

MEMORANDUM OF UNDERSTANDING

Between the

INDIANA STATE BUDGET AGENCY

and the

INDIANA DEPARTMENT OF CORRECTIONS

This Memorandum of Understanding is entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Department of Corrections (“DOC”). The parties mutually agree to the terms and conditions set forth herein.

WHEREAS, SBA, an agency of the Office of Management and Budget (“OMB”), is designated by OMB to accept and administer funds from the federal Coronavirus Aid, Relief and Economic Security (CARES) Act, Pub.L. 116–136; and

WHEREAS, DOC has authority under Title 11 to administer the State’s prison system and various corrections programs; and

WHEREAS, the parties enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to reimburse DOC for necessary expenditures related to the State’s response to the COVID-19 public health emergency, as more fully set forth in Attachment A, (the “Program”) and provide guidance to DOC for the purpose of complying with federal requirements under 2 C.F.R 200.

II. Grant Information

- a) CFDA number and name: **21.019**
- b) Federal Award Name: **Coronavirus Relief Fund (“CRF”)**
- c) Federal Award Identification Number: **N/A**
- d) Federal Award Date: **March 27, 2020**
- e) Name of Federal Agency: **U.S. Treasury**
- f) Total Amount of Funds obligated to the sub state agency: **\$3,154,007.50**
- g) Period of time sub state agency can obligate funds: start and end date. **The CRF funds may be used to cover expenditures that were incurred between March 1, 2020, and December 30, 2021.**

- h) Period of time to sub state agency can liquidate funds: start and end date: **The CRF funds may be used to cover expenditures that were incurred by December 30, 2021. Liquidation period, although not defined, is expected to be no later than 90 days after the close of the calendar year.**
- i) Requirements imposed on the sub-state agency so that the award is used in accordance with Federal statutes, regulations and the terms and conditions of the award. **The federal funds are considered federal financial assistance subject to the Single Audit Act of (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Grant Guidance; 2 C.F.R. § 200.303 regarding internal controls, 2 C.F. R. § § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. In addition, guidance from the Department of Treasury.**
- j) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**
- k) Match requirements: **None.**
- l) Reporting requirements: DOC must encumber all contractual and grant agreement amounts spent with Coronavirus Relief Funds in PeopleSoft, preferably in the DOC Department of Treasury PeopleSoft Fund. Where amounts are encumbered outside of the DOC Department of Treasury PeopleSoft Fund and transferred to the Coronavirus Relief Fund via journal entry, DOC must attach a spreadsheet with Vendor and PO details to the journal entry so that OMB/SBA can comply with Department of Treasury Reporting Requirements.

(All contracts, grants, loans, transfers to other government entities, or direct payments greater than or equal to \$50,000 must be disclosed by OMB/SBA in the Department of Treasury's GrantSolutions portal within 10 calendar days of the end of each quarter until October 31, 2022.)

DOC shall provide a list of all subrecipients as defined in 2 CFR 200.330 and the amount of the award as part of DOC's monthly report.

DOC should inquire with its CRF vendors if they are registered in SAM and if they have a DUNS number. If DUNS numbers are received, these should be forwarded to OMB/SBA as part of DOC's monthly report.

III. Term

The MOU shall be in effect from March 1, 2020, through January 31, 2022.

When the Director of the SBA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memoranda, the memoranda shall be canceled. A determination by the Director of the SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

IV. Obligations of the Parties

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide DOC from the CARES Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time. DOC agrees to return to SBA any unused funds.
2. DOC will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
3. DOC acknowledges that it is a Sub-State Agency as that term is used in the State Board of Accounts manual.
4. DOC will administer the Program in accordance with federal laws and guidance of the CARES Act, US Treasury guidance and policies, OMB and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of COVID-19 funds, and any policies or procedures implemented by DOC for administration of the program. DOC's responsibilities to administer the Program include:
 - a. Provide communications and monthly reports to the Director of the OMB and the Director of SBA no later than ten (10) days after the end of the month regarding the status of the Program, including a detailed breakdown of the expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the COVID-19 public health emergency;
 - b. Cooperate with any audit regarding use of Program funds by State Board of Accounts or as otherwise required under the CARES Act or other federal law.
5. SBA will assist DOC as necessary with the administration of the Program.

V. Records Retention

DOC agrees to maintain records to support compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). This may include, but is not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019, 2020, 2021, and 2022;

3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

DOC will maintain records for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

VI. SEFA Reporting

DOC will identify Emergency Acts expenditures separately on the DOC Schedules of Expenditures of Federal Awards (SEFA).

Personnel expenses reimbursed by CRF funds must meet the requirements of the program as provided by the U.S. Department of Treasury.

VII. Modifications

This parties may modify this MOU by a written, mutual, signed amendment.

VIII. Notices

Any notice required or permitted to be given under this MOU shall be sent to the following:

State Budget Agency
Attn: Lisa Acobert
State House Room 212
200 W. Washington Street
Indianapolis, IN 46204
LiAcobert@sba.IN.gov

Indiana Department of Corrections
Attn: Randy Koester, Chief of Staff
302 West Washington Street, Room E334
Indianapolis, Indiana 46204
rkoester@DOC.IN.gov

IX. Termination or Suspension

This MOU may be terminated or suspended by either party if the other party has failed to comply with the terms of this MOU, or for any reason if such termination is in the best interest of the terminating agency, upon thirty (30) days written notice. The notice of termination or suspension shall state the reasons for termination or suspension. Regardless of the reason for termination or suspension, the parties will be compensated for services properly rendered prior to termination or suspension of this MOU.

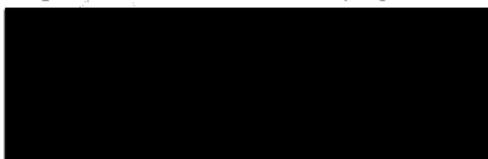
X. Entire Agreement

This MOU constitutes the entire agreement of the parties and may only be amended by the written mutual consent of the parties.

XI. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears on the face of this Agreement.

In Witness Whereof, SBA and DOC have, through duly authorized representatives, entered into this MOU. The parties having read and understand the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof.



Randy Koester, Chief of Staff
Indiana Department of Corrections



Zachary Q. Jackson, Director
State Budget Agency

DATE: Jan. 29, 2021

DATE: 2/1/2021

ATTACHMENT A

As part of the State's response to the COVID-19 public health pandemic, the Indiana Department of Corrections (DOC) has had to modify procedures to comply with public health requirements, including changing the process for adding new prisoners to the State's prison system. The modified procedures have resulted in prisoners spending extra time in county jails. By statute, the DOC must pay county jails a daily fee if prisoners are incarcerated for more than five (5) days after the day of sentencing or the date upon which the DOC receives the abstract of judgment and sentencing order, whichever occurs later. The amount in the MOU is the difference between DOC's spending on county jail holds as of 11/30/2020 and the average spending during 2018 and 2019 over the same time period.

Amendment 1
MEMORANDUM OF UNDERSTANDING
Between the
INDIANA STATE BUDGET AGENCY
and the
INDIANA DEPARTMENT OF CORRECTIONS

This is an Amendment to the existing Memorandum of Understanding is entered into by and between the **Indiana State Budget Agency** (“SBA”) and the **Indiana Department of Corrections** (“DOC”) approved by the last State signatory on **February 1, 2021**.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

A. Pursuant to Section VII of the MOU, the Section II is modified as follows:

II. Grant Information

- a) CFDA number and name: **21.019**
- b) Federal Award Name: **Coronavirus Relief Fund (“CRF”)**
- c) Federal Award Identification Number: **N/A**
- d) Federal Award Date: **March 27, 2020**
- e) Name of Federal Agency: **U.S. Treasury**
- f) Total Amount of Funds obligated to the sub state agency: **\$3,154,007.50 for Attachment A, \$723,327.49 for Attachment B**
- g) Period of time sub state agency can obligate funds: start and end date. **The CRF funds may be used to cover expenditures that were incurred between March 1, 2020, and December 30, 2021.**
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- i) Requirements imposed on the sub-state agency so that the award is used in accordance with Federal statutes, regulations and the terms and conditions of the award. **The federal**

funds are considered federal financial assistance subject to the Single Audit Act of (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Grant Guidance; 2 C.F.R. § 200.303 regarding internal controls, 2 C.F. R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. In addition, guidance from the Department of Treasury.

- j) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**
- k) Match requirements: **None.**
- l) Reporting requirements: DOC must encumber all contractual and grant agreement amounts spent with Coronavirus Relief Funds in PeopleSoft, preferably in the DOC Department of Treasury PeopleSoft Fund. Where amounts are encumbered outside of the DOC Department of Treasury PeopleSoft Fund and transferred to the Coronavirus Relief Fund via journal entry, DOC must attach a spreadsheet with Vendor and PO details to the journal entry so that OMB/SBA can comply with Department of Treasury Reporting Requirements.

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DOC shall provide a list of all subrecipients as defined in 2 CFR 200.330 and the amount of the award as part of DOC's monthly report.

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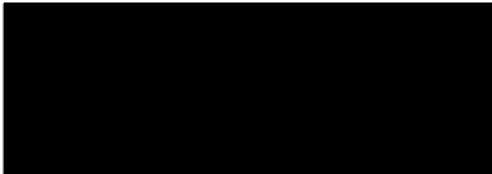
B. Pursuant to Section VII of the MOU, Attachment B attached to this Amendment 1 is hereby incorporated into the MOU as Attachment B.

All matters set forth in the original MOU not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears on the face of this Agreement.

In Witness Whereof, SBA and DOC have, through duly authorized representatives, entered into this MOU. The parties having read and understand the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof.



Randy Koester, Chief of Staff
Indiana Department of Corrections



Zachary Q. Jackson, Director
State Budget Agency

DATE: March 23, 2021

DATE: 3/24/2021

Attachment B



EXECUTIVE DOCUMENT SUMMARY

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: D12-6-02	2. Date prepared: 9/12/19
3. CONTRACTS & LEASES	
<input checked="" type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA	<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input checked="" type="checkbox"/> Amendment # <u>28</u> <input type="checkbox"/> Renewal # _____ <input type="checkbox"/> Other _____

FISCAL INFORMATION	
4. Account Number: 13430 531068 1000 125084	5. Account Name: Food Service
6. Total amount this action: 723,327.49	7. New contract total: 603,679,378.59
8. Revenue generated this action:	9. Revenue generated total contract:
10. New total amount for each fiscal year:	
Year <u>2019</u> \$ <u>44,895.00</u>	Year _____ \$ _____
Year <u>2020</u> \$ <u>89,790.00</u>	Year _____ \$ _____
Year <u>2021</u> \$ <u>813,117.49</u>	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year): 7/1/2005	12. To (month, day, year): 6/30/2021
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation <input checked="" type="checkbox"/> RFP # _____	<input type="checkbox"/> Emergency <input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Negotiated <input type="checkbox"/> Special Procurement	

AGENCY INFORMATION	
14. Name of agency: Indiana Department of Correction	15. Requisition Number:
16. Address: 302 W Washington St Room E334 Indpls IN 46203	

AGENCY CONTACT INFORMATION	
17. Name: Jon Ferguson	18. Telephone #: 317-233-8861
19. E-mail address jferguson1@idoc.in.gov	

COURIER INFORMATION	
20. Name: Donna Gossett	21. Telephone #: 317-232-0889
22. E-mail address: dgossett@idoc.in.gov	

VENDOR INFORMATION	
23. Vendor ID Number: 74786	
24. Name: Aramark Correctional Services	25. Telephone #: 800-777-7-90
26. Address: 1101 Market St 27th Fl Philadelphia PA 19107	
27. E-mail address: copeland-amanda2@aramark.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages:
Minority: <input type="checkbox"/> Yes <input type="checkbox"/> No Women: <input type="checkbox"/> Yes <input type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No	0 %

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input type="checkbox"/> No	Minority: <u>3.8</u> % Women: <u>4.5</u> % IN-Veteran: <u>0</u> %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 11-12-2-1

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) **N**
Amending contract funds to cover the changes in food needed during COVID 19 covered through the CARES Act

38. Justification of vendor selection and determination of price reasonableness:
Vendor determined after evaluating proposals received under RFP 5-90

RECEIVED
DEC 18 2020
SBA
ACCOUNTING

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

[Redacted]	41. Date Approved 12/16/20	[Redacted]	43. Date Approved 12/21/2020
[Redacted]	44. Attorney General's Office approval 1/22/2021	45. Date Approved	46. Agency representative receiving from AG
		47. Date Approved	

AMENDMENT #28

This is an Amendment to the Contract (the "Contract") previously identified as EDS # D12-6-02 entered into by and between the Indiana Department of Correction (the "State") and Aramark Correctional Services (the "Contractor") approved by the last State signatory on 6/8/2005.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is **not** extended for an additional period of time. It shall terminate on 6/30/2021.

2. Due to facility lockdowns and quarantining procedures, food service menus have been adjusted causing an increase in costs to the vendor. The cost of this increase was unexpected, and the parties have agreed to a onetime payment as described in the attached **Exhibit F**.

3. The onetime payment of this amendment is \$723,327.49. Total remuneration under the Contract is not to exceed \$603,679,378.59

4. The Contract is amended by adding the following:

A. Minority and Women's Business Enterprises Compliance.

As required by 25 IAC 5-6-2(b), the following Division certified MBE or WBE subcontractor(s) will be participating in this Contract during the extension period. This participation represents an increase of 0% above the original MBE and/or WBE commitment.

MBE or WBE	COMPANY NAME	PERCENT
WBE	Stanz Cheese Co., Inc.	4.5%
MBE	Cristina Foods, Inc.	3.8%

A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Amendment. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Amendment.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

B. Indiana Veteran Owned Small Business Enterprises Compliance.

No certified IVOSB subcontractors will be participating in this Contract during the extension period.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor/Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor/Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor/Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Amendment, the Contractor/Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Renewal, do by their respective signatures dated below agree to the terms thereof.

ARAMARK Correctional Services

Mark R. Adams, VP Finance

Name and Title, Printed

Date: December 4, 2020

Approved by:
Indiana Department of Administration

Lesley A. Crane, Commissioner

Date: 1/6/2021

APPROVED as to Form and Legality:

Office of the Attorney General

Todd Rokita, Attorney General

Date: 1/21/2021

Approved by:
Indiana Office of Technology

By: N/A (for)
Deward Neely, Chief Information Officer

Date:

[Redacted Signature]

Robert E. Carter, Commissioner

Date: December 17, 2020

Approved by:
State Budget Agency

Zachary Q. Jackson, Director

Date: 12/21/2020

EXHIBIT F

Facility	Menu Cost Difference	Menu	Impact April		Impact April		Impact May		Impact May		Impact June		Impact June		Total Cost Impact
			Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	Week 1	Week 2	Week 3	Week 4	
Pendleton Juvenile	\$ 0.74	1 Lockdown	\$ 317.08	\$ 1,104.63	\$ 1,104.63	\$ 1,104.63	\$ 1,104.63	\$ 1,104.63	\$ 1,104.63	\$ 1,104.63	\$ 1,104.63	\$ 1,104.63	\$ 1,104.63	\$ 1,104.63	\$ 1,104.63
Laporte Juvenile	\$ 0.74	1 Lockdown	\$ 100.29	\$ 696.84	\$ 696.84	\$ 696.84	\$ 696.84	\$ 696.84	\$ 696.84	\$ 696.84	\$ 696.84	\$ 696.84	\$ 696.84	\$ 696.84	\$ 696.84
Chain Of Lakes	\$ 1.26	3 sack (8 unit)													
CF	\$ 1.26	3 sack (1/2 camp)	\$ 4,342.24	\$ 4,313.19	\$ 4,291.45	\$ 4,253.58	\$ 4,207.57	\$ 2,979.17	\$ 725.98	\$ 725.98	\$ 2,893.86	\$ 2,893.86	\$ 2,893.86	\$ 2,893.86	\$ 4,345.82
W/P	\$ 0.91	CHC													\$ 24,391.98
Milani	\$ 1.26	3 sack													\$ 22,959.63
New Castle	\$ 1.26	3 sack													\$ 101,235.29
Pendleton	\$ 0.91	CHC													\$ 42,504.28
South Bend	\$ 1.26	3 sack													\$ 4,540.84
Edinburgh	\$ 0.91	CHC													\$ 2,043.25
Branchville	\$ 1.26	3 sack													\$ 51,188.63
Branchville	\$ 0.91	CHC													\$ 8,805.09
Putnamville	\$ 1.26	3 sack													\$ 8,684.47
Putnamville	\$ 0.91	CHC													\$ 84,176.71
Putnamville	\$ 1.26	3 sack													\$ 12,596.54
ISP	\$ 0.91	CHC (Fedorn)													\$ 16,407.47
ISP	\$ 0.91	CHC (Fedorn)													\$ 2,437.75
ISP	\$ 0.91	CHC (Fedorn)													\$ 9,906.50
ISP	\$ 0.91	CHC (Fedorn)													\$ 645.71
Planfield	\$ 0.91	CHC	\$ 1,357.63	\$ 9,389.14	\$ 9,224.08	\$ 9,065.37	\$ 9,077.28	\$ 9,109.81	\$ 9,289.00	\$ 9,097.11	\$ 9,090.77	\$ 9,090.77	\$ 9,090.77	\$ 9,090.77	\$ 5,443.52
RDC	\$ 0.91	CHC	\$ 498.80	\$ 3,262.07	\$ 3,094.49	\$ 2,199.23	\$ 2,562.90	\$ 2,494.88	\$ 2,709.00	\$ 2,259.99	\$ 2,396.17	\$ 1,990.85	\$ 1,990.85	\$ 1,990.85	\$ 22,368.18
RDC	\$ 1.26	3 sack													\$ 1,813.07
Heritage Trails	\$ 0.91	CHC	\$ 778.12	\$ 5,408.75	\$ 5,551.62	\$ 3,836.19	\$ 1,514.82	\$ 3,327.57	\$ 5,775.00	\$ 3,461.17	\$ 5,218.30	\$ 9,664.41	\$ 9,664.41	\$ 9,664.41	\$ 42,044.65
Heritage Trails	\$ 1.26	3 sack													\$ 7,381.86
Wabash Valley	\$ 1.26	3 sack													\$ 126,412.19
Westville	\$ 0.91	CHC													\$ 10,585.34
Rockville	\$ 1.26	CHC													\$ 10,585.34
State Total															
															\$ 723,327.48

Amendment 2
MEMORANDUM OF UNDERSTANDING
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This is an Amendment to the existing Memorandum of Understanding is entered into by and between the **Indiana State Budget Agency** (“SBA”) and the **Indiana Department of Corrections** (“DOC”) approved by the last State signatory on **February 1, 2021**.

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- d) Federal Award Date: **March 27, 2020**
- e) Name of Federal Agency: **U.S. Treasury**
- f) Total Amount of Funds obligated to the sub state agency: **up to \$5,336,590 for eligible expenses described in Attachment A, up to \$723,327.49 for eligible expenses described in Attachment B, up to \$92,352.98 for eligible expenses described in Attachment C; up to \$580,273.05 for eligible expenses described in Attachment D.**
- g) Period of time sub state agency can obligate funds: start and end date. **The CRF funds may be used to cover expenditures that were incurred between March 1, 2020, and December 30, 2021.**
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- j) Indirect cost rate or cost allocation that can be charged to the federal grant: **None**
- k) Match requirements: **None**
- l) Reporting requirements: DOC must encumber all contractual and grant agreement amounts spent with Coronavirus Relief Funds in PeopleSoft, preferably in the DOC Department of Treasury PeopleSoft Fund. Where amounts are encumbered outside of the DOC Department of Treasury PeopleSoft Fund and transferred to the Coronavirus Relief Fund via journal entry, DOC must attach a spreadsheet with Vendor and PO details to the journal entry so that OMB/SBA can comply with Department of Treasury Reporting Requirements.

(All contracts, grants, loans, transfers to other government entities, or direct payments greater than or equal to \$50,000 must be disclosed by OMB/SBA in the Department of Treasury's GrantSolutions portal within 10 calendar days of the end of each quarter until October 31, 2022.)

DOC shall provide a list of all subrecipients as defined in 2 CFR 200.330 and the amount of the award as part of DOC's monthly report.

DOC should inquire with its CRF vendors if they are registered in SAM and if they have a DUNS number. If DUNS numbers are received, these should be forwarded to OMB/SBA as part of DOC's monthly report.

B. Pursuant to Section VII of the MOU, Section IV is modified as follows:

III. Obligations of the Parties

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide DOC from the CARES Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time. DOC may access funds as actual eligible expenses, as described in Attachments A through D, are incurred by DOC, and SBA will not provide funds in excess of actual eligible expenses incurred. DOC agrees to return to SBA any unused funds.
 2. DOC will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
 3. DOC acknowledges that it is a Sub-State Agency as that term is used in the State Board of Accounts manual.
 4. DOC will administer the Program in accordance with federal laws and guidance of the CARES Act, US Treasury guidance and policies, OMB and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of COVID-19 funds, and any policies or procedures implemented by SPD for administration of the program. SPD's responsibilities to administer the Program include:
 - a. Provide communications and monthly reports to the Director of the OMB and the Director of SBA no later than ten (10) days after the end of the month regarding the status of the Program, including a detailed breakdown of the expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the COVID-19 public health emergency;
 - b. Cooperate with any audit regarding use of Program funds by State Board of Accounts or as otherwise required under the CARES Act or other federal law.
 5. SBA will assist DOC as necessary with the administration of the Program.
- C. Pursuant to Section VII of the MOU, Attachment C attached to this Amendment 2 is hereby incorporated into the MOU as Attachment C.
- D. Pursuant to Section VII of the MOU, Attachment D attached to this Amendment 2 is hereby incorporated into the MOU as Attachment D.

All matters set forth in the original MOU not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has

not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears on the face of this Agreement.

In Witness Whereof, SBA and DOC have, through duly authorized representatives, entered into this MOU. The parties having read and understand the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof.



Christina Reagle, Chief Financial Officer
Indiana Department of Corrections



Zachary Q. Jackson, Director
State Budget Agency

DATE: 04/28/2021

DATE: April 28, 2021

ATTACHMENT C

IDOC is providing temporary housing to released COVID-positive inmates for their quarantine periods to help stop the spread of COVID-19. The quarantine period ranges from seven to fourteen days for each released inmate and IDOC has been providing this service since August 2020.

As part of the State's response to the COVID-19 public health pandemic, the Indiana Department of Corrections (DOC) has had to modify procedures to comply with public health requirements, including utilizing hotels to house released COVID positive individuals until their quarantine period was complete.

ATTACHMENT D

As part of the State's response to the COVID-19 public health pandemic, the Indiana Department of Corrections (DOC) has incurred increased expenses related to health care for inmates. These expenses are covered by Amendment 4 to DOC's contract with Wexford of Indiana, LLC EDS # D25-7-8765-DOCMED. Item 9 in Amendment 4 provides:

Through November 30, 2020, the State will reimburse Contractor actual costs incurred solely as a result of the COVID-19 pandemic, as these costs were not covered in the scope of the current contract. Contractor shall bill the State by the 10th of the following month with the final invoice due December 10, 2020.

Amendment 3

MEMORANDUM OF UNDERSTANDING
Between the
INDIANA STATE BUDGET AGENCY
and the
INDIANA DEPARTMENT OF CORRECTIONS

This is an Amendment to the existing Memorandum of Understanding is entered into by and between the **Indiana State Budget Agency** (“SBA”) and the **Indiana Department of Corrections** (“DOC”) approved by the last State signatory on **April 28, 2021**.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

A. Pursuant to Section VII of the MOU, Section II is modified as follows:

II. Grant Information

- a) CFDA number and name: **21.019**
- b) Federal Award Name: **Coronavirus Relief Fund (“CRF”)**
- c) Federal Award Identification Number: **N/A**
- d) Federal Award Date: **March 27, 2020**
- e) Name of Federal Agency: **U.S. Treasury**
- f) Total Amount of Funds obligated to the sub state agency: **up to \$5,622,107 for eligible expenses described in Attachment A, up to \$723,327.49 for eligible expenses described in Attachment B, up to \$91,802 for eligible expenses described in Attachment C; up to \$179,675 for eligible expenses described in Attachment D.**
- g) Period of time sub state agency can obligate funds: start and end date. **The CRF funds may be used to cover expenditures that were incurred between March 1, 2020, and December 31, 2021.**
- h) Period of time to sub state agency can liquidate funds: start and end date: **The CRF funds may be used to cover expenditures that were incurred by December 31, 2021. Liquidation period, although not defined, is expected to be no later than 90 days after the close of the calendar year.**

i) Requirements imposed on the sub-state agency so that the award is used in accordance with Federal statutes, regulations and the terms and conditions of the award. **The federal funds are considered federal financial assistance subject to the Single Audit Act of (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Grant Guidance; 2 C.F.R. § 200.303 regarding internal controls, 2 C.F. R. § § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. In addition, guidance from the Department of Treasury.**

j) Indirect cost rate or cost allocation that can be charged to the federal grant: **None**

k) Match requirements: **None**

l) Reporting requirements: DOC must encumber all contractual and grant agreement amounts spent with Coronavirus Relief Funds in PeopleSoft, preferably in the DOC Department of Treasury PeopleSoft Fund. Where amounts are encumbered outside of the DOC Department of Treasury PeopleSoft Fund and transferred to the Coronavirus Relief Fund via journal entry, DOC must attach a spreadsheet with Vendor and PO details to the journal entry so that OMB/SBA can comply with Department of Treasury Reporting Requirements.

(All contracts, grants, loans, transfers to other government entities, or direct payments greater than or equal to \$50,000 must be disclosed by OMB/SBA in the Department of Treasury's GrantSolutions portal within 10 calendar days of the end of each quarter until October 31, 2022.)

DOC shall provide a list of all subrecipients as defined in 2 CFR 200.330 and the amount of the award as part of DOC's monthly report.

DOC should inquire with its CRF vendors if they are registered in SAM and if they have a DUNS number. If DUNS numbers are received, these should be forwarded to OMB/SBA as part of DOC's monthly report.

B. Pursuant to Section VII of the MOU, Section IV is modified as follows:

III. Obligations of the Parties

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide DOC from the CARES Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time. DOC may access funds as actual eligible expenses, as described in Attachments A through D, are incurred by DOC, and SBA will not provide funds in excess of actual eligible expenses incurred. DOC agrees to return to SBA any unused funds.
 2. DOC will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
 3. DOC acknowledges that it is a Sub-State Agency as that term is used in the State Board of Accounts manual.
 4. DOC will administer the Program in accordance with federal laws and guidance of the CARES Act, US Treasury guidance and policies, OMB and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of COVID-19 funds, and any policies or procedures implemented by SPD for administration of the program. SPD's responsibilities to administer the Program include:
 - a. Provide communications and monthly reports to the Director of the OMB and the Director of SBA no later than ten (10) days after the end of the month regarding the status of the Program, including a detailed breakdown of the expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the COVID-19 public health emergency;
 - b. Cooperate with any audit regarding use of Program funds by State Board of Accounts or as otherwise required under the CARES Act or other federal law.
 5. SBA will assist DOC as necessary with the administration of the Program.
- C. Pursuant to Section VII of the MOU, Attachment C attached to this Amendment 2 is hereby incorporated into the MOU as Attachment C.
- D. Pursuant to Section VII of the MOU, Attachment D attached to this Amendment 2 is hereby incorporated into the MOU as Attachment D.

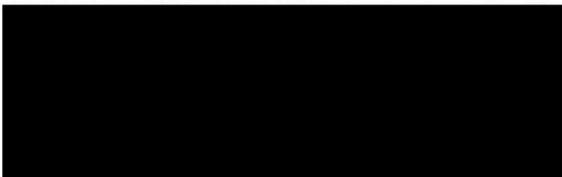
All matters set forth in the original MOU not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

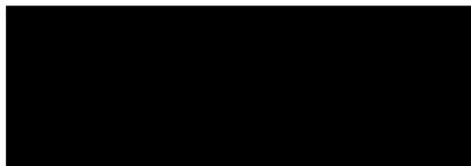
The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has

not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears on the face of this Agreement.

In Witness Whereof, SBA and DOC have, through duly authorized representatives, entered into this MOU. The parties having read and understand the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof.



Randy Koester, Chief of Staff
Indiana Department of Corrections



Zachary Q. Jackson, Director
State Budget Agency

DATE:

DATE: 6/29/2021

Contract #0000000000000000000059267

MEMORANDUM OF UNDERSTANDING

Between the

INDIANA STATE BUDGET AGENCY

and the

INDIANA DEPARTMENT OF CORRECTIONS

This Memorandum of Understanding (“MOU”) is entered into by and between the Indiana Department of Corrections (“IDOC”) and the Indiana State Budget Agency (“SBA”). In consideration of those mutual undertakings, the parties agree as follows:

WHEREAS, SBA, an agency of the Office of Management and Budget (“OMB”), is designated by OMB to accept and administer funds from the federal American Rescue Plan (ARPA) Act, sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, IDOC has authority under Title 11 to administer the State’s prison system and various corrections programs; and

WHEREAS, the parties enter into the MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to reimburse IDOC for necessary expenditures in compliance with the ARPA Act, as more fully set forth in Attachment A, (the “Program”) and provide guidance to IDOC for the purpose of complying with federal requirements of the Program.

II. Grant Information

- a. Assistance listing (CFDA) number: 21.027
- b. Federal Award Name: Coronavirus State Fiscal Recovery Funds (CSFRF)
- c. Federal Award Identification Number: N/A
- d. Federal Award Date: March 11, 2021
- e. Name of Federal Agency: U.S. Department of the Treasury
- f. Total Amount of Funds obligated to sub-state agency:
 - **FY 2022**
 - Hazard Pay: \$ 8,500,000
 - Stab Vests: \$ 7,000,000
 - Total: \$ 15,500,000
- g. Statutory Uses:
 - To respond to the COVID-19 public health emergency or its negative economic impacts;
 - To respond to workers performing essential work during the COVID-19 public health emergency by providing grants to eligible employers that have eligible workers who performed essential work;
 - For the provision of government services, to the extent the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
 - To make necessary investments in water, sewer or broadband infrastructure.

- h. Period of time sub-state agency can obligate funds:
- **Federal Covered Period**
The Federal covered period to obligate CSFRF funds is March 3, 2021, through December 31, 2024. See also State Covered Period (State Appropriation). Funds must be expended by December 31, 2026.
 - **State Covered Period (State Appropriation)**
The funds listed in the MOU were appropriated by the Indiana General Assembly in P.L. 165-2021 (HEA 1001). FY 2022 and FY 2023 appropriations expired on June 30, 2023. Any funds not obligated by June 30, 2023, will revert to SBA CSFRF Fund.
- i. Requirements imposed on the sub-state agency so that the award is used in accordance with Federal statutes and regulations, and the terms and conditions of the award:
- 2 CFR 200, Uniform Administrative Requirement, Cost Principles and Audit Requirements for the Federal Awards.
 - i. The following 2 CFR policy requirements apply to this Assistance Listing:
 1. Subpart A, Definitions
 2. Subpart B, General Provisions
 3. Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards
 4. Subpart D, Post Federal Award Requirements
 5. Subpart E, Cost Principles
 6. Subpart F, Audit Requirements
 - ii. The following 2 CFR policy requirements apply to this assistance listing:
 1. 2 CFR Part 25, Universal Identifier and System for Award Management
 2. 2 CFR Part 170, Reporting Subaward and Executive Compensation Information
 3. 2 CFR part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)
 - The following 2 CFR policy requirements are excluded from coverage under this Assistance Listing:
 - i. For 2 CFR Part 200, Subpart C, the following provisions do not apply to the CSFRF program:
 1. 2 CFR 200.204 Notices of Funding Opportunities
 2. 2 CFR 200.205 Federal Awarding Agency review of merit proposal
 3. 2 CFR 200.210 Pre award costs
 4. 2 CFR 200.213 Reporting a determination that a non-Federal entity is not qualified for a Federal award.
 - ii. For 2 CFR 200, Subpart D, the following provisions do not apply to the CSFRF program:
 1. 2 CFR 200.308 Revision of budget or program plan
 2. 2 CFR 200.309 Modifications to period of performance
 3. 2 CFR 200.305 (b)(8) and (9) Federal payment
- j. Compliance with Title VI of the Civil rights Act of 1964
- k. Compliance with CSFRF required programmatic data requirements and performance indicators
- l. Administrative Expenses
- Recipients may use funds for administering the CSFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory and other requirements. Further, costs must be allowable under 2 CFR 403, and be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 405.
- m. Match requirements: None.
- n. Indirect costs: None

III. Term

The MOU shall be in effect from July 1, 2021, through December 31, 2026.

When the Director of SBA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this MOU, the MOU shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

IV. Obligation of the Parties

The parties agree to the following obligations under this MOU:

- a. SBA agrees to provide IDOC from the ARPA Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time. IDOC agrees to return to SBA any unused funds.
- b. IDOC will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
- c. IDOC acknowledges that it is a Sub-State Agency as the term is used in the State Board of Accounts manual.
- d. IDOC will administer the Program in accordance with federal laws and guidance of the ARPA Act, U.S. Treasury guidance and policies, OMB and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of federal COVID funds, and any policies or procedure implemented by IDOC for administration of the program. IDOC's responsibilities to administer the Program include:
 - Provide communications and monthly reports to the Director of the OMB and the Director of SBA regarding the status of the Program, including a detailed breakdown of the expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the COVID-19 public health emergency.
 - SBA will assist IDOC as necessary with the administration of the Program.

V. ARPA Reporting Requirement

- a. IDOC agrees to provide SBA with timely information that allows SBA to comply with reporting requirements of the ARPA Act. This includes interim report, Program and Expenditures Reports, and Recovery Plan Reports.
- b. IDOC agrees to provide information by deadlines established by SBA.
- c. IDOC agrees to collect data from sub-awards and contracts as required by SBA.

VI. Records Retention

Agency agrees to maintain records to support compliance with the ARPA Act. This may include, but is not limited to, copies of the following:

- a. General ledger and subsidiary ledgers used to account for: (a) the receipt of ARPA Act payments and (b) the disbursements from such payments to meet the eligible expenses related to the public health emergency due to COVID-19;
- b. Budget records;
- c. Payroll, time records, and human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- d. Receipts of purchases made related to addressing the public health emergency due to COVID-19
- e. Contracts and subcontracts entered into using ARPA Act payments and all documents related to such contracts;
- f. Grant agreement and grant subaward agreements entered into using ARPA Act payments and

- all documents related to such awards;
- g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, grant recipients, and subrecipients;
- h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards and grant recipient subawards;
- i. All internal and external email/electronic communications related to use of ARPA Act payments; and
- j. All investigative files and inquiry reports involving ARPA Act payments

IDOC will maintain records for a period of five (5) years after final payment is made using ARPA Act monies. These record retention requirements are applicable to all prime recipients and their grantees, subgrant recipients, contractors, and other levels of government that received transfers of ARPA Act payments from prime recipients.

IDOC agrees to provide SBA, its contractors, and State Board of Accounts full access to the IDOC's records and financial statements, as necessary to determine compliance with the Federal award for audit purposes.

VII. SEFA Reporting

IDOC will identify Emergency Act expenditures separately on its Schedule of Expenditure of Federal Awards (SEFA).

VIII. Modifications

The parties may modify this MOU by a written, mutual, signed amendment.

IX. Transfer of Funds to Another State Agency

IDOC is prohibited from transferring CSFRF funds to another state agency without prior approval of the State Budget Agency.

X. Notices

Any notice required or permitted to be given under this MOU shall be sent to the following:

State Budget Agency
Attn: Lisa Acobert
State House Room 212
200 W. Washington Street
Indianapolis, IN 46204
E-mail: LiAcobert@sba.in.gov

Indiana Department of Corrections
Attn: Randall P. Koester
Chief of Staff
E-mail: Rkoester@idoc.in.gov

XI. Termination or Suspension

This MOU may be terminated or suspended by either party if the other party has failed to comply with the terms of this MOU, or for any reason if such termination is in the best interest of the terminating agency, upon thirty (30) days written notice. The notice of termination or suspension shall state the reasons for termination or suspension. Regardless of the reason for termination or suspension, the parties will be compensated for services properly rendered prior to termination or suspension of this MOU.

XII. Entire Agreement

This MOU constitutes the entire agreement of the parties and may only be amended by the written mutual consent of the parties.

XIII. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this MOU other than that which appears on the face of this MOU.

In Witness Whereof, the SBA and IDOC have, through their duly authorized representatives, entered into this MOU. The parties, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below agree to the terms.

Indiana Department of Corrections

By: [Redacted Signature]
9BF875F761634D4...

Title: Chief of Staff

Date: 11/22/2021 | 05:43 PST

Indiana State Budget Agency

By: [Redacted Signature]
C08285FB886741A...

Title: State Budget Director

Date: 11/22/2021 | 09:01 EST

Electronically Approved by: State Budget Agency	
By: Zachary Q. Jackson, Director	(for)

Attachment A

COVID Hazard Bonuses: The IDOC will pay each person who acted in the capacity of correctional officer a one-time hazard pay bonus of \$1,600. The eligibility for this hazard bonus was primarily derived from the eligibility of the State's Temporary Conditions Pay and from there, individuals were deemed eligible for the Hazard Pay Bonus if they served in the capacity of a correctional officer between March 2020 and July 1, 2021.

Stab Vests: IDOC currently purchases a ballistic and spike combination vest for trip officers, officers who are assigned to disciplinary housing units, parole officers and special response teams. Considering safety enhancement, the IDOC will utilize the ARP funding to purchase vests for all correctional staff. The vest has been piloted in several facilities and it was chosen to be a suitable choice for all classifications within custody. In addition, the IDOC will institute an efficient cost-savings method in which staff are assigned carriers and the panels will be shared. There will be a carrier assigned to each correctional staff and when they arrive for shift, they will be assigned a panel to insert into their carrier. At the end of their shift, the staff will return the panel to be sanitized and stored. This method does not require the IDOC to purchase as many panels since they will be shared among staff.