

I. SCOPE OF WORK:

The Commonwealth of Pennsylvania, Department of Corrections, requires guardianship services for inmates housed in the Department of Corrections ("Department") facilities, that are adjudicated as incapacitated by the courts. The guardianship services shall be limited to healthcare matters as determined by the courts.

This contract will include all current inmates under contracted guardian services plus an undetermined number of additional wards that may be added during the term of this agreement. At present approximately 10 inmates are provided healthcare guardianship services. The Offeror must be able to provide guardianship services at all Department correctional facilities across the state ([Facility Locations](#)). Services may be provided virtually. If an in-person visit is required, then travel expenses will be reimbursed in accordance with the [Commonwealth Travel Policy](#).

II. ISSUING OFFICER

Questions regarding the bid should be directed towards Amanda Wasko at amawasko@pa.gov.

III. SCOPE OF SERVICES

Guardianships should be customized to meet the specific needs of each incapacitated inmate. The Offeror shall execute and perform all services in a professional and ethical manner. This includes strict accountability and supervision for all activities completed under this contract.

The Department shall identify and refer inmates in need of guardianship services to the Offeror.

The Offeror shall participate to the extent necessary to affect a guardianship in any hearing or other legal proceeding and begin guardianship services immediately upon order of any court of competent jurisdiction.

After being appointed as a guardian, the appointed guardian shall be actively involved in the incapacitated inmate's care by:

- i. Performing guardianship duties on behalf of the inmate as needed, and in a timely manner.
- ii. Performing guardianship duties as assigned by the court or required by law.
- iii. Conducting monthly face-to-face visits with the inmate.

- iv. Communicating with the Department about inmate issues and responding to the Department's questions regarding medical concerns.

Individuals may experience medical problems at any time of day or night. The Offeror must have procedures in place to ensure staff availability in the event of a crisis.

Upon termination of this contract or inmate release from Department custody guardianship services under this contract shall cease. The Offeror shall cooperate with any effort to establish new guardians for the inmates receiving guardianship services with the Department of Human Services or any other entity in the community.

Upon termination of this contract, the Offeror shall provide all required transition documentation to the new contractor.

IV. CONTRACT REQUIREMENTS

The Offeror shall follow the National Guardianship Association's [Standards of Practice](#). The Offeror shall comply with all federal, state and local laws, and specifically those regarding guardianships.

Guardians must be certified by the National Guardianship Association and must have FBI and State Police clearances. Guardians shall retain all certifications and clearances for the term of the contract. In the event that an individual's clearance or certification is terminated, for any reason, the Offeror shall notify the Department in writing immediately.

The Offeror must take all necessary steps to provide adequate safeguards to protect inmates receiving guardianship services. The Offeror shall obtain a criminal background check on an employee prior to allowing an employee to work with an inmate. The Offeror shall not subcontract in whole or in part without prior written permission of the Department. Such consent, if granted, shall not relieve the Offeror of any of its responsibilities under this contract

The Commonwealth reserves the right to immediately ban, either temporarily or permanently, any of the selected Offeror's employees, agents or independent contractors from any and all facilities for any reason of security or for the good operational order of the facility. The selected Offeror will be notified in writing of such denial.

The Offeror shall maintain individual inmate files that document all activities regarding the inmate and other items (intake form, contact notes for each contact with or on behalf of the inmate, emergency information, annual reports, etc.) as directed by the Department. Records must be kept confidential. Provision must be made for the safe storage of client records or accurate and records must be kept for a minimum of five years after the termination of the guardianship.

The Offeror must ensure that annual reports to the applicable court are filed for all inmate guardianships being served under this contract. The Offeror must forward to the Department copies of the annual report to the court for all inmate guardianships being served under this contract. Failure to do so may result in the withholding of payments until such reports are received by the Department.

The Offeror shall abide by all Department of Corrections [rules and regulations](#) while on state property.

V. BIDDING REQUIREMENTS

The Offeror must have three-years' experience providing guardianship services. Offeror must submit verification of the experience with their bid. The DOC reserves the right to request references at the time of contract award.

Offerors must comply with [Executive Order 2021-06](#) and upload a signed Worker Protection and Investment Certification form as part of their bid.

Offeror must upload a signed Business Associate Agreement, that provides for compliance with HIPAA confidentiality requirements, as part of their bid.

Offerors must provide resumes of the key personnel as part of their bid, including copies of the guardianship certifications.

VI. CONTRACT TERM

This is a one-year contract with the option of four one-year renewals. Should the renewal option be exercised, pricing may change at the time of renewal. The price adjustment must be by mutual agreement between the Department of Corrections and the Offeror.

It shall be understood and agreed that any quantities listed in the solicitation are estimated only and may be increased or decreased in accordance with the actual requirements of the Department of Corrections.

Unless otherwise indicated, the unit price must include all labor, materials, equipment, tools, insurance, delivery fees and all items necessary.

VII. BID RESULTS

Bids will be opened on the date and time specified in the invitation for bid. Bid tabulations will be posted on the Department of General Services' eMarketplace website <http://www.emarketplace.state.pa.us/>). Tabulations are for information only and do NOT constitute actual award/execution of a contract. The results of the apparent bidders and all bids are under review until final award of the purchase order.

VIII. INVOICING

Contractors must follow the following invoicing requirements:

- Accurately bill the Commonwealth for actual services rendered on all invoices.
- Submit invoice to appropriate resource account within 10 business days of completed service
- Comply with Commonwealth / Department of Correction's practices for supplier payments.

The awarded supplier should submit all invoices, as outlined by the Pennsylvania Office of the Budget, as a PDF file to 69180@pa.gov. The following link will provide more information regarding the Office of the Budget's invoicing requirements and resources:

<https://www.budget.pa.gov/Services/ForVendors/Pages/default.aspx>