

PERSONNEL AGENDA

Erie County Council

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Edward T. DiMattio, Jr., Chairman
Jay Breneman, Vice Chairman
Phil Fatica
Kyle Foust
Andre Horton
Fiore Leone
Carol J. Loll

February 6, 2014

4:00 P.M. – follows immediately after Finance
Room 114A

1. Ordinance Number , 2014, “2014 Appointed Official’s Salary Ordinance – Part Time Assistant Public Defender”
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2. Resolution Number , 2014, “Approving Solicitor Contract Submitted By The Erie County Office Of Children And Youth”
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ORDINANCE NUMBER , 2014

**2014 Appointed Official's Salary Ordinance
Part Time Assistant Public Defender**

BE IT ENACTED by the County Council of the County of Erie pursuant to Article II, Section 3B(2)(h), and Article XI, Section 8B of the Home Rule Charter for the County of Erie, and Section 5A(4) of the Personnel Code for the County of Erie, that the following 2014 Appointed Official's Salary:

Part Time Assistant Public Defender	Annual Salary	\$24,356.80
Position Number 003600-025		

BE IT FURTHER ENACTED by the County Council of the County of Erie, that should any vacancy occur in the position listed in this ordinance, the salary of any new appointee shall be established by County Council.

This ordinance shall be effective immediately upon adoption.

COUNTY OF ERIE, PENNSYLVANIA

COUNTY COUNCIL OF THE

Attest:

Douglas R. Smith
County Clerk

Kyle Foust, Chairman

Date: _____

Fiore Leone, Vice Chairman

Jay Breneman

Approved by:

Edward T. DiMattio, Jr.

Kathy Dahlkemper,
County Executive

Phil Fatica

Date: _____

André R. Horton

Carol J. Loll

RESOLUTION NUMBER _____, 2014

**Approving Solicitor Contract Submitted By The
Erie County Office Of Children And Youth**

BE IT RESOLVED by the County Council of the County of Erie that pursuant to Article II, Section 3 B(1), and Article V, Section 3 C(1) of the Home Rule Charter for the County of Erie, that contract between the Erie County Office of Children and Youth and Rachel Taylor for legal services, attached hereto as Exhibit A, is hereby approved.

BE IT FURTHER RESOLVED that this action repeals all other action inconsistent with this resolution.

On the motion of _____, seconded by _____, this resolution was passed on this _____ day of _____, 2014 by a vote of ____ - ____.

APPROVED BY:

Kyle Foust, Chairman
Erie County Council

Kathy Dahlkemper,
County Executive

Date:_____

ATTEST:

Douglas R. Smith
County Clerk

Date:_____

TO: Sue Ellen Pasquale

From: Amy Jones

Date: January 31, 2014

Re: Part-time solicitor at Erie County Office of Children and Youth

The Agency would like to hire a part-time solicitor: Raquel Taylor, Esquire

Effective Date: March 1, 2014

Rate: \$50/hour; maximum 100 hours per month

The part-time solicitor must work in concert with other solicitors to:

- * represent the Agency in Court for juvenile, orphan's court and abuse appeal hearings;
- * be available for office hours to aid the Agency workers in preparation for Court and to provide legal interpretation of the Child Protection Services Law and the Juvenile Act, as well as the Adoption Act;
- * represent the Agency on all appeals before the Superior Court, Supreme Court and Commonwealth Court;
- * prepare trainings and consultation to workers of the change in legislation to the child protective services law; and
- * Any and all duties to aid the Agency to insure compliance with the Pennsylvania Code, all DPW regulations and all statutes and Court Rules governing this Agency and the welfare of the children of Erie County.

PURCHASE OF SERVICE AGREEMENT

Made this first day of March , 2014 , by and between

hereafter known as "Service Provider", and the County of Erie on behalf of its Juvenile Probation Department and the Office of Children and Youth, to be effective March 1 , 2014 through June 30 , 2014 .

1. FEES

For services rendered, the County agrees to pay:

\$50.00 per hour

The Service Provider shall submit invoices to the appropriate County department within ten (10) days of the Service Provider's billing cycle. Payment thereof will be due within thirty (30) days of receipt of said invoices, subject to the availability of Federal, State and Local funds. The County reserves the right to withhold payment for that portion of any invoice for which a discrepancy exists.

2. SERVICES

The Service Provider shall provide such services as requested by the County or ordered by the Juvenile Court, in accordance with attached Exhibit A - Work Statement.

3. MODIFICATION, AMENDMENT OR TERMINATION

This Agreement may be modified or amended by the parties only when such modification or amendment is reduced to writing, duly signed and made part of the original Agreement.

Either party may terminate this Agreement by giving thirty (30) days written notice.

The parties recognize that the performance of the County's obligations under this agreement is contingent upon the continued appropriation of funds in the budget of Erie County for the services to be performed under this agreement. If no such funds are budgeted for future fiscal years, this agreement shall terminate. Likewise, where the County's obligations under the contract depend upon the receipt of funds from another governmental body, such as the State or Federal Government, and if such funds are not distributed by said governmental body to the County, then this agreement shall terminate and the grantee under this agreement assumes any risk of loss.

4. PROHIBITION AGAINST ASSIGNMENT

The Service Provider shall not assign any part of this Agreement without prior approval of the County.

5. INTERPRETER SERVICES

All interpreter services must have prior authorization by Office of Children and Youth. An Office of Children and Youth Administrator or Supervisor will specify the date, time, and location of each session in which interpreter services are requested. A placement facility or other Office of Children and Youth contracted agency must get authorization from Office of Children and Youth prior to requesting interpreter services involving an Office of Children and Youth client for which the other agency expects Office of Children and Youth to pay.

6. REPORTS AND RECORDS

The Service Provider shall submit reports as required by the County. Progress reports and/or evaluations must be submitted to the County caseworker 21 calendar days prior to Court Hearings. The format and content of said reports shall be identified by the County and mutually agreed upon by the parties. The Service Provider shall maintain books, records, documents, procedures and other practices and evidence (all hereinafter referred to as "records") sufficient to properly reflect services and costs claimed pursuant to the performance of this Agreement.

7. AUDIT AND INSPECTION

The Service Provider, excluding individuals, shall have their Independent Auditor submit to the County, on an annual basis, a compliance audit, including the management letter if one was issued. In addition, the County is requiring a statement or

acknowledgement signed by all Board Members, indicating that they have read and discussed the annual audit and management letter. This audit is to be prepared by an independent auditor consistent with applicable regulations for all child welfare services provided pursuant to this agreement. The audit will include a statement that the audit was conducted in accordance with generally accepted accounting principles applicable to nonprofit human service or welfare organizations; 55 PA Code, Chapter 3170 (DPW - Allowable Costs and Procedures for County Children and Youth); and, OMB Circular A-122 (Cost Principles for Nonprofit Organizations), and A-133 (Audits of States, Local Governments, and Non-Profit Organizations); and the Yellow Book, as applicable. Within 90 days of the close of the fiscal period, the Service Provider shall ensure the County receives one original copy of: the Audit Transmittal Summary, the Audit and Management Letter.

The County shall have access to and the right to examine any records of the Service Provider involving services or transactions related to funds provided by the County under the terms of this Agreement. Such inspection shall occur during normal working hours and after written request by the County. This Agreement is subject to audit by Federal and Commonwealth agencies and/or their authorized representatives. These agencies reserve the right to require or perform audits of applicable Federal and/or Commonwealth funds received under this Agreement.

8. FIXED ASSETS

Title to all fixed assets, materials, plans and procedures purchased in part or in whole with funds from this Agreement shall be identified in accordance with DPW Regulations 3170.93 "County Children and Youth Services." Title to all fixed assets equipment purchased in part or in whole from this Agreement shall vest during the term of this Agreement in the SERVICE PROVIDER and shall automatically divest upon the termination or cancellation of the Agreement and vest in the COUNTY. The COUNTY may, in its discretion, in whole or in part according to the percentage of contribution, and within one hundred and twenty (120) days after the expiration date of this Agreement:

- a. Take possession of said assets and reimburse any other funding sources according to their percentage of contribution based upon fair market value as determined by an independent appraisal;
- b. Direct that said assets be sold pursuant to an independent appraisal reflecting an acceptable fair

market value with the proceeds of the sale retained by the COUNTY.

- c. Allow retention by the SERVICE PROVIDER upon proportionate payment to the COUNTY of the share contributed by the COUNTY as determined by the fair market value in accordance with an independent appraisal. Said independent appraiser to be selected by the COUNTY and the SERVICE PROVIDER.

At all times during the performance of this Agreement and within one hundred and twenty (120) days after termination or cancellation, the SERVICE PROVIDER shall not sell, lease, donate or otherwise dispose of any such assets purchased with funds obtained pursuant to this Agreement without prior permission of the COUNTY. The SERVICE PROVIDER may pledge such assets as collateral for loans necessary to the agency.

In the event this, or a similar Agreement, is renewed or awarded to the SERVICE PROVIDER, all such assets purchased under the original Agreement or subsequent Agreements, in the case of further renewal or award, shall be subject to the provisions specified in this paragraph.

Fixed Assets purchased in whole or in part with funds obtained pursuant to this Agreement shall be obtained at the lowest practical cost. The SERVICE PROVIDER shall implement procedures for accomplishing this objective, such as competitive bidding, written estimates, sole source purchases and required justifications.

9. LIABILITY INSURANCE

The Service Provider shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits specified herein, the Service Provider shall obtain any other insurance coverage as may be required by law.

A. General Liability Insurance

- (1) Limits of Liability \$1,000,000 in the aggregate and per occurrence.
- (2) Coverage: Premise operations, blanket contractual liability, personal injury liability (employee exclusion deleted), products and completed operations, independent contractors, employees and

volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

B. Workers' Compensation and Employers' Liability Insurance

- (1) Limits of Liability: Workers' Compensation - Statutory Limits.
Employers' Liability: Statutory Limits.
- (2) Other States' coverage and Pennsylvania endorsement.

C. Automobile Liability

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owner, non-owned and hired vehicles.

D. Professional Liability Insurance

- (1) Limit of Liability: \$1,000,000 by claim and in the aggregate.
- (2) Coverage for occurrences happening during the performance of services required under this agreement shall be maintained in full force and effect under the policy. The policy shall include a "tail coverage" for up to a two year period of exposure.

All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. The County prefers that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) calendar days before work is begun. If the term of this contract coincides with the term of the Service Provider's insurance coverage, a Certificate from the expiring policy will be accepted, but a certificate evidencing renewed coverage or a new policy must be presented to the County no later than thirty (30) days after effective date of the policy.

Each policy and Certificate of Insurance shall contain: an endorsement naming the County as additional insured party thereunder; and a provision that at least thirty (30) calendar days prior written notice be given to the County in the event coverage is canceled or non-renewed or limits or coverage reduced.

If the Service Provider desires to self insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self insurance has received all the approvals required by law or regulation, as well as the most recent audited financial statement of the Service Provider's insurance. Any coverage which is self insured shall provide the same coverage, limits and benefits as the coverages listed in this section.

If the Service Provider fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.

E. Subcontractors

Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this agreement.

10. HOLD HARMLESS PROVISION - INDEMNIFICATION

It is understood that the Service Provider is an independent contractor in respect to its performance under this Agreement, and shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed either directly or indirectly to the Service Provider. The Service Provider agrees to indemnify, defend and hold harmless the County, its agents and employees for, or on account of any damage or loss, including the County's cost of litigation and attorneys fees resulting from the actions of the Service Provider, or a subcontractor of the Service Provider, in fulfilling the terms of this Agreement.

The Service Provider hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delay or default which cannot reasonably be foreseen or provided against.

11. CONFIDENTIALITY

The Service Provider shall ensure that records, names and identities of persons counseled, treated or referred shall remain confidential except as disclosure is permitted by law.

12. AFFIRMATIVE ACTION

Both parties shall not discriminate against applicants, clients or staff because of race, color, religious creed, disability, handicap, ancestry, national origin, age or sex and shall observe all applicable state and federal statutes and regulations.

- (1) The Pennsylvania Human Relations Act (43 P.S. para #951-962.2)
- (2) The Age Discrimination Act of 1975, 42 U.S.C.A. para #6101-6107.
- (3) Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. para #2000d-2000d-4, if applicable.
- (4) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. para #794, if applicable.
- (5) Title VII of the Civil Rights Act of 1964, 42 U.S.C. para #2000e-2000e-5, if applicable.

Both parties shall develop and implement civil rights policies and procedures for clients and staff in accordance with applicable laws and regulations which include the following:

- (1) A nondiscrimination policy which states that admissions, referrals, services, and employment actions are provided without regard to race, sex, color, national origin, ancestry, religious creed, disability, handicap, or age.
- (2) Reasonable physical accommodations and program accessibility to staff or clients with physical disabilities.
- (3) A procedure by which staff and clients can file complaints alleging discrimination and have their complaints investigated and resolved objectively which includes the name of the person assigned to investigate the complaint.

13. LIMITED ENGLISH PROFICIENCY

Title VI of the Civil Rights Act of 1964, as it pertains to persons with Limited English Proficiency (LEP), requires county children and youth agencies to comply with the Act regarding discrimination and the rights of persons who have LEP. All human service agencies who receive federal funds must comply with the Act or they risk losing funds for programs that are not in compliance. Those persons or agencies who are contracted by the county children and youth agency, and received federal funding, must also comply with Title VI of this Act.

14. **REQUIRED COUNTY OF ERIE EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

All public contracts hereinafter entered into by the County shall incorporate an Equal Employment Opportunity Clause, which shall read as follows:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, handicap, age, sex or national origin. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, age, religion, color, sex, handicap or national origin. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- (2) The contractor shall in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, handicap, age, sex, or national origin.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitment under the Equal Employment Opportunity Clause of the County and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor shall furnish all information and reports requested by the County Executive or the

County Council to ascertain compliance with the program.

- (5) The contractor shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of subsections (A) (1) to (8) hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the County, the County shall enter into such litigation as is necessary to protect the interests of the County to effectuate the County's Equal Employment Opportunity Program and in the case of contracts receiving Federal assistance, the contractor or the County may request the United States to enter into such litigation to protect the interests of the United States.
- (6) The contractor shall file and shall cause subcontractors, if any, to file compliance reports with the County. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
- (7) The contractor shall include the provisions of subsections (A) (1) through (8) of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (8) Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:
 - A. Withholding of all future payments under the involved public contract to the contractor in violation until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
 - B. Refusal of all future bids for any public contract with the County or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out

the policies of the program as herein outlined;

- C. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent directly, indirectly or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.

- (9) The above outlined procedures shall not apply to any contract already in existence or let out for bid prior to the enactment of this article.

15. RESPONSIBILITIES OF SERVICE PROVIDERS - RELATED TO RECOGNIZING AND REPORTING CHILD ABUSE:

The Service Provider agrees to notify the Erie County Office of Children and Youth or Pennsylvania Childline immediately if there is an identified risk of abuse or neglect for a child who is receiving service. The Service Provider is expected to notify the Erie County Office of Children and Youth or Childline in order that the appropriate risk assessment of the child can be conducted by staff from the Erie County Office of Children and Youth. At a minimum, the Service Provider must develop and implement a process for monitoring client risks. The Service Provider must provide staff training and orientations in order that staff understand their responsibilities as mandated reporters under the Office of Children and Youth Law and regulations. The Service Provider must develop and implement an expedited referral process for children/families whose risk factors increase.

16. FAMILY-CENTERED PRACTICE AND REUNIFICATION PHILOSOPHY

With regard to the delivery of services to children and families involved with the Erie County Office of Children and Youth that are the subject of this agreement, the Service Provider agrees to adhere to the philosophy of Family-Centered Practice, described in the following lists of assumptions and elements or characteristics of the practice.

The assumptions of Family-Centered Practice are:

- 1) Safety is the first concern.
- 2) Power for change resides in the family.
- 3) Crisis is an opportunity for change.
- 4) Presenting problems need to be addressed.
- 5) Most family members really care about each other.
- 6) Family members generally are doing the best they can at the time.
- 7) Children need families.

With these assumptions Family-Centered Practice approaches families by:

- a) Seeing the family as a unit;
- b) Emphasizing the family's strengths;
- c) Engaging the family in all aspects of the work; and
- d) Linking families to diverse and comprehensive supports.

Further, with regard to the delivery of services to children and families involved with the Erie County Office of Children and Youth that are the subject of this agreement, the Service Provider agrees to adhere to the Reunification Philosophy embodied in the Mission Statement of the Erie County Office of Children and Youth. Specifically, the Erie County Office of Children and Youth conducts its mission with a recognition of the magnitude of its duty to provide for the care and protection of maltreated children in Erie County, with a commitment to keep families together whenever possible, and a willingness to move deliberately toward alternative forms of permanence in cases where family preservation has been ruled out as a viable option.

17. RIGHT-TO-KNOW LAW

The Pennsylvania Right-to-Know Law, Act of February 14, 2008, P.L. _____, 65 P.S. Section 67.101, et seq. (Act No. 2008-3) provides in Section 506(d)(1) that "(a) public record that is not in the possession of an agency (the County) but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the agency, and which directly relates to the governmental function and is not exempt under this act, shall be considered a public record of the agency for purposes of this act."

The SERVICE PROVIDER hereby agrees that if the County receives a request under the act for records of the SERVICE PROVIDER and the County Open Records Officer or Deputy determines that these records must be provided for County to comply with the act under this section the SERVICE PROVIDER will supply these

records to County so that they may be made available to the requestor for inspection and/or copying.

18. DRUG FREE WORK PLACE ACT

In accordance with the Drug-Free Work Place Act the Commonwealth of Pennsylvania is prohibited from entering into a contract involving an expenditure of \$25,000 or more of federal funding with a contractor or an individual who does not certify a drug-free workplace, and who does not establish several conditions and requirements that have to be met in order to certify a drug-free workplace.

19. CONTRACTOR'S RESPONSIBILITY REGARDING DEBARMENT AND SUSPENSION

Re: Single Audit Bulletin #SAB-96-01 dated 8/19/96

Contractor Responsibility Provisions

Contractor certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the contractor cannot so certify, then it agrees to submit along with the bid/proposal a written explanation of why such certification cannot be made.

If contractor enters into subcontracts or employs under this contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extension or renewals thereof, the Commonwealth shall have the right to require the contractor to terminate such subcontracts or employment.

The contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the contractor's compliance with terms of this or any other agreement between the contractor and the Commonwealth which result in the suspension or debarment of the contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The contractor shall not be responsible for investigative costs for investigations which do not result in the contractor's suspension or debarment.

The contractor may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
Fax No. (717) 787-9138

20. FEDERAL AND STATE LAWS

This agreement is subject to all applicable provisions of State and Federal law and regulations related to the provision, delivery and funding of child welfare services to children and youth.

21. CLEARANCES

Employees of the Service Provider shall have on file with the Service Provider an original Pennsylvania State Criminal History Record Clearance (Act 34 of 1985 and Act 114 of 2006), and a Pennsylvania Child Abuse History Clearance (Act 33). The County reserves the right to receive a copy of any employee's clearance(s) or to request an updated clearance(s); the Service Provider has 90 days from date of request to provide said clearance(s).

Individuals contracted to provide services for the Erie County Office of Children and Youth shall have on file at ECOCY an original Pennsylvania State Criminal History Record Clearance (Act 34 of 1985 and Act 114 of 2006), and a Pennsylvania Child Abuse History Clearance (Act 33). The County reserves the right to request an updated clearance(s); the individual has 90 days from date of request to provide said clearance(s).

22. FRAUD, WASTE AND ABUSE POLICY

Service providers are required to have a Fraud, Waste and Abuse Policy. Two primary resources in developing a Fraud, Waste and Abuse Policy can be found at the Office of Inspector General (OIG) of the Department of Health and Human Services and at the Bureau of Program Integrity (BPI) of the Department of Public Welfare.

2 Websites to help you are:

The Compliance 101 Web page on the Office of Inspector General website includes free educational resources, training materials, videos, etc. and can be accessed at:

<https://oig.hhs.gov/compliance/101/index.asp>

The Department of Welfare has information regarding Medical Assistance fraud and abuse and the auditing process can be accessed at:

<http://www.dpw.state.pa.us/learnaboutdpw/fraudandabuse/index.htm>

23. MA EXCLUSION SCREENING

The Medical Assistance Bulletin 99-11-05, Provider Screening of Employees and Contractors for Exclusion from Participation in Federal Health Care Programs and the Effect of Exclusion on Participation went into effect on August 15, 2011. Providers who participate in the Medical Assistant Program (MA) are required to screen employees and contractors to determine if they have been excluded from participation in Medicare, Medicaid or any other federal health care program.

Screening is to be completed when employees are in the process of being hired and subsequently on a monthly basis. Exclusionary checks are made by accessing all three of the following database:

The federal List of Excluded Individuals/Entities (LEIE) maintained by HHS-OIG:

<http://www.oig.hhs.gov/fraud/exclusions.asp>

The EPLS system was retired on November 21, 2012. All exclusions capabilities will be found exclusively in SAM <http://www.sam.gov> beginning November 22, 2012.

The state data base at Pennsylvania Mediceck List maintained by DPW at:

http://www.dpw.state.pa.us/learnaboutdpw/fraudandabuse/mediceckprecludedproviderslist/S_001152.

Documentation is to be maintained of the screening process, including the dates the screenings were performed, the database source checked and the date of most recent update. For additional information go to the Office of Inspector General @ <https://oig.hhs.gov>, select the Compliance tab, select videos and Audio Podcasts, and select How to Use the Exclusions Database and Exclusion Authorities & Effects of Exclusion. Under the Exclusion tab select Frequently Asked Questions; select the 10th bullet which describes the differences between LEIE, SAM and Mediceck databases. Select Background information then select the box to the right entitled: Exclusion Authorities page contains the criminal offenses listed under Mandatory and Permissive exclusions.

Additional resources regarding self-reporting, sanctions and

penalties for failure to comply can be obtained by reviewing
Medical Assistance Bulletin 99-11-05 and the 1999 HHS-OIG
Special Advisory Bulletin: The Effect of Exclusion from
Participation in Federal Health Care Programs:
<http://oig.hhs.gov/fraud/docs/alertsandbulletins/effectd.htm>.