

PITTSBURGH COMMISSION ON HUMAN RELATIONS

MINUTES
October 6, 1997

Attendance: Christine Williams, Vice Chair
Curtis Smith B. J. Samson
Johnnie B. Grice Father Lou Vallone
Barbara Burstin Dr. George Board
Alma Speed Fox Elizabeth Pittinger

Staff: Charles Morrison, Director
Connie Miskis Zatek Yancy Miles
George Monroe
Kevin Trower, Legal Counsel

Guests: Dave Goldberg, Controller's Office

I. CALL TO ORDER

The meeting was called to order at 3:40 p.m. by Christine Williams, Vice Chair.

Due to installation of new computer equipment, the Minutes of the September meeting were mailed late. Therefore, copies were distributed and Commissioners were given an opportunity to review them at this time. Father Vallone noted a correction on the first page of the Public Hearing Section notes regarding the Demitras settlement. The amount of attorney fees should read as "\$4500," not "\$45000."

With the above correction noted, the September Minutes were unanimously approved upon motion by Commissioner Fox and second by Commissioner Board.

II. COMPLIANCE UPDATE

George Monroe reported that the 1997 contract with EEOC has been met, and we are now awaiting receipt of the 1998 contract. Director Morrison noted that, in fact, the 1997 contract for 116 cases was met in full by June 1997. He stated that early indications were that if the contract goal could be met by June, the Commission would be eligible for an upward modification. He had hoped that the modification would be 30 or more cases, but recently the Commission was notified that it would receive credit for only six more cases. EEOC pays \$500 per case completed and accepted for credit.

III. DIRECTOR'S REPORT

The following meetings were attended by the Director during the past month:

September 10 Inter-Agency Task Force/Board of Education
Purpose of these monthly meetings is information sharing and to promote the safety and welfare of the students.

September 18/19 EEOC Philadelphia District Meeting/Harrisburg
Purpose was to review the finding principals, new closure submission requirements and recent developments in the law.

September 23 Commissioner Pittinger, Yancy Miles and Director Morrison a conducted four-hour training session at the Police Academy for 28 new officers.

September 24 Disparity Study Commission/City Council
Quorum was not present, however lengthy discussion ensued regarding the RFP which will be issued shortly.

Commissioner Samson expressed concern at the lack of quorum and noted that mention should be made at the next meeting that persons who are not interested in serving on this Study Commission resign to make room for those who are willing to actively participate.

Commissioner Fox noted that this Study Commission has been meeting for more than three years and part of the problem may be inconsistency in attendance. She suggested that the Commission invite Councilman Sala Udin, chair of the Study Commission, to our next Commission meeting. She felt that he could provide answers to concerns and questions sooner and more clearly than if conveyed in a letter. Councilman Udin could also relate the various obstacles faced in the process of developing the Disparities Study.

Commissioner Pittinger agreed. She also inquired about the status of the Commission's Economic Disparities Report. Director Morrison indicated that this was largely driven by former Commissioner Denise Hughey, and upon her resignation, progress on the report slowed. Ms Pittinger suggested that the Economic Disparities Report of the Commission be re-opened, with possibly a secondary forum as follow-up.

Dr. Board pointed out that the the purpose of Council's Disparities Study Commission is different than that of the Commission's Economic Disparities Forum. City Council is interested primarily in affirmative action initiatives involving city contracts, goods and services. He agreed, however, that information from the Economic Disparities Forum may be helpful to Council.

Commissioner Samson moved to invite Councilman Udin to the November Commission meeting. The motion was seconded by Commissioner Smith and carried unanimously.

It was also agreed that Commissioner Pittinger and Director Morrison will review information from the Economic Disparities Forum and report to the Commission in the near future.

September 27 National Summit on Race Relations/NCCJ

WQED provided a hook up with other cities across the nation. The main focus was the historic and future role of public education in eradicating racism. A final report will be forwarded to the President of the United States with a request for action.

Commissioner Samson suggested that the results also be forwarded to local public officials.

October 5 Pennsylvania Civil Rights Initiatives/State College, PA

Purpose was to discuss several possible amendments to the Pennsylvania Human Relations Act, such as expanding the time frame for filing a complaint from 180 days to 300 (which will match the federal law); provide remedies for employment discrimination cases similar to those now offered in housing cases; and to add protection for sexual minorities.

The Director reported that the contract for HUD was received on October 1; revenues will be forthcoming in the next several weeks.

The Pittsburgh History & Landmarks Timeline of Key Events entitled "African-American Legacy in Allegheny County" was distributed to all Commissioners. A limited number of additional copies are still available.

Commissioner Burstin inquired about the human relations training now being conducted at the Police Academy. Director Morrison stated that he received very short notice that four hours of training was needed. As a result, a general overview was provided. The component of public school students used in the past was not used this time.

Commissioner Pittinger noted that the Chief of Police, in his meeting with the Commission in December 1996, stated that he was very interested in the Commission's human relations training, yet he has not continued key components initiated by the Commission and has reduced training from a full eight-hour day to only four hours.

The Director responded that key police personnel have changed, including the resignation of Commander DePalma. She has been replaced by Regina McDonald.

Commissioner Burstin suggested that Commander McDonald be informed, by letter, of the Commission's previous training components and the interest in continuing the curriculum. She also suggested that the Commission request that a full day of human relations training be provided again. Commissioner Fox stated that Cheryl Doubt was to coordinate the training to avoid duplication or overlapping by the county, state or other entities. She stressed that the sexual harassment component is also needed.

Commissioner Burstin suggested that Commander McDonald also be invited to meet with the Commission sometime soon. It was agreed that a letter will be directed to Chief McNeilly regarding this. Commissioner Burstin asked to review the letter before it is mailed.

Commissioner Burstin also inquired about the scope of discussion during Inter-Agency Task Force meetings, and whether human relations issues are also discussed. Director Morrison explained that these meetings are mainly for sharing information; no decisions are made which impact the schools directly.

Commissioner Fox suggested that Superintendent Dale Frederick also be asked to meet with the Commission soon regarding various human relations issues related to the schools. Commissioner Pittinger raised concern regarding the fact that many disabled students are not being included in the class, and are in fact being treated as a security risk and abused. She felt this is an extremely discriminatory practice.

Mr. Miles reminded the Commissioners that this agency does not have jurisdiction over school practices; these should more rightly be referred to the State Commission. Dr. Board stated that this whole arena is a volatile one and given the issue of jurisdiction, the Commission should move with caution. Commissioner Burstin agreed. Commissioner Pittinger disagreed, stating that provision of security services is not a school classroom policy. Commissioner Grice echoed his concern, noting that mistreating students as security risks is evidence of problems with school administration which cannot continue unchecked.

IV. OLD BUSINESS

A. Appointment of Motions Commissioner

The Chair has asked Commissioner Samson to continue to serve as Motions Commissioner for a second six-month term. Commissioner Samson has enthusiastically agreed.

B. Compliance Review Section

Commissioner Burstin, committee chair, reported that the Compliance Review Section is experiencing problems meeting a quorum for meetings and vital work must be delayed until the following month. She asked that Commissioners assigned to this committee give serious thought to how meetings can be handled more efficiently, such as moving back the starting time, assigning Commissioners to certain months, etc. Suggestions from other Commissioners are welcome.

Director Morrison reminded Commissioners that since this is a public meeting and notice is advertised in advance, any changes in time, day or location would more than likely go into effect after the first of the year. In the meantime, Commissioners will be called the morning of the meeting time to ascertain their attendance.

VI. NEW BUSINESS

Father Vallone reported that he had received a Motion to Remand from counsel in the Slifko case and will speak with the Chair to determine how best to handle the matter.

As part of other discussion during this meeting, it was noted that a vice chair presides over a meeting in the absence of the chair, but does not have full authority of the chair to act in all matters during that time of absence. The majority of Commissioners agreed that this interpretation has the effect of limiting the power of the vice chair, and asked legal counsel to research the issue for the November meeting.

Commisisoner Grice also requested a copy of the Commission policy regarding speaking to the media.

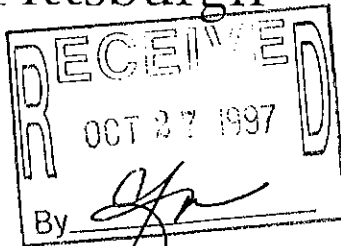
The meeting was adjourned at 4:55 p.m.

/cmz



University of Pittsburgh

*Health Sciences
Institutional Review Board*



219 Nese Barkan Building Annex
c/o WPIC, 3811 O'Hara Street
Pittsburgh, Pennsylvania 15213
412-647-7644

MEMORANDUM

TO: City of Pittsburgh Commission on Human Relations Members

FROM: Dennis P. Swanson, Administrative Vice Chairman *Dennis Swanson*

DATE: October 23, 1997

SUBJECT: Protocol Requesting Waiver of Consent in Emergency Research

The University of Pittsburgh Institutional Review Board would once again like to utilize your committee as the resource for community consultation for protocols which involve requests for waiver of consent in emergency research. The IRB has recently received a request for waiver of consent from Donald Marion, M.D., from the School of Medicine, Department of Neurology. He has prepared an informational summary of the proposed research study which is enclosed for your review.

Dr. Marion and I will attend the November 3, 1997, meeting and at that time he will present a brief outline of the study and answer any questions that you may have. Please feel free to contact me in the interim with any questions at 647-9834.

I would like to take this opportunity to once again thank each of you for making the decision to be a part of this very important process.

DPS:jmb

Enclosure

Moderate Hypothermia and Local Cerebral Ischemia Following Severe Head Injury
IRB #9502101

Principle Investigator: Donald W. Marion, M.D., M.Sc.

Associate Professor, Neurological Surgery
Director, Brain Trauma Research Center
University of Pittsburgh Medical Center
Pittsburgh, Pennsylvania 15213
(412) 647-0956

The *Moderate Hypothermia and Local Cerebral Ischemia Following Severe Head Injury* research study is a multi-site randomized clinical trial conducted in patients with severe traumatic brain injury. This study compares standard management at normal body temperature with standard management plus moderate hypothermia (lowered body temperature) for 48 hours. Past research suggests that brain injury has important effects on blood flow to the brain. The effect of brain injury on small regions of the brain may decrease blood flow to critically low levels, but until now it was not possible to measure this decreased flow to small regions of the brain. Knowledge of local blood flow adequacy is important because many of the treatments for brain injury have direct, and sometimes negative, effects on blood flow to the brain, potentially causing small strokes. There also is evidence that cooling of the brain may help to prevent the adverse effects of low local blood flow, and avert these small strokes. However, this has not been established in human victims of severe head injuries.

This study was started in October of 1994 and six active study centers are currently participating in this trial. The goal of the study is to enter 600 patients over six years. As of October 18, 1997 a total of 380 patients have been enrolled at the six sites. A total of 130 patients have been screened at the University of Pittsburgh Medical Center with a total of 55 (42%) enrolled in the study. Patients are screened in the Emergency Room by Neurological Surgery Attendings and Residents. The criteria for inclusion are:

1. Traumatic head injury (except gun shot wounds)
2. Age 16 - 65 years old, inclusive
3. Glasgow Coma Scale score or ≤ 8 , with a motor score ≤ 5 (This is a standard measurement of the severity of head injury.)

The average age for the patients enrolled at the University of Pittsburgh Medical Center is 31.9 years, with the range of ages being 16-65 years, inclusive. There are forty-three (78%) male and twelve (22%) female patients. Fifty (91%) of the patients are white and five (9%) are black. None of the patients are of Hispanic origin. Of the enrolled patients, thirty-three (60%) have signed consent, three (5.5%) have telephone consent, and nineteen (34.5%) were waived into the study. All of the families of the patients enrolled with waiver were informed of the study upon their arrival to the hospital and the study was explained, including risks, benefits, and the right to withdraw at any time. All of the families have agreed to continue with the study.

When enrolled in the study, patients are randomized to either hypothermia (cooling the body) or

normothermia (normal body temperature). Patients who are assigned to hypothermia are cooled as quickly as possible with cooling blankets, cool baths, and ice water put into and removed from their stomachs. Once they reach 32 - 33°C (89.6 - 91.4°F), only cooling blankets are used to maintain that temperature for 48 hours. All of the patients have catheters placed in the brain, esophagus, bladder and rectum to continuously monitor body temperature. The major complication of cooling the body is an irregular heart beat. Therefore, all of the patients are in an intensive care unit and their vital signs, heart rate and blood pressure, are monitored continuously. The cooled patients are slowly rewarmed after 48 hours. The only other known complication of moderate cooling is a change in the level of potassium in the blood. If rewarmed too rapidly, potassium can rise to dangerous levels. Potassium levels are drawn every 4 hours during rewarming to monitor for abnormally high levels. All other treatments for both groups, hypothermic and normothermic, are the same.

All patients enrolled in the study are evaluated by neuropsychology during the hospital stay, at one month, three months and six months from injury. Functional outcomes are assessed. At the completion of the study, all data will be analyzed to determine if cooling the body improves recovery from head injury.

DRAFT

A G R E E M E N T

MADE this _____ day of _____ 1997

BY AND BETWEEN

CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter referred to as "CITY,"

A
N
D

BYRD R. BROWN LAW OFFICES, of Pittsburgh, Allegheny County, Pennsylvania, hereinafter referred to as "ATTORNEY."

WHEREAS, CITY requires legal services in connection with the duties of the Commission on Human Relations pursuant to the City Code; and,

WHEREAS, ATTORNEY is possessed of professional experience and expert skill, and is qualified to perform the required services; and,

WHEREAS, CITY desires to engage ATTORNEY upon the terms and conditions hereinafter set forth, and ATTORNEY is willing to accept such engagement upon such terms and conditions;

THEREFORE, in consideration of the mutual promises and intending to be legally bound hereby, the parties agree as follows:

1. SCOPE OF WORK. CITY hereby engages ATTORNEY as an independent contractor to perform the following work, and ATTORNEY hereby agrees to perform said work upon the terms and conditions hereinafter set forth: to perform services of the Solicitor of the Pittsburgh Commission on Human Relations as same is defined in the Home Rule Charter, City of Pittsburgh, and ordinances enacted pursuant thereto.

2. COMPENSATION. As full compensation for the performance of said professional services, CITY shall pay ATTORNEY and ATTORNEY shall accept a fee based upon the following criteria:

Services will be provided as needed at the rate of

\$90.00 per hour for Byrd R. Brown

\$75.00 per hour for associate attorneys

\$35.00 per hour for para-legals.

In no event shall the total fees payable under this Agreement exceed the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), chargeable to and payable from Org. #105000 / Fund #1000 / Sub-Class #150 / Account #526145 / Budget Year 1998.

ATTORNEY agrees to provide its services on a pro bono basis in the event that the fees payable under this contract have been exhausted.

3. METHOD OF PAYMENT. Payment shall be made in stages upon the completion of items as described in paragraph #1 of this Agreement. ATTORNEY shall, prior to receiving payment, submit to CITY a certified itemized invoice detailing the amount being claimed pursuant to this paragraph.

4. PAYMENT OF TAXES AND SET OFF. ATTORNEY warrants that any and all taxes or municipal claims that may be payable to the CITY of Pittsburgh by ATTORNEY are current and not delinquent. If CITY determines that there is an outstanding delinquency, or if any taxes or municipal claims become delinquent and owing during the term of this contract or prior to final payment by CITY, ATTORNEY hereby grants CITY the right to set-off that indebtedness against any amounts owing to ATTORNEY under the terms of this contract. CITY reserves the right to apply set-off of payments in whatever manner it deems appropriate.

5. TERM OF AGREEMENT. This agreement shall terminate December 31, 1998.

6. INTERRUPTION, POSTPONEMENT, ABANDONMENT. In the event the work herein contemplated, or any part thereof, shall be interrupted, postponed or abandoned due to circumstances which CITY considers to be to its best interests, ATTORNEY shall not be entitled to any further payment for such work or part thereof beyond and in excess of the amount due at that time, and final payment shall be based on the proportionate amount of the fee earned to such date.

7. EXTRA SERVICES. If extra services are required for satisfactory completion of the work or any phase thereof, the extra costs are thereby necessarily incurred by ATTORNEY. ATTORNEY may be reimbursed only upon approval by the Director of the Human Relations Commission, pursuant to proper legislative action by CITY. However, CITY shall not reimburse ATTORNEY for any extra services occasioned by interruption, postponement or abandonment of the work because of circumstances which CITY deems to be to its best interests. In such cases, CITY shall pay only the cost of services rendered up to the time of such interruption, postponement or abandonment, pursuant to paragraph #6 hereof.

8. MONITORING AND EVALUATION. All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. ATTORNEY shall supply CITY with written reports on program activity, in a form approved by CITY, as CITY may, from time to time, require. ATTORNEY shall provide CITY with such additional information and data as may be periodically required by federal or state authorities, or by CITY itself. Authorized representatives of CITY shall have access to the books and records maintained by ATTORNEY with respect to any services or materials provided to CITY pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, memoranda, checks, correspondence or other relevant documents. All such books and records shall be preserved by ATTORNEY for period of three (3) years after the termination of this Agreement.

9. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE.

a. Definition. The term "data," as used in this Agreement, includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations.

b. Rights in data. All data developed pursuant to this Agreement shall belong solely and exclusively to CITY, and CITY shall have the full right to use such data for any official purpose and in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to or approval by ATTORNEY. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

c. Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright by ATTORNEY in the United States of America or in any other country. ATTORNEY hereby relinquishes, or shall cause to be relinquished, any and all copyrights and/or privileges to data developed or prepared under this Agreement without an additional payment to ATTORNEY therefore. ATTORNEY agrees at the request of the CITY to include a copyright notice indicating the date of publication and identifying CITY as the owner in any materials produced under this Agreement. ATTORNEY shall not include in the data any copyrighted matter unless ATTORNEY obtains the prior written approval of the Director of the Commission on Human Relations of CITY and provides the said Director with written permission of the copyright owner for ATTORNEY to use such copyrighted matter in the matter provided herein.

10. CONFIDENTIALITY. ATTORNEY agrees not to divulge or release any information or data developed or obtained in conjunction with any aspect of its performance under this Agreement, except to authorized CITY personnel or upon prior written approval of the Director of the Commission of Human Relations of CITY.

11. WORKER'S COMPENSATION. ATTORNEY hereby certifies that it has accepted the provisions of the Worker's Compensation and Occupational Diseases Act, as amended and supplemented, and that it has insured its liability thereunder in accordance with the terms of said Act insofar as the work covered by this Agreement is concerned, as evidenced by a certificate of insurance it has caused to be attached hereto.

12. INSURANCE. ATTORNEY shall maintain insurance in the amount specified in this section throughout the term of the Agreement. Attached hereto as Exhibit #A and incorporated herein, is a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company evidencing the following minimum coverages which insurance shall be non-cancellable except upon 30 days prior written notice to CITY:

| | |
|----------------------------------|---|
| Professional Liability insurance | \$1,000,000.00 |
| Worker's Compensation | \$100,000 individual occurrence \$500,000 aggregate amount |

All premiums shall be at the expense of ATTORNEY. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all service required hereunder, which ever shall occur later, ATTORNEY shall renew said insurance in a timely manner and shall forward a copy of the certificate of insurance evidencing such renewal to the Director of the Commission on Human Relations.

13. COMPLIANCE WITH LAWS. ATTORNEY shall fully obey and comply with all laws, ordinances, and administrative regulations duly made in accordance therewith, which are or should be applicable to any work performed under this Agreement.

14. ANTI-DISCRIMINATION. The parties shall not discriminate in connection with this Agreement, on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non-job-related handicap or sexual orientation. The parties shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V - Discrimination, and any amendments thereto. The parties shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto, and any regulations issued thereunder.

15. PITTSBURGH HOME RULE CHARTER, LIABILITY OF CITY. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of City hereunder is limited to the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) chargeable to and payable from Org. #105000 / Fund #1000 / Sub-class #150 / Account #526145 / Budget Year 1998.

16. ASSIGNMENT/SUBCONTRACTING. ATTORNEY shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of CITY.

17. INTERPRETATION. In the event of any dispute as to the interpretation of the terms of this Agreement, the decision of the Director of the Commission on Human Relations shall be final.

18. DEBARMENT. ATTORNEY warrants that it is not prohibited from entering into this Agreement with the CITY by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as Exhibit "B" and incorporated into and made a part of this Agreement.

19. STATEMENT OF AFFILIATIONS. ATTORNEY herewith files a Statement of Affiliations with the CITY, attached hereto as Exhibit "C," in accordance with Section 197.08(c) of the Pittsburgh Code.

20. AUTHORIZING RESOLUTION. This Agreement is entered into by the CITY of Pittsburgh pursuant to Resolution No. _____ effective _____.

21. INDEMNITY. ATTORNEY hereby agrees to indemnify, save and hold harmless, and defend CITY, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance of ATTORNEY of any services under this Agreement; any act, error or omission of ATTORNEY or of any agent, employee, licensee, contractor or subcontractor of ATTORNEY; and any breach by ATTORNEY of any of the terms, conditions or provisions of this Agreement.

22. AMENDMENT. This Agreement contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties.

23. TERMINATION. CITY may terminate this Agreement at any time, without cause or liability, thereby, by giving ATTORNEY thirty (30) days advance written notice of its intention to terminate.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

ATTEST:

CITY OF PITTSBURGH

WITNESS

BY: _____
Mayor

BY: _____
Director
Commission on Human Relations

ATTEST:

ATTORNEY

BY: _____
Name:
Title:
Tax Identification or
Social Security No.: _____

EXAMINED BY _____
Assistant City Solicitor

APPROVED AS TO FORM _____
City Solicitor

COUNTERSIGNED _____
City Controller

EXHIBIT B

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

DEBARMENT AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared
BYRD R. BROWN, who, being duly sworn according to
law, and under penalty of perjury, deposes and says that neither he nor, to the
best of his actual knowledge, information or belief, BYRD R. BROWN LAW
OFFICES, or any affiliated individual is prohibited from entering a bid or
participating in a City of Pittsburgh contract by reason of disqualification as set
forth at Pittsburgh Code Section 161.22(b).

NAME: Byrd R. Brown
Title: Owner

SWORN TO and subscribed
before me this _____
day of _____, 199__.

Notary Public

(SEAL)