

RESOLUTION AGREEMENT

Between the

U.S. Department of Health and Human Services
Office for Civil Rights

and

The University of Pittsburgh Medical Center

Transaction Number: 10-106043

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I. Introduction

This Resolution Agreement (hereinafter "Agreement") is entered into by the United States Department of Health and Human Services, Office for Civil Rights (hereinafter "OCR"), and the University of Pittsburgh Medical Center (hereinafter "UPMC"), a Pennsylvania non-profit corporation.

This Agreement resolves a complaint, OCR transaction number 10-106043 ("Complaint"), filed with the Department of Justice on November 20, 2009 and received by OCR on December 15, 2009, by Mr. Jesse Brown, the Braddock Borough Council President, through his attorney Mr. Lawrence Shields, III. The Complaint alleged that the closure of UPMC Braddock hospital will have a disproportionate or disparate impact or effect upon the African American population living in Braddock.

II. Parties to the Agreement

1. The United States Department of Health and Human Services, Office for Civil Rights; and
2. The University of Pittsburgh Medical Center, a Pennsylvania non-profit corporation.

III. Jurisdiction

UPMC receives Federal financial assistance through its participation in the Medicare and Medicaid programs and is subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., (hereinafter "Title VI") and its implementing regulation, 45 C.F.R. Part 80. Title VI prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving Federal financial assistance. The implementing regulations prohibit both intentional discrimination and policies and practices that appear neutral, but have a discriminatory effect. Policies that have a disproportionate adverse effect on the basis of race on the ability of individuals to meaningfully access services may also constitute a violation of Title VI.

IV. Background

On December 15, 2009, OCR received a Title VI Complaint against UPMC concerning the closure of UPMC Braddock hospital. The Complaint was filed by Mr. Jesse Brown, the Braddock Borough Council President, through his attorney M. Lawrence Shields, III. OCR determined that the U.S. Department of Health and Human Services had jurisdiction over the Complaint.

In his Complaint, Councilman Brown reported that on October 16, 2009, UPMC announced that it was going to close one of its hospitals, UPMC Braddock, on

January 31, 2010. He alleged that the closure of UPMC Braddock hospital would have a “disproportionate or disparate impact or effect upon African Americans (including myself), which constitutes a violation of Title VI.” The complainant requested injunctive relief to prevent the hospital closure. UPMC denies the allegations of the Complaint.

UPMC is the parent company of a large non-profit health system. Beginning in 1996 and continuing through January 31, 2010, UPMC Braddock operated a hospital as part of the UPMC system. The hospital was a 158-licensed bed facility that offered a wide range of services including behavioral health services, dental care, emergency care, surgical services, and rehabilitation services. It had approximately 6700 admissions per year. Citing financial losses and underutilization of the hospital, UPMC closed Braddock Hospital on January 31, 2010.

V. Purpose of Agreement

The purpose of OCR in entering this Agreement is to ensure UPMC’s continued compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. and its implementing regulation, 45 C.F.R. Part 80. More specifically, OCR’s intent is to ensure that the closure of UPMC Braddock hospital does not have a disparate impact on the predominantly minority population of the borough of Braddock, Pennsylvania. To resolve this matter expeditiously and without further burden or the expense of additional review or enforcement proceedings, UPMC and OCR agree to the terms stipulated in this Agreement. These terms serve to ensure that residents of the Braddock borough have meaningful access to the following: primary and urgent care services; reasonable transportation options in order to access primary and urgent care services as well as a comprehensive range of general and specialty health care services; opportunities to participate in health screening and wellness programs; and information regarding how to access health care services now that UPMC Braddock has closed.

Further, although it denies the allegations of the Complaint, UPMC is entering this Agreement because, consistent with its mission, UPMC desires to continue to promote the availability of and access to health care, and because the additional benefits and services that it commits to provide in accordance with this Agreement are consistent with that charitable mission. UPMC reaffirms its assurance of compliance with all provisions of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d and its implementing regulation. The promises, obligations or other terms and conditions set forth in this Agreement constitute the exchange of valuable consideration between UPMC and OCR. The actions described in this Agreement fully address the issues described in the Complaint. It is understood and agreed by OCR and UPMC that UPMC voluntarily agreed to take the steps outlined herein prior to the formal conduct of an investigation and prior to the making of or the issuance of any findings of fact or conclusions of law, adverse or otherwise, by OCR. Further, UPMC's willingness to enter into this Agreement with OCR in no way constitutes an admission of liability on the part of UPMC in relation to the issues raised in the complaint. Accordingly, this Resolution Agreement shall not be deemed or construed to be an admission or evidence of

any violation of any law or regulation or of any liability or wrongdoing on the part of UPMC or its staff.

VI. General Provisions

- A. Scope.** This Agreement resolves the specific issues raised in the complaint dated November 20, 2009 filed against UPMC concerning the closure of UPMC Braddock hospital. It is not intended to preclude or prejudice any other compliance review or complaint investigation that may be pending before OCR now or in the future on any matter other than any that may be based on the same allegations, facts and circumstances as those that are set forth in the Complaint. Any other compliance matters arising from subsequent compliance reviews or complaint investigations shall be dealt with and resolved separately.
- B. Suspension of Administrative Actions.** Subject to the continued performance by UPMC of the stated obligations and required actions contained in this Agreement and in conformity with VI.D., "Failure to Comply with the Agreement," OCR shall suspend administrative actions on OCR Transaction Number 10-106043.
- C. Effective Date and Term of the Agreement.** This Agreement shall become effective on the date it is signed by all parties (hereinafter "the Effective Date") and will remain in effect for three (3) years after the Effective Date (hereinafter the "Term"), at which point if OCR determines that UPMC has complied with this Agreement, OCR's review and monitoring of this Agreement shall terminate and OCR Transaction Number 10-106043 will be closed. Notwithstanding the Term of this Agreement, UPMC reaffirms that it will comply with Title VI and other applicable Federal nondiscrimination statutes and their implementing regulations, for so long as it continues to receive Federal financial assistance.
- D. Failure to Comply with the Agreement.** If OCR determines that UPMC has failed to comply with any provision of this Agreement, the parties will confer and attempt to reach agreement as to what steps may be necessary to resolve the compliance issues to both parties' satisfaction. If an agreement is not reached, OCR may terminate this Agreement with thirty (30) calendar days notice and take appropriate measures to effectuate UPMC's compliance with Title VI. Such measures may include OCR re-opening its review of UPMC's compliance with Title VI. OCR may incorporate into the re-opening of its review any relevant evidence of non-compliance with this Agreement and any relevant evidence obtained by OCR prior to the signing of this Agreement. OCR also may exercise all rights available under Title VI, including but not limited to issuing non-compliance findings and initiating necessary enforcement proceedings.
- E. Effect on Other Compliance Matters.** Nothing in this Agreement will be construed to limit or restrict OCR's statutory and regulatory authority to conduct future complaint investigations and compliance reviews related to

UPMC's compliance with this Agreement. This Agreement does not address or resolve issues involved in any other complaint investigation, compliance review or administrative action under Federal laws by other Federal Agencies, including any action or investigations under Title VI, other than an investigation, compliance review, or administrative action arising out of allegations, facts and circumstances that are the same as those set forth in the Complaint.

- F. Prohibition Against Retaliation and Intimidation.** UPMC denies that it has retaliated, intimidated, threatened, coerced or discriminated against any person, and OCR has not made any findings that it has. Nevertheless, UPMC agrees that it shall not retaliate, intimidate, threaten, coerce or discriminate against any person who has filed a complaint or who has assisted or participated in the investigation of any matter addressed in this Agreement.
- G. OCR's Review of UPMC's Compliance with the Agreement.** OCR may review UPMC's compliance with this Agreement at any time while the Agreement is in effect. As part of such review, OCR may require written reports, access to witnesses, copies of documents, and/or inspection of UPMC's facilities. Throughout the duration of this Agreement, UPMC agrees to retain the records required by OCR to assess its compliance. OCR will maintain the confidentiality of all documents, files and records received from UPMC and will not disclose their contents except where necessary in formal enforcement proceedings or where otherwise required by law.
- H. Non-Waiver Provision.** Failure by OCR to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision shall not be construed as a waiver of OCR's right to enforce other deadlines or any provisions of this Agreement.
- I. Entire Agreement.** This Agreement constitutes the entire understanding between UPMC and OCR in resolution of OCR transaction number 10-106043. Any statement, promise or agreement not contained herein shall not be enforceable through this Agreement.
- J. Modification of Agreement.** This Agreement may be modified by mutual agreement of the parties in writing.
- K. Effect of UPMC Program Changes.** UPMC reserves the right to change or modify its programs, so long as UPMC ensures continued compliance with Title VI and other applicable Federal statutes and the provisions of this Agreement. Significant program changes that may affect compliance with this Agreement or any applicable statutes and regulations within OCR's jurisdiction must be promptly reported to OCR.
- L. Authority of Signer.** The individual(s) who sign this document on behalf of UPMC represents that he or she is authorized to bind UPMC to this Agreement.

- M. Publication or Release of Agreement.** OCR places no restriction on the publication of the terms of this Agreement. In addition, OCR may be required to release this Agreement and all related materials to any person upon request, consistent with the requirements of the Freedom of Information Act, 5 U.S.C. § 522, and its implementing regulation, 45 C.F.R. Part 5.
- N. Third Party Rights.** This Agreement can be enforced only by the parties specified in this Agreement, their legal representatives and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.
- O. Technical Assistance.** OCR will provide appropriate technical assistance to UPMC regarding compliance with this Agreement, as requested and as reasonably necessary.
- P. Miscellaneous.** When OCR verifies that UPMC has completed all actions contained in this Agreement, OCR shall consider all matters related to this investigation resolved and so notify UPMC in writing. Such verification shall not be unreasonably withheld.
- Q.** The following “Specific Provisions” set forth all actions to be taken by UPMC directly, and/or through one or more subsidiaries of UPMC.

VII. Specific Provisions

A. Access to Health Care Services.

1. Expansion of Availability of Primary and Urgent Care Services.

Prior to the closure of UPMC Braddock Hospital, Braddock residents had access to primary care services at the Braddock Family Health Center, which is located across the street from the former site of the UPMC Braddock Hospital. The Braddock Family Health Center, a Federally Qualified Health Center, was open on Monday from 10:30 a.m. to 7:00 p.m. and Tuesday through Friday from 9:00 a.m. to 5:30 p.m. (the “Standard Hours”). In anticipation of the closure of UPMC Braddock Hospital and in an attempt to mitigate any disparate impact on the Braddock community resulting from the UPMC Braddock Hospital closure, UPMC executed a contract with the Braddock Family Health Center dated January 28, 2010 to extend its normal operating hours. Now that its hours have been expanded, the Braddock Family Health Center is currently open for the additional hours of 5:30 p.m. to 9:00 p.m. on Tuesdays and Thursdays and on Saturdays from 11:00 a.m. to 3:00 p.m. Within twenty (20) days of the Effective Date of this Agreement, UPMC will, at a minimum, ensure the availability of health care services for individuals residing in the greater Braddock area (i.e., Braddock, North Braddock, Rankin, and East Pittsburgh) as follows:

- a) UPMC will ensure that a range of health care services will be available to residents of the greater Braddock area. These services will include, but will not be limited to the following:
- i. Treatment for minor cuts and burns
 - ii. Treatment for sprains and strains
 - iii. Treatment for minor infections
 - iv. Treatment for cold and flu symptoms
 - v. Electrocardiogram testing
 - vi. Provision of intravenous fluids
 - vii. Laboratory services¹
 - viii. Minor suturing²
 - ix. Immunizations and vaccinations
 - x. Gynecological services including annual gynecological exams and Pap tests
 - xi. Non-narcotic pharmacy services per Section VII.A.1.h of this Agreement
 - xii. Imaging services per Section VII.A.1.i of this Agreement
- b) Health care services may be provided either by UPMC directly, or through a contractual agreement with another entity.³
- c) Health care services will be provided during the following hours: from 10:30 a.m. to 7:00 p.m. on Mondays, from 9:00 a.m. to 9:00 p.m. Tuesdays through Fridays, and from 11:00 a.m. to 3:00 p.m. on Saturdays. All hours beyond the Standard Hours will be hereinafter referred to as the “Extended Hours.”
- d) Within thirty (30) days after the Effective Date of this Agreement, health care services will be provided on the second Sunday of each month from 1:00 p.m. to 5:00 p.m. for a three (3) month period. After this three (3) month period, UPMC and the contracted entity will assess the feasibility of continuing or expanding the Sunday service. If the assessment results in a determination that the Sunday service is not feasible, UPMC will obtain approval from OCR before ending the Sunday service.
- e) UPMC agrees to fully subsidize the staffing cost of the extension of health care services during the Extended Hours, as set forth in this Agreement.

¹ Services under this provision refer to Level 1 laboratory services. Level 1 laboratory services include the following: urinalysis (non-automated dipstick or tablet method); whole blood finger stick method for glucose; pregnancy tests; fecal or gastric occult blood, non-instrumented; and wet mounts, including preparations of vaginal, cervical or skin specimens, and synovial fluid. Higher level laboratory services will be provided at an alternative site operated by the contracted entity or UPMC.

² Minor suturing would involve no more than four sutures. Further suturing or suturing of wounds to the face or head would be referred to a medical specialist for care.

³ Because UPMC already has an existing contract with Primary Health Care Services, Inc., the operator of the Braddock Family Health Center, UPMC may meet its obligation to ensure availability of health care services under this section of the Agreement by contracting with Primary Health Care Services, Inc. or by contracting with another provider of UPMC’s choice.

- f) UPMC's subsidization of the Extended Hours must be adequate to cover the costs of a model staffing complement inclusive of a physician, or nurse practitioner, a nurse or medical assistant, a front desk/receptionist, and a security presence.
- g) During the Extended Hours, all walk-in patients will be able to access services without an appointment. During the Standard Hours, walk-in patients will have access to services provided that patients with scheduled appointments will be given preference as to wait times.
- h) UPMC will ensure that health care services offered through this section will include the capability of dispensing commonly used non-narcotic prescriptions for its patients. To enable this capability, UPMC will provide technical consultative support and other needed assistance in obtaining a pharmacy cabinet, if requested by the designated provider of health care services as described in Section VII.A.1.b.
- i) UPMC will provide access to dial-a-ride transportation from the designated provider of health care services as described in Section VII.A.1.b of this Agreement and the Rankin Family Health Center to UPMC McKeesport's Outpatient Center in Forest Hills for those patients who are in need of imaging services as determined by the appropriate health care provider. This transportation service will be available during the Standard and Extended Hours as well as for the hours of operation of the Rankin Family Health Center. If imaging services are required during Standard Hours or Extended Hours when the UPMC McKeesport Outpatient Center in Forest Hills is not open, such transportation shall be provided to UPMC McKeesport hospital. To accommodate this, UPMC McKeesport hospital's radiology department will extend its hours for imaging services to include all hours of operation of the designated provider of health care services as described in Section VII.A.1.b of this Agreement and the Rankin Family Health Center. Return transportation will be provided for all dial-a-ride services established by this Section. Additionally, these transportation services will be provided whether the imaging services are completed immediately following the patient appointment at the designated provider of health care services as described in Section VII.A.1.b of this Agreement or the Rankin Family Health Center, or whether it is scheduled for the next day. In the latter case, transport may be provided directly from and to the patient's home. This transportation will not be used if an EMS transport to an emergency room is medically indicated.
- j) The services described in Section VII.A.1 will continue for a period of three (3) years from the Effective Date of this Agreement. The requirements of VII.A.1 will apply regardless of whether the designated provider of services as described in Section VII.A.1.b of this Agreement relocates to the new

facility that will be constructed on the site now occupied by UPMC Braddock Hospital.

- k) UPMC may seek to change the expanded hours of operation set out in this Agreement. However, in order to make any changes to the expanded hours of operation, UPMC will obtain prior approval from OCR. UPMC will support its request for OCR approval with data concerning actual usage patterns of health care services. In making its approval determination, OCR will take into consideration factors such as utilization rates, costs, and alternative options of health care services offered as part of this Section.

2. Social Service Outreach and Community Wellness Program.

UPMC will continue to operate the Steps to a Healthy Community ("Steps") program at the current level of operations, and it will continue to fund the staffing and operating costs of the Steps program at such level. The Steps program operates with the overall objective of reducing and eliminating health disparities. The Steps program will operate as a community-based program that will be available to all residents of the greater Braddock area. Within twenty (20) days of the Effective Date of this Agreement, UPMC agrees to operate the Steps program to do the following:

- a) The Steps program will employ two outreach social workers who will engage in community social service coordination to assist residents of the greater Braddock area in accessing governmental and community resources including governmental health and welfare benefits; governmental supplemental income benefits; transportation; housing and housing assistance; utilities and utility assistance; and medical, mental health and substance abuse health care services.
 - i. In order to facilitate this process, Steps will continue to utilize its social services self-assessment process at all of the points of contact specified in VII.A.2.e.(i)-(ii).
 - ii. As an addendum to its social services self-assessment process, Steps will utilize a health risk assessment tool, the same as or similar in content to the sample provided in Appendix A. This health risk assessment tool would serve to identify primary care, dental care and other health care needs and lifestyle behavioral risks and needs.
 - iii. The results of the social services self-assessment and the additional health care assessment tool will be used to refer participants to the appropriate governmental and community resources, as well as to the appropriate health care services and providers. Additionally, Steps will refer participants to the appropriate classes and programs available through its health ministries program discussed in Section VII.A.2.(b)-(c), or

available through other UPMC programs and community resources.

- b) The Steps program will employ a health coach who will engage in facilitating the development and operationalization of a sustainable health and wellness program (including exercise and nutrition) for residents of the former Braddock service area. The program will focus on promoting health ministry programs within local churches, training and support to health ministry program leaders within such churches, and facilitating the provision of external resources (e.g. nutrition counselors) to the health ministries participants.
 - i. The unique needs of each individual health ministry congregation will be assessed biannually using the Steps “Congregational Health Needs Assessment” and the “Talent and Needs Survey.”
 - ii. The results of the assessment tools discussed in Section VII.A.2.b.(i) will be used by the health coach to assist each ministry in creating a tailored health promotion plan for its congregation. Health promotion plans will aim to increase daily physical activity, modify nutritional and behavioral habits, and reduce stress.
- c) In conjunction with its health ministries program, Steps will partner with the “Health Ministry Leaders,” who are the individual volunteers identified within each participating parish or congregation who are the responsible local advocates for parish & community participation in the Steps program, to arrange and schedule various health instruction classes in locations readily accessible to residents of the greater Braddock area. These classes will occur at least twice every month and may provide didactic instruction on various health and wellness topics including physical activity and exercise, stress management, nutrition, smoking cessation and disease state management.
- d) The Steps program will provide the additional community outreach and patient advocate/ombudsperson services described in Section VII.C.1 of this Agreement.
- e) The Steps program will maintain an office accessible to residents on a walk-in basis Monday through Friday, 8 a.m. to 4:30 p.m. at the current location at 820 Braddock Avenue or an alternate similar location in the borough of Braddock.
 - i. In addition to walk-in access, the Steps program will reach out to residents of the greater Braddock area needing its services through the following points of contact: the Braddock and Rankin Family Health Centers, required community health screenings, housing communities, hospital case managers, primary care physician offices, EMS services, community agencies, local fire and police departments, school districts, churches, UPMC Health Plan, the Braddock Dental

- Center, community forums, the Health for Life Summer Camp and Senior Citizen Centers.
- ii. Furthermore, within twenty (20) days of the Effective Date of this Agreement, the Steps program will commit to continue its various grassroots and programmatic efforts to increase awareness of, and encourage participation in, the Steps program by the residents within the Borough of Braddock. As part of the outreach effort, Steps will do the following:
- A. Re-establish contact with initial participants enrolled in 2007 who have had limited Steps contact since initial enrollment. As a component of this contact, Steps will inform residents of the information described in Section VII.C.2.(a)-(e) and perform the functions described in Section VII.A.2.a(i)-(iii).
 - B. Make direct contact with additional Braddock Borough residents to conduct additional resident assessments in the community and increase overall awareness in the community of Steps programmatic offerings. In addition, Steps will inform residents of the information described in Section VII.C.2.(a)-(e) and perform the functions described in Section VII.A.2.a(i)-(iii).
 - C. Encourage residents to schedule and visit a doctor and/or dentist.

The Steps program may use a variety of outreach strategies to facilitate this effort including the following: phone calls to Braddock Borough residents; door-to-door outreach; in-person assessments at the Steps office; and outreach to individuals at points of contacts specified in Section VII.A.2.e(i) and Section VII.A.2.e(iii). Steps will use best efforts to access Braddock Borough resident contact information so that it may identify residents who have had no previous contact with the Steps program in the past (i.e. not on a current or past listing of participants) and past participants with limited Steps contact. To fulfill the obligations of this section, Steps will use its best efforts to contact at least 75% of Braddock Borough households. Steps will complete this campaign within 210 days of the Effective Date of this Agreement.

- iii. UPMC, in conjunction with its Steps program, will hold at least two open-house events at the Braddock Family Health Center within 180 days of the Effective Date of this Agreement. The purpose of these events will be to familiarize the Braddock community with the Braddock Family Health Center facility, the services available at the facility, and how to access these services. UPMC

will widely advertise open-house events to greater Braddock area residents as defined in Section VII.A.1. UPMC may accomplish this directly through direct mailings to residences of the 15104 and 15112 zip codes, advertising in the local newspaper serving the targeted areas, the posting of flyers in local establishments, and through outreach efforts of the STEPS programs as described in VII.A.2.e.

- iv. If UPMC exercises its best efforts, utilizing at least three of the four outreach strategies identified in Section VII.A.2.e(ii), but is nevertheless unable to contact 75% of Braddock Borough households within the 210 day timeframe required under this Agreement, UPMC will consider and discuss with OCR, consistent with Section VII.2.(g), whether continued efforts or alternate strategies could increase outreach.

- f) The Steps program will promote awareness of the YMCA facilities in McKeesport and Wilmerding and any other local facilities.
- g) While the Steps program will generally maintain the elements described in Sections VII.A.2.(a)-(f) above, UPMC may, subject to OCR approval, modify elements of the program as new methods of meeting residents' needs are identified and developed, provided that UPMC continues to operate and fund the Steps program at current levels as stated herein.

3. Preventive Health Screenings.

UPMC, either directly through one or more of its subsidiaries or indirectly through a contractual agreement with another organization, will conduct a series of Preventive Health Care Screenings in the greater Braddock area (as defined in Section VII.A.1 of this Agreement) to screen residents for certain health care conditions at no cost to participants. At a minimum, these Preventive Health Care Screenings will:

- a) screen residents for health conditions including but not limited to hypertension, body fat, visual acuity, cholesterol (when fasting screening is feasible), pulmonary function testing, and bone density.
- b) be held at least six (6) times per year, which may include, for example, screenings at scheduled events in Braddock, such as, Braddock Community Days, Carnegie Library Light Up Night, Carnegie Library Community Planning Session, Braddock Family Health Center's Outdoor Summer Event, and various local State Health Improvement Project (SHIP) supported

influenza vaccination sessions as scheduled during the autumn vaccination season.⁴

- c) be available to all individuals residing in the greater Braddock area.
- d) be widely advertised to greater Braddock area residents as defined in Section VII.A.1. UPMC may accomplish this directly through direct mailings to residents of the 15104 and 15112 zip codes, advertising in the local newspaper serving the targeted areas, through one or more of its subsidiaries, or indirectly through a contractual agreement with another individual or entity.
- e) will offer free screening for diabetes at least twice a year at the McKeesport outpatient facility at Forest Hills and will advertise per Section VII.C.2.(d) of this Agreement.
- f) ensure that individuals with positive screening results are counseled on how to obtain follow-up care including referrals to an appropriate health care provider of their choice for follow-up care if necessary and the Steps program as applicable.

B. Supplementation of Currently Available Transportation Services.

1. Adequate Transportation from Braddock to the UPMC McKeesport Outpatient Center in Forest Hills, Pennsylvania.

In February 2010, UPMC launched the UPMC Community Health Free Shuttle Service to provide convenient transportation to physician offices and health services from Braddock to the UPMC McKeesport Outpatient Center in Forest Hills. The Service is a result of a partnership of UPMC, Heritage Community Initiatives and its WorkLink Community Van Service. Throughout the duration of this Agreement, UPMC will provide transportation as described in either Section VII.B.1.(a) or Section VII.B.1.(b) below.

- a) If UPMC provides transportation utilizing this option, UPMC shall continue to provide adequate transportation for patients and visitors between the borough of Braddock and each stop on the UPMC Community Health Free Shuttle route to the UPMC McKeesport Outpatient Center at Forest Hills including the following stops: Forest Hills Plaza, 2020 Ardmore Blvd., 1723 Ardmore Blvd., and 1713 Ardmore Blvd.
 - i. UPMC may provide the transportation services referenced in Section VII.B.1. (a) either directly or through a contractual agreement with another entity.⁵

⁴ Potential other sites for screenings in the borough of Braddock could include, for example, the Carnegie Library, the Volunteer Fire Department, and barbershops/beauty shops. However, UPMC has the authority to select the optimal events and locations for the Preventive Health Care Screenings so as to ensure access to the greatest number of Braddock residents.

⁵ Because UPMC already has an existing contract with Heritage Community Initiatives and its WorkLink Community Van Service, UPMC may meet its obligation to ensure availability of transportation services under

- ii. UPMC Community Health Free Shuttle service will be available to all individuals seeking care at all Forest Hills facilities being serviced by the UPMC Community Health Free Shuttle and who reside in the greater Braddock area as defined in Section VII.A.1.
- iii. UPMC Community Health Free Shuttle service will be available to individuals described in Section VII.B.1.a.(ii) and accompanying family members and guardians at no charge.
- iv. UPMC shall operate the aforesaid shuttle service between the borough of Braddock and the stops at the Outpatient Center at Forest Hills, Pennsylvania at a minimum of every hour, Monday through Friday. Shuttle service will operate from 7:30 a.m. until 4:00 p.m. each day.
- v. UPMC may seek to change the hours of operation of this shuttle service. However, in order to successfully change the hours of operation of this shuttle service, UPMC will first obtain prior approval from OCR and, additionally, will support its request with data concerning actual usage patterns for the shuttle service.
- vi. UPMC may not seek a change in the hours of operation of this shuttle service for two (2) full months following the Effective Date of this Agreement.

b) UPMC may discontinue the shuttle service described in Section VII.B.1.a. of this Agreement at any time, provided that UPMC offers a dial-a-ride service meeting the requirements of Section VII.B.1.b so that Braddock residents have the ability to call and arrange for transport to and from the UPMC McKeesport Outpatient Center in Forest Hills, including other stops in Forest Hills specified in Section VII.B.1.a.

- i. Dial-a-ride services under this section will be provided from 7:00 a.m. to 5:00 p.m. Monday through Friday. Such services may be offered in conjunction with the dial-a-ride services described in Sections VII.A.1.i. and VII.B.2.a.
- ii. Dial-a-ride services under this section will be provided free of cost.
- iii. Dial-a-ride services offered under this section will be offered to all individuals residing in the greater Braddock area as defined in Section VII.A.1.
- iv. Patients will be picked up and dropped off at their home within zip code 15104 or 15112 or, if they wish, the Federally Qualified Health Centers in Braddock and Rankin.

Section VII.B.1 of the Agreement by contracting with Heritage Community Initiatives or by contracting with another provider of UPMC's choice.

- v. The transportation will be provided by wheelchair accessible van or other appropriate vehicle with applicable required PUC licensure and insurance. UPMC may provide the transportation either directly or through a contractual agreement with an EMS service provider or another entity.
- vi. There will be no gap in dates of service between the date the shuttle service is discontinued and the date the dial-a-ride service begins. In advance of the change, UPMC will adequately inform those persons registered to ride the shuttle of the change in service at least fourteen (14) days prior to the termination of the shuttle service. UPMC will inform persons registered to ride the shuttle as well as residents of the 15104 and 15112 zip codes of the change in transportation services and provide these persons with a detailed description of the dial-a-ride program in compliance with section VII.C.2.e of this Agreement and through the means specified in section VII.C.2 (i.e. mass mailings, website posting, and notice in local newspapers).
- vii. UPMC will provide a centralized scheduling phone number which a patient may call to arrange the transportation. Staff at the UPMC McKeesport Outpatient Center in Forest Hills will also assist patients in scheduling this transportation, and UPMC will work with the staff at the other office locations described in Section VII.B.1.a. above so that they may also assist patients in scheduling this transportation.
- viii. UPMC, at its discretion due to van capacity and trip utilization of the dial-a-ride service, may limit the number of individuals accompanying the patient to those necessary to assist the patient during the trip for medical services. During scheduling of the trip, clarification will be asked as to any additional individuals accompanying the patient for services, for example parents of minor children. Also during scheduling, the patients may be asked whether they have alternative readily available means of transportation, as the intent of the service is to provide transportation to those who do not have such alternatives or who are otherwise unable to, or have difficulty traveling to the appointment.
- ix. UPMC will use its best efforts to ensure that the dial-a-ride service has the necessary capacity to meet resident transportation needs to the facilities specified in this section. Specifically, UPMC will use best efforts to ensure through its vendor(s) or other alternative means that the transportation needs are met during periods of time where there is a demonstrated high demand for transportation services.

- x. Once implemented, UPMC may, subject to OCR prior approval, make changes to the dial-a-ride service (e.g. schedule or service changes in the event volume of ridership exceeds capacity, or charging of a nominal fee if warranted and if such fee does not impair access).

2. Reasonable Transportation Options From the Borough of Braddock to UPMC McKeesport.

Within twenty (20) days after the Effective Date of this Agreement, UPMC must ensure that Braddock borough residents have reasonable and adequate transportation options to get from the borough of Braddock to UPMC McKeesport for scheduled hospital services. Transportation offered as part of this section will be offered to all individuals residing in the greater Braddock area as defined in Section VII.A.1. UPMC will not be required to provide transportation services to individuals under Section VII.B.2 where an EMS transport to an emergency room is medically indicated. Transportation services required by this section will supplement the direct bus transportation available from the borough of Braddock to UPMC McKeesport, which UPMC successfully negotiated with the Port Authority of Allegheny County. To fulfill the obligations of this section, UPMC may implement any of the following options:

- a) Create a dial-a-ride service so that Braddock residents have the ability to call and arrange for transport from the greater Braddock area as defined in Section VII.A.1 to and from UPMC McKeesport for scheduled inpatient and outpatient hospital services, including but not limited to: radiological and imaging services, same day surgery, and appointments for radiation and/or chemo therapy.
 - i. Dial-a-ride services will be provided from 7:00 a.m. to 5:00 p.m., Monday through Friday.
 - ii. Dial-a-ride services under this section will be provided free of cost. UPMC may, subject to OCR prior approval, charge a nominal fee if warranted and if such fee does not impair access.
 - iii. Dial-a-ride services provided by this section may be part of the same service provided through Section VII.B.1.b; or
- b) Subsidize the expansion of the UPMC Community Health Free Shuttle so that it has the ability to transport Braddock residents from the Braddock borough to and from UPMC McKeesport Hospital for such scheduled hospital services; or
- c) Create another alternative for ensuring that Braddock residents have reasonable transportation options to get from greater Braddock area as defined in Section VII.A.1 to and from UPMC McKeesport for such scheduled hospital services, subject to OCR approval.

- d) To the extent UPMC elects to fulfill its obligation under this Section by other means, UPMC will seek prior approval of such plan from OCR.
- e) UPMC currently intends to implement the transportation option described in Section VII.B.2(a). If UPMC decides to implement another option instead, then UPMC shall first submit a proposal for OCR review and approval that describes the alternate transportation option implemented in accordance with Section VII.B.2 of this Agreement.

C. Community Outreach and Communication.

1. **Designation of a Patient Advocate/Ombudsperson.** To coordinate UPMC's efforts to ensure that closure of Braddock Hospital does not disproportionately affect the minority population in Braddock, within twenty (20) calendar days of the Effective Date of this Agreement, UPMC will designate an individual in UPMC Steps to a Healthy Community (Steps) to act as a Patient Advocate/Ombudsperson for the residents of Braddock. The Patient Advocate/Ombudsperson will:
 - a) be available to answer questions from Braddock residents and to provide appropriate general information about how Braddock residents can access health care services.
 - b) be available to provide appropriate information about where Braddock residents can access specific health care services that are no longer available at UPMC Braddock Hospital due to its closure.
 - c) be available to answer questions from Braddock residents regarding supplemental transportation systems that are available to them in order to access health care services.
 - d) receive complaints from the community regarding the ability of Braddock residents to access health care services subsequent to the closure of UPMC Braddock Hospital as well as any civil rights complaints.
 - e) in a timely manner, act upon, resolve, or respond to the complaints described in paragraph VII.C.1.d. of this Agreement.
 - f) be available to fulfill all of the duties outlined above during normal business hours, Monday through Friday.
 - g) Provide training for Steps staff to carry out the functions in sections VII.C.1 (a)-(f) of this Agreement.

2. **Notice to the Community.** Within twenty (20) days of the Effective Date of this Agreement, UPMC will execute a mass mailing using U.S. mail to all individuals residing in the greater Braddock area (as defined in Section VII.A.1) in order to disseminate all of the substantive information detailed below in Section VII.C.2 (a)- (e) of this Agreement. Also, within twenty (20) days of the Effective Date of this Agreement, UPMC will post in a conspicuous place on its website all of the substantive information detailed below in Section

VII.C.2 (a)-(e) of this Agreement. Additionally, for a duration of one (1) month after the Effective Date of this Agreement, UPMC will run a notice containing information in Section VII.C.2 (a)-(e) in local newspapers, in the Braddock, Pennsylvania area. These community notices must contain the following information:

- a) the extended hours, location, services offered and eligibility criteria of primary care services offered through Section VII.A.1 of this Agreement.
- b) a description of the Social Service Outreach and Community Wellness Program offered through Section VII.A.2, the location of the program, a list of services provided, eligibility criteria, and how to access services.
- c) the title, telephone number, functions, office address, and days/hours of availability of the Patient Advocate/Ombudsperson established by Section VII.C.1 of this Agreement.
- d) a detailed description of health care services offered at the UPMC McKeesport Forest Hills facility, including the free diabetes screenings described in Section VII.A.3(e).
- e) a description, including maps, of various available transportation services both public as well as the supplemental transportation services implementing Section VII.B. of this Agreement.

VIII. Reporting Requirements.

A. Compliance Report. UPMC shall submit a written report to OCR regarding the status of its compliance with the provisions set forth in Section VII of this Agreement within ten (10) days of every quarter following the Effective Date of this Agreement. The compliance report will include the following elements:

- 1. Transportation.** In compliance with Section VII.B., UPMC shall report the following:
 - a) the number of persons who use transportation services provided by UPMC
 - b) the number of riders transported to UPMC McKeesport Hospital or the outpatient facilities in Braddock or Forest Hills. Reports of transportation use will be organized by month.
- 2. Access to Health Care.**
 - a) UPMC shall report the number of persons, home zip code, and the diagnostic codes for services provided under Section VII.A.1 of this Agreement. Data submitted should reflect this information for both Standard Hours and Extended Hours as defined in Section VII.A.1.
 - b) UPMC shall report the number of persons screened through events set forth in Section VII.A.3 of this Agreement.

3. Wellness Program.

- a) UPMC will provide the date and a description of the bimonthly classes referred to in Section VII.A.2.c. Additionally, UPMC will provide OCR with the number of individuals that attended each class under VII.A.2.c.

4. Patient Advocate/Ombudsperson. UPMC shall maintain a record of the following information and activities of the Patient Advocate/Ombudsperson referenced in Section VII.C.1, organized by month:

- a) the number of calls received;
- b) the number of complaints received; and
- c) the number of complaints resolved. Each record should include a brief description of the topic of the call, complaint, or resolution of complaint.

B. Documentation of Outreach Efforts.

1. UPMC will provide the date and a description of the open house events referred to in Section VII.A.2.e(iii). Additionally, UPMC will provide OCR with the number of individuals that attend each open house. Data will be submitted to OCR within twenty (20) days of each open house event.
2. UPMC will provide documentation that it has completed the outreach efforts described in Section VII.A.2.e(ii). Documentation of this effort should include the total number of households in the Braddock Borough and the total number of households contacted by UPMC as per Section VII.A.2.e(ii). Documentation will be submitted to OCR within twenty (20) days of completion of outreach efforts described in Section VII.A.2.e(ii).

C. Copies of Notices to Community.

1. UPMC shall submit copies of all written notices distributed to the Braddock borough regarding the transportation services specified in Section VII.B., including notices sent out in compliance with Section VII.C.2 of this Agreement. Copies must be submitted to OCR within five (5) business days of the date on which they were sent.
2. UPMC shall submit copies of all direct mailings distributed in compliance with Section VII.C.2 of this Agreement. Copies must be submitted to OCR within five (5) business days of the date on which they were sent.
3. UPMC shall submit copies of all advertisements made in compliance with Section VII.A.3.d of this Agreement. Copies will be submitted to OCR within five (5) business days of the date on which they were sent.
4. UPMC shall submit copies of all advertisements made in compliance with Section VII.A.2.e(iii) of this Agreement. Copies will be submitted to OCR within five (5) business days of the date on which they were sent.

IX. Signatures

/s/

Date: _____

Robert J. Cindrich, Esq.
Senior Vice President and Chief Legal Officer
University of Pittsburgh Medical Center

/s/

8/31/10

Date: _____

Paul F. Cushing
Regional Manager
US Department of Health and Human Services
Office for Civil Rights – Region III

Appendix A: Risk Assessment Questions

- 1) Do you have a family history of any of the following:
 - a. asthma
 - b. diabetes
 - c. heart disease
 - d. high blood pressure
 - e. cancer (if yes, what type?)
 - f. mental health issues (anxiety, depression, panic attacks, etc.)
 - g. renal disease
 - h. other chronic conditions (specify)
- 2) Are you currently seeking care for any of the above conditions?
- 3) When is the last time you had the following:
 - a. Complete physical examination
 - b. Blood pressure screening
 - c. Dental visit
 - d. (for women) Gynecological exam/ Pap Test
- 4) How often do you exercise? What kinds of physical activities do you engage in?
- 5) Do you drink alcohol? If so, how many drinks per day/week do you have?
- 6) Do you smoke? If so, how many cigarettes a day do you smoke? Does anyone in your household smoke?
- 7) Do you or a family member use other drugs (marijuana, cocaine, prescription drugs, etc.)? If so, how often?