

File No. 110249

Committee Item No. _____
Board Item No. 28

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting

Date March 8, 2011

Cmte Board

- | | | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Completed by: Andrea Ausberry Date March 2, 2011

Completed by: _____ Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document is in the file.

1 [Accept and Expend Grant - PSI/Myanmar Collaborative Impact Study Planning - \$25,578]

2
3 **Resolution authorizing the Department of Public Health to retroactively accept and**
4 **expend a grant from the Regents of the University of California in the amount of**
5 **\$25,578 to participate in a program entitled "PSI/Myanmar Collaborative Impact Study**
6 **Planning" for the period of July 1, 2010, through June 30, 2011.**

7
8 WHEREAS, UCSF is the recipient of a grant award from Population Services
9 International/Myanmar supporting the PSI/Myanmar Collaborative Impact Study Planning;
10 and,

11 WHEREAS, With a portion of these funds, UCSF has subcontracted with DPH in the
12 amount of \$25,578 for the period of July 1, 2010 through June 30, 2011; and,

13 WHEREAS, As a condition of receiving the grant funds, UCSF requires the City to
14 enter into an agreement (the "Agreement"), a copy of which is on file with the Clerk of the
15 Board of Supervisors in File No. 110249; which is hereby declared to be a part of
16 this resolution as if set forth fully herein; and,

17 WHEREAS, An ASO amendment is not required as the grant partially reimburses DPH
18 for one existing position, one Senior Physician Specialist (Job Class 2232) at .10 FTE, for the
19 period of July 1, 2010 through June 30, 2011; and,

20 WHEREAS, A request for retroactive approval is being sought because DPH did not
21 receive notification of the contract until February 1, 2011 for a project start date of July 1,
22 2010; and,

FILE NO.

RESOLUTION NO.

1 WHEREAS, The budget includes a provision for indirect costs in the amount of \$2,325;
2 now, therefore, be it

3 RESOLVED, That DPH is hereby authorized to accept and expend a grant retroactively
4 in the amount of \$25,578 from UCSF; and, be it

5 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
6 expend the grant funds pursuant to San Francisco Administrative Code section 10.170-1; and,
7 be it


8 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
9 agreement on behalf of the City.

10
11 RECOMMENDED:

12
13 
14 _____
15 Barbara A. Garcia, MPA
16 Director of Health

APPROVED:

17 
18 _____
19 Office of the Mayor

20
21 
22 _____
23 Office of the Controller
24
25



Edwin M. Lee
Mayor

Barbara A. Garcia, MPA
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Barbara A. Garcia, MPA
Director of Health
DATE: February 22, 2011
SUBJECT: Grant Accept and Expend
GRANT TITLE: PSI/Myanmar Collaborative Impact Study Planning -
\$25,578

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist -
- Budget and Budget Justification
- Grant application: Not Applicable. No application submitted. Asked to participate in the project.
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Richelle-Lynn Mojica

Phone: 255-3555

Interoffice Mail Address: Dept. of Public Health, Office of Quality Management for
Community Programs, 1380 Howard St.

Certified copy required Yes

No

File Number: 110249
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: PSI/Myanmar Collaborative Impact Study Planning
2. Department: Department of Public Health
AIDS Office
HIV Epidemiology Section
3. Contact Person: Henry Fisher Raymond Telephone: 554-9093
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$25,578
- 6a. Matching Funds Required: No
b. Source(s) of matching funds (if applicable): N/A
- 7a. Grant Source Agency: Population Services International/Myanmar
b. Grant Pass-Through Agency (if applicable): The Regents of the University of California
8. Proposed Grant Project Summary: To prepare a complete research design and implementation plan for a comprehensive evaluation of the Population Services International (PSI)/Myanmar social marketing and social franchising programs.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: July 1, 2010 End-Date: June 30, 2011
- 10a. Amount budgeted for contractual services: N/A
b. Will contractual services be put out to bid? N/A
c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
d. Is this likely to be a one-time or ongoing request for contracting out? N/A
- 11a. Does the budget include indirect costs? Yes No
b1. If yes, how much? \$2,325
b2. How was the amount calculated? 10% of total modified direct costs
c. If no, why are indirect costs not included? N/A
 Not allowed by granting agency To maximize use of grant funds on direct services
 Other (please explain):

12. Any other significant grant requirements or comments: This is a renewal project. We respectfully requests for approval to accept and expend these funds retroactive to July 1, 2010. The Department received the subcontract agreement on February 1, 2011.

Grant Code: HCAO28/11.

****Disability Access Checklist****

15. This Grant is intended for activities at (check all that apply):

<input checked="" type="checkbox"/> Existing Site(s)	<input type="checkbox"/> Existing Structure(s)	<input checked="" type="checkbox"/> Existing Program(s) or Service(s)
<input type="checkbox"/> Rehabilitated Site(s)	<input type="checkbox"/> Rehabilitated Structure(s)	<input type="checkbox"/> New Program(s) or Service(s)
<input type="checkbox"/> New Site(s)	<input type="checkbox"/> New Structure(s)	

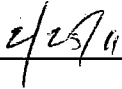
16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: _____


Jason Hashimoto

Date Reviewed: _____



Department Approval: _____



Barbara A. Garcia, MPA

Director of Public Health

San Francisco Department of Public Health (SFPDH)
 AIDS Office
 HIV Epidemiology Section
 PSI/Myanmar Collaborative Impact Study Planning

BUDGET JUSTIFICATION
 July 1, 2010 – June 30, 2011

A.	PERSONNEL		
B.	MANDATORY FRINGE		
1.	0.10 2232 – Sr. Physician Specialist: W. McFarland		
	Salary (12 months)	\$18,309	
	Mandatory Fringe Benefits (@ 27.0%) = \$4,944		\$23,253

Dr. McFarland will be responsible for the overall scientific aspects of the three studies, including design, analysis, and interpretation of findings, and preparation of data and findings for publication. Dr McFarland will advise the Global Health Group on study design and also provide technical oversight to the PSI/Myanmar team on study implementation in Myanmar.

Total Personnel:	\$23,253
Total Salaries	\$18,309
Total Fringe	\$4,922
TOTAL PERSONNEL:	\$23,253

C.	TRAVEL	\$0
D.	EQUIPMENT	\$0
E.	SUPPLIES	\$0
F.	CONTRACTUAL	\$0
G.	OTHER	\$0
	TOTAL DIRECT COSTS	\$23,253
H.	INDIRECT COSTS (10 % of total modified direct costs)	\$2,325
	TOTAL BUDGET:	\$25,578

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
AIDS Office - HIV/AIDS Statistic and Epidemiology Section
PSI/Myanmar Collaborative Impact Study Planning
July 1, 2010 - June 30, 2011

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPDHIVSVGR
 Grant Code: HCAO28
 Grant Detail: 1100

CATEGORY/LINE ITEM	Annual Salary	27.00% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
A. PERSONNEL											
1. Senior Physician Specialist 2232 5 W McFarland	183,092	49,435	232,527	10.00%	0.10	15,258	12.00	18,309	4,943	23,253	
2. COLA 4%	0	0	0	0%	0.00	0	0	0	0	0	
3. STEP Increases 5%	0	0	0	0%	0.00	0	0	0	0	0	

TOTAL SALARY/FRINGE 183,092 49,435 232,527 0.10 18,309 4,943 23,253

00101 SALARIES
 00103 FRING BN
SUB TOTAL

18,309
 4,943
23,253

C. TRAVEL
 1. Local Travel (02301)
 2. Out-of-Jurisdiction Travel(02101)
Sub Total TRAVEL

0
 0
0

D. EQUIPMENT
 1. Computers (06061)
Sub Total EQUIPMENT

0
 0
0

E. MATERIALS AND SUPPLIES
 1. Office supplies (04951)
Sub Total SUPPLIES

0
 0
0

F. CONTRACTUAL SERVICES(02789)
 1. Contracts
Sub Total CONTRACTS

0
 0
0

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 AIDS Office - HIV/AIDS Statistic and Epidemiology Section
 PSI/Myanmar Collaborative Impact Study Planning
 July 1, 2010 - June 30, 2011

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPDHIVSVGR
 Grant Code: HCAO28
 Grant Detail: 1100

CATEGORY/LINE ITEM	Annual Salary	27.00% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
G. OTHER											
1. Rent support/mtg fac (03011)										0	
2. Telephone/Com (03241)										0	
3. Postage (03561)										0	
4. Delivery/Courier svc(03521)										0	
5. Reproduction/Photocopy										0	
a. Photocopier leasing (03131)										0	
b. Photocopier maint (02931)										0	
c. Repro svc (In House)(03551)										0	
6. Print/Slide svc (Outside)(03552)										0	
7. Subscriptions (03571)										0	
8. Staff training (02201)										0	
9. Interpretation (03599)										0	
10. Membership (02401)										0	
11. MIS Services (ACE)(02789)										0	
12. Computer Maint., etc. (02931)										0	
13. SAS Licensing Fees (05221)										0	
14. NDI Match (03599)										0	
15. Refreshments for Community Meetings (04699)										0	
Sub TOTAL OTHER										0	
TOTAL DIRECT COST										23,253	

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH
 AIDS Office - HIV/AIDS Statistic and Epidemiology Section
 PSI/Myanmar Collaborative Impact Study Planning
 July 1, 2010 - June 30, 2011

Dept / Div: HPH-03
 Fund Group: 2S/CHS/GNC
 Index Code: HCHPDHIVSVGR
 Grant Code: HCAO28
 Grant Detail: 1100

CATEGORY/LINE ITEM	Annual Salary	27.00% Annual Frin Ben	Total Annual Sal/Frin Ben	% OF TIME	% OF FTE	Monthly Rate	Mth	Salary Budget	Frin Ben Budget	Total Budget	Comments
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BUDGET SUMMARY

A. SALARIES					FTE = 0.10					18,309	
B. MANDATORY FRINGE										4,943	
C. TRAVEL										0	
D. EQUIPMENT										0	
E. MATERIALS AND SUPPLIES										0	
F. CONTRACT / MOU										0	
G. OTHER										0	
DIRECT COSTS										23,253	
H. INDIRECT COST (10% of total modified direct costs)										2,325	
TOTAL BUDGET										25,578	
AWARD										25,578	
SURPL/(DEFICFIT)										0	

**Amendment Number 1
Agreement between
The Regents of the University of California
and
San Francisco Department of Public Health
RAS Award ID Number: A115100
DPA and Fund Number: 557372-71688**

**Agreement Number: 6210sc
Amendment Number 1**

This cost reimbursement Agreement ("Agreement") between The Regents of the University of California, on behalf of its San Francisco campus, a corporation of the State of California ("University") and San Francisco Department of Public Health ("Subcontractor") for a project entitled "PSI/Myanmar Collaborative Impact Study Planning", under the direction of Dominic D. Montagu, PhD, MPH, MBA, University's Principal Investigator, and Willi McFarland, MD, PhD, Subcontractor's Project Director, is amended as follows:

Reference Article I – Scope of Work

The Scope of Work is modified to include those tasks in Attachment A to this Amendment Number 1.

Reference Article III – Term

The term of this amendment is from July 1, 2010 through June 30, 2011.

Reference Article IV – Compensation

The total amount available for the term referenced in Article III and itemized in Attachment B is **\$25,578.00**. This amount will not be exceeded nor shall any funds be carried forward into future years without prior written approval of the University's Principal Investigator and a subsequent formal amendment to this Agreement.

Reference Article XIX – Agency Policies

Applicable agency policies of the current Award are hereby incorporated. The Notice of Award is included as Attachment C.

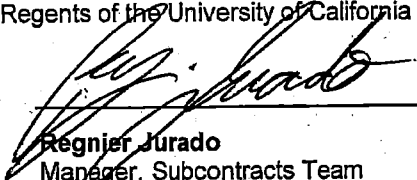
All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the month, day and year specified below.

The Regents of the University of California

San Francisco Department of Public Health

By

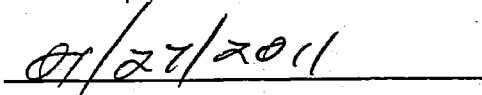

Regnier Jurado
Manager, Subcontracts Team
Office of Sponsored Research

By

Name:

Title:

Date


07/27/2011

Date

ATTACHMENT A

SCOPE OF WORK FOR A SUBCONTRACT AGREEMENT

Between

**THE GLOBAL HEALTH GROUP,
UNIVERSITY OF CALIFORNIA, SAN FRANCISCO**

and

THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Background

Population Services International Myanmar (PSI/M) has engaged the Global Health Group at the University of California, San Francisco (UCSF) to partner on design and implementation of a series of Collaborative Studies over a three-year period, to measure four overarching goals of PSI/M's Sun Quality Health (SQH) network social franchise: 1) scale, 2) equity, 3) quality, and 4) cost-effectiveness. The Sun Network provides care across six health areas: HIV/AIDS, malaria, tuberculosis, reproductive health, pneumonia, and diarrhea. UCSF seeks to engage the San Francisco Department of Public Health under this contract agreement to engage Dr. Willi McFarland to contribute to studies #1, #3 and #4 of the Collaborative Studies.

Study #1, *Evaluating the impact of a training and social franchising program in addressing the prevention and treatment of diarrhea and pneumonia in children under five (CU5) among the poor in rural areas of Myanmar*, will focus on two diseases - diarrhea and pneumonia among children under 5 years old - and two primary outcomes: 1) the impact of the scale up of a social franchising program to rural areas on appropriate treatment or treatment seeking behavior; and 2) the ability of the program to serve the poor. The basic design is a randomized controlled trial at the community-level. Household surveys of caregivers of children under five will be conducted at baseline and then at nine and 21 months to determine if a change in knowledge and treatment of diarrhea and pneumonia has occurred over the course of the project and can be attributed to program expansion.

The goal of study #3, *Observed simulated patients (OSP) to evaluate the quality of care for pediatric malaria by second tier providers in Myanmar*, is to evaluate the change in quality of care provided by rural health practitioners as a result of their enrollment in the SPH network using observed patient simulation (OSP).

Study #4, *Evaluating equity among TB patients in Myanmar*, seeks to assess the equity goal among TB patients by comparing the socio-economic status (SES) of SQH patients relative to both the overall population of Myanmar and to the TB-infected population of Myanmar. This will be accomplished by analyzing data from two sources that have already been

collected. The first source of data is the National TB Survey, which will be used to determine the SES of TB patients nationwide. The second source of data is TB patient follow-up surveys conducted by PSI.

Scope of Work – Subcontract Year 1

Dr. McFarland will be closely involved in the three Collaborative Studies identified above. Dr. McFarland will serve as Co-Investigator along with Dr. Dominic Montagu, the GHG's Health Systems Lead and UCSF Project Lead. The Co-Investigators will be responsible for the overall scientific aspects of the study, including design, analysis, and interpretation of findings, and preparation of data and findings for publication. Dr. McFarland will advise the GHG on study design and also provide technical oversight to the PSI/M team on study implementation in Myanmar. This Scope of Work describes contracted activities to be led by Dr. McFarland during Year 1 of the project, July 1, 2010 – June 30, 2011.

Key Activities

Study # 1: Evaluating the impact of a training and social franchising program in addressing the prevention and treatment of diarrhea and pneumonia in children under five (CU5) among the poor in rural areas of Myanmar

1. Review survey tool and provide feedback to the GHG before it is piloted in Myanmar.
2. Travel to Myanmar for one week in September 2010 to oversee the piloting of the survey tool.
3. Review the results of the pilot and adapt the survey tool accordingly.
4. Provide technical guidance to PSI/M on conduct of the baseline survey.
5. Provide technical guidance to PSI/M on conduct of the follow up survey.
6. Provide technical guidance on the analysis and interpretation of results from baseline and first follow up to determine if a change in knowledge and treatment of diarrhea and pneumonia has occurred and can be attributed to Sun Primary Health (SPH) expansion.
7. Help draft study findings and assist with final submission for publication.

Study # 3: Observed simulated patients (OSP) to evaluate the quality of care for pediatric malaria by second tier providers in Myanmar

1. Provide technical feedback to the GHG team on study design and IRB submission.
2. Assist with the development of a tool using OSP to measure the quality of care provided by SPH trainees for the assessment and treatment of malaria in children under 5 (CU5) in Myanmar.
3. Provide technical oversight to PSI/M on the recruitment & training of "caregivers" and observers
4. Provide technical oversight to PSI/M on the validation the OSP tool against patient observation.

5. Provide technical oversight to PSI/M on the piloting of the OSP tool.
6. Provide technical oversight to PSI/M on the implementation of the quality of care tool of OSP to assess SPH providers at baseline (pre-training).
7. Provide technical oversight to PSI/M in the use of the OSP tool to evaluate the quality of care by SPH trainees post training.
8. Provide technical guidance on the analysis and interpretation of findings from baseline and the first round of evaluation to evaluate the change in quality of care provided by SPH practitioners as a result of their enrollment in the SPH network.
9. Help draft study findings and assist with final submission for publication

Study # 4: Evaluating equity among TB patients in Myanmar

1. Provide technical oversight to the GHG on study design and IRB submission.
2. Provide technical oversight on data abstraction to PSI/M.
3. Provide technical guidance on the analysis and interpretation of findings.
4. Help draft study findings and assist with final submission of articles for publication.

Timeline- Year 1

STUDY #1- Year 1	
Pilot survey instrument	Aug 2010
Finalize survey instrument	Sept 2010
Conduct baseline survey	Sept-Oct 2010
Conduct 2nd round survey	May 2011
Analyze results	May- June 2011
Draft study findings	June 2011

STUDY #3-Year 1	
Draft and finalize tool	Aug-Sept 2010
Advise on recruitment & training "caregivers" & observers	Sept-Nov 2010
Validate tool against patient observation	Oct-Nov 2010
Pilot and finalize design	Nov-Jan 2010
Advise on baseline survey roll-out	Jan-Apr 2010
Advise on follow up survey roll-out	May-June 2011
Analyze data	June-July 2011

STUDY #4- Year 1

Advise on data abstraction	Sept-Oct 2010
Write analysis plan	Oct-Nov 2010
Analyze / draft findings	Nov 2010-Jan 2011
Write paper draft and submission	Jan-Jul 2011

Budget

See attached.

Payment Schedule

SFDPH will invoice UCSF on a six-month basis in Year 1.

ATTACHMENT B

**BUDGET JUSTIFICATION
FOR A SUBCONTRACT AGREEMENT**

Between

**THE GLOBAL HEALTH GROUP,
UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
and**

THE SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

1 July 2010 -- 30 June 2011

A. PERSONNEL

B. MANDATORY FRINGE

1.	1.0	2232 – Sr. Physician Specialist: William McFarland	
		Salary (10% FTE)	\$18,309
		Mandatory Fringe Benefits (@ 27.0%) = \$4,944	\$23,253

Dr. McFarland will be responsible for the overall scientific aspects of the three studies, including design, analysis, and interpretation of findings, and preparation of data and findings for publication. Dr. McFarland will advise the Global Health Group on study design and also provide technical oversight to the PSI/Myanmar team on study implementation in Myanmar.

Total Personnel:	\$23,253
Total Salaries	\$18,309
Total Fringe	\$4,944
TOTAL PERSONNEL:	\$23,253

C. TRAVEL \$0

D. EQUIPMENT \$0

E. SUPPLIES \$0

F. CONTRACTUAL \$0

G. OTHER \$0

TOTAL DIRECT COSTS \$23,253

H. INDIRECT COSTS (10 % of total modified direct costs) \$2,325

TOTAL BUDGET: \$25,578

ATTACHMENT C

AGREEMENT

This Agreement is entered into as of 31 June, 2010, between Population Services International/ Myanmar located at No. 16 West Shwe Gone Dine 4th Street, Bahan Township, Yangon, Myanmar ("PSI/Myanmar"), and The Regents of The University of California, on behalf of its San Francisco Campus, at 3333 California Street, Suite 315 San Francisco, CA 94143-0962 ("UCSF") (together, the "Parties").

PREAMBLE

PSI/Myanmar wishes to engage UCSF, and UCSF agrees to be engaged by PSI/Myanmar, to perform the services identified in the Section 1 ("Scope of Work") of this Agreement.

The Parties have determined that UCSF will perform those services as an independent contractor, and not as an employee, in that the services to be provided require UCSF to exercise their independent judgment as to the time, place, manner and method of performance to accomplish the objectives desired by PSI/Myanmar.

The Parties agree as follows:

1. Scope of Work

The scope of work and deliverables schedule is attached in Appendix 1.

2. Term

The Term of this Agreement will be from 1st July 2010 to 30th June 2013, unless extended by agreement of the Parties.

PSI/Myanmar will not be obligated to pay UCSF for any work performed or expenses incurred outside of the Term.

3. Deliverable and Compensation

For services performed under this Agreement during the Term, UCSF will be paid a total compensation of USD \$760,810 (United States Dollars: Seven Hundred and Sixty Thousand Eight Hundred and Ten Only) upon completion and delivery of the deliverables outlined in Appendix 2 "Deliverable and Compensation Schedule".

4. Amount of Services

UCSF will make itself available to perform services for PSI/Myanmar as set out in the Scope of Work.

5. Payment

(a) Invoices: Payment to UCSF, as stated in Section 3 "Deliverable and Compensation" will be based on an invoice submitted to Mr. John D. Hetherington, Country Representative, PSI/Myanmar, containing a statement of the services performed.

Population Services International/Myanmar

BBF

(b) Manner: Payment under the Agreement will be made by telegraph transfer to the overseas bank account of UCSF (Banking details to be provided to PSI/Myanmar).

(c) Schedule: Payment will be made within 30 business days upon receipt and acceptance of the invoice and completion of required deliverables.

6. Independent Contractor

(a) UCSF acknowledges that they are independent contractor who is not an employee or agent of PSI/Myanmar, and that it has no authority, expressed or implied, to assume or create any obligations on behalf of PSI/Myanmar. UCSF accepts full and exclusive liability for the payment of taxes and contributions as required by applicable laws, rules and regulations of any states or localities thereof, and those of the other countries in which services are performed by UCSF employees. PSI/Myanmar will not withhold any taxes from the fees paid to UCSF under this Agreement.

(b) UCSF assumes full and sole responsibility for any health, travel, medical evacuation, disability, life and other insurance coverage. UCSF understands and acknowledges that PSI/Myanmar will not provide any insurance, benefits, or allowances to or for the UCSF.

(c) UCSF personnel, shall at all times be under UCSF's sole supervision, direction and control, and shall not deem to be PSI personnel for any purpose. UCSF is solely responsible for payment of all wages, salaries, and other amounts due or to become due to such personnel in connection with this Agreement and for all reports and obligations to social security, income tax withholding, unemployment compensation, worker's compensation, and the like. UCSF shall indemnify and hold PSI/Myanmar harmless against any claim or liability (including, without limitation, fines, penalties and reasonable attorney's and expert consultant fees and costs) resulting from UCSF's failure to comply with the provisions of this Section.

7. Intellectual Property

(a) Any intellectual property (including, but not limited to, patents, trademarks, brand names and copyrights, franchise rights, rights to data, and other rights) owned by a Party prior to the effective date and use in the implementation of activities governed by this Agreement, or developed by a Party pursuant to an activity not governed by this Agreement will remain the sole property of that Party.

(b) In the case of any inventions, the inventing Party shall promptly and fully disclose in writing to the other Party any invention that is made under this Agreement. Inventing Party shall include a transmittal letter report about the invention to the other Party and shall include this Agreement Number along with the transmittal. Title to any such inventions shall be assigned in accordance with U.S. Patent Laws. In the case of patent rights that are jointly owned by the parties, PSI/Myanmar and UCSF will enter into an interinstitutional agreement specifying which party will be responsible for managing the joint patent rights. No patent or patent application shall be abandoned by the responsible party without first notifying the joint owner in writing ninety (90) days in advance of abandoning the patent or patent application, and according the joint owner the opportunity to take sole title to the invention and continue to prosecute and/or maintain the patent rights at its own expense. If the joint owner declines to prosecute and/or maintain the patent rights, it will notify the other Party in writing sixty (60) days in advance of abandoning the patent or patent application. UCSF shall grant PSI/Myanmar a non-exclusive, royalty free license to use for internal research purposes patent rights conceived and reduced to practice in performance of this project.

Population Services International/Myanmar

BZCA

- (c) UCSF shall grant the Gates Foundation a perpetual, nonexclusive, worldwide, royalty-free license to (i) use and copy any reports, data or other information generated through the Project (the "Materials"), and (ii) publicly perform or display and distribute (directly or indirectly) copies of the Materials or any portions thereof for the Funder (Bill and Melinda Gates Foundation)'s charitable purposes.

8. Publication

- (a) The Parties intend to jointly publish or present the results of the project.

(b) As an academic institution UCSF is required to maintain the ability to independently publish its own results.

(c) Either Party, consistent with academic standards, may publish or present the results of the Project, provided such publication or presentation does not disclose the other Party's Confidential Information. The Parties agree that any publication or presentation of data shall appropriately cite the contributions of both Parties, using customary standards of scientific attribution.

(d) Each Party shall provide the other Party with such publication or presentation sixty (60) days prior to planned submission for presentation or publication in order for the other Party to, agree on authorship and to permit protection of any Confidential Information and/or patent rights. Neither Party will use the name of the other Party or its employees in any advertisement, press release, or other publicly without prior written approval of the other Party. PSI/Myanmar understands that the California Education Code section 92000 provides that the name "University of California" is the property of the State and that no person shall use that name without permission of The Regents of the University of California. Such permission may be granted by the Chancellor or his designee.

(e) Both Parties will work to develop a comprehensive dissemination plan for all materials produced under this Agreement. Once agreed upon that dissemination plan will be added as an appendix to this Agreement via amendment.

9. Confidentiality

"Confidential Information" shall mean proprietary and confidential information communicated by one party to the other in writing, marked as "Confidential" or, in the case of oral disclosures, identified at the time of such oral disclosure as confidential, and reduced to writing and identified as "Confidential" within thirty (30) days of disclosure. The receiving party shall use reasonable efforts not to disclose the disclosing party's Confidential Information to anyone except those working directly on this Project. The receiving party will use the Confidential Information only in the conduct of the Project. The obligations of confidentiality set forth herein shall remain in effect for a period of five (5) years from the Effective Date. The receiving party shall have no obligations under this paragraph with respect to information which:

- a. was known to it prior to receipt hereunder, as demonstrated by written records;
- b. at the time of disclosure was generally available to public, or which after disclosure becomes generally available to the public through no fault attributable to receiving party;
- c. is hereafter made available to receiving party for use or disclosure by disclosing party from any third party having a right to do so;

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Population Services International/Myanmar

- d. is required to be disclosed by law, governmental rule or regulation or order of a court with competent jurisdiction; or
- e. is independently developed by receiving party without reference to the Confidential Information.

This section is not intended to limit the publication rights of either party.

10. Liability

UCSF will not be liable to PSI/Myanmar, or anyone who may claim any right due to any relationship with PSI/Myanmar, for any acts or omissions in the performance of services under this Agreement except where such acts or omissions are due to the negligence, or the wilful or intentional misconduct of UCSF. PSI/Myanmar will hold UCSF harmless for any obligations, costs, claims, judgements, attorneys' fees and expenses arising from the services performed by UCSF under this Agreement, except when the same are due to the negligence, or the wilful or intentional misconduct of UCSF.

11. Termination

(a) This Agreement may be terminated by either Party at any time prior to the scheduled expiration date without cause by thirty (30) days written notice. In the event of such termination, PSI/Myanmar will pay UCSF for the actual number of days worked prior to the effective date of termination. In addition, PSI/Myanmar will reimburse UCSF for any days for final report preparation, all as specified in the notice of termination.

(b) This Agreement may be terminated by PSI/Myanmar at any time prior to the scheduled expiration date of this Agreement by written notice to UCSF in the event that UCSF materially fails to comply with any covenant contained in this Agreement. In the event of such termination, PSI/Myanmar will determine the extent to which UCSF has satisfactorily delivered services prior to the effective date of termination and will determine the extent to which fees, if any, are payable to UCSF for the services performed.

12. Disputes

(a) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction in accordance with the rules of the American Arbitration Association.

(b) If a judicial proceeding is brought by either Party to resolve a dispute that is subject to arbitration hereunder, or to challenge an arbitral award rendered hereunder, the defendant in that proceeding, if it prevails, will be awarded its costs and reasonable attorneys' fees. If a Party fails to comply with an arbitral award rendered hereunder, and the other Party seeks enforcement of the award in court, the plaintiff in that proceeding, if it prevails, will be awarded its costs and reasonable attorneys' fees.

13. Notices

Except as otherwise specifically provided herein, any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing, and will be deemed duly given or sent when delivered to such Party at the following address:

BRCT

Population Services International/Myanmar

PSI/Myanmar

Population Services International/Myanmar
No. 16 West Shwe Gone Dine 4th Street
Bahan Township, Yangon, Myanmar
Attn: Country Director
Telephone: 95-1-375855, 375858
Telefax: 95-1-527668
E-mail: jhetherington@psimyanmar.org

UCSF

University of California, San Francisco
3333 California Street, Suite 315
San Francisco, CA 94143-0862
Attn: Contracts and Grants Officer
Telephone: 415-353-4441
Telefax: 415-476-8158
E-mail: CGAwardTeam@ucsf.edu

Other addresses may be substituted for the above upon the giving of written notice to the other Party.

14. Assignment

Neither this Agreement nor any of the duties and obligations under this Agreement may be assigned or subcontracted by UCSF without the prior written consent of PSI/Myanmar.

15. Amendment

This Agreement may be amended only by a written instrument signed by the duly authorized representatives of both Parties.

16. Funding Agency Requirement

UCSF has been selected to participate in this Project at the discretion of PSI and UCSF may not make any statement or otherwise imply to the media, the general public or any other donor or investor that UCSF, its operations, or its participation in this Project is supported by any organization other than PSI, unless UCSF has directly received funds from the other organization.

17. Retention of Records

Subrecipient shall maintain books, records, and accounts sufficient to demonstrate the incurrence, expenditure, and allowability of all costs charged to the Agreement. PSI, The Bill & Melinda Gates Foundation, or any of their duly authorized representatives, shall have access to such books, records, and accounts as are directly pertinent to the activities funded by the Agreement, for the purpose of conducting audits, examinations, excerpts and transcriptions.

18. Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.

19. Force Majeure

Any delay or failure of UCSF of its required obligations shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike, terrorist act, flood, unusually severe weather, sabotage, embargo, war (whether declared or not), riot, or other causes beyond the reasonable control of UCSF, provided that prompt written notice of such delay or suspension is given by UCSF to PSI/Myanmar. Upon receipt of said notice, the time of performing shall be extended for a reasonable period of time necessary to overcome the effect of such delays.

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20. Governing Law & Language

The governing language of this Agreement and all communications relating to it shall be English. The governing law shall be the law of the United States of America.

21. Entire Agreement

This Agreement, the attached Schedules, and the task orders issued by PSI/Myanmar and accepted by UCSF, constitute the entire agreement of the Parties with respect to the performance of services by UCSF for PSI/Myanmar, and supersede all other agreements and understandings, whether oral or written.

IN WITNESS WHEREOF PSI/Myanmar and UCSF have each caused this Agreement to be executed on their behalf, as of the date first written above.

Population Services International
Brian Smith
Vice President and Regional Director
Asia & Eastern Europe

Signature

Date

The Regents of The University of California
Beverly Frias, Contracts & Grants Officer

Signature

Date

BSM
9/27/10

Beverly Frias

SEP 16 2010

Population Services International/Myanmar

Appendix 1

Scope of Work

Background

PSI/Myanmar seeks to engage the Global Health Group at the University of California, San Francisco (UCSF) to partner on design and implementation of a series of Collaborative Studies that result from a partnership between BMGF, PSI and UCSF. UCSF aims to support PSI/Myanmar in contributing to global debates on engaging the private sector in the health of low-income people in developing countries. UCSF will manage a grant provided by PSI/Myanmar to ensure that a series of studies are conducted which will answer key research questions posed by BMGF/PSI. The 'Team Leader' for UCSF is Professor Dominic Montagu, Global Health Group Health Systems Initiative Lead.

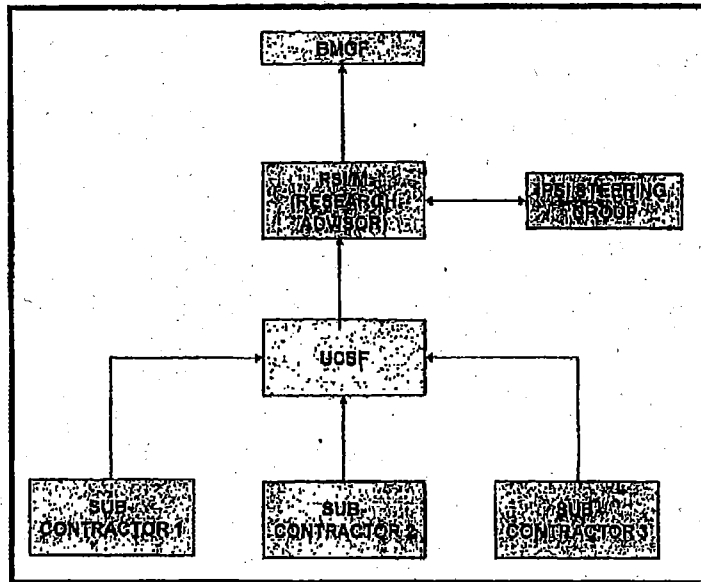
UCSF shall engage, supervise, and assure the quality of work provided by UCSF researchers and staff under this project. UCSF will be responsible for all performance requirements of subcontractors under this project.

Proposed structure

To ensure that PSI/Myanmar remains accountable to BMGF and UCSF remains accountable to PSI/Myanmar an appropriate structure underpinning reporting lines has been formulated. UCSF will report on a routine basis to PSI/Myanmar. UCSF's main point of contact will be PSI/Myanmar's Research Advisor. PSI/Myanmar's Research Advisor (Marc Theuss) will maintain a direct relationship and channels of communication with BMGF. UCSF is responsible for managing Research Affiliates and other contractors who will oversee and guide the study design, analysis, interpretation and dissemination processes. PSI/Myanmar will be directly responsible for operationalizing data-collection, data management, data cleaning and preliminary analysis of datasets. PSI/Myanmar will be responsible for sub-contracting out data collection and data management to research agencies in Myanmar and the research agencies will report to the Strategic Information Director (Dr Tin Aung). In the context of other studies (e.g. cost-effectiveness study) UCSF's team will play a sustained role in data-collection and collation (as well as analyses) with PSI/Myanmar playing a support role. Data collation will be a key component of the cost-effectiveness study which will involve identifying, summarizing and organising an assortment of data residing in pay-roll, MIS and various financial systems. A PSI Steering Group will be formed to review Research Program Plans/Frameworks, Study Designs and other outputs/deliverables produced by UCSF. The Steering Group will be composed of PSI/W Research and Metrics Director (Kim Longfield), PSI SE Regional Researcher (Gary Mundy), PSI/Myanmar Country Representative (John Hetherington), PSI/Myanmar Strategic Information Director, PSI/Myanmar Research Advisor. A consolidated response from the PSI Steering Group will be communicated through PSI/Myanmar's Research Advisor and further communications between UCSF and the PSI Steering Committee will be mediated by PSI/Myanmar's Research Advisor. PSI/Myanmar's Research Advisor will liaise with one individual in BMGF who will consolidate the views and perspectives of relevant stakeholders in BMGF.

The diagram below illustrates the proposed structural relationship between key actors:

BPPA



Team Management

- Identify Research Affiliates and contract for their services.
- Manage the performance and outputs of Research Affiliates and UCSF project staff to meet the goals and timelines of this agreement.
- Brief Research Affiliates prior to deployment to Myanmar.
- Manage the financial budget associated with the grant given by PSI/Myanmar to UCSF.
- Prepare and submit bi-annual progress reports for PSI.
- Manage necessary travel administration for all members of the UCSF team (including Research Affiliates).

Process management

- Organise, facilitate and chair bi-annual meetings in San Francisco with key actors (UCSF, BMGF, PSI) to monitor and discuss progress.
- Strategically identify key external actors to invite to particular sessions of monitoring meetings. Dialogue with external actors will have two key functions: (i) to disseminate key emerging outcomes; (ii) to discuss methodological challenges and learn from how external actors have overcome such methodological challenges.

Workplan

- Assure progress for four studies according to the attached WorkPlan. Work with PSI/Myanmar to create and maintain more detailed workplans as jointly agreed.
- Make necessary adjustments to the Workplan as needed and update all partners to any changes as part of the bi-annual reports.

Research Program Development

BACK

- Organise and coordinate meetings aiming to formulate a Research Programme architecture and design that is coherent with BMGF & PSI/Myanmar's research goal.
- Formulate and document a Research Programme architecture and design.
- Maintain ongoing dialog with appropriate stakeholders and with other researchers actively collaborating with PSI/Myanmar.

Study design

- Review study designs produced by Research Affiliates.
- Obtain ethical clearance and Institutional Review Board approval for proposed studies following UCSF standard processes.
- Manage the formulation of a detailed study protocol.

Study tools

- If required, manage the design of new or adapted study tools in consultation with PSI/Myanmar.

Research implementation

- Undertake and/or assure planning, coordinating and implementing training processes for PSI/Myanmar research team.
- Assure technical quality of data collection, data management, data cleaning and analysis.

Analysis/interpretation

- Undertake and/or assure analyzing/interpreting of data-sets in accordance with study protocols.
- Actively engage PSI/Myanmar staff in analysis of data.

Utilisation of MIS data

- Identify key tools, instruments and processes which PSI/Myanmar will use to document and communicate the contents of the MIS.
- Engage PSI/Myanmar's Strategic Information Department in analyzing and learning how to analyze the MIS.
- Make recommendations with regard to the addition of metrics to the MIS (where appropriate and feasible).

Dissemination

- Formulate and agree on a dissemination plan with PSI/Myanmar by December 31, 2010 (no dissemination activities should occur prior to the finalization of the dissemination plan).
- Identify international dissemination opportunities for the results of the noted studies (workshops, conferences etc) and present findings of studies at multiple venues.
- Work to assure preparation and submission of multiple peer-reviewed research papers in collaboration with local and international PSI staff.
- Support the PSI/Myanmar Strategic Information Department staff in the dissemination of results both locally and internationally.

BSEA

Capacity Building and Institutional Learning

- Whilst PSI has a growing body of experience with partnering with academic institutions, PSI's focus has historically been on programmatic research. It is vital that the collaboration between UCSF, PSI/Myanmar and BMGF leads to discussion and learning within PSI globally with regard to the benefits of academic collaboration, modalities of partnership and institutional learning about key concepts and approaches (i.e. quality, cost-effectiveness, scale, equity, patient simulations etc). The UCSF Team Leader will participate in a few focused dissemination processes within PSI to ensure such learning. This may take the form of presenting at PSI 'Brown Bags,' meetings with senior management, and more focused workshops for PSI's Research and Metrics Department.
- Ensure that PSI/Myanmar's Strategic Information Department, PSI SE Asia Regional Researcher, PSI's R&M Director have the right resources (academic journal articles etc) to learn about key concepts and approaches.
- Organise focused Capacity Building exercises for PSI/Myanmar in relevant approaches and concepts (e.g. simulated patients/clients, report writing (specifically for HIV Behavioral studies), cost-effectiveness analysis). It is vital that PSI/Myanmar learns through this experience and is able to apply these techniques and approaches after the partnership has finished.

Communication

- UCSF- BMGF
 - Formal communication between UCSF and BMGF will be mediated by PSI/Myanmar's Research Advisor. If BMGF initiates bilateral conversations with UCSF regarding the Collaborative Studies, UCSF will inform the Research Advisor of any key points emerging from bilateral communications.
- Lead technical contacts will be identified for each topic area within PSI/Myanmar. UCSF will maintain ongoing direct communication with these technical leads who will be empowered to make decisions related to their areas of work.
- PSI/Myanmar's Research Advisor will be co-ed on all study related communications between UCSF and PSI/Myanmar.
- All significant changes to study designs, protocols, budgets, contracts, and implementation aspects of this work will be managed by communication between UCSF and the PSI/Myanmar Research Advisor.

Formal authorizations

- UCSF will consult with PSI/Myanmar on content of all reports and publications from studies under the performance of this agreement.
- The following will be submitted to PSI/Myanmar Research Advisor prior to implementation.
 - Study Designs
 - Workplans
 - Study Protocols and Analysis plan
 - Dissemination plan
 - TORs for sub-contractors

Collaborative Consultation

UCSF and PSI will maintain a collaborative and consultative relationship, particularly with respect to articles, presentations, and other communication of materials related to the studies

BCA

Deliverables

1. Formulate and agree on a dissemination plan with PSI/Myanmar by December 31, 2010.
2. In accordance with the timing noted on the attached workplan:
 - As they are completed, UCSF will submit to PSI/Myanmar complete documentation, including study designs, budgets, data collection tools, data, syntax (if appropriate), and final reports.
 - UCSF will undertake four studies as described in the attached documents.
 - UCSF will produce, in collaboration with PSI/Myanmar and partners, presentations and multiple academic papers for submission to peer-reviewed journals based upon the results of the studies above.
3. Prepare and submit bi-annual progress reports to PSI/Myanmar within one month of the end of each six-month period.

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Appendix 3

Deliverables and Compensation Schedule for Collaborative Studies

Study	Milestone No.	Milestone description	USD
		Contract signature	\$ 134,262
1	1	Draft study findings complete for 12 month survey	\$ 84,642
1	2	Publication submitted to journal	\$ 90,472
2	1	Publication for 'Retrospective MIS for cost-effectiveness' submitted to journal	\$ 101,254
2	2	Publication for 'Retrospective MIS for cost-effectiveness plus 2 years' submitted to journal	\$ 62,869
3	1	Scoring and analysis of pilot test complete	\$ 131,849
3	2	Publication submitted to journal	\$ 60,189
4	1	Draft findings complete	\$ 88,864
4	2	Publication submitted to journal	\$ 18,408
		Total	\$ 760,810

BLOT

INTRODUCTION FORM

By a member of the Board of Supervisors or the Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2011 MAR -1 PM 2:03

BY _____
Time Stamp or Meeting Date RC

I hereby submit the following item for introduction:

- _____ 1. For reference to Committee:
An ordinance, resolution, motion, or charter amendment.
- X 2. Request for next printed agenda without reference to Committee
- _____ 3. Request for Committee hearing on a subject matter.
- _____ 4. Request for letter beginning "Supervisor _____ inquires...".
- _____ 5. City Attorney request.
- _____ 6. Call file from Committee.
- _____ 7. Budget Analyst request (attach written motion).
- _____ 8. Substitute Legislation File Nos.
- _____ 9. Request for Closed Session
- _____ 10. Board to Sit as A Committee of the Whole

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

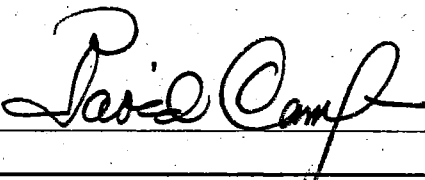
- Small Business Commission
- Youth Commission
- Ethics Commission
- Planning Commission
- Building Inspection Commission

Note: For the Imperative Agenda (a resolution not on the printed agenda), use a different form.]

Sponsor(s): Supervisor David Campos

SUBJECT: Resolution to Accept and expend Private Pass-through State grant – PSI/Myanmar Collaborative Impact Study Planning - \$25,578

The text is listed below or attached:

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

