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NOV 30 2015

Bureau of Budget and Management Research



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
AND
THE UNIVERSITY OF GUAM

This AGREEMENT made this _____ day of _____, 20__, by and between the UNIVERSITY OF GUAM, a public corporation established pursuant to Public Law 19-40, hereinafter referred to as "University" and the Department of Public Health and Social Services, hereinafter referred to as "Department".

WITNESSETH THAT:

WHEREAS, the University and Department agree to exchange information and to share certain resources with the objectives of supporting the operations of the Guam Cancer Registry by providing funds pursuant to PL 30-80;

WHEREAS, the Department confirms that such affiliation will be of value to its continued operation and is in the best interest of the people of Guam.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

The University Shall:

1. Continue to house and staff the Guam Cancer Registry pursuant to the MOU signed in 2004; and
2. Assume full responsibility for hiring of qualified staff and purchase of supplies, using the funds provided herein; and
3. Designate a liaison person(s) whose responsibility it shall be to confer regularly and at frequent intervals with the liaison person designated by the Department, and with the other Department officers as may be appropriate to insure maximum utilization of learning experiences and the establishment and maintenance of mutually beneficial working relationships; and
4. Provide an opportunity for staff of the Department to participate in activities of the University; and



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5. Require its faculty, students and employees to sign a Confidentiality Agreement and to respect and maintain the confidential nature of all information which they may obtain from patients and records of the Department; and
6. Where appropriate, offer clinical faculty appointment using the appropriate approval process to qualified personnel of the Department engaged in the research, training or outreach experience; and
7. Provide an annual report summarizing the data collected; and
8. Spend the funds transferred by this memorandum for the purposes indicated in the attached budget, subject to transfer authority between categories to support the Guam Cancer Registry upon the approval of the President of the University or his designee; and
9. Provide a report at the end of the fiscal year to the Department indicating how the funds were spent and outcomes thereto; and
10. For future years, provide a budget to the Department before the end of the first quarter in each fiscal year, showing how the appropriated funds will be used to support the Guam Cancer Registry.

The Department Shall:

1. Upon signing of this MOU, immediately transfer to the University, the sum of \$203,097.00 which includes the amount of \$16,247 for 8% administrative costs; and pursuant to P.L. 33-66, Chapter III; Part II; Section 10 of FY 2016, less an imposed 15% reserve (reference: BMR Circular#15-01).
2. In each future fiscal year, transfer to the University the funds appropriated for the Guam Cancer Registry pursuant to Public Law 30-80 on or before the end of the first fiscal quarter (January 31), following submission of a draft budget; and
3. Designate a liaison person(s) whose responsibility it shall be to confer regularly with the liaison person designated by the University, to insure the establishment and maintenance of mutually beneficial working relationships; and
4. Collaborate on workshops and training activities that are mutually beneficial; and

The Parties Mutually Agree:

1. Maintenance of positive relationship between the University and the Department shall be an ongoing process involving mutual exchanges of information and communication. A key factor in this process shall be annual meetings (held in September or October) of University and Department staff for the purpose of discussing mutual concerns and solving mutual problems.
2. Guam Cancer Registry data shall be co-owned by the University and the Department.
3. This Agreement shall become effective upon signing and will continue in full force and effect until terminated as hereinafter provided. The Agreement will be reviewed annually and the sum transferred may be modified annually depending upon the actions of the Guam Legislature in the annual budget bill; and
4. This Agreement may be modified upon request of either party and with the agreement of the other in writing at any time or it may be terminated by one party upon 30 calendar day's written notice to the other. Both parties agree that in the event the Agreement is to be terminated, arrangements for operations of the Guam Cancer Registry will continue at the University of Guam pursuant to the earlier MOU.
5. In the operation of this agreement neither party shall discriminate on the basis of race, color, creed, national or ethnic origin, gender, religion, disability, age (except as permitted by law), disabled veteran, veteran of the Vietnam Era, marital or citizenship status.
6. Not to assign, transfer, convey or otherwise dispose of this agreement, or the right, title or interest therein, or the power to execute such agreement to any other person, company or corporation, without the previous consent in writing of the other party.
7. All notices hereunder shall be in writing signed by the initiating party, and shall be served either personally or by registered mail addressed as follows:

To University: President
 University of Guam
 UOG Station, Mangilao, Guam 96923

To Department: Director
 Department of Public Health and Social Services
 123 Chalan Kareta
 Mangilao, GU 96913-6304

or to such other addressee as may be hereafter designated in writing.

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8. Each party agrees to hold the other harmless from actions or liability of any kind arising out of the negligent acts or omissions of either party under this agreement.
9. The parties warrant that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28, Article 2, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of the Department while on University of Guam property. If any employee of the Department is providing services on University property and is convicted subsequent to an award of a contract, then the Department warrants that it will notify the University of the conviction within twenty-four hours of the conviction, and will remove immediately such convicted person from providing services on government property. If the Department is found to be in violation of any of the provisions of this paragraph, then the University will give notice to the service provider to take corrective action. The Department shall take corrective action within twenty-four hours of notice from the University, and the Department shall notify the University when action has been taken. If the Department fails to take corrective steps within twenty-four hours of notice from the University, then the University in its sole discretion may suspend temporarily any contract for services until corrective action has been taken.
10. This agreement together with the attached draft budget (Appendix I, subject to change with written approval of the President of the University of Guam) constitutes the entire agreement of the parties hereto.

----- SIGNATURE PAGE FOLLOWS -----

EPOO 2/17/14
*do not leave blank
spaces in a
contract*

MEMORANDUM OF UNDERSTANDING
BETWEEN GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
AND THE UNIVERSITY OF GUAM
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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

UNIVERSITY OF GUAM:

Robert L. Haddock, DVM, MPH
Director, Guam Cancer Registry

Date: 11/20/15

Dr. Robert A. Underwood, President
University of Guam

Date: 11/23/15

Dr. John A. Peterson, Co-Principal
Investigator, UOG Guam Cancer
Research Center

Date: _____

Victorina M. Y. Renacia
Legal Counsel, University of Guam

Date: 11/23/15

APPROVED AS TO LEGALITY AND
FORM:

Elizabeth Barrett-Anderson
Attorney General of Guam
DPH 15-0434

Date: 2/17/16

DEPARTMENT OF PUBLIC HEALTH
AND SOCIAL SERVICES:

James W. Gillan
Director, DPHSS

Date: 11.19.15

CERTIFICATION OF FUNDS:

Account No.: 5602A161700DF209280
Amount: \$203,097.00
Vendor No.: U0091392
Document No.: C16-1700-013

CERTIFIED FUNDS AVAILABLE:

Tommy C. Taitague, ASO
DPHSS Certifying Officer

Date: NOV 19 2015

APPROVED:

12/16/15

Jose S. Calvo
Director, BBMR

CLEARED PER
BBMR'S REVIEW

Date: DEC 17 2015

APPROVED:

Edward J. B. Calvo
Governor of Guam

Date: FEB 26 2016



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NOV 19 2015
L. Underwood, President
Malcolmia Research



GOVERNMENT OF GUAM
DEPARTMENT OF ADMINISTRATION
FINANCIAL MANAGEMENT SYSTEM

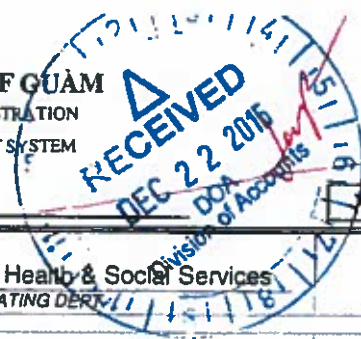
APPENDIX I

INTRA - GOV'T OF GUAM
WORK REQUEST

Z ACCOUNT: _____

Original Request

Amendment No.: _____



FROM Department of Public Health & Social Services <small>ORIGINATING DEPT.</small>	REQUEST NO. W16-1700-003 <small>(9 digits only)</small>	
TO University of Guam / Guam Cancer Registry <small>ACCEPTING DEPT.</small>	ACCOUNT NO. 5602A161700DF209230 <small>with Object Class (19 digits only)</small>	
AMOUNT AUTHORIZED \$ 203,097.00	VENDOR NO. U0091392 <small>(8 characters only)</small>	
DESIRED COMPLETION DATE 09/30/16 <small>MM/DD/YYYY</small>	OBLIGATION END DATE 09/30/16 <small>MM/DD/YYYY</small>	EXPENDITURE END DATE 09/30/16 <small>MM/DD/YYYY</small>

WORK / SOURCE DESCRIPTION / or AMENDMENT JUSTIFICATION: [Program Title] Guam Cancer Registry

Annual Memorandum of Understanding between DPHSS and UOG for the exchange of information and for the sharing of resources to support the operations of the Guam Cancer Registry, pursuant to Public Law 30-80 and Public Law 33-66. The attached MOU outlines the terms of agreement and each party's respective roles and responsibilities.

CERTIFICATION OF FUNDS AVAILABILITY

REQUESTING OFFICIAL

TOMMY C. TAITAEUE, ASO
CERTIFYING OFFICER'S NAME / SIGNATURE

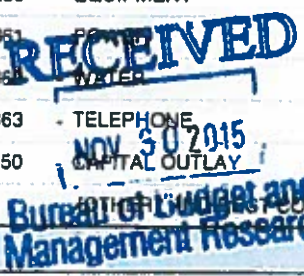
NOV 19 2015
DATE

JAMES W. GILLAN, DPHSS Director
REQUESTING OFFICIAL'S NAME / SIGNATURE

11-19-15
DATE

COST BREAKDOWN

OBJECT CLASSIFICATION	ORIGINAL	AMENDMENT	RESERVE	AMOUNT
111 - SALARIES & WAGES	\$ 96,934.00	\$	\$	\$ 96,934.00
112 - OVERTIME				
113 - FRINGE BENEFITS	38,921.00			38,921.00
220 - TRAVEL	16,800.00			16,800.00
230 - CONTRACTUAL SERVICES	10,700.00			10,700.00
240 - SUPPLIES & MATERIAL	8,495.00			8,495.00
250 - EQUIPMENT	15,000.00			15,000.00
361 - POWER				
362 - WATER				
363 - TELEPHONE				
450 - CAPITAL OUTLAY				
TOTAL	16,247.00			16,247.00
TOTAL	203,097.00			203,097.00



REMARKS:
BBMR USE ONLY

CLEARED PER
BBMR'S REVIEW

DEC 17 2015

JOSE S. CALVO, BBMR Director
APPROVED BY

REMARKS:
ACCEPTING DEPT / AGENCY USE ONLY

DOA USE ONLY

REVIEWED BY DATE

Dr. ROBERT A. UNDERWOOD
President, UOG

NOV 25 2015

ACCEPTED BY DATE

APPROVED BY DATE

05-0058
1/7/05
01/07/05

**MEMORANDUM OF AGREEMENT
BETWEEN THE
UNIVERSITY OF GUAM
AND THE
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES**

This Memorandum of Agreement is made and entered into on this 24 day of December, 2004, by and between the University of Guam (UOG) and the Guam Department of Public Health and Social Services (DPHSS).

WHEREAS, cancer is a leading cause of morbidity and mortality on Guam; and

WHEREAS, available data suggest that the impact on our community of illnesses due to cancer may be increasing; and

WHEREAS, the 9th Guam Legislature designated the responsibility for establishing and maintaining a Guam Cancer Registry with the DPHSS; and

WHEREAS, the Guam Cancer Registry has been duly established within the Office of Epidemiology and Research of the DPHSS and has produced three reports on the status of cancer on Guam; and

WHEREAS, the University of Guam has established a research center to facilitate and promote the study of cancer on Guam by its faculty and students, funded through the National Institutes of Health; and

WHEREAS, the UOG, in partnership with the University of Hawaii, has obtained federal grant funds to establish a Cancer Research Center of Guam on their campus for the above purpose; and

WHEREAS, both the UOG and the DPHSS agree that it is in the best interest of the people of Guam to establish a partnership with the Guam Cancer Research Center on the university campus thereby facilitating research into unique aspects of the occurrence of cancer among the ethnic groups represented on Guam;

NOW, THEREFORE, in consideration of the foregoing, the UOG and the DPHSS hereby agree to the following:

1. THE UNIVERSITY OF GUAM AGREES TO:

- A. Provide a secure environment for any Cancer Registry activities that will assure confidentiality of collected data.
- B. Comply with guidelines set forth in the Regulations of the Guam Cancer Registry regarding access to data collected by or for the Registry.
- C. Appoint a person designated by the Director of DPHSS to serve as co-director of the Guam Cancer Registry.

- D. Assist the DPHSS to provide complete and timely recording of all new cases of cancer occurring among the residents of Guam subsequent to this agreement.
- E. Assist the DPHSS to maintain annual active follow-up procedures to collect complete information on cancer-directed treatment on all reported cases of cancer in the Guam Cancer Registry.
- F. Maintain confidential data so that an unduplicated count of cancer cases is assured, information from multiple reporting sources pertaining to the same cancer case is accurately amalgamated, follow-up information on patient survival is obtained, and accepted rules used to distinguish cancer recurrence from new primary cancers are followed.
- G. Work with DPHSS to collect information on demographic characteristics of cancer patients, diagnostic procedures, extent of disease, and the course of cancer-directed treatments.
- H. Provide assistance to ensure the fullest utilization of cancer data resources through:
 - a. The analysis and publication of data that do not lead to the identification of any individual;
 - b. Developing research projects based on analysis of Registry data;
 - c. Supporting and maintaining the cooperation of local physicians in special studies of new cancer therapies;
 - d. Providing presentations and/or answering questions on the status of the Cancer Center of Guam's program when requested by the public, special cancer advocacy groups or the press; and
 - e. Preparing and distributing an annual report on activities of the Guam Cancer Registry within the Cancer Center of Guam's purview, including its accomplishments and significant findings.

2. THE DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES AGREES TO:

- A. Permit access of employees of the Cancer Research Center of Guam to official records of the DPHSS, including patient records and death certificates.
- B. Designate an employee to serve as liaison to the University of Guam Cancer Research Center tumor registry project.
- C. As requested, to assist in the design and implementation of epidemiologic studies on the incidence and risk factors of cancer on Guam.
- D. Through its Office of Public Health Education, produce and disseminate public information regarding cancer on Guam.

IT IS MUTUALLY AGREED:

- 1. That this AGREEMENT may be terminated by either party upon thirty (30) days written notice.
- 2. The terms of this AGREEMENT may be revised or amended in writing by mutual consent as conditions or circumstance warrant.

- 3. That in the event that this AGREEMENT is terminated, the Guam Cancer Registry remains under the control of the DPHSS.
- 4. That this AGREEMENT shall become effective immediately upon the signing of the Governor of Guam and shall remain in effect until revoked or terminated as indicated above, suspended, or amended in writing as approved by both parties.

IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT on the dates indicated by the respective names:

University of Guam:

Harold L. Allen

Harold L. Allen, Ph.D.
President

Date: 12/27/04

Approved

Victoria M. Y. Renacia

Ms. Victorina M.Y. Renacia, Legal Counsel

Date: 1/5/04

Department of Public Health and Social Services:

Peter John Camacho

Mr. Peter John Camacho, M.P.H.
Director

Date: 12/27/04

Approved as to Legality and Form:

Douglas B. Moylan

Douglas B. Moylan, Attorney General

Date: 1/11/05

Felix P. Camacho

Felix P. Camacho, Governor of Guam

Date: 2/24/05

JAN - 7 2005
 3:44 PM
 ATTO: [initials]