



GOVERNMENT OF GUAM  
 DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES  
 DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT



EDDIE BAZA CALVO  
 GOVERNOR

RAY TENORIO  
 LIEUTENANT GOVERNOR

JAMES W. GILLAN  
 DIRECTOR

LEO G. CASIL  
 DEPUTY DIRECTOR

MAY 27 2011

MEMORANDUM

TO: Governor of Guam

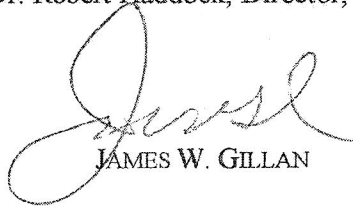
VIA: Attorney General, Department of Law

FROM: Director, Department of Public Health and Social Services

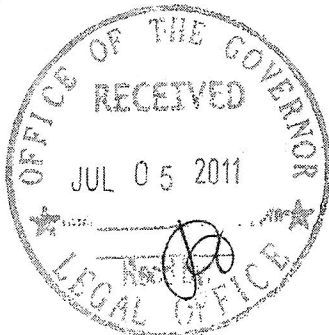
SUBJECT: Memorandum of Understanding between the Department of Public Health and Social Services and the University of Guam for the Guam Cancer Registry

*Buenas!* Attached for your review, approval and signature is a Memorandum of Understanding (MOU) between the University of Guam and the Department of Public Health and Social Services (DPHSS), Division of Public Health. The MOU outlines the terms of agreement for the exchange of information and for the sharing of resources to support the operations of the Guam Cancer Registry, with funds pursuant to Public Law 30-80. The MOU also outlines each party's respective roles and responsibilities.

Should you have questions, please contact Dr. Robert Haddock, Director, Guam Cancer Registry, at 735-7298. *Si Yu'us Ma'ase.*

  
 JAMES W. GILLAN

Attachments



received  
 07/12/11

337

320

673011-2546



RECEIVED  
MAY 31 2011



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, purchase of supplies, and renovation of Deans Circle House #7 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.

MEMORANDUM OF UNDERSTANDING  
BETWEEN GUAM DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES  
AND THE UNIVERSITY OF GUAM  
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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;
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 \$186,732 (Total budgeted amount \$202,970 less 8% administrative costs), which represents 1% of the tobacco tax revenue collected in FY 2010; and
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. 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 days' 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 Karcta  
                          Mangilao, GU 96913

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

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.

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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.

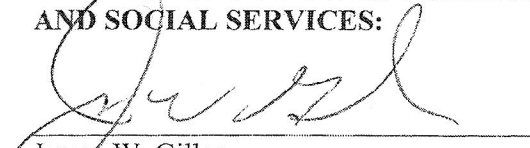
UNIVERSITY OF GUAM:

DEPARTMENT OF PUBLIC HEALTH  
AND SOCIAL SERVICES:



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


Date: 5/10/2011



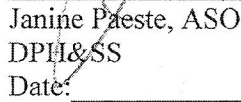
James W. Gillan  
Director, DPHSS

Date: 5-27-11

CERTIFIED FUNDS AVAILABLE:  
Pls. see attached Mod#11-169



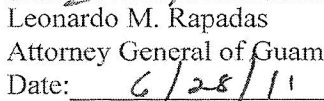
Dr. Robert A. Underwood, President  
University of Guam  
Date: MAY 16 2011



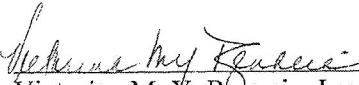
Janine Praeste, ASO  
DPH&SS  
Date: \_\_\_\_\_  
Document No.: C11-1700-030  
Account No.: 5602A111700DF 209/230  
Amount: \$186,732.00




Dr. Helen J.D. Whippy, Senior Vice  
President, Academic & Student Affairs  
Principal Investigator, Cancer Research  
Center, University of Guam  
Date: 5/11/2011



Leonardo M. Rapadas  
Attorney General of Guam  
Date: 6/28/11

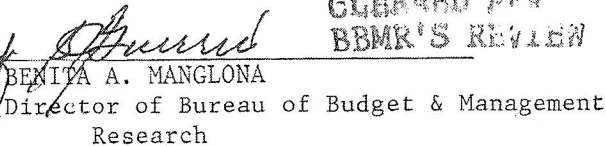


Victorina M. Y. Rehacia, Legal Counsel  
University of Guam  
Date: 5/12/11



RAYMOND S. TENORIO  
Acting Governor of Guam  
Date: JUL 10 2011

CLEARED PFR  
BBMR'S REVIEW



BENITA A. MANGLONA  
Director of Bureau of Budget & Management  
Research

Date: 6/9/11

RECEIVED  
JUN 15 2011

Office of the Attorney General of Guam  
Civil/Solicitor Division