



**CABINET FOR HEALTH AND FAMILY SERVICES  
DEPARTMENT FOR PUBLIC HEALTH**

**Matthew G. Bevin**  
Governor

275 East Main Street, HS1GWA  
Frankfort, KY 40621  
502-564-3970  
Fax: 502-564-9377  
[www.chfs.ky.gov/dph](http://www.chfs.ky.gov/dph)

**Vickie Yates Brown Glisson**  
Secretary

**Hiram C. Polk, Jr., MD**  
Commissioner

January 7, 2017

Thomas C. Tucker, PhD, MPH  
Jennifer Redmond Knight, DrPH  
University of Kentucky  
Markey Cancer Control Program  
2365 Harrodsburg Rd., Suite A230  
Lexington, KY 40504

Dear Drs. Tucker and Knight,

I am writing this letter to continue the designation of the University of Kentucky as the agent of the Kentucky Department for Public Health for the Kentucky National Comprehensive Cancer Control Program (NCCCP) funding, under Centers for Disease Control and Prevention (CDC) Program Announcement CDC-RFA-DP17-1701. As you are aware, this designation has been in place for the past 15 years, from 2002-2017. The program facilitates policy, systems and environmental change approaches as well as strengthening community-clinical linkages in cancer control at the state level.

The University of Kentucky College of Public Health, in partnership with the Markey Cancer Control Program, have demonstrated consistent leadership in facilitating collaboration among state and regional partners to implement comprehensive cancer control in Kentucky. The Kentucky Department for Public Health has a long standing relationship with the University of Kentucky and views the University as the bona fide state agent for responding to the CDC NCCCP solicitation.

The disease burden associated with cancer in Kentucky continues to be well documented. In order to further reduce this burden, there remains a need for ongoing coordination, integration and collaboration of efforts. We look forward to continued work with the University of Kentucky once they receive continued funding for this important endeavor.

S

Connie Gaudin, MD, MS, FACOG  
Senior Deputy  
Kentucky Department for Public Health



## **Puerto Rico Bona Fide Fiscal Agent Documents: Original Spanish and English translations**

On the following pages are copies of a memorandum of understanding between the Comprehensive Cancer Center of the University of Puerto Rico and the Puerto Rico Health Department regarding programs of CDC's Division of Cancer Prevention and Control (DCPC), in which the Comprehensive Cancer Center of the University of Puerto Rico is named as the bona fide agent for all CDC-funded cancer prevention and control programs in Puerto Rico.

The first letter is the original letter, which is in Spanish. The second letter is the English translation of the letter.

**MEMORANDO DE ENTENDIMIENTO  
ENTRE  
EL CENTRO COMPRENSIVO DE CANCER DE  
LA UNIVERSIDAD DE PUERTO RICO  
y  
EL DEPARTAMENTO DE SALUD DE PUERTO RICO  
PARA LOS PROGRAMAS  
DE LA DIVISI6N DE PREVENCI6N Y CONTROL DE CANCER del  
CENTRO DE CONTROL Y PREVENCI6N DE ENFERMEDADES (CDC)**

**I. LAS PARTES**

Este Memorando constituye un acuerdo de colaboraci6n entre el Centro Comprensivo de Cancer de la Universidad de Puerto Rico (CCCUPR), representado por el Presidente de la Junta de Directores, licenciado Jose E. Rosario Albarran, y el Departamento de Salud del Estado Libre Asociado de Puerto Rico (Departamento), representado por su Secretario, Dr. Lorenzo Gonzalez Feliciano, en adelante denominadas colectivamente Las Partes.

**II. OBJETIVO**

El presente MEMORANDO tiene como objetivo designar al Centro Comprensivo de Cancer de la Universidad de Puerto Rico como agente fiscal y administrativo (agente *bona fide*) ante el Centro para el Control y Prevenci6n de Enfermedades (CDC por sus siglas en ingles) para los Programas de la Divisi6n de Prevenci6n y Control de Cancer del CDC: Registro de Cancer de Puerto Rico, Programa de Control Comprensivo de Cancer de Puerto Rico, el Programa de Prevenci6n y Detecci6n Temprana de Cancer de Mama y Cuello Uterino de Puerto Rico, y futuras oportunidades de fondos de la Divisi6n de Prevenci6n y Control de Cancer del CDC en adelante denominadas colectivamente Los Programas de Prevenci6n y Control de Cancer. Disponiendose que dicha delegaci6n administrativa no se interpretari como una renuncia a la obligaci6n del Departamento de Salud de ser lideres en la vigilancia de salud publica frente al cancer.

**III. TRASFONDO**

POR CUANTO, el 26 de agosto de 2004, la Gobernadora de Puerto Rico firm6 la Ley Num. 230, enmendada por Ley Num. 141 del 13 de julio de 2011, mediante la cual se crea una corporaci6n publica, a denominarse "Centro Comprensivo de Cancer de la Universidad de Puerto Rico".

POR CUANTO, a tenor con la Ley 230, enmendada por Ley Num. 141 del 13 de julio de 2011, el Centro Comprensivo de Cancer de la Universidad de Puerto Rico debera estar domiciliado en San Juan, Puerto Rico y funcionara como una entidad independiente y separada de cualquier otra agencia o instrumentalidad del Gobierno del Estado Libre Asociado de Puerto Rico.


POR CUANTO, la Ley 230, enmendada por Ley Num. 141 del 13 de julio de 2011, segun expresamente dispone que durante su existencia, el Centro estara afiliado mediante acuerdos, a la Universidad de Puerto Rico, para la consecuci6n de los prop6sitos de esta Ley.

POR CUANTO, el Centro Comprensivo de Cáncer de la Universidad de Puerto Rico, por su misión y meta según se definen por su ley orgánica, comparte muchos de los objetivos e intereses del Departamento de Salud, lo que implica una convergencia de intereses entre ambas instituciones.

POR CUANTO, el Centro Comprensivo de Cáncer de la Universidad de Puerto Rico deberá ejecutar la política pública con relación a la prevención, orientación, investigación y prestación de servicios clínicos y tratamientos relacionados, con el cáncer en Puerto Rico, obligación que le impone la Ley Num. 230 de 26 de agosto de 2004.

POR CUANTO, la Ley 49 del 11 de abril de 2011, la "Ley de Política Pública del Gobierno de Puerto Rico para el Control Comprensivo de Cáncer en Puerto Rico" establece que el Gobierno de Puerto Rico, mediante el liderazgo del Departamento de Salud y su agente bona fide para el control de cáncer, el Centro Comprensivo de Cáncer de la Universidad de Puerto Rico, dirijan todos los esfuerzos gubernamentales y aquellos que en conjunto se pudiesen realizar con organismos privados interesados, de manera coordinada e integral para el control comprensivo de cáncer con el objetivo de reducir la incidencia, morbilidad y mortalidad mediante la prevención, la detección temprana, el mejor tratamiento disponible, la rehabilitación y el cuidado paliativo.

POR CUANTO, la Ley 230 de 26 de agosto de 2004, enmendada por Ley Num. 141 del 13 de julio de 2011, en el Artículo 5, inciso (t) ordena al Centro Comprensivo de Cáncer de la Universidad de Puerto Rico mantener un registro actualizado de incidencia y mortalidad de cáncer en Puerto Rico.

 POR CUANTO, Ley Num. 113 de 30 de julio de 2010 conocida como la "Ley del Registro Central de Cáncer de Puerto Rico" establece que el Registro Central de Cáncer de Puerto Rico estará adscrito al Centro Comprensivo de Cáncer de la Universidad de Puerto Rico y será la entidad encargada de manejar y mantener un sistema óptimo de vigilancia de cáncer con el fin de procesar, analizar y divulgar la información sobre la incidencia y mortalidad de cáncer en nuestra Isla, dentro de los más altos parámetros de calidad y cumplimiento según establecidos por las agencias nacionales y estatales reguladoras de datos e información de cáncer. Este Registro mantendrá una base de datos de todos los casos de cáncer diagnosticados, tratados o que fallezcan debido a esta enfermedad en Puerto Rico.

POR CUANTO, Esta convergencia de obligaciones y coyuntura de intereses le permite a Las Partes aunar esfuerzos y recursos en beneficio de objetivos y metas comunes, con el fin de evitar el desarrollo de mayor burocracia gubernamental y como una maximización de la utilización de fondos públicos.

POR CUANTO, Las Partes, cumpliendo y reafirmando los objetivos para los que fueron creados, habrán de beneficiarse del establecimiento de un vínculo más estrecho que redunde en beneficio de la comunidad puertorriqueña.

POR CUANTO, un enfoque coordinado de salud pública es indispensable para la planificación del control integral del cáncer.

POR CUANTO, el control integral del cáncer se logra mediante una amplia alianza entre las entidades públicas y privadas interesadas cuya misión común es reducir los efectos del cáncer en general.

POR TANTO, Las Partes suscriben el presente Memoranda de Entendimiento con el objetivo de designar al Centro Comprensivo de Cáncer de la Universidad de Puerto Rico para continuar como agente fiscal y administrativo de los programas establecidos bajo esta iniciativa, de manera que ambas partes puedan cumplir con las obligaciones que le imponen sus respectivas leyes orgánicas sin necesidad de duplicar esfuerzos y en aras de maximizar los recursos del Estado.

#### **IV. OBLIGACIONES DE LAS PARTES**

Para lograr el objetivo de este Memoranda, las Partes convienen en llevar a cabo las siguientes acciones y/o gestiones:

##### **A. CENTRO COMPRESIVO DE CÁNCER DE LA UNIVERSIDAD DE PUERTO RICO:**

1. Será responsable de someter al Centro para el Control de Enfermedades y Prevención (CDC, por sus siglas en inglés) las propuestas y solicitudes de fondos requeridas para implantar y sostener Los Programas de Prevención y Control de Cáncer: el Registro de Cáncer de Puerto Rico, Programa de Control Comprensivo de Cáncer de Puerto Rico, y el Programa de Prevención y Detección Temprana de Cáncer de Mama y Cuello Uterino de Puerto Rico.
2. Será responsable de negociar con el CDC el apoyo económico federal necesario de aprobarse las propuestas sometidas para la implantación de los programas propuestos bajo esta iniciativa.
3. Coordinará y administrará todas las actividades inherentes a los Programas de Prevención y Control de Cáncer en Puerto Rico, según definido por las leyes estatales y federales y los estándares nacionales que rigen dichas actividades.
4. Proveerá personal administrativo adicional pero sin limitarse a las siguientes posiciones: Director, Director Asociado y Director de Operaciones y cualquier otro personal que sea necesario para mantener la eficacia de los Programas de Prevención y Control de Cáncer, cuyos nombramientos dependerán de la disponibilidad de fondos de estos programas. Tanto la designación de los Directores como el Directores Asociados de los Programas de Prevención y Control de Cáncer tendrán la aprobación del Centro Comprensivo de Cáncer de la Universidad de Puerto Rico como del Departamento de Salud.
5. El Centro proveerá espacio y equipo necesario para mantener la operación eficaz y ágil de los Programas de Prevención y Control de Cáncer de Puerto Rico.

6. Asegurara el cumplimiento de las leyes que rigen la practica de reporte y registro de casos de cancer en Puerto Rico, imponiendo las sanciones que estas definen. Los fondos producidos por multas por no cumplir las leyes iran al Centro Comprensivo de Cancer para la administraci3n del Registro.
7. Rendira al CDC y otras agencias reguladoras de la practica todos los informes y documentos requeridos bajo esta iniciativa.
8. El Registro de Cancer de Puerto Rico rendira al Departamento de Salud de Puerto Rico los informes conteniendo los datos sobre el programa seg(m este lo requiera).
9. El Registro de Cancer de Puerto Rico proveera al Departamento de Salud copia de la base de datos actualizada regularmente para los analisis que este interese conducir.
10. El Registro de Cancer de Puerto Rico mantendra un Comité Asesor seg(m establecido en los estandares nacionales).
11. Asegurara el cumplimiento con todos los requisitos legates y de seguridad para asegurar la confidencialidad de los datos del Registro de Cancer de Puerto Rico y de los otros Programas de Prevenci3n y Control de Cancer en Puerto Rico.
12. El Centro creara un sistema para allegar fondos suplementarios a los Programas de Prevencion y Control de Cancer como donaciones, asignaciones de fondos de investigaciones que utilicen datos o recursos del Registro y otros.

 8. DEPARTAMENTO DE SALUD:

1. Nombrara al Centro Comprensivo de Cancer de la Universidad de Puerto Rico agente *bona fide* para fines de Los Programas de Prevenci3n y Control de Cancer en Puerto Rico.
2. Proveera al Centro la informaci3n y los datos de salud necesarios para el adecuado funcionamiento del registro y de los otros Programas de Prevenci3n y Control de Cancer, tales como datos de mortalidad, estadisticas vitales, Puerto Rico-Behavioral Risk Factors Surveillance System (PR-BRFSS), datos de proveedores de servicios de salud, entre otros, y para la preparaci3n de propuestas, establecimiento de prioridades, implantaci3n de programas y evaluaci3n de resultados de estas iniciativas.
3. Formara parte permanente del Comité Asesor del Registro mediante el Secretario de Salud o el funcionario que este designe.
4. Facilitara la comunicaci3n con las divisiones y los programas de l Departamento y con otras entidades que producen y manejan bases de datos de salud, de estadisticas vitales. y de profesionales de salud, con instituciones o entidades que por ley tienen que reportar al Registro, y con entidades que producen o manejan datos poblacionales, con los

que el Registro necesita enlazar para poder cumplir con los estandares nacionales.

5. Establecera la politica publica de salud que sea recomendada en conjunto con el Centro y los demas colaboradores, para lograr el cumplimiento de los objetivos de los Programas de Prevención y Control de Cancer impuestos por los estandares nacionales.
6. Facilitara la registraci3n de cancer y la participaci3n en los Programas de Prevención y Control de Cancer a traves de todo Puerto Rico y el cumplimiento de las leyes que rigen dicha practica.

#### C. AMBAS PARTES:

1. Ambas partes se consideraran mutuamente como colaboradores ("partners") en estas iniciativas.
2. Por lo menos dos veces en cada a1o de los proyectos llevaran a cabo una revision y actualizaci3n de las actividades planificadas en acuerdo con las entidades firmantes.

#### V. TERMINOS Y CONDICIONES GENERALES

- A. Las Partes deberan actuar de una manera razonable y no arbitraria con relaci3n a los asuntos objeto de este Memorando.
- B. Cada Parte sera responsable individualmente de aquella reclamaci3n judicial o extrajudicial y de proveer indemnizaci3n por concepto de da1os y perjuicios o angustias mentales o morales que pueda sufrir, o alegue sufrir, cualquier persona natural o jurfdica donde los da1os y perjuicios aleguen haber sido causados por acciones, actuaciones u omisiones negligentes, descuidadas o culposas de sus propios contratistas, agentes o empleados, cuando tales da1os y perjuicios hubieran ocurrido total o parcialmente durante las actividades y/o gestiones de cooperaci3n bajo este Memorando, eximiendo, relevando y exonerando a la otra parte de toda responsabilidad en tal eventualidad.
- C. El presente Memoranda podra ser modificado si las partes lo solicitan, de mutuo acuerdo y por escrito. La solicitud de modificaci3n se presentara ante la persona designada por la otra parte, segun aplique.
- D. Este Memorando prevalece sobre acuerdos previos entre las partes, escritos o verbales, que sean inconsistentes con los terminos y condiciones aqui contenidos. Disponiendose que nada en este memorando limite la capacidad de las partes para suscribir nuevos acuerdos. o enmiendas a este memorando. En cualquier caso, ninguna enmienda a este memorando o nuevo acuerdo tendra efecto a menos que conste expresamente en un acuerdo escrito suscrito por las partes.

#### VI. DISPOSICIONES SOBRE NO DISCRIMINACION

Las partes hacen constar que no habra discriminaci6n por razones de sexo, raza, color, nacimiento, origen o condici6n social, impedimento fisico o mental, creencias politicas o religiosas o estatus de veterano en cualquier gesti6n efectuada bajo los terminos de este memoranda.

## VII. CONSERVACION DE DOCUMENTOS

Las partes se comprometen a conservar los infonnes y demas documentos relacionados con los servicios objeto de este memorando, para que puedan ser examinados o copiados por la Oficina de una firma de auditores extemos contratados por el Centro Comprensivo de Cancer de la Universidad de Puerto Rico o por la Oficina del Contralor de Puerto Rico, en sus intervenciones al Centro de Cancer de la Universidad de Puerto Rico. Las auditorias se realizaran en fechas razonables durante el transcurso de los servicios o con posterioridad a los mismos, conforme las practicas de auditoria generalmente reconocidas. Dichos documentos se conservaran por un periodo no menor de seis (6) ai'los o hasta que se efectue una investigaci6n por la Oficina del Contralor de Puerto Rico, lo que ocurra primero.

## VIII. VIGENCIA


Este memorando estara vigente a partir de su firma por las partes.


## IX. ACEPTACION



Leido el presente instrumento, enteradas las partes del contenido y alcance de cada una de sus clausulas e indicando que en su celebraci6n no existe dolo, mala fe o cualquier otro motivo que vicie su consentimiento, lo firman de confonnidad.

En San Juan, Puerto Rico, hoy **JJ** de 1, v, A -- 0 de 2012.

  
**L5<sup>to</sup>, Jose E. Rosario Albarran**  
Presidente  
Jun ta de Directores  
Centro Comprensivo de Cancer de la  
Universidadde Puerto Rico

  
**Dr. Lorenzo González Feliciano**  
Secretario  
Departamento de Salud



MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COMPREHENSIVE CANCER CENTER OF THE UNIVERSITY OF PUERTO RICO  
AND  
THE PUERTO RICO HEALTH DEPARTMENT  
FOR THE PROGRAMS OF THE CANCER PREVENTION AND CONTROL DIVISION of the CENTERS FOR  
DISEASE CONTROL AND PREVENTION (CDC)

I. THE PARTIES

This Memorandum constitutes a collaborative agreement between the Comprehensive Cancer Center of the University of Puerto Rico (CCCUPR), represented by the President of the Board of Directors, Mr. Jose E. Rosario Albarran, and the Department of Health of the Commonwealth of Puerto Rico (Department), represented by its Secretary, Dr. Lorenzo Gonzalez Feliciano, hereinafter collectively referred to as the Parties.

II. OBJECTIVE

The purpose of this MEMORANDUM is to designate the Comprehensive Cancer Center of the University of Puerto Rico as a fiscal and administrative agent (*bona fide* agent) before the Centers for Disease Control and Prevention (CDC) for the Programs of the CDC Cancer Prevention and Control Division: Puerto Rico Cancer Registry, Puerto Rico Comprehensive Cancer Control Program, the Puerto Rico Breast and Cervical Cancer Early Prevention and Detection Program, and future opportunities for cancer funds from the Cancer Prevention and Control Division of the CDC hereinafter collectively referred to as the Cancer Prevention and Control Programs. Recognizing that said administrative delegation shall not be construed as a waiver of the obligation of the Department of Health to be leaders in public health surveillance against cancer.

III. BACKGROUND

WHEREAS, on August 26, 2004, the Governor of Puerto Rico signed Act No. 230, as amended by Act No. 141 of July 13, 2011, through which a public corporation is created, to be called the "Comprehensive Cancer Center of the University of Puerto Rico"

WHEREAS, according to Law 230, as amended by Act No. 141 of July 13, 2011, the Comprehensive Cancer Center of the University of Puerto Rico must be domiciled in San Juan, Puerto Rico and function as an independent entity and separate from any other agency or institution of the Government of the Commonwealth of Puerto Rico.

WHEREAS, Law 230, as amended by Law No. 141 of July 13, 2011, expressly provides that, during its existence the Center will be affiliated, through agreements with the University of Puerto Rico, for the purpose of completion of this Law.

WHEREAS, the Comprehensive Cancer Center of the University of Puerto Rico, for its mission and goal defined by its organic law, shares many of the objectives and interests of the Health Department, which implies a convergence of interests between the two institutions

## Memorandum of Understanding between the Comprehensive Cancer Center of the University of Puerto Rico and the Puerto Rico Department of Health

WHEREAS, the Comprehensive Cancer Center of the University of Puerto Rico shall execute public policy in relation to the prevention, training, research and provision of medical services and treatments related to cancer in Puerto Rico, a requirement imposed by the Law. Num. 230 of August 26, 2004.

WHEREAS, Law 49 of April 11, 2011, the "Law of Public Policy of the Government of Puerto Rico for the Comprehensive Control of Cancer in Puerto Rico" establishes that the Government of Puerto Rico, through the leadership of the Department of Health and its *bona fide* agent for cancer control, the Comprehensive Cancer Center of the University of Puerto Rico, will direct all government efforts and those efforts carried out with private organizations, in a coordinated and comprehensive manner for the comprehensive control of cancer with the aim of reducing the incidence, morbidity and mortality through prevention, early detection, the best available treatment, rehabilitation and palliative care.

WHEREAS, Law 230 of August 26, 2004, as amended by Law No. 141 of July 13, 2011, in Article 5, subsection (t) orders the Comprehensive Cancer Center of the University of Puerto Rico to keep an updated record of incidence and mortality of cancer in Puerto Rico.

WHEREAS, Law No. 113 of July 30, 2010 known as the "Central Cancer Registry Law of Puerto Rico" states that the Central Cancer Registry of Puerto Rico will be linked to the Comprehensive Cancer Center of the University of Puerto Rico and will be the entity in charge of managing and maintaining an optimal cancer surveillance system in order to process, analyze and disseminate the information on the incidence and mortality of cancer on our Island, using the highest quality and compliance parameters as established by the national and state agencies that regulate cancer data and information. This Registry will maintain a database of all cases of cancer diagnosed, treated or deaths due to this disease in Puerto Rico.

WHEREAS, this convergence of obligations and jointed interests allows the Parties to join efforts and resources for the benefit of common objectives and goals, in order to avoid the development of greater government bureaucracy and as a maximization of the use of public funds.

WHEREAS, the Parties, fulfilling and refining the objectives for which they were created, shall benefit from the establishment of a narrower link that will benefit the Puerto Rican community.

WHEREAS, a coordinated public health approach is indispensable for the comprehensive cancer control planning.

WHEREAS, the comprehensive cancer control is achieved through a broad alliance between interested public and private entities whose common mission is to reduce the effects of cancer in general.

THEREFORE, the Parties sign this Memorandum of Understanding with the objective of designating the Comprehensive Cancer Center of the University of Puerto Rico to continue as a fiscal and administrative agent for the programs established under this initiative, so that both parties can comply with the obligations imposed by their respective organic laws without the need to duplicate efforts and in order to maximize the resources of the State.

#### IV. OBLIGATIONS OF THE PARTIES

Memorandum of Understanding between the Comprehensive Cancer Center of the University of Puerto Rico and the Puerto Rico Department of Health

To achieve the objective of this Memorandum, the Parties agree to carry out the following actions and / or steps:

A. COMPREHENSIVE CANCER CENTER OF THE UNIVERSITY OF PUERTO RICO:

1. Will be responsible for submitting to the Centers for Disease Control and Prevention (CDC) the proposals and requests for funds required to implement and sustain the Cancer Prevention and Control Programs: the Puerto Cancer Registry, Comprehensive Cancer Control Program of Puerto Rico, and the Prevention and Early Detection Program for Breast and Cervical Cancer of Puerto Rico.
2. Will be responsible for negotiating with the CDC the federal economic support necessary to approve the proposals submitted for the implementation of the programs proposed under this initiative.
3. Will Coordinate and administer all the activities inherent to the Cancer Prevention and Control Programs in Puerto Rico, as defined by the state and federal laws and the national standards governing these activities.
4. Will provide additional administrative staff, including but not limited to the following positions: Director, Associate Director, and Director of Operations and any other personnel necessary to maintain the effectiveness of Cancer Prevention and Control Programs, whose appointments will depend on the availability of funds of these programs. Both the designation of the Directors and the Associate Directors of the Cancer Prevention and Control Programs shall be approved by the Comprehensive Cancer Center of the University of Puerto Rico and the Health Department.
5. The Center will provide space and equipment necessary to maintain the efficient and agile operation of the Cancer Prevention and Control Programs of Puerto Rico.
6. Will ensure compliance with the laws that govern the practice of reporting and registering cases of cancer in Puerto Rico, applying the sanctions that those define. Funds produced for fines for failing to comply will go to the Comprehensive Cancer Center for the administration of the Registry.
7. Will yield to the CDC and other regulatory agencies in the area all reports and documents required under this initiative.
8. The Cancer Registry of Puerto Rico shall submit to the Department of Health of Puerto Rico the reports containing the data on the program as required.
9. The Puerto Rico Cancer Registry will provide the Department of Health a copy of regular updates to the database for the analyzes that it is of interest to conduct.
10. The Cancer Registry of Puerto Rico will maintain an Advisory Committee according to the national standards.
11. Will ensure compliance with all legal and security requirements to ensure the confidentiality of the data of the Cancer Registry of Puerto Rico and of the other Cancer Prevention and Control Programs in Puerto Rico.
12. The Center will create a system to raise supplementary funds to Cancer Prevention and Control Programs such as donations, allocations of research funds that use data or resources from the Registry, and others.

B. DEPARTMENT OF HEALTH:

Memorandum of Understanding between the Comprehensive Cancer Center of the University of Puerto Rico and the Puerto Rico Department of Health

1. Will appoint the Comprehensive Cancer Center of the University of Puerto Rico as a *bona fide* agent for the purposes of Cancer Prevention and Control Programs in Puerto Rico.
2. Will provide the Center with the information and health data necessary for the proper functioning of the registry and other Cancer Prevention and Control Programs, such as mortality data, vital statistics, Puerto Rico's Behavioral Risk Factors Surveillance System (PR - BRFSS), data from health service providers, among others, and for the preparation of proposals, priority setting, program implementation and evaluation of results of these initiatives.
3. Will be a permanent part of the Advisory Committee of the Registry through the Health Secretary or an official designated by him.
4. Will facilitate communication with the divisions and programs of the Department and with other entities that generate and manage health vital statistics databases and of health professionals, with institutions or entities that by law have to report to the Registry, and with entities that generate or manage population data, with that the Registry needs to link in order to comply with national standards.
5. Will establish the public health policy that is recommended in conjunction with the Center and other collaborators to achieve compliance with the objectives of the Cancer Prevention and Control Programs imposed by national standards.
6. Will facilitate the registration of cancer and participation in Cancer Prevention and Control Programs throughout Puerto Rico and compliance with the laws that govern such practice.

C. BOTH PARTS:

1. Both parties will consider each other as collaborators (... partners ") in these initiatives.
2. At least twice in each year of the projects they will carry out a review and update of the planned activities in agreement with the signing entities.

V. GENERAL TERMS AND CONDITIONS

- A. The Parties shall act in a reasonable and non-arbitrary manner in relation to the matters covered by this Memorandum.
- B. Each Party shall be individually liable for that judicial or extrajudicial claim and for providing compensation for or mental or moral anguish damages that may occur, or alleged occur, any natural or **juristic** person to which the damages claim to have occurred by actions, omissions or negligent actions, of carelessness or fault their own contractors, agents or employees, when such damages had occurred totally or partially during the activities and / or cooperative efforts under this Memorandum, exempting relieving and exonerating the other party of all responsibility in such eventuality.
- C. This Memorandum may be modified if the parties request it, by mutual agreement and in writing. The request for modification shall be submitted to the person designated by the other party, as applicable.
- D. This Memorandum prevails over prior agreements between the parties, written or verbal, that are inconsistent with the terms and conditions contained herein. Provided that nothing in this memorandum limits the ability of the parties to sign new agreements or amendments to this

Memorandum of Understanding between the Comprehensive Cancer Center of the University of Puerto Rico and the Puerto Rico Department of Health

memo. In any case, no amendment to this memorandum or new agreement will take effect unless specifically stated in a written agreement signed by the parties.

VI. PROVISIONS ON NON-DISCRIMINATION

The Parties state that there will be no discrimination based on sex, race, color, birth, social origin or condition, physical or mental impairment, political or religious beliefs, or veteran status in any conduct made under the terms of this memorandum.

VII. DOCUMENT PRESERVATION

The Parties undertake to keep the reports and other documents related to the services object of this memorandum, so that they can be examined or copied by the Office of external auditors hired by the Comprehensive Cancer Center of the University of Puerto Rico or by the Office of the Comptroller of Puerto Rico, in his interventions to the Cancer Center of the University of Puerto Rico. The audits will be carried out on reasonable dates during the course of the services or after them, according to the generally recognized audit practices. Said documents shall be kept for a period of not less than six (6) years or until an investigation is carried out by the Office of the Comptroller of Puerto Rico, whichever occurs first.

VIII. VALIDITY

This memorandum will be effective upon signature by the parties.

IX. ACCEPTANCE

Having read this instrument, knowing the parts of the content and scope of each of its clauses and indicating that there is no intent at its conclusion, bad intentions or any other reason that vovs your consent, sign it in confidence.

In San Juan, Puerto Rico, today: *[date in original copy]* of 2012.

*[signature image in original copy]*

*[signature image in original copy]*

President  
Board of Directors  
Comprehensive Cancer Center of  
the University of Puerto Rico

Secretary  
Department of Health



# State of Louisiana

## Louisiana Department of Health Office of the Secretary

January 9, 2017

Donna L. Williams, DrPH  
Principal Investigator  
Associate Dean for Public Health Practice  
LSUHSC School of Public Health  
2020 Gravier St., 3<sup>rd</sup> Floor  
New Orleans, LA 70112

Dear Dr. Williams:

The Louisiana State University Health Sciences Center School of Public Health (LSUHSC-SOPH) has been operating as the bona fide agent for the Louisiana Department of Health Office of Public Health for all components of the National Cancer Prevention and Control Programs (NCPCP) for the period from June 30, 2007 through June 29, 2017. These programs include overall program management for Louisiana's programs of the National Breast and Cervical Cancer Early Detection Program, the National Comprehensive Cancer Control Program, and the National Program of Cancer Registries. State law designates that LSUHSC-SOPH operate the Louisiana Tumor Registry, therefore no further action is needed for the National Program of Cancer Registries.

You and your team have planned and developed statewide strategies to reduce the burden of cancer, to provide overall state coordination of cancer prevention and control activities among partners, to lead and direct communities, to direct and oversee interventions within overarching state policies, and to monitor critical aspects of cancer. We have generally been pleased with the work of your team and continue to support your designation as the bona fide agent for the NCPCP and all components therein for the period from June 30, 2017 through June 29, 2023 under CDC-RFA-DP17-1701.

Our expectation is that we continue our open relationship and collaborations to find the right solutions for our residents. We look forward to continuing our work together to reduce the burden of cancer in Louisiana.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rebekah Gee".

Rebekah Gee, MD, MPH  
Secretary  
Louisiana Department of Health