



## **University of Guam**

# **Guam Cancer Trust Fund Rules and Regulations**

Authority: Public Law 30-80, codified in Title 11, Chapter 26, Guam Code Annotated, as amended.

## **.01 Purpose and Scope.**

This chapter:

- A. Defines the Guam Cancer Trust Fund;
- B. Describes how contributions may be made to the Guam Cancer Trust Fund;
- C. Sets forth the responsibilities of the University of Guam with respect to the Guam Cancer Trust Fund;
- D. Identifies eligible applicants; and
- E. Outlines the application, review and approval process for the Guam Cancer Trust Fund.

## **.02 Definitions.**

In this chapter, the following terms have the meanings indicated.

Applicant - means any organization applying for monies under these rules and regulations.

Cancer screening – means tests that detect precancerous lesions; activities that detect and diagnose cancer in its early stages, when the chance of treatment and control are the greatest; includes interventions such as screenings for breast cancer, cervical cancer, colorectal cancer, and prostate cancer.

Cancer support services – means services that may be required to access treatment, including but not limited to: off-island transportation and temporary housing during active cancer treatment; local transportation to and from cancer treatment centers/clinics; consumable supplies for cancer care; provision of special dietary needs of food assistance during active treatment; and medications required for symptom control.

Charitable organization – means a non-profit entity on Guam organized for charitable purposes, such as for religious, charitable, scientific, testing for public safety, literary or educational purposes, and is eligible for or holds tax exempt status under Guam or federal law.

Diagnosis - means a histopathologic finding of cancer in a: (a) biopsy; or (b) surgical specimen.

Governmental Entity - means any Guam or local governmental body or agency and any entity publicly funded, appointed or otherwise organized by federal, Guam or local government for governmental purposes.

Grant or Award - means money provided to eligible entities with no repayment due if the grantee or awardee is in substantial compliance with all terms of the grant.

Grantee – means an entity or organization awarded monies under the Guam Cancer Trust Fund.

Guam Cancer Trust Fund (GCTF) – means the fund created by P.L. 30-80 which shall be used to provide financial assistance to non-profit and charitable organizations that provide patient directed services for the prevention of cancers, its treatment, diagnosis, and other services that may be required to access treatment.

Guam Cancer Trust Fund Council (GCTFC) - means the Council defined under these regulations with authority to recommend to the President for approval of the allocation of funds, revise these regulations, and define criteria for awards.

Non-Profit and Charitable Organization – means any number of persons associated together on Guam for any lawful purpose other than pecuniary profit, no part of the income of which is distributable to its members, directors or officers. It may be incorporated under Guam law or may be eligible for or hold tax exempt status under Guam or federal law. Excluded from this definition are labor unions and cooperative associations.

President – means the President of the University of Guam.

Prevention – means activities to prevent or reduce the development of cancer.

Treatment - means the medical management and care of a patient that is provided for:

(a) Obtaining a cancer diagnosis, determining the full extent of the cancer spread, or treating the cancer including:

- (i) Surgery;
- ii) Chemotherapy;
- (iii) Radiation therapy;
- (iv) Hormonal therapy;
- (v) Biopsy;
- (vi) Imaging procedures;
- (vii) Laboratory testing;
- (viii) Home health services; and
- (ix) Medical supplies or medical equipment

(b) Treating medical complications resulting from cancer screening or treatment;

(c) Treating other co-morbid conditions in order to treat cancer; or

(d) Providing palliative or end-of-life care.

University - means the University of Guam, Mangilao, Guam, who has the responsibility to promulgate these rules and regulations pursuant to Title 5 GCA, Chapter 9 regarding the administration of the Guam Cancer Trust Fund, as well as the application, distribution, review and investigation of such funds.

**.03 Guam Cancer Trust Fund.**

A. The GCTF is a special fund created by Public Law 30-80, codified at Title 11, Chapter 26, Guam Code Annotated, as amended, for the purpose of providing financial assistance to organizations that provide patient directed services for the prevention of cancers, its treatment, diagnosis and other services that may be required to access treatment. Income is generated from:

- (1) Fifteen percent (15%) of Guam tobacco tax revenues and any subsequent gains;
- (2) Any other donations to the GCTF as stated in Section .04.

B. Pursuant to P.L. 30-80, funds shall be transferred quarterly to the University as the administrator of the Guam Cancer Trust Fund. Such funds shall be held in an account at a Guam financial institution separate and apart from all other accounts and funds of the Government of Guam and shall not be subject to the transfer authority of *I Maga'lahen Guåhan*.

C. The University may only expend funds:

- (1) In accordance with P.L. 30-80, up to seventy-five percent (75%) of the fund's balance each fiscal year to non-profit and charitable organizations that provide cancer screenings, treatment, and support services.
- (2) From a portion of the fund's balance for the administration of the GCTF, as recommended by the GCTFC and as approved annually by the President. Absent extraordinary circumstances, the amount will be less than ten percent (10%) of the fund's balance.

D. The University may only make awards under the GCTF for cancer:

- (1) Prevention (includes screenings);
- (2) Diagnosis;
- (3) Treatment; or
- (4) Other services that may be required to access treatment.

E. Money expended from the GCTF is supplemental to, and is not intended to take the place of, funding that would otherwise be appropriated to the University for cancer research, prevention and treatment.

**.04 Contributions to the Guam Cancer Trust Fund.**

The GCTF may receive additional appropriations, contributions, endowments, or gifts in cash or otherwise from any source, including the Territory of Guam, corporations or other businesses, individuals, and interested parties.

**.05 Responsibilities of the University**

The University:

- A. Shall administer the GCTF;
- B. May not allocate more than seventy-five percent (75%) of the proceeds of the GCTF's balance each fiscal year;
- C. Shall announce the availability of the awards in each fiscal year on or before April 1.
- D. Shall approve the budget for the administration of the GCTF (less than ten percent (10%)) of funds yearly, provided detailed expenditure reports are kept and maintained by the University.

**.06 Award Eligibility.**

A. The University shall make awards to non-profit and charitable organizations that provide patient directed series for cancer screenings, treatment and support services, which may include but are not limited to the following:

- (1) Clinics;
- (2) Hospitals;
- (3) Laboratories;
- (4) Educational institutions;
- (5) Local health departments; and
- (6) Other non-profit and charitable organizations with expertise in cancer screening, prevention, treatment or support services.

B. The University may limit the organizations eligible to receive a grant in §A of this regulation based on:

- (1) Availability of funds; and
- (2) The University's ability to account for and monitor the award funding.

C. In order to be eligible to receive an award, an applicant or organization:

- (1) Must be a nonprofit and charitable entity;

- (2) Shall have an office located in Guam; and
- (3) May only propose work that will serve or benefit Guam residents.

**.07 Allowable Uses of the Grant Funds.**

- A. A grantee that is funded by the GCTF may use funds only for cancer programs consistent with the purposes of P.L. 30-80, for the prevention of cancer (includes screenings), diagnosis, treatment, and services that may be required to access treatment, in accordance with the contract between a grantee and the University.
- B. A grantee must use the grant funds solely for authorized expenses. Authorized expenses are determined by the terms of agreement between the grantee and the University.
- C. While these funds may not be budgeted for indirect costs, a grantee may propose up to five percent (5%) of the amount requested in order to administer the funds and comply with reporting requirements.

**.08 Unallowable Uses of Grant Money.**

- A. Grants funds may not be used for purposes other than those for which the grant was awarded, as detailed in the grant agreement.
- B. A grantee may not use grant money from the GCTF to pay for:
  - a. Major medical equipment purchases;
  - b. Facility purchase, construction, remodeling or renovations;
  - c. Capital expenditures which are not within the scope of the approved proposal; or
  - d. Cancer prevention screening, diagnosis, or cancer treatment that would be provided by an individual's existing health insurance, including but not limited to:
    - (1) Medical Assistance;
    - (2) Medicare;
    - (3) Government-provided assistance such as but not limited to Medicaid or Medically Indigent Program;
    - (4) Private health insurance; or
    - (5) Supplemental insurance such as but not limited to AFLAC.

**.09 Application Process for GCTF Grants.**

An applicant for a GCTF grant shall:

A. Submit a completed application to the University of Guam, Mangilao, Guam, Attn: Guam Cancer Trust Fund Council, and shall include the following:

- a. A letter requesting consideration for funding with a concise project description consisting of: a statement of the purpose of the project; the health benefit(s) and why it is eligible for funding under this program; and any other information pertinent to the project;
- b. A project schedule and budget;
- c. What institutions and other persons will be involved in the provision of services;
- d. Any other supporting materials.

B. Applications will be accepted quarterly, to the extent that funding is available, in accordance with a schedule published annually on or before April 1.

C. Applications shall be subject to review by the GCTFC and any other health-related entities, as the University may determine to be appropriate.

D. Provide any other information that may be required by the University to evaluate the application.

## **.10 Selection Criteria**

### **A. Eligibility Review**

a. The University shall convene an evaluation committee known as the Guam Cancer Trust Fund Council (GCTFC) consisting of at least three (3) members appointed by the President or shall contract with one or more external consultants with appropriate expertise to review the applications that are submitted for funding under the GCTF and recommend funding.

b. The GCTFC or external consultant(s) will review each application to evaluate the project and make an eligibility determination as well as to ensure the completeness of the application.

c. In order to satisfy the eligibility determination, the following criteria will be considered:

- The project must address an area that supports cancer screening, prevention, diagnosis, treatment, and support services;
- The project must provide a research-based and reliable means of (evidence based or proven best practices) addressing/mitigating/preventing the identified cancer

issue; and

- The project should be culturally appropriate, to the extent possible.

c. If the above criteria are satisfied, then the project will be ranked and rated based upon:

- The severity and magnitude of the problem;
- The value of the proposed project to cancer prevention, diagnosis, treatment, and services that may be required to access treatment;
- The beneficial impact to the people of Guam; and
- The feasibility of the project.
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## **.11 Grant Application Review and Approval.**

A. Each fiscal year the University shall determine:

- (1) The amount of money available for awards under the GCTF;
- (2) The maximum award amount for each type of application (i.e., screening, diagnosis, treatment, support services).

B. The GCTFC or external consultant(s) shall review grant applications based on:

- (a) The need for the proposed activity;
- (b) The previously documented effectiveness of the treatment or service;
- (c) The degree to which the proposed activities will achieve the goals and objectives set forth in the plan;
- (d) The degree to which a grant application addresses eliminating documented cancer for racial and ethnic minorities;
- (e) The experience of the applicant in such activities;
- (f) Whether the activities are recommended in the Guam Comprehensive Cancer Control Plan or supported by the Guam Cancer Control Coalition;
- (g) The lack of other resources or funding for the proposal;
- (h) The amount of funding requested;
- (i) The feasibility of the timeline in delivering the goals and objectives of the plan; and
- (j) The extent to which medical guidelines for screening and diagnosis are being followed.

E. After reviewing each grant application, the GCTFC or external consultant(s) shall make a recommendation to the University about whether to approve the application and amount of funding.

F. The University shall review each cancer treatment application based on:



- (1) Completeness;
- (2) Availability of funds; and
- (3) Whether the application meets the relevant application process requirements set forth in these regulations; and
- (4) The track record of the organization in providing such services.

G. The GCTFC or external consultant(s) shall recommend an application to the President of the University for approval based upon:

- (1) The GCTFC's or external consultant(s) recommendations for the cancer award;
- (2) The availability of funds.

H. The President shall:

- (1) Consider the award recommendations of the GTFC or external consultant(s), and
- (2) Make the final determination on which applications to approve.

I. Applicants will be notified of the results within 90 days of the receipt of applications that meet all requirements.

- a. Successful applicants will receive a grant specifying the amount, duration and conditions of the award. The offer will be in the form of a binding contract.
- b. Recipients will be required to sign, accept and return the offer to the University within fifteen (15) days. Failure to execute the agreement within the fifteen (15) days may result in the cancellation of the grant award. The President may award these monies to the next highest rated project.
- c. Recipients will have 45 (forty-five) days from the date of the acceptance of the grant offer to submit contract documents including complete plans and specifications, to the appropriate reviewing entities.
- d. An award period expires one (1) year from the date of award of the grant.

## **.12 Payments, Terms and Conditions of Awards, and Terminations.**

A. Award Payments.

- (1) The University may award a percentage of the award (up to 20%) in start up costs, as agreed to in the terms of the award agreement.

(2) Payments will only be provided on a reimbursement basis. Grantees shall submit monthly invoices for reimbursed expenses to the GCTF.

(3) If a financial or progress report required in §B or C of this regulation is overdue, the University may withhold any payment or disbursement of funds until the report is submitted.

(4) A grantee is required to collect performance data and report the performance accomplished with GCTF funding. A report indicating the number of people directly serviced by the grant award and a report indicating the provided services must be submitted with the reimbursement request.

## B. Financial Reports and Records.

(1) A grantee shall:

(a) Establish a separate account to track expenditures under the award;

(b) Maintain accurate records, including documentation of each transaction pertaining to the award; and

(c) Submit to the University regular invoices for payment and an annual financial expenditure report containing the signature of the financial officer of the entity affiliated with the award.

(2) The University may audit the accounts referenced in §B(1) of this regulation at any time.

(3) A grantee shall submit to the University within 90 days after the date the award ends:

(a) A final financial expenditure report; and

(b) A final report on activities funded under the grant; and

(c) A copy of any publications, brochures or educational materials produced by the award.

(4) A grantee shall retain all records pertaining to an award for 3 years from the date the final financial expenditure report is submitted under §B(3) of this regulation.

(5) In the case of an audit or litigation, the University may extend the time period under §B(3) or (4) of this regulation until the completion of the audit or litigation.

## C. Progress Reports.

A grantee shall submit to the University three copies of:

- (a) An interim report describing the progress of the award, due six (6) months after the award is accepted;
- (b) A comprehensive final report, due not later than ninety (90) days after the date the award period ends, that provides a summary of all of the activity conducted under the award.

#### D. Ownership of Equipment.

Equipment, supplies or materials purchased with grant award funds and not used during the grant period must be reported to the GCTF in the final report. These items will be dispersed according to the terms of the grant award.

A grantee under a GCTF award:

- (1) Shall ensure that equipment purchased under an award is used for the sole purpose of the award;
- (2) Shall keep an inventory of all equipment purchased; and
- (3) May not transfer the equipment to another entity without the written permission of the University.

#### E. Termination.

(1) The University may terminate an award:

- (a) If a grantee fails to comply with:
  - (i) The requirements of these regulations; or
  - (ii) Guam or federal laws applicable to the performance of the award;
- (b) If a grantee fails to carry out the purposes for which the award was awarded; e.g., the grantee has defaulted or has not substantially performed under the agreement;
- (c) In compliance with a court order;
- (d) At the request of the grantee, upon recommendation of the GCTFC and approval by the President; and
- (e) If funds allocated to the grant are reduced, depleted or unavailable from the government during the award period, and the University is unable to obtain additional funding for such purposes.

(2) The University is not responsible for any expenses incurred by a grantee after cancellation or termination of an award; and

(3) A grantee who is terminated will be notified in writing by the University.

**.13 Confidentiality of Records.**

- (a) Patients' medical records are confidential and copies may be released only upon the written consent of the patient involved or by written court order. Any report of a patient made pursuant to these rules and regulations shall not be divulged nor made public in any way that might tend to disclose the identity of the person to whom it relates. However, patient-identifying information may be exchanged among cancer control entities as authorized by law and upon receipt by the GCTF of satisfactory assurances by those entities of the preservation of the confidentiality of such information.
- (b) No individual or organization providing information to the GCTF in accordance with these rules and regulation shall be deemed to be, or held liable for, divulging confidential information.

**.14 General Terms and Provisions.**

**A. Compliance with Existing Laws.**

A grantee shall ensure that an activity conducted in the performance of the award is in compliance with all Guam and federal laws.

**B. Liability.**

The University is not liable for any claims, losses, liabilities, expenses, or damages arising from any actions of a grantee or its employees under a award under these regulations.

**C. Liberal Application**

The terms and provisions of these rules and regulations shall be liberally construed to allow the University to effectuate the purposes of Guam law, goals, and policies.

**D. Severability**

If any provision of these rules and regulations or the application thereof is held invalid by a court of competent jurisdiction, the remainder of the rules and regulations shall not be affected thereby. The invalidity of any section or sections or parts of any section or sections shall not affect the validity of the remainder of these rules and regulations.

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