

**MEMORANDUM OF AGREEMENT
BETWEEN
UNIVERSITY OF GUAM CENTER FOR EXCELLENCE IN DEVELOPMENTAL
DISABILITIES EDUCATION, RESEARCH, AND SERVICE, GUAM EARLY
HEARING DETECTION AND INTERVENTION PROJECT
AND
GUAM REGIONAL MEDICAL CITY**

THIS AGREEMENT is made and entered into by and between the Guam Regional Medical City (hereinafter referred to as GRMC) and University of Guam Center for Excellence in Developmental Disabilities Education, Research, & Service (hereinafter referred to as UOG CEDDERS) for the promotion and operation of the Guam Early Hearing Detection and Intervention (hereinafter referred to as Guam EHDI) project to ensure that all infants born at GRMC receive hearing screening for possible hearing loss prior to discharge as specified by Guam Public Law 27-150 the Universal Newborn Hearing Screening and Intervention Act of 2004.

WHEREAS, GRMC is a healthcare facility and required by law to establish a universal newborn hearing screening program; and

WHEREAS, GRMC is required to provide a hearing screening test for all infants born at GRMC for identification of hearing loss, regardless of whether or not the newborn infant has known risk factors suggesting hearing loss; and

WHEREAS, GRMC has developed screening protocols and selected hearing methods designed to detect newborns with significant hearing loss; and

WHEREAS, GRMC provides training and monitors performance of individuals responsible for performing hearing screening tests; and

WHEREAS, GRMC collects and maintains the recommended Center for Disease Control and Prevention data fields in their database system and transmits data to Guam ChildLink- EHDI, the web-based tracking, surveillance, and integration database monitoring system for the Guam EHDI project, for all infants born at the facility; and

WHEREAS, GRMC informs parents of newborn infants and primary care physicians of the results of the hearing screening tests; and

WHEREAS, UOG CEDDERS Guam EHDI, Project Fitme is the recipient of funding under the U.S. Department of Health and Human Services (DHH), Health Resources and Services Administration (HRSA), CDFA 93.251, to support the development of a statewide program and system of care that ensures that deaf or hard of hearing children are identified through newborn and infant hearing screening and receive evaluation, diagnosis, and appropriate intervention that optimize their language, literacy, and social emotional development; and

WHEREAS, UOG CEDDERS is the recipient of the U.S. DHH, Center for Disease Control (CDC) and Prevention, EHDI Tracking and Surveillance and Integration Cooperative Agreement, Grant NO. 1NUR3DD000093-01-00,

WHEREAS, University of Guam is committed to the research-based education of teachers, nurses, social workers, and other professionals working with young children and their families: and

WHEREAS, UOG CEDDERS facilitates the data tracking, surveillance, and reporting system for the Guam EHDI project; and

WHEREAS, UOG CEDDERS facilitates the electronic linkage between the GRMC and the Guam EHDI tracking, surveillance, and integration data base monitoring system; and

WHEREAS, UOG CEDDERS facilitates collaboration with GRMC to implement the Universal Newborn Hearing Screening program; and

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WHEREAS, GRMC and UOG CEDDERS have collaboratively provided resources and guidance for the establishment and the continued operations of Guam EHDI project since 2015; and

WHEREAS, IT IS IN THE MUTUAL INTEREST of GRMC and UOG CEDDERS to provide support necessary to fully implement an integrated, sustained, and collaborative effort to fully achieve the goals and objectives of the U.S. Department of Health and Human Services, Health Resources and Services Administration, Maternal Child Health Bureau Integrated Services Branch, Division of Services for Children with Special Needs, Grant Award No. 2H61MC24883-06-00 and U.S. Department of Health and Human Services, Center for Disease Control and Prevention, Early Hearing Detection and Intervention (EHDI) Tracking and Surveillance and Integration Cooperative Agreement, Grant No. 1NUR3DD000093-01-00 beyond the grant periods;

NOW THEREFORE, inconsideration of the following and foregoing conditions GRMC and UOG CEDDERS agree to promote the continuation of the Guam EHDI project through the following:

THE GRMC AGREES TO:

1. Collaborate in implementing the data tracking and surveillance system to include the transmission, through electronic linkage, of the following data fields to the Guam EHDI Tracking Surveillance and Integration System:

IDENTIFICATION OF CASE

- a. Newborn infant's first, middle initial, last name
- b. Hospital Identification Number
- c. Sex
- d. Date of Birth
- e. Child Ethnicity
- f. Refer to DAE
- g. Status
- h. Stop Contacting, Date
- i. Reason
- j. Have a medical home?
- k. Physician Name
 - 1. Represent a medical home?
- m. Parent permission to access GEIS data
- n. Mother Name
- o. Mother Date of birth
- p. Mother Age
- q. Mother Ethnicity
- r. Mother Education
- s. Mother Language
- t. Phone
- u. Mother's Hospital Identification
- v. Residence Address City, State Zip
- w. Mailing address, City, State, Zip
- x. Insurance Category
- y. Insurance Company
- z. Father Name
 - aa. Father Date of birth
 - bb. Father Age
 - cc. Father Ethnicity
 - dd. Father Education
 - ee. Father Language
 - ff. Phone
 - gg. Father Residence Address City, State Zip
 - hh. Father Mailing address, City, State, Zip
 - ii. Other Insurance Category
 - jj. Other Insurance Company
 - kk. Physical Custodian

- ll. Name
- mm. Relationship
- nn. Phone
- oo. Language Spoken at Home
- pp. Home Phone
- qq. Birth Defect
- rr. Other Birth Defect

HEARING SCREENING

- ss. Admitted to NICU?
- tt. Days in NICU
- uu. Firsts screen before discharge
- vv. If no, why?
- ww. Other reasons
- xx. Gestational Age (weeks)
- yy. Birth weight
- zz. Birth site
- aaa. If other specify
- bbb. Location [of first screen]
- ccc. Screening site
- ddd. Screening date
- eee. Age
- fff. Screener name
- ggg. Other [Other Screener Names]
- hhh. L (Ear) Result
- iii. R (Right) Result
- jjj. Screening/Diagnostic Referral
- kkk. Comments

2. Provide representation in the EHDI Advisory Committee.
3. Participate in the Learning Communities to increase health professionals' engagement within and knowledge of the EHDI system.
4. Implement best practices relating to newborn hearing screening, data collection and reporting, and family engagement.
5. Obtain an Authorization to Release/Request of Information prior to transmitting hearing screening data to ChildLink-EHDI.

UOG CEDDERS AGREES TO:

1. Collaborate with GRMC and provide ongoing training on the importance of infant hearing screening, current trends, new technology procedures and intervention strategies.
2. Collect data, monitor, and track all infants born on Guam to ensure access to the Guam EHDI project.
3. Insure data collected electronically will be encrypted and electronic firewalls are in place to protect data access with the assurance that both Health Insurance Portability & Accountability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) regulations for data security are in place.
4. Report quarterly the status of the goals and objectives of the Guam EHDI grant(s) to the Guam EHDI Advisory Committee.
5. Provide an annual report to GRMC on the status of the Guam EHDI Project.


IT IS MUTUALLY AGREED:

1. To cooperate and coordinate with each other on data collection.

2. Any representative sent by the UOG CEDDERS to perform duties in accordance with this understanding is not an employee of GRMC. Each party agrees to indemnify, defend, and hold harmless the other party from any claim, injury, damage, liability, or loss including attorney's fees arising out of, related to or resulting from the alleged or actual acts, fault or omissions of the indemnifying party, or any of its agents or employees, or their performance of or failure to perform services in connection with this understanding.
3. That the terms of this Agreement may be revised or amended by mutual agreement as conditions or circumstances warrant.
4. That this agreement may be terminated or reviewed within 60 days and with written notice to all participating agencies. This agreement will be reviewed triennially from the date of implementation of this MOA.
5. That this MOA shall be effective immediately upon the completion of the signatures of all parties and shall remain in effect until terminated or modified consistent with the provisions contained herein.
6. That should any party have a dispute relative to enforcement, compliance, or execution of any of the agreements enumerated in this document, the parties shall attempt to amicably mediate a resolution.

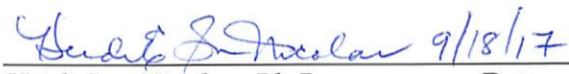
IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates indicated by their respective names.

FOR GUAM MEDICAL REGIONAL CITY



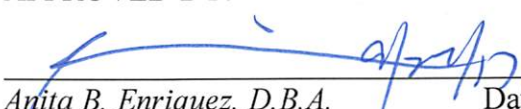
 Margaret Benzor Date
 Chief Executive Officer, GRMC

FOR THE UNIVERSITY OF GUAM




 Heidi San Nicolas, Ph.D. Date
 Director, Guam CEDDERS

APPROVED BY: "



 Anita B. Enriquez, D.B.A. Date
 Senior Vice President
 Academic & Student Affairs



 Victorina Renacia, J.D. Date
 Legal Counsel