

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS.

This Memorandum of Agreement made and executed by and between the DEPARTMENT OF HEALTH — NATIONAL VOLUNTARY BLOOD SERVICES PROGRAM - PHILIPPINE BLOOD CENTER (DOH - NVBSP - PBC) with address at PBC Building, Lung Center Compound, Quezon Avenue, Quezon City represented by PEDRITO Y. TAGAYUNA, MD, FPSP Head of Philippine Blood Center, and herein referred to as the FIRST PARTY,

-AND-

SAN LAZARO HOSPITAL, a government hospital, under the Department of Health, with principal address at Quiricada St., Sta. Cruz, Manila, hereinafter referred to as the "SLH" and represented in this act by EDMUNDO B. LOPEZ, MD, MPH, MHA in his capacity as Medical Center Chief II.

WITNESSETH:

WHEREAS, pursuant to RA 7719, otherwise known as the National Blood Services Act of 1994, or "An Act Promoting Voluntary Blood Donation Providing for an Adequate Supply of Safe Blood, Regulating Blood Banks and Providing Penalties for Violation thereof", it is hereby declared policy of the state to provide for adequate, safe, affordable and equitable distribution of supply of blood and blood products:

WHEREAS, RA 7719 also provides:

1. to promote and encourage voluntary blood donation by the citizenry and to instill public consciousness of the principle that blood donation is a humanitarian act;
2. to inform the public of the need for voluntary blood donation to curb the hazards caused by the commercial sale of blood;
3. to lay down the legal principle that the provision of blood for transfusion is a professional medical service and not for sale of a commodity;
4. to mandate the Department of Health to establish and organize a National Blood Transfusion Service Network in order to rationalize and improve the provision of adequate and safe supply of blood;
5. to provide for adequate assistance to institutions promoting voluntary blood donation and providing non-profit blood services, either through a system of reimbursement for costs from patients, or donations from governmental and non-governmental entities;

WHEREAS, pursuant to the revised Implementing Rules and Regulations of RA 7719 by Administrative Order No. 2005-0002 amending Administrative Order No. 9 s. 1995, the National Council of Blood Services shall be the governing body of the Philippine National Blood Services composed collectively by the blood centers of the Department of Health, Philippine Red Cross and selected Local Government Units wherein the functions of the Blood Center is the collection, testing, storage, issuance, transport and distribution of whole blood and blood components to blood service facilities and end-user hospitals under its network.

WHEREAS, the goals of the strategic plan for 2016 – 2022 of the National Voluntary Blood Services Program is to:

- Attainment of 100% voluntary non-remunerated blood donation nationwide by 2020;

ANGELI JOYCE I. FIGURACION, CPA
Accountant IV

EDMUNDO B. LOPEZ, MD, MPH, MHA
Medical Center Chief II

MARIA ROSARIO S. VEAGEIRE, MD, MPH, CESO IV
Assistant to the Secretary of Health

JOSE BENITO R. VILLARAMA, MD, MPH, CSEE
Chief Medical Professional Staff II

PEDRITO Y. TAGAYUNA, MD, FPSP
Head
Philippine Blood Center



II. DUTIES AND RESPONSIBILITIES OF THE FIRST PARTY.

1. Distribute blood and blood components needed by the SECOND PARTY for a term beginning upon the signing of this Agreement and ending ONE (1) year thereafter, unless extended for another period of one year by mutual consent of the parties or unless sooner terminated by either party after giving written notice at least ONE (1) MONTH in advance.
2. Distribute to the SECOND PARTY twice a week a supply of blood products according to the quantity ordered each week / month based on the Blood Stock Inventory Management (Annex A) attached with the MOA without prejudice to the need for blood supplies of DOH-retained and specialty hospitals and based on blood supply availability of the FIRST PARTY;
3. Submit a monthly statement of account for the total amount of blood and blood components supplied to the SECOND PARTY on or before every 5th day of the month;
4. Collect the payment for all blood and blood components from the SECOND PARTY on a monthly basis or within fifteen days of the succeeding month following the schedule according to AO No. 0045 s. 2015, "*New Maximum Allowable Service Fees for Whole Blood and Blood Components in Blood Service Facilities, except for the patients of Kabalikat Partner Agency*", with proper endorsement from the FIRST PARTY's Donor Recruitment Staff;
5. For co-organized Mobile Blood Donations, the FIRST PARTY shall be entitled to 70% of the total number of blood units screened and tested negative/non-reactive for TTIs. On the other hand, the SECOND PARTY shall get 30% of the total blood units collected, free-of-charge and tested negative/non-reactive for TTIs. The SECOND PARTY may avail of the said units within a twelve – month period after the complete serological testing of the blood units.
6. In cases when the allocated share for the SECOND PARTY has been used by another Satellite Blood Service Facility, the FIRST PARTY undertakes to ensure the replacement of the used blood and blood products within three (3) days from the usage thereof;

III. DUTIES AND RESPONSIBILITIES OF THE SECOND PARTY

1. Promote and advocate voluntary blood donation among hospital personnel, patients and their relatives and the community.
2. Send a request to the FIRST PARTY every week for the quantity of blood products needed per blood group;
3. To provide the proper transport of the blood products for the FIRST PARTY;
4. Ensure the rational use of blood through a regular Audit of Utilization (AUI) as conducted by the SECOND PARTY'S Hospital Blood Transfusion Committee (HBTC).
5. Submit weekly census of its blood stock position to the FIRST PARTY.

ANGELI JOYCE I. FIGURACION,
Accountant IV

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Head
Philippine Blood Center



- Institutionalized Blood Center Model;
- An adequate and sustainable financing for National Voluntary Blood Services Program and Operation of BSF;
- A quality management system for the NVBSP and Blood Service Facilities;
- Robust, operational and universally accessible Information Management System;
- Rational use of blood/blood products in all transfusing healthcare facilities;

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Medical Center Chief II

WHEREAS, the distribution and the provision of blood by the FIRST PARTY to the SECOND PARTY is without prejudice to the needs and demands for blood supplies of the other DOH- retained and specialty hospitals, if any;

WHEREAS, the FIRST PARTY is one of the designated Blood Centers in Metro Manila under Philippine National Blood Services duly authorized to collect, process, test and distribute quality blood products to its network of blood service facilities;

WHEREAS, the SECOND PARTY has been licensed by the Department of Health to operate as Hospital Blood Bank and is included in the network of the FIRST PARTY. Thus SECOND PARTY shall hereinafter be included as FIRST PARTY'S Satellite Blood Service Facility.

WHEREAS, allowed blood service fees shall be collected by both parties for cost recovery and sustained operations for the provision of safe blood supply;

NOW THEREFORE for and in consideration of the foregoing premises, the FIRST and SECOND PARTIES hereby agree to undertake the following:

I. DEFINITION OF TERMS:

Blood Processing fee- refers to the amount charged for the serological testing for the detection of specific agents of Transfusion-Transmissible Infections (TTIs), which were done on a blood unit

Kabalikat Partner Agency – recruited agency or group of people who recruit volunteer blood donors and organize mobile blood donation activity to support the program of National Voluntary Blood Services Program of the Department of Health

Satellite Blood Service Facility - a blood service facility that recruits volunteer blood donors and organize mobile blood donation activity *in partnership with* the Philippine Blood Center and can avail of the 30% of the total blood units collected as needed within a twelve-month period

Satellite- for this purpose, refers to the role of Blood Service Facility as part of the blood services network with the Philippine Blood Center, the latter being its lead center or mother unit

Transfusion Transmissible Infections (TTIs)- these refer to Hepatitis B, HIV 1 and 2, Hepatitis C and Malaria infections that can be transmitted through transfusion of blood and blood products


MARIA ROSARIO S. VERGEIRE, MD, MPH, CESO IV
Assistant to the Secretary of Health

JOSE BENITO R. VILLARAMA, MD, MPH, CSEE
Chief Medical Professional Staff II

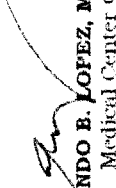
ITO T. TAGAYUNA, MD, FPSP
Head
Philippine Blood Center


PEDRITO N. TAGAYUNA, MD, FPSP
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Assistant to the Secretary of Health
(dt)


ANGELI JOYCE I. FIGURACION, CFA
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Chief Medical Professional Staff II


EDMUNDO B. LOPEZ, MD, MPH, MHA
Medical Center Chief II

6. Upon receipt of the monthly Statement of Account, the SECOND PARTY shall remit the payment of blood processing fees to the FIRST PARTY within fifteen (15) days after the receipt of the monthly Statement of Account.
7. In the event the SECOND PARTY fails to fulfill their obligation to pay the FIRST PARTY within **SIXTY DAYS (60)** from the receipt of statement of account or upon reaching the accumulated unpaid balance of **ONE HUNDRED FIFTY THOUSAND PESOS (P150,000.00)** whichever comes first, the SECOND PARTY shall acquire blood products from the FIRST PARTY on a **CASH BASIS ONLY**, without prejudice to the payment of the unpaid balance within 60 days. The value would be based on DOH Standard for Blood Processing Fees, as payment for the TTIs screening tests performed on the blood units. Any change in the amount is subject to prior notice to the SECOND PARTY by the FIRST PARTY.
8. Deliberate failure to pay within the prescribed period shall be a ground for the FIRST PARTY to terminate this agreement upon written notice to the SECOND PARTY.

IV. CONFIDENTIALITY CLAUSE

BOTH PARTIES shall neither at any time communicate to any person or entity any confidential information acquired in the course of the service, nor shall BOTH PARTIES make public the recommendations formulated in the course of, or as a result of, the services. "Confidential Information" means any information or knowledge acquired by BOTH PARTIES arising out of, in connection with, the performance of the services under this Contract that is not otherwise available to the public. BOTH PARTIES shall not use any information, which is disclosed, or otherwise comes into its possession, under or in relation to this contract agreement, and which is identified as confidential in nature by law, specifically Republic Act No. 10173 otherwise known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations.

V. SEVERABILITY CLAUSE

If any part, term, or provision of this Agreement is held to be invalid, the remainder of this Agreement shall remain in effect.

VI. AMENDMENT

This Agreement may be modified or amended, if the amendment is made in writing and signed by both parties.

VII. EFFECTIVITY

This agreement shall be effective for a period of one (1) year and may be renewed upon written notice at least thirty (30) days prior to the expiration of this agreement.



This agreement shall take effect on MAY 29 2019 and upon signing of both parties.

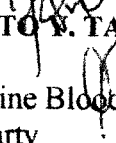
VIII. MISCELLANEOUS PROVISION


Both parties attest that they have fully read and understood the terms, contents and consequences of this Memorandum of Agreement which shall be in full force and effect upon the signing hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 29 day of MAY 2019.

DEPARTMENT OF HEALTH
PHILIPPINE BLOOD CENTER


SAN LAZARO HOSPITAL


PEDRITO Y. TAGAYUNA, MD, FPSP
Head
Philippine Blood Center
First Party


EDMUNDO B. LOPEZ, MD, MPH, MHA
Medical Center Chief II
San Lazaro Hospital
Second Party

Signed in the presence of:


MARIA ROSARIO S. VERGEIRE, MD, MPH, CESO IV
Assistant to the Secretary of Health, DOH


ANGEL JOYCE I. FIGURACION, CPA
ACCOUNTANT IV


JOSE BENITO R. VILLARAMA, MD, MPH, CSEE
Chief Medical Professional Staff II, SLH


ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

BEFORE ME this MAY 29 2019 day of MAY, 2019 in the City of MANILA Philippines personally appeared **PEDRITO Y. TAGAYUNA, MD, FPSP**, with Community Tax Certificate No. _____ issued at _____ on _____, and **EDMUNDO B. LOPEZ, MD, MPH, MHA** with Community Tax Certificate No. _____ issued at _____ on _____, who are known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the place and date above written.

Doc. No. 255
Page No. 10
Book No. XV
Series of 2019


ATTY. HENRY D. ADASA
OF RO. OF THE PHILIPPINE BAR
PUPUN, SIKAT - BULACAN, BC

