

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is 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**, Officer-in-Charge, **PHILIPPINE BLOOD CENTER**, and herein referred to as the **FIRST PARTY**.

-AND-

SAN LAZARO HOSPITAL, a legally incorporated hospital, with address at **QUIRICADA ST, STA. CRUZ, MANILA**, represented by **EDMUNDO B. LOPEZ, MD, MPH, MHA**, Medical Center Chief II, herein referred to as **SECOND PARTY**.

WITNESSETH:

WHEREAS, pursuant to RA 7719, otherwise known as the National Blood Services Act of 1994, "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 are the following:

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


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Philippine Blood Center


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Head, Dept. of Laboratories
San Lazaro Hospital


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Medical Center Chief II
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WHEREAS, the distribution and the provision of blood by the FIRST PARTY to the SECOND PARTY is based on their weekly needs and demands as shown in their current Blood Stock Inventory Management (BSIMAN);

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 at least as a Blood Station and is included in the network of the FIRST PARTY;

WHEREAS, both PARTIES agreed to meet all necessary standards and legislation for the storage, handling and transport of blood and blood products as stipulated in the Manual of Standards for BSFs;

WHEREAS, both PARTIES shall ensure that all blood and blood components are handled, stored, distributed and transported in a manner that prevents damage, limits deterioration and meets required standards;

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

Code	Blood and Blood Products	Blood Service Fees
PRBC	Packed Red Blood Cell Concentrate	Php 1,500.00
PRBC-LR	Leucocyte Reduced Packed Red Blood Cell Concentrate	Php 1,800.00
PRBC-LD	Leucocyte Depleted Packed Red Blood cell Concentrate	Php 1,800.00
PC	Platelet Concentrate	Php 1,000.00
PC-LR	Leucocyte Reduced Platelet Concentrate	Php 1,200.00
PC-LD	Leucocyte Depleted Platelet Concentrate	Php 1,200.00
FFP	Fresh Frozen Plasma	Php 1,000.00
FFP-LR	Leucocyte Reduced Fresh Frozen Plasma	Php 1,200.00
FFP-LD	Leucocyte Depleted Fresh Frozen Plasma	Php 1,200.00
CPPT	Cryoprecipitate	Php 1,000.00
SDP	Single Donor Platelet	Php 13,000.00
SDP-MTPR	Mirasol Treated Pathogen Reduced Single Donor Platelet	Php 18,000.00

WHEREAS, in order to provide uniform process for the distribution of blood and blood products only BSF personnel shall be allowed to deliver and pick-up the blood and blood products;

WHEREAS, to assist in the reduction of wastage of blood and blood products due to expiry, blood service facility shall be allowed to distribute/transfer to other blood service facility within the network regardless of its service capability;

WHEREAS, review timeframe of this MOA is every three (3) years starting 2020;

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

A. 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 THREE (3) 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;

Deliver to the SECOND PARTY supply of blood products

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submitted Blood Stock Inventory Management (Annex A) and depending on the availability of blood supply of the FIRST PARTY;

3. Provide for the proper transport of blood and blood products to the SECOND PARTY;
4. Ensure that the blood units shipped to the SECOND PARTY shall not be more than FOURTEEN (14) days old for red cell products;
5. Submit a monthly statement of account for the total amount of blood and blood components supplied to the SECOND PARTY within FIFTEEN (15) of the succeeding month;
6. Collect payment for all blood and blood components from the SECOND PARTY thirty (30) calendar days after the acceptance of Statement of Account 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;
7. Issue a Certificate of Inclusion (COI) to the SECOND PARTY upon completion of all the requirements as prescribed by the DOH-NVBSP;
8. Conduct monitoring and evaluation of all BSF within the network and submit findings and recommendations to DOH-NVBSP for reference and appropriate action;
9. Conduct meeting and training to resolve issues and standardize the practice within the network;


VALDER P. AYDANTE JR., RMT
Medical Technologist IV
Philippine Blood Center

B. SECOND PARTY

1. Promote and advocate voluntary blood donation among hospital personnel, patients and relatives, and the community;
2. Send a request to the FIRST PARTY each week or every two (2) weeks for the quantity of blood products needed per blood group through the National Blood Bank Networking System (NBBNetS);
3. Provide for a parking slot to the vehicle of the FIRST PARTY during the delivery of blood and blood products, conduct of mobile blood donation drive, and monitoring and evaluation activities;
4. Pick-up the blood units in case of emergency and non-availability of transport vehicle from the FIRST PARTY and provide for the proper transport of the blood products;
5. Ensure proper storage of blood and blood products based on their required temperature requirement and should have an in-placed Equipment Maintenance Program;
6. Ensure proper documentation of all the blood units transferred. Record all the blood units received to the National Blood Bank Networking System (NBBNetS);
7. Ensure the rational use of blood by a regular audit of utilization by the Hospital Blood Transfusion Committee;
8. Conduct mobile blood donation drives at least TWICE a year in partnership with


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prescribed by the National Voluntary Blood Services Program (NVBSP);

10. Remit the payment of blood services fees for the blood and blood component supplied within FIFTEEN (15) days after receipt of the monthly Statement of Account;
11. 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 **THREE HUNDRED FIFTY THOUSAND PESOS (P300,000.00)** 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;
12. Failure to pay within the prescribed period shall be a ground for the FIRST PARTY to pre-terminate and or seek judicial relief or such other appropriate action against the SECOND PARTY, as the case may be;


Any disagreement between the parties shall be **resolved amicably**. In case of dispute, it shall be filed **exclusively** in the proper Court of Manila; and


Finally, the 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 2020.


**DEPARTMENT OF HEALTH -
NATIONAL VOLUNTARY BLOOD
SERVICES PROGRAM -
PHILIPPINE BLOOD CENTER**


SAN LAZARO HOSPITAL


PEDRITO Y. TAGAYUNA, MD, FPSP
Officer in Charge
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:


SALVADOR P. AYDANTE JR., RMT
Medical Technologist IV
Philippine Blood Center
First Party


ELIZABETH FREDA O. TELAN, MD, PhD
Head, Dept. of Laboratories
San Lazaro Hospital
Second Party



ACKNOWLEDGEMENT

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

BEFORE ME this SEP 15 day of 2020, 2020 in the City of Manila, Philippines personally appeared

PEDRITO Y. TAGAYUNA, MD, FPSP

ID NO.: _____

EXPIRATION DATE: _____

EDMUNDO B. LOPEZ, MD, MPH, MHA

ID NO.: _____

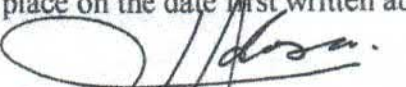
EXPIRATION DATE: _____

Both 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.

This instrument consisting of 5 pages on which the acknowledgement is written has been signed on each and every page thereof by the parties.

WITNESS MY HAND AND SEAL, at the place on the date first written above.

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Series of 2020


ATTY HENRY D. ADASA
NOTARY PUBLIC, UNTIL DEC. 31, 2020
NOTARIAL COMMISSION 2020-162 MIA
IBP NO. 100920 - 01/03/2020, PASIG
PTR NO. 9124087 - 01/03/2020 MLA
ROLL NO. 29679, TIN: 172-528-620
MCLE COMPL. NO. VII-0000165


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