



Republic of the Philippines
Province of Leyte
PROVINCIAL HEALTH OFFICE
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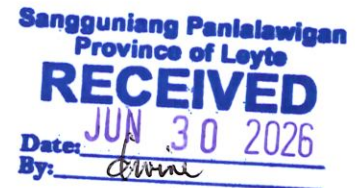


Item No.: 07

Date: 01 2026 JUL

June 30, 2026

HON. LEONARDO M. JAVIER, JR.
Vice Governor / Presiding Officer
Sangguniang Panlalawigan of Leyte
Leyte Provincial Complex
Palo, Leyte



Subject: Request for the Issuance of a Resolution Authorizing the Provincial Governor to Represent the Province of Leyte in the Execution of the Memorandum of Agreement with Eastern Visayas Medical Center re National Voluntary Blood Donation Program

Dear Honorable Vice Governor:

Greetings!

The Eastern Visayas Medical Center (EVMC), as the designated Lead Blood Service Facility for Eastern Visayas under the National Voluntary Blood Services Program, is implementing a Memorandum of Agreement (MOA) with government hospitals within its blood service network. The MOA aims to strengthen the implementation of the National Blood Services Program through the efficient distribution of safe blood and blood products, in accordance with Republic Act No. 7719 (National Blood Services Act of 1994) and pertinent Department of Health issuances.

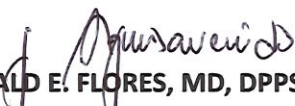
In this regard, we respectfully request the Sangguniang Panlalawigan of Leyte to enact a Resolution authorizing the Provincial Governor of Leyte to represent the Province and to sign the Memorandum of Agreement on behalf of the hospitals under the Provincial Government of Leyte that are covered by the said agreement.

The requested authority will facilitate the timely execution of the MOA and ensure the continued collaboration between EVMC and the provincial hospitals in providing safe, adequate, and quality blood services to the people of Leyte.

We hope for your favorable consideration of this request.

Thank you very much for your continued support to the programs that strengthen our healthcare services.

Very truly yours,


RONALD E. FLORES, MD, DPPS, MMHoA
Provincial Health Officer II

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is entered into this _____ in Tacloban City, Philippines.

By and Between:

EASTERN VISAYAS MEDICAL CENTER ("EVMC"), a Level III DOH Retained hospital with offices located at Brgy 93 Bagacay, Tacloban City, represented in this Agreement by **JOSEPH MICHAEL A. JARO, MD, FPCC**, FPCC Medical Center Chief II hereafter referred to as the EVMC,
And

The _____, a public hospital, Level I, with office address at _____, represented in this agreement by _____, hereafter referred to as Partner.

WITNESSETH THAT:

WHEREAS, the EVMC operates the lead blood service facility for Eastern Visayas.

WHEREAS, Republic Act 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 the policy of the state to provide for adequate, safe, affordable and equitable distribution of blood and blood products.

WHEREAS, RA 7719 also provides the following as among its goals:

1. To promote and encourage voluntary blood donation by the citizenry and to instill public consciousness to 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 the 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 provision of adequate 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 government or non-government entities.

*Memorandum of Agreement
Blood Service Delivery Network
EVMC and _____*

WHEREAS, the revised Implementing Rules and Regulations of RA 7719 taken together with Administrative Order No. 2005-002 and Administrative Order No. 9 s 1995: the National Council of 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 Lead Blood Service Facility is the collection, testing, storage, issuance and distribution of whole blood and blood products to blood service facilities under its network.

WHEREAS, one of the goals of the strategic plan for 2009-2013 is the National Voluntary Blood Services Program is to strengthen a nationally coordinated network of blood service facilities to increase efficiency by centralizing testing and blood component processing in designated Lead Blood Service Facilities and improve blood collection and distribution systems.

WHEREAS, the EVMC is one of the designated lead blood service facilities under the Philippine National Blood Services duly authorized to collect, test, process and distribute quality blood and blood products to its network of blood service facilities.

WHEREAS, the Partner is licensed to operate as a Blood Station by the Department of Health and is included in the network of the EVMC.

WHEREAS, the law allows the collection of blood service fee to recover costs and sustain the operations of blood facilities thereby having a stable supply of safe blood.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

I. TERM OF AGREEMENT

- 1.1 This Agreement shall be valid for one year commencing from the execution of this document and renewable every year at the mutual consent of each party unless sooner terminated by either party after giving due notice of at least one month.

II. OBLIGATIONS OF THE EVMC

- 2.1 To provide blood testing and screening services for the blood products to be given to the Partner.
- 2.2 Collect payment for the provision of blood testing services from the Partner's representative prior to the issuance of the blood using the schedule according to A.O. 003 s, 2026, New Maximum Allowable Service Fees for the provision of blood and blood products.
- 2.3 To spearhead the implementation of the Direct Distribution System (DDS) as mandated also by A.O. 003 s, 2026 through the bulk distribution of blood and blood products to the Partner, the collection of blood screening fees for blood units distributed and the payment of

*Memorandum of Agreement
Blood Service Delivery Network
EVMC and _____*

blood screening fees for blood units requested from the partner through a facility-to-facility transaction.

III. OBLIGATIONS OF THE PARTNER

- 3.1 Promote and advocate voluntary blood donation among hospital personnel, patients, relatives and citizens of the community.
- 3.2 Attend the Zonal Blood Services Network meeting called either by the Provincial, Regional or City Blood Program Coordinator or the lead blood service facility.
- 3.3 Submit on a weekly basis the blood requirements of the hospital to the lead blood service facility or the provincial hub through the use of the Bulk Blood Request Form.
- 3.4 To actively participate in the Direct Distribution System of the Blood Service Network through the active requisitioning and sharing of blood and blood products to the partner
- 3.5 To provide EVMC with blood donors during lean months or when blood stocks are low, who shall voluntarily donate blood to augment the blood requirements of the partner. The payment of blood screening fees shall still be through facility-to-facility transaction.
- 3.6 Subscribe to the National Blood Bank Information System (NBBNetS) of the NVBSP.
- 3.7 Follow the recommended Maximum Blood Services Fees as per Administrative Order No. 2026-003.
- 3.8 Utilize NVBSP standardized forms such as the Blood Request Forms (Adult & Pedia), Transfusion Reaction Form, Cross matching Form.
- 3.9 Submit the Blood Monitoring Report and the Blood Safety Indicator Report to the Regional Blood Program Coordinator.
- 3.10 Ensure rational use of blood through a regular audit on the use of blood and products by the Hospital Blood Transfusion Committee.
- 3.11 Pay the blood service fees to the EVMC prior to conduct of tests and receipt of the issued blood or blood products.
- 3.12 Organize at least 5-6 mass blood donation campaigns per year with at least 30 blood units collected per MBD
- 3.13 Provide for proper transport of blood and blood products to and from the EVMC.

IV. PROVISIONS COMMON TO BOTH PARTIES

- 4.1 The parties agree that the fees for the services shall be those that are appended in Annex "A."

V. OTHER PROVISIONS

- 5.1 The PARTIES represent that they have the requisite power, authority and capacity to enter into this Agreement and to perform their obligations and undertakings according to the terms and conditions hereof.
- 5.2 It is understood that the failure of the PARTIES to demand strict compliance of any or all of the terms and conditions of this Memorandum of Agreement shall not be construed as a waiver and/or estoppels on their parts for the enforcement of their rights in connection herewith.
- 5.3 Nothing in this Agreement shall be construed as establishing the relationship of employer and employee between the PARTIES or any of their respective staff. The PARTIES shall at all times be personally and directly liable for the acts of all its personnel under its employ and shall hold each party free and harmless from any and all claims of liabilities arising from the acts or conduct of its employees.
- 5.4 Nothing in this Agreement should be construed as creating a joint venture, an agency relationship, or a legal partnership between the parties or any of their subsidiary agencies. Never is anything in this MOA intended to be or should be construed as a waiver of the privileges and immunities of any party.
- 5.5 This Agreement may be executed in counterparts, each of which shall be deemed to be original, but all of which taken together, shall constitute one and the same agreement.
- 5.6 This Memorandum of Agreement may be modified or revised by a written request of the Parties citing therein specific clause(s) to be revised or modified and the corresponding amendment(s) thereto.

IN WITNESS WHEREOF, the parties hereunto affix their respective signature this _____ day of _____ in Tacloban City.

EASTERN VISAYAS MEDICAL CENTER _____

JOSEPH MICHAEL A. JARO, MD.
Medical Center Chief II
ID Presented _____

ID Presented _____

Signed in the presence of:

CLEOCITA P. PORTULA, MD
Head, Pathology Department

Republic of Philippines)
City of Tacloban) S.S.

Before me, a Notary Public in Tacloban City appeared the above named persons showing to me proof of identification indicated below their respective names, known to me to be the same persons who executed the foregoing agreement and they acknowledged to me that this is their voluntary act and deed.

This instrument consists of five (5) pages, including this page where the Acknowledgement is written and is signed by the parties and their instrumental witnesses on each and every page thereof.

Witness my hand and seal this _____ day of _____ 2024 in Tacloban City, Philippines.

