

**CONTRACT AGREEMENT**

UPDATES ON PHILHEALTH POLICIES FOR ACCREDITED FREESTANDING DIALYSIS CLINIC (FSDC) AND AMBULATORY SURGICAL CENTER (ASC) FOR CY 2023 WITHIN PRO IVA

This contract is entered MAY 09 2023 between:

The **PHILIPPINE HEALTH INSURANCE CORPORATION REGIONAL OFFICE IVA**, a government owned and controlled corporation duly organizes and existing by virtue of Republic Act No. 7875, as amended, with Regional Office at Lucena Grand Central Terminal, Brgy. Ilayang Dupay Lucena City, represented herein by its Regional Vice President **DANILO M. REYNES, MD, MPA**, who is authorized for this purpose through Corporate Order No. 2018-0026 New Delegation and Signing Authority (DSA), a copy of which is attached as Annex "A", hereinafter referred to as the "**FIRST PARTY**"

-and-

The **ST. JUDE MULTIPURPOSE COOPERATIVE**, a multipurpose cooperative registered with Security and Exchange Commission and existing under the laws of the Republic of the Philippines with business address at Diversion Road Brgy Isabang, Tayabas City, Quezon, represented herein by its Sales and Marketing Supervisor, **JASMIN L. OBCEMEA**, hereinafter referred to as the "**SECOND PARTY**"

**FIRST PARTY** and **SECOND PARTY** shall be individually referred to as "Party" and collectively, as the "Parties."

WITNESSETH

That the **FIRST PARTY** and **SECOND PARTY** in consideration of the mutual covenants and agreement made herein, by one to the other, by these presents enter into a Contract Agreement whereby the **FIRST PARTY** secure the services of the **SECOND PARTY** wherein the latter will undertake to perform such services on the following terms and conditions:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Technical Specifications referred to.
2. The Supplier's Bid or filled-out Request for Quotation shall form and be read and construed as part of this Agreement and attached hereto as Annex "B" and hereby agrees to deliver:

Date of Event	May 9, 2023
Lease of Venue with Meals for:	MEALS: AM Snacks: Pasta/ Sandwich and Juice Lunch: Rice, Veggies, 2 viands ( pork/chicken/beef/fish), juice, dessert PM Snacks: Pasta/ Sandwich and Juice
113 pax	
Total Contract Price	Php 79,100.00 (Inclusive of applicable taxes and service charge)

3. In consideration of the payments to be made by the **FIRST PARTY** to the **SECOND PARTY** as hereinafter mentioned, the **SECOND PARTY** hereby covenants with the **FIRST PARTY** to provide the meals and to remedy defects therein in conformity in all respects with the provisions of the Contract.

*[Signature]*  
**JASMIN L. OBCEMEA**  
Sales and Marketing Supervisor

*[Signature]*  
**DANILO M. REYNES, MD, MPA**  
Regional Vice President

*[Signature]*  
**JIE A. CUVINAR**  
Division Chief, MSD

*[Signature]*  
**Ariane Delfino Ordianza**  
Sales and Marketing Assistant  
Witness, SECOND PARTY

*[Signature]*  
**ERLYN V. ROJAS**  
Witness

insurance, cost of importation, transportation and delivery at the time and locations specified and other charges which may be imposed on the Product by foreign and local authorities.

6. This contract agreement shall be payable in the total amount of **Seventy- Nine Thousand One Hundred Pesos Only (Php 79,100.00)**. The **FIRST PARTY** shall pay the **SECOND PARTY** within fifteen (15) days through check upon submission of the **SECOND PARTY** of the **STATEMENT OF BILLING ACCOUNT** and other documentary requirements as may be required by the **FIRST PARTY** as condition for payment, provided that the same has been verified to be correct by the **FIRST PARTY**.
7. Both **PARTIES** hereby warrant that they have the authority and capacity to enter and sign in this contract.
8. All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the 2016 Revised Implementing Rules and Regulations of R.A. No. 9184, shall form as integral parts of this contract between the **PARTIES** hereto.
9. The **PARTIES** hereby certify that they have read or caused to be read to them each and every provision of this Contract and that they have fully understood the same.
10. Any dispute, claim, or controversy that may arise from or in relation to this Contract, involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled through amicable means.


In case of failure to settle amicably the dispute upon the lapse of thirty (30) days from either party's request for good faith negotiations or discussions with a view to amicably settling the dispute (or upon the lapse of such extended period as the parties may agree in writing) shall be submitted to arbitration in accordance with Republic Act 9285 (Alternative Dispute Resolution Act of 2004).

Any legal action necessary to promote arbitration or ancillary to such arbitration shall be instituted in the proper courts in Lucena City to the exclusion of other courts of equal jurisdiction.

**PHILIPPINE HEALTH  
INSURANCE CORPORATION**

**ST. JUDE MULTIPURPOSE  
COOPERATIVE**

Recommended by:


  
**BENJIE A. CUVINAR**  
Division Chief, MSD  
PRO IVA

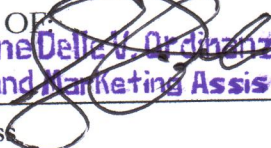
Approved by:

by: 



CONTRACT NO. 12023-03-022

  
**ERLYN V. ROJAS**  
Witness

SIGNED IN THE PRESENCE OF  
  
**Ariane Delle V. Ordinanza**  
Sales and Marketing Assistant  
Witness

### ACKNOWLEDGMENT

**REPUBLIC OF THE PHILIPPINES)**  
**CITY OF LUCENA ) S.S.**

**BEFORE ME**, this \_\_\_\_\_ day of MAY 09 2023 2023, personally appeared the following persons exhibiting to me their respective Government-issued IDs, to wit:

Identification Card and No. Date/Place of Issue

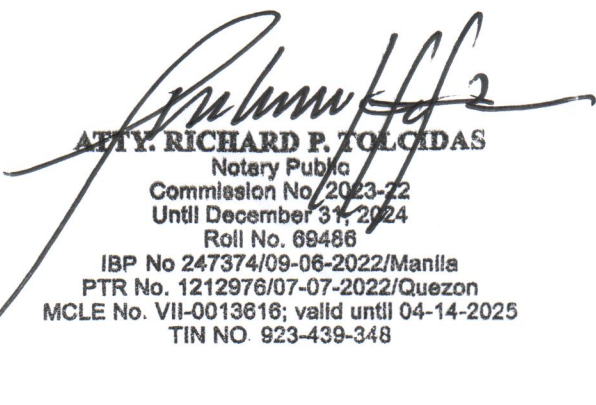
**DANILO M. REYNES, MD, MPA** PRC; # 0065439 08/17/1988  
Philippine Health Insurance Corporation

**JASMIN L. OBCEMEA** TIN; # 300-666-775-000 02/29/2016  
Sales and Marketing Supervisor

Known to me to be the same persons who executed the foregoing Agreement consisting of \_\_\_\_ (\_\_\_\_) pages, including the annexes and this page on which the acknowledgment is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

**WITNESS MY HAND AND NOTARIAL SEAL** on the date and place first above written.

Doc No. 202;  
Page No. 41;  
Book No. XII;  
Series of 2023.

  
**ATTY. RICHARD P. TOLCIDAS**  
Notary Public  
Commission No. 2023-22  
Until December 31, 2024  
Roll No. 69486  
IBP No 247374/09-06-2022/Manila  
PTR No. 1212976/07-07-2022/Quezon  
MCLE No. VII-0013616; valid until 04-14-2025  
TIN NO. 923-439-348