

TERMS OF REFERENCE OF DIETARY SERVICE

General Provisions:

1. That the SUPPLIER has a privilege or permit to occupy, operate and manage the CCMH outsourced dietary services.
2. That the service contract of the SUPPLIER is commencing from April 2023 to December 2023 and renewable evaluation process on quarterly basis.
3. The resident Nutritionist-Dietitian of the CAVITE CENTER FOR MENTAL HEALTH will prepare the monthly menu for the in-patients and approved by the head of the hospital.
That the SUPPLIER shall provide meals of the patients of CCMH running with daily meals (breakfast, lunch, dinner), amounting to One Hundred Five Pesos (Php105.00) per day per patient.
 - Special diets (like therapeutic diet, osteorized feeding, etc.) must be supervised and with consultation and recommendation of doctors and resident Nutritionist-Dietitians as to quality and food classification needed by the patients but not exceed the usual price/day mentioned above;
 - Meal Cost breakdown
 - Breakfast - 30.00
 - Lunch - 37.50
 - Dinner - 37.50
 - The serving of food for in-patients are as follows:
 - Breakfast - 5:00 am
 - Lunch - 11:00 am
 - Dinner - 5:00 pm
4. That the AGREEMENT may be terminated by the either party prior to the expiry date provided a thirty (30) days prior notice of such intention to terminate is given the other party. The hospital, however, may terminate this AGREEMENT at any time should the SUPPLIER fail to comply with the terms and conditions as provided.
5. That the SUPPLIER shall either assign nor transfer the management of operation of the said outsourced dietary service unit nor lease any portion thereof to third parties during the duration of the Agreement.

Provisions in accordance with Phil Health circular No. 17 s.2007

"Basic provisions and required agreement of the contract signed by two parties (the hospitals and the outsourced service unit) required to meet the hospital accreditation standards set by the Philippines Health Insurance Corporation"

1. That the "outsourced service unit" is the hospital service extension and that it will provide the client the quality of service and safety measures at all times, hence the hospital through the Provincial Government is also responsible for the action/inaction of the outsourced service unit in which case, the hospital resident Nutritionist Dietitian shall monitor and supervise the dietary service provided by the SUPPLIER;
2. That the SUPPLIER shall have an in-house Nutritionist Dietitian who will be responsible in providing dietetic-counselling services, as well as coordinate with the dietary service provider

whose PRC license shall be posted conspicuously in the dietary reception area and shall be attached to this contract or Memorandum of Understanding;

3. That the SUPPLIER shall secure the Sanitary Permit, Business Permit, and Health Certificate/s of the said dietary personnel. Said document shall be posted conspicuously in the dietary reception area;
4. That the SUPPLIER shall acknowledge the Philippine Health Insurance Corporation (PHIC's) right to inspect the "outsourced service unit" including pertinent records for validation of conformity to the requirement of Phil-Health;
5. That the SUPPLIER shall have only maximum of three (3) hospitals that can have a contract/MOU with and "outsourced service unit"
6. That only the CAVITE CENTER FOR MENTAL HEALTH as an accredited hospital can claim for reimbursement of services to the Corporation provided by the SUPPLIER.

Provision on equipment and cleanliness:

1. That the SUPPLIER shall provide equipment necessary in the operation of the hospital dietary service to the patients.
2. That the SUPPLIER shall all times keep the dietary areas in good hygiene conditions and shall maintain proper storage of food and other necessary ingredients and to sanitize silver wares and or utensils to be used. Proper and hygienic garbage disposal must be observed in accordance to DOH standards and hospital waste management program.

Provision on personnel:

1. It is of the essence of the AGREEMENT that the SUPPLIER shall attend in person to the Management and direction of the operation of the dietary service and shall provide adequate staff at least twelve (12) (including dietitian) to ensure from the patients and efficient service;
2. There shall be no employer-employee's relationship between the agency and the provincial and hospital management and the person who the agency may assign to perform the service;
3. That the SUPPLIER shall acknowledge that no authority has been conferred upon to hire any person in behalf of the hospital and that the persons to be assigned to perform the services are not employees of the hospital and are not in any way or manner connected with related to the hospital;
4. That the CAVITE CENTER FOR MENTAL HEALTH is free from any liability arising out of any accidents that may befall the agency employees while performing their duties at the hospital premises as well as for labor claims which the agency employees may file against and reference purposes;
5. That the personnel assigned by the SUPPLIER as food handlers must be healthy and of good moral character. Hence, their health certificates must be submitted to hospital management with 2"x2" pictures for its files and reference purposes;
6. That the employees of the SUPPLIER are required to be properly groomed, gracious, courteous at all times and properly identified by their ID's;
7. That the employees of the SUPPLIER are subject to security measures imposed by the hospital and comply with its rules and regulation;

8. That the SUPPLIER shall be responsible for the acts and commissions of its employees and shall hold the hospital free against all claims and expenses arising of damages and injuries incurred by said employees to third person;

Provision on monitoring:

1. That the SUPPLIER shall allow the hospital through its authorized representative and DOH Bureau of Health Facilities Services in charge of hospital licensing right to conduct periodic physical inspection for control in carrying out hospital policies and procedures and to ensure compliance with the agreements.


Prepared by:


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Administrative Officer V

Conforme:


FERDINAND P. LUBIGAN
CAMPS Catering Services
Owner/Proprietor

Signed in the presence of:


DIANA D. DIJAMCO, MD, D.P.B.P., FPPA
OIC – Chief of Hospital
Cavite Center for Mental Health

Approved by:


RENATO A. ABUTAN
Provincial Administrator