TERMS OF REFERENCE

PROCUREMENT OF HEALTH MAINTENANCE ORGANIZATION (HMO) AND EXECUTIVE CHECKUP FOR THE OFFICE OF THE SOLICITOR GENERAL 2025

APPROVED BUDGET COST LOT 1 (HMO) : PHP 26,272,000.00
APPROVED BUDGET COST LOT 2 (EXECUTIVE CHECKUP): PHP 2,376,000.00

I. PROJECT DETAILS/BACKGROUND

Description

The OFFICE OF THE SOLICITOR GENERAL (OSG) seeks to procure a Health Maintenance Organization (HMO) to cover the hospitalization and medical needs of its 821 regular and co-terminus employees and executive checkup for its 36 Executive Officers.

Background

The Office of the Solicitor General (OSG) is a national government agency that represents the Republic of the Philippines and its officials, in their official capacity, in litigations, proceedings, investigations and other matters requiring the services of a lawyer.

As the "legal office" of the government, it is imperative for the OSG to promote overall well-being and mental wellness and provide an inclusive, conducive, and supportive work environment for its employees. The provision of an office-wide HMO enhances the OSG's work environment for its employees.

Further, Section 5(1) of R.A. No. 9417 provides that the OSG may provide employees with Health care services through a HMO. Section 11 of the same law provides for a Special Trust Fund comprised of the OSG's income which will fund the implementation of the law, including those for health care services and insurance premiums, among others.

Objective

The Project aims to contract with an HMO that can offer the best premium rates and best quality of service to the OSG employees, with the consideration of catering to major hospitals and medical networks.

II. TERMS OF AGREEMENT

1. *Qualifications.* The HMO shall have ALL the following basic qualifications:

    a. Meet the standard bidder requirement under the BAC invitation to bid (technical component envelope), such as, valid PhilGEPS Registration Certificate; statement of all ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid; Bidder's Net Financial Contracting Capacity (NFCC) or a committed line of credit from a Universal or Commercial Bank in lieu of the NFCC, etc.

    b. Maintains a good track record in serving other companies or other government agencies which must be supported by at least three (3) Certificate of Satisfactory Performance from any contracted government agencies or private entities.

    c. Certification of Good Standing from Philippine Insurance Commission (PIC).

2. The HMO services shall be made available to the OSG after the HMO has received a Notice to Proceed from OSG.

3. *Where Services are to be Performed.* The HMO should be available 24/7 via hotline and an HMO desk is available in the major hospitals and medical networks to assist the OSG employees in availing of the HMO services.

4. Provision of Executive Checkup separate from APE to 36 executive employees, namely, the Solicitor General (1), Head Executive Assistant (1), Assistant Solicitors General (30) and Service Directors (4).

5. *Services to be Performed.* The HMO shall provide the following **minimum Technical Specifications** under the BAC invitation to bid, Section VII Lot 1 and Lot 2 thereof, copy of which is attached and made an integral part of this Terms of Reference. Important points under Technical Specifications are:

FOR LOT 1 (HMO):

a. Principals are regular employees of the OSG aged 18 years old up to and including 65 years old. Employees holding co-terminus positions are eligible regardless of age.
b. Dependents can be covered with additional premium to be shouldered by the principal member.
c. MBL of P100,000 for HMO coverage of 821 employees with an option to upgrade the basic plan;
d. Regular Private Room (In-Patient)
e. Affiliated hospitals and medical network should include Asian Hospital and Medical Center, Makati Medical Center, St. Luke's Medical Center QC, St. Luke's Medical Center BGC, The New Medical City, Cardinal Santos Medical Center, Manila Doctor's Hospital, Capitol Medical Center, Healthway Medical Network and/or Hi-Precision Diagnostic Centers.
f. Pre-existing illness/conditions of members at the start of membership shall be covered up to MBL, subject to exclusions and limitations.
g. In patient care, out-patient care, therapeutic procedures, common laboratory procedures, special diagnostic procedures, and other special procedures, emergency care, APE, preventive care, financial assistance, dental benefits, and other special benefits shall be covered unless specifically limited or excluded under Section VII. Technical Specifications of the BAC invitation to bid. Any ambiguity shall be interpreted in favor of the inclusion of the unclear illness, procedure or treatment to the program coverage.
h. Any reimbursement with the HMO shall be paid within thirty (30) days from submission of complete requirements.

FOR LOT 2 (Executive Checkup):

a. Benefit only for the Solicitor General, Head Executive Assistant, Assistant Solicitors General and Service Directors, for a total of 36 executive employees aged 18 years old up to and including 70 years old.
b. OSG reserves the right to substitute retired, resigned or otherwise terminated employees for newly appointed employees to the position without additional payment of premium, administrative fees, or any other fees for the duration of the remaining period of the contract.
c. All Executive employees mentioned (not otherwise terminated) who will be disqualified due to age eligibility within the contract period will not be removed from the program and shall be allowed to use the Executive Checkup benefit until expiry of contract.
d. Coverage amount is Php66,000.00 per person.
e. In-Patient Package with a Regular Private Room.

f. Executive employee may opt to upgrade his/her executive check-up package. Any additional cost for the upgrade shall be the sole responsibility of the executive employee.
g. Executive Checkup should be available in the following hospitals: Asian Hospital and Medical Center, Makati Medical Center, St. Luke's Medical Center QC, St. Luke's Medical Center BGC, The New Medical City, Cardinal Santos Medical Center, Manila Doctor's Hospital, and Capitol Medical Center.
h. Package may have any of the following inclusions, up to the amount of Php66,000.00, subject to upgrade:
CBC, Urinalysis, Stool Exam with Occult Blood, Fasting Blood Sugar, Blood Urea Nitrogen, Creatinine, Serum Uric Acid, Sodium, Potassium, Total Cholesterol, Triglyceride, HDL, LDL, VLDL, ALT, TSH. Hepatitis Screening, Testosterone (male), Prostate Specific Antigen Test (male), 12-L EKG, Treadmill Stress Test, 2D Echo with Doppler Adult, Chest X-ray, Whole Abdominal Ultrasound, Mammography (female), Breast Ultrasound (female), Bone Mineral Density Test, Pap smear (female), Transvaginal Ultrasound (female), Visual Acuity Check, Nutrition Counseling, Body Composition Analysis, Physical Health Assessment, Skin Analysis, Pure Tone and Speech Audiometry with Tympanometry, Mental Health Screening, Complete History and Physical Examination, Interpretation of Results, Bioelectrical impedance analysis, and light and healthy meal with the In-Patient Package.

III. *Nature of Relationship.* Nothing herein shall be construed to create an employer-employee relationship between the CLIENT and the HMO.

IV. *Warranties of HMO.* The HMO warrants that they shall:

a. conform strictly with all the conditions set forth in this Terms of Reference and Technical Specifications;
b. secure and maintain, at their own expense, all registration, licenses and/or permits required by law;
c. comply with legal requirements; as well as rules, regulations and directives of regulatory authorities; and
d. coordinate only with authorized or designated personnel in the performance of their duties.

V. *Confidentiality.* The HMO shall not use (except for the OSG's benefit) or divulge to anyone – either during the term of this Agreement or thereafter – any of the OSG Employees' and their dependents' personal information or other proprietary data or information of any

kind whatsoever acquired by the HMO in carrying out the terms of this agreement. In this regard, the HMO shall:

a. be required to sign a non-disclosure agreement;
b. warrant, represent and undertake reliability of the services required;
c. agree to hold the propriety information in strict confidence;
d. agree not to reproduce, transcribe or disclose the proprietary information to third parties without prior written approval from the OSG; and,
e. uphold strict confidentiality of any and all information that will come to HMO Provider's knowledge.

VI. *Termination.* Either party may terminate this Agreement in the case of material default hereunder by the other party which remains uncured after 15 days prior notice. Any termination shall be effective in the manner and upon the date specified in the said notice and shall be without prejudice to any claims that either party may have against the other. The OSG's sole obligation in the event of such termination shall be to reimburse the HMO for services actually performed up to the effective date of termination. Premium paid beyond the period terminated shall be reimbursed by the HMO.

VII. *Liquidated Damages for Delay.* If the HMO fails to deliver any or all of the services within the period(s) specified by this agreement, the OSG shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the payment, 1/10 of 1% of the unperformed portion for every day of delay, but not exceeding 10% of the contract price per lot.

VIII. *Schedule of Payments.* The HMO shall be paid within fifteen (15) days from sending its full billing for the payment of the total premium for the basic plan for OSG employees as principals. Billing and payment for upgraded plans and dependents shall be made thirty (30) days from sending the full billing for the same. HMO should issue Certificate of Coverage upon submission of full billing.

IX. *Contract Duration.* The duration of the Contract shall be for one-year, unless earlier terminated by either party due to the aforementioned reasons.

TECHNICAL WORKING GROUP FOR HMO PROCUREMENT:

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