

# TECHNICAL SPECIFICATIONS CY2020 DRUG SCREENING TEST

## I. INTRODUCTION

On 28 November 2017, the GSIS Board of Trustees issued Board Resolution No. 224 approving and confirming Policy and Procedural Guidelines (PPG) No. 325-18 or the 2017 GSIS Drug-Free Workplace Program, in compliance with the provisions under Republic Act 9165, the Comprehensive Dangerous Drugs Act of 2002 and existing Civil Service rulings.

In a memorandum dated 27 June 2018, the President and General Manager approved the appropriation of additional budget for the conduct of mandatory semi-annual and monthly random drug tests in the Central Office (CO) and likewise directed the Luzon and VisMin groups to require their respective Branch Office heads to conduct the said tests in their offices.

PPG 336-19 or the Revised GSIS Drug-Free Workplace Program, the Health Care Services Division of the Medical and Wellness Services Department (HCSD-MWSD) ensures that the drug testing in the GSIS CO is conducted in an access-controlled environment to safeguard against tampering and ensure accurate chain of custody of samples.

## II. COVERAGE

All GSIS executives and employees assigned in the GSIS CO and Quezon City Branch Office (QCBO) holding permanent, temporary or co-terminous appointment shall be randomly selected and required to undergo the drug screening test.

The total number of drug screening tests to be administered (randomly) is **three thousand seven hundred four (3,704)** and shall be done in the following terms:

1. Two (2) schedules (one schedule per semester) of mandatory drug testing of **all** executives and employees (2 x 1852 employees = 3,704); and,
2. **Monthly** random drug testing of thirty (30) employees (10 months x **30** employees = **300**).

The random drug testing schedules are to be determined by the Service Provider in coordination with the Medical and Wellness Services Department.

## III. SCOPE OF WORK

- A. The Service Provider shall provide, supply, and deliver a professional unit or group who shall conduct the on-site drug screening tests within the GSIS CO premises. This shall include personnel (health care professionals, technicians, staff assistants, etc.), equipment, supplies; disposable cups used for drinking, wireless internet connection, signage and appropriate garbage/disposal bins.
- B. The Service Provider must have a Certificate of Accreditation for Drug Testing Laboratory from the Department of Health (DOH) and shall follow existing DOH guidelines and procedures.
- C. The Service Provider must submit a Certificate of Good Standing from the DOH.
- D. The Service Provider must be able to serve at least **1,852** employees for each

session of mandatory semi-annual drug test and at least **30** employees for each monthly drug test.

- E. The schedule for the on-site drug screening is at least one (1) session per month at the GSIS CO, Pasay City and conducted simultaneously at the GSIS QCBO.
- F. The Service Provider shall be able to accommodate employees endorsed by the Officer IV, Medical and Wellness Services Department (MWSD) for drug testing in any given time (unscheduled) at their testing center or clinic.
- G. The drug screening schedules shall be arranged by the Health Care Services Division (HCSD). The assigned HCSD Staff through the supervision of the Medical Officer II/I, HCSD, shall endorse to the Liaison Officer (LO) the list of employees who shall undergo the drug test during the year.
- H. The LO shall be provided by the Service Provider to handle the concerns of the GSIS employees, endorsement of schedule/re-scheduling, submission of drug test results, pertinent documents and payments. The LO shall regularly coordinate, endorse, and monitor progress of the drug screening procedure with the Medical Officer II/I and designated HCSD staff.
- I. Employees who were not able to undergo the scheduled drug screening test shall be included again in the random selection for the next drug screening schedule.
- J. The Service Provider shall **not** accommodate employees who are not scheduled / endorsed to take the drug screening.
- K. The Service Provider shall provide the GSIS a special on-site drug screening test prior to end of the Contract Period for employees who were previously randomly-selected but failed to undergo the procedure.
- L. The Service Provider shall cover the cost of confirmatory drug tests and other related expenses for those who had positive results in the screening tests.
- M. The Service Provider shall ensure adherence of all its staff to the systems and procedures on the proper conduct of Drug Testing as provided by the Department of Health, on the following:
  - 1) Duly Authorized Specimen Collectors (certification must be submitted along with other documentary requirements)
  - 2) Observed Specimen Collection for Urine
  - 3) Chain of Custody and security measures
  - 4) Recording and Reporting
- N. The Service Provider shall provide at least 2 lectures/seminars (one per semester) on substance abuse and other related topics.
- O. All drug test results and other important information obtained by the Service Provider shall be considered confidential. Any violation of the confidentiality of records shall be subject to legal actions.
- P. The Service Provider shall not use or disclose such confidential information, or any part thereof, in any manner other than is necessary to perform its services under the Contract or as required by law. Relative thereto, the GSIS agrees to support and coordinate with the Service Provider, its directors and/or officers, employees, or duly authorized representatives, in their defense against any

action, sum of money, liability, damages, and claims which any third party may bring against the Service Provider as a direct or indirect result of the GSIS having received and/or used the confidential information.

- Q. All documents, records, reports, receipts and information about the drug screening, including those recorded in database systems of the Service Provider shall be the property of the GSIS.
- R. The Service Provider is required to submit the following to the Medical Officer III, HCSD, MWSD in accordance with the prescribed period:
  - 1. Hard copies of the drug test results, the Integrated Drug Test Operations Management Information System (IDTOMIS) copies, including a consolidated report in a sealed package, within two (2) weeks after the conduct of the scheduled testing;
  - 2. Advance copy of list of employees with positive drug test results in a sealed package within one (1) week after the conduct of the drug screening date;
  - 3. Advance copy of list of employees with positive confirmatory drug test results in a sealed package within four (4) weeks after the conduct of the confirmatory test;
  - 4. List of employees who failed to undergo the drug screening at the end of each screening day.

#### **IV. TERMS OF PAYMENT**

- A. Payment shall be made monthly and shall be based on the actual number of employees who underwent the drug screening procedure. The Service Provider shall forward the Statement of Account and other pertinent documents for the services rendered within the month.
- B. The GSIS shall review and validate the above-mentioned documents within three (3) working days after the receipt of the said documents for queries and/or clarifications. In case of errors (i.e. double billing, erroneous entries, etc.) the documents shall be endorsed and returned to the Service Provider for appropriate action.
- C. The GSIS shall have a period of thirty (30) working days to process payment that shall commence after completion of the review and validation of the following documents submitted by the Service Provider:
  - 1. Statement of Account (SOA);
  - 2. Drug screening results; and
  - 3. Transmittal list that shall contain the following information: name of employee, date of drug screening and payment due for each employee.
- D. All payments shall be subject to existing accounting and auditing rules applicable to GSIS.
- E. The Service Provider agrees that any payment due and payable and/or may be due the Service Provider shall be offset against any amount due to the GSIS under the Agreement, such as but not limited to liquidated damages.

#### **V. CONTRACT PERIOD**

- A. The Contract Period shall commence upon issuance of the Notice to Proceed

to the Service Provider until upon completion of the services and/or obligations of both parties.

- B. Notwithstanding any provisions to the contrary, the GSIS shall have the right, power and privilege to terminate the services of the Service Provider for any unjustifiable cause whatsoever without need of judicial action by giving thirty (30) calendar days Written Notice to that effect to the Service Provider, which hereby agrees to abide by the decision of the GSIS.

## VI. PENALTY CLAUSES

- A. In case the Service Provider fails or refuses, for any reason whatsoever, to render the required drug screening procedure as scheduled, the Service Provider shall be liable and pay in favor of the GSIS the full amount allowed for the said services and/or other expenses incurred by reason of such failure.
- B. The Service Provider shall not assign or sub-contract the drug screening services without the written approval of the GSIS. Violation of this condition shall be a ground for the cancellation of the Contract by the GSIS.
- C. Only Department of Health duly licensed/accredited/authorized personnel of the Service Provider are allowed to participate in the conduct of the on-site random drug testing in GSIS. Violation of this provision shall be a basis for cancellation of the Contract and payment of any damages incurred as a result thereof.
- D. Non-compliance by the Service Provider and its implementation partner/s with the provisions of Republic Act No. 10173, known as the "Data Privacy Act of 2012" and its Implementing Rules and Regulations is considered as "Unlawful Act" and shall be penalized accordingly.
- E. The GSIS shall have the right to pre-terminate this Contract in whole or in part for default of the Service Provider or breach or violation of the terms and conditions of this Contract without need of judicial action or for just cause to be determined by the GSIS, which determination shall be final and binding to the Service Provider.

## VII. APPROVED BUDGET

The approved budget for the Contract is **Php 920,920.00.**

Prepared by:

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*Officer IV  
Medical and Wellness Services Department*

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