

# 52.223-6 Drug-Free Workplace.

As prescribed in 23.505 , insert the following clause:

*Drug-Free Workplace (May 2001)*

(a) *Definitions.* As used in this clause-

*Controlled substance* means a *controlled substance* in schedules I through V of section 202 of the *Controlled Substances Act* (21 U.S.C.812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

*Conviction* means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State *criminal drug statutes*.

*Criminal drug statute* means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any *controlled substance*.

*Drug-free workplace* means the site(s) for the performance of work done by the Contractor in connection with a specific contract where *employees* of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a *controlled substance*.

*Employee* means an *employee* of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all *direct cost employees* and any other Contractor *employee* who has other than a minimal impact or involvement in contract performance.

*Individual* means an *offeror/contractor* that has no more than one *employee* including the *offeror/contractor*.

(b) The Contractor, if other than an *individual*, shall-within 30 days after award (unless a longer period is agreed to *in writing* for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

(1) Publish a statement notifying its *employees* that the unlawful manufacture, distribution, dispensing, possession, or use of a *controlled substance* is prohibited in the Contractor's workplace and specifying the actions that will be taken against *employees* for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such *employees* about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a *drug-free workplace*;

(iii) Any available drug counseling, rehabilitation, and *employee* assistance programs; and

(iv) The penalties that *may* be imposed upon *employees* for drug abuse violations occurring in the workplace;

(3) Provide all *employees* engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such *employees in writing* in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the *employee* will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer *in writing* of the *employee's conviction* under a *criminal drug statute* for a violation occurring in the workplace no later than 5 days after such *conviction*;

(5) Notify the *Contracting Officer in writing* within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an *employee* or otherwise receiving actual notice of such *conviction*. The notice *shall* include the position title of the *employee*;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a *conviction*, take one of the following actions with respect to any *employee* who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such *employee*, up to and including termination; or

(ii) Require such *employee* to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a *drug-free workplace* through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an *individual*, agrees by award of the contract or acceptance of a *purchase order*, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a *controlled substance* while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause *may*, pursuant to FAR 23.506, render the Contractor subject to *suspension* of contract payments, termination of the contract or default, and *suspension or debarment*.

(End of clause)

**Parent topic:** 52.223 [Reserved]