

GRANT TERMS AND CONDITIONS

1. Availability of Federal Funds: This grant award is contingent upon availability of federal funds approved by Congress.
2. Applicable Federal Regulations: The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 44 CFR applicable to grants and cooperative agreements; Part 68, Administrative hearing procedures; Part 7, Nondiscrimination in federally-assisted programs((FEMA Reg .5); Part 10, Environmental considerations; Part 9, Floodplain Management and Protection of Wetlands; and Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.
4. Audit Requirements: The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by SLED and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by signing the Grant Terms and Conditions certification section of this application.
5. Equal Employment Opportunity: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Federal Emergency Management Agency Non-discrimination Regulations 44 CFR Part 7, Subpart A. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP). The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to SLED.
6. Civil Rights Compliance and Notification of Findings: It (Subgrantee) will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security's Non-Discrimination Regulations, 44 CFR Part 7, and Department of Homeland Security's regulations on disability discrimination, 44 CFR Part 16. In the event a Federal or State court, Federal or State administrative agency, or the Subgrantee or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the Subgrantee or Contractor will forward a copy of the findings to SLED who will, in turn, submit the findings to the Department of Homeland Security.

GRANT TERMS AND CONDITIONS

7. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below:
- a. Advice: No official or employee of a state or unit of local government or of non-government grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.
 - b. Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of the following:
 - 1) Using his or her official position for private gain;
 - 2) Giving preferential treatment to any person;
 - 3) Losing complete independence or impartiality;
 - 4) Making an official decision outside official channels; and/or
 - 5) Adversely affecting the confidence of the public in the integrity of the government or the program.
8. Bonding: It is strongly recommended that all officials identified on this grant that have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.
9. Non-Supplanting Agreement: The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.
10. Project Implementation: The subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first quarterly report.
11. Written Approval of Changes: Any mutually agreed upon changes to this subgrant must be approved, in writing, by SLED prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
12. Contract Approval Requirements: The Subgrantee must receive approval of all contract agreements for services and products from SLED prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to SLED prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individuals and consulting firms) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

GRANT TERMS AND CONDITIONS

13. Individual Consultants: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.
14. Dual Employment Compensation: Dual employment compensation must be approved by SLED prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to SLED.
15. Sole Source Procurement: Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of SLED.
16. Bidding Requirements: The subgrantee must comply with proper competitive bidding procedures as required by 44 CFR Part 13 or OMB Circular A-110, as applicable. On any items, including those bid in the aggregate, whose total cost is less than \$10,000, the bids do not have to be submitted to the SLED for review and approval; but adequate documentation must be maintained in the subgrantee's files. On any items, including those bid in the aggregate, whose total cost is \$10,000 or more, bids must be submitted to SLED, if requested.
17. Personnel and Travel Costs: Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes must be submitted with the application which provides mileage and per diem rates.
18. Obligation of Grant Funds: Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by SLED. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.
19. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
20. Recording and Documentation of Receipts and Expenditures: Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
21. Financial Responsibility: The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:
 - a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;

GRANT TERMS AND CONDITIONS

- b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c) The accounting system should provide accurate and current financial reporting information; and,
 - d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
22. Reports: The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as SLED may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.
23. Program Income: All program income generated by this grant during the project must be reported to SLED quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from SLED.
24. Retention of Records: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.
25. Property Control: Effective control and accountability must be maintained for all grant funded property. Subgrantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.
- a. Title: Subject to the obligations and conditions set forth in 44 CFR Part 13, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
 - b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with SLED a copy of the Property Control Record Form (provided by SLED) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by SLED and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.
 - c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from SLED prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to SLED immediately.
26. Performance: This grant may be terminated or fund payments discontinued by SLED where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by SLED. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from SLED, the subgrantee shall reimburse SLED the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse SLED for payments made.

GRANT TERMS AND CONDITIONS

27. Deobligation of Grant Funds: All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by SLED.
28. Project Evaluation Report: The formal evaluation report must be received by SLED no later than 45 days after the end of the grant period.
29. Copyright: Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SLED) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SLED purposes:
 - a. the copyright in any work developed under this grant or through a contract under this grant; and,
 - b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or SLED's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.
30. Cash Depositories: Subgrantees are required to deposit grant funds in a federally insured banking institution and the balance exceeding insurance coverage must be collaterally secured.
31. Furniture Purchase Requirements (For State Agencies Only): Furniture funded by the grant should be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items. Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.
32. Americans with Disabilities Act of 1990 (ADA): The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
33. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.
34. Utilization of Minority Businesses: Subgrantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
35. Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant (which SLED requests to be kept confidential) shall not be made available to any individual or organization by the subgrantee without prior written approval of SLED.
36. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

GRANT TERMS AND CONDITIONS

37. Debarment Certification: With the signing of the grant application, the subgrantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Lobbying, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
38. Drug-Free Workplace Certification: This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency subgrantees that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act requires certification by all subgrantees receiving \$50,000 or more. The certification is a material representation of fact upon which reliance will be placed when SLED determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
39. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the project unless the subgrantee agrees to the following:
- a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of federal funds that will be used to finance the acquisition; and,
 - b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.
- The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.
40. Publications: The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:
- "This project was supported by Federal Grant #_____, (refer to the Grant Award for the Federal Grant Number which can be found immediately after the CFDA No.) awarded by the subgrantee agency through the South Carolina Law Enforcement Division. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security and/or SLED."
- The subgrantee also agrees that one copy of any such publication will be submitted to SLED to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. SLED may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.
41. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
42. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by SLED Guidelines or "Special Conditions" placed on the grant award.
43. Compliance Agreement: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by SLED. Failure to comply could result in a "Stop Payment" being placed on the grant.

GRANT TERMS AND CONDITIONS

44. Suspension or Termination of Funding: SLED may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued thereunder, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
 - d. Failure to submit reports.
 - e. Filing a false certification in this application or other report or document.
 - f. Other good cause shown.
45. Space: The total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the subgrantee regarding current market costs for office space in the same locale should be made available upon request by the SFA or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the subgrantee or if the subgrantee has a substantial financial interest in the property. On the Budget Narrative page, provide the total square footage covered by the lease agreement, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot. A copy of the signed lease agreement must be submitted to the SFA before reimbursement is made for office space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot participate in mortgage payments, as this is unallowable.

GRANT TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SLED) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

- A. The applicant certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
 - (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

GRANT TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. DRUG-FREE WORKPLACE REQUIREMENT

- A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT. As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees -- The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
 - (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
 - (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE.** As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees:
- (1) As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
 - (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.