



BACKGROUND INVESTIGATION OF NON-CLEARED PERSONNEL (August 2018)

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- a. Seller, at its expense, shall conduct Background Investigations (as defined below) for each of its employees, as well as employees of its lower-tier subcontractors, who do not hold a DOE security clearance, who will provide services under this Agreement, and who will have access to Company computer systems, either through on-site or remote access ("Covered Employees"). The Seller shall be responsible to ensure that each Background Investigation is conducted in accordance with applicable laws, including the Fair Credit Reporting Act. Seller shall furnish a Certification to the Company before any Covered Employee is assigned to the Agreement. The Certification must be substantially in the form of the Certification in UCN-22916, and must be provided on the Seller's letterhead. The Seller's certification must be made by a duly authorized representative of the Seller.
 - b. The Background Investigation must have been completed not more than 30 days before the date the Seller submits the Certification to the Company, and is good for five years. Covered Employees who work at Y-12 for more than five years must be re-investigated.
 - c. The minimum Background Investigation shall include, but not be limited to, the following checks of each Covered Employee:
 - Social Security Number (SSN) Trace;
 - Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);
 - National Sex Offender Registry
 - d. If a Background Investigation reveals any adverse information, the Seller shall promptly notify the Company's Subcontract Administrator. The Company shall have the right to reject any Covered Employee assigned to perform the work under this Agreement, if, in its sole discretion, it determines that the results of the Background Investigation make the Covered Employee unacceptable.
 - e. For each Covered Employee, the Seller shall retain all reports, records, and documents obtained or created as part of its compliance with this Clause. Upon request by the Company, the Seller shall make all such supporting records, regardless of format, available for review by the Company.
 - f. If at any time it is discovered that any Covered Employee has a criminal record that includes a felony or misdemeanor conviction, the Seller shall inform the Company of all pertinent details. The Company will assess the circumstances surrounding the conviction and its relevance to the Covered Employee's job duties to determine whether the Covered Employee will be removed from the Agreement. Seller's failure to comply with this Clause may result in the termination of its Agreement with the Company.
 - g. This clause shall flow down to all appropriate lower-tier subcontracts.
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