

## **BACKGROUND INVESTIGATION OF NON-CLEARED PERSONNEL**

---

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 closely match the format provided in the Seller's Letterhead below. The Seller's certification must be made by a duly authorized representative of the Seller.

- a. The Background Investigation must be completed no more than 30 days before the Seller submits Certification to the Company and is valid for 5 years. Covered Employees working at Y-12 for more than five years must undergo re-investigation.
- b. The minimum Background Investigation shall include, but not be limited to, the following checks of each Covered Employee:
  - Verification of Social Security Number
  - Local law enforcement checks (unless prohibited by law) for applicants/employees who reside in the local jurisdiction
  - National Sex Offender Registry
  - Verification of applicant's or employee's educational background, including high school diploma obtained within the past five years or degrees or diplomas granted by an institution of higher learning
  - Contacted listed employers for the last three years
  - Contacted listed personal references
  - A credit check
- c. 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.
- d. 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.
- e. 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.
- f. This clause shall flow down to all appropriate lower-tier subcontracts.

# SELLER'S LETTERHEAD

## CERTIFICATE OF BACKGROUND INVESTIGATION

Name of "Covered Employee" \_\_\_\_\_

As a duly authorized representative and agent of, and on behalf of \_\_\_\_\_

("Seller"), I certify that the Seller has conducted a Background Investigation on the above named "Covered Employee."

A background investigation was conducted by \_\_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_\_

The following areas have been reviewed by the Seller with favorable results:

- Verification of Social Security Number
- Local law enforcement checks (unless prohibited by law) for applicants/employees who reside in the local jurisdiction.
- Does not appear on the National Sex Offender Registry
- Verification of applicant's or employee's educational background, including high school diploma obtained
- Contacted listed employers for the last three years
- Contacted listed personal references
- A credit check

On behalf of Seller, the undersigned certifies that the contents of this certification are true, correct and complete and provides this certification with the express intention that the Company will rely upon its contents in permitting the "Covered Employee" to be assigned to

Agreement No.: \_\_\_\_\_ and have access to the Company's computer system.

The undersigned further certifies that he/she is an agent of the Seller and has been properly authorized by the Seller to make this certification and representation.

Submitted on behalf of Seller by:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name (Printed)**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Title**