

PUBLIC TRUST POSITIONS—DEA CONTRACTOR SECURITY REQUIREMENTS FOR ACCESS TO SENSITIVE BUT UNCLASSIFIED (SBU) INFORMATION/U.S. CITIZENSHIP REQUIRED

DEA contractor companies, consultants or subcontractor companies (collectively referred to as “Contractors”) performing under a DEA contract, task order, purchase order, delivery order, blanket purchase agreement (“BPA”), reimbursable agreement (“RA”), and/or other types of contractual agreements (all referred to herein as “Contracts”) may access DEA information, Information Technology (IT) systems, DEA facilities and/or space, in compliance with DEA Contractor Security Requirements (DEA-2852.204-83) and the On-Site Contractor Responsibilities document (attached hereto as Exhibit).

I. GENERAL

DEA’s Office of Security Programs/Personnel Security Section (“ISR”) will request that the Office of Personnel Management (“OPM”) conduct background investigations on all Contractor personnel assigned to this contract and on those officers of the Contractor (including the Security Officer and Alternate Security Officer) who will be directly involved in any aspect of management of the assigned personnel. The type of background investigation will be determined by DEA’s ISR, which reserves the right to determine the type of investigation required for all Contractor positions. At a minimum, DEA will conduct criminal and consumer reporting background investigations in accordance with federal law and Department of Justice (“DOJ”) policies.

Only **United States citizens, by birth or naturalized**, shall be permitted to perform services for DEA under this contract. All personnel assigned to this contract must be approved in writing by ISR for access to **SBU** information **prior** to working on any DEA contract.

A clearance for access to National Security Information (NSI) is not required, nor authorized by this contract. However, a previously conducted and current background investigation that was favorably adjudicated may be accepted and supplemented with criminal record and credit report checks conducted by DEA. See Section IV(D) below.

All applicants must have resided legally in the United States for at least three (3) years of the last five (5) years. The three (3) years should be consecutive, *unless the applicant was:*

- a U.S. Government employee assigned to a U.S. embassy or U.S. consulate in a foreign country;
- a U.S. Government Contractor’s employee, who is a U.S. citizen assigned to a U.S. embassy, U.S. consulate, or U.S. military installation in a foreign country and who is not ordinarily a resident of that country;
- a member of the U.S. armed forces stationed in a foreign country; or
- a dependent family member of a U.S. Government or U.S. armed forces employee assigned overseas.

II. CONTRACTOR’S POINT OF CONTACT

DEA’s designated Contracting Officer’s Representative (“COR”) or the Task Monitor (“TM”) shall be the Contractor’s point of contact for all personnel security communications, inquiries, and issues regarding this contract. All required documents must be submitted by the Contractor to the COR/TM. The COR/TM will communicate with the Contractor on all personnel suitability issues. The COR/TM will communicate with an applicant on a personnel suitability issue only when communicating through the Contractor would violate the applicant’s rights under the Freedom Of Information Act (“FOIA”)/Privacy Act (“PA”). ISR may communicate directly with the Contractor, its employees, or its applicants **ONLY** for the purpose of providing assistance with

the Electronic Questionnaires for Investigations Processing (e-QIP). The Contractor shall immediately inform the COR/TM in writing, when an employee has: (1) transferred to another contract; (2) resigned; or (3) been terminated by the Contractor for any type of action that constitutes a termination in the Contractor-Employee relationship. The COR/TM will provide this information to ISR.

III. CONTRACTOR'S RESPONSIBILITIES

A. GENERAL:

The Contractor shall ensure that all applicant packages submitted to DEA meet the basic eligibility requirements for job skills, required certificates, residency and that the applicant packages have been reviewed against the disqualifying factors in Section V below and any disqualifying information in the applicant's background has been favorably mitigated. The Contractor shall make every effort to preclude incurrence of avoidable costs to the Government by ensuring that all applicants and personnel proposed on this contract are eligible, reliable, and of reputable background and sound character. The Contractor's time and expenses for recruiting, interviewing and security screening are either considered overhead ("OH") or General and Administrative (G&A) expenses and may not be billed directly to DEA.

Contractors shall include the following statement in employment advertisements: "*Applicants selected will be subject to a Government background investigation and must meet eligibility and suitability requirements.*"

The Contractor shall verify the applicant's current home address, telephone number(s), prior work experience and answer delinquent debt-related issues that may potentially disqualify an applicant from consideration for employment on a DEA contract.

In accordance with DEA Clause 2852.204-78, the Contractor shall submit prescribed information on employees supporting DEA contracts in the Contractor Personnel Reporting Requirement ("CPRR") Template located on the Special Contractor Reporting Requirements page of www.DEA.gov.

The Contractor shall ensure that all public trust related forms and questionnaires are filled out correctly and completely. The Contractor shall respond to the COR/TM's request for additional information or documents regarding the background investigation within fourteen (14) calendar days, unless the COR/TM provides a written extension. *Failure to submit the requested information or documents within fourteen (14) calendar days will cause the entire package to be rejected and it will be returned to the Contractor without any further action.*

Applicants whose background investigations result in a determination of unsuitable or are otherwise determined unfavorable based on derogatory information shall be removed from further consideration for performance on this or any DEA contract. DEA reserves the right to refuse the services of and/or terminate any Contractor employee or applicant who is or may be judged an unacceptable risk. The COR/TM will inform the Contractor in writing of any objections concerning specific applicants and personnel, but is not permitted to provide specific information due to the FOIA/PA.

A determination by DEA that a person is not suitable to perform work under this contract is not a denial, suspension, or revocation of a previously granted security clearance or access by another agency. The DEA determination shall not be interpreted as a direction or recommendation to the Contractor regarding the suitability of an affected individual for employment outside the scope of DEA.

If a Contractor's employee does not perform any work under the Contract for a period of twenty-four (24) months after ISR has issued a favorable adjudication, the Contractor's employee will be required to submit a new application package to the COR/TM and will need a new favorable adjudication before he or she can perform any work under the contract.

B. CONTRACTOR'S SECURITY OFFICER:

The Contractor shall establish and maintain a security program to ensure that all requirements set forth in this document are accomplished efficiently and effectively. The Contractor shall designate a Security Officer and an Alternate Security Officer, in case of the primary Security Officer's absence, with the authority and responsibility to perform screening for public trust positions.

IV. DOCUMENT REQUIREMENTS¹

The Contractor shall complete and submit all mandatory documents to the COR/TM. The completed documents will be used by ISR to initiate the background investigation conducted by OPM or to supplement the background investigation previously conducted by the U.S. Department of Defense/Defense Security Service (DOD/DSS) or other U.S. Government agency. The Contractor is cautioned to only submit the type and number of documents required.

All required documents shall be submitted to the COR/TM in paper format. Required documents must not be stapled, fastened or otherwise bound together; a paper clip or binder clip will suffice. Insert each applicant's documents in a separate envelope with the name of the Contractor, contract number and the applicant's full name and labor category on the front of the envelope. Submit the completed documents to the COR/TM at the address provided, via hand delivery, FedEx, UPS, Express Mail, Registered Mail or Delivery Confirmation. The Contractor should maintain a record of delivery and receipt.

A. MANDATORY DOCUMENTS:

Contract Employee's Authorization to Conduct Agency-Specific Record Checks (February 2009)	<ul style="list-style-type: none">▪ This form will be used to supplement criminal record checks previously conducted by DOD/DSS
Drug Use Statement (March 2015)	<ul style="list-style-type: none">▪ This form is required and must be completed in its entirety.▪ Prior editions are no longer acceptable
Release—Fair Credit Reporting Act of 1970, as amended	<ul style="list-style-type: none">▪ This form is required in addition to the DOJ-555

¹ Click on "DEA Clearance Forms and Special Contractor Reporting Requirement" at www.justice.gov/dea/resource-center/doing-business.shtml.

<p>Applicant Fingerprint Cards (FD-258) <i>(DO NOT BEND, FOLD, HOLE PUNCH, STAPLE, OR OTHERWISE MUTILATE THE FINGERPRINT CARDS)</i></p>	<ul style="list-style-type: none"> ▪ Three (3) blank fingerprint cards (blue text on white card stock) must be obtained from the COR; the cards are not available electronically. All three fingerprint cards must have original signatures in black or dark blue ink. ▪ The fingerprints may be taken by DEA personnel, the Contractor’s Security Officer, at a police/sheriff’s department, a local FBI office, or a commercial facility. DEA will not reimburse fees charged by organizations to take the fingerprints ▪ The Contractor shall ensure that the applicant’s fingerprint cards are authentic, legible, and complete to avoid processing delays.
<p>Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act Department of Justice Form DOJ-555 (Revised Oct. 2008)</p>	<ul style="list-style-type: none"> ▪ The Contractor shall provide a written notice/release to the applicant that a credit report may be used for employment purposes. The applicant must sign and date the notice/release and submit it to the Contractor before the credit report is obtained. A copy of the signed notice shall be submitted to ISR with the DOJ-555. ▪ The “Current Organization Assigned” is the Contractor’s corporate name and the DEA Division/Office for the contract.
<p>Questionnaire for Public Trust Positions (SF-85P)</p>	<ul style="list-style-type: none"> ▪ Original signatures in black ink on Pages 7 and 8. ▪ The SF-85P may be typed or legibly printed by hand. The date of the applicant’s signature on the SF-85P must not be more than thirty (30) calendar days old when submitted to the COR/TM. ▪ Applicants may make changes, updates, corrections or supplement information on the SF-85P by initialing all changes, supplementing with plain paper and providing their name, social security number, and signature. ▪ If there are no changes since the date the SF-85P was signed originally, the applicant may re-sign and re-date the SF-85P with the notation, “No changes.” ▪ The applicant should retain a copy of the SF-85P to aid in subsequent completion of the on-line e-QIP version. ▪ <i>DO NOT SUBMIT THE INSTRUCTION PAGES.</i>

<p align="center">Supplemental Questionnaire for Selected Positions(SF-85P-S)</p>	<ul style="list-style-type: none"> ▪ Original signatures in black ink. The SF-85P-S may be typed or legibly printed by hand. The date of the applicant’s signature on the SF-85P-S must not be more than thirty (30) calendar days old when submitted to the COR/TM. Applicants may make changes, updates, corrections or supplement information on the SF-85P-S by initialing all changes, supplementing with plain paper if necessary and providing their name, social security number, and signature. Original signatures in black ink. ▪ If there are no changes since the date the SF-85P-S was signed originally, the applicant may re-sign and re-date the SF-85P-S with the notation: “No changes.” ▪ The applicant should retain a copy of the SF-85P-S to aid in subsequent completion of the on-line e-QIP version.
<p align="center">OF-306 Declaration of Federal Employment</p>	<ul style="list-style-type: none"> ▪ Document used to assess fitness for federal contract employment. ▪ If an applicant has been previously issued a Top Secret, Secret or Confidential clearances by DOD/DSS, this document is not required.

B. OPTIONAL DOCUMENTS:

<p align="center">Verification of Defense Security Service/Joint Personnel Adjudication System (JPAS) Form on Contractor’s Letterhead</p>	<ul style="list-style-type: none"> ▪ This form is required only for applicants with Top Secret, Secret or Confidential clearances previously issued by DOD/DSS. A JPAS Verification is considered current based on the date of investigation, not the date the DOD/DSS issued the clearance. ▪ A JPAS Verification Letter for an Interim Clearance will be accepted provided that the date the Interim Clearance was granted is not more than one (1) year from the date of submission to DEA. A copy of the final clearance shall be provided to the COR/TM upon receipt. The COR/TM will forward the final clearance to DEA Headquarters/Personnel Security Section. ▪ Do not submit a JPAS Verification Letter that shows: Loss of Jurisdiction; Declination; Discontinued; Cancelled; Denied; Revoked; Suspended; or any other terminology which indicates the applicant does not have a current clearance or current clearance eligibility.
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<p style="text-align: center;">Loyalty Oath</p>	<ul style="list-style-type: none"> ▪ This form is required only if the applicant is a U.S. citizen, by birth or naturalized, and has <i>dual citizenship</i> with a foreign country.
<p style="text-align: center;">Foreign National Relatives or Associates Statement</p>	<ul style="list-style-type: none"> ▪ This form is only required if the applicant has foreign national relatives or associates, regardless of whether the foreign national relatives or associates reside in the United States or a foreign country. Do not include foreign-born relatives or associates who are United States citizens.
<p style="text-align: center;">U.S. Citizenship Certificate of Naturalization or U.S. Passport</p>	<ul style="list-style-type: none"> ▪ This document may be either a current or previous U.S. Passport. ▪ <u>NOTE:</u> The National Industrial Security Program Operating Manual, DOD Directive 5520.22-M, Section 2-206, authorizes the Contractor to require each applicant who claims U.S. citizenship to produce evidence of citizenship. However, some naturalized U.S. citizens may be reluctant to photocopy the Certificate of Naturalization or U. S. Passport due to the prohibition printed on the front of the certificate. In those cases, an official of the Contractor's company or a DEA employee may personally view the Certificate of Naturalization or U. S. Passport and sign a statement verifying that the individual is a U.S. citizen.
<p style="text-align: center;">Report of Birth Abroad of a Citizen of the United States, or a Certificate of Citizenship U.S. Department of State form FS-240, FS-545 or DS-1350.</p>	<ul style="list-style-type: none"> ▪ This form is only required if the applicant's U.S. citizenship was acquired by birth abroad to a U.S citizen parent or parents.
<p style="text-align: center;">Debtor's Declaration and Trustees quarterly statement</p>	<ul style="list-style-type: none"> ▪ For pending bankruptcy matters, one (1) copy of the Debtor's Declaration and the Trustee's most recent quarterly payment statement. For either Chapter 7 (Liquidation) or Chapter 13 (Individual Debt Adjustment) bankruptcies filed within the past ten (10) years, submit the Order of Discharge.
<p style="text-align: center;">Proof of satisfactorily resolving a delinquent debt issue(s).</p>	<ul style="list-style-type: none"> ▪ Provide document evidencing satisfaction of the obligation. Typically this is a signed letter from the debtholder or credit bureau verifying that the delinquent debt has been resolved.

C. QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS (SF-85P) AND SUPPLEMENTAL QUESTIONNAIRE FOR SELECTED POSITIONS (SF-85P-S):

Barring any questionable or disqualifying information prior to approval of the waiver, ISR will establish an e-QIP account for the applicant on the OPM's website www.opm.gov. ISR will then e-mail an "invitation" to the applicant with instructions on logging into the OPM website and completing the Questionnaire for Public Trust Positions (SF-85P) and Supplemental Questionnaire for Selected Positions (SF-85P-S), in e-QIP for electronic transmission directly to ISR. The Contractor's Security Officer will receive a copy of the applicant's e-QIP invitation.

The applicant will have fourteen (14) calendar days from the e-Qip "invitation" email to complete and electronically transmit the e-QIP version of the SF-85P and SF-85P-S, sending by fax the signed signature pages directly to ISR or sending by email the signed signature pages as PDF attachments directly to the ISR email address provided in the e-QIP invitation. If an applicant has not completed the SF-85P and SF-85P-S in e-QIP by the 14th calendar day, ISR will notify the COR/TM to advise the Contractor and determine the reason. An extension will be granted only with the COR/TM and ISR's approval. *Failure to comply with the 14 calendar days will cause the entire package to be rejected and returned to the Contractor without any further action.*

ISR will review and approve or reject the SF-85P and SF-85P-S. If approved, ISR will transmit the SF-85P and SF-85P-S to OPM electronically to schedule the background investigation. At the DEA's discretion, ISR may grant a waiver valid for a six (6) month period when OPM has scheduled the background investigation. *A waiver will not be granted until OPM has scheduled the background investigation.*

If the SF-85P is rejected, ISR will notify the applicant and the applicant will be provided five (5) calendar days from the date of notification to correct and transmit the required documentation.

D. APPLICANTS WITH CURRENT PUBLIC TRUST OR SECURITY CLEARANCES:

If the applicant has a favorable *Public Trust Suitability Determination* by another U.S. Government agency or a Defense Security Service ("DOD/DSS") security clearance, a copy of the document should be submitted to the COR/TM. The Determination must indicate the type of background investigation conducted and the date it was completed. The background investigation must have been completed no longer than five (5) years prior to the date it is verified by DEA. The initiation of a new background investigation through the submission of an SF-85P and SF-85P-S in e-QIP will not be required unless DEA ISR determines a more in-depth background investigation than the one previously conducted is needed. The COR/TM will notify the contractor if a new background investigation is necessary.

Fingerprint cards; Loyalty Oath; Foreign National Relatives or Associates Statement; and Verification of U.S. Citizenship forms are not required when:

1. the applicant has a current DOD/DSS clearance and a JPAS Verification Letter is provided; or
2. the applicant has favorable Public Trust Suitability Determination by another U. S. Government agency. One (1) copy each of the SF-85P Questionnaire for Public Trust Positions and SF-85P-S, Supplemental Questionnaire for Selected Positions is still needed.

V. DISQUALIFYING FACTORS

Issues may surface concerning approval or retention of a Contractor's applicant or employee that are not addressed in this contract. If there is any doubt regarding the suitability of an applicant or employee, the individual will not be approved for assignment to this or any DEA contract.

Suitability is a requirement for employment on a DEA contract as it concerns an individual's conduct, character, reputation, reliability, trustworthiness and/or loyalty to the United States. To be suitable, an individual's assignment or continued assignment on a DEA contract must be reasonably expected to accomplish DEA's mission.

Any one or more of the following factors—as disclosed on the SF-85P and SF-85P-S, in a personal interview with the applicant, or as part of the background investigation—are grounds for **mandatory disqualification** for assignment on a DEA contract and from further consideration for any type of assignment or employment involving DEA. The Contractor is responsible for interviewing each applicant and reviewing the complete public trust package using the following criteria. If relevant mandatory disqualification information is obtained, the requested package should **not** be submitted to DEA until the disqualifying information is favorably mitigated.

A. **CRIMINAL RECORD:**

1. conviction resulting from a felony charge(s), regardless of when the conviction occurred;
2. multiple misdemeanor convictions, regardless of when the convictions occurred;
3. one or more arrests and/or misdemeanor convictions for possession of an illegal drug(s) or for being under the influence of an illegal drug(s);
4. pending indictments or pending criminal charges, regardless of whether the charge(s) is a felony or misdemeanor; and/or
5. currently serving a period of probation resulting from a criminal conviction, regardless of whether the conviction is for a felony or a misdemeanor charge.

B. **ILLEGAL DRUG USE:**

DEA's mission is to enforce the Controlled Substances Act, 21 USC 801 *et seq.* The illegal use of drugs by any of its personnel, including contractor personnel, may adversely affect the performance of its mission, create a danger to the public safety, expose the agency to civil liability, jeopardize criminal investigations and prosecutions, lead to corruption, or undermine public confidence. Because of its law enforcement responsibilities and the sensitive nature of its work, DEA has a compelling obligation to ensure a workplace that is free of illegal drugs.

Applicants who are found, through investigation or personal admission, to have experimented with or used narcotics or dangerous drugs, except those medically prescribed, *may* be disqualified for employment on a DEA contract. Disclosed drug use will be decided on a case-by-case basis. **Experimental use or use of any narcotic or dangerous drug, including marijuana, after employment on a DEA contract is cause for removal.**

C. **FALSE STATEMENTS:**

A false statement is the deliberate omission, concealment, or falsification of relevant and material facts from any personnel security questionnaire, personal history statement, or similar form or interview used to conduct investigations, determine employment qualifications, award benefits or status, such as:

1. altering the condition of discharge on military documents;
2. altering college transcripts;
3. falsely completing or failing to disclose information on the SF-85P and SF-85P-S or any other documents used in the background investigation process; and/or

4. conflicting statements of drug use, either on the SF-85P and SF-85P-S, on the Drug Use Statement, or during the background investigation.

D. DEBT- RELATED ISSUES:

Debt-related issues are the most prevalent derogatory issues found during background investigations and cause delays in the adjudication process. The Contractor is encouraged to obtain the applicant/employee's credit report and have all potentially disqualifying issues mitigated prior to submitting the requested applicant package to DEA for processing.

The terms indebtedness, delinquent debt, and debt related issues mean lawful financial obligations that are just debts that are past due. Debt related issues raise a number of suitability and security concerns that an individual must satisfactorily resolve before an affirmative adjudicative decision can be made.

Each applicant's indebtedness will be reviewed on an individual basis. Court imposed judgments, defaulted student loans, and other delinquent financial obligations imposed by law (e.g., child support payments, Federal, state, or local taxes) are matters of serious concern. *The mandatory disqualification policy applies to those applicants who cannot satisfactorily document their efforts to repay student loans or to pay child support, taxes, or judgments.*

In order to comply with the Fair Credit Reporting Act of 1970, as amended (15 U.S.C. 1681, *et seq.*) the Contractor must carefully adhere to the following guidelines. The Contractor must obtain a credit report for accounts in the applicant/employee's name only. *Do not obtain a credit report for joint accounts* This will be a "personal report for employment purposes."

The Contractor shall provide a written notice/release to the applicant/employee that a credit report may be used for employment purposes. The applicant/employee shall sign and date the notice/release and provide it to the Contractor before the credit report is obtained by the Contractor. The Contractor is not authorized to obtain a credit report prior to receipt of the signed notice/release. This signed notice/release is required in addition to the form DOJ-555, Disclosure and Authorization Pertaining to Consumer Reports, Pursuant to the Fair Credit Reporting Act. A copy of the signed notice/release shall be submitted to DEA with the DOJ-555.

The Contractor shall not take adverse action against the applicant/employee, based in whole or in part upon the credit report, without first providing the applicant/employee a copy of the credit report and a written description of the applicant/employee's rights as described under Section 1681g of Title 15 U.S.C.

If a potentially disqualifying debt-related issue surfaces that the applicant/employee omitted from the SF-85P, Questionnaire for Public Trust Position or SF-85P-S, Supplemental Questionnaire for Selected Positions, the requested forms should not be submitted to DEA unless the applicant/employee can provide mitigating information that clearly explains the omission and how the issue will be satisfactorily resolved.

E. ALLEGIANCE TO THE UNITED STATES:

Evidence of activities developed during the background investigation that would bring the applicant's allegiance to the United States into question, such as:

1. involvement in any act of sabotage, espionage, treason, terrorism, sedition, or other act whose aim is to overthrow the Government of the United States or alter the form of government by unconstitutional means; and/or
2. foreign influence or preference.

F. PERSONAL CONDUCT:

Evidence of any of the following activities developed during the background investigation relative to the applicant's conduct and integrity, such as:

1. reliable, unfavorable information provided by associates, employers, coworkers, neighbors, and other acquaintances;
2. infamous, dishonest, immoral, or notoriously disgraceful conduct, habitual use of intoxicants to excess, drug addiction, or sexual perversion. *Sexual behavior is a concern if it involves a criminal offense, indicates a personality disorder or emotional disorder, subjects the applicant to coercion, exploitation, or duress, or reflects lack of judgment or discretion. Sexual orientation or preference may not be used as a basis for, or a disqualifying factor in determining a person's suitability;*
3. illness, including any mental condition, the nature of which in the opinion of competent medical authority may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case;
4. any facts which furnish reason to believe that the applicant may be subjected to coercion, influence, or pressure which may cause him/her to act contrary to the best interest of DEA;
5. association with persons involved in criminal activity;
6. current or recent history of continuing alcohol or prescription abuse;
7. misuse of information technology systems; and/or
8. misconduct or negligence in the workplace.

A determination by DEA that a person is not suitable to perform work under the contract is not a denial, suspension, or revocation of a previously granted security clearance by another agency, nor shall it be interpreted as a direction or recommendation to the Contractor regarding the suitability of an affected individual for employment outside the scope of DEA.