CLASSIFIED POSITIONS—DEA CONTRACTOR SECURITY REQUIREMENTS FOR ACCESS TO **TOP SECRET WITH SENSITIVE COMPARTMENTED INFORMATION (SCI) ACCESS**

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 agreements ("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-2852.204-91) and the On-Site Contractor Responsibilities document (attached hereto as Exhibit).

I. GENERAL

For consideration to work under the contract, the Contractor must hold a current Facility Clearance at the **TOP SECRET WITH SENSITIVE COMPARTMENTED INFORMATION (SCI)** or INTERIM Top Secret level through the U.S. Department of Defense/Defense Security Service (DOD/DSS). The applicant must hold National Security Information ("NSI") eligibility, issued by DOD/DSS at the TOP Secret with SCI or Interim Top Secret with SCI level. Accordingly, requests for personnel security background investigations and adjudication of eligibility for security clearances shall be performed through DOD/DSS. DEA will provide Form DD-254, Department of Defense, Contract Security Classification Specification, as part of this contract.

DEA's Office of Security Programs/Personnel Security Section ("ISR") may accept background investigations by any federal agency through reciprocity 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. DEA will conduct record checks to supplement and update the DOD/DSS background investigation for all Contractor personnel to be assigned to this contract and those officials of the company who will be directly involved in any aspect of management of the assigned personnel.

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 **TOP SECRET** National Security Information **prior** to working on any DEA contract.

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 regarding all personnel suitability issues. The COR/TM will communicate with an applicant on a personnel suitability only when communicating through the Contractor would violate the applicant's rights under Freedom of Information Act (FOIA)/Privacy Act (PA).

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) and shall 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.

The Contractor shall ensure that all security related forms and questionnaires are filled out correctly and completely. All forms must be signed, dated and submitted to the COR/TM within fourteen (14) calendar days. *Personnel security packages with incomplete documentation will be rejected and returned to the Contactor without any further actions.*

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.

ISR's request for additional information or documents regarding the background investigation shall be responded to within fourteen (14) calendar days, unless the COR/TM provides a written extension. *Failure to submit the requested information or documents within the fourteen (14) calendar days will cause the entire package to be rejected and returned to the Contractor without any further action.*

DEA reserves the right to refuse the services of and/or terminate any Contractor employee or applicant who is or may be judged a security 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.

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. DOCUMENTATION REQUIREMENTS[1]

The Contractor shall complete and submit all mandatory forms to the COR/TM. The completed documents will be used by DEA to supplement a background investigation previously conducted by the DOD/DSS or other U.S. Government agency. The Contractor is cautioned to only submit the type and number of documents required.

All mandatory documents shall be submitted to the COR/TM in paper format. The COR/TM shall prepare a request for submission to DEA's ISR.

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 previously conducted and current background investigation that was favorably adjudicated by the DOD/DSS will be accepted and supplemented with criminal record checks conducted by DEA. The Contractor's transmittal letter to DEA must indicate the applicant has a security clearance through DOD/DSS. In order for DEA to accept an interim or temporary clearance, DEA must:

1. receive a copy of the existing security questionnaire form that was submitted for the interim or temporary clearance; and
2. conduct a new fingerprint check, and if warranted, a credit check.

If questionable or derogatory information surface as a result of the security questionnaire review, fingerprint or credit checks, DEA must discontinue review of the proposed contractor and wait for DOD/DSS to complete its investigation and/or adjudication and grant the final clearance.

If the applicant has a favorable NSI determination by another U.S. Government agency, 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 COR/TM will notify the contractor if a new background investigation is necessary.

The security suitability standards defined in Executive Order 12968 shall apply. Applicants whose supplemental record checks result in a determination of unsuitable or are otherwise determined unfavorable based on derogatory information shall be removed from further consideration for performance under this or *any* DEA contract. DEA reserves the right to refuse the services of and/or terminate the access of any Contractor employee or applicant who is or may be judged a risk. The COTR/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.

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

A. MANDATORY DOCUMENTS:

Contract Employee's Authorization to Conduct Agency-Specific Record Checks (February 2009)	▪ This form will be used by DEA to supplement criminal record checks previously conducted by DOD//DSS.
Verification of Defense Security Service/Joint Personnel Adjudication System (JPAS) Form on Contractor's Letterhead	▪ Required for applicants who hold Top Secret clearances previously issued by DOD/DSS. A JPAS Verification is 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 ISR. ▪ 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.
Applicant Fingerprint Cards (FD-258) **(*DO NOT BEND, FOLD, HOLE PUNCH, STAPLE, OR OTHERWISE MUTILATE THE FINGERPRINT CARDS*)**	▪ Fingerprint submission is only required for applicants who hold an **Interim** clearance. ▪ 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.
Drug Use Statement (Revised March 2015)	▪ This form is required and must be completed in its entirety. ▪ Prior editions are no longer acceptable.

Questionnaire for National Security Positions (SF-86)	▪ SF-86 submission is only required for applicants who hold an **Interim** clearance. ▪ The SF-86 submitted to DEA must be a copy of the SF-86 submitted electronically through the Electronic Questionnaire for Investigations Processing ("e-QIP") for the Interim clearance. The SF-86 must be submitted electronically through the Electronic Questionnaire for Investigations Processing ("e-QIP").

V. DISQUALIFYING FACTORS

Issues may surface concerning security 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-86, 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 clearance 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-86 or any other documents used in the background investigation process; and/or
4. conflicting statements of drug use, either on the SF-86 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.

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-86, Questionnaire for National Security 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:

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.