

# OUC Contractor Security Policy

## **CRIMINAL BACKGROUND CHECK AND BADGING**

As part of the security clearance process, all contractor's personnel that will be working on OUC's properties for a total of more than 14 calendar days (consecutive or non-consecutive) will require a background check, as determined by the guidelines contained in this policy. Also, the OUC Security Department and/or the OUC designated representative reserves the right to require a background check and follow up based on the circumstances of a particular contract, including but not limited to those certain contracts that by their nature may require access to OUC's information technology system(s). Any background check under this policy will cover a minimum of the immediate seven (7) year period prior to the date of the application for the OUC access badge or photo identification, or prior to the start date of work to be performed under the above stated type of contract. This background check procedure requires that the contractor's employee be background checked in the states and/or countries where they have lived or worked in for the past seven (7) years preceding their application for an OUC access badge or photo identification, or the past seven (7) years prior to the start of work pursuant to a contract that OUC determined to require a background check pursuant to this policy.

An OUC badge will not be issued to individuals who will be on-site for a total of 14 calendar days or less (consecutive or non-consecutive 14 day period per any one OUC project). Said individuals who will be on-site for a total of 14 calendar days or less need to sign in and out at the security desk using their company identification and government issued photo identification. All contractor's employees and visitors who are not cleared through a background check and who do not receive an OUC badge, but who will be on OUC property, may be required to be escorted by an approved OUC representative, while on OUC property.

OUC will conduct all background checks for each of the contractor's employees assigned to OUC prior to on-site work or prior to the start of work under those above stated contracts. The contractor will receive a secure link to OUC's background check vendor. The contractor, or the contractor's employee, will complete the documents in this link. These documents will include the appropriate disclosure(s) required by law, including those under the Fair Credit Reporting Act, and to electronically sign and complete the release form allowing OUC's background check company to perform the appropriate therein designated background check(s) for the contractor's designated personnel. OUC reserves the right to otherwise designate the method by which the forms authorizing the performance of the background checks may be provided for execution and the method by which the required disclosure documents may be provided. The contractor will be responsible for the cost associated with the background check.

Each of the contractor's employees being background checked by OUC must electronically or physically sign the OUC authorization form(s), authorizing OUC, and/or OUC's designated background check vendor, to conduct the background check. Failure to execute same may result in OUC declining to allow contractor's employee(s) access to any OUC property or asset.

It is to be understood by the contractor, and the contractor's employees, that OUC's evaluation of the background information is solely for deciding whether to grant the contractor's employee access to OUC facilities for work related purposes. OUC reserves the right, in its sole discretion, to deny access to OUC's property or assets for any of the contractor's personnel based on an inadequate background check or due to the lack of sufficient or acceptable background information.

OUC may require that additional background information be obtained from a contractor's personnel who have had one or more felony arrests and/or convictions. Likewise, criminal background checks that show a pattern of arrests and/or convictions for violence, larceny, illegal drug sales or similar acts may require additional information to determine whether access to OUC's property or assets will be issued. Generally, the information sought will involve the underlying facts and circumstances that led to the arrest(s) and/or conviction(s). The information may be obtained by interviewing said personnel or by having said personnel provide copies of arrest reports, incident reports, clerk of court case disposition documents, court documents, etc.

Based on OUC's review of the results reported in the background check records, OUC may deny a contractor's personnel access to OUC's property or assets, regardless of the outcome of any criminal proceedings. OUC may deny access to a contractor's personnel who fail to cooperate fully in the process.

All identification/access badges issued by OUC are the property of OUC and must be immediately returned under the following conditions: (1) upon expiration; (2) when job function no longer requires use; (3) upon completion of the contract (4) upon contract employee's separation of employment; (5) if contract employee is convicted of, or found guilty of any criminal offense which is disqualifying under OUC's background criteria; and (6) upon demand of OUC. Any misuse of, or willful failure to return, an OUC issued identification/access badge may be subject to civil and/or criminal prosecution, as appropriate. A fee will be charged to replace a lost/stolen or otherwise unaccounted for badge.

The Contractor shall notify and return all identification/access badges to OUC immediately after the Contractor's employee(s) badge expires and/or whose work is terminated. If badges are not returned, the Contractor will be charged \$100.00 per each non-returned badge. OUC may withhold final payment to the Contractor for work performed under the Contract until all identification/access badges have been surrendered or the \$100.00 per badge charge has been paid to OUC.