

REQUIREMENTS FOR INSTALLER EMPLOYEE AND SUBCONTRACTOR BACKGROUND CHECKS

The requirements set forth below shall apply to any services to be performed by Installer under the Agreement. The individuals who will perform the services under the Agreement, including employees, principals, and subcontractors are referred to herein as “Installer Employees.”

These requirements for background checks represent the minimum requirements for Installer, to be undertaken at Installer’ expense, excluding the cost of IICs and HPCs background checks. Additional requirements may be deemed appropriate by the Compact or Installer, or may be required by law, regulation, or other bodies having jurisdiction over the services or Installer. Installer must comply with any such additional requirements as are known or should reasonably be known by it.

To the extent Installer finds that any background check requirements are in conflict with State or Federal statutes, collective bargaining agreements, or other issues that would prohibit compliance, Installer should notify the Compact so that Installer and the Compact may discuss appropriate resolution of the issue.

Installer must complete a background check before any Installer Employee begins work under the Agreement, whether brought on at the outset of the Agreement or at any other point in the Agreement term. An Installer Employee may only begin work under the Agreement in advance of the completion of background checks with the written approval of the Compact setting forth the number of calendar days for such allowance.

Installer must be able to evidence that it has verified the identification of all Installer Employees working for the Compact and that all such individuals are legally eligible to work in the country where the services are to be performed.

Installer must ensure that all Installer Employees working under the Agreement are subjected to a criminal history background check. Such checks must be conducted on all names, including alias names that are provided or developed, and include County, State and Federal checks based on jurisdictions of work and residence for the past 7 years, as well as international jurisdictions, if available. All checks must include both misdemeanors and felonies. If the Installer has had a pre-employment criminal history check process in place and can provide documented evidence to the Compact that Installer Employees working under the Agreement have been subjected to equivalent criminal history check, then additional checks are not necessary. If Installer Employee has a felony or misdemeanor criminal record, the Compact reserves the right, in accordance with Section 2.4 (Staffing; Background Checks) of the Agreement, to require Installer to remove such Installer Employee from the work site. If at any time during the term of the Agreement, Installer becomes aware of information concerning a criminal conviction of Installer Employee that would fit the above criteria for reporting to the Compact, Installer shall forward this information to the Compact and the Compact shall determine whether to remove the Installer Employee from the work site.

All Installer Employees required to operate a motor vehicle in conjunction with services provided to the Compact must be legally licensed and hold a valid driver's license appropriate to the vehicle being driven. This requirement applies to both Installer-owned or leased vehicles and the Compact's owned/leased vehicles. If applicable, a motor vehicle driving record check to include a commercial driver license search must be annually conducted by Installer to validate this requirement.

Installer must maintain a record of all background checks completed in accordance with these requirements and correspondence with the Compact regarding background checks performed during the term of the Agreement and shall make all such records available to the Compact upon reasonable notice.

If it is determined at any time during the term of the Agreement that Installer Employee performing services for the Compact does not meet the background qualifications set forth above, or has falsified a document that is or was part of the background check, Installer shall immediately notify the Compact. The Compact will determine if the Installer Employee should be removed from the work site.

In the event Installer would like to utilize Installer Employee to provide services under the Agreement despite adverse findings from any background check performed in accordance with these requirements, Installer must submit a request in writing to the Compact, or its designee. The Compact shall evaluate all relevant background information and, in its sole discretion, shall make a determination whether the Installer Employee should be allowed to perform services under the Agreement, and shall provide its determination in writing to Installer.

The Compact reserves the right to perform, at its sole cost, audits of Installer's background check program and records for any Installer Employee performing services under the Agreement.

The Compact reserves the right to revise these requirements at any time during the term of the Agreement, which Installer must comply with. Any revisions to these requirements will be provided in writing to Installer.

Upon written request of Installer, the Compact, in its sole discretion, may provide Installer with a written modification or waiver of any of any of the background check requirements marked above.