

## Attachment 2

**Background Check Requirements****Requirements**

As set forth below Contractor shall be obligated to undertake and complete the following background checks for each Candidate it proposes after such Candidate has been tentatively selected by the Authorized User but prior to the start of the engagement. The Contractor's cost for performing background checks shall be compensated as per the agreed upon pricing listed in the Contract. Background checks are required for all Job titles which are performed in person, including Lots 1, 2, 4, 5, 7, 8, 9, 10, and 11. All Lot 3 and Lot 6 titles do not require background checks.

At the discretion of the Authorized User, a replacement Candidate may begin work before the background check is completed, if there is the issuance of a written waiver by the Authorized User to the Contractor.

If the Candidate's Master File contains educational background verification and social security number verification, then these items may be omitted from the initial background check at the discretion of the Authorized User. If the Master File contains employment verification from previous engagements with the State, then employment verification is only required to be updated going back to the previous verification included in the Master File.

**A. Background Check**

- (1) When a Contractor proposes a Candidate, any previously completed background check shall be furnished with such Candidate's resume and Master File at the time of proposal. If the Authorized User tentatively selects such Candidate, and the prior background check was completed more than six months before the Authorized User's tentative selection, then the Contractor shall perform an updated background check and provide the results thereof to the Authorized User. If there was no previous background check, the Contractor shall perform a complete background check and provide the results thereof to the Authorized User.
- (2) The Contractor is responsible for completing background checks on each Candidate prior to such Candidate beginning work. The completion of a background check of a given candidate shall not provide a given candidate with clearance to secured areas. A Contractor is required to maintain records of background checks for the Contract term, to include them in the Candidate's Master File, and make such records available to the State when requested.
- (3) At a minimum, the background check must include the following steps:
  - i. Undertaking a criminal history record check including a) a national criminal history check, and b) state and county criminal checks using the NYS Office of Court Administration (NYSOCA) and comparable searches of states where the person lived, worked or attended school during the past five years. In the alternative, a Contractor may elect to obtain the record of convictions from NYSOCA directly and from their equivalents from other states where the person lived, worked or attended school during the past 5 years;
  - ii. For positions in which the Candidate may be working directly or indirectly with minors, the elderly, or incapacitated individuals, determine if the Candidate is listed on the NYS Sex Offender Registry. The Authorized User is responsible for communicating these circumstances to the Contractor;
  - iii. Verification of previous employment for the past five years;
  - iv. Verification of educational background;
  - v. Verification of social security number and U.S. citizenship or legal resident status;
  - vi. For Lot 11 job titles where driving a vehicle may be a job requirement, review of the NYS Department of Motor Vehicles driving records; and
  - vii. Any other check requested by the Authorized User as necessary.

After the completion of the background check, the Contractor shall provide the results to the Authorized User. The Authorized User shall review the information and make a determination about the suitability of the Candidate for the position in accordance with the relevant statutory and contractual provisions.

**B. Employee Removal**

If a Contractor becomes aware that any Employee it has provided to work for an Authorized User under an OGS contract becomes a potential unacceptable risk to the State, the Contractor shall immediately notify the Authorized User, and jointly decide if it is necessary to remove that Employee from the site. If an Employee is removed, the Contractor will notify OGS that such a removal has taken place, and propose a qualified substitute Candidate. An Authorized User may waive the removal of an Employee by providing a written waiver to the Contractor. Should an Authorized User find an Employee to be an unacceptable risk to the State, the Authorized User shall notify the Contractor and may request that the Contractor provide a replacement Candidate.