

Service • Efficiency • Value

Janet Phipps, Director

Amendment Six CAI-DAS Master Agreement #4080F Effective 7/1/17

1. Background Checks.

- a. Contractor shall conduct a national background check on any and all IT staff selected by the State for assignment via the VMS Contract. The national background check is in addition to any agency-specific background check or any other check(s) as may be required for the applicable position. Contractor shall be responsible for payment of all costs associated with any such background or other check(s). Contractor shall provide the State with the background check results in a mutually agreeable form and manner prior to any IT staff beginning any assignment.
- b. Agency or its designee reserves the right to subject any IT staff to additional background check requirements, at any time, which may be conducted by Agency or its designee directly, including but not limited to:
 - i. DCI criminal screening, fingerprinting, and a national criminal history check through the Federal Bureau of Investigation, and checks at local law enforcement agencies where the individual lived, worked and/or attended school within the previous five (5) years. The criminal records check is a name-based and fingerprint-based criminal history records check using the Federal Bureau of Investigation's National Crime information Center (NCIC) and the Integrated Automated Fingerprint Identification System (IAFIS) database and state repository records on each applicant and employee to determine if a criminal history exists.
 - ii. Any other background check requirement required by applicable law, rule, or regulation.

2. E-Verify.

- a. The State may require that the Contractor and/or Subcontractor utilize e-Verify employment eligibility verification of IT staff selected for engagement in order to comply with contractual requirements. Contractor and/or Subcontractor will be responsible for all costs associated with the usage of e-Verify. Contractor shall provide the State with the results of this process in a mutually agreeable form and manner prior to any IT staff beginning any assignment.
- b. Contractor must maintain valid Visas for any of its employees for whom a Visa is required. Any failure to do so will result in removal of the employee and may result in the cancellation of this Contract.

3. Applicability.

All restrictions, obligations and responsibilities of the Contractor under this Amendment shall also apply to the subcontractors, agents, affiliates, or other third parties providing Services or Deliverables on Contractor's behalf under this VMS Contract, and Contractor shall include the terms and conditions in this Amendment in all of its subcontracts. The State shall have the right to request the removal of any subcontractor, agent, affiliate, or other third party from the Contract for a violation of the terms of this Amendment.