



**Service Provider
Background Check Agreement**

Whereas, Trinity University has retained the services of _____ (“Service Provider”) for the purpose of _____.

As a condition of this contract, Service Provider agrees to certify that any of its employees, independent contractors or agents who will be performing services for the benefit of Trinity University, will have successfully completed a background check in accordance with this policy, as defined below. Service Provider further agrees to check the references and job history of any of its employees, independent contractors or agents who will be performing services for the benefit of Trinity University.

COMPLIANCE WITH APPLICABLE LAWS

Service Provider agrees to comply with the federal Fair Credit Reporting Act and any applicable state laws in obtaining any references and/or background checks required under this contract.

NO ASSIGNMENT

Service Provider further agrees that it will not assign any employees, independent contractors or agents to Trinity University who have not successfully completed a job history check, reference check, and background check as required by this policy. Service Provider further agrees that it will immediately remove any employees, independent contractors or agents who are performing services for the benefit of Trinity University who have not successfully completed a job history check, reference check, and background check as required by this policy. Upon such removal, Service Provider shall notify Trinity University of the action but, in the interest of privacy, need not specify the underlying conduct that gave rise to the removal.

REQUIRED BACKGROUND CHECKS

Personal History Verifications

Service Provider agrees to verify the references and job history of its employees, independent contractors or agents who will be performing services for the benefit of Trinity University. Verification of references must include a request about the individual’s suitability for employment.

In addition, Service Provider agrees to certify that its employees, independent contractors or agents who will be performing services for the benefit of Trinity University have successfully passed the following background checks, as selected by Trinity University.

Drivers

Motor Vehicle Record searches at the state Department of Motor Vehicles office are required for anyone driving a truck or vehicle as part of their job duties and responsibilities. All individuals must have a valid driver’s license that is appropriate for the class of vehicle being driven. Any

individual whose license has been revoked or suspended for any reason may not be assigned to Trinity University if such assignment requires driving as part of their duties and responsibilities.

Access to Children

For any individuals who will have access to or interaction with children, a criminal background check is required. Any individuals who have criminal convictions that suggest that they could pose a threat to the health and safety of children may not be assigned to Trinity University if such assignment would involve access to or interaction with children. A social security number trace is also required so that the identity of the employee, independent contractor or agent can be verified.

Access to Residence Halls/Secure Areas

For any individuals who will have access to residence halls or other secure areas a criminal background check is required. This group includes, but is not limited to residence hall assistants, supervisors and counselors; Physical Plant and janitorial staff; food services, concessions, and auxiliary services personnel. Any individuals who have a criminal history may not be assigned to Trinity University if such assignment would involve access to residence halls or secure areas. This check must also include a social security trace to ensure identity.

Access to Financial Information/Confidential or Proprietary Information

For any individuals who will have access to financial information, social security numbers, confidential or proprietary information, as determined by Trinity University, a criminal background check is required. A credit history report is also required for individuals who may be assigned to finance and accounting positions. Any individuals who have criminal or civil convictions related to financial wrongdoing including, but not limited to, embezzlement, fraud, money laundering, theft or other acts indicating dishonesty may not be assigned to Trinity University if such assignment would involve access to financial information, social security numbers, confidential or proprietary information. Any individuals who have a credit history indicating fiscal irresponsibility may not be assigned to finance or accounting positions.

Other [SPECIFIED BY TRINITY UNIVERSITY]

INDEMNIFICATION

Service Provider agrees to indemnify Trinity University for any liability or harm resulting from Service Provider's failure to conduct or obtain a positive job reference, job history indicating appropriate experience for the position in question, or background check on its employees, independent contractors or agents assigned to perform services for Trinity University. Service

Provider further agrees to indemnify Trinity University for any liability or harm resulting from Service Provider's failure to review or remove employees as appropriate when related to the results of a background check conducted on its employees, independent contractors or agents assigned to perform services for Trinity University. Service Provider further agrees to indemnify Trinity University for any liability resulting from Service Provider's failure to discharge its obligations as forth herein.

INSURANCE

Service Provider agrees to provide an original certificate of insurance issued to Trinity University evidencing the purchase of professional liability insurance of an amount not less than \$2 million per occurrence. Service Provider shall maintain such coverage throughout the contract period and provide a new certificate for the renewal /replacement of coverage previously evidenced. Failure of Trinity University to enforce this clause shall not waive the requirement.

CANCELLATION OF CONTRACT

In the event that Trinity University learns that Service Provider has failed to satisfy its obligations under this policy, Trinity University reserves the right to immediately cancel the contract. In the event of such cancellation, the contract is null and void and Trinity University shall be discharged from any obligations to Service Provider. Service Provider agrees to hold Trinity University harmless for any cancellation of this contract in the event of a cancellation under this section.

I have read the foregoing agreement and understand and agree to its terms.

DATE

SERVICE PROVIDER

NAME (please print)

DATE

TRINITY UNIVERSITY

NAME (please print)