

**CONSENT FOR RELEASE OF INFORMATION
HOLD HARMLESS AGREEMENT
FOR STUDENTS**

CRIMINAL HISTORY RECORD INFORMATION

By this Consent for Release of Information and Hold Harmless Agreement (AGREEMENT), I **REQUEST AND AUTHORIZE** Texas Tech University Health Sciences Center El Paso (TTUHSC El Paso or University) to obtain, and/or receive from a third party source (VENDOR) selected by TTUHSC El Paso, criminal history record information (INFORMATION) for the purpose of conducting a criminal background check (CBC).

I **UNDERSTAND AND AGREE** that the cost of conducting the CBC shall be my responsibility. I further **UNDERSTAND** that I am required to self-disclose any past criminal activity, if applicable, and further **UNDERSTAND** that should I be charged with a crime after beginning school, I **SHALL** report to the Dean or his/her designee such INFORMATION no later than five (5) business days following such charge. The purpose of this INFORMATION is to determine the existence of, investigate any past criminal activity, and evaluate such INFORMATION, if any, which may be used to determine eligibility, character, or fitness to matriculate or enroll at TTUHSC El Paso, or pursue health-related clinical training provided by or through TTUHSC El Paso.

I **UNDERSTAND** that I may challenge the accuracy of INFORMATION disclosed by VENDOR and can obtain information on the procedure to challenge such INFORMATION in the Office of the Registrar. In addition, if I have challenged the VENDOR's INFORMATION, which is determined to be accurate, and adverse action is subsequently taken against me by TTUHSC El Paso, I may appeal such decision to an ad hoc committee constituted by the Dean.

I **UNDERSTAND** that information in this report which reflects character and fitness to pursue training in healthcare constitutes credit information as defined under the Fair Credit Reporting Act.¹

I **ACKNOWLEDGE** that this information will be obtained prior to matriculation/enrollment in some cases and, otherwise, prior to participating in patient interactions or clinical activities conducted at TTUHSC El Paso and/or other affiliated healthcare facilities (ENTITIES).

Furthermore, I **UNDERSTAND** that additional CBCs may also be conducted on an as needed basis, the cost of which is also my responsibility.

I **FURTHER UNDERSTAND AND AGREE** that any INFORMATION obtained by TTUHSC El Paso or VENDOR will be released to the applicable TTUHSC El Paso school(s) and/or affiliated healthcare facility(ies) (ENTITIES) for such time that I am enrolled as a TTUHSC El Paso student in order for ENTITIES to determine whether I may participate in patient interactions or clinical programs. Such INFORMATION will be disposed of thereafter in accordance with the Fair and Accurate Credit Transaction Act.²

I **UNDERSTAND** that the ENTITIES are permitted to communicate with each other regarding the content of the INFORMATION provided by VENDOR.

I **UNDERSTAND** that this AGREEMENT is voluntary and that I may in writing revoke it at any time by contacting the TTUHSC El Paso Office of the Registrar, except to the extent that action has been taken in reliance on this AGREEMENT.

I **UNDERSTAND AND AGREE** that I will be required to cooperate with TTUHSC El Paso and/or VENDOR in providing truthful and timely information and further **UNDERSTAND** that should I revoke this AGREEMENT, fail to cooperate or provide truthful information, such action may result in my inability to matriculate/enroll and/or participate in patient interactions or clinical activities, resulting in the withdrawal of admission or immediate dismissal from TTUHSC El Paso.

¹FCRA, 15 U.S.C. Section 1681b.

²FACTA, C.F. R. Section 682.1 *et seq.*

