

**CONSENT FOR RELEASE OF INFORMATION
HOLD HARMLESS AGREEMENT
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 (TTUHSC or University) to obtain, and/or receive from a third party source (VENDOR) selected by TTUHSC, 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/residency training, 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 and 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, or pursue health-related clinical training provided by or through TTUHSC. **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/Office of Graduate Medical Education. 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, 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 clinical activities conducted at TTUHSC and/or other affiliated healthcare facilities. Furthermore, **I UNDERSTAND** 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 or VENDOR will be released to the applicable TTUHSC school(s) and/or affiliated healthcare facility(ies) (ENTITIES) for such time that I am enrolled as a TTUHSC student/trainee or appointed as a resident in order for ENTITIES to determine whether I may participate in those 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 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 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 clinical activities, resulting in the withdrawal of admission or immediate dismissal from TTUHSC, whichever is applicable. I further UNDERSTAND that the information obtained will be used for the express purpose of determining eligibility and fitness, or having the requisite character, for participating in those various programs to which I seek approval.

¹FCRA, 15 U.S.C. Section 1681b.

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

