



## Reporting & Clearances Amendment

This Reporting & Clearances Amendment (this "Agreement") between VILLANOVA UNIVERSITY, located at 800 Lancaster Avenue, Villanova, Pennsylvania 19085 ("Villanova"), and Contractor (defined below) is made on the Effective Date (defined below) and amends the terms and conditions of the Agreement described below. Intending to be legally bound, the parties hereby agree:

Effective Date: _____, 20____	Contractor: _____ Full Legal Name
<b>Agreement:</b> Describe original agreement & services	_____

**1. Background Checks & Reference Checks.** Contractor shall conduct reference checks for all of its Contractor Parties entering any Villanova grounds, buildings or facilities ("Facilities"). In addition, Contractor shall ensure that all Contractor Parties have successfully completed the following background checks prior to the entering the Facilities. Contractor shall not permit any Contractor Parties without such background checks (or with results of such background checks that would prohibit direct contact with minors under applicable Pennsylvania law) to enter the Facilities:

- Pennsylvania State Police Access to Criminal History (PATCH)
- Pennsylvania Department of Public Welfare Child Abuse History Clearance
- Federal Criminal History Record Information (FBI fingerprint check)

**2. Compliance with Laws, Rules & Villanova Regulations:** Contractor agrees that Contractor and all Contractor Parties shall abide by, conform to and comply with all applicable laws, rules and regulations and instructions of Villanova representatives for use of the Facilities.

**3. Crime Reporting & Child Abuse Reporting:**

(a) **Crime Reporting.** Contractor shall require the Contractor Parties to immediately report any crimes that occur during use of the Facilities or on Villanova's campus to Villanova's Director of Public Safety; Contact Information: Phone - (610) 519-6982; email - david.tedjeske@villanova.edu.

(b) **Child Abuse Reporting.** Contractor shall require the Contractor Parties having direct contact with a Minor (all as defined in the Pennsylvania Child Protective Services Law, 63 Pa. C.S.A. § 6301 et seq. and any related regulations or guidance) to immediately report any suspected child abuse of any Minor in connection with the Purpose or Villanova's campus to the Pennsylvania Department of Human Services ("DHS") toll-free ChildLine at (800) 932-0313. Within 48 hours of the oral report, the reporting person must follow up with a written report to DHS or the county agency assigned to the case. Immediately after the first notification to DHS, the reporting person must report the suspected child abuse to Villanova's Director of Public Safety. Contact Information: Phone - (610) 519-6982; email - david.tedjeske@villanova.edu, or, in his absence, the EVP; Contact information: (610) 519-4532; email - ken.valosky@villanova.edu; and provide a copy of the written report sent to DHS. For additional information regarding what is meant by "child abuse" and the obligation to report child abuse, see Villanova's Child Abuse Reporting Policy available on Villanova's website at <http://www1.villanova.edu/content/dam/villanova/president/uco/ChildAbuseReportingPolicy.pdf>. Contractor shall comply with Villanova's Child Abuse Reporting Policy and all applicable federal, state and local laws relating to the reporting of crimes and suspected child abuse, including, without limitation, the Pennsylvania Child Protective Services Law, 63 Pa. C.S.A. § 6301 et seq., as it may be amended from time to time. To the extent that Contractor and/or the Contractor Parties have any other obligations in connection with suspected child abuse under applicable laws, rules, orders, policies and procedures, Contractor and the Contractor Parties shall comply with such obligations and nothing in this paragraph or Agreement shall be deemed to interfere with or discharge such obligation. Contractor shall be responsible for instructing all Contractor Parties of their reporting responsibilities under this paragraph.

4. **Right to Audit.** Villanova shall have the right to, or to direct Villanova's agent, contractor, auditor or designee to, inspect, audit and request copies of any and all records related to Contractor's performance of and compliance with these terms at any time, and Contractor's shall promptly cooperate therewith.

5. **No Further Modification:** Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect. This Amendment is hereby attached to and made part of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have duly executed Amendment the day and year above written.

VILLANOVA UNIVERSITY:

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_