

As of January 2, 2021, background checks are required for all suppliers (contractors), except for Construction contractors and sub-contractors, anticipated to have “regular interaction” with staff, faculty, students, minors, financial, confidential or sensitive data relating to the university, its personnel and student records. Procedurally, when you submit a contract on the Contract Management System for review and approval, you will be asked an additional question to determine whether this rule applies to your contract. If you are submitting a contract where you are not sure whether the scope will include regular interaction with students, faculty, or staff, financial or personally identifiable information, please check with the initiator or user of the contract, i.e., project manager, principal investigator, or the primary KSU contact for the contract.

Regular interaction is defined below:

1. Supplier provides services in an area where children, students, or employees have access and are likely to be present at the same time. This includes summer camps, housing, dining, classroom, office, or recreational facilities.
2. Supplier provides services in an area where funds, credit card machines or banking information is maintained such as the Bursar’s Office, Bookstore, or other Campus Services retail outlets.
3. Supplier scope or work or service require direct access to any personally identifiable, health, banking, or credit card information, such as in a call center.
4. Supplier services require access to secured facilities containing critical infrastructure, such as a data center containing the university’s servers and other vital information technology equipment.

If any of the above interaction is anticipated to occur, the following text is a sample of the text that may be added to the contract.

[Contractor] shall perform security clearance background checks on its officers, agents, employees, or others under its direction or control assigned to have regular interaction with any of the following: (a) students, (b) employees, (c) money, (d) sensitive or confidential data, or (e) access to Kennesaw State University’s premises. Kennesaw State University reserves the right to require additional background checks be made on any of [the Contractor’s] officers, agents, or employees assigned to have access to the Kennesaw State University’s premises. [Contractor] shall defend, indemnify, and hold harmless State Entity for its failure to obtain appropriate security clearance background checks in accordance with this provision.

[Contractor] maintains full responsibility for the actions of it and its employees and will be fully responsible for enforcing and implementing an appropriate background check requirement which conforms to state, federal, and local laws, and the guidelines of the Board of Regents of the University System of Georgia. [The Contractor] shall defend, indemnify, and hold harmless Kennesaw State University and the Board of Regents of the University System of Georgia and its affiliate entities for the actions of Contractor’s employees. [Contractor] will review the results of the background checks. Kennesaw State University shall not receive the results of the background checks, but only individuals that have passed such background check should be assigned by [Contractor] to work on campus-related projects.