

**California Department of Industrial Relations
Division of Workers' Compensation**

***EDEX CLIENT ACKNOWLEDGMENT OF LEGAL CONSTRAINTS
ON ACCESS TO INFORMATION AND USE OF INFORMATION***

A. Information for EDEX Clients.

The DWC Electronic Data Exchange (EDEX) allows access to certain WCAB records via electronic transmissions performed by a Subscriber. The Subscriber's transmissions requesting electronic data from the WCAB are considered requests pursuant to the California Public Records Act (Government Code §6250 et seq.) for access to public records of the WCAB. The Public Records Act encourages public access to information in the possession of public agencies. However, Government Code Section 6255 authorizes denial of access to public records if the public agency determines by the facts of a particular case that the ultimate use of the information does not serve a legitimate purpose.

Since Subscriber will be seeking electronic access to public records available through EDEX on your behalf, you must certify by signing this Acknowledgment that you will not seek or use EDEX information contrary to state or federal law, and that you will abide by the conditions of access to information set forth in this agreement.

The Client should be aware that the fact that a Client has submitted an EDEX inquiry and/or received EDEX information is, in itself, a matter of public record. The Division reserves to itself the right to notify any individual about whom an EDEX inquiry is made of the nature and source of that inquiry, including the identity of the Client that submitted the inquiry, and to provide the individual with a copy of the request and any information provided in response thereto.

B. Identifying Information.

Subscriber Name EDEX INFORMATION SYSTEMS

Subscriber Account Number EDX0002

Client Identification Number FOR DWC USE ONLY

***Client Name:**

***Client Address:**

***City, State, Zip:**

***Contact Person:**

***Phone Number:**

***Owner(s), Partners(s), or Corporate Officer(s) & Title(s):**

***Licenses:** If Client is licensed by the State of California, or if Client holds a license issued under the Business and Professions Code (such as a license issued by the Medical Board, or the State Board of Chiropractic Examiners), or the State Bar of California, provide the name of the agency issuing the license, type of license, license number and date license expires.

***What type of business is client engaged in?**

Client represents that it will be seeking information through EDEX for the following purposes:

Information will be used following a conditional job offer to determine the completeness and truthfulness of information on the employment application and/or the information will be used following a conditional job offer to determine whether the prospective employee is capable of performing the essential functions of the job, with or without reasonable accommodations.

C. Disclaimer of Warranty.

Client hereby acknowledges that the use of the EDEX system and the information contained therein is at the Client's sole risk. The information provided from the EDEX system is provided "as is" and without warranty of any kind. The Division believes that the information contained in the EDEX system is accurate, and will use its best efforts to correct any errors in this information that are brought to its attention.

The Division does not warrant that the function of the EDEX system will meet your data requirements or that the operation of the system will be uninterrupted or error free. The Division expressly disclaims any and all warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

D. Conditions of Client Access to Records Obtained by Subscriber Through EDEX.

Civil Code section 1798.81.5 (b) provides that "A business that owns or licenses personal information about a California resident shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure." A violation of Civil Code section 1798.81.5 (b) may lead to civil liability for damages and/or imposition of a civil penalty. These provisions apply to any business that maintains, transfers or stores personal information subject to section 1798.81.5 (b).

In addition, Labor Code section 138.7 (d) provides that: "It shall be unlawful for any person who has received individually identifiable information from the Division pursuant to this section to provide that information to any person who is not entitled to it under this section."

Client agrees to seek and use information obtained through EDEX for lawful purposes only, and agrees not to sell or otherwise make the information available to anyone other than the client whose client identification number was used in the transmission soliciting the information. With respect to use of the information, Client agrees that it shall not violate any provisions of the federal Americans With Disabilities Act, the federal Equal Employment Opportunity Act, the Federal Fair Credit Reporting Act, the California Fair Employment and Housing Act, or any privacy or confidentiality laws, now in existence or hereafter adopted.

Client agrees that, if Client receives information for employment screening purposes, Client shall use the information for lawful purposes only, specifically complying with the federal Americans with Disabilities Act, the federal Equal Employment Opportunity Act, the federal Fair Credit Reporting Act, the California Fair Employment and Housing Act, or any privacy or confidentiality laws, now in effect or hereafter adopted. Client, by signature below, promises under penalty of perjury, that:

- a. Client will not seek or obtain information through EDEX unless and until it has made a conditional offer of employment to the subject of the information;
- b. The information obtained through EDEX will only be used in a manner consistent with the Americans with Disabilities Act, for example to: determine the truthfulness of information on the related job application, determine whether the prospective employee is capable of performing the essential functions of the job with or without reasonable accommodations, and/or, determine if the prospective employee would create a significant risk of substantial harm to the health or safety of himself or others in the workplace setting, which risk could not be reduced or eliminated with reasonable accommodation;
- c. If the information obtained through EDEX results in a rescission of the conditional offer of employment, the subject of the information shall be notified of such and given free access (such as a toll free number to call) to request and obtain a free copy of the information.

Any misuse of DWC records by Client or its officers, agents, employees, and/or representatives may result in immediate revocation of the Client's identification number and denial of access to electronic records.

Client shall not sell or provide to others the information it receives from subscriber through EDEX. Client is the end user of the information obtained through EDEX.

In the event that there is a change of EDEX Subscriber, Client shall immediately provide written notification to the EDEX Administrator of this change. Address: EDEX Administrator, P.O. Box 420603, San Francisco, CA 94142.

Client shall maintain, for two (2) years from the date of each request for EDEX information, records of the requests, which records must include Client's identification number, dates of request, type of information requested, and the business reasons for the information requests. Client's information request records shall be subject to inspection, copying and audit by DWC for a period of two (2) years.

Client shall accommodate electronic or manual audits of Client at the discretion of DWC and on one (1) business day's notice. Client agrees to allow on-site audits by DWC during regular business hours. Client shall maintain the security and integrity of the information received. Violation of any of the Conditions of Access, whether by omission or commission, may result in revocation of the Client Identification Number. DWC may pursue any appropriate legal remedy.

Client agrees to comply with any copyright notices that may be included in any record description format and all other materials provided by DWC through EDEX.

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that:

- 1) I will abide by the Conditions of Client Access to Records set forth above.
- 2) I will not seek, use, or disseminate information accessed through EDEX for illegal or unlawful purposes. In compliance with Civil Code section 1798.81.5 (b), I will implement and maintain reasonable security procedures and practices to protect the personal information obtained from the Division from unauthorized access, use, modification, or disclosure. In compliance with Labor Code section 138.7 (d) I will not disclose any individually identifiable information obtained from the Division to any person who is not lawfully entitled to receive it.
- 3) The representations made in this document are true and correct.

Executed under penalty of perjury at County of _____,

City of _____, State of _____,

on _____, 20____.

Client Signature

Title