



## **LEGAL USE OF WORKERS' COMPENSATION RECORDS IN EMPLOYMENT SCREENING – CALIFORNIA**

In the State of California it is legal to utilize information regarding prior Workers' Compensation claims when evaluating individuals for hire. Due to the Americans with Disabilities Act, however, there are certain stipulations you must follow when using this information.

Please review the accompanying Acknowledgment of Legal Constraints carefully as it outlines your responsibilities when using Workers' Compensation information for employment purposes. If, after reviewing everything you would like to be set up to order Workers' Compensation information, please complete, sign, and

**MAIL\* the completed Acknowledgment of Legal Constraints to:**

**Frasco<sup>®</sup> Profiles  
215 W. Alameda Avenue  
Burbank, CA 91502**

Please also be sure to complete all of the questions on the Acknowledgment and initial where required, as the State will not accept incomplete forms. Finally, be sure to include a copy of your current business license so that we may process your request.

Once we receive your Acknowledgment and copy of business license, it will take approximately four to six weeks to get approval from the State of California to issue Workers' Compensation information to your company. As soon as you have been approved by the State, you will be notified by a Frasco<sup>®</sup> Profiles Customer Service Representative. Unfortunately, we cannot rush this process.

If you have any questions regarding the use of Workers' Compensation records for employment purposes, please contact Noelle Harling at (800) 820-9029, ext. 260.

**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 Clients behalf, Client must certify by signing this Acknowledgment that Client will not seek or use EDEX information contrary to state or federal law, and that Client 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):**

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**\*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.

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

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**\*Client represents that it will be seeking information through EDEX for the following purpose(s):**

**INITIAL** next to each option that applies to Client's intended use (more than one may apply).

- Information will be used following a conditional job offer to determine the truthfulness of information on the employment application.
- 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.
- Information requested by an INVESTIGATION COMPANY OR TPA representing a case party (applicant/defense attorney, employer, and/or insurance company).
- Information requested by an INVESTIGATION COMPANY on behalf of a company researching possible fraud relative to a legal case.
- Information directly requested by a company that is party to a civil litigation case in order to research possible fraud.
- I will use EDEX to file liens for collection and recovery purposes on behalf of a separate medical provider, transportation company, interpreter service, copy service, medical durable equipment provider, imaging company, and/or pharmacy etc.
- Other:  

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**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*

## ADDENDUM A - EDEX Sub-Account Application

Incomplete applications shall not be processed



### A. Master Account Information

COMPANY NAME			
STREET ADDRESS (NO PO BOXES)			
CITY		ST	ZIP
MAILING ADDRESS, IF DIFFERENT			
CITY		ST	ZIP
CONTACT NAME	PHONE		EXT
CONTACT TITLE	FAX		
TAX ID NUMBER	EMAIL		

### B. Sub-Account Address (Please do not include any master account contact information)

COMPANY NAME			
STREET ADDRESS (NO PO BOXES)			
CITY		ST	ZIP
MAILING ADDRESS, IF DIFFERENT			
CITY		ST	ZIP
CONTACT NAME	PHONE		EXT
CONTACT TITLE	FAX		
TAX ID NUMBER	EMAIL		

For the client above, I would like to request:  EAMS Lien List  AR/Lien Comparison  EAMS Address Update

DWC requires the following to verify each EDEX client request:

- Copy of sub-account's current business license
- Name of any corporation(s) associated with entity in Section B

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Sub-account is subject to terms and conditions of the Master Account's contract for EDEX services, shall not be billed directly to the sub-account, and may be terminated by submitting a Closure Request. EDEXIS may advise sub-account of EDEX data. If sub-account requests access or reports, EDEXIS will consult with Master Account prior to allowing access.

SIGNATURE		DATE
PRINT NAME	TITLE	