ARIZONA
DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT

ASEDRA ACCESS AGREEMENT

In accordance with the Federal Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§ 2721-2725 and A.R.S. Title 28, Chapter 2, Article 5, , the State Agency/Entity, requests authorization to access the Arizona State Employee Driver Record Application (ASEDRA) solely for the purpose of carrying out the State Agency/Entity's official functions as a governmental entity.

NAME OF STATE AGENCY/ENTITY:

BUSINESS ADDRESS:

MAILING ADDRESS:

PROGRAM MANAGER/
PRIMARY ADMINISTRATOR:

Data Privacy and Security/Access Responsibilities

The State Agency/Entity shall comply with all policies, procedures and directives regarding security and database access made available to the State Agency/Entity during the course of this Agreement.

The State Agency/Entity understands that both the way State Risk Management may release information from the records contained in its database(s) and the way the State Agency/Entity may access and/or utilize such information is regulated by the DPPA, as well as A.R.S. Title 28, Chapter 2, Article 5. It is the responsibility of the State Agency/Entity, and any authorized user acting on the State Agency/Entity's behalf, to gain knowledge of all laws and applicable Arizona Department of Transportation, Motor Vehicle Department (ADOT-MVD) policies and procedures which govern access to and use of ADOT-MVD records, and to determine whether the State Agency/Entity is legally eligible to obtain such records.

Anyone who knowingly obtains, uses or otherwise discloses personal information from an MVD record for use not permitted under 18 U.S.C. § 2721 or A.R.S. Title 28, Chapter 2, Article 5, and anyone requesting the disclosure of personal information who misrepresents his/her identity or makes a false statement in conjunction thereto, with the intent to obtain such information in a manner not authorized by law, is subject to civil and/or criminal penalties. A violation of the DPPA or any other applicable federal or state law will cause the immediate termination of this Agreement.

The State Agency/Entity shall allow access to ASEDRA database(s) only to State Agency/Entity personnel who are authorized users and to no one else. If at any time State Risk Management believes that an authorized user is utilizing such access in an unauthorized or unlawful manner, State Risk Management reserves the right to immediately suspend or revoke that user's access and/or terminate the State Agency/Entity's access under this Agreement.

The State Agency/Entity shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

State Risk Management is not an agent of the State Agency/Entity, and is in no way responsible or liable for the decisions or interpretations made by the State Agency/Entity or its officers, agents, employees, and representatives, unless the contrary is specifically stated in writing by State Risk Management.

Both parties to this Agreement acknowledge that the foregoing provisions pertaining to data security and privacy are not intended to conflict with or violate Arizona's Public Records Law, A.R.S. §39-101 through §39-161. Where such conflicts appear in the implementation of this Agreement by the State Agency/Entity, the Public Records Law will control. In the event a request for the disclosure of confidential and/or personal information within the scope of this Agreement is made, the State Agency/Entity shall immediately notify State Risk Management.

Network Security

The State Agency/Entity shall read and comply with the latest version of all State Information Technology Policies, Standards and Procedures as found at: https://aset.az.gov/resources/policies-standards-and-procedures

Notification

The State Agency/Entity shall notify/advise State Risk Management as soon as possible, but not later than two business days, by email, U.S. mail, or in person, of any changes in its designated program administrator or in its list of authorized users, which may occur because of termination of employment, a job transfer, or any other change in status which establishes that the individual no longer requires access to ASEDRA data. Any such notice(s) shall be addressed as follows:

Email: ASEDRA@azdoa.gov

ADOA - Risk Management Division
Attn: ASEDRA
1802 W. Jackson Street, #93
Phoenix, AZ 85007

Cancellation

Either party may cancel this Agreement for cause or convenience upon thirty (30) days prior written notice to the other party. State Risk Management reserves the right to cancel this Agreement at any time, without prior notice, if it determines that the public interest so requires. The exercise of such right shall be without penalty and without recourse against State Risk Management by the State Agency/Entity or any of its subcontractors.

Except as otherwise directed by State Risk Management, upon receipt of a notice of cancellation or termination (and to the extent specified in such notice) the State Agency/Entity shall:

1) Immediately cease all activities previously authorized under this Agreement;
2) Ensure that its continued use of any records obtained prior to the effective date of cancellation or termination is restricted solely to the use(s) authorized by this Agreement.

Request Date:

Request Type (choose one): ☐ Program Manager/Primary Administrator ☐ User

COMPLETED BY APPLICANT

Name:

Title:

EIN#:

Email:

Phone:

Business Address:

City: **, AZ**

Applicant Signature:

COMPLETED BY DIRECTOR/AGENCY HEAD OR AUTHORIZED REPRESENTATIVE

I certify that all the information set forth herein by the State Agency/Entity is true and accurate. I further certify that I have the authority to execute this Agreement on behalf of the State Agency/ Entity. By signing below, I understand that the State Agency/Entity must abide by the provisions of this Agreement, if approved by State Risk Management.

Title:

Name:

Authorizing Signature:

Date:

COMPLETED BY STATE RISK MANAGEMENT

Signature:

Date: