

**Louisiana Department of Health and Hospitals**  
**Secure File Transfer Protocol Site**

PLEASE CAREFULLY READ THESE TERMS BEFORE SIGNING THIS AGREEMENT AND USING THIS SITE

DHH provides a Secure File Transfer Protocol (SFTP) site as a service to our clients and authorized third parties. Use of the SFTP site is strictly limited to clients of DHH and authorized third parties for use during the normal course of our business. As a user of the DHH SFTP site you are solely and fully responsible for any and all content and processes used for uploading information to this site, as well as for the proper management and safe-keeping of all information received through this site. All users of the SFTP site are bound by DHH's Terms of Use that are as follows:

- 1) You agree that you will only use this site for business on behalf of the company you represent as of the date this agreement is executed. You also agree to refrain from uploading any files to the site containing inappropriate content, material that violates or infringes in any manner on the intellectual or proprietary rights of others, and any software virus, "Trojan Horse" program, "worm" or other harmful or damaging software or software component.
- 2) You will keep your log-in credentials confidential and will not share your log-in credentials with anyone.
- 3) When transmitting files containing protected health information, trade secrets or other proprietary information, you will transmit only the *minimum amount necessary* to accomplish the project objectives.
- 4) As files are uploaded to the SFTP site, a system-generated e-mail notification is sent to the user(s) with authorized access to the folder to which the file was uploaded. You agree to download any files placed on the site for your use within 72 hours of the time you receive the system-generated notification. Files remaining on the site after this time will be deleted.
- 5) You agree that access to your specified folder(s) on the site will be limited to you and specified D H H users.
- 6) You agree to notify us promptly in the event you no longer require access to the site.
- 7) You agree that you or a representative of the company at which you are currently employed will notify us immediately in the event you terminate employment with the company. The company representative signing below affirms this requirement.
- 8) You agree to not use your log-in credentials, attempt to access the SFTP site, or upload or download any files to or from the site if you are no longer employed with the company.

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**Louisiana Department of Health and Hospitals reserves the right to change, modify, suspend or terminate the SFTP site at any time without prior notice.**

**Louisiana Department of Health and Hospitals reserves the right to change or amend these Terms of Use or our Privacy Policy at any time without prior notice. If the terms of this agreement are amended, you will receive a written notice of change.**

**By signing this form in the space below, I affirm that I have read, understand and will abide by this agreement.**

\_\_\_\_\_

User's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

User's Name (Printed)

\_\_\_\_\_

Entity Authorizing Representative

\_\_\_\_\_

Date

\_\_\_\_\_

DHH Authorizing Representative

\_\_\_\_\_

Date