



**DELAWARE HEALTH
AND SOCIAL SERVICES**

Division of Management Services
"DMS – Serving Those Who Serve Delaware"

Information Resource Management

**Secure File Transfer
Memorandum of Agreement**

1. This Memorandum of Agreement (MOA) is entered into between the Delaware Department of Health and Social Services (Department), Division of _____ (Division), and _____ (File Sharing Partner).
2. The purpose of this MOA is to establish the terms of agreement governing the secure transfer of file(s) between the Division and the File Sharing Partner, so as to ensure that both parties involved clearly understand their responsibilities and accountabilities for the file transfer process.
3. The _____ will transmit files containing information on _____

_____.
4. The _____ requires the information in these files in order to _____

_____.
5. The File Sharing Partner agrees to limit its use in accordance with the "State Information Transport Network (SITN) Acceptable Use" policy (Appendix A) and to access only the data covered by this MOA.
6. The Department and the File Sharing Partner agree that the file transfers covered by this MOA will utilize the Secure File Transfer Protocol (SFTP).
7. The Department and the File Sharing Partner agree to provide and support their respective SFTP and servers.
8. The Department Information Resources Management (IRM) unit will support this MOA technically in conjunction with their staff.
9. If the File Sharing Partner is not a government entity, the File Sharing Partner will indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the File Sharing Partner's negligent performance under this MOA, and any other liability for damages for which the File Sharing Partner is required to indemnify the State, the Department and the Division under any provision of this MOA.

- 10. Appendix A of this MOA is the "State Information Transport Network (SITN) Acceptable Use" policy for the primary Division user.
- 11. If the information transferred includes HIPAA-defined Protected Health Information (PHI), Appendix B of this MOA is the Business Associate Agreement (BAA) outlining permitted uses or disclosures of PHI.
- 12. This MOA will commence upon signature of all parties and continue in effect until terminated.
- 13. This MOA will not be altered, changed, modified or amended except by written consent of all parties.
- 14. This MOA may be terminated in whole or part, with or without cause, upon thirty (30) calendar days written notice to the other parties by either the Department or the File Sharing Partner.

For the File Sharing Partner

For the Department

Name

Rita Landgraf, Secretary

Title

Date

Date

For the Division

Director

Date