

## Service Insights Agreement

### INTRODUCTION

This Service Insights Agreement is made and entered into on \_\_\_\_\_ between the Central Texas Food Bank (hereinafter referred to as "CTFB") located at 6500 Metropolis Dr. Austin, TX 78744, and \_\_\_\_\_ (hereinafter referred to as "Partner") located at \_\_\_\_\_.

**Whereas**, the Partner is a Partner of CTFB in accordance with an active Partner Agreement;

**Whereas**, the Partner is collecting electronic intake data through Oasis Insight within the Central Texas Food Bank network account;

**Whereas**, CTFB wishes to streamline intake processes for clients across partners and programs within the CTFB network;

**Whereas**, CTFB is implementing an initiative called the Service Insights Initiative to collect standardized electronic intake across the network to both streamline intake processes for clients across partners and programs and to support the network with resources and capacity efforts using data insights;

Now, therefore, in consideration of the mutual promises, requirements, undertakings and considerations set forth in this Agreement, CTFB and Partner agree as follows:

### THE FOOD BANK AGREES TO:

- Provide the Partner with access to an Oasis Insight Pro-Level license free of charge to the Partner.
- Support the Partner with virtual or onsite support, training, technical assistance to adopt Oasis Insight.
- Serve as the network administrator of Oasis Insight for the Partner, trouble-shooting technical issues with Oasis Insight or elevating issues directly to Simon Solutions, the makers of Oasis Insight, as needed.
- Collect all monthly-required client data through direct Oasis Insight access/download.
- Abide by CTFB Data Privacy Requirements per the Partner Data Sharing Agreement.

### THE PARTNER AGREES TO:

- Collect client release of information from any person whose intake and assistance records are stored in Oasis Insight.
- Do their best in collecting all Service Insights Core Demographics fields
  - Clients can refuse to provide non-eligibility related data without affecting their ability to receive food or participate in CTFB programs.
- Abide by CTFB Data Privacy Requirements per the Partner Data Sharing Agreement.
- Partner agrees to enter intake data into Oasis Insight within 72 hours after distribution and prior to the CTFB monthly reporting deadline.
- Adopt Oasis Insight for client intake for the following programs that the Partner participates in, including but not limited to:

Food Pantry

Commodity Supplemental Food Program (CSFP)

Fresh Food for Families (FFFF)

Healthy Options Program for the Elderly (HOPE)

Mobile Pantry

## **CTFB Client Data Sharing Agreement**

This agreement establishes the terms and conditions under which \_\_\_\_\_ acquires and shares confidential client data with Central Texas Food Bank (CTFB) as part of CTFB's network.

### **I. PURPOSE AND DESCRIPTION OF DATA**

Client data, including personal information, demographics, and socioeconomic status of the respondent and/or household members will be collected and stored in a secure, shared web-based database called Oasis Insight. The data will be used for reporting and evaluation purposes and to determine eligibility for additional programs or services as desired by the respondent. Summary results, as de-identified aggregate data, may also be used to assist with strategic planning, research, fundraising, and other marketing or communication efforts. As a result of collecting and analyzing the data, both organizations will improve service offerings and operational efficiencies.

### **II. PERIOD OF AGREEMENT**

Any data that has been shared may be used until either party expresses otherwise in writing.

### **III. INTENDED USE AND CONSTRAINTS ON USE OF DATA FOR BOTH PARTIES**

This agreement represents and warrants further that, except as authorized in writing, the data covered by this agreement shall not be disclosed, released, revealed, showed, sold, rented, leased, loaned, or otherwise become available to any unauthorized person. Access to the data covered by this agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this agreement. Any individual with access to collect and/or use the data covered by this agreement will sign a Confidentiality Agreement to that effect.

Individual results can only be shared with discretion. Individual results may include personally-identifiable information, such as name, date of birth, or address. Individual results should only be shared with authorized third parties that require access to individual-level information to fulfill a specific objective, such as initiating a referral to connect an individual with desired services.

Other authorized uses of individual data include:

- Eligibility information required to receive federally funded food may be shared with the Texas Department of Agriculture for reporting and compliance purposes.
- De-identified service-level data may be shared with Feeding America to understand services provided at foodbanks on a national level.

Any organizations outside of the CTFB network accessing individual data will sign an additional Data Sharing Agreement.

Summary results can be shared. Summary results are those items that cannot be used to identify any individual. It should be noted that the stripping of an individual's name or individual identification number does not preclude the identification of that individual, and therefore is not sufficient to protect the confidentiality of individual data.

#### **IV. SECURITY AND CONFIDENTIALITY**

Both parties agree to establish appropriate administrative and technical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it, including, but not limited to, executing confidentiality agreements with each individual user, assigning user accounts with minimum permissions needed to fulfill their role, performing regular audits, and maintaining data quality.

In addition, each party will establish physical safeguards, such as device locks, password-protected devices and internet networks, and, if any confidential data are printed, files will be stored in secured cabinets. The safeguards shall provide a reasonable level and scope of security.

The confidentiality of data pertaining to individuals will be protected as follows:

1. Each party will not publicly release the names of individuals, or information that could be linked to an individual, nor will either party present the results of data analysis (including maps) in any manner that would reveal the identity of individuals.
2. Each party will not release individual addresses, nor will either present the results of data analysis (including maps) in any manner that would reveal individual addresses.
3. Both parties shall comply with all Local, Federal and State laws and regulations governing the confidentiality of the information that is the subject of this Agreement.
4. Any third party granted access to data shall be subject to the terms and conditions of this agreement. Acceptance of these terms must be provided in writing before data will be released.

#### **V. METHOD OF DATA ACCESS OR TRANSFER**

Data will be accessible to both parties through Oasis Insight, a secure, web-based platform.

## Signatures of Authorized Signers

Both parties agree to the terms and conditions outlined in this Service Insights Agreement and Data Sharing Agreement between CTFB and Partner. Any changes to this agreement must be submitted formally in writing.

### Partner Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Central Texas Food Bank

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_