Memorandum of Understanding

between

The American National Red Cross

and

National Council on Independent Living
I. Purpose

The purpose of the Memorandum of Understanding (MOU) is to document the relationship between the American National Red Cross (the “Red Cross”) and the National Council on Independent Living (“NCIL”). This MOU provides a framework for cooperation between the two organizations in rendering services to communities and assistance before, during or after disaster events in the United States. Both Red Cross and NCIL are a “Party” under this MOU.

II. Independence of Operations

Each Party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and financing its own activities.

III. Organization Descriptions

The American Red Cross, founded in 1881, is dedicated to helping people in need throughout the United States and, in association with other Red Cross networks, throughout the world. The Red Cross depends on the many generous contributions of time, blood, and money from the American public to support its lifesaving services and programs. Through its mission, the Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status or political affiliation.

The National Council on Independent Living is the longest-running national cross-disability, grassroots organization run by and for people with disabilities. Founded in 1982, NCIL represents thousands of organizations and individuals including: Centers for Independent Living (CILs), Statewide Independent Living Councils (SILCs), individuals with disabilities, and other organizations that advocate for the human and civil rights of people with disabilities throughout the United States.

An outcome of the national Disability Rights and Independent Living Movements, NCIL was founded to embody the values of disability culture and Independent Living philosophy, which creates a new social paradigm and emphasizes that people with disabilities are the best experts on their own needs, that they have crucial and valuable perspective to contribute to society, and are deserving of equal opportunity to decide how to live, work, and take part in their communities.

Since its inception, NCIL has carried out its mission by assisting member CILs and SILCs in building their capacity to promote social change, eliminate disability-based discrimination, and create opportunities for people with disabilities to participate in the legislative process to affect change. NCIL promotes a national advocacy agenda set by its membership and provides input and testimony on national disability policy.
IV. Methods of Cooperation

In order to establish a partnership between NCIL and the Red Cross to provide services to communities in the United States, the following roles and responsibilities are agreed upon:

1. Communication between organizations
   Representatives of NCIL and the Red Cross will maintain open communication. Both Parties will encourage their respective chapters and affiliates to maintain open communication at the state and local levels. Each Party will share current data regarding disasters (except for client information which may be confidential or privileged, unless disclosure has been expressly authorized by the client), disaster situational and operational reports, changes in policy or personnel relating to this MOU, and any additional information pertinent to disaster preparedness and response. See Attachment A: Organization Contact Information.

2. Engagement at the local level
   a. NCIL will encourage its Center’s for Independent Living (CIL) agencies to engage in collaborative discussions with local Red Cross chapters.
      • To locate a Red Cross chapter, CIL agencies can go to www.redcross.org - “Find Your Local Red Cross.”
   b. Red Cross will encourage its chapters to engage in collaborative discussions with CIL agencies in their respective jurisdictions.
      • To locate a local affiliate by state, Red Cross chapters can go to http://www.ncil.org/ - “Find Your Local CIL or SCIL”.

3. Preparedness Activities
   a. Red Cross chapters and CIL’s can engage and collaborate on the following activities
      i. Promote and participate in fire prevention activities, identify ways to reduce fire-related deaths, and partner in preparedness actions for high-risk local hazards.
      ii. Participate in community presentations on general preparedness education topics.
      iii. Participate in collaborative discussions to develop plans for emergency preparedness around topics such as
         • The exchange of information on disability demographics of the community
         • Community service providers for individuals with disabilities that might be available for assistance after a disaster
         • The facilitation of introductions and engagement of CIL’s at disaster NGO meetings and forums such as local or state Voluntary Organizations Active in Disaster (often referenced as VOADs or COADs), disaster unmet needs committees or disaster long term recovery committees.
   b. NCIL or CIL’s may provide expertise in areas such as feedback on Red Cross durable medical equipment (DME) inventory.
4. Response Activities

The American National Red Cross will work to ensure that during a disaster relief operation the Red Cross chapter, disaster relief operation and the local CIL work together to share expertise, problem solve, and identify and address unmet access and functional needs.

a. Pre-disaster planning
One of the most important activities of disaster response is pre-disaster planning. Determining up front how each organization can assist each other during a response enhances coordination and ensures effective and timely action.

i. The most important step in this process is for the CIL and the Red Cross chapter/region to each identify a Point of Contact (POC) for the local partnership. To find a local CIL or Red Cross chapter, refer to section 2 – Engagement at the Local Level.

ii. Suggestions for pre-disaster planning are:
   - CILs participating in accessibility surveys for shelters
   - CILs will offer guidance on improving accessibility in shelters
   - How and when CILs will be engaged in a disaster response.
   - How CILs can provide assistance:
     - staffing a hot-line
     - outreach services
     - access to shelters
   - Both organizations will collaborate to identify qualified sign language interpreters in their community. If the need arises during a disaster event, it will be the responsibility of the disaster relief operation to provide a sign language interpreter either in person or by video remote interpreting (VRI). Any expense incurred will be the responsibility of the disaster relief operation.
   - Referrals from both organizations
   - Identify training each organization can provide to the other. Two Red Cross websites provide more information about disaster relief services and Red Cross history and services.
     - http://www.redcross.org/what-we-do/disaster-relief
     - http://www.redcross.org/support/volunteer/getting-started
   - Participation in joint drills, exercises and/or planning activities
   - NCIL or CIL’s may provide expertise in areas such as feedback on the Red Cross durable medical equipment (DME) inventory.

b. A leadership position will be created in the disaster relief operational structure during large disasters to share expertise, problem solve, identify and address unmet access and functional needs.

c. The national Red Cross will invite a NCIL representative to the disaster operations coordination center (DOCC) in Washington, DC during large scale disasters, i.e. disasters affecting multiple states. Red Cross chapters are encouraged to invite a local
CIL representative to the disaster relief operation headquarters to strengthen coordination during response and recovery efforts as well.

d. **CIL representative access to Red Cross operated shelters**
Shelters are opened and operated when some type of disaster affects a community. The Red Cross will invite CIL representative’s to visit Red Cross operated shelters to assist the Red Cross shelter team in identifying and resolving access and functional needs for a shelter client.

- The local Red Cross POC will be instrumental in introducing the CIL POC to the disaster relief operation leadership. See *Attachment C – Process for Collaborating on a Disaster Relief Operation.*
- When there is no local partnership between a CIL and a Red Cross chapter/region, it will be the responsibility of Red Cross national headquarters and the NCIL national office to facilitate introductions of the local CIL representatives and the disaster relief operation.

5. **Recovery Activities**
a. When the Red Cross leads the establishment of a Multi-Agency Resource Center (MARC) post disaster, Red Cross will extend an invitation to NCIL/CIL to participate. In the case where the MARC is established by the community (not RC), the Red Cross will advocate on behalf of the CIL for inclusion in the MARC. MARCs are a gathering of agencies in one location that provide services to those affected by a disaster.

b. **Post-disaster follow-up:** Following a disaster relief operation, both parties are encouraged to meet for an after action analysis, discuss how the response and recovery was executed and areas to improve coordination and communication. Suggested topics for discussion could include

- A general review of the disability-related statistics from the disaster response (number of clients with sensory, mobility related disabilities, cognitive impairments)
- A general overview of how clients with disabilities and other access and functional needs were met
- A discussion of successes, challenges and areas for improvement
- A review of the coordination between Red Cross shelter operators, local CILs and other disability-related organizations

6. **Background Checks**
Red Cross background checks will **not** be required for CIL employees. CIL employees are not an agent of Red Cross, do not wear Red Cross badges and will be collaborating with Red Cross personnel on a disaster relief operation therefore they are not required to have a background check.

7. **Other cooperative actions:** The Red Cross and NCIL will actively seek to determine other areas or services within their respective organizations where cooperation and support will be beneficial to preparedness, response and recovery activities and where appropriate to amend this MOU accordingly to include those additional areas or services.
V. General

a. The Red Cross, NCIL and CILs agree not to use or display any trademarks of the other without first receiving the express written permission to do so. If either party desires to use the intellectual property of the other, the “requesting party” should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the “owning party” for review in advance of dissemination or publication.

b. The Red Cross and NCIL and/or CILs will keep the public informed of their cooperative efforts.

c. The Red Cross and NCIL and/or CILs will widely distribute this MOU within the respective departments and administrative offices of each organization and urge full cooperation.

d. The Red Cross and NCIL and/or CILs will allocate responsibility for any shared expenses in writing in advance of any commitment.

e. NCIL agrees to adhere to Attachment B - the Principles of Conduct for the International Red Cross and Red Crescent Movement and NGO’s in Disaster Response Programs as it applies to disaster-caused situations in the USA.

VI. Periodic Review and Analysis

Representatives of the Red Cross and NCIL will jointly evaluate their progress in implementing this MOU every two years and revise and develop new plans or goals as appropriate.

VII. Term and Termination

This MOU is effective as of the date of the last signature below and expires two years from the last signature date. The parties may extend this MOU for additional periods not exceeding five years each time, and if so should confirm this in writing. This MOU may be terminated at any time upon written notice from either party to the other. Prior to termination the parties will meet to discuss the reasons for termination.

VIII. Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.
IX. Signatures

American National Red Cross

By: [Signature]
Name: Richard Reed
Title: Senior Vice President, Disaster Cycle Services
Date: 7/31/2014

National Council on Independent Living

By: [Signature]
Name: Kelly Buckland
Title: Executive Director
Date: 7/31/2014
ATTACHMENT A – Organization Contact Information

Primary Points of Contact

The primary points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations, and responding to questions regarding this MOU. In the event that the primary point of contact is no longer able to serve, a new contact will be designated and the other organization informed of the change.

NOTE: When Attachment A is updated, the revised attachment is inserted in the MOU. The MOU does not need to be signed again.

Relationship Manager* and Operational Contact**

<table>
<thead>
<tr>
<th>American National Red Cross</th>
<th>National Council on Independent Living</th>
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<tbody>
<tr>
<td>Contact: April D. Wood</td>
<td>Contact: Kelly Buckland</td>
</tr>
<tr>
<td>Title: Senior Director, Community Mobilization and Partnerships</td>
<td>Title: Executive Director</td>
</tr>
<tr>
<td>Office phone: 202-303-8565</td>
<td>Office phone: 202-207-0334 ext. 1004</td>
</tr>
<tr>
<td>Mobile: 703-945-3444</td>
<td>Mobile:</td>
</tr>
<tr>
<td>e-mail: <a href="mailto:April.wood@redcross.org">April.wood@redcross.org</a></td>
<td>e-mail: <a href="mailto:Kelly@ncil.org">Kelly@ncil.org</a></td>
</tr>
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*The Relationship Manager is the person that works with the partner organization in developing and executing the MOU.
**The Operational Contact is the person each organization will call to initiate the disaster response activities as defined in the MOU.

Organization Information

<table>
<thead>
<tr>
<th>American National Red Cross</th>
<th>National Council on Independent Living</th>
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<tbody>
<tr>
<td>Department: Disaster Cycle Services</td>
<td>Department:</td>
</tr>
<tr>
<td>Address: 2025 E Street, NW Washington, DC 20006</td>
<td>Address: 2013 H Street, NW Washington, DC 20006</td>
</tr>
<tr>
<td>e-mail: <a href="mailto:NGOPartners@redcross.org">NGOPartners@redcross.org</a></td>
<td>e-mail: <a href="mailto:ncil@ncil.org">ncil@ncil.org</a></td>
</tr>
<tr>
<td>Website: <a href="http://www.redcross.org">www.redcross.org</a></td>
<td>Website: <a href="http://www.NCIL.org">www.NCIL.org</a></td>
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ATTACHMENT B

Principles of Conduct for
The International Red Cross and Red Crescent Movement and
NGOs in Disaster Response Programs

Principle Commitments:

1. The Humanitarian imperative comes first.

2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.

3. Aid will not be used to further a particular political or religious standpoint.

4. We shall endeavor not to act as instruments of government foreign policy.

5. We shall respect culture and custom.

6. We shall attempt to build disaster response on local capacities.

7. Ways shall be found to involve program beneficiaries in the management of relief aid.

8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.

9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.

10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified human beings, not hopeless objects.

More information about the code of conduct can be found at http://www.ifrc.org/en/publications-and-reports/code-of-conduct

The Code Register
The International Federation keeps a public record of all the humanitarian organizations that become signatories of the code. The contact details of each organization are verified.

Humanitarian organizations wishing to become a signatory to the code should download and complete the registration form.
ATTACHMENT C – Process for Collaborating on a Disaster Relief Operation

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
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<tbody>
<tr>
<td>1</td>
<td>Local CIL and Red Cross POC’s discuss the scope and scale of the disaster in their community.</td>
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<tr>
<td>2</td>
<td>Red Cross introduces CIL POC to Red Cross disaster relief operation (DRO) leadership and health services lead.</td>
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<tr>
<td>3</td>
<td>DRO health services lead works with CIL POC and explains the scope, scale and response activities.</td>
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<tr>
<td>4</td>
<td>DRO health services lead facilitates the introduction to the shelter manager or designee.</td>
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| 5    | The CIL POC and the shelter manager will:  
• Determine if there are unmet needs  
• If unmet needs are identified, the shelter manager and health services staff at the shelter will coordinate a meeting between the client and the CIL representative.  
• The shelter manager, health services staff at the shelter will work with the CIL representative to resolve any unmet needs. |

Local Partnership

Disaster Relief Operation Collaboration