

Instructions and Checklist

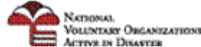
The entire **Case Management Participation Application** must be completed before your agency (Applicant Agency) will be considered for CAN access. Applicant Agencies will be contacted by CAN within 4 business days if information is missing, and suspend review of the agreement until the missing portions are received. At any point, you can contact support@can.org for the status of your application.

Once all necessary documents have been submitted, please allow a minimum of ten (10) business days for CAN to process your application.

CAN Case Management Access includes access to the CAN client database, calendar, forums, and resources, as well as the ability to add and edit resources in the database and export data from the system. Some access may require additional training. Access to CAN client information is reserved for non-governmental agencies directly involved in collaborative disaster case management during long-term recovery. An agency is an organization, company, or bureau that provides some service for another, such as faith-based or community-based groups. If your agency meets the above requirements, have your agency's leadership review and complete the **Case Management Agency Participation Packet**. *If you do not meet these requirements but would still like to participate in CAN, please complete the **CAN Resources Participation Packet**, which is available at www.can.org/access.htm.*

- Point of Contact Profile:** CAN requires a Point of Contact (POC) for each agency location to act as a liaison between Applicant Agency and CAN. CAN will contact your designated POC if additional information is required for your application. The POC Profile is created online by completing the form available at www.can.org/access. Once you complete the online registration, you will be given a confirmation code; this code is used to access and update your POC profile.
- Proof of non-government status:** Client Access is limited to non-governmental agencies. Please provide one of the following: If the agency is a 501(c)3, non-profit, please submit a copy of your tax-exempt letter. If your agency utilizes another agency as a sponsor or fiscal agent, please submit their tax-exempt letter with a letter on the agency's letterhead authorizing Applicant Agency to utilize their non-profit status to gain access to CAN. If neither of these apply, but your agency is not a government entity, please submit your agency's articles of incorporation.
- Participation Agreement:** Please list the Applicant Agency's name on each page. The Applicant Agency representative that is signing the agreement should initial the bottom of each page to indicate they have read that page. There must be a full signature, Applicant Agency name, and date on page 7 of this packet. Your application cannot be processed without this signature. American Red Cross, as the fiscal agent for CAN, is required to sign your participation agreement. Please contact your local American Red Cross chapter to obtain their signature.
- Case Manager Registration:** Each Case Manager or supervisor from Applicant Agency who will view or edit CAN data must complete the online registration and submit a fully completed and signed *Case Manager Confidentiality Agreement* before being granted access to the system. A blank copy of this form for your use is located in Exhibit B of this packet.
- Client Release of Information:** Applicant Agency must obtain a signed release from each client before entering that client's data into CAN. A blank copy of this form for your use is located in Exhibit C of this packet.

Please visit www.can.org for more information or to register for training,
Questions? Contact support@can.org.



COORDINATED ASSISTANCE NETWORK CASE MANAGEMENT PARTICIPATION AGREEMENT

THIS AGREEMENT and the attached exhibits (collectively, the "Agreement") is entered into and made effective as of June 1, 2005 (the "Effective Date"), by the parties who have executed this Agreement below (each a "Participant" and a "Party" and collectively, the "Participants" or "Parties"). For purposes of this Agreement, each Participant other than the Red Cross may be referred to as a "Collaborating Participant" and collectively as the "Collaborating Participants").

WHEREAS, the Coordinated Assistance Network ("CAN") is an internet-based Affected Persons (as defined below) assistance database, resource database and knowledge sharing tool, maintained by The American National Red Cross ("Red Cross"), in consultation with the CAN Steering Committee, that allows Participants to share certain confidential information on Affected Persons in order to coordinate and streamline disaster relief assistance during and after a disaster ("Information").

WHEREAS, the Participants desire to provide assistance to individuals affected by natural or man-made disasters occurring during the Term (as defined below) (the "Affected Persons"), and in the course of providing such assistance, the Participants desire to collect and maintain certain Information disclosed to them by Affected Persons who are seeking assistance; and

WHEREAS, the Participants seek to coordinate their efforts by using CAN for the purpose of sharing Information for the specific purposes enumerated herein;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

- 1. Scope of Agreement.** By executing this Agreement, each Participant acknowledges that it is entering into this Agreement in order to share Information for the sole purpose of coordinating disaster relief services. Each Participant understands and agrees that CAN is not intended to be a system of record but merely as a sharing mechanism in order to coordinate and streamline disaster relief assistance during and after a disaster.
- 2. Additional Participants.** Additional Participants may be invited by the Red Cross, after consulting with the CAN Steering Committee where appropriate, to execute this Agreement in order to contribute to and access CAN.
- 3. Role of Red Cross.** The Red Cross will provide the Collaborating Participants with access to CAN in order for Collaborating Participants to access Information. Red Cross will be responsible for all upgrades to CAN, maintaining CAN, and for removing a Collaborating Participant's Information from CAN upon termination of the Collaborating Participant from this Agreement. Red Cross will provide technical support for the import of Information into CAN.
- 4. Confidential Data.** All Information collected or accessed under this Agreement is considered Confidential Information. Each Participant agrees to comply with the Confidentiality Policy attached hereto as Exhibit A and to ensure that all of its caseworkers who have access to Information sign a Caseworker Confidentiality Agreement in substantially the same format as set forth in Exhibit B. Information can only be used specifically for the purposes set forth in this Agreement and may not be used for non-related activities, including but not limited to, generating donor or mailing lists.
- 5. Contribution to CAN.** Participants shall contribute Information to CAN in order to help coordinate efforts to assist the Affected Persons. Information will include demographic Information on the Affected Person, Participant specific case Information on the Affected Person and a description of services provided to the Affected Person by the Participant. In order to input Information into CAN, the Participant agrees to ensure that each of the Affected Persons executes a Release in substantially the form attached hereto as Exhibit C. The Participant is solely responsible for removing Information from CAN at the request of the Affected Persons.
- 6. Use of CAN.** Subject to the terms of this Agreement, including but not limited to the Confidentiality Policy, each Participant shall have the ability to modify demographic Information at the specific request of a the Affected Persons, but shall have read only access to specific case Information entered by other Participants and to other Participant's description of services provided to the Affected Persons by the Participant. Each Participant shall have the right to access the Information based upon the specific access granted, for the purpose of coordinating provision of services to the Affected Persons.

Applicant Agency Name _____ Applicant Agency Representative Initials _____

7. Ownership and License.

7.1 Ownership. The Collaborating Participants acknowledge that CAN and all intellectual property relating either directly or indirectly to CAN, including but not limited to patents, design rights, copyrights, trademarks, service marks, database rights, trade secrets, know-how and all derivative works thereof (collectively, "Intellectual Property"), are either owned by or licensed to the Red Cross. The Collaborating Participants shall not in any manner attempt to obtain any right, title, or interest, by registration, patent, copyright or otherwise in or to such Intellectual Property or any derivative thereof, and shall not take any action that jeopardizes, limits or interferes with Red Cross' ownership of and/or right to use the Intellectual Property. As between the various Participants, each Participant for purposes of this Agreement shall be deemed to own all right, title and interest in the Information it contributes to CAN. Each Participant hereby licenses all other Participants access to that Participant's Information for the sole purpose of coordinating provision of services to the Affected Persons.

7.2. Right to Access and Use. Subject to this Agreement, each Collaborating Participant is hereby granted a limited, non-exclusive and non-transferable license to access and use CAN in the United States, including without limitation through the internet, solely for the purpose of sharing certain Information on Affected Persons in order to coordinate and streamline disaster relief assistance during and after a disaster in accordance with the instructions and limitations provided in this Agreement. Such Collaborating Participant shall (i) only access and use CAN in accordance with this Agreement; and (ii) maintain the strict confidentiality of CAN. Each Participant shall provide each of its caseworkers who is to have access to the Information with a unique user identification and password.

7.3. Restrictions on Access and Use. The Collaborating Participants SHALL NOT (i) cause, permit or authorize the decompilation, modification, disassembly or reverse engineering of CAN, or otherwise discover the services, software and/or technology of CAN, or create derivative works thereof; (ii) allow unauthorized third parties to view, access or use CAN; (iii) sell, assign, rent, transfer, distribute, act as a service bureau, sublicense or otherwise grant rights in CAN to any other person or entity; (iv) use, or allow the use of, CAN in contravention of any federal, state, local, foreign or other applicable laws, rules or regulations; or (v) introduce into CAN any virus or other code or routine intended to disrupt, delete, damage, or alter CAN.

7.4. No Modification. The Collaborating Participants shall not modify CAN. CAN may include functionality that allows a Collaborating Participant to input and save its data or other similar information as part of CAN. Inputting and saving a Collaborating Participant's internal business data or other similar information shall not constitute modification.

7.5. No Advice. Each Collaborating Participant acknowledges and agrees that neither the provision of nor its use of such software tools and information shall constitute advice. Each Collaborating Participant assumes full responsibility with respect to its decisions and transactions using CAN.

8. Term. With respect to each Participant, the term of this Agreement ("Term") shall begin on the date that such Participant executes this Agreement; and shall remain in effect until the earlier of the date (a) that such Participant terminates its participation under this Agreement; or (b) that there are no remaining Collaborating Participants, (c) that Red Cross discontinues management and or use of CAN; or (d) of close out of the long term recovery efforts under the disasters. Any provisions of this Agreement which by their nature extend beyond its termination, including but not limited to Sections 6,7 (with respect to ownership), 8, 10, 11, 12, 13, 14 and 17, remain in effect until fulfilled, and apply to respective successors and permitted assignees.

9. Termination.

9.1 Any Collaborating Participant may terminate its participation in this Agreement by providing thirty (30) days prior written notice to the Red Cross.

9.2 This Agreement shall be terminated with respect to any Collaborating Participant if it commits a material breach of this Agreement or is otherwise acting in a manner contrary to the interests of CAN or the Parties (a "Breach") and the Breach is not cured within ten (10) days written notice of such Breach by the Red Cross.

9.3 Notwithstanding the foregoing, a Collaborating Participant must cure a Breach of the Confidentiality Policy by immediately taking corrective measures to mitigate the effects of any such Breach and to ensure that such Breach will not be repeated. Such corrective measures shall be reported to the Red Cross, if any, within twenty-four (24) hours of their commencement and shall be communicated in sufficient detail to describe the adequacy and effectiveness of the corrective measures so taken. If acceptable corrective measures are not taken, the Collaborating Participant's participation in this Agreement will be immediately terminated.

9.4 The Red Cross, in its sole discretion, may terminate this Agreement at any time, without any liability to any Collaborating Participant, in the event of an extraordinary occurrence, such as a lack of funding, or loss or termination of license to operate CAN.

10. Effect of Termination.

10.1 Upon the termination of this Agreement with respect to any Collaborating Participant, (a) its access to CAN shall be discontinued as of the effective date of the termination, and (b) it shall make reasonable efforts to promptly return and/or destroy any copies, reports, summaries, or analyses of the Information of any other Participant and continue to maintain the confidentiality of all copies, reports, summaries, or analyses of the Information of any other Participant that are not returned or destroyed. The Collaborating Participant also shall destroy any passwords, security codes, software, documentation, or other materials used to facilitate their access to CAN.

10.2 Upon termination, the Red Cross will remove any terminated Collaborating Participant's Information from CAN.

Applicant Agency Name _____ Applicant Agency Representative Initials _____

11. Indemnification.

11.1 By the Red Cross. Red Cross agrees to indemnify, defend and hold the Collaborating Participants, their directors, officers, employees, agents or contractors (hereinafter the "Participant Indemnitees"), harmless from and against any claim, costs, liability and expense (including court costs and reasonable attorneys' fees) resulting from third party claims which the Participant Indemnitees may incur, suffer, become liable for, or which may be asserted or claimed against the Participant Indemnitees solely as a result and to the extent of the negligent acts, errors or omissions of Red Cross, its governors, directors, officers, employees, or agents as a result of or while performing its obligations hereunder and;

(2) Any breach or violation by Red Cross, its governors, directors, officers, employees or agents of any of the terms and provisions of this Agreement applicable to Red Cross or while performing its obligations hereunder. In no event shall this indemnification of the Participant Indemnitees by Red Cross apply to the extent such losses are caused by the negligence or willful misconduct of the Participant Indemnitees.

11.2 Limitation on Damages. In no event shall any Party be liable to another Party for inaccurate or incomplete data contained in CAN, nor shall Red Cross, its vendors, subcontractors or their officers, employees, or affiliates be liable to any Collaborating Participant for any damages, losses or injuries to Collaborating Participants, any other claim or theory of action whatsoever arising out of or related to this Agreement, including without limitation any obligations of the Red Cross under Section 11.1 above, that individually or collectively exceed \$25,000.

11.3 By Each Collaborating Participant. Each Collaborating Participant agrees to indemnify, defend and hold Red Cross, its governors, directors, officers, employees, volunteers, agents and contractors (hereinafter the "Red Cross Indemnitees") harmless from and against any claim, costs, fines, penalties, liability and expense (including court costs and reasonable attorneys' fees) (hereinafter "Liabilities") which the Red Cross Indemnitees may incur, suffer, become liable for, or which may be asserted or claimed against the Red Cross Indemnitees as a result of : (1) the acts, failure to act, errors or omissions of the Participant Indemnitees, resulting from (i) use by the Participant Indemnitees of CAN or (ii) the Participant Indemnitees' provision of Information; or (iii) the Participant Indemnitees' use of Information obtained from CAN; or (3) any breach or violation by the Participant Indemnities of any of the terms and provisions of this Agreement or while performing their obligations hereunder. Each Collaborating Participant further agrees to indemnify, defend and hold harmless Red Cross, its governors, directors, officers, employees, volunteers, contractors and agents against any cost, liability, expense, allegation or claim for damages incurred by, or alleged against Red Cross arising in any manner from failure of the Participant Indemnitees to comply with any applicable state, federal or local regulation, law or rule in the Participant Indemnitees' use of CAN and provision and receipt of Information. In no event shall these indemnifications of the Red Cross Indemnitees by the Collaborating Participants apply to the extent such losses are caused by the negligence or willful misconduct of the Red Cross Indemnitees, nor shall any Collaborating Participant be responsible to the Red Cross Indemnitees for Liabilities caused by one or more other Collaborating Participants, except to the extent such Liabilities were contributed to by the indemnifying Participant.

12. Warranty.

12.1 Each Participant warrants, covenants and represents that it shall comply with all applicable laws rules and regulations, including but not limited to all privacy laws.

12.2 CAN and any related services are provided "as is" without any warranty, express, implied or otherwise, regarding the security of CAN, the availability of CAN, the accuracy, performance, or the functionality of CAN and any services provided therewith, or any other matter. Notwithstanding anything herein to the contrary, Red Cross hereby disclaims any warranty of fitness for a particular purpose, quality, merchantability, or noninfringement of third party rights.

12.3 None of the Participants warrants or represents the accuracy or completeness of the Information it provides, and, except with respect to claims for indemnification pursuant to Section 11, shall not be liable for any inaccuracies or incompleteness of such data.

13. Limitation of Liability. Under no circumstances shall Red Cross or its representatives be liable for special, indirect, incidental, or consequential damages, including loss of data, costs of re-creating lost data, loss of profits or business information or business interruption or other pecuniary loss, whether based on breach of contract, breach of warranty, lack of security, tort (including negligence but excluding intentional torts), product liability or otherwise, regardless of whether Red Cross or its representatives have been advised of the possibility of such damages.

14. Press Releases. Each Collaborating Participant shall use its best efforts to coordinate any press release or written public statement regarding CAN with the other Participants. Notwithstanding the foregoing, Collaborating Participants may not permit or generate any publicity, advertising or promotion concerning this Agreement or CAN without the prior written consent of the Red Cross after its consultation with the CAN Steering Committee, where appropriate. Each Participant recognizes that the name, emblem, logo and marks of the other Parties represent valuable assets and that substantial recognition and goodwill are associated with such assets. No Participant may use the name, emblem, logo, or marks of any other Party without prior written consent.

15. No Assignment. No Party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without the prior written consent of each of the other Parties. Any attempt to do so will be null and void.

16. Notices. Notices shall be provided in writing to the address specified by each Party on Exhibit D attached hereto, which may be modified from time to time. Notices may be delivered by hand, first-class mail, facsimile transmission, or overnight carrier and shall be deemed effective upon receipt.

Applicant Agency Name _____ Applicant Agency Representative Initials _____

Exhibit A
Confidentiality Policy

1. Definition. "Confidential Data" shall mean certain personal information disclosed to the Participants by the Affected Persons seeking assistance, and contributed by the Participants to CAN, or created in aggregate from CAN. Confidential Data shall also include any other confidential data, including without limitation all technical information related to CAN, the terms and conditions of this Agreement, financial information, know-how and technology or other information about a Party's organizational or operational procedures, which the disclosing Participant identifies as confidential at the time of disclosure or at a reasonable point thereafter. The Parties agree that for purposes of this Confidentiality Policy, "Participants" means all Participants and their employees, volunteers, affiliates, subsidiaries, agents and related foundations.
2. Use. The Parties shall maintain the confidentiality of all Confidential Data in the same manner that they protect their own confidential information of similar nature, but in any event, shall apply no less than a reasonable degree of care. The Parties shall use Confidential Data solely for the purpose of coordinating the provision of relief services to Affected Persons. Parties shall not disclose, publish, reproduce in any form or otherwise disseminate the Confidential Data to any third party, other than to another Participant or the Red Cross if authorized in writing and other than as expressly authorized in writing or by electronic mail by the providing Participant, by the Affected Persons or by their legal representative, or as required by law. All other uses and disclosures of the Confidential Data are prohibited.
3. Internal Access. The Parties shall restrict internal access to the Confidential Data to their respective caseworkers on a need-to-know-basis and shall require such caseworkers to be bound by the confidentiality provisions of this Agreement and execute the Caseworker Confidentiality Agreement attached as Attachment B.
4. Legal Disclosures. The Parties agree that upon receipt by any Party of any request, subpoena, or other legal obligation to produce any Confidential Data (the "Receiving Party"), if a portion of such Confidential Data was contributed to CAN by another Party, the Receiving Party shall promptly notify the Steering Committee of such Confidential Data. The Parties will cooperate with all other Parties to limit the scope of the request, subpoena, or other legal obligation. The Parties may, in their discretion, collectively or individually, take appropriate legal or other action to oppose such disclosure. Confidential Data which is required to be disclosed by law, including court order or government issued subpoena, may be disclosed by the Receiving Party for that purpose regardless of which Party may have contributed it to CAN, but does not otherwise cease to be treated as Confidential Data.
5. Limitations. The Parties' obligations of confidentiality and any restrictions on use set forth herein will not apply to any data that: (a) was already in a Party's possession without any obligation for confidentiality; (b) was properly obtained from a source other than CAN without any obligation of confidentiality; (c) was disclosed to another entity by a Party without obligation of confidentiality; or (d) became publicly available when received or later becomes publicly available, provided that the information that may be disclosed is limited to what was obtained through the public source and does not contain any other Confidential Data provided by Parties, and provided further that this subsection (d) is subject to written confirmation by the disclosing Party that the data is no longer confidential.

Applicant Agency Name _____ Applicant Agency Representative Initials _____

Exhibit B

Case Manager Confidentiality Agreement

Instructions

Before completing this form, you MUST complete the CAN online registration. To do this, complete the following steps:

- Go to www.can.org and select the *Associated Disaster Information* from the drop-down in the upper right corner then click *Go*
- On the page that opens, click *Registration, Login, and Password Help* on the left side, then *Register Me* on the next page
- Complete the online form and write down the username and password you are given. Be sure to select your agency from the *Agency* field. Your access cannot be approved if the agency on your registration and on this form do not match. Your names must also match on this form and the online form as well.
- Your account will be activated within three (3) business days of us receiving both steps of the registration process.

I understand that in the course of working at _____ I may have access to
Agency Name
personal information regarding individuals seeking or receiving services as a result of a disaster. I also understand that in the course of working at _____ I may become privy to
Agency Name
information pertaining to individuals who are missing, who lost their lives or were injured as a result of a disaster.

I agree that I shall not disclose to anyone, including co-workers or volunteers, for any purpose not related to assistance, any such information without permission from _____
Agency Name
and the respective individual's prior written permission, or as may otherwise be required by law.

I also agree to comply with _____ policy that all contacts with the media
Agency Name
must be referred to _____
specified management or officers of agency
I will not make any disclosures to the media on behalf of _____ or governmental agencies unless
Agency Name
specifically asked to do so by _____
specified management or officers of agency

_____	_____
CAN User Signature	Date
_____	_____
CAN User Printed Name	Agency Name
_____	_____
CAN Username from Online Registration	Agency CAN ID (If Known)
_____	_____
CAN User Address	Agency CAN Point of Contact
_____	_____
CAN User City, State, Zip Code	Agency Point of Contact Phone
_____	_____
CAN User Email Address	Agency Point of Contact Email
_____	_____
CAN User Phone	Agency Point of Contact Signature



**Exhibit C
CONSENT TO THE RELEASE OF CONFIDENTIAL INFORMATION TEMPLATE**

**NAME OF AGENCY COLLECTING INFORMATION
INSTRUCTIONS**

Signing and returning this form authorizes _____ to
Name of Agency Collecting Information
share certain personal information collected about you or your family with other disaster relief and voluntary
organizations participating in the Coordinated Assistance Network. _____
Name of Agency Collecting Information

needs to share this information in order to coordinate available disaster relief services and assistance, and to reduce the paperwork and applications necessary in order for you or your family to receive disaster relief assistance and services from multiple relief organizations. All disaster relief organizations participating in the Coordinated Assistance Network are committed to respecting your privacy and using the information solely for the purpose of coordinating and providing disaster relief assistance.

With the exception of certain limited circumstances, it is the policy of _____,
Name of Agency Collecting Information
not to release information about individual or family disaster relief assistance, or other personal information obtained through the provision of disaster relief services, without the written consent of the individual or family. Therefore, we need your written consent to share this information to and assist you or your family with obtaining the disaster relief services in the most expeditious and least cumbersome manner.

CONSENT AND RELEASE

I, _____, hereby authorize the _____
Client Name Name of Agency Collecting Information

to share any of my information in its possession, including, such as but not limited to my name, address, other personal information and the type of assistance I am receiving as a result of the following disaster:

_____, with other disaster relief and voluntary organizations participating
Disaster Relief Operation Name
in the Coordinated Assistance Network in order to coordinate available disaster relief services and assistance.

If you wish to limit this release to specific information, please specify the information that may be released.

I understand that I may revoke this consent at anytime by contacting _____ except
Agency Contact
when action has already been taken to obtain and/or release such information to organizations participating in the Coordinated Assistance Network

My signature on this release indicates that I have read the above, or had it read to me, and that I understand the terms and conditions. I have also had the opportunity to ask any questions. I am also signing this release on behalf of my children that are under the age of eighteen (18).

Signature Head of Household

Signature Spouse

Identification Date

Identification Date

