

Sponsor(s) : County Council  
Adopted : September 6, 2022  
Committee Referral : N/A  
Committee Consideration Date : N/A  
Committee Recommendation : N/A

**RESOLUTION NO. 22-R-43**

**COUNCIL-ADMINISTRATOR FORM OF GOVERNMENT FOR COLLETON COUNTY**

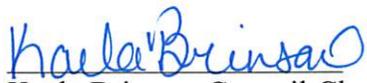
**[A Resolution to Approve a Memorandum of Understanding between Colleton County, the SC Department of Veterans' Affairs and Combined Arms, Inc. for Veterans' Services.]**

1. The SC Department of Veterans' Affairs and Combined Arms, Inc. wish to enter into a Memorandum of Understanding with the Colleton County Veterans' Affairs Office to create a South Carolina Veterans Network Operational Platform to improve the quality of Veteran services in South Carolina; and
2. This program would assist Veterans with obtaining VA benefits and services on the local level; and
3. This program would be beneficial for Veterans who are transitioning out of the military and do not know where to begin when searching for housing, education, jobs and filing claims; and
4. The Colleton County Veterans' Affairs Office has recommended that Council approve this Memorandum of Understanding.

**NOW, THEREFORE, BE IT RESOLVED BY THE COLLETON COUNTY COUNCIL DULY ASSEMBLED THAT:**

1. County Council hereby approves the Memorandum of Understanding between Colleton County, the SC Department of Veterans' Affairs and Combined Arms, Inc. for Veterans' Services.

ATTEST:

  
Kaela Brinson, Council Clerk

SIGNED:

  
Steven D. Murdaugh, Chairman

COUNCIL VOTE: UNANIMOUS  
OPPOSED:

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF COLLETON )

**MEMORANDUM OF UNDERSTANDING**

The South Carolina Department of Veterans' Affairs (SCDVA), an agency of the State of South Carolina, has entered into an agreement with Combined Arms, Inc. (CAX), a Texas non-profit corporation. The purpose of the SCDVA-CAX Agreement is to create a software platform that connects South Carolina veterans with Participating Organizations that can provide requested services. This software platform is called "Combined Arms." Users of Combined Arms are "clients." In addition to connecting clients directly to Participating Organizations, Combined Arms contains a referral feature that allows one Participating Organization to refer a client to another Participating Organization for additional services called "Check-In."

Colleton County Veterans Affairs Office (Participating Organization) agrees to the terms of this Memorandum of Understanding (MOU) with SCDVA in exchange for permission to use Combined Arms to send and receive client referrals. As part of the SCDVA-CAX Agreement, CAX agrees to perform services for Participating Organization as described in this MOU.

This MOU is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (Effective Date) by and between SCDVA and Participating Organization. This MOU governs Participating Organization's use of Combined Arms as procured by SCDVA in the SCDVA-CAX Agreement.

1) Participating Organization Duties.

- (a) Once all parties sign this MOU, Participating Organization will provide SCDVA and CAX all information requested in the letter of interest attached to this MOU.
- (b) Participating Organization agrees that SCDVA will conduct a general due diligence review to assure that Participating Organization conducts itself in a manner that is ethical and consistent with SCDVA standards. Examples of what may be reviewed for due diligence are included in the CAX General Terms and Conditions in Attachment 3 to this MOU.
- (c) Participating Organization is a (check all that apply):

National Organization (TIER 1)

An institution or nonprofit organization with a national presence capable of managing high volume client referrals and sending high volume client referrals back to Combined Arms for additional needs of clients. They meet a 72-hour response standard and provide high bandwidth of resources for the collaborative system. Programming is based on well-established best practices. They are part of a two-way referral pipeline via Check-In.

State Organization (TIER 2)

A statewide institution or nonprofit organization capable of easily responding to the client demand across the state. They do not have national chapters. Their focus is statewide. They meet a 72-hour response standard and provide significant bandwidth of resources to the collaborative. They are part of a two-way referral pipeline via Check-In.

Regional Organization (TIER 3)

A regional or local institution or nonprofit organization capable of easily responding to the client demand of a metropolitan area. They do not have national chapters. Their focus is on a metropolitan area through a local chapter, regional district, or local area of operation. They meet a 72-hour response standard and provide significant bandwidth of resources to the collaborative. They are part of a two-way referral pipeline via Check-In.

- (d) Participating Organization must select at least one person per Tier as the point of contact for Combined Arms. Each point of contact is responsible for:
  - (i) providing SCDVA and CAX an updated Participating Organization description, mission statement, logo, staff point of contact, and other information for Combined Arms;
  - (ii) Using Check-In to refer a client to another Participating Organization, in compliance with the No Wrong Door Policy described below.
- (e) Participating Organization has the following responsibilities per Tier:
  - (i) Participating Organization will accept referrals from Check-In.
  - (ii) Participating Organization will use Check-In to refer veterans to other Participating Organization(s) when Participating Organization cannot deliver a requested service. This is the No Wrong Door Policy.

The **No Wrong Door Policy** is the practice of Participating Organizations referring clients to other Participating Organizations upon learning that the client has a need outside of the scope of Participating Organization's services. This policy directly affects the success of the program. The No Wrong Door Policy depends on all Participating Organizations to ensure that no client goes unserved.

- (iii) Participating Organization commits to providing timely inputs and outcomes to the Combined Arms platform.
- (iv) Participating Organization must follow the Accountability Procedures for connecting clients to resources, including responding to requests within 72 hours. The Accountability Procedures are attached as Attachment 1.
- (v) Participating Organizations must comply with the Privacy Policy as attached to this document as Attachment .
- (vi) Participating Organization must follow the Terms & Conditions as attached to this document as Attachment 3.
- (vii) Participating Organization will keep clients' information safe under the Protecting Private Information policy. The Protecting Private Information Policy is attached to this document as Attachment 4.
- (viii) Participating Organization will have access to dashboards regarding Combined Arms data, and it will use them in good faith.
- (ix) Participating Organization shall inform SCDVA and CAX of significant changes to any resources it offers via Combined Arms, such as programs, client service qualification, leadership changes, and other significant changes to keep resources

up to date.

(f) Participating Organization grants SCDVA and CAX permission to display Participating Organization's:

- logo,
- name,
- public contact information,
- promotional materials,
- advertisements,
- social media platforms,
- media spots, and
- organizational description

on Combined Arms. SCDVA and CAX may use these items on related websites and SCDVA publications promoting Combined Arms.

(g) Participating Organization will provide CAX with Participating Organization's logo in a 1:1 (square) ratio on a white background for display on Combined Arms.

Participating Organization *may* provide photos or other marketing materials; *however*, SCDVA and CAX are not required to display any specific materials. SCDVA has final authority as to which of Participating Organization's authorized materials are displayed on Combined Arms.

## 2) SCDVA & CAX Duties.

(a) CAX will keep Combined Arms up-to-date.

(b) CAX grants Participating Organization a license to display the CAX logo, name, description, contact information, promotional materials, advertisements, and media spots. This license is not exclusive, and Participating Organization may not assign or transfer this license.

(c) CAX will create and maintain a ticket system to respond to technical difficulties related to Combined Arms.

(d) CAX will use reasonable efforts to:

- (i) ensure an efficient experience for clients by maintaining the No Wrong Door Policy approach; and
- (ii) maintain accountability among SCDVA, Participating Organizations, and clients.

(e) CAX will facilitate the connection of clients to resources at Participating Organizations via Combined Arms.

(f) CAX will provide Participating Organization with credentials to access Combined Arms.

(g) CAX will provide Participating Organization with referrals received via Combined Arms that are relevant to Participating Organization's mission.

(h) SCDVA will provide training tools and schedule periodic training dates to support Participating Organization's use of Combined Arms.

(i) SCDVA will maintain relevant Combined Arms data dashboards for all Participating Organizations. SCDVA may upon request provide custom dashboards or reports to

Participating Organization.

- (j) SCDVA and CAX will provide the following adequate, timely communication about Combined Arms:
  - (i) new policies;
  - (ii) significant events;
  - (iii) important visitors;
  - (iv) opportunities or needs for inter-organization collaboration, assistance, volunteers, etc.; and
  - (v) voting on group decisions.
- (k) Within reason and subject to state law, SCDVA and/or CAX will provide marketing assistance to boost Participating Organization's program-related events and fundraisers.

3) Termination & Suspension.

- (a) SCDVA may terminate this MOU if Participating Organization fails to perform any obligation under this MOU.
- (b) SCDVA may terminate the MOU if Participating organization breaches this MOU.
- (c) SCDVA may conduct Participation Reviews to assure Participating Organization is meeting Combined Arms requirements for referrals, response time, other SCDVA standards, or other CAX standards. If Participating Organization fails to show improvement after 60 days under a Participation Review, SCDVA may decide to either:
  - (i) suspend (e.g., for 90 days, 6 months, or 1 year) Participating Organization's participation under this MOU; or
  - (ii) terminate this MOU.

The usual steps for a Participation Review are in the Accountability Procedures attached as Attachment 1.

- (d) If in the determination of SCDVA, the Participating Organization (including directors, officers, employees, volunteers, or other representatives) conducts itself in a manner that appears unethical or inconsistent with SCDVA standards, SCDVA will send an inquiry to Participating Organization to investigate the conduct. If following the inquiry, SCDVA concludes that such unethical or inconsistent conduct warrants termination, SCDVA may terminate this MOU and Participating Organization's participation and access immediately.
- (e) Upon mutual written agreement, SCDVA and Participating Organization may immediately terminate this MOU at any time.

4) Other Duties of Participating Organization. Participating Organization shall **not**:

- (a) grant access to lists including personal or contact information of clients (Contact List) to any third party (including for purposes of fundraising or revenue generation) without written permission from SCDVA;
- (b) present itself as representing or acting on behalf of SCDVA and/or CAX, including attempting to sign contracts or other agreements as a representative of SCDVA; and

(c) use the SCDVA and/or CAX name, logo, or contacts for any purpose without written permission from SCDVA.

- 5) Binding Effect. This MOU is fully effective as of the date of its Effective Date and is binding on SCDVA, CAX, and the Participating Organization and their respective successors, heirs, and permitted assigns.
- 6) Relationship. Nothing in this MOU creates a partnership among SCDVA, CAX, and/or the Participating Organization. Nothing in this MOU makes CAX or Participating Organization an agent of the State of South Carolina.
- 7) Public Announcements. SCDVA, CAX, and/or Participating Organization may make a public disclosure or announcement regarding this MOU, including the identity of Participating Organization as the signee of this MOU.
- 8) Governing Law. The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of SCDVA, CAX, or the Participating Organization will in all respects be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.

9) Dispute Resolution.

If any issue dispute, controversy, or claim arises out of or in connection with this MOU (Dispute), the dissatisfied party—either SCDVA or Participating Organization—must send written notice of the Dispute to the other. SCDVA and Participating Party will then meet within 10 days of the other receiving the Dispute. SCDVA and Participating Organization shall meet and negotiate in good faith in an attempt to resolve the Dispute. Either SCDVA or the Participating Party can request CAX’s attendance and participation in the meeting and negotiations.

10. Entire Agreement. This MOU and its Attachments constitute the entire agreement between SCDVA and Participating Organization as a user of Combined Arms. This MOU supersedes any previous or current written or oral understandings among SCDVA, CAX, and Participating Organization with respect to Combined Arms.

11. Scope of Agreement. This MOU governs only the Participating Organization’s use of Combined Arms under the SCDVA–CAX Agreement. This MOU does not govern any other relationships among Participating Organization, SCDVA, and CAX.

12. No Indemnity or Defense: Any term or condition is void if it requires the State of South Carolina to indemnify, defend, or pay attorney’s fees to anyone for any reason.

13. Warranties. CAX warrants and represents that it has the experience and abilities necessary to perform all required services with a high standard of quality and that Combined Arms will conform in all material respects with the express terms set forth in this MOU.

14. Notices. All notices and other communications required under this MOU must be in writing and shall be addressed to the recipient at the address or email set forth below:

SCDVA:  
South Carolina Department of Veterans’ Affairs  
Attn: David Rozelle

CAX:  
Combined Arms, Inc.  
2929 McKinney Street

1800 Saint Julian Pl. Ste. 305  
Columbia, SC 29204  
[david.rozelle@scdva.sc.gov](mailto:david.rozelle@scdva.sc.gov)

Houston, TX 77003  
Members@combinedarms.us

Participating Organization:  
Colleton County Department of Veterans' Affairs

With Copy to:  
Colleton County Attorney

*[remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, SCDVA, CAX, and Participating Organization, SCDVA, and CAX have executed this MOU to be effective as of the Effective Date.

SC Department of Veterans' Affairs

Signature \_\_\_\_\_

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

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

Combined Arms, Inc.

Signature \_\_\_\_\_

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

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

Colleton County Department of Veterans' Affairs

Signature \_\_\_\_\_

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

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

## **Attachment 1**

### **Participating Organization Standards, Accountability Process, and Anti-Harassment Notice**

1. SCDVA staff will check “Initiated” case referrals in Combined Arms. SCDVA will escalate cases that Participating Organization has not responded to that are at or near 72 hours from being Initiated.
2. “Escalating” a case means SCDVA will send a “Friendly Reminder” to the Participating Organization’s point of contact. The Friendly Reminder will notify them of the number of cases needing attention as well as the cases’ lapse time.
3. If the cases continue to remain on Initiated status for 2 days after Escalating, then a phone call is made to the Participating Organization. If we cannot reach the organization on the phone, another email is sent to (1) the Participating Organization’s point of contact, (2) the Supervisor of the point of contact, and (3) the SCDVA Regional Integration Officer (RIO) who supports the Participating Organization. The email will inquire about staff availability, system issues such as log-in errors, special events, etc., that may be causing the delay.
4. If the cases do not move and the RIO is unable to determine the reason for a lack of response, then SCDVA Management (Operations Director or Executive Office) will speak with Participating Organization’s leadership, e.g., the E.D. or CEO. SCDVA Management and Participating Organization’s leadership will set up a meeting to discuss possible resolutions to the response time and discuss the 72-hour response time in the MOU.
5. If the Initiated case referral is still waiting after over 150 hours, the Participating Organization still has not responded, and the client has already connected to a another similar Participating Organization in the system, then we will close the case with the responses that the Participating Organization did not respond and that the case was referred to another Participating Organization with unknown outcomes;
6. If there are no similar cases or existing connections, then Combined Arms intake determines what other Participating Organization provides a similar resource that the client qualifies for and reassigns the case to that organization’s resource using the “Reassign Case” button. Contact with the client is then made to make them aware of the reassignment.
7. If the Participating Organization does not adhere to the participation standards of the MOU, the SCDVA team conducts a “Participation Review,” which includes:
  - a. Pausing the Participating Organization’s incoming referrals from Combined Arms
  - b. Completing a 30-day follow up with Participating Organization
  - c. Reviewing / due diligence review of Participating Organization
  - d. Retraining appropriate Participating Organization staff on using Combined Arms
  - e. Reactivating incoming referrals to Participating Organization with a lower threshold
  - f. After reactivating, starting a 30-day probation period to ensure Participating Organization is responding to clients within 72 hours.
  - g. Reviewing thresholds with Participating Organization’s leadership upon completion of probation.

#### **Anti-Harassment**

SCDVA is committed to providing a work environment free of unlawful harassment. CAX policy

prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. **All such harassment is unlawful and will not be tolerated.**

CAX's anti-harassment policy applies to all persons involved in the operation of CAX and prohibits unlawful harassment by any employee of CAX, including supervisors and managers, as well as vendors, customers, and any other persons working with or for CAX.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

If you believe that you have been unlawfully harassed, submit a written complaint to your own supervisor or to the Chief Executive Officer (CEO) or the Controller as soon as possible after the incident. Provide details of the incident or incidents, names of individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to the Chief Executive Officer (CEO). CAX will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

CAX management will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by co-workers.

If CAX determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved.

## **Attachment 2**

### **CAX Privacy Policy**

#### **Privacy Policy**

The privacy policies of Combined Arms apply to information collected by this website.

**Information Collection and Use** - We become the sole owner of the information collected and provided on the website. We may use this information to contact you about your account unless you specify otherwise. We may contact you to notify you of new products or services, and changes to the Terms and Conditions.

#### **Log Data**

When you visit our website, we automatically collect your browser version, the IP address of the computer you use to visit the website, and the list of other websites visited by the same computer.

#### **Cookies**

We use cookies to collect information about visitors to the Combined Arms website. This makes the website more convenient. We analyze visitor behavior to improve the website. You may configure your browser to refuse all cookies. This may prevent proper operation of some portions of the website.

#### **Access to and Control Over Information**

You may opt out of any future contact from Combined Arms at any time by using the “unsubscribe” feature in our communication. You may see what information we have about you, change or correct any information about you, or request deletion of information about you.

To view or change the information we have about you, follow steps 1-4 in the “California Privacy Rights” section below.

To request permanent deletion of information about you follow these steps:

Step 1: Make an account or log in

Step 2: Click “Report an Issue”

Step 3: Enter a “Subject” and “Description”

Step 4: Select “Request to Delete my Data” under “Request Type”

Step 5: Click “Next”

Step 6: Upload File, or press “Finish” to complete the request

We will permanently delete all User’s data across all platforms within 10-business days of the request. Terminating your data from Combined Arms platforms will remove you from all future communication.

#### **Use of Third Party**

Combined Arms does not use third party data. Combined Arms shall not expose, share, sell, nor rent client information to a third party at any time. All parties are bound to the Terms and Conditions of the Privacy Policy.

## **Data Security**

The security of identifiable information is important to us. But no method of transmission over the Internet or method of electronic storage is completely secure. We use commercially reasonable means to protect identifiable information, but we cannot guarantee its absolute security. We will notify all affected users in the event of a security breach, and provide instructions as needed.

## **Registration**

Users and Participating Organizations must register before using our website. Registration information includes contact information, a username, and a password. Registration information also includes:

- user's name
- address
- email
- service or discharge status
- era of service
- gender
- date of birth
- marital status
- household size and income

We may recommend Participating Organizations to you based on the information you provide to Us. If you refuse to provide requested information, the quantity and quality of Our recommendations may be limited.

## **Purposes for which we will use your data**

The ways we plan to use your personal information are as follows

- **Services.** We collect user feedback to improve our Services and our Site. Please note that for us to provide our Services, we will need to share your personal data with our Participating Organizations, as further described below.
- **Usage.** We also use your data, especially usage data and technical data, including the actions you take in your account (such as Site visits, page interaction information, and search history), to evaluate and improve our Site and our Services.
- **Cookies and other technologies.** We use technologies like cookies to provide, improve, protect, and promote our Site and our Services. Combined Arms currently does not respond to Do Not Track requests.
- **Marketing.** We also use your data to provide you with information about events, programs, or services we feel may interest you. If you do not want us to use your data in this way, select the 'unsubscribe' link in any e-mail communication from us.
- **Relationship.** We will also use your data to manage our relationship with you which will include notifying you about changes to our Privacy Policy and asking you to leave a review or take a survey.

## **Sharing**

We may share certain information collected from Users and Participating Organizations. We do not sell or rent this information to anyone. We may share User information with Participating Organizations if it is necessary to fulfill the User's request. We may share Participating Organization information with Users and other Participating Organizations. This may be necessary to fulfill User requests. We may share anonymized information to satisfy mandatory reporting. All

Users in reports will be de-identified. We may also be required by court order to disclose collected information.

### **Protecting your data**

We only process personal information where we have a legal basis for doing so. We review the personal information we hold on a regular basis to ensure it is being lawfully processed.

We will only keep your personal information for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

We have implemented measures and procedures that protect the security of your personal information. But, it is important to remember that no method of transmission over the Internet or method of electronic storage is completely secure.

If the company is acquired your personal information will become the property of the acquiring company. If that event is likely to occur, Users will be notified before the transfer of ownership.

Users will have to option to:

- Securely dispose of, transmit, or download their health information
- Close their account

The new company's policies must align to Combined Arms Privacy Policy for a transfer of ownership to take place.

If the company goes bankrupt your personal information will be archived or deleted by the bankruptcy trustee in accordance with the legal, accounting, or reporting requirements of the U.S. Bankruptcy Code.

### **Your California Privacy Rights**

Accessing Account Information. We will provide you with the means to ensure that your personal information in your web account file is correct and current. You may review this information by contacting us by sending an email to [info@combinedarms.us] or edit it yourself with the following steps.

Step 1: Make an account or login

Step 2: Click on "My Profile"

Step 3: Click Edit to update your information

Step 4: Click "Save"

California Online Privacy Protection Act. The California Online Privacy Protection Act ("California Act") and the California Business and Professions Code require that this Privacy Policy identifies the categories of personally identifiable information (as that term is defined above and in the California Act) that we collect. This is done for individual consumers who use or visit our Site. It sets the categories of third-parties or entities with whom such personally identifiable information may be shared. See more about the California Act at <https://oag.ca.gov/privacy/ccpa>

### **Geographic Location**

We make no representation that materials on this Site are appropriate or available for use in locations outside of the United States, and access to them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

**Contact**

Have questions or concerns about our Site, Services, or Privacy Policy? Contact us at [info@combinedarms.us](mailto:info@combinedarms.us).

## **Attachment 3**

### **CAX Terms and Conditions**

#### **Combined Arms Terms and Conditions**

Combined Arms, Inc. (“Combined Arms” or “We”), is committed to providing a positive experience for veterans (the “Users”). Our goal is to foster and perpetuate a collaborative culture among Users and military service organizations. Our service matches Users with veteran service organizations (the “Participating Organizations”).

#### **Introduction**

We offer Our services to users under the following terms and conditions (the “Terms and Conditions”). Users agree to these Terms and Conditions when register on Our website. A request for our service acts as your agreement to the Terms and Conditions. These Terms and Conditions apply to any of our services including use of the website <[www.CombinedArms.us](http://www.CombinedArms.us)>, or its logo, and trademarks.

Please read these terms and conditions carefully. If you do not agree to all terms and conditions, you must stop all use of the Combined Arms website, its products, or services.

#### **Combined Arms Products and Services**

We coordinate contact between Participating Organizations and Users. Combined Arms does not provide any other products or services to Users or Participating Organizations. We may recommend a list of Participating Organizations based on a User’s information. A User may search for a Participating Organization listed on the website.

#### **Recommendations from Combined Arms**

We do not guarantee the services of any Participating Organizations that we recommend. A User’s expressed interests are the guide to a matching Participating Organization. We do not guarantee they are capable of satisfying the User’s needs.

#### **Select a Participating Organization**

We provide a directory of Participating Organizations on the website. Users can select one or more based on his or her interests or needs. Our directory includes ratings and reviews of Participating Organizations created by other Users, when available.

#### **Combined Arms Liability**

When We help Users and Participating Organizations connect, We do not warrant the products or services provided by Participating Organizations. We do not create contracts between Users and a Participating Organization.

#### **No Guarantees or Endorsements**

We try to vet the credentials of listed Participating Organizations. We do not endorse or recommend the products or services of any particular Participating Organization. We leave the choice up to Users. The Participating Organizations are not our employees or agents. We are not agents of any Participating Organizations.

### **No Contracting via the Combined Arms Website**

We may inform Users of certain offers or discounts provided by a Participating Organization. Such offers or discounts are made solely by the Participating Organization. We do not guarantee or warrant the discounts or quotes made by a Participating Organization. Any offers or quotes provided by Participating Organizations on our website are not contractually binding on Us.

### **Use of Combined Arms**

Users agree Our website is for personal use only. Participating Organizations agree their use of our website is only to provide products and services to Users. Neither Users nor Participating Organizations may use our website to recreate or compete with Us, to harass other Users or Participating Organizations, or to distribute unlawful or false information.

You acknowledge that a violation of this term could result in significant damages.

We reserve the right to revoke a User's access to Our products, services, or properties at any time for any reason.

We reserve the right to terminate your use of the website if We determine you are misusing our products or services including but not limited to hacking, scraping content, or spamming. Combined Arms reserves the right to stop access and initiate legal actions for appropriate remedies.

### **User and Organization Provided Information & TCPA Consent**

The information you enter when registering with Us may be stored on Our website. Some of that information may be shared with Participating Organizations to fulfill your requests.

The User agrees to be contacted by us or Participating Organizations. This can be by phone, mail, text, or email. Users requesting to be contacted supersedes the restriction of a "Do Not Call" list because they are opting in to being contacted.

Users also allow us to provide his or her phone number to Participating Organizations.

We or the Participating Organizations may use autodial or pre-recorded messages. The Participating Organizations agree to be contacted by Combined Arms or Users. This can be by phone, email, U.S. Postal Service mail, or text messaging at its contact numbers or addresses. This applies even if the Participating Organization is listed on any "Do Not Call" list.

The Participating Organization authorizes Combined Arms to provide its phone number to Users. The Participating Organization consent to our use automated phone technology (including autodialed and prerecorded messages) to call.

Users and Participating Organizations agree to provide accurate information. If any information provided is not accurate, We reserve the right to refuse to provide you our products or services.

You are responsible for any use of our products or services by persons to whom you intentionally or negligently allow access to your password.

To knowingly input false information could cause damages to Combined Arms. It could also cause damage to our Participating Organizations.

### **Text Messaging**

When you register you agree to receive informational text messages from Us or Participating Organizations. These text messages shall not be used for marketing purposes. You may choose to opt out of receiving text messages from Us at any time. Email Us at [info@combinedarms.us](mailto:info@combinedarms.us). Tell us the phone number that should stop receiving messages. But, opting out will affect the services you receive.

### **Our Right to Use Your Content**

You acknowledge and agree that any Content you post or provide may be viewed by the public and will not be treated as private, proprietary, or confidential. You authorize Us and our affiliates to create derivative works of, reproduce, display, or otherwise use or exploit such Content throughout the world in any format or media for the duration of any copyright or other rights in such Content. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any ownership rights that you may have in any Content posted or provided by you.

You agree that any Content you post may be viewed by vetted agencies that have agreed to deliver services and resources to clients. You authorize Us, our affiliates, and licensees to use anonymized data related to your requests. No identifying personal User information is disclosed.

### **Representation of Ownership and Right to Use Content**

By posting or providing any Content to Us, you represent and warrant that you own and have all necessary rights to use your Content. You grant Us the right to use your Content. Further, if you post or otherwise provide any copyright-protected Content, you represent that you have obtained from the owner all necessary permissions or releases for its use.

### **Content Guidelines**

Combined Arms reserves to right to edit, curate, to refuse to post, or remove content. The following are the types of content that will be removed. Offensive, harmful, or abusive language. Sexually explicit language or hate speech. References to illegal activity. Language that violates standards of good taste. Statements that are or appear to be false. Comments that disparage Us.

We may hold reviews and ratings if there is a dispute between the User and Participating Organization until a resolution is reached.

Users agree to be truthful and accurate about ratings and reviews. Users agree that their reviews and ratings will only be about their experience.

### **Notice Specific to Documents and Information Available on this Website**

You can use the documents or content on our website if you reference that it came from Us. A copyright notice must appear in all copies. Our content can only be used for information use, noncommercial use, or personal use. It cannot be copied or posted on a network computer or broadcasted in any media. Content cannot be modified. Educational institutions have permission to download content and print it for classroom use.

Distribution outside the classroom requires Our express written permission. Use for any other purpose is expressly prohibited by law and may result in severe civil and criminal penalties. Combined Arms make no warranties about the condition of the documents or graphics on the website. There may be mistakes in the content. We make corrections from time to time.

### **Participating Organization Due Diligence**

Combined Arms uses several criteria when screening potential Participating Organizations for membership. Combined Arms believes its methods are reasonable. We do not warrant that Participating Organizations will continue to meet the screening criteria. We do not warrant that the information received from Participating Organizations is error-free or up to date.

### **Frequency**

Combined Arms may review potential Participating Organizations before acceptance into Our network. We may review later to ensure the quality of products and services provided by Participating Organizations.

### **Financials**

Combined Arms may review Participating Organizations' financial information, such as IRS Form 990, to confirm their tax-exempt status.

### **Due Diligence Process**

Combined Arms may review Better Business Bureau rating and any complaints. Combined Arms may also review information from third-party charity evaluation organizations. We may also review of a Participating Organization's social media and online presence. We may change our Due Diligence Process any time, at our discretion.

### **Legal Search for Civil Judgments**

We may check for state-level civil and criminal lawsuits or judgments involving the principal or owner. We may check bankruptcy filings involving the principal or owner.

### **State Business Filings**

We may confirm whether Participating Organization are in good standing in its home state.

### **Participating Organizations Profiles**

We allow Participating Organizations to post profiles about their organization on Combined Arms. We do not review or verify the information or representations set forth in those profiles, except as set forth above. We rely on self-reporting by the Participating Organization. We do not assume liability for what Participating Organizations post.

We vet Participating Organizations when they apply for membership in our network. A Participating Organization's information may change or expire over time. We try to keep all information up to date. We are not responsible for out-of-date information.

We recommend Users verify information about the Participating Organization. We are not liable for any information collected during the due diligence process that may be inaccurate or expired.

### **Ratings & Reviews**

All ratings and reviews of a Participating Organization displayed reflect the opinions of Users and do not represent the opinions of Combined Arms.

### **Other Content**

Combined Arms provides content relating to User products and services (“Articles”) on the website. Such articles are provided "as is," without any warranties or representations. You understand and agree that the articles should not be considered professional advice. You understand that these articles are not substitutes for professional advice.

### **Links to Third-Party Websites**

Links on the Combined Arms website may allow visitors to leave the Combined Arms website. Third-party linked websites are not under the control of Combined Arms. We are not responsible for the contents or functionality of any linked websites, or any link contained in a linked website, or any changes or updates to linked websites. Use of such third-party linked websites is governed by the terms and conditions and privacy policies of such linked websites. Combined Arms is not responsible for webcasting, or any other form of transmission received from any linked websites. Such links are only for your convenience. Inclusion of any link does not imply our endorsement.

### **Third Party Copyrights and Other Rights**

If you believe that your copyright has been infringed or if you have other intellectual property concerns, please send your notice to us at [info@combinedarms.us](mailto:info@combinedarms.us). You may be liable for damages, including costs and attorneys’ fees, if you make false accusations of copyright infringement.

### **Accessibility**

Combined Arms strives to make its website accessible through the internet 24/7. Combined Arms is not responsible for any damages resulting from access difficulties to Our website.

### **General Provisions**

You acknowledge and agree that Our products and services are provided to you on an “AS IS” basis without any warranty. You are free to discontinue your use of Our website, products, or services at any time.

We expressly deny all warranties of any kind. Including warranties of merchantability or fitness for a particular purpose.

These Terms and Conditions will apply to Our successors, assigns, and licensees. If any provision of these Terms and Conditions are deemed unlawful or unenforceable, for any reason by any court of competent jurisdiction, that provision shall be modified to make it enforceable. Alternatively, if modification is not possible, such provision shall be removed and shall not affect the enforceability of the remaining terms.

### **No Waiver**

The failure of Combined Arms to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision.

Titles of paragraphs in this document are for convenience only and have no legal or contractual effect.

These Terms and Conditions constitute the entire agreement between you and Combined Arms. They supersede all prior oral and written representations of the parties. If you have any questions regarding these Terms & Conditions, you may contact us at [info@combinedarms.us](mailto:info@combinedarms.us).

## Attachment 4

### Protecting Private Information

Participating Organization may receive Private Information about clients via Combined Arms. We define "Private Information" to include the name, age, gender, birthdate, marital status, names of family members, ages of family members, physical address, email address, phone number, military history, financial status, medical conditions, services requested through Combined Arms, and other information that is not publicly available about the client. More Private Information may be included for a particular client and this list is not exclusive.

Participating Organization, subject to any applicable Freedom of Information Acts, MUST:

- keep Private Information about clients that it receives through Combined Arms private, confidential, and safe
- use the Private Information about clients that it receives through Combined Arms only for serving the needs of the referred client
- confidentially and securely dispose of Private Information about clients that it receives through Combined Arms once it is no longer needed
- notify SCDVA and CAX if it suspects information or data about clients that is received from Combined Arms has been breached
- comply with state laws governing confidential information, breaches, and disclosures, including the following if they apply to Participating Organization:
  - the South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), located at § 39-1-90 of the South Carolina Code, if certain data is stored together, unencrypted, and breached;
  - the Family Privacy Protection Act of 2002, located at § 30-2-10, if the Participating Organization is a state government entity;
  - Personal Identifying Information Privacy Protection Act, located at § 30-2-300, if the Participating Organization is a state or local government entity;

*These laws may not all apply to Participating Organization; you should review them with a legal advisor if you are not sure.*

Participating Organization must NOT:

- use Private Information about clients that it receives through Combined Arms for any purpose other than processing the referral for requested services through Combined Arms
- disclose Private Information about clients that it receives through Combined Arms to third parties except as necessary to complete a referral through Check-In

These rules apply even if a client does not go on to form a provider relationship with Participating Organization after referral. These rules may be waived to summon emergency services (or similar) if a client is experiencing a life-threatening situation. Participating Organization may apply its own terms to a relationship formed between client and Participating Organization following a completed referral through Combined Arms.