

Memorandum of Understanding

Introduction.

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.

The software platform created under the SCDVA–CAX Agreement is called “The SC Veteran Coalition powered by Combined Arms,” referred to as the “Platform” in this document. Users (to include Veterans, active duty servicemembers, and families) of the Platform are called “clients.” Clients have free access to the Platform with no monetary costs. SCDVA is providing free access to the Platform to Participating Organizations with no monetary cost in return for following the rules and expectations in this MOU.

In addition to connecting clients directly to Participating Organizations, the Platform contains a referral feature that allows one Participating Organization to refer a client to another Participating Organization for additional services called “Check-In.” This referral feature is the centerpiece of the Platform.

Agreements & Actions.

_____ (Participating Organization) is entering this Memorandum of Understanding (MOU) with SCDVA in exchange for permission to use the Platform to send and receive client referrals. As part of the SCDVA–CAX Agreement, CAX will perform services for Participating Organization as described in this MOU.

This MOU is made and entered into on this ____ day of ____ 202__ (Effective Date) between SCDVA and Participating Organization. This MOU contains the rules and expectations governing Participating Organization's use of the Platform under the SCDVA–CAX Agreement. This MOU creates no financial obligations or financial liability for Participating Organization.

1) Participating Organization Assurances

(a) 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. SCDVA's due diligence process includes review of the following aspects of an organization:

- Leadership
- Operational costs
- Criminal activity
- Online customer / client reviews
- Financial documents
- Incorporation / non-profit status
- Other public records

For non-profit organizations, SCDVA may review the organization's online footprint using internet search tools, Charity Navigator (charitynavigator.org), GuideStar (guidestar.org). If the organization is not a non-profit, SCDVA may review Better Business Bureau ratings, Secretary of State filings, and general internet searches.

- (b) Participating Organization size (check all that apply):
- National Organization—TIER 1
 - Statewide Organization—TIER 2
 - Regional Organization—TIER 3
- (c) Participating Organization must select at least one person as the point of contact for the Platform. The point of contact is responsible for:
- (i) providing SCDVA an updated Participating Organization description, mission statement, logo, staff point of contact, and other information for the Platform;
 - (ii) using Check-In to refer a client to another Participating Organization, in compliance with the No Wrong Door Policy described below.
- (d) Participating Organization agrees to do the following:
- (i) to accept referrals from the Platform after reviewing a client’s needs and qualifications
 - (ii) to use Check-In to refer veterans to other Participating Organization(s) when Participating Organization cannot deliver a requested service, subject to the availability of appropriate Participating Organization(s) on the Platform based on each veteran’s particular needs. 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) to provide timely inputs and outcomes to the Platform.
- (iv) to 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) to comply with all applicable terms of the CAX Privacy Policy and Terms & Conditions, as posted on CAX’s website, when using the Platform.
- (vi) to keep clients’ information safe and confidential under all privacy laws and policies that apply to Participating Organization.
- (vii) to use the Platform dashboards and data only to assist Clients
- (viii) to inform SCDVA of significant changes to any resources it offers via the Platform, such as programs, client service qualification, leadership changes, and other significant changes to keep resources up to date.

- (e) Participating Organization grants SCDVA permission to display Participating Organization’s:

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| • logo | • advertisements |
| • name | • social media platforms |
| • public contact information | • media spots |
| • promotional materials | • organizational description |

on the Platform. SCDVA may use these items only on related websites and SCDVA publications promoting the Platform. SCDVA will not receive or retain any intellectual property rights or benefits from Participating Organization’s content.

- (f) Participating Organization will provide CAX with Participating Organization's logo in a 1:1 (square) ratio on a white background for display on the Platform.

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

2) SCDVA Assurances and Duties

SCDVA assures:

- (a) CAX will keep the Platform 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 the Platform.
- (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 the Platform.
- (f) CAX will provide Participating Organization with credentials to access the Platform.
- (g) CAX will provide Participating Organization with referrals received via the Platform that are relevant to Participating Organization's mission.

SCDVA will provide:

- (a) Training tools and schedule periodic training dates to support Participating Organization's use of the Platform.
- (b) Relevant Platform data dashboards for all Participating Organizations. SCDVA may upon request provide custom dashboards or reports to Participating Organization.
- (c) The following adequate, timely communication about the Platform:
 - (i) new policies;
 - (ii) significant events;
 - (iii) opportunities or needs for inter-organization collaboration
- (d) Within reason and subject to state law, marketing assistance to boost Participating Organization's program-related events.

3) Termination & Suspension.

- (a) SCDVA may terminate this MOU if Participating Organization fails to act as agreed under this MOU.
- (b) If problems arise, SCDVA may conduct a Participation Review to assure Participating Organization is meeting Platform requirements for referrals, response time, or other SCDVA standards.

If Participating Organization fails to show improvement after 60 days under a Participation Review, SCDVA may decide to:

- (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.

(c) If SCDVA determines that 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 Participating Organization's access to the Platform immediately.

(d) SCDVA and Participating Organization may immediately terminate this MOU in writing at any time.

4) Other Requirements of Participating Organization.

- (a) Participating Organization shall **not** grant access to lists including personal or contact information of clients (a Contact List) to any third party—including for purposes of fundraising or revenue generation—without written permission from SCDVA;
- (b) Participating Organization shall **not** present itself as representing or acting on behalf of SCDVA, including attempting to sign contracts or other agreements as a representative of SCDVA; and
- (c) Participating Organization shall **not** use the SCDVA and/or CAX name, logo, or contacts without written permission from SCDVA.

5) Effective Date. This MOU is effective as of the Effective Date on page 1.

6) Relationship. Nothing in this MOU creates a legal partnership (such as business corporation or authorized representative) 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 MOU is governed by the laws of the State of South Carolina.

9) Dispute Resolution.

- (a) If a dispute related to this MOU (Dispute) should arise, the dissatisfied party—either SCDVA or Participating Organization—must send written notice of the Dispute to the other. Within 10 days of sending and receiving the written Dispute, SCDVA and Participating Party will meet to negotiate in good faith to resolve the Dispute. Either SCDVA or the Participating Party can request CAX's attendance and participation in the meeting.
- (b) Final Dispute resolution under this MOU is subject to the final approval of the Secretary

of SCDVA. SCDVA’s policy decisions and interpretations are final.

- 10. Entire Agreement. This MOU and its Attachment constitute the entire agreement between SCDVA and Participating Organization as a user of the Platform. This MOU supersedes any previous or current written or oral understandings among SCDVA and Participating Organization with respect to the Platform.
- 11. Scope of Agreement. This MOU governs only the Participating Organization’s use of the Platform under the SCDVA–CAX Agreement. This MOU does not govern any other relationships among Participating Organization, SCDVA, and CAX.
- 12. No Cause of Action; Remedies. This MOU creates no financial liabilities or other contractual causes of action between SCDVA and Participating Organization. The primary remedy available to SCDVA under this agreement is removing Participating Organization from the Platform.

SCDVA does not control the relationship between clients and Participating Organizations after referral. Clients agree to waive liability to Participating Organizations, among others, when accepting the User Agreement and Privacy Policy upon login to the Platform. The User Agreement and Privacy Policy are available on the CAX website and the SC Veteran Coalition login page.

- 13. Indemnification Clause for Private Entities. Participating Organization may be called to defend SCDVA if Participating Organization directly causes a third party to file a lawsuit or legal claim against SCDVA connected to Participating Organization’s participation in the Platform.

This subsection shall not apply to any public sector entity to the extent applicable law prohibits prospective indemnification among or by public entities; this includes political subdivisions of the United States of America, the State of South Carolina, and any other state and local government agencies under similar legal restrictions.

- 14. 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.
- 15. 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:

South Carolina Department of Veterans’ Affairs
Attn: David Rozelle
1800 Saint Julian Pl. Ste. 305
Columbia, SC 29204
david.rozelle@scdva.sc.gov

Attn: _____

Signature block next page

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

SC Department of Veterans' Affairs

Signature _____

Printed Name: _____

Title: _____

Signature _____

Printed Name: _____

Title: _____

Attachment 1

Participating Organization Standards & Accountability Process

1. SCDVA staff will check “Initiated” case referrals in the Platform. 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 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 CAX 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 the Platform
 - 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 the Platform
 - 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.