

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is hereby made and entered into by Insurance Benefits of the South Carolina Public Employee Benefit Authority (PEBA) and _____(Third-Party Enroller or TPE).

RECITALS

Insurance Benefits is the part of the South Carolina Public Employee Benefit Authority (PEBA) that provides various insurance benefits to employees of the State of South Carolina, its public school districts, and other entities participating pursuant to S.C. Code Ann. § 1-11-720 (collectively referred to as PEBA Insurance Benefits Employers);

PEBA Insurance Benefits provides an annual enrollment during even-numbered years and an open enrollment during odd-numbered years, during which employees of PEBA Insurance Benefits Employers can make changes to their insurance benefits;

Some PEBA Insurance Benefits Employers retain the services of a Third-Party Enroller to conduct or assist in conducting enrollment activities, including presentations to employees and entering employees' benefit elections into PEBA Insurance Benefits' Employee Benefits Services web-based application (EBS);

Third-Party Enroller is not a vendor of, contractor for, or agent of PEBA Insurance Benefits;

S.C. Code Ann. § 38-57-45 prohibits the use of the state seal without approval of the Board and Board policy prohibits the use of the Board logo without the approval of PEBA's Office of Executive Director.

UNDERSTANDING

In recognition of the services Third-Party Enroller provides to some PEBA Insurance Benefits Employers and to avoid hindering the enrollment process for those PEBA Insurance Benefits Employers, the parties understand the following:

1. PEBA Insurance Benefits will provide individual employees of Third-Party Enroller with a User ID and password to access EBS at PEBA Insurance Benefits Employer's request.
2. All PEBA Insurance Benefits publications and other materials are owned and maintained by PEBA Insurance Benefits.
3. Third-Party Enroller will not advertise or otherwise hold itself out to be a PEBA Insurance Benefits vendor, contractor, agent, or any other entity authorized to act on behalf of PEBA Insurance Benefits.
4. Third-Party Enroller will use any PEBA Insurance Benefits materials only in the format provided by PEBA Insurance Benefits or in the format obtained from PEBA Insurance Benefits' website, without reproducing, altering, amending, or otherwise editing those materials.

5. Any issues, questions, or concerns of Third-Party Enroller will be routed to the contracting PEBA Insurance Benefits Employer and not PEBA Insurance Benefits.
6. Responsibility for errors, omissions, or other actions by Third-Party Enroller lies with the contracting PEBA Insurance Benefits Employer and not PEBA Insurance Benefits.
7. Third-Party Enroller will adhere to any Confidentiality Agreements required of Third-Party Enroller and of the PEBA Insurance Benefits Employer on whose behalf Third-Party Enroller is acting, including those regarding access to EBS.
8. Third-Party Enroller's failure to adhere to the expectations in this Memorandum of Understanding may result in termination of access to EBS and prohibition from use of EBS for 12 months.
9. Memorandum of Understanding will expire no later than June 30 of the year following the last written date below.

The parties have entered into this understanding as of the last written date below.

Third-Party Enroller

**South Carolina
Public Employee Benefit Authority
Insurance Benefits**

Signature (TPE Director or CEO)

Signature (PEBA General Counsel)

Print Name (TPE Director or CEO)

Print Name (PEBA General Counsel)

Title

Name of TPE (Company Name)

Witness Signature

Witness Signature

Date

Date