

MEMORANDUM OF UNDERSTANDING

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

RECITALS

Pursuant to Section 1-11-703 et seq. of the South Carolina Code of Laws, PEBA provides various insurance benefits to employees of the state of South Carolina, its public school districts and institutions of higher education, and other entities that participate in the state insurance benefits program (collectively referred to as Participating Employers);

Some Participating Employers retain the services of a third-party enroller to conduct, or assist the Employer in conducting, enrollment activities related to the state insurance benefits program, including making presentations to employees and entering employees' benefit elections into PEBA's Employee Benefits Services web-based application (EBS);

A third-party enroller retained by a Participating Employer for such services is not a vendor of, contractor for, or agent of PEBA;

State law prohibits the use of the state seal in the marketing of insurance products or services without state authorization, and the PEBA logo or any other PEBA service marks may not be used without PEBA's express, written approval.

UNDERSTANDING

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

1. PEBA will provide individual employees of Third-Party Enroller with a User ID and password to access EBS only at the request of the Participating Employer.
2. All PEBA publications and other materials are owned and maintained by PEBA.
3. Third-Party Enroller is not, and will not advertise or otherwise hold itself out as, a PEBA vendor, contractor, agent, or any other entity authorized to act on behalf of PEBA.
4. Third-Party Enroller will use any PEBA materials only in the format provided by PEBA or in the format obtained from PEBA's 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 Participating Employer and not directly to PEBA.
6. Responsibility for errors, omissions, or other actions by Third-Party Enroller lies with the contracting Participating Employer and not PEBA.
7. Third-Party Enroller will adhere to any Confidentiality Agreements required of Third-Party Enroller and of the Participating 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 requirements of this Memorandum of Understanding may result in termination of Third-Party Enroller's access to EBS.
9. This 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

Signature

Print Name

Title

Name of TPE (Company Name)

Witness Signature

Date

South Carolina Public Employee Benefit Authority

Signature

Print Name

Title

Witness Signature

Date