



Navia Benefit Solutions

Administrative Service Agreement

City of San Carlos

Self-Funded Dental Administration

ADMINISTRATIVE SERVICE AGREEMENT

This Agreement is made between **City of San Carlos** and Navia Benefit Solutions (Navia).

CITY OF SAN CARLOS desires to provide **Dental** Benefits to its employees under and pursuant to a plan adopted by **City of San Carlos**. In connection with said plan, it is contemplated that certain administrative services will be required. NAVIA is in the business of providing such services. **City of San Carlos** desires to engage NAVIA to provide the services required to be provided in connection with the operation of said plan and NAVIA desires to accept such engagement. Therefore, the parties agree to enter into this agreement on the terms and subject to the conditions set forth below.

1. **ENGAGEMENT OF ADMINISTRATOR.** **City of San Carlos** hereby engages NAVIA and NAVIA hereby accept such engagement to perform those services specified herein below in connection with the operation of **City of San Carlos** health and welfare plan.
2. **SERVICES OF ADMINISTRATOR.** NAVIA shall provide the following services:
 - (a) Provide enrollment tool for employers to add enrollments directly into admin system.
 - (b) Produce enrollment forms, ID cards, Plan Document and Summary Plan Description and other such relevant forms, which have been approved by the Plan Sponsor (additional and or customized printing requirements will be the financial responsibility of the Plan Sponsor).
 - (c) Submit Plan materials to the appropriate companies as selected by the Plan Sponsor. NAVIA is not responsible for filing documents with governmental agencies (i.e. 5500's). NAVIA will provide assistance in gathering information for the Plan Sponsor;
 - (d) Maintain a current list of participants to which all new participants are added and from which all terminated employees are deleted.
 - (e) Receive and process all claims for benefits incurred beginning on date **City of San Carlos** became effective with NAVIA, under and pursuant to said plan, including such communications with dentists and/or other individuals and firms which may be necessary to verify claims as submitted. Claims prior to the **CITY OF SAN CARLOS**'s effective date will need approval of **CITY OF SAN CARLOS**;
 - (f) NAVIA is only required to pay claims up to the amount of money made available by **CITY OF SAN CARLOS**. Remaining claims may be calculated but not issued;
 - (g) NAVIA is to pay claims in accordance with the Plan Document, Plan Booklet and written directions from **CITY OF SAN CARLOS** or their consultant. Any variations from this must be through an appeal process to **CITY OF SAN CARLOS**;
 - (h) Provide all supplies necessary with respect to the administration of said plan, except as specifically identified elsewhere in this agreement as an obligation of **CITY OF SAN CARLOS**;
 - (i) Advise and consult with participants of the plan regarding benefits, claims, etc.;
 - (j) Provide forms and other material utilized in the administration of the plan;

- (k) Provide monthly and other periodic reports upon request describing pertinent aspects of the operation of the plan, including but not limited to monthly and cumulative claims paid by type of service and a schedule of claims paid by date of occurrence of the amounts paid;
- (l) Assist in the performance of any periodic audits by authorized independent representatives of **CITY OF SAN CARLOS** including making available all information necessary to the conduct of such audits and taking remedial action where necessary to satisfy the recommendation of the independent auditor;
- (m) Maintain necessary insurance for errors and omissions as required by State and Federal laws;
- (n) Issuance of Internal Revenue Service (IRS) form 1099 to all dentists and providers of service for payments made from **CITY OF SAN CARLOS** funds, as required by State and Federal laws;
- (o) Assist the plan broker/consultant or other professionals retained by **CITY OF SAN CARLOS** in the drafting or amending of the Summary Plan Description, Plan Booklet and other communication material intended to be distributed to the plan participants as well as assisting in evaluation of the plan design;
- (p) Implement administrative procedures necessary to any utilization review or preferred provider arrangements entered into by **CITY OF SAN CARLOS**;
- (q) Such additional services with respect to the administration of said plan or otherwise as may be agreed upon by the parties from time to time during the term of this agreement;
- (r) NAVIA utilizes National Dental Advisory Service (NDAS) as it relates to Usual and Customary expense allowances. Any allowance enhancements associated with the determination of Usual and Customary fees must be approved in written form by the Plan Sponsor. The final decision as to the amount considered Usual and Customary rests with the Plan Sponsor.
- (s) Retain all records of the Plan for six (6) years unless the plan is terminated whereby all such records will be returned to the Plan Sponsor at termination.

Under no circumstances shall NAVIA be required to perform services which would cause NAVIA to be deemed a fiduciary of the Plan or which would constitute the practice of law, accounting, or any other profession regulated by the laws of the State of California.

3. **COMPENSATION.** For the administration services provided by NAVIA, **CITY OF SAN CARLOS** agrees to pay a monthly fee as set forth in the attached schedule and as may be modified in writing from time to time by **CITY OF SAN CARLOS** and NAVIA with thirty days advance written notice.
4. **DUTIES AND RESPONSIBILITIES OF CITY OF SAN CARLOS .** It shall be the duty and obligation of **CITY OF SAN CARLOS** to take the following action with respect of the health and welfare plan described herein to facilitate the administration thereof by NAVIA:
 - (a) Supply to NAVIA all information required with respect to the employees eligible to participate in the plan and all changes with respect to the status of participants;
 - (b) The Plan Sponsor shall be responsible to notify its covered participants and NAVIA within a reasonable time period if funding of the plan becomes impaired. If the Plan Sponsor

fails to provide such notice, NAVIA may elect to suspend claims from being processed if it recognizes a failure to fund claims properly;

- (c) Provide NAVIA with such additional information with respect to matters incident to the plan as may be requested from time to time by NAVIA.

5. **RECORDS AND REPORTS.** NAVIA shall supply **CITY OF SAN CARLOS** with a full and complete accounting concerning all services performed by NAVIA pursuant to the terms of this agreement, including the periodic presentation to **CITY OF SAN CARLOS** of reports described within this contract. All records created or maintained by NAVIA pursuant to this agreement shall be deemed the property of **CITY OF SAN CARLOS** and NAVIA agrees to transfer to **CITY OF SAN CARLOS**, in hard copy or electronic form, in the event that its services are discontinued, all plan records.
6. **MODIFICATION OR TERMINATION OF PLAN.** **CITY OF SAN CARLOS** shall promptly notify NAVIA in the event of any modification of the health and welfare plan or of the termination thereof.
7. **LIMITS OF CONTRACT ADMINISTRATOR'S RESPONSIBILITY.** It is agreed by the parties that NAVIA shall remain an independent contractor with respect to the services being performed by NAVIA pursuant to this Agreement and shall not for any purpose be deemed an employee of **CITY OF SAN CARLOS**; nor shall the parties be deemed partners, joint ventures or governed by any legal relationship other than of independent contractor. NAVIA does not assume any responsibility, risk or liability or obligation for the general policy direction of the plan, the adequacy of funding thereof or any act of omission or breach of duty by parties other than NAVIA. NAVIA is not in any way to be deemed the insurer, underwriter or guarantor with respect to any benefits payable under the plan. **CITY OF SAN CARLOS** agrees to indemnify and hold harmless NAVIA for any claim, liability, cost, loss or damages (including reasonable attorney fees and cost of suit) arising out of the performance of NAVIA pursuant to this Agreement so long as such services are performed in accordance with the terms of this Agreement and not in a grossly negligent manner inconsistent with industry standards or so as to involve willful misconduct or fraud. In the event of a dispute arising out of this agreement, the prevailing party in that dispute shall be entitled to recover its attorneys' fees.
8. **TERMINATION FOR BREACH.** In the event that either party shall default in the performance duties and obligations imposed upon and pursuant to the terms of the Agreement or materially breach any of the provisions contained herein, the other party shall be entitled to terminate this Agreement upon delivery of written notice of such termination to the defaulting party without prejudice to any other right or remedies available to such party by reason of such default or breach.
9. **TERMS OF AGREEMENT.** This Agreement shall become effective on [REDACTED] and continue indefinitely unless terminated by either party upon thirty (30) days written notice to the other. In the event that this Agreement is so terminated:
 - (a) **CITY OF SAN CARLOS** agrees to pay all fees, commitments and obligations incurred by NAVIA on behalf of the Plan on all valid claims incurred up to the date of termination;
 - (b) In the event of any transfer arrangements, NAVIA agrees to process all claims incurred up to the actual termination date in as timely and efficient manner as prior claims processing schedules for the period of not less than sixty (60) days unless otherwise agreed upon between the parties. Any additional services beyond the run-out period (60 days) will be negotiated at that time;
 - (c) NAVIA shall have no obligation to process claims received after termination date, or to issue checks after the termination date for payment of claims based on conditions which exist after the termination date unless a separate administration fee has been agreed to for services performed by NAVIA after the termination date.

10. **NOTICES.** Any notice to be given pursuant to the terms of this Agreement may be given by either personal delivery in writing or by mail, registered or certified, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at their respective addresses shown beneath their signatures in this Agreement.
11. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the written consent of the other.
12. **SEVERABILITY.** If any separable provision hereof shall be held to be invalid or unenforceable shall not affect any other provisions thereof.

IN WITNESSES WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF SAN CARLOS

Signature: _____

Print Name: _____

Title: _____

Address: _____

NAVIA BENEFIT SOLUTIONS

Signature: _____

Printed Name: Hilarie Aitkin

Title: CEO of Navia Benefit Solutions

Address: 5260 N. Palm Ave. Ste. 300 Fresno, Ca. 93704



CITY OF SAN CARLOS

Self-Funded Dental Administration Fee Schedule

Effective Date: 7/1/2025

Set Up Fee (one-time charge)	\$300.00
Plan Document Preparation Fee	\$300.00
<u>Monthly Administration Fees per Participant</u>	
Dental Network	\$5.00
Minimum Monthly Fee	\$100.00
.	
<u>Additional Fees</u>	
Plan Document Amendment	\$250.00
Plan Document Restatement	\$300.00
Requested Plan Changes (Outside of Renewal Period)	Quoted Separately
Plan Termination for Claims Run-Out	Standard Administrative Fees Apply

Navia Benefit Solutions

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