

NAVIA BENEFIT SOLUTIONS
ADMINISTRATIVE SERVICES AGREEMENT

FIRST AMENDMENT TO AGREEMENT

Effective as of the date of execution by Nevada County, First Amendment amends and modifies the Administrative Services Agreement between Nevada County and Navia Benefit Solutions, as approved by the Nevada County Board of Supervisors on September 10, 2019, per Resolution 19-507.

RECITALS

WHEREAS, Nevada County and Navia Benefit Solutions have previously entered into an Administrative Services Agreement (the "Agreement") for the administration of the County's dependent care and flexible spending arrangement plan, for the term of September 10, 2019 through March 31, 2021; and

WHEREAS, Nevada County and Navia Benefit Solutions desire to amend their Agreement to clarify the funding type as Contribution Funding without direct debit on file, as set forth in the revised Exhibit "B" Schedule of Charges and Payments, attached hereto and incorporated herein.

NOW THEREFORE, for mutual and sufficient consideration, the parties agree as follows:

AMENDMENT

The Agreement is hereby amended as follows:

1. The Exhibit "B" Schedule of Charges and Payments is hereby amended and replaced in its entirety as follows:

Claims Funding:

For the initial term, Navia shall invoice Employer within sixty (60) days after the commencement of the Plan Year an Employer deposit equal to ten percent (10%) of the projected annual elections for the Plan (the "Deposit") or \$2,500, whichever is greater. At the beginning of each subsequent Plan Year Navia reserves the right to recalculate the Deposit for that Plan Year to be paid by Employer within 30 days after the commencement of such Plan Year. Said sum, or the portion thereof not utilized, shall then be reimbursed to Employer one-hundred and eighty days (180) after the end of the final Plan Year. Employer shall remit Employer dollars equal to the amount of Covered Employee deductions within ten (10) Business Days after the pay date deduction. In the event funding is not received within ten (10) Business days after the pay date deduction, Navia may suspend claim processing.

Monthly Processing and Administration Fees:

\$3.50 per month per FSA Covered Employee

- 3.1 Summary Plan Description Fee: \$3.50 per Summary Plan description printed and mailed to Employer or Covered Employees. Provided only upon Employer request.
- 3.2 Electronic Funds Transfer. \$10.00 per returned item, from attempted deposit in Covered Employee account.

3.3 Plan Document Amendment Fee: In the event that Employer wishes to make changes to the Plan on any date other than the Plan anniversary date, Employer shall pay to Navia the following fees:

3.6.1. \$150 per amendment pertaining to general Plan design, eligibility or benefits.

3.4 Ad Hoc Reporting: \$75 per hour for manual reports not part of the Navia reporting suite.

3.5 Noncompliant File Processing Fee: \$150 per month.

2. That in all other respects, the terms and conditions of the Administrative Services Agreement not amended herein shall remain in full force and effect.

This Amendment to Agreement is signed below by the duly authorized representatives of the parties.

CONTRACTOR:

COUNTY OF NEVADA

Name: Hilarie Aitken
Title: CEO

Honorable Richard Anderson
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board