

No. 0143726

## **Amendment 1**

Attached to and made a part of the Master Services Agreement MSA-0143726

an agreement between

### **Aetna Life Insurance Company**

(hereinafter referred to as Aetna)

and the Customer

### **Cameron County**

Nothing contained in this amendment shall be held to alter or affect any of the terms of the Services Agreement other than as herein specifically stated.

It is understood and agreed that the Master Services Agreement is changed as follows:

The following language in Section 5 Benefit Funding no longer applies:

For any calendar month, the maximum payment to be made to the banking facility to fund Plan benefit payments for those products mutually agreed upon is described below. Plan benefit payments and related charges in a calendar month which exceed the maximum payment for the month will be carried forward to be funded by the Customer in future calendar months of the current Agreement Period, except that for the last calendar month of the Agreement Period, the Customer is liable for any benefit payments which exceed the maximum payment for that month.

The maximum payment for any calendar month shall be equal to (i) less (ii) where:

(i) shall be equal to the product of (A) and (B) where:

(A) equals the sum of the number of enrolled employees as indicated by Aetna records at the beginning of each calendar month of the Agreement Period up to and including the current calendar month (provided the sum shall not be less than the number of calendar months up to and including the current calendar month times the number of employees as indicated by Aetna records as of the beginning of the first month of the Agreement Period), times

(B) the maximum benefit payment factor. This factor shall be determined by Aetna and shall be effective as of the first calendar month of an Agreement Period. The maximum benefit payment factor may be changed at such other times as the Aggregate Stop Loss Factor is adjusted under the Customer's then-current Stop Loss Insurance Policy with Aetna.

(ii) shall equal the Plan benefit payments funded by the Customer during the preceding calendar months of the Agreement Period.

On the termination date, in addition to the liabilities described in section 17, the Customer is liable for and must provide funds to the banking facility equal to the difference between the total amount of claim benefit payments paid for the Agreement Period being terminated, and the amount of claim benefit payments that the Customer has already paid for the same Agreement Period.

**In Witness Whereof**, Aetna has signed this amendment at **Hartford, Connecticut**, to become effective October 1, 2021.

Signed by Aetna May 5, 2022.

By:   
Dan Finke  
President

Signed by the Customer \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Official Title