

**AMENDMENT NO. 1 TO
MANAGED CARE EXCESS RISK REINSURANCE AGREEMENT
AGREEMENT NO.: 420980
(THE "AGREEMENT")**

ISSUED TO

**COUNTY OF VENTURA AS OWNER AND OPERATOR OF THE VENTURA
COUNTY HEALTH CARE PLAN
OXNARD, CALIFORNIA
(THE "PLAN")**

AND

**RGA REINSURANCE COMPANY
CHESTERFIELD, MISSOURI
(THE "REINSURER")**

**AMENDMENT NO. 1 TO
HMO EXCESS RISK REINSURANCE AGREEMENT**

THIS AMENDMENT NO. 1 (this “Amendment”) is effective as of July 1, 2024 (the “Amendment Effective Date”), and amends the Managed Care Excess Risk Reinsurance Agreement No. 420980 between County of Ventura As Owner And Operator Of The Ventura County Health Care Plan (the “Plan”) and RGA Reinsurance Company (the “Reinsurer”), with an Effective Date of July 1, 2024 (the “Agreement”). Any capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. All provisions of the Agreement not expressly modified by the provisions of this Amendment shall remain unchanged and in full force and effect.

RECITALS

WHEREAS, the Plan and the Reinsurer entered into the Agreement;

WHEREAS, the Plan and the Reinsurer desire to amend the Intermediary article contained therein; and

WHEREAS, the parties desire to amend the Agreement[s] as set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be received by the parties and the mutual covenants and agreements contained herein, the parties agree as follows:

AGREEMENT

1. This Amendment shall amend, modify, and supplement the Agreement. The terms of this Amendment shall supersede and control over any provisions of the Agreement that conflict with the provisions of this Amendment. Any provision except as specifically modified by this Amendment, shall remain in full force and effect.
2. Article 17, Paragraph 2 shall be amended as followed, with the underlined highlights representing the changes.

ARTICLE 17.2

17.2 Intermediary. Brown & Brown RS Insurance Services, LLC is hereby recognized as the intermediary negotiating this Agreement for all business hereunder. All communications (including but not limited to notices, statements, premiums, claims), relating to this Agreement shall be transmitted to Plan or Reinsurer through the Intermediary. Payments by

the Plan to the Intermediary shall be deemed to constitute payment to the Reinsurer and payments by Reinsurer to the Intermediary shall be deemed to constitute payment to Plan only to the extent that such payments are actually received by the Plan.

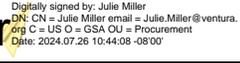
Signature page follows.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the Amendment Effective Date.

RG A REINSURANCE COMPANY

COUNTY OF VENTURA AS OWNER AND OPERATOR OF THE VENTURA COUNTY HEALTH CARE PLAN

By:  E017C55C9B66471

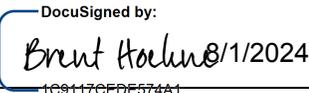
By: Julie Miller 
Digitally signed by: Julie Miller
DN: CN = Julie Miller email = Julie.Miller@ventura.org, C = US, O = GSA, OU = Procurement
Date: 2024.07.26 10:44:08 -08'00'

Name: Kathy Childs

Name: Julie Miller

Title: Authorized Representative

Title: Assistant Procurement Officer

By:  1C9117CEDE574A1...

Name: Brent Hoehne

Title: Authorized Representative