

RENEWAL AGREEMENT
Bluegrass Family Health
Prescription Benefit
Administrative Services Agreement
With Lexington-Fayette Urban County Government

This **RENEWAL AGREEMENT** is entered by and between Bluegrass Family Health, Inc., a Kentucky not-for-profit corporation ("Bluegrass") and the Lexington Fayette Urban County Government ("LFUCG") as Plan Sponsor of the LFUCG Employee Prescription Benefit Plan (the "Prescription Benefit Plan"), and the LFUCG Employee Health Plan with High Deductible and Health Savings Account (the "HD/HSA Plan"), each a self-funded, municipal employee health benefit plan for which LFUCG is the designated Plan Administrator and Named Fiduciary.

WHEREAS, effective January 1, 2012, LFUCG as Plan Sponsor and Plan Administrator of the Prescription Benefit Plan entered that certain Administrative Services Agreement (the "Agreement") with Bluegrass pursuant to LFUCG Request for Proposal #19-2011 for the purpose of Bluegrass providing the prescription benefit claims administration services (the "Services") described in the Agreement, and

WHEREAS, the parties wish to renew the Agreement for a one-year renewal term (the "Renewal Term") pursuant to Section 4 of the Agreement and to amend the Agreement to include performance of the Services by Bluegrass for the HD/HSA Plan in addition to the Prescription Benefit Plan (together "the Plans") as set forth below;

NOW, THEREFORE, in consideration of the premises and other conditions set forth herein and in the Agreement, Bluegrass and LFUCG as Plan Sponsor, Plan Administrator and named Fiduciary of the Plans, agree as follows:

1. The Agreement Term that began on January 1, 2012 and is due to expire on December 31, 2014, is hereby renewed for a one-year "Renewal Term" beginning January 1, 2015 and ending December 31, 2015.
2. All terms and conditions set forth in the Agreement (including all Schedules, Exhibits and Attachments incorporated therein) are fully incorporated herein by reference and made a part of this Renewal Agreement. During the Renewal Term, the parties agree that all terms and conditions of the Agreement will continue in full force and effect during the Renewal Term, subject to the following:
 - (a) Bluegrass will provide the Services described in the Agreement according to its terms for both the Prescription Benefit Plan and the HD/HSA Plan;
 - (b) The "Year 3" Participating Pharmacy Reimbursement Rates in the Table in Section I of Exhibit A-1 to the Agreement will apply to prescription drug claims for Covered Drugs filled at participating pharmacies during the Renewal Term; and
 - (c) The "Year 3" Brand Drug rebate guarantee amounts in the Table in Section 1(A) of Exhibit A-2 to the Agreement will apply to the calculation of rebates for prescription drug claims for Covered Brand Drugs filled during the Renewal Term according to the terms of Exhibit A-2.

3. This Renewal Agreement shall have an effective date of January 1, 2015.

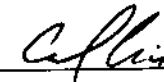
IN WITNESS of the foregoing, the parties hereby execute this **RENEWAL AGREEMENT** by and through their authorized representatives.

**LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT, Plan Sponsor**

By: 
Jim Gray

Title: Plan Administrator,
Manager / Benefits Administration

BLUEGRASS FAMILY HEALTH, INC.

By: 

Name: CARL FELIX

Title: CHIEF OPERATING OFFICER