

**2016 RENEWAL AGREEMENT**  
**Baptist Health Plan (f/k/a Bluegrass Family Health)**  
**Prescription Benefit**  
**Administrative Services Agreement**  
**With Lexington-Fayette Urban County Government**

This 2016 **RENEWAL AGREEMENT** is entered with an effective date of January 1, 2016, by and between Baptist Health Plan, Inc., f/k/a Bluegrass Family Health, Inc., a Kentucky not-for-profit corporation ("BHP") 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 "ASA") with BHP pursuant to LFUCG Request for Proposal #19-2011 for the purpose of BHP providing the prescription benefit claims administration services (the "Services") described in the ASA, and

**WHEREAS**, the parties entered a renewal agreement to renew the ASA for a one-year renewal term effective January 1, 2015 through December 31, 2015 (hereinafter the "2015 Renewal Agreement") pursuant to Section 4 of the ASA, and to amend the ASA to include performance of the Services by BHP for the HD/HSA Plan in addition to the Prescription Benefit Plan (together "the Plans") and as further set forth in the 2015 Renewal Agreement; and

**WHEREAS**, the parties wish to again renew the ASA for a one-year renewal term beginning January 1, 2016 and ending December 31, 2016 pursuant to Section 4 of the ASA, and to further amend the ASA as described below;

**NOW, THEREFORE**, in consideration of the premises and other conditions set forth herein and in the ASA, and pursuant to Section 4 of the ASA, BHP 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, 2015, is hereby renewed for a one-year renewal term beginning January 1, 2016 and ending December 31, 2016 (the "2016 Renewal Term").

2. The ASA is amended to substitute the name "Baptist Health Plan" for all references to Bluegrass Family Health, and "BHP" for all references to "BFH."

3. During the 2016 Renewal Term, the parties agree that all terms and conditions of the ASA as amended by the 2015 Renewal Agreement will continue in full force and effect, subject to the following additional amendments:

(a) The "Year 3" Participating Pharmacy Reimbursement Rates in the Table in Section 1 of Exhibit A-1 to the Agreement will apply to prescription drug claims for Covered Drugs filled at participating pharmacies during the 2016 Renewal Term;

(b) Section 1(A)(i) of Exhibit A-2 is amended to provide that for the 2016 Renewal Term, BHP will pay LFUCG an amount equal to eighty percent (80%) of the guaranteed Rebate amounts set forth in the Table in Section 1(A) of the Exhibit.

(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 2016 Renewal Term according to the terms of Exhibit A-2 as amended herein.

(d) Section 4 of Exhibit A-2 is deleted in its entirety and replaced with the following:

*4. Rebate Payment Terms*

*Subject to the conditions set forth herein, for the 2016 Renewal Term, BHP shall pay LFUCG eighty percent (80%) of the guaranteed rebate amounts collected by ESI during each Contract Quarter of the 2016 Renewal Term, as set forth in Section 1.A(i) above, within approximately one hundred and eighty (180) days following the end of such Contract Quarter.*

4. All terms and conditions set forth in the ASA (including all Schedules, Exhibits and Attachments incorporated therein) as amended by the 2015 Renewal Agreement and herein above are fully incorporated herein by reference and made a part of this 2016 Renewal Agreement.

**IN WITNESS of the foregoing, the parties hereby execute this 2016 RENEWAL AGREEMENT by and through their authorized representatives.**

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

By: \_\_\_\_\_  
Jim Gray  
Title: Plan Administrator,  
Manager / Benefits Administration

**BAPTIST HEALTH PLAN, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_