AMENDMENT TO PLAN MANAGEMENT AGREEMENT

The Plan Management Agreement between Humana Insurance Company ("Plan Manager") and Lexington Fayette Urban County Government ("Client") effective on January 1, 2008 (the "Agreement") is hereby amended, in accordance with Article 16.7 of the Agreement and for good and valuable consideration, in the following particulars:

I. References to Tim Batson and his contact information have been deleted in their entirety and replaced with the following:

Attn: Danielle Cox
Humana Insurance Company
500 West Main Street
Louisville, Kentucky 40202
Telephone: 502-580-1489
FAX: 502-301-5335
Email: dcox2@humana.com

The Agreement is amended as provided above effective as of January 1, 2012.

II. Article III, General Duties of Client, 3.1 has been deleted in its entirety and replaced with the following:

3.1 The Client will identify and describe the Plan as to type on Exhibit "A" of this Agreement.

The Agreement is amended as provided above effective as of January 1, 2012.

III. Article V, Claims Administration, has been amended to include the following:

5.11 The Plan Administrator shall accept requests for external review of appeals. The Plan Administrator shall comply with applicable U.S. Department of Labor claims procedures regulations and guidance with respect to external review.

The Agreement is amended as provided above effective as of January 1, 2012.

IV. Article VI, Reports and Records, has been amended to include the following:

6.7 The Plan Manager agrees to provide a report of each claim with respect to which the Shared Savings Program Provider Discounts described in Exhibit D-1 are applied at reasonable intervals.

The Agreement is amended as provided above effective as of January 1, 2012.

V. Article VII, Additional Administrative Services has been amended to include the following:

7.14 The Plan Manager will provide Pharmacy Management services as specified in Exhibit "J".

The Agreement is amended as provided above effective as of January 1, 2012.

VI. Article XI, Termination, 11.9 has been deleted in its entirety and replaced with the following:

11.9 Upon termination of this Agreement, the Client may elect to have the Plan Manager process claims for a run-out period of twelve (12) months. The administration fee for twelve (12) months of run-out will be eight (8) percent of estimated run-out claims. The estimated run-out claims will be calculated as two (2) full months of claims at the time of termination. The total run-out administration fee must be paid in full to the Plan Manager by the Client prior to the processing of any run-out claims and an executed Supplemental Agreement must be received by the Plan Manager in order for claims processing to continue after the active Agreement period has expired. The Client agrees that the Plan Manager will have no obligation to process claims beyond the end date of the Supplemental Agreement.

The Agreement is amended as provided above effective as of January 1, 2012.

VII. Article XVI, Miscellaneous, 16.8 has been deleted in its entirety and replaced with the following:

16.8 Signature. This Agreement shall be considered executed by the Plan Manager and the Client, upon signature of both the Plan Manager and the Client.

The Agreement is amended as provided above effective as of January 1, 2012.

VIII. Article XVI, Miscellaneous has been amended to include the following:

16.9 Dispute Resolution. If a dispute arises between the parties with respect to any matter hereunder, the following procedure shall be implemented (except that any party may seek injunctive relief from a court where appropriate in order to maintain the status quo while this procedure is followed):

(a) The parties shall hold a meeting promptly, attended by persons with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties hereunder or be deemed a waiver by a party hereto of any remedies to which such party would otherwise be entitled.

(b) If, within ten (10) business days after such meeting, the parties have not succeeded in negotiating a resolution for the dispute, they agree to submit the dispute to mediation and binding arbitration in accordance with the Model Procedure for Mediation of Business Disputes of the Center for Dispute Resolution of the Institute for Conflict Prevention and Resolution ("CPR") and, in the case of arbitration, the PCPR Rules for Non-Administered Arbitration of Business Disputes.

(c) The parties will jointly appoint a mutually acceptable mediator or arbitrator, seeking assistance from the CPR if they are not able to agree upon such an appointment within 20 days. The parties shall participate in good faith in the mediation and related negotiations for at least 20 days. If the parties have not successfully resolved the dispute through this mediation process, they agree to binding arbitration by a single arbitrator, in accordance with the CPR Rules for Non-Administered Arbitration of Business Disputes. The arbitration shall be subject to the Federal Arbitration Act, and any judgment by the arbitrator may be entered by any U.S. Court with jurisdiction.

(d) Arbitration shall take place in the State of Wisconsin unless otherwise agreed by all of the parties. Equitable remedies shall be available, but punitive damages shall not. Any question concerning whether an issue is subject to arbitration is to be determined by the arbitrator. Any court with jurisdiction may enter judgment on the award rendered.

(e) The Plan Manager shall not disrupt the coverage of any Participant during the dispute resolution process.

The Agreement is amended as provided above effective as of January 1, 2012.

IX. A new Exhibit A – Identification of the Plan - is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit A". This new Exhibit A shall supersede and be substituted for any previously existing exhibit to the Agreement of the same or similar designation.

The Agreement is amended as provided above effective as of January 1, 2008.

X. Exhibit B, COBRA Administration Services, Definitions, has been amended to include the following:

B1.4 "Covered Person" means an individual with respect to whom benefits may be or become payable under the provisions of the Plan.

The Agreement is amended as provided above effective as of January 1, 2008.

XI. Exhibit C, Clinical Program Services, C2.9 has been deleted in its entirety and replaced with the following:

C2.9 The Plan Manager will provide or arrange for the provision of the following additional services, under applicable Plan provisions.

(a) **HumanaFirst® Nurse Advice Line:** A toll-free, 24-hour medical information line, staffed by registered nurses who are available to answer health-related questions and help Participants decide where to best seek treatment. HumanaFirst® offers two lines to support Participant needs, including a line for immediate medical concerns and another for health planning and support.

(b) **Humana*Beginnings*®:** The Humana*Beginnings*® program educates and guides expectant mothers to make the best choices to achieve a healthy pregnancy and, ultimately, a healthy baby. Participants are offered guidance by phone from the time the Plan Manager is notified of the pregnancy through baby's first months.

(c) **Neonatal Intensive Care Unit (NICU) Management:** Specially trained case managers promote the highest standards of care for NICU infants and work with Participants throughout the NICU stay to help them prepare for a smooth transition home.

(d) **Chronic Condition Management** programs support the physician/patient relationship and care plan, emphasize education, promote self-management, evaluate outcomes to improve Participant overall health and offer nurse support.

Disease management programs have been developed to help Participants manage specific chronic medical conditions. Clinicians are available 24 hours a day to provide individual guidance through coaching, support and service coordination, to help lessen the day-to-day impact of chronic illnesses. Specific programs may change at the Plan Manager's sole discretion.

This Plan's disease management programs include:

1. Asthma
2. Cancer (active treatment only)
3. Congestive Heart Failure
4. Coronary Artery Disease
5. Diabetes

6. End-Stage Renal Disease/Chronic Kidney Disease
7. Rare Diseases (Cystic Fibrosis, Hemophilia, Multiple Sclerosis, Myasthenia Gravis, Systemic Lupus Erythematosis, Amyotrophic Lateral Sclerosis (a.k.a. Lou Gehrig's Disease), Chronic Inflammatory Demyelinating Polyradiculoneuropathy (CIDP), Dermatomyositis, Parkinson's Disease, Polymyositis, Rheumatoid Arthritis, Scleroderma and Sickle Cell Anemia).

In addition to disease-specific programs, the Plan Manager also offers Personal Nurse, which supports Participants with long-term, ongoing health needs and/or any chronic condition. Personal Nurses offer Participants dealing with a condition or illness, following treatment plans, or needing continued guidance in reaching their long-term health goals, the opportunity to develop a long-term partnership with an experienced registered nurse.

(e) **Humana Achieve (Integrated Medical and Behavioral Health Care Management)**, which addresses medical and co-morbid behavioral health conditions. Teams of care managers integrate the delivery of care plans and other guidance so that a primary contact will address both physical and behavioral health conditions. Clinical associates screen Participants for behavioral health conditions in order to proactively identify Participants who might benefit from an integrated care plan.

(f) ***My*Humana**, a personal, password-protected home page located at www.humana.com. Participants can log-in anytime to find a participating provider, look up benefits or check the status of a claim. Additional features include: prescription drug information, information on specific health conditions, financial tools to help with budgeting for health care and more. *My*Humana Mobile allows Participants quick access to important information using their mobile device's browser, including member ID card detail information and an urgent care finder.

(g) **Humana Health Assessment** a confidential, online health survey located at *My*Humana.com. Upon completion of the assessment, Participants will receive an individualized health score and an action plan on how they can improve their health. Responses may also result in a referral to another clinical program.

(h) **Wellness Calendar Program** is an electronic package that the Employer will receive each month with a dedicated focus on a wellness topic.

(i) **Radiology Review** services that offers convenient scheduling of imaging procedures (CT, CTA, MRI, MRA and PET scans). Radiology Review is designed to help avoid issues such as inappropriate or unnecessary imaging studies that are costly and inconvenient to the patient, by educating ordering physicians on imaging procedures and best practice guidelines before the procedure is scheduled. Physicians call the Plan Manager to initiate the consultation and schedule any imaging procedure for a Participant.

(j) **<u>Gaps in Care:</u>** The Plan Manager's clinical rules engine leverages expert medical opinions to identify gaps in care that address potential medical errors and instances of sub-optimal medical treatment. The established clinical rules compare a patients' pharmacy, laboratory and claims data to industry standard Quality of Care guidelines in order to identify patients at risk of highly specific patient-centric problems. Examples include: a misdiagnosis, a flawed surgical treatment or medical management, and lack of follow-up care or preventive treatment. In addition, a variety of preventive and pharmacy rules are included such as drug-to-drug interactions and drug-to-disease interactions. When gaps in care, drug to drug interaction, drug to disease interaction or a preventive reminder is identified, an alert and a message, if appropriate, are generated to communicate the findings through physician and member messaging.

(k) **<u>Preventive Reminders</u>**, proactive, targeted campaigns that deliver messages to Participants of primary prevention care. Messages are delivered in a variety of methods including phone calls (live and voice activated), mail, text message or emails. Topics include mammography screenings, vaccinations, immunizations and more.

The Agreement is amended as provided above effective as of January 1, 2012.

XII. Exhibit D, Networks, Definitions, has been amended to include the following:

D1.7 "Covered Services" mean health care services or supplies to which a health care coverage provision of the Plan might apply.

The Agreement is amended as provided above effective as of January 1, 2008.

XIII. A new Exhibit F – Schedule of Fees - is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit F". This new Exhibit F shall supersede and be substituted for any previously existing exhibit to the Agreement of the same or similar designation.

The Agreement is amended as provided above effective as of January 1, 2012.

XIV. A new Exhibit G – Persons Authorized to Receive Private Health Information – is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit G". This new Exhibit G shall supersede and be substituted for any previously existing exhibit to the Agreement of the same or similar designation.

The Agreement is amended as provided above effective as of January 1, 2012.

XV. A new Exhibit I – Performance Guarantees – is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit I". This new Exhibit I shall supersede and be substituted for any previously existing exhibit to the Agreement of the same or similar designation.

The Agreement is amended as provided above effective as of January 1, 2012.

XVI. A new Exhibit J – Pharmacy Management – is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit J". This new Exhibit J shall supersede and be substituted for any previously existing exhibit to the Agreement of the same or similar designation.

The Agreement is amended as provided above effective as of January 1, 2012.

XVII. A new Exhibit K – Medical Discount Guarantee Offer Arrangement – is added to the Agreement as stated in the attachment to this Amendment designated "Exhibit K". This new Exhibit K shall supersede and be substituted for any previously existing exhibit to the Agreement of the same or similar designation.

The Agreement is amended as provided above effective as of January 1, 2012.

IN WITNESS WHEREOF, the Plan Manager and the Client have executed this Amendment on____________________, 20___.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
Lexington, Kentucky

BY: ________________________________

TITLE: ______________________________

HUMANA INSURANCE COMPANY
Green Bay, Wisconsin

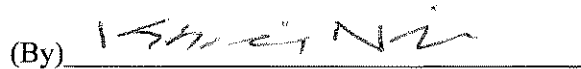
(By) 
Khalid Nazir
Vice President

EXHIBIT A

Identification of the Plan

Lexington Fayette Urban County Government

(Medical and Prescription Drug Coverage)

(A Governmental Plan)

EXHIBIT F

Schedule of Fees

F1.1 The monthly fees presented in this Exhibit "F" are valid for the period of time beginning on January 1, 2012 and ending on December 31, 2012, except as otherwise stated.

F2.1 General:

Administrative Fees:

January 1, 2012 through June 30, 2012	Per Employee	Per Employee + Spouse/1	Per Employee + Child	Per Family
Medical and Prescription Drug	$36.27	$36.27	$36.27	$36.27

July 1, 2012 through December 31, 2012	Per Employee	Per Employee + Spouse/1	Per Employee + Child	Per Family
Medical and Prescription Drug	$43.67	$43.67	$43.67	$43.67

Services NOT included in the Administrative Fees Listed Above:

Prescription Drug: Standard Exit Reports consisting of Prior Authorizations, Claims History and Deductible Accumulators. Exit reports requested upon termination of this Agreement must be in a standard Humana format and pricing will be negotiated at time of request.

Open File Transfer of Mail Order Prescriptions. File transfers requested upon termination of this Agreement must be in a standard Humana format and pricing will be negotiated at time of request.

All external review vendor costs related to an external claim review will be the responsibility of the Client. An additional $50 administration fee by the Plan Manager will also apply.

Ad-hoc Reporting $150 Per Hour

F3.1 Specific:

(a) Under Article 7.5 of this Agreement, the administrative fee for providing Subrogation / Recovery Services is 30% of all amounts recovered under that Article. The administrative fee will be applied towards the gross recovery, exclusive of any legal fees. Fees are calculated based on gross recovery. Expenses incurred are taken out of the Plan Manager's fee when it is the Plan Manager's choice to retain counsel. If the Client requests legal action outside the normal course of handling, it will be the Client's responsibility to pay legal fees incurred.

(b) With respect to access to provider networks in accordance with Article 7.8 of this Agreement or other similar provider arrangements arranged through the Plan Manager, the Client understands that a special access fee may be payable, depending upon the network or arrangement. The Client and the Plan Manager agree that the Client will be obligated to pay any special fee under this Exhibit "F3.1(b)" only upon advance written notice to and written consent by the Client.

(c) With respect to access to and application of the Shared Savings Program in accordance with Article 7.9 and Exhibit "D-1", the Client agrees to pay a fee equal to 30% of the "savings" on medical services realized by virtue of application of the Shared Savings Program Provider Discounts.

(d) The fee for handling run-out claims under Article 7.10 for twelve (12) months is eight (8) percent of estimated run-out claims. The estimated run-out claims will be calculated as two (2) full months of claims at the time of termination. The total run-out administration fee must be paid in full to the Plan Manager by the Client prior to the processing of any run-out claims.

F4.1 Payment:

(a) Fees set forth in Exhibit "F2.1" are payable to the Plan Manager once per month, unless otherwise indicated.

(b) Any special access fees payable under Exhibit "F3.1(b)" shall be paid by the Client to the Plan Manager as billed.

F5.1 Medical Discount Guarantee Offer Arrangement:

The Plan Manager agrees to reimburse the Client the applicable amount, if any, under the Medical Discount Guarantee Offer Arrangement, as defined in Exhibit "K".

EXHIBIT G

Persons Authorized to Receive Private Health Information

Name:	Chad Hancock
Title:	Finance
Company:	Lexington Lafayette Urban County Government
Address:	200 East Main Street Lexington, KY 40507

Name:	Mary Lyle
Title:	Human Resources
Company:	Lexington Lafayette Urban County Government
Address:	200 East Main Street Lexington, KY 40507

Name:	Glenda George
Title:	Department of Law
Company:	Lexington Lafayette Urban County Government
Address:	200 East Main Street Lexington, KY 40507

EXHIBIT I

Performance Guarantees

Performance Guarantee Proposal

Lexington Fayette Urban County Government (LFUCG)

Account Management

Category	Definition	Goal	Amount at Risk	Metric Reporting Type
Account Management Satisfaction	Humana acknowledges that its Account Management team must be responsive to the needs of our customers if Humana is to earn and sustain their trust. Therefore, Humana will perform a brief account management satisfaction survey to be completed by designated members of the client's benefits staff. The survey will be effective for the second half of the plan year (July 1 - December 31). The survey will address technical knowledge, accessibility, interpersonal skills, communication skills and overall performance. A scale from 1 to 5 will be used to measure performance; where 1 means "very unsatisfied" and 5 means "extremely satisfied". The survey tool will be provided to the client 30 days after the end of the third quarter of the guarantee period. Humana's goal is an overall satisfaction score of 3 or higher with results averaged based on responses to ALL questions. The survey results will be reported in the client's annual report card.	Overall account management satisfaction score of 3 or higher.	$5,000	Client Specific

Lexington Fayette Urban County Government (LFUCG)

Claims Processing

Category	Definition	Goal	Amount at Risk	Metric Reporting Type
Clean Claim Turnaround - 14 Calendar Days	Humana agrees to a cycle time of 90% within 14 calendar days. Cycle time is measured from the date a clean claim is received to the date it is processed. "Processed" means paid or denied without requiring additional information from an external source. "Clean" is defined as needing no additional information from an external source.	90% within 14 calendar days	1% of annual base administrative fee	Global
Financial Accuracy	Humana agrees to a financial accuracy rate of 99%. The financial accuracy rate is defined as the percentage of dollars paid correctly. It is calculated by dividing the total claim dollars paid less the absolute value of overpayments and underpayments by the total claim dollars paid.	99%	1% of annual base administrative fee	Global
Payment Accuracy	Humana agrees to a payment accuracy rate of 97%. Payment accuracy is defined as the percentage of claims paid correctly. It is calculated by dividing the total number of correctly paid claims by the total number of claims paid.	97%	1% of annual base administrative fee	Global

Customer Service

Category	Definition	Goal	Amount at Risk	Metric Reporting Type
Abandonment Rate	Humana agrees to an abandonment rate of 3%. Abandonment rate is defined as the percent of callers that ended the call prior to reaching a customer service representative.	3%	1% of annual base administrative fee	Global
Telephone Response - 20 Seconds	Humana agrees to a telephone response time of 80% within 20 seconds. Telephone response is defined as the percent of calls answered within "n" seconds.	80% within 20 seconds	1% of annual base administrative fee	Global

Humana agrees to meet the performance standards as outlined in providing administrative services for the above mentioned client. This agreement is effective 1/1/2012 to 12/31/2012.

Humana is willing to place a total of 5% of the annual base administrative fee for claims processing and customer service guarantees, along with $5,000 at risk for the account management satisfaction survey at risk for failure to meet the stated performance standard. The base administrative fee excludes commissions, medical management, and any additional service purchased by the client, i.e., chronic condition management, HIPAA, COBRA, etc. Performance results will be reported annually and based on global results, not client specific results, unless otherwise indicated. Payment of any penalties due to the client will be made following the end of the plan year.

With respect to financial and payment accuracy, data is obtained through ongoing random audits based on a statistically valid sampling of all claims represented for payment.

During implementation if significant changes to the Client's Plan, or in the event a benefit change notification is not received from the Client on a timely basis, Humana will not be responsible for performance results or penalty amounts as described within this Agreement.

Lexington Fayette Urban County Government (L

EXHIBIT J

Pharmacy Management

DEFINITIONS

J1.1 "Brand Name Medication" means a drug, medicine or medication that is manufactured and distributed by only one pharmaceutical manufacturer, or any drug product that has been designated as brand name by an industry-recognized source used by the Plan Manager.

J1.2 "Dispensing Limit" means the monthly drug dosage limit and/or the number of months the drug usage is usually needed to treat a particular condition, as determined by the Plan Manager.

J1.3 "Drug List" means a list of prescription drugs, medicines, medications and supplies specified by the Plan Manager. This list indicates applicable Dispensing Limits and/or any Prior Authorization requirements. This list is subject to change without notice. Drugs may be subject to specific time constraints.

J1.4 "Generic Medication" means (for purposes of reconciling discount guarantees) an FDA approved multi-source drug produced as an equivalent to a single source originator drug, manufactured in sufficient supply by at least two non-originator manufacturers. Generic Medication specifically excludes Specialty Drugs.

J1.5 "Prior Authorization" means the required prior approval from the Plan Manager for the coverage of certain prescription drugs, medicines and medications, including the dosage, quantity and duration, as appropriate for the Participant's diagnosis, age and sex.

J1.6 "Specialty Drug" means a drug, medicine or medication used as a specialized therapy developed for chronic, complex sicknesses or bodily injuries. Specialty Drugs may:

(a) Require nursing services or special programs to support patient compliance;
(b) Require disease-specific treatment programs;
(c) Have limited distribution requirements; or
(d) Have special handling, storage or shipping requirements.

DRUG LIST AND PHARMACY PROGRAMS

J2.1 Pharmacy Management administers a standard Drug List that is updated on an annual basis, or as appropriate, as drugs enter or exit the market. Changes may also occur as Brand Name Medications lose their patents. Annual changes are effective January 1 of each year. Additional fees may be assessed to Clients that opt out of the annual changes. In addition, rebates payable to the Client or retained by the Plan Manager will be impacted if annual Drug List changes are not implemented.

J2.2 Pharmacy Management administers the Dispensing Limits and Prior Authorization Programs. These programs are designed to promote lower cost alternatives and patient safety.

REBATES

J3.1 The Client's pharmacy arrangement is not eligible for prescription drug rebates.

PHARMACY NETWORK DISCOUNTS AND DISPENSING FEES

J4.1 The Plan Manager is providing the Client with complete pass-through of its pharmacy network discounts and dispensing fees. The Client therefore receives the full value of the Plan Manager's network. Discounts can change over time and the Plan Manager does not assume the risk for those changes.

J4.2 The Plan Manager's retail and mail order discount guarantees are separate from the Specialty discount guarantees. All guarantees exclude non-network retail claims, mail order claims, prescription drug claims that the Plan Manager pays as secondary claims and usual and customary prescription claims.

METHODOLOGY

J5.1 Pricing Benchmarks: The parties understand that pricing indices historically used, (and that are the basis in this Agreement), are outside the control of the Client and the Plan Manager. The parties also understand there is extra-market industry, legal, governmental and regulatory activities which may lead to changes relating to, or elimination of, these pricing indices that could alter the financial positions of the parties as intended under this Agreement. The parties agree that, upon entering into this Agreement and thereafter, their mutual intent has been, and is to maintain, pricing stability as intended and not to advantage either party to the detriment of the other. Accordingly, to preserve this mutual intent, if the Plan Manager undertakes any of the following:

(a) Changes the AWP source across its book of business (e.g., from First DataBank to MediSpan); or
(b) Maintains AWP as the pricing index, in the event the AWP methodology and/or its calculation is changed, whether by the existing or alternative sources; or
(c) Transitions the pricing index from AWP to another index or benchmark (e.g., to Wholesale Acquisition Cost)

then Participating Pharmacy, Specialty and Mail Service Pharmacy rates and guarantees, as applicable, will be modified as reasonably and equitably necessary to maintain the pricing intent under this Agreement. The Plan Manager shall provide the Client with at least sixty (60) day notice of the change (or if such notice is not practicable, as much notice as is reasonable under the circumstances) and written illustration of the financial impact of the pricing source or index change (e.g., specific drug examples). If the Client disputes the illustration of the financial impact of the pricing source, the parties agree to cooperate in good faith to resolve such disputes.

EMERGENCY AND CRISIS RESPONSE

J6.1 The Plan Manager will allow immediate refills of medications to any Participant located in an "emergency area," defined as the area in which the President or the state's Governor has declared a major disaster or the Secretary of the Department of Health and Human Services (DHHS) has declared a public health emergency. For those Participants residing in the emergency area, the Plan Manager will remove all "refill too soon" edits for the period of the emergency declaration. Additionally, because the following conditions might exist during an emergency: a limited number of operational pharmacies, limitations on transportation and travel, and the disruption of U.S. mail, the Plan Manager may allow an affected Participant to obtain the maximum extended day supply, if requested and available at the time of refill.

J6.2 The manner in which policy and reaction to a crisis is administered is within the sole discretion of the Plan Manager.

EXHIBIT K

Medical Discount Guarantee Offer Arrangement

Humana ChoiceCare Blend PPO Medical Discount Guarantee Offer

Discount Guarantee

Exhibit 1

Lexington Fayette Urban County Government	In-Network Discount	Amount at Risk
Lexington Urban Zip 405*	**56.0% - 50.0%**	**Risk-free corridor**
	49.9% - 49.0%	2.00 % of Humana's base admin fee
	48.9% - 48.0%	4.00 % of Humana's base admin fee
	47.9% - 47.0%	6.00 % of Humana's base admin fee
	46.9% - 46.0%	8.00 % of Humana's base admin fee
	< 46.0%	10.00 % of Humana's base admin fee

Lexington Fayette Urban County Government	Target In Network Discount Percentage
Lexington Urban Zip 405*	**53.0%**

Humana's Discount Guarantee offer provides Lexington Fayette Urban County Government a significant and material cost of care advantage that we're confident no other vendor is prepared to match! For Lexington Fayette Urban County Government Active Employees, PRE65 Covered Retirees and Covered Dependents incurred in-network PPO medical claims, Humana will guarantee Lexington Fayette Urban County Government that its Discount Savings will be within the risk-free corridor listed above in Exhibit 1:

Guarantee period covers in-network PPO medical claims incurred from January 1st, 2012 through December 31st, 2012 and paid through February 2013.

Discount Guarantee Penalty Payment will be made by Humana to Lexington Fayette Urban County Government, according to the scale listed above in Exhibit 1:

Discount Guarantee applies to the Lexington Fayette Urban County Government Active Employees and PRE65 Retirees and Covered Dependents Eligible In-Network PPO Discount Savings incurred through in-network contracted providers.

Please Note: The confidential information contained herein is intended solely for the purpose of evaluating the Humana - Lexington Fayette Urban County Government discount guarantee. Any disclosure, copying or distribution, either internally or externally, for any purpose other than for the evaluation of the Lexington Fayette Urban County Government response is strictly prohibited and unlawful. By accepting this information, the recipient(s) acknowledge the intent stated herein and agree to maintain this information in strict confidence. Thank you.

Humana ChoiceCare Blend PPO Medical Discount Guarantee Offer

This Discount Guarantee is subject to the following terms and conditions:

Discount savings is defined as the difference between the Eligible Incurred In-Network PPO Medical Billed Charge amounts and Medical Allowed Charge amounts resulting from negotiated discounts for In-Network Claims.

Discount Percentage is defined as the Discount Savings divided by the Eligible Incurred In-Network Medical Billed Charges.

The Net savings calculation accounts for reversals, adjustments and duplicate bills and excludes the following claims:

- Disallowed Services
- Medicare claims
- Transplant claims
- Center of Excellence Claims (defined as: A Tertiary care hospital which will reimburse expenses for a particular procedure–eg, liver transplantation, based on that center's higher than average rate of success)
- Pharmacy claims
- COB claims
- Claims where billed amount equals allowed amount, and,
- Any claim with eligible billed charges in excess of $100,000.

Conditions of Discount Guarantee offer are as follows:

- The Discount Guarantee Calculation(s) will be finalized by May 31st, 2013 with any appropriate payments to be made on or before July 1st, 2013.
- The Discount Guarantee Calculation(s) will be calculated by Humana's Re-pricing Unit.
- The Discount Guarantee Offer assumes Humana total replacement of all Lexington Fayette Urban County Government Active Employees, PRE65 Retirees and dependents covered.
- The maximum combined penalty payout in any one year for all Humana performance guarantees, including the network discount guarantee, will be limited to 15% of the base administrative fee.
- Humana reserves the right to renegotiate the terms of this agreement if there is a +/- 10% change in the number of eligible subscribers during the plan year.

Please Note: The confidential information contained herein is intended solely for the purpose of evaluating the Humana - Lexington Fayette Urban County Government discount guarantee. Any disclosure, copying or distribution, either internally or externally, for any purpose other than for the evaluation of the Lexington Fayette Urban County Government response is strictly prohibited and unlawful. By accepting this information, the recipient(s) acknowledge the intent stated herein and agree to maintain this information in strict confidence. Thank you.