

## Agent Deposit Account Agreement (New Accounts) (Account Opened and Controlled by Agent)

V1.1\_06\_08\_10

This Agent Deposit Account Agreement is dated September 6, 2013, by and between San Joaquin Valley Insurance Authority, a Joint Powers Authority ("Principal"); and WellPoint Inc, DBA Anthem, a corporation ("Agent").

**Recitals.** Agent administers certain health and accident benefit programs ("Programs") of Principal and in connection therewith Principal has authorized Agent, on behalf of Principal, to (a) open one or more deposit accounts ("Accounts") at JPMorgan Chase Bank, National Association ("Bank") in the tax payer identification number of 27-1557908, upon which the Agent shall be authorized to deliver instructions to the Bank with respect to the deposit of funds to the Account(s) and to execute payment instructions; (b) enter into servicing agreements related to the Accounts and (c) to otherwise control and give instruction on the Accounts.

**Agreement.** The parties agree as follows:

1. The officers or other authorized representatives of Agent are authorized, on behalf of Principal, (a) to open the deposit account or accounts listed in Section 7(a) below in the TIN of 27-1557908 and (b) to execute and deliver all agreements and documents (including, without limitation, security documents and depository agreements, if applicable) requested by Bank in connection with the Accounts. The Accounts shall be titled "[Name of Principal], by [Name of Agent], as Agent" or "[Name of Agent] for the benefit of [Name of Principal]" or any variation thereof. Principal agrees that the Bank's Terms and Conditions for Business Accounts and Services (together with all future amendments), and all other documents and agreements applicable to the Accounts ("Account Documentation") shall apply to and govern the Accounts. The persons designated in the Agent's Certificate Regarding Accounts or other authorizing resolution or certificate of Agent ("Agent Authorization") and their successors ("Authorized Persons") are authorized to take any actions with respect to the Accounts permitted under the Agent Authorization, to the same extent as if Agent were the beneficial and legal owner of the Accounts. The Agent Authorization is not required to make specific reference to the Principal or the Accounts. Bank is authorized to pay all items and follow all instructions given pursuant to the Agent Authorization.
2. Bank is authorized to accept for deposit, for credit, for collection, or otherwise, checks, drafts, acceptances, and other instruments endorsed by any person or by stamp or other impression in the name of Agent or Principal, or items payable to Agent, Principal, or any assumed name used by Agent or Principal, without inquiry as to the circumstances of the endorsement or any lack of endorsement or the disposition of the proceeds. Bank is otherwise authorized to accept all instructions or actions of the Agent pursuant to the Account Documentation including deposits and payments by any method and to provide services related to the Accounts.
3. So that the Programs may be administered by Agent, the parties acknowledge that Principal shall deposit funds into and maintain adequate funds in the Accounts. Principal acknowledges and agrees that it has no rights to give any instructions or to take any action with regard to the Accounts and gives all such authority to the Agent. Principal and Agent agree to provide the Bank with any further documentation or evidence of the existence of the relationship between the Principal and Agent related to the Accounts as may be reasonably requested by the Bank.
4. Bank is released from any liability for and will be indemnified by each of the Agent and Principal against any loss, liability or expense arising from honoring this Agreement.
5. Each of the undersigned agrees to the terms of this Agreement and certifies that they have the authority to execute this Agreement on behalf of their respective companies.
6. Principal agrees to be liable for any and all overdrafts in the Account and unconditionally promises to pay the amount of each such overdraft, it being understood that Principal's arrangements with Agent may contemplate the existence of overdrafts in the Accounts from time to time.
7. (a) Account number(s): 844535294  
(b) Principal name: San Joaquin Valley Insurance Authority  
(c) Principal's tax identification number (if account is in name of Principal): 271557908  
(d) Principal's address (city, state, zip code): 2220 Tulare Street, Suite 140, Fresno, CA 93721  
(e) Is Principal a governmental entity (yes or no): YES  
  
If yes:  
(i) Type of governmental entity (federal/state/county/city/township/school/other (please describe): Joint Powers Authority  
(ii) Jurisdiction of governmental entity: California State Law  
(iii) Principal certifies to Agent that Bank has been designated a depository for funds of Principal in the manner required by applicable law.

[Signature page follows]

AGREED TO:

(Name of Principal)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

(Name of Agent)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)