AGREEMENT BETWEEN _____ ("EMPLOYER") AND ANTHEM INSURANCE COMPANIES, INC. ON BEHALF OF ITSELF AND ITS AFFILIATES ("ANTHEM")

Employer will offer its employees the ability to participate in a High Deductible Health Plan ("HDHP") through Anthem. Employer also desires to make available to its employees a Health Savings Account ("HSA"). The high deductible health plan may be offered either through an insurance policy or through an Administrative Services Only ("ASO") Agreement. The HSA will be held in the custody of Mellon Bank of New England, N.A. ("Custodian"). Custodian provides the HSA pursuant to an Agreement with ARCUS Financial Services, Inc. ("ARCUS"), an affiliate of Anthem BCBS with 100% common ownership. ARCUS is the Anthem affiliate that administers the HSA business with Custodian.

(1) **Need for High Deductible Health Plan.** If the group health plan is through an ASO Agreement, Employer represents and warrants that, to the best of its knowledge, the group health plan sponsored and maintained by Employer pursuant to which medical coverage is provided to its employees electing to open a Health Savings Account with Custodian ("Account Beneficiaries") will be, at all times relevant to this Agreement, an HDHP, in accordance with Section 223 of the Internal Revenue Code of 1986, as amended (the "Code").

(2) **Accounts Not Subject to ERISA.** Employer acknowledges and agrees that the Health Savings Accounts owned by its employees and held by Custodian ("the HSA Custodial Accounts") shall not be employee benefit plans and the assets held in the HSA Custodial Accounts shall not be plan assets subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"). Employer acknowledges and agrees that at all times relevant to this Agreement participation in HSAs by Employees shall be completely voluntary; and Employer shall not: (i) limit the ability of Account Beneficiaries to move monies in their HSAs to another HSA (except to the extent of restrictions imposed by the Code; (ii) impose any conditions on the utilization of HSA Custodial Account monies beyond those permitted by the Code; (iii) represent or advise that the HSAs are an employee welfare benefit plan established or maintained by the employer; or (iv) receive any payment or compensation in connection with an HSA. Employer agrees that it will advise Custodian as soon as practicable in the event that it becomes aware of any facts or has reason to believe that the HSA Custodial Accounts may be subject to ERISA. Employer acknowledges that Anthem may, from time to time, change the Custodian and may subcontract other aspects of its performance. Anthem may not, however, require any Account beneficiary to close an HSA with Mellon.

(3) **Custodian Will Follow Employer's Funding Instructions.** Custodian shall have no responsibility with respect to contributions paid by Employer, Account Beneficiaries or other contributor or transferor to the HSA Custodial Accounts, other than to receive the contributions paid or transferred to Custodian and allocate them in accordance with clear instructions received from Employer, Account Beneficiaries, or other contributor or transferor. Custodian shall have no obligation to take affirmative actions to collect monies paid as contributions, such as, by way of example, to pursue a check from Employer or an Account Beneficiary or other contributor or transferor that does not clear. To the extent that the instructions provided to Custodian with respect to contributions are not clear to Custodian, Custodian shall undertake reasonable steps to obtain additional information to clarify the ambiguity(ies). In the event that Custodian does not promptly receive information sufficient to clarify the ambiguity(ies), Custodian reserves the discretion to take such acts as it deems appropriate with respect to such contributions.

(4) **Custodian Will Rely on the Accuracy of Employer's Instructions.** Custodian shall be entitled to rely on any information or instructions from Employer, Account Beneficiaries or any other third party retained or acting on behalf of or for the benefit of any of them, and shall have no obligation to verify or confirm the accuracy or completeness thereof, and shall have no responsibility for any actions or inactions taken in accordance with any such instructions received by Custodian.

(5) **Employer Will Follow CIP Procedures.** In order to permit the Custodian of the HSA Custodial Accounts and other entities to fulfill obligations to establish and maintain a Customer Identification Program ("CIP") pursuant to the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act and all other applicable anti-money laundering laws, now or hereafter existing, and all regulations promulgated pursuant thereto, as well as all rules, rulings, interpretations, advisories, orders, decrees, guidelines, interpretations and applications thereof, Employer shall follow those CIP procedures Custodian specifies from time to time.

(6) **Employer May not Recoup Contributions.** Employer shall not be entitled to recoup any contributions made by it to an HSA Custodial Account, except for correction or errors and related adjustments which may be processed at Custodian's discretion.

(7) **Employer Must Provide Information in a Timely Manner.** Employer shall provide Custodian with such documents, instructions, and information at such times and in such form and manner as may be reasonably requested by Custodian in order for Custodian to facilitate provision of the HSA accounts. Employer acknowledges that any delay in providing such documents, instructions and/or information to Custodian may result in a delay or preclude provision of HSA account services. Employer shall be responsible for any additional services, fees, expenses and liabilities arising from the failure to provide such documents, instructions or information.

(8) **Each Party is Responsible for Actions of its Subcontractors. Each party** shall be responsible for the performance of services under this Agreement by its subcontractors, agents and representatives to the same extent as though such services were performed by the Party pursuant to this Agreement.

(9) **Employer Does Not Have Ownership Interest.** The Employer shall not be the account holder or have any ownership interest in the HSA Custodial Accounts.

(10) **Limits on Use of Trademarks.** The Employer shall have no right to use: (i) any of the trademarks, service marks, logos or other indicia of origin, of Custodian or Anthem unless the party owning such names or mark(s) expressly consents in writing to such use; and (ii) all software, materials, information, processes, and products, including Anthem's and the Custodian's websites and the contents thereof, used by ARCUS or its affiliates and/or Custodian to perform HSA services, all modifications made thereto, and such entities work records are such entities' proprietary information.

(11) **Employer Must Provide Information.** The Employer or its designee shall provide to ARCUS or its affiliate any and all information reasonably necessary to effect money transfer transactions to Custodian for HSA services with respect to the HSA Custodial Accounts.

(12) **Limitation on Liability of Custodian.** Custodian is not responsible for claims, damages or liabilities arising from (i) failure to perform any services or other obligation other than those expressly agreed to pursuant to its agreement with ARCUS, (ii) acts or omissions based on

duly authorized instructions or directions received from ARCUS or its affiliate, Employer or Account Beneficiaries or their agents, representatives or employees or any third parties acting on behalf of them, or (iii) errors or failure to provide the services required by Custodian under its agreement with ARCUS to the extent such errors or failure is caused by (1) incomplete, inaccurate or untimely information provided by ARCUS or its affiliate, Employer, Account Beneficiaries or Third Party Information, (2) failure of ARCUS to perform its obligations or provide resources as required by its agreement with Custodian (ARCUS is, however, liable for failure to perform its obligations), or (3) a Force Majeure Event.

(13) **General Limitation on Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER ARCUS OR ITS AFFILIATE, CUSTODIAN NOR EMPLOYER NOR THEIR RESPECTIVE AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHERS OR THEIR RESPECTIVE AFFILIATES OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DAMAGES RELATING TO LOSS OF PROFITS, INCOME, GOODWILL, OR DATA), EVEN IF ARCUS OR ITS AFFILIATE OR EMPLOYER OR THEIR RESPECTIVE AFFILIATES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

(14) **General.** This Agreement remains in effect until terminated by either party and may not be assigned without the written consent of the other party which shall not be unreasonably withheld. This Agreement shall be governed by the laws of the State of Indiana.

(15) **Fees**. Employer shall not be responsible for fees or costs incurred in connection with the HSA except as specifically agreed to in the Lumenos/Mellon Group Employer HSA Financial Addendum.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ANTHEM INSURANCE COMPANIES, INC.

By:

By: _____

Name: Kenneth R. Goulet

Name: _____

Title: President & CEO, Commercial Business Unit

Title: _____

Date: May 2, 2008

Date: _____