



City of Peoria, Arizona

Notice of Request for Proposal

Request for Proposal No: **P05-0021** Proposal Due Date: **October 8, 2004**
 Materials and/or Services: **Employee Insurance Benefits** Proposal Time: **4:00 P.M. MST**
 Contact: **Jennifer Miller**
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Proposal Package.

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

Arizona Transaction (Sales) Privilege
 Tax License Number: _____

For clarification of this offer contact:
 Name: SightCare, Inc.

Federal Employer Identification
 Number: 860805459

Telephone: 480-961-1702 ext. 128

SightCare
 Company Name

Vincent Hayes
 Authorized Signature for Offer

220 N. McKemy
 Address

Vincent Hayes
 Printed Name

Chandler AZ 85226
 City State Zip Code

Vice President, Managed Care
 Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (CITY OF PEORIA) (REV. 03/04)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by:
Mary Jo Kief
 Mary Jo Kief, City Clerk

City of Peoria, Arizona. Effective Date: January 1, 2005

Approved as to form:
Stephen M. Kemp
 Stephen M. Kemp, City Attorney



City Seal

cc: 532-4C

Contract Number:
L CON 13504

Contract Awarded Date: 11-17-04
Terrence L. Ellis
 Terrence L. Ellis, City Manager

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

CC: _____
Amend No. _____

Date Prepared: November 3, 2004

Council Meeting Date: November 16, 2004

TO: Terry Ellis, City Manager
Prisila Ferreira, Deputy City Manager

FROM: Greg A. Eckman, Human Resources Director

PREPARED BY: Michelle Malott, Human Resources Specialist

SUBJECT: Award of Term Contract to SightCare for Employee Benefits.

RECOMMENDATION:

It is recommended that the City Council authorize the City Manger to enter into term contract (**P05-0021**) with insurance provider for the following health insurance benefits: Vision (SightCare for 2 Years with 3 one-year extensions). There is no increased cost to the City in providing this benefit.

SUMMARY:

As required by law, the City periodically re-bids our health insurance plans. A solicitation for benefits was advertised which resulted in 37 firms receiving the solicitation and 16 firms submitting proposals for review. The Materials Management Division of the Finance Department in conjunction with the City's health insurance consultant, Segal and Company, analyzed the proposals.

The bids were reviewed by the Employee Insurance Advisory Committee and the committee is recommending the following change:

Vision Plan

The current insurance carrier for the City-paid vision plan, VSP, proposed a rate increase of 50% from \$62,000 to \$94,000 with no change in coverage. The Insurance Advisory Award of Term Contract

CITY CLERK USE ONLY:

- Consent Agenda
- Carry Over to Date: _____
- Approved
- Unfinished Business (Date heard previous: _____)
- New Business

ORD. # _____ RES. # _____
LCON# _____ LIC. # _____
Action Date: _____

November 16, 2004

Page 2

Committee reviewed the proposals and is recommending we change coverage to Nationwide SightCare Inc. as the provider of vision care. The cost of this provider is approximately the same as our current costs of \$62,000 with no change in coverage levels. There will be a change in the number of providers. However, the committee is satisfied that the providers are capable of handling the City's account and the change should result in fewer out-of-pocket expenses for employees.

SIGHTCARE APPLICATION FOR GROUP VISION CARE PLAN

I. EMPLOYER INFORMATION

Employer Name: City of Peoria Phone Number: (623) 773-7100

DBA Name (if other than above): _____

Mailing Address: 8401 W Monroe Street City: Peoria State: Az Zip: 85345

Billing Address:(if other than above): NA City: _____ State: _____ Zip: _____

Correspondent: Michelle Malett Title: HUMAN Resource

Fax Number: (623) 773-7141 E-Mail Address: michellm@peoriaaz.com

Type of Business: Proprietorship Corporation Partnership Other (Specify) Municipality

Names of Subsidiary or Affiliated Companies or Divisions who use another name and will be covered by this plan:

<u>Name:</u>	<u>City / State:</u>	<u>Nature of Business:</u>
_____	_____	_____
_____	_____	_____

Will this plan replace any existing coverage? Yes No If "Yes", name of existing vision insurer:

Name: Vision Service Plan (VSP) Effective date of existing coverage: 10+ YRS

Number of Full-time Employees: 916 Number Enrolling: 916

Waiting Period for New Employees: 1 ^{Date of Hire} days. Waiting Period Is Waived For Present Employees: Yes No

Deliver ID Cards, Certificate of Benefits, and Brochures to: Group's Benefit Administrator or Broker/Consultant
 Mailed to Employees Home

II. PLAN SELECTION (Please check one.)

Plan 120 Plan 100 Plan 80 Enhanced Plan or Standard Plan Other Custom

120 Triple Option 100 Triple Option 80 Triple Option Enhanced Plan or Standard Plan

Standard Voluntary Plan Plan A Plan B Custom Plan B Other

Plan Frequency: Plan A 2/12/12 Plan B 12/12/24 Plan C 12/24/24

III. TYPE OF PLAN SELECTED (Please check one.)

Employer-Paid (please refer to Participation Guidelines) or Voluntary Plan

IV. PARTICIPATION GUIDELINES - EMPLOYER PAID PLANS

Employer must meet minimum enrollment requirements set by SightCare to qualify for employer paid rates quoted or the rates will revert to voluntary at the onset of the agreement. The following Employer Paid requirements apply: At least 75% of the premium of the employee be contributed by the employer and 75% employee enrollment OR all medical plan enrollees must participate in Employer Paid plan.

V. PREMIUMS

	# EES		RATE		TOTAL REMITTANCE
Employee	<u>344</u>	X	\$ <u>3.25</u>		= \$ <u>1,118</u>
Employee + Family	<u>572</u>	X	\$ <u>7.22</u>		= \$ <u>4,130</u>

First Month's Premium Remittance Calculation

TOTAL = \$ 5,248

~~Reminder: All Premium Checks should be made payable to SightCare, Inc.~~

VI. AGREEMENT

The undersigned employer hereby applies for vision care coverage through a SightCare Plan. It is understood that:

1. The employer has read the participation guidelines and acknowledges that they are in compliance with the participation guidelines indicated above.
2. The employer request the policy become effective on the 1st day of JANUARY, 2005. Requested effective dates should not precede date of receipt of this application by the Company.
3. Coverage will terminate for an employee on the last day of the month in which his employment terminates.
4. Early Termination - Termination in the first year without cause will result in the employer paying the balance of premiums owed for the contract year.

The application signed this 27 day of December 20 04

Firm/Organization City of Peoria

By: [Signature] Title: MATERIALS MANAGER

The Broker/Consultant indicated below is hereby designated Broker of Record by the above signed employer.

VII. RATE GUARANTEE

Rates will be guaranteed for 24 consecutive months. An automatic renewal will take place at the end of the initial 12-month contract period unless written termination is presented to SightCare, Inc.

VIII. BROKER/CONSULTANT STATEMENT

I hereby certify that I am a licensed agent/broker in the State of Arizona authorized to act as an agent on behalf of my client. I attest that the information contained in the application is correct and my client meets all participation guidelines. I have explained in detail the coverage to the Client. A copy of my current license is attached.

Broker/Consultant Name Segal Company* Taxpayer No./Social Security No. _____
 Address P.O. Box 63670 City Phoenix State AZ Zip 85082-3610
 Telephone (602) 381-4000 Ins. License No. 166323
 Signature [Signature] General Agent N/A

*Amy GIRARDO

PLEASE ENCLOSE A COPY OF AGENT/BROKER LICENSE

Armenta, Javier A.

From: vince hayes [vhayes@sightcareaz.com]
Sent: Wednesday, October 27, 2004 11:16 AM
To: Armenta, Javier A.
Subject: Re: City of Peoria - Best & Final
Importance: High

Javier,

Attached please find the completed Best & Final Sheet.

Thanks, Vince

Armenta, Javier A. wrote:

Vince,

Can you please submit the best and final document. Even if the rates are staying the same, I need documentation that you submitted a best and final. The City has told up that they need to keep your submitted best and final on file, thanks.

Javier

-----Original Message-----

From: vince hayes [mailto:vhayes@sightcareaz.com]
Sent: Wednesday, October 27, 2004 9:39 AM
To: Armenta, Javier A.
Subject: Re: City of Peoria - Best & Final
Importance: High

Javier,

I would like to thank the Segal Company for requesting a best and final response from SightCare, Inc. In reviewing our formal proposals to the City of Peoria, we have provided plan designs that are extremely close to the existing plan design at premium levels that allow the City to take advantage of cost savings over their existing enforce program. In addition, we have provided an enhanced benefit frequency of providing all services (to include the frame benefit) on an annual basis at premium levels lower than their existing pricing. SightCare, Inc. has presented their best premium structure in our original proposal and look forward to learning the City's decision on their Vision carrier. Should you have any further questions on our proposal options, please do not hesitate to contact me.

Sincerely,

Vince
Vincent Hayes
Vice President Managed Care

BEST AND FINAL OFFER

When providing rates for these plans please provide stand-alone rates.

I would like to thank the Segal Company for requesting a best and final response from SightCare, Inc. In reviewing our formal proposals to the City of Peoria, we have provided plan designs that are extremely close to the existing plan design at premium levels that allow the City to take advantage of cost savings over their existing enforce program. In addition, we have provided an enhanced benefit frequency of providing all services (to include the frame benefit) on an annual basis at premium levels lower than their existing pricing. SightCare, Inc. has presented their best premium structure in our original proposal and look forward to learning the City's decision on their Vision carrier. Should you have any further questions on our proposal options, please do not hesitate to contact me.

Sincerely,

Vincent Hayes
Vice President Managed Care

FEE QUOTATION FORM		
Vision	Rates	
Employee	\$ 3.25 – 12/12/12/24	\$ 3.75 – 12/12/12/12
Employee + Family	\$ 7.22 – 12/12/12/24	\$ 8.33 – 12/12/12/12
Rate Guarantee/Rate Cap	2 – Years from Effective Date	
Number of Providers		
	Providers*	Ophthalmologists*
Peoria	2	0
Glendale	6	2
Sun City	2	1
Phoenix	17	1
Tolleson	Nationwide Vision will be adding a location at 76 Ave and Lower Buckeye that will service the Tolleson area. Office scheduled to open November 1, 2004.	0
Avondale	1	0
Surprise	2	0

*If a provider has more than one office please only list them once.

QUESTIONNAIRE

Vision	VENDOR RESPONSE
1. Are you willing to offer the safety glass program that is paid for by the City? The current program allows employees to receive the safety glasses and bills are directed from VSP to the City for payment. The City intends to continue this program. If so, what is the rate impact?	Yes. The safety program is offered exclusively through Nationwide Vision. The cost of the program is based upon a transaction. Members would use a Nationwide Vision office for services and Nationwide Vision would bill the City for payment. We would be happy to walk through the cost structure we provided to determine the cost of a pair of safety eyewear.
2. Can SightCare handle the additional capacity of City of Peoria employees and dependents to your existing provider network? If not, what plans do you have to increase your network?	Our Existing Network can handle the additional employees of the City of Peoria.
3. Can employees fill scripts from non-SightCare providers and still receive reimbursement for their materials?	Please refer to the Triple Option Plan Design sheet. There is an Out-of-Network reimbursement schedule members can use in the event they elect not to use the Nationwide Vision Network or a SightCare Provider.
4. Can SightCare provide coverage for photocromic lenses?	Phtocromic lenses are a non-covered item and are available at a 20% discount to members.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof; or
 - (3) Reissue a *Request For Proposal*.
- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.



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6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and



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expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P05-0021

Materials Management
Procurement
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Employee Insurance Benefits.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for one-hundred and twenty (120) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.
5. **Contract Type:** Fixed Price.
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal.
10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria as listed.
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 45 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
13. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P05-0021

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contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

14. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the field.
15. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
16. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
17. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
18. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
19. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
20. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
21. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The



SPECIAL TERMS AND CONDITIONS

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Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

22. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P05-0021

Materials Management
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The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

23. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

24. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

25. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P05-0021

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indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. **Other Benefits**

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

26. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

27. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

28. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P05-0021

Materials Management Procurement

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Peoria, Arizona 85345-6560
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any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

29. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

30. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
31. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor
32. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
33. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Advanced 150 day written notification by the contractor is required for any price changes. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
34. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
35. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- The contractor provides material that does not meet the specifications of the contract;
 - The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P05-0021

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Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.



SCOPE OF WORK

Solicitation Number: **P05-0021**

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As per the attached.



QUESTIONNAIRE

Solicitation Number: **P05-0021**

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Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.

TABLE OF CONTENTS

COVER LETTER	SECTION 1
VENDOR INFORMATION SHEET – EXHIBIT A	SECTION 2
FEE QUOTATION FORMS	SECTION 3
ANSWERS TO QUESTIONS	SECTION 4
PLAN OPTIONS, ENHANCEMENTS AND EXCEPTIONS	SECTION 5
<ul style="list-style-type: none">• Plan Option 1 – Custom Plan 120 – Triple Option	
SAFETY PROPOSAL	SECTION 6
<ul style="list-style-type: none">• Exhibit A - Cover Letter• Exhibit B – Lens Option & Upgrades• Exhibit C - Nationwide Vision Office Locations• Exhibit D – Safety Frame Select• Exhibit E - On-Guard Catalogue	
PROVIDER DIRECTORIES	SECTION 7
<ul style="list-style-type: none">• SightCare™ Provider Directory• Nationwide™ Offices and Maps	
SAMPLE MATERIALS	SECTION 8
<ul style="list-style-type: none">• Employer Paid Plan Contract – Sample• Employer Paid Plan Brochure - Sample• Patient Satisfaction Surveys• SightCare™ ID Card – Sample	
COMPANY OVERVIEW and ADDITIONAL INFORMATION	SECTION 9
<ul style="list-style-type: none">• SightCare™ - Brief Overview• Nationwide™ Vision – Brief Overview• SightCare™ and Nationwide™ Vision Affiliation• LASIK Information	



Arizona's Premier Vision Plan

October 7, 2004

City of Peoria
Material Management
8314 West Cinnabar Avenue
Peoria, Arizona 85345

RE: "The City of Peoria – RFP #2006522 " – Stand Alone Vision Proposals

Dear Selection Committee:

SightCare, Inc. is pleased to provide the City of Peoria our Employer Paid Vision plan design options for their review and consideration.

Founded in October of 1995, SightCare™ Inc. is an Arizona based nonprofit Optometric Service Corporation whose principal business is to provide and administer consistently high quality optometric service plans that are accessible, accountable, and cost effective. As an Optometric Service Corporation, SightCare™, Inc. is overseen and regulated by the Arizona Department of Insurance (DOI).

SightCare approaches eye care from a wellness perspective understanding that the most important aspect of any vision care plan is periodic, thorough and comprehensive eye examinations performed by qualified providers.

SightCare™ has a strong affiliation with Nationwide™ Vision and the principals of Nationwide™ Vision are board members of SightCare™, Inc. It has utilized Nationwide™ Vision as its core retail network provider since its inception, as well as the ability to use contracted SightCare Independent Doctors of Optometry, for services.

Employer Paid Vision Plans

SightCare is providing the following Employer Plan Designs for consideration:

- Triple Option – Custom Plan 120 - Existing Plan (As Close as Possible)

Benefit Frequency – Matching Requested Plan Frequency

Examination	Once Every 12 Months
Lenses	Once Every 12 Months
Frame	Once Every 24 Months
Contact Lenses*	Once Every 12 Months

*Contact lenses take the place of spectacle lenses and the frame benefit.

Special Note - We have elected to provide additional Benefit Frequency Options:

Benefit Frequency	Plan Option 2
Examination	12 Months
Lenses	12 Months
Frame	12 Months
Contact Lenses*	12 Months

SightCare - Triple Option Provider Network

SightCare provides members with the ability to elect services through one of three different avenues. The multiple Provider avenues allow the member to select the Network that best meets their individual needs and preferences. Members may elect services from the following Network Provider options:

- *Nationwide Vision Network of Offices*

Members **will always** receive the **highest benefit** allowances and **added benefits** when electing to receive services the Nationwide Vision Network. CoPays are waived if members elect services through the Nationwide Vision Network. Polycarbonate lenses are covered at 100% for children up to age 18 years. Members may purchase a Standard Progressive lens for a \$ 30 CoPay and contact lens fitting fees are covered at 100%. Lens Options for: UV, Scratch Coat and Tint are available for a \$ 10 CoPay.

- *SightCare Private Doctor Network*

The Private Doctor Network Is comprised of Independent Doctors of Optometry in the community. Major differences are CoPays apply to Exam and Materials and the benefit levels for Standard Progressive, Polycarbonate, Fitting Fees, and Contacts Lens allowances differ from the benefits available through the Nationwide Vision Network.

- *Out-of-Network Allowance*

In the event a member does not wish to use either the Nationwide Vision Network or a SightCare Private Doctor for services, members are free to use any provider of their choice and will be reimbursed up to the Out-of-Network allowance indicated. The member will be responsible for paying for services at time of purchase and then submitting a receipt to be reimbursed.

Plan Enhancements

- **Professional Services**

Members can receive either a Comprehensive Eyeglass or Contact Lens Exam covered at 100% under the Triple option when they elect services through the Nationwide Vision Network. When using a SightCare Private Doctor a \$ 10 CoPay would apply for the exam. Please note, Dilation is a covered benefit under our Examination. In many plans, Dilation is not a covered item unless Medically Necessary.

- **Enhanced Frame Selection & Office Uniformity**

In the summer of 2004, Nationwide™ Vision completely revamped their retail frame selection providing the opportunity to: expand the available frame assortment, introduce a wide variety of the very latest frame styles, and substantially enhance their designer frame assortment. All frames displayed at a Nationwide™ Vision are in-line product and can be found in the industry reference book "Frames". Each office displays a frame assortment of approximately 1,000 frames. All Nationwide™ Vision office locations are identically merchandised to insure, regardless of the office selected, that all members receive the same selection of merchandise and contact lenses.

Nationwide Vision's marketing approach is directed towards value-oriented customers. Their purchasing power allows them to purchase frames at a significant discount passing the savings onto SightCare members. As a result, members have a much larger section of frames to choose from that are covered at 100% then through other optical chains or Independent Doctors of Optometry.

- **Enhanced Contact Lens Benefit**

SightCare™ plan designs cover the contact lens fitting fees at 100% when members elect to use the Nationwide™ Vision Network for their contact lens needs. The member's contact lens allowance is not reduced by the doctor's professional fitting fee, which is the current practice under most vision plans. The contact lens allowance based upon plan design is used towards the specific purchase of contact lens product.

- **LASIK Benefit Allowance**

SightCare™ recently added a LASIK Benefit Allowance to their plan designs. City of Peoria employees will receive \$150 allowance that can be used towards a LASIK Procedure in place of the exam, eyeglass or contact lenses benefit. All LASIK procedures must be done through Nationwide™ Vision Laser & Eye Center located at 2222 East Camelback Road. Through Nationwide Vision Laser and Eye Center the average cost per eye is \$685.

- **Progressive Lenses**

SightCare's Plans through Nationwide Vision allow members the ability to receive a standard progressive lens for a \$ 30 CoPayment. In the event a member would wish to purchase an enhanced Progressive or other specialty lens the member would receive the Bifocal retail price as a credit towards the difference in the cost of the lens plus a 20% discount.

- **Polycarbonate Lenses & Lens Upgrades**

When members elect to use the Nationwide Vision Network, children under age 18 will receive polycarbonate lenses at no additional charge. This is a savings of \$39.99. In addition, members can purchase the most popular lens options: Ultra-Violet protection, Tint, and Scratch Protection for \$ 10.00 CoPays each. This is a savings of 50%.

Service Enhancements

- **Doctor Credentialing**

Doctors are credentialed to NCQA standards. SightCare verifies the following information on all of our participating doctors:

Primary Verification of Degree
Maintains copies of all Doctor's License's
Query National Practitioner Data Bank
Query Healthcare Integrity and Protection Data Bank
Query Medicare and Medicaid Data Bank

All of the above information is kept on file at SightCare's corporate facility.

- **Patient Satisfaction Reports**

SightCare™ implemented with Nationwide™ Vision a Patient Satisfaction Survey form to help track feedback from members that utilize Nationwide™ Vision for services. All senior executives of SightCare™/Nationwide™ Vision read each survey to better understand patient's needs, wants, and concerns. SightCare™ has consistently received a 98% positive feedback from members who utilize their vision care services. Surveys are shared with Plan Sponsor's on a quarterly basis. Surveys are available to members in both English and Spanish.

- **Senior Management Accessibility and Availability**

The senior management of SightCare™/Nationwide™ Vision will meet at least quarterly with The City of Peoria or their Consultant to review Patient Satisfaction Survey forms, claims experience, as well as to provide an overview of the service levels and address any concerns. Senior management of SightCare™/Nationwide™ Vision will communicate at least monthly to insure maximum communication is being exchanged between both organizations. In the event of a concern or issue, the City of Peoria has immediate access to senior management executives to address any concerns or issues.

- **Identification Cards**

SightCare™ members receive a welcome letter that has an identification card attached at the bottom of the letter. Members simply peel off the identification card to place it in their wallet or purse. All Nationwide™ Vision offices are online directly with SightCare's eligibility and verification system allowing verification to be done within 60 seconds at the office location. When utilizing a Nationwide™ Vision office for services, members receive a print out of their plan design to review. The office associate assistance the employee in maximizing their benefits based upon their individual needs.

Provider Network – Accessibility

SightCare evaluates Provider Networks in a different manner than other organizations. The key criteria's we use to evaluate a Provider's Network is not based upon the number of Providers but rather the following data:

- **Number of days an office is available and their hours of operation**

Nationwide Vision offices are open six days a week: Monday through Friday from 9:00 a.m. to 6:00 p.m. and on Saturdays from 8:00 a.m. to 5:00 p.m. In addition, each Nationwide Vision office offers at least two extended evening hours during the week until 8:00 p.m.

Nationwide Vision offices are open approximately 60 hours during the week to provide services to our members.

- **Availability of appointments – How quickly can members be seen?**

Nationwide Vision guarantee's that members can be seen for an appointment within 24 hours of their initial phone call and in most cases can schedule an examination for the same day.

- **Convenient Locations**

Members can access a Nationwide Vision offices from anywhere in the Greater Phoenix Metropolitan area within a 3.5 mile radius. Nationwide Vision currently offers thirty-five (35) offices. Most of Nationwide Vision offices are in neighborhood shopping centers allowing for easy access. A separate listing of locations is included in alphabetical order by city for easier identification. **Maps and office listing are attached as an Exhibit in our proposal.**

In addition, members have access to an additional 17 Nationwide Vision offices in the Greater Tucson Metropolitan and Outlying Service areas. Members are free to utilize the most convenient Nationwide Vision office when scheduling their vision care services.

Additional Ancillary Discounts to Members

When utilizing any Nationwide Vision office for vision care services members will receive the following additional discounts:

<u>Valuable Discounted Options</u>	<u>Cost To Member</u>
Visual Fields Screening	\$ 9 CoPay
Lens Options/Upgrades	20% Discount
Replacement Contact Lenses	
Disposable	10% Discount
Conventional	20% Discount
Multiple Purchases	25% Discount

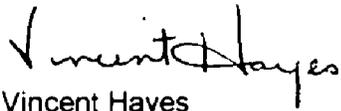
The above discounts are uniquely provided through the Nationwide Vision Network.

Summary

SightCare has provided a Plan Design as close as possible to the existing plan as well as an additional benefit frequency for additional consideration.

SightCare's plan designs offer several benefit enhancements over a number of our competitors as outlined above. SightCare encourages the selection committee to allow vendors the opportunity to address the committee to answer any questions as part of their evaluation process. We look forward to your announcement as to the Vision Vendor – the City of Peoria selects to offer to their employees for the new benefit year. Should you have any questions or need points of clarification, please do not hesitate to contact me at (480) 961-1702 extension 128.

Sincerely,



Vincent Hayes
Vice President Managed Care

Enclosure: Formal RFP
 Attachments



RFP
Overview

Save
Answers

Expand
Collapse

Show
Comments

Quick Tips
Report a
Problem

Ideas and
Suggestions

City of Peoria

1 Introduction 1 A / 1 Q (100%)

1.1 Please complete and attach the following document:

City of Peoria, Arizona

Notice of Request for Proposal

[View Past Answers]

Attachment City of Peoria RFP.doc

Answer: Attached

Detail:

Attach

New

Document:

Attach

APPEALS PROCESS.doc

Existing

Arizona Vision Certificate(revised).DOC

Document

Triple Option Network Providers.pdf

(s)

City of Peoria Monthly Premium Rate NWV.doc

(Ctrl+click):

Vendor Information Sheet NWV.doc

City of Peoria RFP SC.doc

Flags

Needs Review Confidential

Browse

Save Answers

1.2

September 20, 2004

Re: City of Peoria

Due Date

October 8, 2004

**Request for Proposals (RFP)
P.M., MST**

Due Time: 4

On behalf of the City of Peoria (hereinafter referred to as the "City"), we invite your company to submit a proposal to provide the following Employee Benefit plans:

- Indemnity Dental
- Prepaid Dental
- Basic Life/AD&D
- Voluntary Life/Dependent Life
- Short Term Disability
- Vision
- Flexible Spending Account (FSA) Administration

This Request for Proposals (RFP) has been divided into Sections which outline items that are to be included in your submission (refer to the Table of Contents). We are requesting that you respond to services that equate as closely as possible to those outlined in this RFP. **Any deviations should be noted on the F Comparison Chart.** In the General Information section you will find information pertaining to the City's line of business, current benefit programs with experience and historical data.

Please complete the **Questionnaire provided** in your proposal. Modification: questions, misnumbered, incomplete, or unanswered questions will jeopardize thorough understanding of your firm's proposal. Respond to **all** questions which relate to the proposal you are submitting.

When displaying your proposed fees, the Fee Quotation Form(s) must be completed. This information provided in any other format will make analysis and comparison difficult and other cost formats may not be accepted. Footnotes to the form(s) may be used to provide supplemental explanations, if necessary.

Your proposal is to conform to the specifications outlined herein. In the absence of any statement regarding deviations from these specifications, it will be assumed your proposal **does** conform in every respect.

Your proposal should be submitted in the following format:

- Cover letter
- Vendor information sheet
- Fee Quotation Forms
- Plan comparison charts
- Answers to questions
- Complete all the forms in the **Procurement Section** of the exhibits.
- Required attachments
- Any additional attachments/marketing information not required but that you wish to present

All proposals not received on the day and by the time specified on the previous page will not be accepted. You should be aware that the City requires a 150-day advance written notice of renewal action. Rates should be guaranteed from anniversary date to anniversary date. It is anticipated these programs will be effective January 1, 2005. The City intends to enter into a one year contract with vendors with the ability to extend any resultant contracts for coverage(s) for up to an additional 48 months after initial 12-month period.

Proposals will be opened on the day and time specified on the first page of letter. Proposals will be evaluated by the Insurance Committee based on a 1 tiered ranking. The first ranking will be based on the services provided with the 1 ranking based on cost and services. The criteria to be used for both the preliminary and final ranking in the order of importance is as follows:

Basic Life, Voluntary Life, Short-Term Disability, Flexible Spending Account Administration:	Points Per Line of Coverage
Services/Benefit Schedule Matching Current/Proposed Plans/References	50 Points
Cost/Rate Guarantees/Caps/Not to Exceed*	50 Points
Dental, Vision	
Schedule of Benefits/Services/References	25 Points
Network of Providers	25 Points
Cost/Rate Guarantees/Caps/Not to Exceed*	50 Points
* City and Employee	

The City requires a master contract reflecting the elimination of the actively-at-work restrictions or deferred effective date for insured employees and dependents eligible on the effective date of the contract. Employees enrolled in the plan outlined in RFP will maintain existing coverage without being subjected to a waiting period. It is the intention of the City, should a change in carriers be affected that employees or dependents suffer a loss of benefits by virtue of the change in carriers.

The City reserves the right to:

- Accept or reject any and all proposals submitted;
- Waive any information or irregularities in any proposal, as deemed to be in the best interest of the City;
- Request additional information for all offerors;
- Select for contract negotiations the offeror's proposal that, in the City's judgment, best meets the City's needs, regardless of any difference in estimated service fees between the offeror and all others;
- Negotiate modifications to the offeror's proposal prior to final award; and
- Negotiate a contract that covers selected parts of a proposal, or a contract that will be interpreted for a period or terminated for lack of funds.

The City and its Insurance Committee also reserves the right to interview final

should it so choose, following the preliminary and final ranking process.

Proposals containing the lowest cost will not necessarily be implemented as the recognizes that factors other than costs are important to the ultimate selection of provider or providers of their benefit plan.

Beginning with receipt of the proposals, Segal will compile an analysis of the proposals received and present it to the City Insurance Committee for review. Based on the analysis of the proposals, the City Insurance Committee will make recommendation to the City Council who will make all final decisions and the contract award. It is the City's intent to present its recommendations to the City Council for their consideration at a council meeting during the month of October 2004. The exact date has not been established.

We look forward to receiving a timely proposal from you that will provide complete and carefully prepared information. We believe this Request for Proposals adequately provide you with the information necessary for you to submit proposal. All questions must be submitted through ProposalTech or directed to Jennifer Miller at Jennifer@peoriaaz.com or fax to (623) 773-7118 .

The City reserves the right to request revisions to proposals during the Best Final process.

Your cooperation is appreciated.

Sincerely,

Brenda McMillan

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EXHIBITS

EXHIBIT A

VENDOR INFORMATION SHEET				
Organization Name	<u>SightCare, Inc.</u>			
Date Founded	<u>1985</u>			
Contact Person's Name	<u>Vincent Hayes</u>			
Title	<u>Vice President, Managed Care</u>			
Address	<u>220 North McKemy Avenue</u>			
County/State	<u>Maricopa/Arizona</u>			
Phone Number	<u>480-961-1702 ext.128</u>			
Fax Number	<u>480-961-4605</u>			
E-mail Address	<u>Vhayes@sightcareaz.com</u>			
Services Quoted	Yes	No		
Indemnity Dental		√		
Prepaid Dental		√		
Basic Life		√		
Voluntary Life		√		
Short Term Disability		√		
Vision	√			
Flexible Spending Account (FSA)		√		
Current References				
Company Name	Contact Name	Phone Number and County Location	Number of Employees	Contract Start Date
John C. Lincoln	Julie Garrett	(602) 870-6060	1,200	01/01/97
Scottsdale HealthCare	Ester Rojas	(480) 675-6842	2,888	01/01/01
Salt River Indians	Lynne Lucio	(480) 850-8074	3,200	02/01/01
Recently Terminated Cities				
Company Name	Contact Name	Phone Number	Termination Reason	Termination Date
Maricopa County	Karen Bejarano	(602) 372-7930	RFP went to the lowest bidder	12/31/01

Vincent Hayes
Authorized Signature



RFP
Overview

Save
Answers

Expand
Collapse

Show
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Quick Tips
Report a
Problem
Ideas and
Suggestions

City of Peoria

7 Exhibits 1 A / 1 Q (100%)

7.1 Exhibit A - Please complete and attach the following: Vendor Information Sheet

[View Past Answers]

Attachment Vendor Information Sheet.doc

Answer: Attached
 Not Provided

Detail:

Attach
New

Document:

- Attach APPEALS PROCESS.doc
- Existing Arizona Vision Certificate(revised).DOC
- Document Triple Option Network Providers.pdf
- (s) City of Peoria Monthly Premium Rate NWV.doc
- (Ctrl+click): **Vendor Information Sheet NWV.doc**
- City of Peoria RFP SC.doc

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7.2 Exhibit B - Delta Dental Experience Report

Delta Dental Experience.PDF

7.3 Exhibit C - Life Insurance Experience Report

Life Insurance Experience.doc

7.4  Exhibit D - Waiver

City of Peoria waiver.pdf

7.5  Exhibit E - Census

City of Peoria.xls

▶ **7.1 Confidentiality Agreements (to obtain access to census)**

City of Peoria - Fee Quotation Form

Plan Frequency

Benefits	Proposed Plan	Alternative Option
Exam	12 Months	12 Months
Lenses	12 Months	12 Months
Frame	24 Months	12 Months
Contacts	12 Months	12 Months

Premium Structure

Employee	\$3.25	\$3.75
Employee + Family	\$7.22	\$8.33
Total Monthly Premium	\$5, 247.84	\$6,054.76
Total Annual Premium	\$62, 974.08	\$72,657.12

Minimum Participation Requirements

75% of all eligible Employees

Rate Guarantee

2 years

2 years

Assumptions

Employee Only	344
Employee + Family	572



Home : City of Peoria (Answering, 3 of 44 Q left) : 5 Fee Quotation Forms : 5.4 (dflagler@sightcare) Vision Program

RFP
Overview

Save
Answers

Expand
Collapse

Show
Comments

Quick Tips
Report a
Problem
Ideas and
Suggestions

City of Peoria

5 Fee Quotation Forms 0 A / 1 Q (0%)

5.4 Vision Program 0 A / 1 Q (0%)

5.4.1 VISION PROGRAM

Assumptions:

Employee Only	344
Employee + Family	572

[View Past Answers]

	Monthly Premium Rate
Plan Frequency Exam/Lenses/Contacts/Frames	12/12/12/24
Employee	3.25
Employee + Family	7.22
Minimum Participation Requirements	75
Total Monthly Premium	5247.84
Total Annual Premium	62974.08
Rate Guarantee	
2005	24
2006	
2007	
2008	
SAFETY EYEWARE PROGRAM	

Monthly Cost

Detail: Minimum Participation Requirements is 75%.

Attached is the Quotation Forms for 12/12/12/12

Attach

[Browse](#)

New

Document:

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- Existing Arizona Vision Certificate(revised).DOC
- Document Triple Option Network Providers.pdf
- (s) **City of Peoria Monthly Premium Rate NWV.doc**
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[Save Answers](#)

	Monthly Premium Rate
Plan Frequency Exam/Lenses/Contacts/Frames	12/12/12/12
Employee	3.75
Employee + Family	8.33
Minimum Participation Requirements	75
Total Monthly Premium	6054.76
Total Annual Premium	72657.12
Rate Guarantee	
2005	24
2006	
2007	
2008	
SAFETY EYEWARE PROGRAM	
Monthly Cost	

L CON 13504



Home : City of Peoria (Answering, 3 of 44 Q left) : 2 Proposal Instructions and Conditions : 2.2 Products Quoting (dflagler@sightcare)

RFP
Overview

Save
Answers

Expand
Collapse

Show
Comments

Quick Tips
Report a
Problem
Ideas and
Suggestions

City of Peoria

2 Proposal Instructions and Conditions 1 A / 1 Q (100%)

2.2 Products Quoting 1 A / 1 Q (100%)

2.2.1 Which of the following products will you be quoting? By selecting yes, the appropriate section will be activated. (Please note: Certain sections of the RFP will remain 'Disabled' until this process is complete)

[View Past Answers]

	Quoting?
Prepaid Dental	Yes <input type="radio"/> No <input checked="" type="radio"/>
Indemnity Dental	Yes <input type="radio"/> No <input checked="" type="radio"/>
Alternative Indemnity Dental	Yes <input type="radio"/> No <input checked="" type="radio"/>
Basic Life	Yes <input type="radio"/> No <input checked="" type="radio"/>
Voluntary Life	Yes <input type="radio"/> No <input checked="" type="radio"/>
Short Term Disability	Yes <input type="radio"/> No <input checked="" type="radio"/>
Vision	Yes <input checked="" type="radio"/> No <input type="radio"/>
Flexible Spending Account (FSA)	Yes <input type="radio"/> No <input checked="" type="radio"/>

Detail:

Attach
New

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- (s) City of Peoria Monthly Premium Rate NWV.doc
- (Ctrl+click): Vendor Information Sheet NWV.doc
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Save Answers



Home : City of Peoria (Answering, 3 of 44 Q left) : 4 Questionnaires : 4.6 Vision (dflagler@sightcare)

RFP
Overview

Save
Answers

Expand
Collapse

Show
Comments

Quick Tips
Report a
Problem
Ideas and
Suggestions

City of Peoria

4 Questionnaires 38 A / 40 Q (95%)

4.6 Vision 9 A / 9 Q (100%)

4.6.1

[View Past Answers]

	Vendor
a. State the number of employer groups currently utilizing the program.	384
b. How many employees does this represent?	14,208
c. Provide the most recent number of members (employees and dependents).	32,678

Detail:

Attach New Document:

Attach Existing

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Save Answers

4.6.2 Indicate the number of providers for the areas listed. In addition, provide most recent directory.

[View Past Answers]

	Ophthalmologists	Optomet

Peoria	0	2
Glendale	7	9
Phoenix	6	22
Scottsdale	7	12
Mesa	0	14
Tempe	0	6
Chandler	1	4
Total	21	69
Provide a copy of your most recent directory.	<input checked="" type="radio"/> Attached <input type="radio"/> Not Provided	

Detail: Triple Option Network is attached

Attach New Document:

Attach Existing Document(s) (Ctrl+click):

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- Triple Option Network Providers.pdf**
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Save Answers

4.6.3  Indicate the number of locations for the areas listed.
 [View Past Answers]

	Ophthalmologists Exam Locations	Optometrists Exam Locations	Eyeca Locati
Peoria	0	2	0
Glendale	2	6	0
Phoenix	1	17	1
Scottsdale	1	18	1

Mesa	0	12	0
Tempe	0	5	0
Chandler	1	4	0
Total	21	54	2

Detail:

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Save Answers

4.6.4 Do you anticipate a significant change in the size or location of your net year, which would impact this City's population?

[View Past Answers]

Answer: Yes No

Detail: Nationwide plans to add additional 5 to 6 locations in the greater Phoenix area next year. SightCare hopes to complete the contract with Wal-Mart by 12-31-04 which would add approximately 15 to 20 more locations in the greater Phoenix area for members to access.

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Save Answers

4.6.5  What communication materials (i.e., I.D. cards) are provided to the emp them as a member? (Provide a sample.)

[View Past Answers]

Answer: Welcome Letter
Identification Card
Plan Brochure

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Save Answers

4.6.6  How are your discounted prices calculated (e.g., retail less percent disc wholesale+)?

[View Past Answers]

Answer:

The discounted prices are calculated off of t
retail pricing.

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Save Answers

4.6.7 Is there a limit on the number of services or supplies that can be purcha
discounted price?

[View Past Answers]

Answer:

Yes No

Detail:

Not through Nationwide Network. However, the
are limitations through the Private Doctor
Network.

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- Triple Option Network Providers.pdf
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- Vendor Information Sheet NWV.doc
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Save Answers

4.6.8  Outline the charges applicable to standard size lenses (per pair) without coating:

[\[View Past Answers\]](#)

Lens Type	Glass	Plastic	Polycarl
Single	N/A	39.99	*39.99
Bifocal	N/A	79.99	39.99
Trifocal	N/A	99.99	39.99
Progressive	N/A	119.99 starting	39.99

Detail:

Above pricing through Nationwide Vision Netwo
 *Polycarbonate is an additional \$39.99 to the plastic price indicated. Glass price based o prescription. Pricing through Private Doctor Pricing through the Private Doctor varies.

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Attach Existing

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 Vendor Information Sheet NWV.doc
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Save Answers

4.6.9  What is the average charge for surface costs:

[\[View Past Answers\]](#)

	Vendor Response
a. Scratch coat	N/A
b. UV	

	N/A
c. Tint	N/A

Detail:

Attach New Document:

Attach Existing

Document(s) (Ctrl+click):

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- Vendor Information Sheet NWV.doc
- City of Peoria RFP SC.doc

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Save Answers



Home : City of Peoria (Answering, 3 of 44 Q left) : 4 Questionnaires : 4.1
 General Information Questions

(dflagler@sightcare)

RFP
 Overview

Save
 Answers

Expand
 Collapse

Show
 Comments

Quick Tips
 Report a
 Problem
 Ideas and
 Suggestions

City of Peoria

4 Questionnaires 38 A / 40 Q (95%)

4.1 General Information Questions 8 A / 9 Q (89%)

4.1.1 Are the rates or fees quoted in your proposal firm and will not be recalculated based on actual enrollment?

[View Past Answers]

Answer: Yes No

Detail:

Attach
 New

[Browse](#)

Document:

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[Save Answers](#)

4.1.2

[View Past Answers]

	Vendor Response
a. Are your quoted rates guaranteed for a minimum of 12 months?	Yes <input checked="" type="radio"/> No <input type="radio"/>
b. If so, are you willing to guarantee rates for more	Yes <input checked="" type="radio"/> No <input type="radio"/>

than 12 months?	<input type="checkbox"/> Not Applicable
-----------------	---

Detail: Rates guaranteed for 24 months for inception date.

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4.1.3 Do you agree to give the City at least 150 days advance written notice c any change in fees/premium?

[View Past Answers]

Answer: Yes No

Detail:

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New
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(s) City of Peoria Monthly Premium Rate NWV.doc
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City of Peoria RFP SC.doc
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Save Answers

4.1.4 Your proposal is to be submitted net of commissions. Is your quotation consistent with this request?

[View Past Answers]

Answer: Yes No

Detail:

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- Document Triple Option Network Providers.pdf
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4.1.5 Identify those individuals who would be responsible for the day to day service contact with the City.

[View Past Answers]

Answer: SightCare - Key Contacts

Vincent Hayes
Vice President Managed Care
(480) 961-1702 ext. 128

Linda Leiting
Customer Service Manager
(480) 961-1702 ext. 132

Jean Ridey
Claims Manager
(480) 961-1702 ext. 106

Heidi Dittimore
Billing Supervisor
(480) 961-1702 ext. 144

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 Document:
 Attach APPEALS PROCESS.doc
 Existing Arizona Vision Certificate(revised).DOC
 Document Triple Option Network Providers.pdf
 (s) City of Peoria Monthly Premium Rate NWV.doc
 (Ctrl+click): Vendor Information Sheet NWV.doc
 City of Peoria RFP SC.doc
 Flags Needs Review Confidential

Save Answers

4.1.6  If your company is awarded this business, how soon after notification of award would you be able to have a draft of the contract?

[View Past Answers]

Answer: Assuming all the applications are completed in full, we can have the draft of the contract within one week.

Attach
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 Attach APPEALS PROCESS.doc
 Existing Arizona Vision Certificate(revised).DOC
 Document Triple Option Network Providers.pdf
 (s) City of Peoria Monthly Premium Rate NWV.doc
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 City of Peoria RFP SC.doc
 Flags Needs Review Confidential

Browse

Save Answers

4.1.7  What are the most recent ratings for your company by the following:
 [View Past Answers]

	Rating	Date
Standard and Poors	N/A	
Duff and Phelps	N/A	
A.M. Best	N/A	
Moody's	N/A	

Detail: Not Applicable. SightCare is a Non-Profit Optometric Service Corporation relegated by the Department of Insurance doing business only in the State of Arizona. Since SightCare has a limited insurance license (1 state) and our premium dollars are under \$5 million dollars we are to small to be rated by any of the large

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- Attach APPEALS PROCESS.doc
- Existing Arizona Vision Certificate(revised).DOC
- Document Triple Option Network Providers.pdf
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- (Ctrl+click): Vendor Information Sheet NWV.doc
- City of Peoria RFP SC.doc

Flags Needs Review Confidential

Save Answers

4.1.8  If you were provided any individually identifiable health information (IIHI) the City in order to price this proposal, do you understand that you are prohibited from using the IIHI for any purpose other than as required by law and further, agree to promptly destroy such data if you are NOT the successful Offerors?
 [View Past Answers]

Answer: Yes; Agreed
 No; Not Agreed

Detail:

Attach

[Browse](#)

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Document:

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APPEALS PROCESS.doc

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Arizona Vision Certificate(revised).DOC

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Triple Option Network Providers.pdf

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City of Peoria Monthly Premium Rate NWV.doc

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Vendor Information Sheet NWV.doc

City of Peoria RFP SC.doc

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Needs Review Confidential

[Save Answers](#)

4.1.9  Attach a copy of claims and appeals text you would like the City to consider adding to their Plan Document/SPD to outline the process for claims filing/payment and appeals with your organization.

[View Past Answers]

Answer:

Attached

Not Provided

Detail:

Attach

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Document:

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APPEALS PROCESS.doc

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Arizona Vision Certificate(revised).DOC

Document

Triple Option Network Providers.pdf

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Vendor Information Sheet NWV.doc

City of Peoria RFP SC.doc

Flags

Needs Review Confidential

[Save Answers](#)

**Health Care Insurer Appeals Process Information Packet
SightCare, Inc.**

CAREFULLY READ THE INFORMATION IN THIS PACKET AND KEEP IT FOR FUTURE REFERENCE. IT HAS IMPORTANT INFORMATION ABOUT HOW TO APPEAL DECISIONS WE MAKE ABOUT YOUR HEALTH CARE.

**Getting Information about the Health Care Appeals Process
Help in Filing an Appeal: Standardized Forms and Consumer Assistance
From the Department of Insurance**

We must send you a copy of this information packet when you first receive your policy, and within 5 business days after we receive your request for an appeal. When your insurance coverage is renewed, we must also send you a separate statement to remind you that you can request another copy of this packet. We will also send a copy of this packet to you or your treating provider at any time upon request. Just call our customer/member services number at (480) 961-1702 to ask.

At the back of this packet, you will find forms you can use for your appeal. The Arizona Insurance Department (“the Department”) developed these forms to help people who want to file a health care appeal. You are not required to use them. We cannot reject your appeal if you do not use them. If you need help in filing an appeal, or you have questions about the appeals process, you may call the Department’s Consumer Assistance Office at (602) 912-8444 or (800) 325-2548 or call us at (480) 961-1702.

How to Know When You Can Appeal

When “we” do not authorize or approve a service or pay for a claim, we must notify you of your right to appeal that decision. Your notice may come directly from us, or through your treating provider.

Decisions You Can Appeal

You can appeal the following decisions:

1. We do not approve a service that you or your treating provider has requested.
2. We do not pay for a service that you have already received.
3. We do not authorize a service or pay for a claim because we say that it is not “medically necessary.”
4. We do not authorize a service or pay for a claim because we say that it is not covered under your insurance policy, and you believe it is covered.
5. We do not notify you, within 10 business days of receiving your request, whether or not we will authorize a requested service.
6. We do not authorize a referral to a specialist.

Decisions You Cannot Appeal

You cannot appeal the following decisions:

1. You disagree with our decision as to the amount of “usual and customary charges.”
2. You disagree with how we are coordinating benefits when you have health insurance with more than one insurer.
3. You disagree with how we have applied your claims or services to your plan deductible.
4. You disagree with the amount of coinsurance or copayments that you paid.
5. You disagree with our decision to issue or not issue a policy to you.
6. You are dissatisfied with any rate increases you may receive under your insurance policy.
7. You believe we have violated any other parts of the Arizona Insurance Code.

If you disagree with a decision that is not appealable according to this list, you may still file a complaint with the Arizona Department of Insurance, Consumer Affairs Division, 2910 North 44th, Second Floor, Phoenix, Arizona 85018.

Who Can File an Appeal?

Either you or your treating provider can file an appeal on your behalf. At the end of this packet is a form that you may use for filing your appeal. You are not required to use this form, and can send us a letter with the same information. If you decide to appeal our decision to deny authorization for a service, you should tell your treating provider so the provider can help you with the information you need to present your case.

Description of the Appeals Process

There are two types of appeals: an expedited appeal for urgent matters, and a standard appeal. Each type of appeal has 3 levels. The appeals operate in a similar fashion, except that expedited appeals are processed much faster because of the patient’s condition.

	Expedited Appeals (for urgently needed services you have not yet received)	Standard Appeals (for non-urgent services or denied claims)
Level 1	Expedited Medical Review	Informal Reconsideration ¹
Level 2	Expedited Appeal	Formal Appeal
Level 3	Expedited External Independent Medical Review	External Independent Medical Review

We make the decisions at Level 1 and Level 2. An outside reviewer, who is completely independent from our company, makes Level 3 decisions. You are not responsible to pay the costs of the external review if you choose to appeal to Level 3.

¹Many insurers do not provide informal reconsideration of a denied claim; the insured begins at the formal appeal level. Those insurers include a footnote to specify that informal reconsideration is not available for a denied claim.

**EXPEDITED APPEAL PROCESS FOR URGENTLY NEEDED SERVICES
NOT YET PROVIDED**

Level 1: Expedited Medical Review

Your request: You may obtain Expedited Medical Review of your denied request for a service that has not already been provided if:

- You have coverage with us,
- We denied your request for a covered service, and
- Your treating provider certifies in writing and provides supporting documentation that the time required to process your request through the Informal Reconsideration and Formal Appeal process (about 60 days) is likely to cause a significant negative change in your medical condition. (At the end of this packet is a form that your provider may use for this purpose. Your provider could also send a letter or make up a form with similar information.) Your treating provider must send the certification and documentation to:

Name: Vincent Hayes
Title: Vice President Managed Care
Address: 220 North McKemy, Chandler, Arizona 85226
Phone: (480) 961-1702
Fax: (480) 893-8172

Our decision: We have 1 business day after we receive the information from the treating provider to decide whether we should change our decision and authorize your requested service. Within that same business day, we must call and tell you and your treating provider, and mail you our decision in writing. The written decision must explain the reasons for our decision and tell you the documents on which we based our decision.

If we deny your request: You may immediately appeal to Level 2.

If we grant your request: We will authorize the service and the appeal is over.

If we refer your case to Level 3: We may decide to skip Level 1 and Level 2 and send your case straight to an independent reviewer at Level 3.

Level 2: Expedited Appeal

Your request: If we deny your request at Level 1, you may request an Expedited Appeal. After you receive our Level 1 denial, your treating provider *must immediately* send us a written request (to the same person and address listed above under Level 1) to tell us you are appealing to Level 2. To help your appeal, your provider should also send

us any information (that the provider hasn't already sent us) to show why you need the requested service.

Our decision: We have 3 business days after we receive the request to make our decision.

If we deny your request: You may immediately appeal to Level 3.

If we grant your request: We will authorize the service and the appeal is over.

If we refer your case to Level 3: We may decide to skip Level 2 and send your case straight to an independent reviewer at Level 3.

Level 3: Expedited External, Independent Review

Your request: You may appeal to Level 3 only after you have appealed through Levels 1 and 2. You have only 5 business days after you receive our Level 2 decision to send us your written request for Expedited External Independent Review. Send your request and any more supporting information to:

Name: Vincent Hayes
Title: Vice President Managed Care
Address: 220 North McKemy, Chandler, Arizona 85226
Phone: (480) 961-1702
Fax: (480) 893-8172

Neither you nor your treating provider is responsible for the cost of any external independent review.

The process: There are two types of Level 3 appeals, depending on the issues in your case:

(1) Medical Necessity

These are cases where we have decided not to authorize a service because we think the services you (or your treating provider) are asking for, are not medically necessary to treat your problem. For medical necessity cases, the independent reviewer is a provider retained by an outside independent review organization ("IRO"), that is procured by the Arizona Insurance Department, and not connected with our company. The IRO provider must be a provider who typically manages the condition under review.

(2) Contract Coverage

These are cases where we have denied coverage because we believe the requested service is not covered under your insurance policy. For contract coverage cases, the Arizona Insurance Department is the independent reviewer.

Medical Necessity Cases

Within one business day of receiving your request, we must:

1. Mail a written acknowledgement of the request to the Director of Insurance, you, and your treating provider.
2. Send the Director of Insurance: the request for review; your policy, evidence of coverage or similar document; all medical records and supporting documentation used to render our decision; a summary of the applicable issues including a statement of our decision; the criteria used and clinical reasons for our decision; and the relevant portions of our utilization review guidelines. We must also include the name and credentials of the health care provider who reviewed and upheld the denial at the earlier appeal levels.

Within 2 business days of receiving our information, the Insurance Director must send all the submitted information to an external independent reviewer organization (the "IRO").

Within 5 business days of receiving the information the IRO must make a decision and send the decision to the Insurance Director.

Within 1 business day of receiving the IRO's decision, the Insurance Director must mail a notice of the decision to us, you, and your treating provider.

The decision (medical necessity): If the IRO decides that we should provide the service, we must authorize the service. If the IRO agrees with our decision to deny the service, the appeal is over. Your only further option is to pursue your claim in Superior Court.

Contract Coverage Cases

Within 1 business day of receiving your request, we must:

1. Mail a written acknowledgment of your request to the Insurance Director, you, and your treating provider.
2. Send the Director of Insurance: the request for review, your policy, evidence of coverage or similar document, all medical records, and supporting documentation used to render our decision, a summary of the applicable issues including a statement of our decision, the criteria used and any clinical reasons for our decision and the relevant portions of our utilization review guidelines.

Within 2 business days of receiving this information, the Insurance Director must determine if the service or claim is covered, issue a decision, and send a notice to us, you, and your treating provider.

Referral to the IRO for contract coverage cases: The Insurance Director is sometimes unable to determine issues of coverage. If this occurs, the Insurance Director will forward your case to an IRO. The IRO will have five business days to make a decision and send it to the Insurance Director. The Insurance Director will have one business day after receiving the IRO's decision to send the decision to us, you, and your treating provider.

The decision (contract coverage): If you disagree with Insurance Director's final decision on a contract coverage issue, you may request a hearing with the Office of Administrative Hearings ("OAH"). If we disagree with the Director's final decision, we may also request a hearing before OAH. A hearing must be requested within 30 days of receiving the Director's decision. OAH must promptly schedule and complete a hearing for appeals from expedited Level 3 decisions.

<p style="text-align: center;">STANDARD APPEAL PROCESS FOR NON-URGENT SERVICES AND DENIED CLAIMS</p>

Level 1: Informal Reconsideration

Your request: You may obtain Informal Reconsideration of your denied request for a service or claim if:

- You have coverage with us,
- We denied your request for a covered service (or claim),
- You do not qualify for an expedited appeal, and
- You or your treating provider asks for Informal Reconsideration within two years of the date we first deny the requested service (or claim) by calling, writing, or faxing your request to:

Name:	Vincent Hayes	Phone:	(480) 961-1702
Title:	Vice President Managed Care		
Address:	220 North McKemy Chandler, Arizona 85226	Fax:	(480) 893-8172

Our acknowledgement: We have 5 business days after we receive your request for Informal Reconsideration ("the receipt date") to send you and your treating provider a notice that we got your request.

Our decision: We have 30 days after the receipt date to decide whether we should change our decision and authorize your requested service or pay your claim. Within the same 30 days, we must send you and your treating provider our written decision. The written decision must explain the reasons for our decision and tell you the documents on which we based our decision.

If we deny your request: You have 60 days to appeal to Level 2.

If we grant your request: The decision will authorize the service (or pay the claim) and the appeal is over.

If we refer your case to Level 3: We may decide to skip Level 1 and Level 2 and send your case straight to an independent reviewer at Level 3.

Level 2. Formal Appeal

Your request: You may request Formal Appeal if: (1) we deny your request at Level 1, or (2) you have an unpaid claim and we did not provide a Level 1 review. After you receive our Level 1 denial, you or your treating provider must send us a written request within 60 days to tell us you are appealing to Level 2. If we did not provide a Level 1 review of your denied claim, you have two years from our first denial notice to request Formal Appeal. To help us make a decision on your appeal, you or your provider should also send us any more information (that you haven't already sent us) to show why we should authorize the requested service or pay the claim. Send your appeal request and information to:

Name:	Vincent Hayes	Phone:	(480) 961-1702
Title:	Vice President Managed Care		
Address:	220 North McKemy Chandler, Arizona 85226	Fax:	(480) 893-8172

Our acknowledgement: We have 5 business days after we receive your request for Formal Appeal ("the receipt date") to send you and your treating provider a notice that we got your request.

Our decision: For a denied service that you have not yet received, we have 30 days after the receipt date to decide whether we should change our decision and authorize your requested service. For denied claims, we have 60 days to decide whether we should change our decision and pay your claim. We will send you and your treating provider our decision in writing. The written decision must explain the reasons for our decision and tell you the documents on which we based our decision.

If we deny your request or claim: You have 30 days to appeal to Level 3.

If we grant your request: We will authorize the service to pay the claim and the appeal is over.

If we refer your case to Level 3: We may decide to skip Level 2 and send your case straight to an independent reviewer at Level 3.

Level 3: External, Independent Review

Your request: You may appeal to Level 3 only after you have appealed through Levels 1 and 2. You have 30 days after you receive our Level 3 decision to send us your written request for External Independent Review. Send your request and any more supporting information to:

Name:	Vincent Hayes	Phone:	(480) 961-1702
Title:	Vice President Managed Care		
Address:	220 North McKemy Chandler, Arizona 85226	Fax:	(480) 893-8172

Neither you nor your treating provider is responsible for the cost of any external independent review.

The process: There are two types of Level 3 appeals, depending on the issues in your case:

(1) Medical Necessity

These are cases where we have decided not to authorize a service because we think the services you (or your treating provider) are asking for, are not medically necessary to treat your problem. For medical necessity cases, the independent reviewer is a provider retained by an outside independent review organization (IRO), procured by the Arizona Insurance Department, and not connected with our company. For medical necessity cases, the provider must be a provider who typically manages the condition under review.

(2) Contract Coverage

These are cases where we have denied coverage because we believe the requested service is not covered under your insurance policy. For contract coverage cases, the Arizona Insurance Department is the independent reviewer.

Medical Necessity Cases

Within 5 business days of receiving your request, we must:

1. Mail a written acknowledgement of the request to the Director of Insurance, you, and your treating provider.
2. Send the Director of Insurance: the request for review; your policy, evidence of coverage or similar document; all medical records and supporting documentation used to render our decision; a summary of the applicable issues including a statement of our decision; the criteria used and clinical reasons for our decision; and the relevant portions of our utilization review guidelines. We must also include the name and credentials of the health care provider who reviewed and upheld the denial at the earlier appeal levels.

Within 5 days of receiving our information, the Insurance Director must send all the submitted information to an external independent review organization (the "IRO").

Within 21 days of receiving the information the IRO must make a decision and send the decision to the Insurance Director.

Within 5 business days of receiving the IRO's decision, the Insurance Director must mail a notice of the decision to us, you, and your treating provider.

The decision (medical necessity): If the IRO decides that we should provide the service or pay the claim, we must authorize the service or pay the claim. If the IRO agrees with our decision to deny the service or payment, the appeal is over. Your only further option is to pursue your claim in Superior Court.

Contract Coverage Cases

Within 5 business days of receiving your request, we must:

1. Mail a written acknowledgement of your request to the Insurance Director, you, and your treating provider.
2. Send the Director of Insurance: the request for review; your policy, evidence of coverage or similar document; all medical records and supporting documentation used to render our decision; a summary of the applicable issues including a statement of our decision; the criteria used and any clinical reasons for our decision; and the relevant portions of our utilization review guidelines.

Within 15 business days of receiving this information, the Insurance Director must determine if the service or claim is covered, issue a decision, and send a notice to us, you, and your treating provider. If the Director decides that we should provide the service or pay the claim, we must do so.

Referral to the IRO for contract coverage cases: The Insurance Director is sometimes unable to determine issues of coverage. If this occurs, the Insurance Director will forward your case to an IRO. The IRO will have 21 days to make a decision and send it to the Insurance Director. The Insurance Director will have 5 business days after receiving the IRO's decision to send the decision to us, you, and your treating provider.

The decision (contract coverage): If you disagree with the Insurance Director's final decision on a coverage issue, you may request a hearing with the Office of Administrative Hearings ("OAH"). If we disagree with the Director's determination of coverage issues, we may also request a hearing at OAH. Hearings must be requested within 30 days of receiving the coverage issue determination. OAH has rules that govern the conduct of their hearing proceedings.

Obtaining Medical Records

Arizona law (A.R.S. §12-2293) permits you to ask for a copy of your medical records. Your request must be in writing and must specify who you want to receive the records. The health care provider who has your records will provide you or the person you specified with a copy of your records.

Designated Decision-Maker: If you have a designated health care decision-maker, that person must send a written request for access to or copies of your medical records. The medical records must be provided to your health care decision-maker or a person designated in writing by your health care decision-maker unless you limit access to your medical records only to yourself or your health care decision-maker.

Confidentiality: Medical records disclosed under A.R.S. §12-2293 remain confidential. If you participate in the appeal process, the relevant portions to your medical records may be disclosed only to people authorized to participate in the review process for the medical condition under review. These people may not disclose your medical information to any other people.

Documentation for an Appeal

If you decide to file an appeal, you must give us any material justification or documentation for the appeal at the time the appeal is filed. If you gather new information during the course of your appeal, you should give it to us as soon as you get it. You must also give us the address and phone number where you can be contacted. If the appeal is already at Level 3, you should also send the information to the Department.

The Role of the Director of Insurance

Arizona law (A.R.S. §20-2533(F)) requires “any member who files a complaint with the Department relating to an adverse decision to pursue the review process prescribed” by law. This means, that for appealable decisions, you must pursue the health care appeals process before the Insurance Director can investigate a complaint you may have against our company based on the decision at issue in the appeal.

The appeal process requires the Director to:

1. Oversee the appeals process.
2. Maintain copies of each utilization review plan submitted by insurers.
3. Receive, process, and act on requests from an insurer for External, Independent Review.
4. Enforce the decisions of insurers.
5. Review decisions of insurers.
6. Report to the Legislature.
7. Send, when necessary, a record of the proceedings of an appeal to Superior Court or to the Office of Administrative Hearings (OAH).
8. Issue a final administrative decision on coverage issues, including the notice of the right to request a hearing at OAH.

Receipt of Documents

Any written notice, acknowledgment, request, decision, or other written document required to be mailed is deemed received by the person to whom the documents is properly addressed on the fifth business day after being mailed. "Properly addressed" means your last known address.

Triple Network Option

Nationwide Vision & Preferred Provider & Out-of-Network

City of Peoria - Custom Plan - 120

Provider Network	Nationwide Vision	SightCare OR Preferred Provider OR	Out-of-Network Allowance
SERVICES			
Eye Examination:			
Eye Exam	Covered 100%	\$ 10 CoPay	Up to \$ 35
Ancillary Testing for Exams:			
Dilation	100% Covered	100% Covered	See Exam Allowance
Visual Fields Screening	\$ 9 CoPay	20% Discount	Not Covered
Frames:			
Frame Allowance	Up to \$ 120	After \$ 10 Material CoPay Up to \$ 120	Up to \$ 45
Standard Lenses:			
Single Vision	100% Covered	100% Covered	Up to \$ 25
Bifocal FT-28	100% Covered	100% Covered	Up to \$ 40
Trifocal 7 X 28	100% Covered	100% Covered	Up to \$ 55
Progressive (Standard)	\$ 30 CoPay	20% Discount	Bifocal Rate Up to \$ 40
Options:			
Polycarbonate (Under 18 yrs.)	100% Covered	20% Discount	Not Covered
Tint and Scratch Coat	\$ 10 CoPay Each	20% Discount	Not Covered
All Other Lenses & Options	20% Discount	20% Discount	Not Covered
In Lieu of Eyeglasses (Frames & Lenses)			
Contact Lens Benefit:			
Fitting Fees	100% Covered	After \$ 10 Material CoPay See CL's Section	See CL's Section
Product Benefit			
Cosmetic Contacts	Up to \$ 120	\$ 105 Allowance towards CL's and Fitting	\$ 105 Allowance towards Fitting and CL's purchase.
Medically Necessary	Up to \$ 250	Up to \$ 250	Up to \$ 105
LASIK Benefit:			
In Lieu of Exam, Eyeglasses or Contact Lens Benefit	LASIK Benefit \$150 Allowance	LASIK Benefit Not Available Not Covered	Not Covered
Second Pair Purchase:			
Frames	2nd Pair Purchases 50% Discount	Not Covered	Not Covered
Lenses	25% Discount	Not Covered	Not Covered
Options	25% Discount	Not Covered	Not Covered
Replacement Lenses			
Disposable	10% Discount	10% Discount	Not Covered
Conventional	20% Discount	20% Discount	Not Covered

Definitions:

Provider Network

Out-of-Network Allowance

LASIK Benefit

Nationwide Vision **OR** Preferred Provider **OR** Out-of-Network Allowance.

Member must pay first and then submit receipts to SightCare to be reimbursed.

Exclusively through Nationwide Vision Laser and Eye Center

SightCare – Triple Plan Design Provider Network Options

SightCare provides members with the ability to elect services through one of the three different avenues. The multiple Provider avenues allow the member to select the Network that best meets their individual needs and preferences. Members may elect services from the following Network Provider options:

- ***Nationwide Vision Network of Offices***

Members **will always** receive the **highest benefit** allowances and **added benefits** when electing to receive services the Nationwide Vision Network.

- ***SightCare Private Doctor Network***

The Private Doctor Network Is comprised of Independent Doctors of Optometry in the community. Major differences in the benefit levels are frame allowances and contact lens allowance.

- ***Out-of-Network Allowance***

In the event a member does not wish to use either the Nationwide Vision Network or a SightCare Private Doctor for services, members are free to use any provider of their choice and will be reimbursed up to the Out-of-Network allowance indicated. The member will be responsible for paying for services at time of purchase and then submitting a receipt to be reimbursed.

Plan Enhancements to Our Proposal

Through the Nationwide Vision Network

- **CoPayments are waived through the Nationwide Vision Network**
- **Standard Progressive - \$ 30 CoPay**
- **Fitting Fees - Covered 100%**
- **Contact Lens Benefit - \$ 120 Allowance Specifically towards product**
- **LASIK Benefit - \$ 150 Allowance – In Lieu of Exam, Eyeglasses or Contact Lens Benefit**
- **2nd Pair Discounts**
- **Replacement Contact Lenses Discounts**

Plan Design Exceptions

SightCare has tried to copy the existing plan as closely as possible. However, the following are plan exceptions to the existing program:

- **Polycarbonate Lenses – Are not covered items unless the member elects to use the Nationwide Vision Network for services. Through the Nationwide Vision Network polycarbonate lenses are covered up to 18 years at 100%.**
- **Photochromic Lenses – Are not covered items under our plan design.**

Prescription Safety Eyewear

The Prescription Safety Eyewear portion of our proposal will be provided through Nationwide Vision. Below is a list of the advantages Nationwide Vision provides their Safety Accounts.

Locally Owned and Operated

Nationwide Vision is an Arizona Corporation that is doctor owned and operated for over 18+ years. Nationwide Vision has grown from 1 office location to 49 in the State. Nationwide Vision is twice the size of their nearest retail competitor in the marketplace. Nationwide Vision is the largest retail provider of Safety Eyewear in the State of Arizona

Nationwide Vision's corporate office and state-of-the-art manufacturing facility is located in Chandler. This allows Nationwide Vision to provide all services on a local basis with immediate access to their senior executives in the event of a concern.

Most Safety Companies

Most Safety Eyewear programs provide an assortment of safety frames for display purposes through a retail optical chain or private doctor's offices. The office staff is only responsible for writing up the order and providing the initial measurements. The orders are then faxed to the safety companies manufacturing facility which is generally outside of the state. As a result, the office staff taking the order has no control over the delivery time and can not respond effectively to manufacturing issues since they must be sent back to the safety companies manufacturing facility to be handled. This process creates frustration on both the office staff trying to handle the order and the customer in having someone who is locally responsive to their needs.

Nationwide Vision - Total Control of the Transaction

In addition to providing the safety frame selection, all manufacturing of safety lenses is done through Nationwide Vision's own state-of-the-art manufacturing facility. By providing the safety frame selection, staff, and manufacturing they can control the total transaction and the delivery of finished prescriptions back to the member. As a result, when a concern arises, members and clients can deal with a customer service representative specifically assigned to their account to immediately assist them in resolving any concerns.

Pricing of Safety Eyewear

The pricing of prescription safety eyewear is done on a per order basis. In **Exhibit A** is the cost of a pair of safety prescription eyewear for standard single vision, bifocal, and trifocal lenses. The cost of a base pair of safety prescription includes the following items:

- Base Frame
- Polycarbonate Lenses
- Side Shields – Either fixed or detachable
- Eyeglass case

Exhibit B provides the cost for lens options or upgrades. All safety eyewear meets ANSI Z87.1-1989 standards.

Instant Access & Convenient Accessibility

Members are free to utilize any one of our 34 offices in the Greater Phoenix Metropolitan area. Members can access services at any office without scheduling an appointment providing they have a valid prescription. In the event members need to schedule an examination, they can call the most convenient Nationwide Vision office location to schedule an appointment.

Attached in **Exhibit C** is an Alphabetical listing by City of Nationwide Vision offices and the office hours for each of our locations.

All Nationwide Vision office locations are opened six (6) days a week: Monday through Saturday. Standard business hours are from 9:00 a.m. to 6:00 p.m. All office locations provide extended evening hours at least twice a week. Members can access a Nationwide Vision location within a 4-mile radius of any where in the Greater Phoenix Metropolitan area.

Safety Frame Selection

Included in Nationwide Vision's Proposal as **Exhibit D** is a listing of all the Safety Frames we carry in our offices. The list indicates by Group Type the additional co-payment the member would pay in the event they would like to upgrade their frame selection from the Base Frame that is automatically included in our pricing structure. The frame selection is comprised of the most popular safety frames based upon Nationwide Vision's safety client's purchasing habits and is updated every year to insure the selection stays current.

We have included in **Exhibit E** an ON-Guard catalog to provide a visual aid to the type and style of the frames Nationwide Vision carries. Please note, Nationwide Vision only carries and makes available the frames indicated in **Exhibit D** in our offices.

Centralized Data Base

All office locations are connected to Nationwide Vision's corporate database. This allows all offices to be able to pull up a detailed overview of their client's plan designs and benefits which can be printed and handed to the member to verify their specific safety benefits.

The Plan Design Sheets also include specific information pertaining to authorization procedures and any unique guidelines or requirements as established by each Safety Client.

Summary

Nationwide Vision's office presence in the Greater Phoenix Metropolitan area, the ability to handle the complete transaction, their selection of quality safety frames and cost effective pricing provides a comprehensive safety program for the City of Peoria's consideration.

Exhibits:

- Exhibit A - Pricing Structure**
- Exhibit B - Lens Options and Upgrades**
- Exhibit C - Nationwide Vision Offices and Hours**
- Exhibit D - Frame Selection Offered at Nationwide Vision with Co-Payments**
- Exhibit E - On Guard Catalog**

Exhibit A

Safety Eyewear Pricing

Description	Unit Price
Single Vision	\$39
Bifocal Lenses FT-28	\$55
Trifocal Lenses 7 x 28	\$65
Progressive Lenses (Standard)	\$79

The above pricing includes:

Base Frame
Polycarbonate Lenses
Side Shields
Eyeglass case

Exhibit B

Lens Options and Upgrades

Description of Upgrade	Add to Base Price
Tegra - Single Vision	\$25
Tegra - Bifocal	\$35
Anti-Reflective (AR) Coating	\$30
Slab-offs, Myodiscs, Cataracts	\$45
Occupational (Double Seg)	\$45
Transitions	\$50
Mid Index	\$25
High Index	\$45
Polarized	\$45

Progressive Addition Lenses	Add to Base Price
Signet Armor Lite Navigators	Included in Base Cost
X-Cel Fashion Fit	\$45
Kodak-Concise, Vision Ease - Outlook	\$55
Kodak-Precise	\$75

Exhibit C - Nationwide Offices for Arizona - Greater Phoenix Area

City	Address	Suite #	State	Zip Code	Office #	Telephone	Facsimile
Apache Junction	10735 E. Apache Trail	Suite C-107	AZ	85220	Office 42	(480) 354-7976	(480) 354-8001
Cave Creek	29834 North Cave Creek	Suite B104	AZ	85331	Office 41	(480) 515-9321	(480) 515-9365
Chandler	2050 North Alma School	Suite 32	AZ	85224	Office 9	(480) 786-1075	(480) 786-0476
Chandler	220 McKerny		AZ	85226	Office 11	(480) 961-0793	(480) 961-0794
Chandler	3165 South Alma School	Suite 18	AZ	85248	Office 34	(480) 917-8964	(480) 821-7108
Gilbert	1672 E. Guadalupe Rd.	Suite 111	AZ	85233	Office 27	(480) 892-6495	(480) 892-8167
Gilbert	115 E. Williams Field Road	Suite 102	AZ	85296	Office 53	(480) 732-7895	(480) 732-9761
Glendale	5026 West Cactus	Suite 4	AZ	85304	Office 4	(602) 547-9124	(602) 547-9634
Glendale	20329 North 59th Avenue	Suite A-8	AZ	85308	Office 45	(623) 362-2349	(623) 362-2850
Glendale	9524 W. Camelback Road	Suite 150	AZ	85305	Office 55	(623) 872-8822	(623) 772-8216
Goodyear	14175 W. Indian School Rd. ByPass	Suite D-2	AZ	85340	Office 37	(623) 536-2575	(623) 536-2574
Mesa	437 South Gilbert		AZ	85204	Office 3	(480) 844-7097	(480) 844-2018
Mesa	5846 E. McKellips		AZ	85215	Office 14	(480) 396-3653	(480) 396-0273
Mesa	1350 S. Longmore	Suite 18	AZ	85202	Office 25	(480) 655-0741	(480) 655-1607
Mesa	1025 South Power Rd.	Suite 102	AZ	85206	Office 38	(480) 325-6277	(480) 325-6278
Mesa	9115 E. Baseline Road	Suite C-103	AZ	85282	Office 59	(480) 373-8887	(480) 380-1560
Peoria	7857 West Bell	Suite 107	AZ	85382	Office 23	(623) 878-8948	(623) 878-7868
Peoria	9069 West Olive	Suite 112	AZ	85345	Office 33	(623) 486-9663	(623) 486-9742
Phoenix	5130 North 19th Avenue	Suite 13	AZ	85015	Office 2	(602) 242-5293	(602) 242-0774
Phoenix	4615 East Thomas Rd.	Suite 5	AZ	85018	Office 5	(602) 952-8667	(602) 952-0129
Phoenix	3202 East Greenway	Suite 1631	AZ	85032	Office 6	(602) 788-8413	(602) 788-8691
Phoenix	2929 N. 75th Avenue	Suite 30	AZ	85033	Office 10	(623) 849-0428	(623) 849-3649
Phoenix	18631 N. 19th Avenue	Suite 130	AZ	85027	Office 24	(623) 516-4710	(623) 516-4759
Phoenix	4302 East Ray Road		AZ	85044	Office 31	(480) 704-0626	(480) 704-0641
Phoenix	3415 West Glendale Ave. Bldg B.	Suite 11A	AZ	85051	Office 39	(602) 973-5868	(602) 973-6076
Phoenix	610 East Baseline	Suite C3B	AZ	85040	Office 48	(602) 269-9771	(602) 268-0899
Phoenix	21001 N. Tatum	Suite 74-1570	AZ	85050	Office 50	(480) 538-9811	(480) 538-9809
Phoenix	1650 East Camelback Road	Suite 160	AZ	85016	Office 58	(602) 277-3348	
Phoenix	7625 W. Lower Buckeye Road - Opening Soon!	Suite 105	AZ	85043	Office 60	(623) 478-9959	
Scottsdale	15560 N. Frank Lloyd Wright Blvd.	Suite B-2	AZ	85260	Office 22	(480) 661-8733	(480) 661-8584
Scottsdale	7904 E. Chapparal Rd.	Suite A-108	AZ	85250	Office 26	(480) 874-2543	(480) 874-2837
Surprise	14545 W. Grand Avenue	Suite 105	AZ	85375	Office 35	(623) 214-3848	(623) 214-3851
Tempe	933 East University	Suite 106	AZ	85281	Office 1	(480) 966-4992	(480) 966-7460
Tempe	1825 East Guadalupe Road	Suite 107	AZ	85283	Office 57	(480) 730-1884	(480) 466-1951

Nationwide Offices for Arizona - Greater Tucson Area

City	Address	Suite #	State	Zip Code	Office #	Telephone	Facsimile
Tucson	4663 E. Speedway Blvd.		AZ	85712	Office 7	(520) 322-0873	(520) 322-0886
Tucson	3806 North Oracle Road		AZ	85705	Office 8	(520) 877-4435	(520) 877-2315
Tucson	3880 West Ina Road	Suite 128	AZ	85741	Office 28	(520) 579-9641	(520) 579-9644
Tucson	8812 East Broadway		AZ	85710	Office 30	(520) 296-8200	(520) 296-8282
Tucson	3788 South 16th Avenue		AZ	85713	Office 32	(520) 388-9741	(520) 388-9750
Tucson	7046 East Golf Links		AZ	85730	Office 36	(520) 790-0080	(520) 790-1191
Tucson	7860 North Oracle Road		Az	85704	Office 43	(520) 797-2700	(520) 797-4545
Tucson	1685 West Valencia	Suite 141	AZ	85746	Office 44	(520) 807-5721	(520) 807-5723
Tucson	1370 North Silverbell Road	Suite 140	AZ	85714	Office 48	(520) 882-7700	(520) 882-5793
Tucson	7245 East Tanque Verde Road	Suite 150	AZ	85715	Office 54	(520) 721-4751	(520) 721-4776

Nationwide Offices for Arizona - Outlying Area

Casa Grande	1275 E. Florence	Suite 3	AZ	85222	Office 47	(520) 426-1600	(520) 426-1603
Flagstaff	801 South Milton		AZ	86001	Office 49	(928) 213-1400	(928) 773-1463
<i>Marana</i>	<i>5960 W. Arizona Pavilions Dr. Opening Soon</i>	<i>Suite #130</i>	<i>AZ</i>	<i>85653</i>	<i>Office 61</i>		
Nogales	204 Mariposa Road	Suite 24	AZ	85621	Office 56	(520) 287-3233	(520) 287-2016
Sierra Vista	2270 East Fry Boulevard		AZ	85635	Office 51	(520) 459-7466	(520) 458-0533
Scottsdale	1781 East Highway 69		AZ	86301	Office 40	(928) 776-3096	(520) 776-7920
Yuma	270 West 32nd Street		AZ	85364	Office 52	(928) 726-7757	(928) 726-2239

Nationwide Vision

Phoenix and Tucson - Office Hours

	<u>Office 1</u>	<u>Office 2</u>	<u>Office 3</u>	<u>Office 4</u>	<u>Office 5</u>	<u>Office 6</u>	<u>Office 7</u>	<u>Office 8</u>
Monday	9-8	9-6	9-8	9-8	9-8	9-8	9-8	9-8
Tuesday	9-6	9-8	9-6	9-6	9-6	9-6	9-6	9-6
Wednesday	9-8	9-6	9-8	9-8	9-8	9-8	9-8	9-8
Thursday	9-6	9-8	9-6	9-6	9-6	9-8	9-6	9-6
Friday	9-6	9-6	9-6	9-6	9-6	9-6	9-6	9-6
Saturday	8-5	8-5	8-5	8-5	8-5	8-5	8-5	8-5

	<u>Office 9</u>	<u>Office 10</u>	<u>Office 11</u>	<u>Office 14</u>	<u>Office 22</u>	<u>Office 23</u>	<u>Office 24</u>	<u>Office 25</u>
Monday	9-8	9-8	9-6	9-6	9-8	9-8	9-8	9-8
Tuesday	9-6	9-6	9-6	9-6	9-6	9-6	9-6	9-6
Wednesday	9-6	9-8	9-6	9-6	9-6	9-8	9-8	9-8
Thursday	9-8	9-8	9-6	9-8	9-6	9-6	9-6	9-6
Friday	9-6	9-6	9-6	9-6	9-6	9-6	9-6	9-6
Saturday	8-5	8-5	8-5	8-5	8-5	8-5	8-5	8-5

	<u>Office 26</u>	<u>Office 27</u>	<u>Office 28</u>	<u>Office 30</u>	<u>Office 31</u>	<u>Office 32</u>	<u>Office 33</u>	<u>Office 34</u>
Monday	9-6	9-8	9-8	9-8	9-6	9-8	9-8	9-6
Tuesday	9-6	9-6	9-8	9-6	9-6	9-6	9-6	9-6
Wednesday	9-6	9-8	9-8	9-8	9-8	9-8	9-8	9-6
Thursday	9-8	9-6	9-8	9-6	9-6	9-6	9-6	9-8
Friday	9-6	9-6	9-6	9-6	9-6	9-6	9-6	9-6
Saturday	8-5	8-5	8-5	8-5	8-5	8-5	8-5	8-5

	<u>Office 35</u>	<u>Office 36</u>	<u>Office 37</u>	<u>Office 38</u>	<u>Office 39</u>	<u>Office 40</u>	<u>Office 41</u>	<u>Office 42</u>
Monday	9-6	9-7	9-7	9-7	9-7	9-6	9-6	9-6
Tuesday	9-6	9-6	9-6	9-6	9-6	9-6	9-6	9-6
Wednesday	9-8	9-7	9-7	9-6	9-7	9-6	9-6	9-7
Thursday	9-6	9-6	9-6	9-6	9-6	9-7	9-7	9-6
Friday	9-6	9-6	9-6	9-6	9-6	9-6	9-6	9-6
Saturday	8-5	8-5	8-5	8-5	8-5	8-5	8-5	8-5

	<u>Office 43</u>	<u>Office 44</u>	<u>Office 45</u>	<u>Office 46</u>	<u>Office 47</u>	<u>Office 48</u>	<u>Office 49</u>	<u>Office 50</u>
Monday	9-7	9-6	9-6	9-6	9-6	9-6	9-6	9-8
Tuesday	9-6	9-6	9-6	9-6	9-6	9-6	9-6	9-6
Wednesday	9-7	9-8	9-7	9-6	9-7	9-6	9-6	9-8
Thursday	9-6	9-6	9-6	9-6	9-6	9-6	9-7	9-6
Friday	9-6	9-6	9-6	9-6	9-6	9-6	9-6	9-6
Saturday	8-5	8-5	8-5	8-5	8-5	8-5	8-5	8-5

	<u>Office 51</u>	<u>Office 52</u>	<u>Office 53</u>	<u>Office 54</u>	<u>Office 55</u>	<u>Office 56</u>	<u>Office 57</u>	<u>Office 58</u>
Monday	9-6	9-7	9-6	9-6	9-6	9-6	9-6	9-6
Tuesday	9-6	8-6	9-6	9-6	9-6	9-6	9-6	9-6
Wednesday	9-6	8-6	9-6	9-6	9-6	9-6	9-6	9-6
Thursday	9-6	8-6	9-6	9-6	9-6	9-6	9-6	9-6
Friday	9-6	8-6	9-6	9-6	9-6	9-6	9-6	9-6
Saturday	8-5	8-5	8-5	8-5	8-5	8-5	8-5	8-5

	<u>Office 59</u>	<u>Office 60</u>
Monday	9-6	9-7
Tuesday	9-6	8-6
Wednesday	9-6	8-6
Thursday	9-6	8-6
Friday	9-6	8-6
Saturday	8-5	8-5

Exhibit D

Nationwide Vision Safety Frame Selection "On-Guard" Frame Styles

Frame Style	Cost To Member	Special Notes
OG 079	Included in Basic Cost	
OG 685	Included in Basic Cost	
OG 043	Included in Basic Cost	
OG 027	Included in Basic Cost	
OG 026	Included in Basic Cost	
OG 085	\$ 18 Member CoPay	
OG 091	\$ 18 Member CoPay	
OG 092	\$ 18 Member CoPay	
OG 093	\$ 18 Member CoPay	
OG 094	\$ 18 Member CoPay	
OG 095	\$ 18 Member CoPay	
OG 016-C	\$22 Member CoPay	
OG 017	\$22 Member CoPay	
OG 018	\$22 Member CoPay	
OG 019	\$22 Member CoPay	
OG 090	\$22 Member CoPay	
OG 101	\$22 Member CoPay	
OG 065	\$30 Member CoPay	
OG 069	\$30 Member CoPay	
OG 035	\$30 Member CoPay	
OG 054	\$30 Member CoPay	
OG 053	\$30 Member CoPay	
OG 056	\$30 Member CoPay	
OG 066	\$38 Member CoPay	
OG 301	\$42 Member CoPay	
OG 307	\$42 Member CoPay	
OG 304	\$42 Member CoPay	
OG 311	\$45 Member CoPay	
OG 309	\$50 Member CoPay	
OG 060	\$80 Member CoPay	
OG 058	\$80 Member CoPay	Titanium

EXHIBIT E
L CON 13504

ON-GUARD
SAFETY

INDUSTRIAL STRENGTH
FASHION

ON-GUARD SAFETY



T-GUARD™ eyewire (Pat. Pending)



rivetless **PERMAshield™** side shields



attached mesh side shields



integrated side shields



polarized flip-up sunglasses



**exclusive sun-clip™ design –
patented by 'Made In The Shade'**



CR39/UV400 sun-clips



titanium polarized sun-clips



100% nickel free titanium



100% Raw-Titanium™



lifetime corrosion guarantee on Raw-Titanium™



titanium/stainless steel combo



curved temples for wide-fit comfort



nose pads on plastic frames



flexible unifit bridge

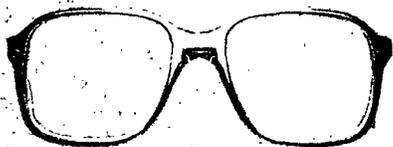
2-344 North Rivermede Road
Concord, Ontario
Canada L4K 3N2
tel. (905) 669-6251
800-268-1265
fax. (905) 669-9927
800-265-8866
www.onguard.ca

All **ON-GUARD** Safety Eyewear
comply with ANSI Z87
and CSA Z94.3 Standards

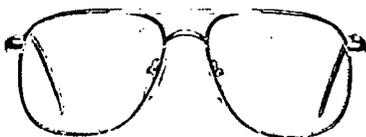


ON-GUARD 010

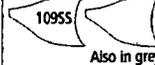
SPRING HINGES

BROWN
GREY54-16-140
56-18-140**ON-GUARD 016**

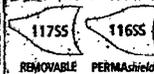
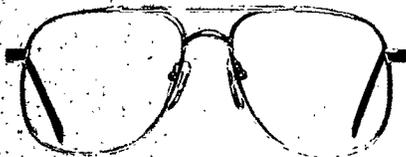
SPRING HINGES

GOLD
GUN
GD/BLK
GD/DA
ABRNZ54-15-140 60-15-145
56-15-140 62-15-150
58-15-140

Also in grey

ON-GUARD 016CSPRING HINGES
CABLE TEMPLESGOLD
GUN
GOLD/DA
GOLD/BLACK56-15-155
58-15-155
60-15-160
62-15-160

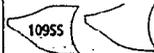
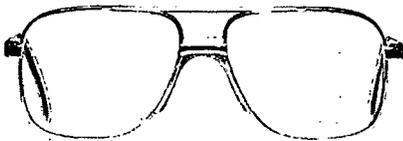
Also in grey

ON-GUARD 016PPERMAshield™
SPRING HINGESGOLD
GUN
GOLD/DA
GOLD/BLACK54-15-140 62-15-150
56-15-140
58-15-140
60-15-145

REMOVABLE PERMAshield™

ON-GUARD 017

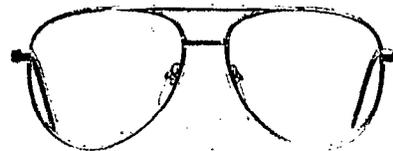
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GOLD
GUNMETAL54-16-140
56-16-140

Also in grey

ON-GUARD 018

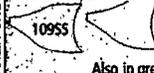
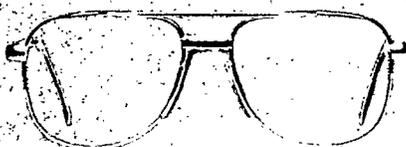
SPRING HINGES

GOLD
GUNMETAL
ANT. BRONZE54-20-140
56-20-140

Also in grey

ON-GUARD 019

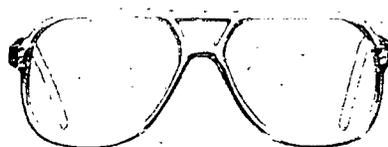
SPRING HINGES

GOLD
GUNMETAL
ANT. GOLD54-16-140
56-16-140

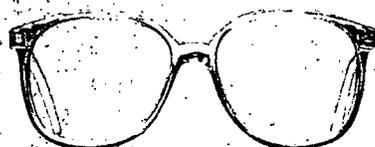
Also in grey

ON-GUARD 020

SPRING HINGES

BROWN
GREY55-16-140
57-16-140**ON-GUARD 026**BROWN
GREY55-15-145
57-15-145**ON-GUARD 027**

SPRING HINGES

PINK
BROWN

55-16-135

ON-GUARD 027S

SPRING HINGES



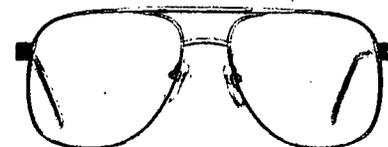
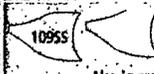
BROWN

55-16-140

INTEGRAL

ON-GUARD 028

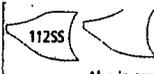
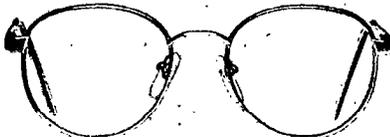
SPRING HINGES

GOLD
GUN56-17-145
58-17-145**ON-GUARD 030**SPRING HINGES
FLEXIBLE UNIFIT BRIDGEGOLD
GUNMETAL55-16-140
57-16-140

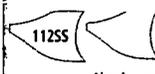
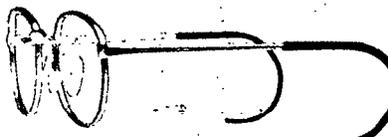
Also in grey

ON-GUARD 031

SPRING HINGES

GOLD
GOLD/DEMI GREY
GOLD/DA
MATTE GUNMETAL
ANT. BRONZE48-21-140
50-21-140
52-21-140

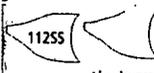
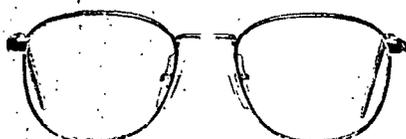
Also in grey

ON-GUARD 031CSPRING HINGES
CABLE TEMPLESGOLD/DA
GOLD/DEMI GREY
MATTE GUNMETAL48-21-155
50-21-155
52-21-155

Also in grey

ON-GUARD 032

SPRING HINGES

GOLD
GOLD/DA
GOLD/DEMI GREY
GOLD/DEMI GREEN
ANT. BRONZE51-20-140
53-20-140

Also in grey

ON-GUARD 034

SPRING HINGES

BROWN
GREY
DEMI AMBER
BLUE/MAUVE50-19-140
52-19-145**ON-GUARD 034S**GREY
BROWN

52-19-140

ON-GUARD 100
100% TITANIUM NICKEL FREE

PERMAshield™
SPRING HINGES
Polarized
Sun-Clip



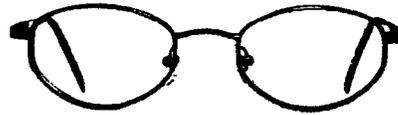
170SS 170PS
TITANIUM
REMOVABLE PERMAshield™

51-19-140
53-19-140



ON-GUARD 101
NEW

PERMAshield™
SPRING HINGES



163SS 163PS
CHOC. CHROME
STEEL BLUE
REMOVABLE PERMAshield™

48-21-135
50-21-135

ON-GUARD 102
NEW

PERMAshield™
SPRING HINGES



165SS 165PS
CHOC. CHROME
ANT. PEWTER
REMOVABLE PERMAshield™

52-17-140
54-17-140

ON-GUARD 103
NEW

PERMAshield™
SPRING HINGES



148SS 148PS
CHOC. CHROME
ANT. PEWTER
REMOVABLE PERMAshield™

55-21-145

ON-GUARD 104
NEW



175SS
LIGHT BROWN
LIGHT GREY
CRYSTAL
REMOVABLE

51-18-140
53-18-140
55-18-145

ON-GUARD 105
NEW



176SS
LIGHT BROWN
LIGHT BLUE
CRYSTAL
REMOVABLE

49-21-135
51-21-135

ON-GUARD 301

SPRING HINGES



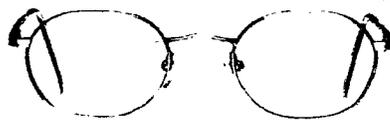
125SS
ANT. GOLD/DA
ANT. PEWTER
REMOVABLE

52-20-140
54-20-140



ON-GUARD 302

SPRING HINGES



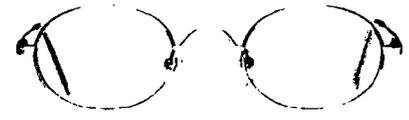
126SS
ANT. GOLD
ANT. PEWTER
REMOVABLE

49-21-140
51-21-140



ON-GUARD 303

SPRING HINGES

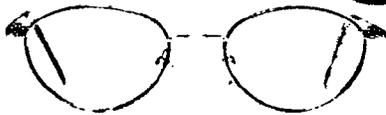


127SS
ANT. GOLD
ANT. PEWTER
REMOVABLE

48-23-140
50-23-140

ON-GUARD 304

SPRING HINGES



128SS
GOLD/BLACK
GOLD/DA
REMOVABLE

49-20-135
51-20-135



ON-GUARD 305

SPRING HINGES



129SS
MATT BLACK
ANT. BRONZE
REMOVABLE

46-21-135
48-21-135

ON-GUARD 306

SPRING HINGES



126SS
ANT. GOLD
MATT BURGUNDY
REMOVABLE

47-19-135
49-19-135

ON-GUARD 307

SPRING HINGES



128SS
ANT. BRONZE
ANT. MAUVE
ANT. GOLD
REMOVABLE

49-19-135

ON-GUARD 308

SPRING HINGES



130SS
BRONZE
ANT. GOLD
ANT. PEWTER
REMOVABLE

46-20-140

ON-GUARD 309

SPRING HINGES



133SS
BLACK CRYSTAL
HAVANA CRYSTAL
DEMI AMBER CRYSTAL
REMOVABLE

51-18-135

ON-GUARD 309NP

SPRING HINGES
NOSE PADS



133SS
BLACK CRYSTAL
HAVANA CRYSTAL
DEMI AMBER CRYSTAL
REMOVABLE

51-18-135

ON-GUARD 310

SPRING HINGES



134SS
BLACK CRYSTAL
HONEY AMBER
WINE CRYSTAL
REMOVABLE

46-19-135

ON-GUARD 310NP

SPRING HINGES
NOSE PADS

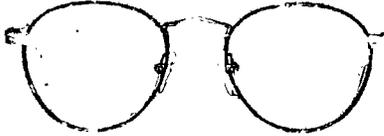


134SS
BLACK CRYSTAL
HONEY AMBER
WINE CRYSTAL
REMOVABLE

46-19-135

ON-GUARD 058SPRING HINGES
TITANIUM

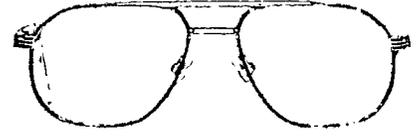
120S

ANT. MAUVE
ANT. BRONZE
ANT. GOLD49-19-135
51-19-140**ON-GUARD 059**SPRING HINGES
TITANIUM

112SS

ANT. GOLD
ANT. PEWTER
ANT. GOLD/DA49-19-140
51-19-140
53-19-145

Also in grey

ON-GUARD 060SPRING HINGES
TITANIUM

112SS

GOLD
GUNMETAL
GOLD/DA54-17-140
56-17-140
58-17-145

Also in grey

ON-GUARD 061

NOT FOR RX USE



BLUE

ONE SIZE

ON-GUARD 065

SPRING HINGES



131SS

ANT. GOLD/DA
ANT. BRONZE
ANT. PEWTER52-17-140
54-17-140**ON-GUARD 066**

SPRING HINGES



132SS

ANT. BRONZE
ANT. KHAKI48-19-135
50-19-135**ON-GUARD 068S**

INTEGRAL

BROWN
GREY

52-18-145

ON-GUARD 069

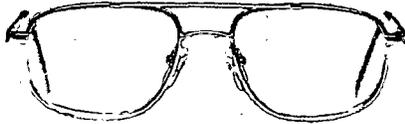
112SS

GOLD
GUNMETAL48-19-140
50-19-140
52-19-140

Also in grey

ON-GUARD 070

131SS

GOLD
GUNMETAL50-16-140
52-16-140
54-16-140**ON-GUARD 071**

131SS

GOLD
GUNMETAL52-18-140
54-18-140
56-18-140**ON-GUARD 072**SPRING HINGES
NOSE PADS

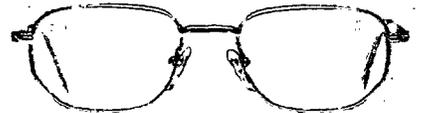
137SS

HONEY AMBER
BLUE CRYSTAL
BLACK RED

49-18-140

ON-GUARD 076PERMAshield™
SPRING HINGES

100% TITANIUM NICKEL FREE



141SS

141PS

ANT. GREEN
ANT. BRONZE
ANT. PEWTER51-19-140
53-19-140

REMOVABLE PERMAshield™

ON-GUARD 077PERMAshield™
SPRING HINGES

100% TITANIUM NICKEL FREE



143SS

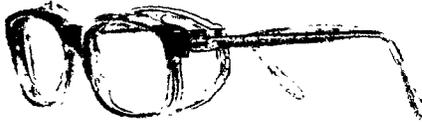
143PS

BLUE CHROME
CHOC. CHROME
PINK CHROME
GREEN CHROME48-20-135
(NEW) 50-20-135

REMOVABLE PERMAshield™

ON-GUARD 078

NEW

ATTACHED WIRE
MESH SIDE SHIELDSBROWN
GREY
CRYSTAL52-18-145
54-18-145**ON-GUARD 079**

156SS

BROWN
GREY
PINK49-22-140
51-22-140**ON-GUARD 079S**

INTEGRAL

BROWN
GREY
PINK

49-22-140

ON-GUARD 080

SPRING HINGES



145SS

DARK GREY 03
BROWN AMBER 0251-18-140
53-18-140
55-18-145**ON-GUARD 081**

SPRING HINGES



146SS

BROWN 01
BROWN AMBER 02
DARK GREY 0353-17-140
55-17-140
57-17-145

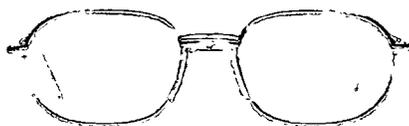
ON-GUARD 082 PERMAshield™
SPRING HINGES

147SS

ROSE 01
BROWN 0251-16-130
53-16-130
55-16-130**ON-GUARD 083** PERMAshield™
SPRING HINGES

100% TITANIUM NICKEL FREE

UNIFIT BRIDGE

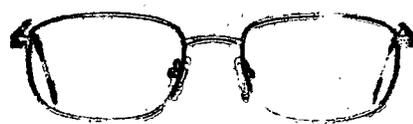
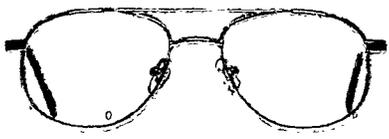
148SS 148PS
REMOVABLE PERMAshield™ANT. BROWN
ANT. PEWTER48-19-140
50-19-140
52-19-145
54-19-145**ON-GUARD 084** PERMAshield™
SPRING HINGES149SS 149PS
REMOVABLE PERMAshield™MATTE RUST
CHOC. CHROME52-17-135
54-17-135**ON-GUARD 085** PERMAshield™
SPRING HINGES150SS 150PS
REMOVABLE PERMAshield™GOLD
GUNMETAL50-19-140
52-19-140
54-19-145**ON-GUARD 086** PERMAshield™
SPRING HINGES151SS 151PS
REMOVABLE PERMAshield™CHOC. CHROME
BLACK CHROME51-19-140
53-19-140
55-19-145**ON-GUARD 087** PERMAshield™
SPRING HINGES152SS 152PS
REMOVABLE PERMAshield™BRONZE
PLUM CHROME50-19-135
52-19-135**ON-GUARD 088** SPRING HINGESATTACHED WIRE
MESH SIDE SHIELDS

ANT. PEWTER

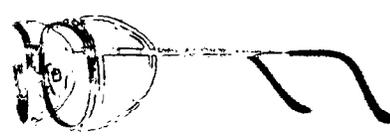
52-20-140
54-20-140**ON-GUARD 089** POLARIZED FLIP-UP
SUNGLASS

112SS

BLACK CHROME

54-17-140
56-17-140
58-17-145**ON-GUARD 090** PERMAshield™
SPRING HINGES161SS 161PS
REMOVABLE PERMAshield™ANT. BRONZE
ANT. PEWTER50-20-140
52-20-140
54-20-145**ON-GUARD 091** PERMAshield™
UNIFIT BRIDGE150SS 150PS
REMOVABLE PERMAshield™GOLD
GUNMETAL50-19-140
52-19-140
54-19-145**ON-GUARD 092** PERMAshield™162SS 162PS
REMOVABLE PERMAshield™GOLD
GUNMETAL48-19-135
51-19-135**ON-GUARD 093** PERMAshield™163SS 163PS
REMOVABLE PERMAshield™GOLD
GUNMETAL48-21-135
50-21-135**ON-GUARD 094** PERMAshield™
SPRING HINGES164SS 164PS
REMOVABLE PERMAshield™GOLD
GUNMETAL48-20-140
50-20-140**ON-GUARD 095** PERMAshield™165SS 165PS
REMOVABLE PERMAshield™GOLD
GUNMETAL52-17-140
54-17-140**ON-GUARD 096** SPRING HINGES

NEW

ATTACHED SIDE
SHIELDS

ANT. PEWTER

52-20-140
54-20-140**ON-GUARD 097** PERMAshield™
SPRING HINGES

100% TITANIUM NICKEL FREE

167SS 167PS
REMOVABLE PERMAshield™

TITANIUM

53-19-140
55-19-140**ON-GUARD 098** PERMAshield™
SPRING HINGES

100% TITANIUM NICKEL FREE

168SS 168PS
REMOVABLE PERMAshield™

TITANIUM

53-19-140
55-19-140**ON-GUARD 099** PERMAshield™
SPRING HINGES

100% TITANIUM NICKEL FREE

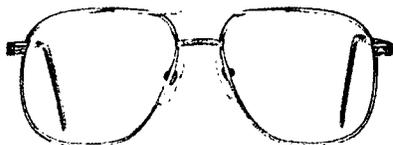
169SS 169PS
REMOVABLE PERMAshield™

TITANIUM

53-19-140
55-19-140

ON-GUARD 035

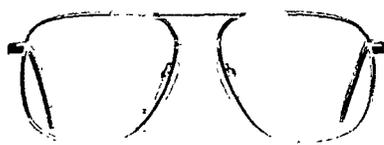
SPRING HINGES



109SS  ANT. GOLD
ANT. PEWTER
Also in grey

54-17-140
56-17-140**ON-GUARD 036**

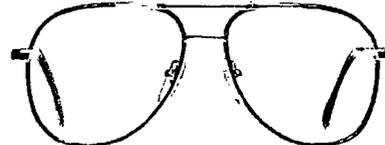
SPRING HINGES



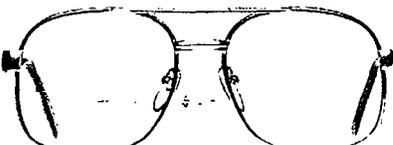
109SS  GOLD
GUNMETAL
GOLD/DA
BLACK
Also in grey

54-16-140
56-16-140
58-16-145**ON-GUARD 037**

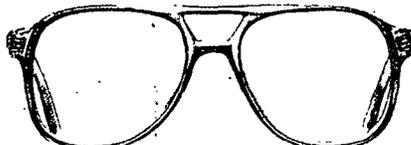
SPRING HINGES



109SS  GOLD
GUNMETAL
GOLD/DA
BLACK
Also in grey

56-16-140
58-16-145**ON-GUARD 042**

114SS  GOLD
GUNMETAL
Also in grey

54-18-140
56-18-140
58-18-140**ON-GUARD 043**

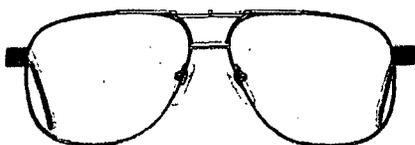
115SS  BROWN
GREY
CRYSTAL

53-18-145
55-18-145
57-18-145**ON-GUARD 043S**

INTEGRAL  GREY
BROWN
CRYSTAL

53-18-145
55-18-145
57-18-145**ON-GUARD 044**

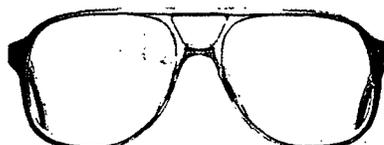
TITANIUM



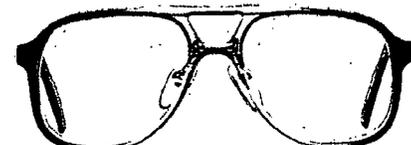
114SS  BROWN
GREY
GOLD
Also in grey

56-14-140
58-14-145
60-14-145**ON-GUARD 045**

SPRING HINGES



113SS  BROWN
GREY

55-16-140
57-16-145
59-16-145
61-16-150**ON-GUARD 045NP**SPRING HINGES
NOSE PADS

113SS  BROWN
GREY

55-16-140
57-16-145
59-16-145
61-16-150**ON-GUARD 046**

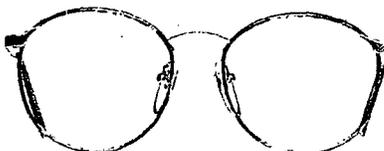
SPRING HINGES



112SS  GOLD/DA
GOLD/BURG.
GOLD/BLACK
Also in grey ANT. MAUVE

51-18-135
53-18-135**ON-GUARD 047**

SPRING HINGES



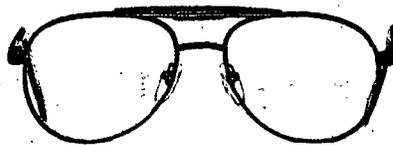
118SS  ANT. GOLD
GOLD/DA
GOLD/BLACK

51-18-140
53-18-145**ON-GUARD 049**

TITANIUM



119SS  BROWN
MATTE BLACK

53-18-140
55-18-145**ON-GUARD 052**SPRING HINGES
ADJUSTABLE TEMPLES

109SS  BLACK
BROWN
Also in grey

57-17-135/150
59-17-135/150**ON-GUARD 053**

SPRING HINGES



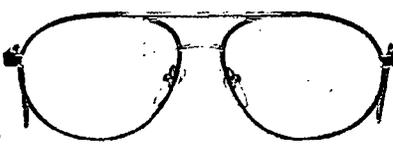
120SS  ANT. GOLD
GOLD/DA
GOLD/BURGUNDY
ANT. BRONZE
ANT. MAUVE

49-19-135
51-19-135
53-19-135**ON-GUARD 054**

SPRING HINGES



112SS  GOLD/DA 19
ANT. GOLD/DA 03
ANT. GOLD/D.BURG 36
Also in grey

48-20-140
50-20-140**ON-GUARD 055**PERMAshield™
SPRING HINGES

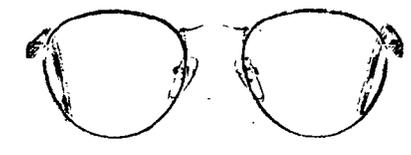
123SS  121PS  BROWN/DA
GUN/DEMI GREY
REMOVABLE PERMAshield™

56-16-140
58-16-140
60-16-145**ON-GUARD 056**PERMAshield™
SPRING HINGES

124SS  122PS  BROWN/DA
GUN/DEMI GREY
REMOVABLE PERMAshield™

56-15-140
58-15-140
60-15-145**ON-GUARD 057**

SPRING HINGES



112SS  GOLD
MATT BLACK
GOLD/DA
GOLD/DEMI GREY
Also in grey

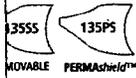
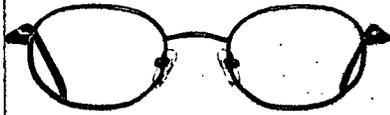
48-19-140
50-19-140
52-19-145

N-GUARD 311PERMAshield™
SPRING HINGES**ON-GUARD 312**

SPRING HINGES

ON-GUARD 313

SPRING HINGES

ANT. GOLD
ANT. BRONZE
ANT. PEWTER46-22-140
48-22-140
50-22-140BLK/TORTOISE 33
TORTOISE 34
Also available with
nose pads: 312NP52-18-140
54-18-140BLK/TORTOISE 33
TORTOISE 34
HONEY AMBER 35

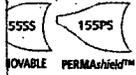
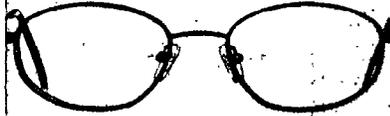
53-20-140

N-GUARD 314PERMAshield™
SPRING HINGES**ON-GUARD 315**

SPRING HINGES

ON-GUARD 316

SPRING HINGES

CHOC. CHROME
STEEL BLUE
WINE CHROME

51-18-135

**T-GUARD**PINK CHROME
SATIN GOLD
STEEL BLUE

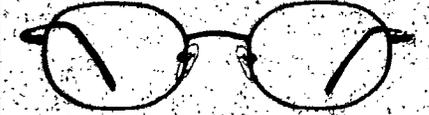
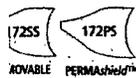
48-20-140

MATT GOLD
ANT. PEWTER48-20-140
50-20-140**N-GUARD 317**

SPRING HINGES

ON-GUARD 318

SPRING HINGES

ON-GUARD 319PERMAshield™
SPRING HINGESMATT BRONZE
BLACK CHROME50-20-140
52-20-140**T-GUARD**STEEL BLUE
ANT. BROWN48-21-135
50-21-135**NEW****T-GUARD**CHOC. CHROME
BLACK CHROME48-22-140
50-22-140**N-GUARD 320****NEW**PERMAshield™
SPRING HINGES**ON-GUARD 321**PERMAshield™
SPRING HINGES**ON-GUARD 322**PERMAshield™
SPRING HINGESCHOC. CHROME
STEEL BLUE
ROSE

51-18-135

**NEW****T-GUARD**CHARCOAL
ANT. BRONZE
SILVER

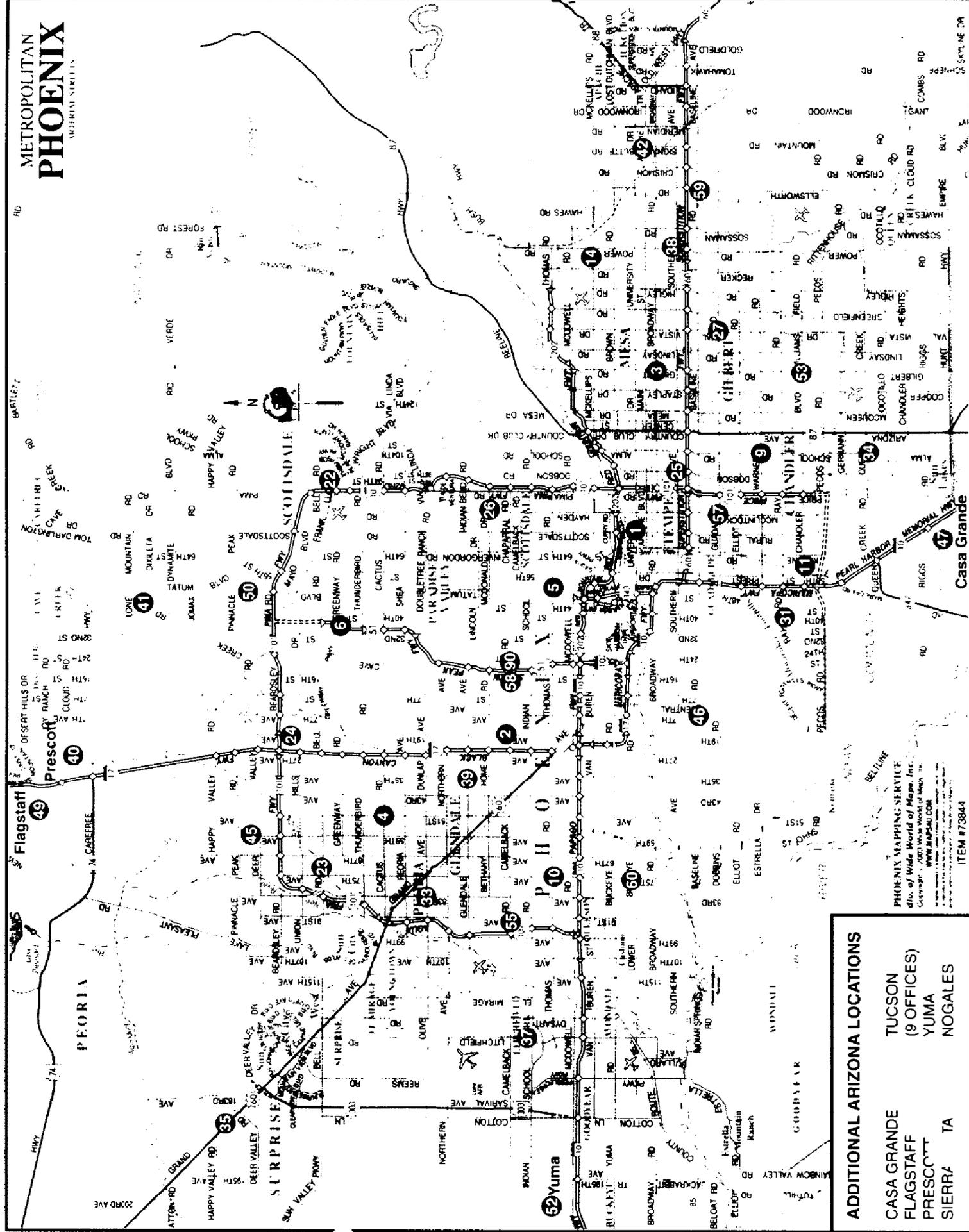
54-18-140

**NEW****T-GUARD**ANT. BRONZE
CHARCOAL51-19-135
53-19-140
55-19-140

Models not shown: 012, 025, 067

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AERIAL STRIP



ADDITIONAL ARIZONA LOCATIONS

CASA GRANDE	TUCSON
FLAGSTAFF	(9 OFFICES)
PRESOTT	YUMA
SIERRA	NOGALES
TA	

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ITEM #73844



Apache Junction

42 10735 E. Apache Trail, Ste. C-107
Apache Junction, AZ 85220
(480) 354-7976

Casa Grande

47 1275 E. Florence, Ste. 3
Casa Grande, AZ 85222
(520) 426-1600

Cave Creek

41 29834 N. Cave Creek, Ste. B-104
Cave Creek, AZ 85331
(480) 515-9321

Chandler

9 2050 N. Alma School Rd., Ste. 32
Chandler, AZ 85224
(480) 786-1075
11 220 N. McKemy
Chandler, AZ 85226
(480) 961-0793
34 3165 S. Alma School Rd., Ste. 18
Chandler, AZ 85248
(480) 917-8964

Flagstaff

49 801 S. Milton
Flagstaff, AZ 86001
(928) 213-1400

Gilbert

27 1672 E. Guadalupe Rd., Ste. 111
Gilbert, AZ 85233
(480) 892-6495
53 115 E. Williams Field Rd., Ste. 102
Gilbert, AZ 85296
(480) 732-7895

Glendale

4 5026 W. Cactus Rd., Ste. 4
Glendale, AZ 85304
(602) 547-9124
45 20329 N. 59th Ave., Ste. A-8
Glendale, AZ 85308
(623) 362-2349
55 9524 W. Camelback Rd., Ste. 150
Glendale, AZ 85305
(623) 872-8822

Goodyear

37 14175 W. Indian School Rd. Bypass
Ste. D-2
Goodyear, AZ 85340
(623) 536-2575

Mesa

3 437 S. Gilbert
Mesa, AZ 85204
(480) 844-7097
14 5846 E. McKellips
Mesa, AZ 85215
(480) 396-3653
25 1350 S. Longmore, Ste. 18
Mesa, AZ 85202
(480) 655-0741
38 1025 S. Power Rd., Ste. 102
Mesa, AZ 85206
(480) 325-6277

Mesa

59 9115 E. Baseline Rd., Ste. C-103
Mesa, AZ 85208
(480) 373-8887

Nogales

56 204 Mariposa Rd., Ste. 24
Nogales, AZ 85621
(520) 287-3233

Peoria

23 7857 W. Bell Rd., Ste. 107
Peoria, AZ 85382
(623) 878-6948
33 9069 W. Olive, Ste. 112
Peoria, AZ 85345
(623) 486-9653

Phoenix

2 5130 N. 19th Ave., Ste. 13
Phoenix, AZ 85015
(602) 242-5293
5 4615 E. Thomas Rd., Ste. 5
Phoenix, AZ 85018
(602) 952-8667
6 3202 E. Greenway, Ste. 1631
Phoenix, AZ 85032
(602) 788-8413
10 2929 N. 75th Ave., Ste. 30
Phoenix, AZ 85033
(623) 849-0428
24 18631 N. 19th Ave., Ste. 130
Phoenix, AZ 85027
(623) 516-4710
31 4302 E. Ray Rd
Phoenix, AZ 85044
(480) 704-0626
39 3415 W. Glendale Ave., Bldg. B
Ste. 11A
Phoenix, AZ 85051
(602) 973-5868
46 610 E. Baseline, Ste. C3B
Phoenix, AZ 85040
(602) 269-9771
50 21001 N. Tatum, Ste. 74-1570
Phoenix, AZ 85050
(480) 538-9811
58 1650 E. Camelback Rd., Ste. 160
Phoenix, AZ 85016
(602) 277-3348
60 7625 W. Lower Buckeye Rd
Ste. 2
Phoenix, AZ 85043
(623) 478-9959

Prescott

40 1781 E. Highway 69, Ste. 55
Prescott, AZ 86301
(928) 776-3096

Scottsdale

22 15560 N. Frank Lloyd Wright Blvd
Ste. B-2
Scottsdale, AZ 85260
(480) 661-8733
26 7904 E. Chapparal Rd., Ste. A-108
Scottsdale, AZ 85250
(480) 874-2543

Sierra Vista

51 2270 E. Fry Blvd
Sierra Vista, AZ 85635
(520) 459-7466

Surprise

35 14545 W. Grand Avenue, Ste. 105
Surprise, AZ 85375
(623) 214-3848

Tempe

1 933 E. University, Ste. 106
Tempe, AZ 85281
(480) 966-4992
57 1825 E. Guadalupe Rd., Ste. 107
Tempe, AZ 85283
(480) 730-1884

Tucson

7 4663 E. Speedway Blvd.
Tucson, AZ 85712
(520) 322-0873
8 3806 N. Oracle Rd
Tucson, AZ 85705
(520) 877-4435
28 3880 W. Ina Rd., Ste. 128
Tucson, AZ 85741
(520) 579-9641
30 8812 E. Broadway
Tucson, AZ 85710
(520) 296-8200
32 3788 S. 16th Ave.
Tucson, AZ 85713
(520) 388-9741
36 7046 E. Golf Links
Tucson, AZ 85730
(520) 790-0080
43 7860 N. Oracle Rd
Tucson, AZ 85704
(520) 797-2700
44 1685 W. Valencia, Ste. 141
Tucson, AZ 85746
(520) 807-5721
48 1370 N. Silverbell Rd., Ste. 140
Tucson, AZ 85714
(520) 882-7700
54 7425 E. Tanque Verde Rd., Ste. 150
Tucson, AZ 85715
(520) 721-4751

Yuma

52 270 W. 32nd St
Yuma, AZ 85364
(928) 726-7757

Laser & Eye Centers

90 **Phoenix Eye Laser Center**
2222 E. Camelback Rd., Ste. 250
Phoenix, AZ 85016
(602) 265-2745
91 **Tucson Eye Laser Center**
7860 N. Oracle Rd.
Tucson, AZ 85704
(520) 877-7858

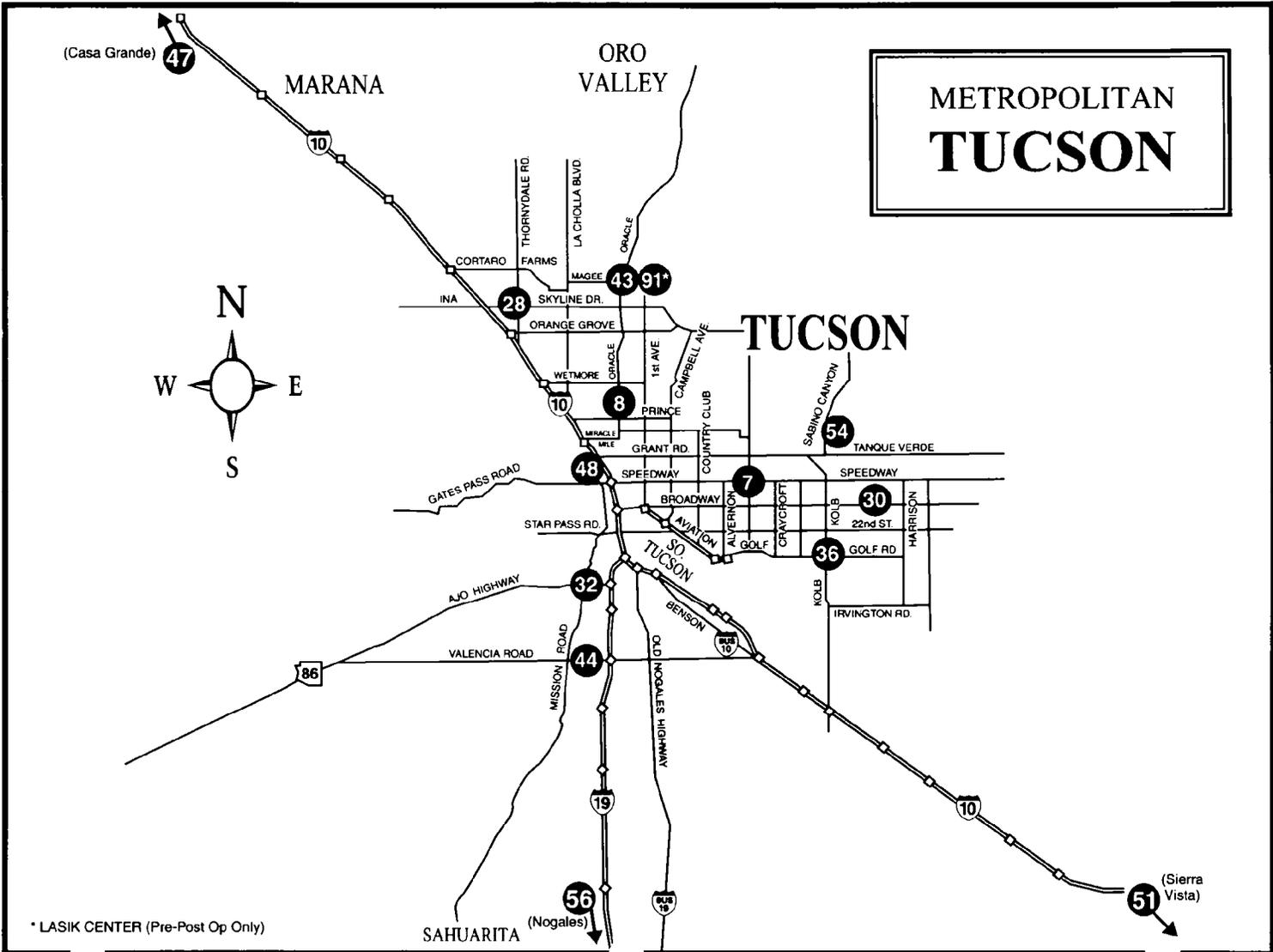
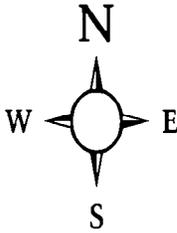
General Office Hours: Monday-Friday 9am-6pm* • Saturday 8am-5pm
**Extended evening hours available until 8:00p.m. Please contact individual offices for information.*
Visit Our Website: www.nationwidevision.com



TUCSON

- | | | | | | |
|----|--|----|--|----|--|
| 7 | 4663 E. Speedway Boulevard
Tucson, AZ 85712
(520) 322-0873
(520) 322-0686 (fax) | 32 | Santa Cruz Plaza
3788 South 16th Avenue
Tucson, AZ 85713
(520) 388-9741
(520) 388-9750 (fax) | 48 | 1370 N. Silverbell Road
Tucson, AZ 85714
(520) 882-7700, 5647, 5754
(520) 882-5793 (fax)
(520) 8825818 (modem) |
| 8 | 3806 North Oracle
Tucson, AZ 85705
(520) 887-4435
(520) 887-2315 | 36 | 7046 East Golf Links
Tucson, AZ 85730
(520) 790-0080
(520) 790-1191 (fax) | 51 | 2270 E. Fry Road
Sierra Vista, AZ 85635
(520) 459-7466, 458-0257, 0401
(520) 458-0533 (fax) |
| 28 | 3880 West Ina Road, Suite 128
Tucson, AZ 85741-2240
(520) 579-9641
(520) 579-9644 (fax) | 43 | Eyes Plus / Nationwide
7860 North Oracle Road
Tucson, AZ 85704
(520) 797-2700
(520) 797-4545 | 54 | 7245 E. Tanque Verde Road
Tucson, AZ 85715
(520) 721-4751
(520) 721-4776 (fax) |
| 30 | 8812 East Broadway
Tucson, AZ 85710
(520) 296-8200
(520) 296-8282 (fax) | 44 | 1685 West Valencia, Suite 141
Tucson, AZ 85746
(520) 807-5721
(520) 807-5723 (fax) | 56 | Maricopa Mall
204 Mariposa Road, Suite 24
Nogales, AZ 85621
(520) 287-3233
(520) 287-2016 (fax) |
| | | 47 | 1275 East Florence, Suite 3
Casa Grande, AZ 85222
(520) 426-1600
(520) 426-1608 (fax) | 91 | Tucson Lasik Center
7860 N. Oracle Rd.
Tucson, AZ 85704
(520) 877-7858
(520) 877-7864 (fax) |

METROPOLITAN TUCSON



PROVIDER DIRECTORY NOTICE

The Providers listed in this brochure represent all Participating Providers in SightCare's Arizona Directory at the time of printing.

PRIOR TO SCHEDULING AN APPOINTMENT, MEMBERS SHOULD ALWAYS CONFIRM THAT THE PROVIDER IS STILL AN ACTIVE SIGHTCARE™ PROVIDER.

SightCare™ is actively adding Providers to their network. As a result, the directory may not reflect the most current Participating Providers due to additions, changes or deletions. You may call a SightCare™ provider service representative to confirm a Participating Provider status at (480) 961-1702.

HOW DO I ACCESS MY BENEFITS?

You may elect services from any participating provider. Simply call the provider of your choice. Be sure when scheduling your appointment to identify yourself as a SightCare™ covered member. To assist the Provider, please have the following information available when calling to schedule an appointment:

- Name of the Insured
- Insured's Identification Number
- If a Dependent, Relationship to the Insured
- Name of the Insured's Employer

When arriving for your appointment, be sure to inform the office staff that you are a SightCare™ member and present your SightCare™ Identification Card.

THE NEED TO RESCHEDULE AN APPOINTMENT

As a courtesy to the SightCare™ Providers, in the event that you need to cancel or reschedule your appointment, please provide 24 hours notice to provide the office staff the opportunity to reschedule your appointment time.

WHY UTILIZE A PARTICIPATING PROVIDER ?

Selecting a participating SightCare™ Provider assures direct payment to the doctor for covered services, as well as guarantee of quality and cost control. You will only be responsible for non-covered items or items that exceed your benefit allowance at the time of service.

WHAT IF I ELECT TO USE A NON-PARTICIPATING SIGHTCARE™ PROVIDER?

Members are required to pay the provider their full fee for the services and/or materials received. You may then submit an itemized receipt for reimbursement. Reimbursement will be based upon the Out-of-Network schedule. Please be aware that there is no assurance that the Out-of-Network schedule will be sufficient to pay for the examination, lenses, or frame.

Members must submit their Out-of-Network claim within six (6) months of the date of service to be eligible for reimbursement.

WHAT ARE MY VISION CARE BENEFITS?

Insured members receive a brochure outlining their vision care benefits. The brochure indicates the following important information that should be reviewed before scheduling an appointment.

- Benefit Frequency
- Plan CoPayments
- Overview of Covered Benefits
- Benefit Difference between Networks

Should you have any questions pertaining to your vision care plan, call your employee benefits department or call a service representative at SightCare™ who would be happy to review your benefits and answer any questions.

HOW CAN I REACH SIGHTCARE™?

BUSINESS HOURS ARE:

MONDAY THROUGH FRIDAY
FROM
8:00 A.M. TO 6:00 P.M.

(480) 961-1702 PHONE
(480) 893-8172 FAX

WEB SITE:

www.sightcareaz.com

SightCare™
ARIZONA'S PREMIER VISION PLAN

**TRIPLE OPTION
NETWORK**

**PROVIDER
DIRECTORY
FOR
ARIZONA**

SIGHTCARE™, INC. CORPORATE OFFICE
220 NORTH MCKEMY
CHANDLER, ARIZONA 85226
(480) 961-1702

SIGHTCARE™ PROVIDER DIRECTORY

AJID
Daniel Bray, O.D. 24 Plaza. (520) 387-7833

ANTHEM
Lawrence Stern, O.D. 3655 W. Anihem Way. (623) 979-3937

APACHE JUNCTION
Nationwide™ Vision 10735 E. Apache Trail, Ste. C-107, (480) 354-7976
Southwestern Eye Center 110 S. Idaho Road, (480) 982-0241

AVONDALE
Lilin Vogl, O.D. 10675 W. Indian School, Ste. 102, (623) 695-2784

BULLHEAD CITY
Lawrence Pearl, O.D. 2350 Miracle Mile, Ste. 34, (520) 758-3555

CASA GRANDE
Nationwide™ Vision 1275 E. Florence, Ste. 3, (520) 426-1600
Southwestern Eye Center 1919 N. Trekkell Road, (520) 426-9224

CAVE CREEK
Nationwide™ Vision 24834 N. Cave Creek, Ste. B104, (480) 515-9321

CHANDLER
Nationwide™ Vision 2050 N. Alma School, Ste. 32, (480) 786-1075
Nationwide™ Vision 220 N. McKerny, (480) 961-0793
Nationwide™ Vision 3165 S. Alma School, Ste. 16, (480) 917-9964
Kirk Reed, O.D. 590 N. Alma School, Ste. 23-A, (480) 821-2020
Paul Thomfeldt, M.D. 2055 N. Alma School, (480) 899-0188

COOLIDGE
Southwestern Eye Center 371 W. Central, (520) 723-4793

COTTONWOOD
Farshid Paydar, M.D. 299 S. Willard, (928) 649-2600

DOUGLAS
Charles Roberts, O.D. 549 10th Street, (520) 364-3892

FLAGSTAFF
Flagstaff Vision 1135 S. Plaza Way, (928) 779-5800
Nationwide™ Vision 801 South Milton, (928) 213-1400

FOUNTAIN HILLS
Vasvi Babu, O.D. 16605 E. Palisades Blvd., Ste. 114, (480) 816-0102

GILBERT
Nationwide™ Vision 1672 E. Guadalupe Road, Ste. 111, (480) 892-6495
Nationwide™ Vision 115 E. Williams Field Road, Ste. 102, (480) 732-7866
Kianouah Kian, M.D. 3303 E. Baseline Road, Ste. 104, (480) 632-2020

GLENDALE
Jon Astle, M.D. 5620 W. Thunderbird, Ste. H-3, (602) 547-2002
Thelma Barnes, O.D. 8120 W. Bell Road, Ste. 130, (602) 843-2900
Barbara Bogner, O.D. 8120 W. Bell Road, Ste. 130, (602) 843-2900
Robert Clanton, O.D. 6666 W. Peoria Avenue, Ste. 109, (623) 979-8876
John Crowell, M.D. 5620 W. Thunderbird, Ste. H-3, (602) 547-2002
C.R. Holland, M.D. 5620 W. Thunderbird, Ste. H-3, (602) 547-2002
Mark Jaffe, O.D. 6666 W. Peoria Avenue, Ste. 109, (623) 979-8876
David Kaplan, O.D. 8120 W. Bell Road, Ste. 130, (602) 843-2900
Richard Koolman, M.D. 6525 W. Sack Drive, Ste. 306, (623) 561-1995
Thomas McPhee, M.D. 5620 W. Thunderbird, Ste. H-3, (602) 547-2002
Duane Mitzel, M.D. 5620 W. Thunderbird, Ste. H-3, (602) 547-2003
Nationwide™ Vision 5026 W. Cactus Road, Ste. A, (602) 547-9124
Nationwide™ Vision 20329 N. 59th Avenue, Ste. A-8, (623) 362-2349
Nationwide™ Vision 9524 W. Camelback Road, (623) 872-8822
John Schrolucke, O.D. 5140 W. Peoria, Ste. 16, (623) 487-1100
Craig Suter, M.D. 5820 W. Thunderbird, Ste. H-3, (480) 994-5012

GLOBE
Gary Gustason, M.D. 5860 S. Hospital Drive, Ste. 101, (928) 425-5203

GOODYEAR
Nationwide™ Vision 14175 W. Indian School Rd Bypass D2, (623) 536-2575

GREEN VALLEY
Southwestern Eye Center 101 S. La Canada, Ste. 18, (520) 625-5873

HOLBROOK
V Craig Stuart, O.D. 421 E. Iowa, (928) 524-6171

KINGMAN
James Richardson, O.D. 2403 Stockton Hill Road, Ste. 1, (928) 753-2900
Michael Stegner, M.D. 2403 Stockton Hill Road, Ste. 1, (928) 753-2900
Lawrence Pearl, O.D. 2215 Hualapi Mountain Road, (928) 718-1005

LAKEHAVASU
Lawrence Pearl, O.D. 14 Scott Drive, (928) 854-3555
Southwestern Eye Center 2005 Injo, Ste. 102, (928) 505-3696

MESA
Judy Breshears, O.D. 555 N. Gilbert Road, (480) 827-9184
Michael Clark, O.D. 777 W. Southern, Ste. 515, (480) 461-3937
Mark Krasemann, O.D. 8003 E. Apache Trail, (480) 966-1901
Nationwide™ Vision 437 S. Gilbert Road, (480) 844-7097
Nationwide™ Vision 5845 East McKellips, (480) 396-3653
Nationwide™ Vision 1350 S. Longmore, Ste. 18, (480) 655-0741
Nationwide™ Vision 1025 S. Power Road, Ste. 102, (480) 325-6277
Nationwide™ Vision 9115 E. Baseline Road, Ste. C-103, (480) 373-8887
Jill Ingram Rago, O.D. 555 N. Gilbert Road, (480) 827-9184
Jeffrey Rakowsky, O.D. 4419 E. Main, Ste. 109, (480) 830-1292
Sue Reckell, O.D. 555 N. Gilbert Road, (480) 827-9184
Southwestern Eye Center 4760 Falcon Drive, (480) 965-7400
Southwestern Eye Center 1055 S. Stapley Drive, (480) 833-9100
Paul Woolf, O.D. 505 S. Val Vista, #8, (480) 830-1212

NOGALES
Paula Cramer-Peterson, O.D. 1815 N. Mastick Way, (520) 281-0160
Bernie Trejo, O.D. 1815 N. Mastick Way, (520) 281-0160
Nationwide™ Vision 204 Mariposa Road, Ste. 24, (520) 287-3233
Southwestern Eye Center 1815 N. Mastick Way, (520) 761-3533

PARKER
James Thurbar, O.D. 1317 Joshua Avenue, Ste. H, (928) 669-6971

PAVISON
Risser-Thomas Eye 302 W. Main Street, (928) 474-4126

PEORIA
Nationwide™ Vision 7857 W. Bell, Ste. 107, (623) 878-6948
Nationwide™ Vision 9069 W. Olive, Ste. 112, (623) 486-9663

PHOENIX
Jon Astle, M.D. 300 E. Osborn Road, Ste. 100, (602) 254-7255
Dana Bates, O.D. 300 E. Osborn Road, Ste. 100, (602) 200-0770
Buena Vista Optical 300 E. Osborn Road, Ste. 100, (602) 285-8215
John Crowell, M.D. 300 E. Osborn Road, Ste. 100, (602) 254-7255
Bryan Fuller, O.D. 4665 E. Cactus, (602) 953-3850
Warren Heller, O.D. 515 W. Buckeye Road, Ste. 104, (602) 257-8280
C.R. Holland, M.D. 300 E. Osborn Road, Ste. 100, (602) 254-7255
Nationwide™ Vision 5130 N. 19th Avenue, Ste. 13, (602) 242-5293
Nationwide™ Vision 4615 E. Thomas Road, Ste. 5, (602) 952-8667
Nationwide™ Vision 3202 E. Greenway, Ste. 1607, (602) 789-8413
Nationwide™ Vision 2929 N. 75th Avenue, Ste. 30, (623) 849-0428
Nationwide™ Vision 18631 N. 19th Avenue, Ste. 130, (623) 516-4710
Nationwide™ Vision E Ray Road, (480) 704-0626
Nationwide™ Vision 3415 W. Glendale Avenue, Ste. 11A, (602) 973-5868

PHOENIX
Nationwide™ Vision 610 E. Baseline, Ste. C38, (602) 289-9771
Nationwide™ Vision 21001 North Tatum Boulevard, (480) 538-8811
Nationwide™ Vision 1650 E. Camelback Road, (602) 277-3348
Thomas McPhee, M.D. 300 E. Osborn Road, (602) 254-7255
Duane Mitzel, M.D. 300 E. Osborn Road, (602) 254-7255
Bruce Newman, O.D. 702 E. Bell Rd., #115, (602) 788-8080
Trisha Rogers, O.D. 2425 E. Camelback, (602) 224-5772
Trisha Rogers, O.D. 112 W. McDowell Road, (602) 254-3189
Peter Ryan, O.D. 2425 E. Camelback, (602) 224-5772
Peter Ryan, O.D. 112 W. McDowell Road, (602) 254-3189
Gary Shapiro, O.D. 2425 E. Camelback, (602) 224-5772
Gary Shapiro, O.D. 112 W. McDowell Road, (602) 254-3189
Southwestern Eye Center 5251 W. Campbell, (623) 846-7603
Lawrence Stern, O.D. 1810 W. Northern, (602) 786-3937
Craig Suter, M.D. 300 E. Osborn Road, (602) 254-7255

PINETOP
R. Alan Lee, O.D. 43 W. White Mountain Blvd., (928) 367-3967

PRESCOTT
Jennifer Sarmiento, O.D. 122 N. Cortez Street, Ste. 101, (928) 778-3149
Nationwide™ Vision 1781 E. Highway 69, Ste. 55, (928) 775-3096
Southwestern Eye Center 1600 Willow Creek Road, (928) 778-7477

QUEEN CREEK
Kirk Reed, O.D. 20715 E. Coccolillo Road, Suite 101, (480) 967-3400
Darran Elis, O.D. 20715 E. Coccolillo Road, Suite 101, (480) 967-3400

SAFFORD
Southwestern Eye Center 2242 W. 16th Street, (928) 428-0068

SCOTTSDALE
Associated Optical 7245 Osborn Road, Ste. 3, (480) 994-5016
Jon Astle, M.D. 7245 E. Osborn Road, Ste. 4, (480) 994-5012
Stuart Bark, O.D. 9377 E. Bell Road, Ste. 255, (480) 419-3900
Dana Bates, O.D. 9755 N. 90th Street, Ste. 295, (480) 381-0002
John Crowell, M.D. 7245 E. Osborn Road, Ste. 4, (480) 994-5012
Gary Greene, O.D. 9393 N. 90th Street, (480) 880-1330
C.R. Holland, M.D. 7245 E. Osborn Road, Ste. 4, (480) 994-5012
Jill Ingram Rago, O.D. 8752 E. Shea, Ste. C-9, (480) 991-9432
Susan Kaplan, O.D. 9377 E. Bell Road, Ste. 255, (480) 419-3900
Maury Kessler, O.D. 4441 N. 75th Street, (480) 947-4349
Nationwide™ Vision 15560 N. Frank Lloyd Wright Blvd, #2, (480) 661-8733
Nationwide™ Vision 7904 E. Chasparal Road, Ste. A-106, (480) 874-2543
Thomas McPhee, M.D. 7245 E. Osborn Road, Ste. 4, (480) 994-5012
Duane Mitzel, M.D. 7245 E. Osborn Road, Ste. 4, (480) 994-5012
Susan Reckell, O.D. 8752 E. Shea, Ste. C-9, (480) 991-6432
Peter Ryan, O.D. 6137 N. Scottsdale Road, (480) 998-1606
Gary Shapiro, O.D. 6137 N. Scottsdale Road, (480) 998-1606
Southwestern Eye Center 10617 N. Hayden Rd., (480) 348-2442
Craig Suter, M.D. 7245 E. Osborn Road, Ste. 4, (480) 994-5012
Gerald Walman, M.D. 3501 N. Scottsdale Road, Ste. 140, (602) 272-1999

SEDONA
Farshid Paydar, M.D. 2530 W. Hwy. 89A, Ste. B, (928) 203-9600

SHOW LOW
George Blair, O.D. 140 Deuce of Clubs, Ste. B, (928) 637-2414

SIERRA VISTA
Lincoln Daynes, O.D. 400 W. Fry Blvd., Ste. E, (480) 459-1650
Paul Holland, O.D. 1502 E. Fry Boulevard, (620) 459-6860

SIERRA VISTA
Steven Phillips, O.D. 4116 Avelde Cochise, (520) 458-8131
Charles Roberts, O.D. 1181 E. Fry Blvd., (520) 456-3241
Nationwide™ Vision 2270 East Fry Boulevard, (520) 459-7466
Southwestern Eye Center 1502 E. Fry Blvd., Ste. A, (520) 459-6860

SUN CITY
Emilio M. Justo, O.D. 10701 W. Bell, (623) 876-2020
Nadia Slysh, O.D. 10701 W. Bell, (623) 876-2020
Southwestern Eye Center 10615 W. Thunderbird, (623) 977-9600
Gerald Walman, M.D. 10615 W. Thunderbird, D-200, (602) 272-1999

SUNLAKE
Kianouah Kian, M.D. 10440 E. Riggs Road, Ste. 180, (480) 632-2020

SURPRISE
EyesWest Optical 12801 W. Bell Road, (623) 583-0377
Nationwide™ Vision 14545 W. Grand Ave. Ste. 105, (623) 214-3848
Sarah Palokwaty, O.D. 12801 W. Bell Road, (623) 583-0377

TEMPE
Thomas Babu, O.D. 1840 E. Warner Rd., #119, (480) 820-9880
Vasvi Babu, O.D. 1840 E. Warner Rd., #119, (480) 820-9880
Nationwide™ Vision 933 E. University, Ste. 106, (480) 956-4992
Nationwide™ Vision 1825 E. Guadalupe Road, Ste. F107, (480) 730-1884
Southwestern Eye Center 2311 S. Rural Rd., (480) 617-0047
Thomas/Vasvi Babu, O.D. 307 E. Southern Ave., (480) 967-4801

TUCSON
Ahvemon Optical 440 N. Ahvemon Way, (520) 327-6211
Ahvemon Optical 6987 N. Oracle, (520) 297-2501
Ahvemon Optical 7123 E. Tanque Verde Rd., (520) 269-4157
Ahvemon Optical 3003 N. Ahvemon Way, (520) 329-7814
Family Vision Care 7074 E. Speedway Blvd., (520) 683-5393
S.F. Grimm, M.D. 1502 N. Tucson Blvd., (520) 326-4321
Nationwide™ Vision 4663 E. Speedway Blvd, (520) 322-0873
Nationwide™ Vision 3806 N. Oracle Rd., (520) 877-4435
Nationwide™ Vision 3890 W. Ina Road, Ste. 128, (520) 579-9541
Nationwide™ Vision 8792 E. Broadway, (520) 296-8200
Nationwide™ Vision 3788 S. 16th Ave., (520) 388-9741
Nationwide™ Vision 7046 E. Golf Links, (520) 790-0680
Nationwide™ Vision 7850 N. Oracle Rd., (520) 797-2700
Nationwide™ Vision 1685 W. Valencia, Ste. 4, (520) 807-5721
Nationwide™ Vision 1370 N. Silverbell Rd., Ste. 140, (520) 882-7700
Nationwide™ Vision 7245 E. Tanque Verde Road, Ste. 150, (520) 721-4751

WICKENBURG
John Schrolucke, O.D. 25 W. Yavapai St, (520) 684-2880
Gerald Walman, M.D. 636 W. Wickenburg, (602) 272-1999

WILCOX
Jimmy Routt, O.D. 780 Rex Allen Drive, (520) 384-2427

WINSLOW
V. Craig Stuart, O.D. 122 W. 3rd Street, (520) 289-3388
Lawrence Pearl, O.D. 285 S. Main Street, (928) 819-0064

YUMA
Raymond Corona, O.D. 2180 W. 24th Street, (928) 726-1101
Scott Lindley, O.D. 2181 W. 24th Street, (928) 726-1102
Nationwide™ Vision 270 West 32nd Street, (928) 726-7757
Southwestern Eye Center 2149 W. 24th Street, (928) 726-4120

**Nationwide Vision Provider Network
**SightCare Private Doctor Network

WHEN WILL MY BENEFITS BEGIN?

You will be eligible on your plan's effective date or upon your enrollment eligibility date.

WHAT TYPE OF FRAMES ARE COVERED?

Your retail frame allowance through Nationwide Vision is \$120. The inside chart indicates the number of covered frames available when members elect to use a Nationwide Vision office. For the Preferred Provider Network or the Out-of-Network benefits a retail dollar allowance is provided that the member may use toward their frame purchase.

IF I CHOOSE CONTACTS, CAN I GET GLASSES?

No, you can choose the benefit allowance for either contact lenses **OR** eyeglasses as stated in your benefit description.

WHAT DOES THE CONTACT ALLOWANCE COVER?

The allowance indicated for contact lenses is the dollar amount the member may use to purchase contact lens product through a Nationwide Vision office. If a Preferred Provider Doctor is used it is an allowance towards the fitting fee and contacts lens purchase and if an Out-of-Network provider is used it is an allowance towards the exam, fitting and contact lens purchase.

WHAT ARE MEDICALLY NECESSARY CONTACT LENSES?

Medically Necessary contact lenses are typically covered for members with the following conditions:

- following cataract surgery,
- to correct extreme visual acuity problems that cannot be corrected with spectacle lenses. (If you cannot be corrected to better than 20/70 with spectacle lenses)
- certain conditions of anisometropia,
- keratoconus.

WHAT IF I RECEIVE SERVICES FROM AN OUT-OF-NETWORK PROVIDER?

The member must pay the Out-of-Network Provider their usual and customary fees for their services then submit itemized receipts to SightCare along with your name, address, and Social Security number.

You will be reimbursed according to the plan's Out-of-Network Reimbursement Schedule, provided you submit your claim within 6 months of the date you receive services. There is no assurance that the reimbursement schedule will be sufficient to pay for the examination, lenses, or frames.

Services provided through an Out-of-Network Provider are subject to the eligibility, availability, copayments, and limitation provisions of the plan as described in the Group Services Agreement and are "In Lieu" of services provided by a Nationwide Vision or the Preferred Provider Network.

SPECIAL LASIK DISCOUNT

SightCare members are entitled to receive a LASIK allowance of \$150, if the member elects not to use their eye examination, eyeglass, or contact lens benefit. The LASIK Procedure must be done through Nationwide™ Vision Laser & Eye Center located at 2222 East Camelback Road. The price of the procedure is based upon the prescription. The LASIK Fee includes the pre and postoperative care of the patient. In addition, should an enhancement be required during the first year, patients would receive it at no additional charge. Nationwide™ Vision offers a free no obligation consultation for members interested in learning more about the LASIK procedure. Call Nationwide™ Vision Laser & Eye Center at (602) 26-LASIK.

WHO DO I CALL WITH QUESTIONS?

You may call our Customer Service Department at (480) 961-1702.

Monday - Friday 8:00 am to 5:00 pm

All Nationwide Vision locations are on-line with SightCare's eligibility and verification system. Therefore, verification can be done in the evenings and on the weekends so the member is not inconvenienced. Preferred Providers are not on-line and must call on a weekday to obtain verification and authorization.

RIGHT TO APPEAL

In the event we do not authorize or pay a claim we must notify you of your right to appeal that decision. You may call our customer service number at (480) 961-1702 to have a Health Care Appeals Packet sent to you.

ITEMS NOT COVERED

All options not specifically named in the plan can be purchased at the specified discount or co-payment of the plan. There is no benefit for professional services or materials connected with:

1. Orthoptics or vision training, subnormal vision aids, aniseikonic lenses, plano (nonprescription) lenses, or glasses secured when there is no prescription change.
2. Lenses and frames furnished under this plan which are lost or broken will not be replaced except at the normal intervals when services are otherwise available.
3. Medical or surgical treatment of the eyes.
4. Services or materials provided as a result of any Workmen's compensation law or similar legislation, or obtained through or required by government agency or program whether, federal, state or any subdivision thereof.

5. Any eye examination required by an employer as a condition of employment, unless it is obtained at the normal interval for such services.

SCCC-001

SightCare™

Vision Plan

Benefit Schedule

SAMPLE

Certificate of Coverage

**Triple Option Network
Standard Plan - 120
\$10 - Exam CoPay
\$10 - Materials CoPay
Frequency A**

SIGHTCARE™, INC. CORPORATE OFFICE
220 NORTH MCKEMY
CHANDLER, ARIZONA 85226
(480) 961-1702

INTRODUCING SIGHTCARE, INC.

SightCare, Inc. is a licensed non-profit optometric service corporation in the State of Arizona, whose mission is to provide and administer consistently high quality optometric service plans that are accessible, accountable, and cost effective.

SightCare's Exclusive Provider Network (EPN) of Nationwide Vision offices and Preferred Provider Network (PPN) are staffed with licensed Doctors of Optometry and Ophthalmology, along with professionally trained staff to give you quality care and products.

WHAT ARE MY BENEFITS?

The following services are available to members who choose to receive services through SightCare's Exclusive Provider Network Nationwide Vision, after the copayment, (if applicable) is met:

Eye Examination	\$ 10 Copayment
Material Copayment	\$ 10 Copayment
Frame Allowance	Up to \$120
Standard Lenses	
Single Vision	100% Covered
Bifocal FT-28	100% Covered
Trifocal 7x28	100% Covered
Progressive (standard)	\$ 30 CoPayment
Options	
Lens Options	20% Discount
OR	
Contact Lenses	
Elective/Cosmetic*	\$ 120 Allowance
Medically Necessary	\$ 250 Allowance

* (Contact lenses are in place of spectacle lenses and frame.)
A summary of benefits is on the right hand side.

HOW OFTEN ARE SERVICES AVAILABLE?

Eye Examination	12 Months*
Lenses (pair)	12 Months*
Frame	12 Months*
Contact Lens Benefit	12 Months*

* From the Group's Effective Date.

IS THERE A CO-PAYMENT ON MY PLAN?

Yes, \$ 10 CoPay applies toward the exam.
\$ 10 CoPay applies toward the materials.

You pay required copayments directly to Nationwide Vision or the Preferred Provider locations. **The copayments and benefits between networks are different and are based upon the specific provider network the member elects to use for services.**

HOW DO I USE THE PLAN?

There are no forms or authorization codes you need to obtain. Simply call any Nationwide Vision or Preferred Provider Doctor location to schedule an appointment and inform the office you are a SightCare member. The office will verify eligibility prior to your appointment. When you arrive for your appointment, present your SightCare identification card. It's that easy!

WHERE ARE SERVICES OBTAINED?

SightCare's Exclusive Provider Network of Nationwide Vision offices or any of the Participating Provider Doctors may be used to obtain services. Benefits for this plan are dependent upon the Provider Network chosen. If a Provider outside of these two networks is chosen, benefits will be paid based upon the Out-of-Network allowance. Upon receipt of Out-of-Network claims, members will be reimbursed within 10 to 15 working days.

NATIONWIDE VISION FULL SERVICE PROVIDER

All Nationwide Vision locations are full-service providers. This means that you can have your eye's examined, pick out your glasses, obtain your contact lenses at the same location. You do not need to take your prescription to another location to have it filled.

Plan Benefits

Plan Feature	Nationwide Vision		SightCare Doctor		Out-of-Network	
	Network (EPN)	OR	Network (PPN)	OR	Allowance	
Eye Examination						
Eye Exam or Contact Lens	\$ 10 CoPayment		\$ 10 CoPayment		\$ 25	
Contact Lens Fitting Fee	100% Covered		See CL's* Section		See CL's* Section	
Ancillary Testing for Exams						
Dilation	100% Covered		100% Covered		See Exam Allowance	
Visual Fields Testing	\$ 9 CoPayment		20% discount		Not Covered	
Frames						
Frame Allowance	\$ 10 Material CoPay		\$ 10 Material CoPay		\$ 35	
Number of Frames Covered	Up to \$120		Up to \$75		N/A	
Men/Women/Children	700+ (Approximately)		N/A			
Standard Lenses						
Single Vision	100% Covered		100% Covered		\$ 25	
Bifocal FT-28	100% Covered		100% Covered		\$ 40	
Trifocal 7x28	100% Covered		100% Covered		\$ 50	
Lenticular	100% Covered		100% Covered		\$ 75	
Progressive (standard)	\$ 30 Co-Pay		20% Discount		Bifocal Rate	
Options						
Polycarbonate (under 18 yrs.)	100% Covered		20% Discount		Not Covered	
Lens Options	20% Discount		20% Discount		Not Covered	
In Lieu of Eyeglasses (frame & lenses)						
Contact Lens Product Allowance	\$ 10 Material CoPay		\$ 100 Allowance towards		\$ 80 Allowance towards Exam, Fitting and CL's purchase.	
Elective/Cosmetic	Up to \$120		C/Ls and Fitting		Up to \$ 100	
Medically Necessary	Up to \$250		Up to \$250			
In Lieu of Exam, Eyeglasses (frame & lenses) or Contact Lenses						
LASIK Benefit	\$150 Allowance		Not Covered		Not Covered	
2nd Pair						
			2nd Pair Purchases			
Frames	50% Discount		Not Covered		Not Covered	
Lenses	25% Discount		Not Covered		Not Covered	
Options	25% Discount		Not Covered		Not Covered	
Replacement Lenses						
Disposable	10% Discount		10% Discount		Not Covered	
Conventional	20% Discount		20% Discount		Not Covered	

Notations:

*CL's = See Contact Lens Section

EPN = Exclusive Provider Network - Nationwide Vision Offices Only.

PPN = Preferred Provider Network - SightCare Independent Doctor Network

Out-of-Network = Member pay first and then submit receipts to SightCare to be reimbursed

SIGHTCARE, INC.

Master Group Vision Care Plan Agreement Triple Option Plan 120 Standard Plan Design - \$10 Exam/\$10 Materials CoPay - Frequency A

THIS AGREEMENT is made and entered into on this 1st day of _____, by and between COMPANY NAME ("Group") and SightCare, Inc. ("SightCare").

RECITALS

WHEREAS, SightCare has the ability to arrange for, administer and provide vision services and products to enrolled members;

WHEREAS, Group desires to purchase, and provide, vision services and products on behalf of its eligible employee population and

WHEREAS, SightCare and Group will desire to enter into an Agreement whereby SightCare will provide vision services and products as well as required administrative services

NOW THEREFORE, in consideration of the premises and mutual promises herein stated, it is agreed by and between the parties hereto as follows:

DEFINITIONS

As used in the Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below.

"Anisometropia" means there is a difference in refractive error between the two eyes greater than 4.00 diopters.

"Credentialing" means those processes established and operated by SightCare to ensure the qualifications of Participating Providers.

"Complaint Resolution" means those processes established and operated by SightCare to resolve complaints raised by Enrolled Members or by Group regarding quality of care or service in the provision of Covered Services.

"Copayment" means an amount specified by SightCare which the Enrolled Member pays directly to a Participating Provider at the time Covered Services are rendered.

"Covered Services" means the specific vision services and products provided under the regulations of the Agreement, and for which Participating Provider assumes responsibility and agrees to provide to or obtain for Enrolled Members.

"Daily Wear Contact Lenses" means contact lenses which correct only spherical prescriptions and are approved by the FDA for daily wear use only.

"Dependent" means those individuals in the Subscriber's family who meet the eligibility requirements of the "Dependent" provision of the "Eligibility" Section and are enrolled under this Agreement.

"Designer Frames" means frames in which the retail price is between \$90 and \$120.

"Enrolled Members" means eligible persons enrolled with SightCare to receive Covered Services from Participating Providers.

"Extended Wear Contact Lenses" means a contact lens which is approved by the FDA to be worn overnight.

"Fashion Frames" means frames in which the retail price is between \$50 and \$90.

"FT28 Bifocal" A bifocal lens is a lens having two areas for viewing, the upper portion of the lens is for distance vision, and the lower for near vision. A FT28 bifocal is one in which the near vision is a half circle of a diameter of 28 mm inset in the lower section of the lens with the flat portion of the lens occurring at the top half of the lens.

"FT 7 X 28 Trifocal" A trifocal is a lens having three areas of viewing, each with its own focal power. Usually the upper portion is for distance viewing, the lower for near viewing and the middle or intermediate portion for distances in between. A FT 7 X 28 trifocal is one which is designed similarly to the FT28 bifocal with an intermediate section 7 mm wide inset between the distance and near vision.

"Keratoconus" means a pathological condition of the cornea where the shape takes on a coned appearance, causing irregular astigmatism and thinning of the cornea. This thinning can lead to ulceration of the cornea, which would require a corneal transplant.

"Participating Provider" means those Optometrists duly licensed in the State of Arizona, participating in the SightCare contract network to provide Covered Services to Enrolled Members.

"Premium Payment" means a predetermined periodic payment made to SightCare by Group for providing Covered Services based on the number of Enrolled Members.

"Progressive Bifocals" means a lens whose front surface utilizes specially designed curves creating a gradual increase in plus power from the distance optical center to total near power. This allows clear vision at any point of focus from distance to near. Often called "no line" bifocal.

"Quality Management" means those processes established and operated by SightCare relating to the quality of Covered Services.

"Subscriber" means an employee, or a participant in Group who meets the eligibility requirements of the "Subscriber" provision of the "Eligibility" Section and enrolls under this Agreement.

"Utilization Reporting" means those processes established by SightCare to monitor and report utilization of Covered Services by Enrolled Members.

"Value Frames" means frames in which the retail price of the frame is under \$50.

SECTION I RESPONSIBILITIES OF SIGHTCARE, INC.

1.01 Network Management SightCare shall contact with and credential a network of Participating Providers sufficient to deliver Covered Services to its Enrolled Members.

1.02 Administration

1.02.01 SightCare shall process eligibility information and communicate this information to Participating Providers.

1.02.02 SightCare shall conduct Quality Management, Utilization Reporting and Complaint Resolution activities.

1.02.03 SightCare shall bill Group on a monthly basis and will be responsible for reimbursing Participating Providers in a timely fashion.

1.03 Licensure SightCare shall obtain and keep current licenses required to provide Covered Services to Group's Enrolled Members.

SECTION II RESPONSIBILITIES OF GROUP

2.01 Eligibility Tracking SightCare shall track those employees who are eligible to receive Covered Services and shall provide an updated listing of Enrolled Members to Group by the 1st day of each month. This monthly listing shall include Member names, sex and date of birth. It will also include the same information for all dependents on the plan. Group will update the list for that month and return with monthly premium payment.

2.02 Termination Notification Group shall provide SightCare with timely monthly notification of enrollees who terminate. SightCare shall only give credit of up to 60 days for enrollees who have terminated from the group.

2.03 Monthly Payment Group shall provide SightCare with a monthly premium payment for each Enrolled Member by the **10th** day of each month.

2.04 Participation Requirements Group will be responsible to monitor the participation of the plan, to guarantee required participation percentages are met. SightCare, can, upon request, audit the Groups employee census records to verify participation requirements have been met.

2.05 Member Additions and Deletions will be made effective the first of the month only.

SECTION III TERMS AND TERMINATION

3.01 Term The term of the Agreement shall commence on the 1st day of month indicated on the face page of this agreement and shall continue for a period of one (1) year.

3.02 Renewals This Agreement shall be automatically renewed under the same terms and conditions for additional periods of one (1) year unless terminated as provided for below.

3.03 Termination for Cause Either party may terminate this Agreement at any time for cause. Termination may take effect after forty-five (45) days written notice and opportunity to cure. The written notice must identify the default, with reference to the section of the agreement relating to the alleged act of default. The written notice must also describe the default.

3.04 Termination Without Cause Termination prior to the renewal date without cause will result in the Plan Sponsor (Employer) paying the balance of premiums owed for the contract year.

3.05 Rights and Obligations Upon Termination Upon termination, SightCare's obligations or right to render Covered Services to Enrolled Members or right to receive payment in accordance with this Agreement shall immediately cease, except for any payments due prior to termination. However, termination will not relieve SightCare of those obligations reasonably necessary to provide Covered Services to Enrolled Members and to cooperate with Group to arrange for the transfer of such Enrolled Participants. In such an event, Group will compensate SightCare on a discounted fee-for-service basis until either the expiration of the initial term of the agreement, or the successful transfer of Enrolled Members to another vision service provider.

3.06 Amendments Future amendments to this plan will be submitted to Group by SightCare with sixty (60) days written notice.

SECTION IV ELIGIBILITY

4.01 Subscriber To be eligible to enroll as a Subscriber, an individual must be either a full-time employee or an employee working at least **32 hours** per week as of the effective date of this Agreement. New employees will be eligible on the first day of the month following **1 month** of full-time employment or an employee working at least **32 hours** per week.

4.02 Dependent To be eligible to enroll as a Dependent, an individual must either be:

4.02.01 Spouse The Subscriber's legal spouse, or

4.02.02 Children A natural child, adopted child, child placed for adoption, step-child supported by the Subscriber pursuant to a valid court order or a child for whom the Subscriber is the legal guardian IF the child:

1. Is unmarried and legally dependent upon the Subscriber for support;
AND
2. a. Has not attained his or her nineteenth (19th) birthday; or
b. Has not attained his or her twenty-third (23rd) birthday if a registered full-time student in regular attendance at an accredited secondary school, college or university; or
c. Is permanently and continuously incapable of self-sustaining support by reason of mental retardation or physical handicap.

4.02.03 Newborn Child A newborn child who is born to a Subscriber during the course of this Agreement shall have coverage effective as of the date of birth. If the Subscriber's policy is anything other than an "Employee plus Family" policy, an enrollment application shall be submitted to SightCare within thirty-one (31) days after birth. The policy would then be changed to an Employee plus Family Policy and the Subscriber would be billed at the appropriate rate.

4.02.04 Adopted Child A child who is legally adopted by or is placed for adoption with a Subscriber during the course of this Agreement shall have coverage effective as of the date the child is placed with the subscriber. If the Subscriber's policy is anything other than an "Employee plus Family" policy, an enrollment application shall be submitted to SightCare within thirty-one (31) days after the child is legally placed with the Subscriber. The policy would then be changed to an Employee plus Family Policy and the Subscriber would be billed at the appropriate rate.

4.03 Conversion Provision Enrolled Members may continue benefits under this Agreement if they are no longer eligible as group members and wish to convert their coverage to an individual policy. SightCare will provide continued coverage under this Agreement to those Enrolled Members for whom SightCare has received both notification of election to continue and the required Premium payment.

SECTION V SUMMARY OF BENEFITS

5.01 SightCare Has Two Different Networks The Exclusive Provider Network (EPN) is composed of Nationwide™ Vision Offices only and the Preferred Provider Network (PPN) is composed of Nationwide™ Vision Offices and Independent Doctors of Optometry in the community contracted with SightCare™. The following services are covered under the terms of the Agreement for the Exclusive Provider Network.

5.01.01 Exclusive Provider Network Benefits for members include eye examination with appropriate co-payment and either eyeglasses or contact lenses with appropriate co-payment (where indicated by the eye exam).

5.01.02 Benefit Frequency The following benefit frequency applies towards your plan:

- | | |
|---|-------------------------|
| Vision Examination | - Once every 12 months* |
| Lenses | - Once every 12 months* |
| Frame | - Once every 12 months* |
| In Lieu of Eyeglass (frame and lenses) Benefit | |
| Contact Lenses | - Once every 12 months* |

*From The Group's Effective Date of Coverage.

5.01.03 CoPayment Amount(s) The following CoPayments apply towards your plan:

- | | |
|------------------------------|--------------------|
| Vision Examination CoPayment | - \$-10- CoPayment |
| Materials CoPayment | - \$-10- CoPayment |

5.01.04 Where The Vision Examination Indicates that lenses or frame or both are necessary for the proper visual health and welfare of the enrolled Member, they shall be supplied with either eyeglasses (5.01.05) or contact lenses (5.01.06). The member will not receive both. The products and services supplied to the enrolled Member are limited to the following:

5.01.05 Eyeglass materials include:

1. Standard CR-39 basic plastic or Clear (white) glass lenses including single vision, FT28 bifocals, 7 x 28 trifocals or lenticular will be covered 100%.
2. Polycarbonate lenses (under 18 yrs.)
3. Frames up to the stated frame allowance will be covered 100%. The frame allowance is based on the retail price of frames. The retail price of frames covered under the plan frame allowance is **\$120**.

-OR-

5.01.06 Elective/Cosmetic Contact Lens materials and services include:

1. Contact lens fitting is covered at 100%. This includes the initial fitting of the contact lenses and 3 months of follow-up care.
2. Contact lenses up to a **\$120** retail allowance.

5.01.07 Medically Necessary Contact Lenses will be covered 100% up to **\$250** retail. Contact lenses are considered necessary in the following conditions:

1. Following cataract surgery.
2. To correct extreme visual acuity problems in which spectacles cannot correct vision to better than 20/70.
3. Certain conditions of anisometropia.
4. Keratoconus.

5.01.08 LASIK Benefit If a member elects not to receive an eye examination, eye-glasses, or contact lenses the member can receive a \$150 allowance towards their LASIK procedure when performed through Nationwide™ Vision Laser & Eye Center located at 2222 East Camelback Road.

1. To be eligible for the LASIK allowance the LASIK procedure must be performed through Nationwide™ Vision Laser & Eye Center located at 2222 East Camelback Road, LASIK procedures performed through any other provider are not eligible to receive the LASIK allowance.
2. After receiving an evaluation from the surgeon, the cost of the procedure is based upon the following pricing schedule.

Myopia

-0.25 to -2.5	\$ 499 per eye
-2.75 to -4.5	\$ 699 per eye
-4.75 to -7.0	\$ 799 per eye
-7.25 or above	\$ 999 per eye

Astigmatism-0.25 to -2.75	\$ 200 per eye additional fee
Astigmatism-3.0 and above	\$ 300 per eye additional fee

For any other prescriptions - Hyperopia - call the LASIK center for a free consultation and price quote at (602) 26-LASIK.

5.02 Preferred Provider Network Benefits for members include eye examination with appropriate co-payment and either eyeglasses or contact lenses (where indicated by the eye exam).

5.02.01 Benefit Frequency The following benefit frequency applies towards your plan:

Vision Examination	- Once every 12 months
Lenses	- Once every 12 months
Frame	- Once every 12 months
In Lieu of Eyeglass (frame and lenses) Benefit	
Contact Lenses	- Once every 12 months

5.02.02 CoPayment Amount(s) The following CoPayments apply towards your plan:

Vision Examination CoPayment	- \$-10- CoPayment
Materials CoPayment	- \$-10- CoPayment

5.02.03 Where The Vision Examination Indicates that lenses or frame or both are necessary for the proper visual health and welfare of the enrolled Member, they shall be supplied with either eyeglasses (5.02.04) or contact lenses (5.02.05). The member will not receive both. The products and services supplied to the enrolled Member are limited to the following:

5.02.04 Eyeglass materials include:

1. Plastic lenses including single vision, FT28 bifocals, or 7x28 trifocals, will be covered 100%.
2. Frames up to the frame allowance will be covered 100%. The frame allowance is based on retail price of frames. The retail frame price of frames covered under the frame allowance is **\$75**.

-OR-

5.02.05 Contact Lens materials and services include:

1. Contact lenses and fitting fees up to **\$100** retail allowance.

5.02.06 Medically Necessary contact lenses will be covered 100% up to **\$250** retail. Contact lenses are considered necessary in the following conditions:

1. Following cataract surgery.
2. To correct extreme visual acuity problems in which spectacles cannot correct vision to better than 20/70.
3. Certain conditions of anisometropia.
4. Keratoconus.

5.03 Professional Services Where the vision examination indicates that lenses or frames or both are necessary for the proper visual health and welfare of an enrolled Member, they shall be provided with necessary professional services including, but not limited to:

1. Prescribing and ordering of proper lenses or contacts.
2. Assisting in the selection of a new frame.
3. Verifying the accuracy of the finished lenses.
4. Proper fitting and adjustment of the spectacles.
5. Progress or follow-up work as necessary.
6. Subsequent adjustments of frames to maintain comfort and efficiency.

5.04 Non-Participating Providers The following schedule of allowances are available through a non-participating provider. Where the vision examination indicates that lenses or frame or both are necessary for the proper visual health and welfare of the enrolled Member, they shall be supplied with either eyeglasses or contact lenses. The member will not receive both. The products and services supplied to the enrolled Member are limited to the following benefit frequency.

5.04.01 Benefit Frequency The following benefit frequency applies towards your plan:

Vision Examination	- Once every 12 months
Lenses	- Once every 12 months
Frame	- Once every 12 months
In Lieu of Eyeglass (frame and lenses) Benefit	
Contact Lenses	- Once every 12 months

5.04.02 Out-of-Network Maximum Allowance - The products and services supplied to the enrolled Member are limited to the following maximum reimbursement fee schedule.

**Out-of-Network
Maximum Allowance**

Services

Eye Examination	\$ 25 Allowance
Frame	\$ 35 Allowance
Lenses (Per Pair)	
Single Vision	\$ 25 Allowance
Bifocal	\$ 40 Allowance
Trifocal	\$ 50 Allowance
Progressive	Paid at Bifocal Rate

In Lieu of Exam and Eyeglass (frame and lenses) Benefit

Elective Contacts	\$ 80 Allowance (Towards Exam, fitting and purchase of contact lenses)
Medically Necessary	\$100 Allowance (Towards Exam, fitting and purchase of contact lenses)

5.04.03 **Members must pay** The Out-of-Network provider their usual and customary fees for their services. Then submit an itemized statement of the Out-of-Network provider's services along with your name, address, and Social Security number to SightCare.

5.04.04 **The Member Will Be** reimbursed according with the plan's Out-of-Network Provider Reimbursement Schedule, provided you submit your claim within 6 months of the date you received services. There is no assurance that the schedule will be sufficient to pay for the examination, lenses, or frame.

5.04.05 **Services Provided By** an Out-of-Network provider are subject to the eligibility, availability, copayments and limitation provisions of the plan and are **in lieu of** services provided by an Exclusive or Preferred Participating Provider.

5.04.06 **Out-of-Network Reimbursements** Are made directly to the employee ONLY and are subject to the same frequency of service limitations. Sightcare does not accept assignment of Out- of- Network allowances by non-participating providers.

5.04.07 **The Allowance Made for Contact Lenses** Is in place of the exam, spectacle lenses, and frame. Determination of "Medically Necessary" versus "Elective" contact lenses shall be determined exclusive by SightCare.

SECTION VI LIMITATIONS

6.01 Additional Cost Items When an Enrolled Member selects additional items or upgrades, payment of these items will be the responsibility of the member, less any discounts that apply at the time of services.

6.01.01 Through the Exclusive Provider Network, the following discounts apply:

1. 20% discount on all options not covered.
2. 10% discount on additional disposable contact lenses.
3. 20% discount on additional conventional contact lenses.
4. 50% discount on frame for second pair of eyeglasses.
5. 25% discount on lenses for second pair of eyeglasses.
6. Discounts do not apply to in-store lens packages which have already been discounted or warranty programs.
7. Discount on LASIK Procedure of 10% applies for a bilateral (two eyes) procedure. Fee includes the pre and post-operative exams of the patient and any enhancements for the first year. Cannot be combined with the SightCare™ LASIK Benefit Allowance.

6.01.02 Through the Preferred Provider Network, the following discounts apply:

1. 20% discount on all options not covered.
2. 10% discount on additional disposable contact lenses.
3. 20% discount on additional conventional contact lenses.
4. Discounts do not apply to in-store lens packages which have already been discounted or warranty programs.

6.02 Not Covered There is no benefit for professional services or materials connected with:

1. Orthoptics or vision training, subnormal vision aids, aniseikonic lenses, plano (nonprescription) lenses.
2. Lenses and frames furnished under this program which are lost or broken will not be replaced except at the normal intervals when services are otherwise available.
3. Medical or surgical treatment of the eyes.
4. Services or materials provided as a result of any Workmen's Compensation law or similar legislation, or obtained through or required by government agency or program whether federal, state, or any subdivision thereof.
5. Any eye examination required by an employer as a condition of employment unless it is obtained at the normal interval for which services are covered.

6. Coated lenses, tinted lenses, photochromic lenses and laminated lenses unless specifically indicated as a covered benefit in the Summary of Benefits section.
7. Vision services and supplies that cost more than the Plan's allowance as noted in the Summary of Vision Benefits.
8. Two pairs of glasses in lieu of bifocals.
9. Benefits incurred beyond the termination date of the Plan, unless COBRA coverage is in place.

SECTION VII REIMBURSEMENT

7.01 Payments by Group To SightCare for services and materials provided hereunder during the term of the Agreement shall be as follows:

1. For each "Employee Only" policy issued, \$ per month.
2. For each "Employee Plus Spouse" policy issued, \$ per month.
3. For each "Employee plus Children" policy issued, \$ per month.
4. For each "Employee Plus Family" policy issued, \$ per month.

SECTION VIII PARTICIPATION REQUIREMENTS

8.01 Participation Requirements For this contract are: 75% of all eligible employees must be enrolled in the plan, and -0-% of all eligible dependents must be enrolled in this plan.

SECTION IX NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

SightCare, Inc. ("SightCare") is required by law to maintain the privacy of your health information and to provide you with notice of their legal duties and privacy practices with respect to your health information.

How Sightcare May Use or Disclose Your Health Information

9.01 **Payment Functions.** SightCare may use or disclose health information to determine eligibility for plan benefits, obtain premiums, facilitate payment for treatment and services you receive from health care providers, determine plan responsibility for benefits, preparing and sending bills or claims, collection efforts, and to coordinate benefits.

9.02 **Health Care Operations.** SightCare may use and disclose health information about you to carry out necessary insurance-related activities, including, but not limited to, underwriting, premium rating and other activities relating to plan coverage; administrative functions, financial or billing audits, activities relating to benefit coverage; internal quality assurance; review and payment of claims; providing eligibility and verification of coverage to providers, personnel decisions, defense of legal matters, business planning, legal services, fraud and abuse detection programs; and storage of our records.

9.03 **Required by Law.** As required by law, SightCare may use and disclose your health information. SightCare may disclose medical information pursuant to a court order in judicial or administrative proceedings; to report information related to victims of abuse, neglect, or domestic violence; or to assist law enforcement officials in their law enforcement duties.

9.04 **Public Health.** As required by law, SightCare may disclose your health information to public health authorities to prevent or control disease, injury or disability, or for other health oversight activities.

9.05 **Coroners, Medical Examiners and Funeral Directors.** SightCare may disclose your health information to coroners, medical examiners and funeral directors. For example, this may be necessary to identify a deceased person.

9.06 **Organ and Tissue Donation.** Your health information may be used or disclosed for cadaveric organ, eye or tissue donation purposes.

9.07 **Health and Safety.** SightCare may disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.

9.08 **Government Functions.** SightCare may disclose your health information for military, national security, prisoner and government benefits purposes.

9.09 **Worker's Compensation.** SightCare may disclose your health information as necessary to comply with worker's compensation or similar laws.

9.10 **Disclosures to Plan Sponsors.** SightCare may disclose your health information to the sponsor of your group health plan or managed care plan for purposes of administering benefits under the plan.

When SightCare May Not Use or Disclose Your Health Information

Except as described in this Notice of Privacy Practices, SightCare will not use or disclose your health information without written authorization from you. If you do authorize SightCare to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

Statement of Your Health Information Rights

9.11 **Right to Request Restrictions.** You have the right to request restrictions on certain uses and disclosures of your health information. SightCare is not required to agree to the restrictions that you request.

9.12 **Right to Request Confidential Communications.** You have the right to receive your health information through alternative means or at an alternative location. SightCare is not required to agree to your request.

9.13 **Right to Inspect and Copy.** You have the right to inspect and copy your health information. If you request a copy of the information, SightCare may charge you a reasonable fee to cover the copy expense.

9.14 **Right to Request a Correction.** You have a right to request that SightCare amend your health information. SightCare is not required to change your health information.

9.15 **Right to Accounting of Disclosures.** You have the right to receive an accounting of disclosures of your health information. SightCare will provide one list per 12 month period free of charge; SightCare may charge you for additional lists requested within the same 12 month period.

9.16 **Right to Paper Copy.** You have a right to receive a paper copy of this Notice of Privacy Practices at any time.

9.17 **Right to Revoke Permission.** You have the right to revoke your authorization to use or disclose your health information at any time, except to the extent that action has already been taken.

SightCare's Obligations Under This Notice

SightCare is required by law to:

9.21 Maintain the privacy of your health information.

9.22 Provide you with a notice of its legal duties and privacy practices with respect to your health information.

9.23 Abide by the terms of this Notice.

9.24 Notify you if SightCare is unable to agree to a requested restriction on how your information is used or disclosed.

9.25 Accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.

9.26 Obtain your written authorization to use or disclose your health information for reasons other than those listed above and permitted by law.

SightCare reserves the right to amend this Notice of Privacy Practices at any time in the future and to make the new Notice provisions effective for all health information that SightCare maintains. Revised Notices will be distributed to you when new identification cards are provided.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with:

Attn: Privacy Officer
SightCare Vision
220 N. McKemy
Chandler, AZ 85226

You may also file a complaint with the Secretary of the Department of Health and Human Services. SightCare will not retaliate against you in any way for filing a complaint.

SECTION X GENERAL PROVISIONS

10.01 SightCare acts as a contracting agency to enable Group and Enrolled Persons to acquire professional vision care on a prepaid basis. Under no circumstances shall SightCare or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this contract.

10.02 Each Enrolled Member shall be entitled to obtain the services enumerated herein from an Participating Provider. The names, addresses and telephone numbers of the Participating Providers shall be made available to Enrolled Members of Group prior to, and at the time of seeking services.

10.03 SightCare extends a commitment to customer satisfaction. If, for any reason, a member is not satisfied with the eyewear they receive, they are entitled to a free replacement within 30 days of their original purchase.

10.04 SightCare shall have the right at all reasonable times to inspect such records of Group as SightCare deems necessary to determine the number and eligibility of covered persons. Group agrees to make such records available at such times and on such request.

10.05 All notices provided in connection with this Agreement shall be deemed as having been properly made upon depositing the same in the United States mail, postdate prepaid and addressing such notices to SightCare or to Group at their most recent address.

10.06 This instrument contains all of the provisions of the agreement between the parties hereto, and no promise or agreement not continued herein shall be binding on the parties unless the same is in writing, signed by the parties hereto and attached to this contract.

10.07 Any disagreement arising out of this contract or from the breach of it, may be submitted to arbitration. The parties may agree upon one Arbitrator, otherwise there may be three, one name in writing by each party of this contract within five days after notice of arbitration is served by either party upon the other, and a third Arbitrator selected by these two Arbitrators within five days thereafter.

10.08 This contract shall be governed by and construed under the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the effective date.

COMPANY

SightCare, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SightCare™

Arizona's Premier Vision Plan

Dear SightCare Member:

We would like to take this opportunity to welcome you to SightCare!

SightCare, Inc. is a licensed non-profit, optometric service corporation in the State of Arizona, whose mission is to provide and administer consistently high quality optometric vision plans to their members.

Each member receives a certificate of coverage brochure that outlines the benefits available under their specific plan design. The certificate brochure will indicate any applicable copayments, the benefit frequency, and the vision benefits available under your specific plan design.

SightCare markets a number of different plan designs. Prior to using your vision care benefits be sure to check your Certificate of Coverage brochure for the Participating Provider Network available for services under your specific plan design. Some plan designs provide multiple Participating Provider Networks that can be used for obtaining services.

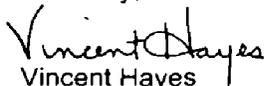
For plan designs that offer multiple Participating Provider Networks, be sure to carefully review the benefits available under each Participating Provider Network since benefits and copayments may vary. **However, in all cases, benefits obtained through the Nationwide Vision Provider Network will provide the highest level of benefits to the member.**

It is extremely important when calling to schedule an appointment or stopping into a Participating Provider's Office to always identify yourself as a SightCare member and present your SightCare identification card.

To access general information, review standard plan designs, and receive the most current directory of our Participating Provider Networks you may visit our Web Site at www.sightcareaz.com.

SightCare values your business and is committed to providing the highest level of customer service and products through our Participating Provider Networks. In the event you have any questions, please feel free to call our customer service representatives at (480) 961-1702.

Sincerely,



Vincent Hayes
Vice President Managed Care

SightCare™

Arizona's Premier Vision Plan

MEMBER NAME

MEMBER ID NUMBER COVERAGE EFFECTIVE DATE

GROUP NAME GROUP ID NUMBER

Participating Providers Must Call (480) 961-1702 to obtain an Authorization Number For Services.

BEND CARD BACK HERE

Thank You!



Nationwide Vision is committed to providing you with the highest quality vision care. Your input is instrumental in the continuing improvement of our offices to meet your needs. Please complete this survey by circling your response for each question.

We appreciate your business! Tell us about your recent experience at one of our Nationwide Vision Centers by completing the survey below.

1. Insurance Plan: _____

2. Employer: _____

3. Date of Visit: _____

Please fill in the appropriate information so we may contact you if necessary.

Name: _____

Address: _____

Daytime Phone: _____

4. Nationwide Office No. **111** _____

5. Dispenser No.: _____

6. Invoice No.: _____

Overall Satisfaction

(1=Strongly Agree, 2=Agree, 3=Disagree) Please circle one.

7. I would rate my experience at Nationwide as a positive one:
1 2 3

8. If you have insurance, do you feel your insurance plan is of benefit to you?
Yes No

9. This location was convenient for me to visit:
1 2 3

10. I was able to schedule my appointment within (#) days from the date I required:
 0-2 days 3-4 days 5+ days
Please circle one.

11. My appointment began (#) minutes after patient history form was completed:
 5-10 min. 11-15 min. 15+ min.
Please circle one.

Provider of Care

12. The Nationwide staff was courteous and professional:
1 2 3

13. The Nationwide staff was knowledgeable about my insurance benefits (if applies):
1 2 3

14. Did the Nationwide staff use a printed plan sheet describing your insurance benefits adequately:
Yes No

15. The doctor who performed the exam was courteous and professional:
1 2 3

16. The doctor who performed the exam adequately answered all my questions:
1 2 3

17. I would recommend this office to friends and family for their vision care needs:
1 2 3

18. It took (#) days to receive my eyewear:
Glasses 0-5 days 6-10 days 11+ days
Contacts 0-5 days 6-10 days 11+ days

19. Were your glasses/contacts ready when promised?
Yes No

20. Were The glasses/contacts made to your satisfaction?
Yes No

21. Were your glasses adjusted to your satisfaction?
Yes No

Comments

22. Your additional comments or suggestions that would improve our services are appreciated.

Thank you for taking the time to complete our Nationwide Patient Satisfaction Survey. When completed, please fold, moisten and seal (with the Business Reply Mail side showing), then drop it in the mail. There is no postage necessary.

INFORMATION USED FOR INTERNAL PURPOSES ONLY.

www.nationwidevision.com



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 78 CHANDLER AZ

POSTAGE WILL BE PAID BY ADDRESSEE

ATTN: PRESIDENT
NATIONWIDE VISION LASER & EYE CENTERS
220 N MCKEMY BLVD
CHANDLER AZ 85226-9872



Patient Satisfaction Survey

We Appreciate Your Business!

REORDER CONTACTS
ONLINE @

www.contactlensesnationwide.com

 **NATIONWIDE
VISION**
LASER AND EYE CENTER™
www.nationwidevision.com



Nationwide Vision es comitada a proveer programas para su vision de calidad alta. Su insumo es instrumental en mejorando sus necesidades. Por favor marque su respuesta para cada pregunta en esta encuesta.

¡Apreciamos sus negocios! Díganos de su reciente experiencia de uno de nuestros Nationwide Vision Center complete la encuesta bajo.

- 1. Nombre del plan : _____
 - 2. Fecha de Visita: _____
- Si nosotras le gustariamos contestar sus comentarios. Por favor complete la siguiente información:
- Nombre: _____
- Dirección: _____
- Número de Teléfono (día): _____
3. Número de Oficina Nationwide: _____

Satisfacción Global

(1= De Acuerdo Fuertemente 2= De Acuerdo 3 = en desacuerdo). Por Favor circunda uno.

- 4. Valdría mi expenecia con todo Nationwide Vision como positiva:

1	2	3
---	---	---
- 5. Creo que mis beneficios de cuidar mi vista tienen valor para mi y para mi familia:

1	2	3
---	---	---

El Acceso y Disponibilidad

- 6. Esta locación fue conveniente para visitar:

1	2	3
---	---	---
- 7. Podia fijar el horario de mi cita dentro de (#) dias desde la fecha que queria:

<input type="checkbox"/> 0-2 los días	<input type="checkbox"/> 3-4 los días	<input type="checkbox"/> 5+ días
---------------------------------------	---------------------------------------	----------------------------------

(Por favor presente el uno base)
- 8. Mi cita empezó (#) minutos despues del la historia integre paciente fue completado:

<input type="checkbox"/> 5-10 minimo.	<input type="checkbox"/> 11-15 minimo.	<input type="checkbox"/> 15+ minimo.
---------------------------------------	--	--------------------------------------

(Por favor presente el uno base)

La asta Nationwide

- 9. Nationwide el personal fue cortés y profesional:

1	2	3
---	---	---
- 10. Los empleos de Nationwide fue sabios de mis beneficios:

1	2	3
---	---	---
- 11. El doctor que efectuó el examen fue cortés y profesional:

1	2	3
---	---	---
- 12. El doctor que efectuó el examen adecuadamente contestó todas mis preguntas:

1	2	3
---	---	---

L CON 13504

- 13. Recomendaria esta oficina a amigos y familia para las necesidades de vista importante:

1	2	3
---	---	---
- 14. Tanta (3) dias para recibir mis lentes:

<input type="checkbox"/> 0-5 los días	<input type="checkbox"/> 6-10 los días	<input type="checkbox"/> 11+ días
---------------------------------------	--	-----------------------------------

(Por favor presente el uno base)
- 15. ¿Sus anteojos fueron listos cuando prometido?

Si	No
----	----
- 16. Fueron hecho los anteojos a su satisfacción:

Si	No
----	----

Comentarios

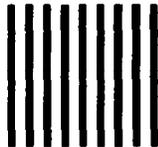
- 17. Sus comentarios adicionales:

Muchas gracias para tomar el tiempo de completar nuestra encuesta de satisfacción por Nationwide Paciente. Cuando completado doble la Respuesta por favor humedezca y cierre (De Negocios Envíe Por Correo el lado al frente). Entre a la pase eso el correo.

No es necesario poner sello de correo.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

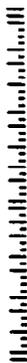


BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 76 CHANDLER AZ

POSTAGE WILL BE PAID BY ADDRESSEE

ATTN: PRESIDENT
NATIONWIDE VISION LASER & EYE CENTERS
220 N MCKEMY BLVD
CHANDLER AZ 85226-9872



**Paciente
Satisfacción
Encuesta**

¡Apreciamos Su Negocios!

Pida de nuevo los
Contactos en linea @
www.contactsnationwide.com



SIGHTCARE APPLICATION FOR GROUP VISION CARE PLAN

I. EMPLOYER INFORMATION

Employer Name: _____ Phone Number: () _____

DBA Name (if other than above): _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Billing Address:(if other than above): _____ City: _____ State: _____ Zip: _____

Correspondent: _____ Title: _____

Fax Number: () _____ E-Mail Address: _____

Type of Business: Proprietorship Corporation Partnership Other (Specify) _____

Names of Subsidiary or Affiliated Companies or Divisions who use another name and will be covered by this plan:

<u>Name:</u>	<u>City / State:</u>	<u>Nature of Business:</u>
_____	_____	_____
_____	_____	_____

Will this plan replace any existing coverage? Yes No If "Yes", name of existing vision insurer:

Name: _____ Effective date of existing coverage: _____

Number of Full-time Employees: _____ Number Enrolling: _____

Waiting Period for New Employees: _____ days. Waiting Period Is Waived For Present Employees: Yes No

Deliver ID Cards, Certificate of Benefits, and Brochures to: Group's Benefit Administrator or Broker/Consultant

II. PLAN SELECTION (Please check one.)

Plan 120 Plan 100 Plan 80 Enhanced Plan or Standard Plan

120 Triple Option 100 Triple Option 80 Triple Option Enhanced Plan or Standard Plan

Standard Voluntary Plan Plan A Plan B Custom Plan B

Plan Frequency: Plan A 12/12/12 Plan B 12/12/24 Plan C 12/24/24 Other _____

III. TYPE OF PLAN SELECTED (Please check one.)

Employer-Paid (please refer to Participation Guidelines) or Voluntary Plan

IV. PARTICIPATION GUIDELINES - EMPLOYER PAID PLANS

Employer must meet minimum enrollment requirements set by SightCare to qualify for employer paid rates quoted or the rates will revert to voluntary at the onset of the agreement. The following Employer Paid requirements apply: At least 75% of the premium of the employee be contributed by the employer and 75% employee enrollment **OR** all medical plan enrollees must participate in Employer Paid plan.

V. PREMIUMS

	<u># EES</u>	<u>RATE</u>	<u>TOTAL REMITTANCE</u>
Employee	_____ X	\$ _____	= \$ _____
Employee + Spouse	_____ X	\$ _____	= \$ _____
Employee + Children	_____ X	\$ _____	= \$ _____
Employee + Family	_____ X	\$ _____	= \$ _____

First Month's Premium Remittance Calculation

TOTAL = \$ _____

~~Remittance: All Premiums due as of 12/31/2000 are due on 1/15/2001.~~

VI. AGREEMENT

The undersigned employer hereby applies for vision care coverage through a SightCare Plan. It is understood that:

1. The employer has read the participation guidelines and acknowledges that they are in compliance with the participation guidelines indicated above.
2. The employer request the policy become effective on the 1st day of _____. Requested effective dates should not precede date of receipt of this application by the Company.
3. Coverage will terminate for an employee on the last day of the month in which his employment terminates.
4. Early Termination - Termination in the first year without cause will result in the employer paying the balance of premiums owed for the contract year.

The application signed this _____ day of _____ 20 _____

Firm/Organization _____

By: _____ Title: _____

() The Broker/Consultant indicated below is hereby designated Broker of Record by the above signed employer.

VII. RATE GUARANTEE

Rates will be guaranteed for 24 consecutive months. An automatic renewal will take place at the end of the initial 12-month contract period unless written termination is presented to SightCare, Inc.

VIII. BROKER/CONSULTANT STATEMENT

I hereby certify that I am a licensed agent/broker in the State of Arizona authorized to act as an agent on behalf of my client. I attest that the information contained in the application is correct and my client meets all participation guidelines. I have explained in detail the coverage to the Client. A copy of my current license is attached.

Broker/Consultant Name _____ Taxpayer No./Social Security No. _____
Address _____ City _____ State _____ Zip _____
Telephone () _____ Ins. License No. _____
Signature _____ General Agent _____

PLEASE ENCLOSE A COPY OF AGENT/BROKER LICENSE



Arizona's Premier Vision Care Plan

Brief Overview

As an Optometrist-owned corporation, SightCare Inc., is a licensed non-profit, optometric services corporation in the State of Arizona, whose mission is to provide and administer consistently high quality optometric service plans that are accessible, accountable, and cost effective.

SightCare approaches eye care from a wellness perspective understanding that the most important aspect of any vision care plan is periodic, thorough and comprehensive eye examinations performed by qualified providers.

SightCare, currently provides vision care services for approximately 37,000 member's primarily located in Maricopa and Pinal county. All of the members covered under a SightCare plan design have comprehensive vision care benefits that provide services for the exam, eyeglasses or contact lenses.

SightCare offers an exclusive provider network through Nationwide Vision as well as Preferred Provider Network that includes a network of independent Doctors of Optometry.

SightCare - Key Contacts

Vincent Hayes Vice President Managed Care	(480) 961-1702 ext. 128
Linda Leiting Customer Service Manager	(480) 961-1702 ext. 132
Jean Ridey Claims Manager	(480) 961-1702 ext. 106
Heidi Dittmore Billing Supervisor	(480) 961-1702 ext. 144



Company Overview

Please find a brief overview of Nationwide Vision to allow you to become familiar with our corporate philosophy, store presence, and marketing position.

Nationwide is the largest optical retailer in the State of Arizona with 49 locations; 34 locations in the Greater Phoenix Metropolitan area, 9 locations in the Tucson area, and an office in Prescott, Casa Grande, Flagstaff, Yuma and Sierra Vista.

Nationwide Vision currently ranks as the 24th largest optical retail chain in the United States and services on average 4,000+ patients a week. Nationwide Vision services a number of Insurance Companies & Plan Sponsors through direct contracting relationships. Nationwide Vision also participates with most of the national networks and is the largest optical provider group in the State of Arizona.

Nationwide Vision is an Optometrist-owned corporation that approaches eye care from a wellness perspective by encouraging regular eye examination for patients. All offices include a full doctor examination lane as well as a separate pre-testing room to include the ability to provide visual fields testing.

Our retail offices on average are 1,200 to 1,600 sq. feet displaying approximately 1,100 frames and offers a full assortment of latest ophthalmic lens options for our patients. In addition to eyeglasses, we offer a comprehensive selection of contact lenses.

One very distinct difference between Nationwide Vision and other optical retailers is the doctors of optometry are all employees of the Nationwide Vision and are not independent doctors of optometry. Nationwide currently employs 55+ Doctors of Optometry and 1 full-time Doctor of Ophthalmology. This allows Nationwide to provide significant administrative and technical support with regards to receptionist and pre-testing support for our doctors.

All of our store locations are connected on-line to provide centralized scheduling for professional services. Office scheduling is monitored several times a day to insure proper coverage is allocated to each office location.

By employing the Doctors of Optometry, Nationwide Vision has created a vertically integrated business approach that allows us to leverage all of our cost structures to include the professional services. Our favorable cost structure allows Nationwide Vision to actively participate in managed vision care programs.

Our marketing position is directed towards value consumers who can receive the same products and services as offered through larger retail optical chains and private independent doctors of optometry at substantial savings (20 to 40%). This message is very aggressively marketed utilizing a variety of advertising methods. By utilizing our substantially lower cost structure, Nationwide can pass along substantial savings when subcontracting with Plan Sponsors and payers to provide vision care benefits to their members.

Nationwide[™] Vision & SightCare[™] Affiliation

SightCare was established in 1995 to allow Nationwide Vision the ability to provide fully insured vision plans and capitation arrangements to insurance companies, managed health care organizations, and employer groups.

The principals of Nationwide Vision are also the Board of Directors for SightCare. SightCare as a separate legal entity has the ability to include Independent Doctors of Optometry into their Private Doctor Network providing Plan Sponsors with different provider network options to meet their member's vision care needs.

Nationwide Vision is currently the 24th largest optical chain in the United States and only operates in the State of Arizona. Nationwide Vision is a privately held doctor owned Arizona based corporation and is the largest employer of optometrist in the State with 55+ doctors on staff. Nationwide Vision currently employs over 450+ employees with revenues exceeding \$38 million.

In order to meet the needs of all Plan Sponsors, SightCare welcomes Independent Doctors of Optometry into their Private Doctor Network to offer member's additional options when selecting a provider for their vision care benefits.

SightCare's Private Doctor Network has recently been expanded in Maricopa County and Statewide to further enhance the options members have when selecting a provider. The new enhanced SightCare Private Doctor Network more closely resembles traditional Provider Networks from competitors. As a result, SightCare's can now present direct comparisons to competitors plan designs and networks allowing Plan Sponsor's to make better informed decisions when selecting their vision care provider.

It is important for Plan Sponsor's to understand that SightCare is setup as an Arizona-based nonprofit corporation whose mission is to provide and administer consistently high quality optometric service plans that are accessible, accountable and cost effective. As a nonprofit corporate entity, SightCare runs as close as possible to a break even passing the savings on to their clients in the form of lower vision care premiums. However, SightCare enjoys the financial backing and resources available through Nationwide Vision.

SightCare has dedicated customer service, claims processing, accounting, sales and marketing personnel. As a nonprofit optometric service organization, SightCare's business license falls under the jurisdiction, regulations, and oversight of the Arizona Department of Insurance.



"What inspires me in Ophthalmology is the ability to cure and bring immediate relief in so many circumstances. An ophthalmologist will, in most cases, be able to make some difference in the quality of life for the patient and experience the gratification of witnessing the improvement. I am proud to offer all types of refractive surgery options to the patients of Nationwide Vision, including LASIK, PRK, lensectomy and cataract surgery."

Aasim Kamal, M.D.

***Director of Refractive & Anterior Segment Surgery
Nationwide Vision Laser & Eye Center***

Professional Associations:

*American Academy of Ophthalmology
Arizona Ophthalmological Society
Arizona Medical Association
American Medical Association*

*American Society of Cataract and Refractive Surgery
International Society of Refractive Surgeons
American Academy of Neurology*

Dr. Kamal is a fellowship trained refractive surgery specialist who brings a rich academic background to **Nationwide Vision**. After medical school, Dr. Kamal moved to New York where he did two residencies, one in Neurology and the other in Ophthalmology, both at the prestigious Westchester Medical Center. He explains his decision to do two residencies: *"I always wanted to be an ophthalmologist because I was fascinated with the eye and the brain. The eye is an extension of the brain. Neurology is not a surgical discipline, but it is an excellent way to understand the workings of the eye."* Needless to say, Dr. Kamal excelled in both residency programs and was honored by being named Chief Resident in each. When his residencies were completed, Dr. Kamal extended his training with three very prestigious fellowships – the first in Neuro-ophthalmology at the University of Iowa – the second in Research and Clinical Ophthalmology at Canada's world renowned Gimbel Eye Centre – and the third in Refractive Surgery under the tutelage of Dr. Howard Gimbel at the Gimbel Eye Centre.

Dr. Gimbel, widely considered one of the most influential ophthalmologists of the twentieth century, accepts only two surgeons a year into his training program. This fellowship program provided Dr. Kamal with exposure to a wide array of vision correcting procedures and the experience to offer this cutting edge technology to the patients of **Nationwide Vision**. The result of this training is that Dr. Kamal has been involved in a variety of research activities and has authored numerous articles on refractive surgery.

L CON 13504

Dr. Kamal is a quiet, soft-spoken person with a gentle sense of humor. Outside of medicine, he enjoys spending time with his wife Humaira, a program officer who works for the United Nations, and reading – being fond of science fiction books and movies.

Are You A Candidate for LASIK?

The Ideal Candidate

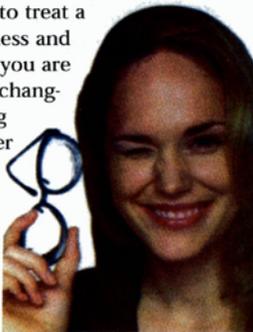
In general, the ideal candidate for LASIK is over 18 years of age and has healthy corneas. Candidates must not have had a significant increase in their prescription in the last 12 months. People with certain medical conditions or women who are pregnant may not be good candidates for LASIK.

Realistic Expectations

The decision to have LASIK is an important one that, ultimately, only you can make. It is important that you have realistic expectations and that your decision is based on facts, not hopes or misconceptions. The goal of LASIK is to reduce your dependence on corrective lenses. LASIK does not always create 20/20 or even 20/40 vision. It cannot correct a condition known as presbyopia, or aging of the eye. This normally occurs around age 40 and may require the use of reading glasses. In fact, people over 40 who have their distance vision improved with LASIK, may find they need reading glasses after the procedure. Your doctor will provide you with additional information that will allow you to make an informed decision.

In The Blink Of An Eye

It takes only seconds to treat a lifetime of nearsightedness and astigmatism. Find out if you are a candidate for this life changing procedure by calling Nationwide Vision Center to schedule a personal consultation. Should your vision fall within the range of correction for LASIK, more comprehensive treatment may be necessary.



"What inspires me in Ophthalmology is the ability to cure and bring immediate relief in so many circumstances. An ophthalmologist will, in most cases, be able to make some difference in the quality of life for the patient and experience the gratification of witnessing the improvement. I am proud to offer all types of refractive surgery options to the patients of Nationwide Vision, including LASIK, PRK, lensectomy and cataract surgery."

Aasim Kamal, M.D.

Director of Refractive & Anterior Segment Surgery
Nationwide Vision Laser & Eye Center



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American Society of Cataract and Refractive Surgery
Arizona Ophthalmological Society
International Society of Refractive Surgeons
Arizona Medical Association
American Academy of Neurology
American Medical Association

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For additional information please call:

PHOENIX
602-265-2745

TUCSON
520-877-7858



DISCOVER LASIK



AND THE WORLD WITHOUT GLASSES & CONTACTS

NATIONWIDE VISION
LASER & EYE CENTERS

The LASIK Difference



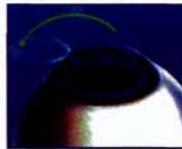
For over 25 years doctors placed incisions in the cornea to treat nearsightedness, farsightedness, and astigmatism. In the early 1980's, they began looking at lasers to improve the precision and predictability of altering the shape of the cornea. Researchers found that the Excimer laser could remove tissue with up to 0.25 microns of accuracy. Now, in its second decade of use, the technologically advanced Excimer laser has added a tremendous amount of precision, control and safety to the surgical correction of vision errors. Using this remarkable technology, the cornea is reshaped to conform to your glasses or contact lens prescription, thereby deducing or even eliminating a lifetime of dependence on corrective lenses for hundreds of thousands of Americans every year.

LASIK, or Laser in-Situ Keratomileusis offers a number of benefits over other forms of laser vision correction because it is performed under a protective layer of corneal tissue. As a result, there is less surface area to heal, less risk of scarring, less risk of corneal haze, less postoperative need for medications, and vision returns more rapidly, often within a day or so.

LASIK can also treat a higher range of vision errors. Although postoperative results vary, most candidates are able to pass a drivers test without their glasses or contact lenses.



The Procedure



The cornea is reshaped under a protective flap.

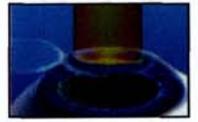
After your eye has been completely numbed using "eye drop" anesthesia, an eyelid holder will be placed between your eyelids to prevent you from blinking.

Next, an instrument known as a microkeratome makes a protective flap in the cornea. During the process you may feel a little pressure, but no discomfort. You will be asked to look directly at a target light while the laser reshapes the cornea, usually in less than a minute. Then, the protective flap is folded back in place where it bonds securely without the need for stitches. After LASIK, some patients report a slight discomfort that usually goes away within twelve to twenty-four hours.

How It Works

13504

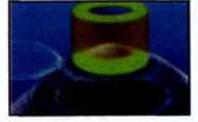
To treat nearsightedness, the cornea must be made flatter. This is accomplished by removing tissue from the center of the cornea.



LASIK/Nearsightedness

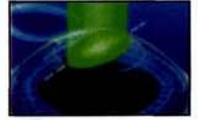
1.504

To treat farsightedness, the central cornea must be made steeper. This is accomplished by directing the laser beam to remove tissue from around this area.



LASIK/Farsightedness

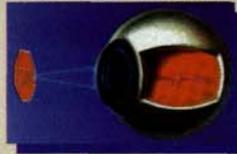
To treat astigmatism, the cornea must be made more spherical. By changing the pattern of the beam, tissue is removed in one direction more than the other.



LASIK/Astigmatism

MYOPIA (Nearsightedness)

Myopia or nearsightedness occurs when light rays are focused in front of the retina instead of directly on the retina.



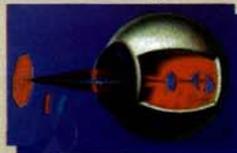
HYPEROPIA (Farsightedness)

Hyperopia or farsightedness occurs when light rays are not bent enough to focus on the retina.



ASTIGMATISM

Regular astigmatism occurs when light rays are focused at more than one point on the retina.



LASIK (Laser in-Situ Keratomileusis)

The Excimer laser removes microscopic layers of corneal tissue to change its shape, allowing light rays to focus more directly on the retina.



REQUEST FOR PROPOSAL DOCUMENTS

EMPLOYEE INSURANCE BENEFITS

P05-0021

September 16, 2004

Re: **City of Peoria**
Request for Proposals (RFP)

Due Date: October 6, 2004
Due Time: 3:00 P.M., MST

On behalf of the City of Peoria (hereinafter referred to as the "City"), we invite your company to submit a proposal to provide the following Employee Benefit plans:

- Indemnity Dental
- Prepaid Dental
- Basic Life/AD&D
- Voluntary Life/Dependent Life
- Short Term Disability
- Vision
- Flexible Spending Account (FSA) Administration

This Request for Proposals (RFP) has been divided into Sections which outline the items that are to be included in your submission (refer to the Table of Contents). We are requesting that you respond to services that equate as closely as possible to those outlined in this RFP. **Any deviations should be noted on the Plan Comparison Chart.** In the General Information section you will find information pertaining to the City's line of business, current benefit programs with experience and historical data.

Please complete the **Questionnaire provided** in your proposal. Modifications to questions, misnumbered, incomplete, or unanswered questions will jeopardize a thorough understanding of your firm's proposal. Respond to **all** questions which relate to the proposal you are submitting.

When displaying your proposed fees, the Fee Quotation Form(s) must be completed. This information provided in any other format will make analysis and comparison difficult and other cost formats may not be accepted. Footnotes to the form(s) may be used to provide supplemental explanations, if necessary.

Your proposal is to conform to the specifications outlined herein. In the absence of any statement regarding deviations from these specifications, it will be assumed that your proposal **does** conform in every respect.

Your proposal should be submitted in the following format:

- Cover letter
- Vendor information sheet
- Fee Quotation Forms
- Plan comparison charts
- Answers to questions
- Complete all the forms in the **Procurement Section** of the exhibits.
- Required attachments
- Any additional attachments/marketing information not required but that you want to present

All proposals not received on the day and by the time specified on the previous page will not be accepted. You should be aware that the City requires a 150-day advance written notice of renewal action. Rates should be guaranteed from anniversary date to anniversary date. It is anticipated these programs will be effective January 1, 2005. The City intends to enter into a three-year contract with vendors with the ability to extend any resultant contracts for coverage(s) for up to an additional 48 months after initial 12-month period.

Proposals will be opened on the day and time specified on the first page of this letter. Proposals will be evaluated by the Insurance Committee based on a two-tiered ranking. The first ranking will be based on the services provided with the final ranking based on cost and services. The criteria to be used for both the preliminary and final ranking in the order of importance is as follows:

Basic Life, Voluntary Life, Short-Term Disability, Flexible Spending Account Administration:	Points Per Line of Coverage
Services/Benefit Schedule Matching Current/Proposed Plans	50 Points
Cost/Rate Guarantees/Caps/Not to Exceed*	50 Points
Dental	
Schedule of Benefits/Services	25 Points
Network of Providers	25 Points
Cost/Rate Guarantees/Caps/Not to Exceed*	50 Points

* City and Employee

The City requires a master contract reflecting the elimination of the actively-at-work restrictions or deferred effective date for insured employees and dependents eligible on the effective date of the contract. Employees enrolled in the plan outlined in this RFP will maintain existing coverage without being subjected to a waiting period. It is the intention of the City, should a change in carriers be affected that no employees or dependents suffer a loss of benefits by virtue of the change in carriers.

The City reserves the right:

- Accept or reject any and all proposals submitted;
- Waive any information or irregularities in any proposal, as deemed to be in the best interest of the City;
- Request additional information for all offerors;
- Select for contract negotiations the offeror’s proposal that, in the City’s judgment, best meets the City’s needs, regardless of any differences in estimated service fees between the offeror and all others;
- Negotiate modifications to the offeror’s proposal prior to final award; and
- Negotiate a contract that covers selected parts of a proposal, or a contract that will be interpreted for a period or terminated for lack of funds.

The City and its Insurance Committee also reserves the right to interview finalists, should it so choose, following the preliminary and final ranking process.

Proposals containing the lowest cost will not necessarily be implemented as the City recognizes that factors other than costs are important to the ultimate selection of the provider or providers of their benefit plan.

Beginning with receipt of the proposals, Segal will compile an analysis of the proposals received and present it to the City Insurance Committee for review. Based on the analysis of the proposals, the City Insurance Committee will make its recommendation to the City Council who will make all final decisions and the contract award. It is the City's intent to present its recommendations to the City Council for their consideration at a council meeting during the month of October 2004. The exact date has not been established.

We look forward to receiving a timely proposal from you that will provide complete and carefully prepared information. We believe this Request for Proposals will adequately provide you with the information necessary for you to submit a proposal. All questions must be submitted through ProposalTech or directed to Dan Zenko at danz@peoriaaz.com or fax to 623-773-7141.

The City reserves the right to request revisions to proposals during the Best and Final process.

Your cooperation is appreciated.

Sincerely,

Brenda McMillan

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TABLE OF CONTENTS

SECTION I	PROPOSAL INSTRUCTIONS AND CONDITIONS
SECTION II	GENERAL INFORMATION
SECTION III	QUESTIONNAIRE
SECTION IV	FEE QUOTATION FORM
SECTION V	PLAN COMPARISON CHARTS
SECTION VI	EXHIBITS
	A. VENDOR INFORMATION SHEET
	B. SUMMARY OF CURRENT BENEFITS
	C. EXPERIENCE REPORTS
	D. CENSUS

PROPOSAL INSTRUCTIONS AND CONDITIONS

General Proposal Conditions

Below are the general requirements for submitting proposals.

1. **Award or Rejection:** Any award will be made to that proposer whose proposal is deemed to be in the best interest of the plan sponsor. The plan sponsor reserves the right to reject any or all proposals.
2. **Costs for Proposal Preparation:** Any costs incurred by bidders in preparing or submitting proposals are the proposers' sole responsibility. Proposals will not be returned.
3. **Oral Explanations:** The plan sponsor will not be bound by oral explanations or instructions given during the competitive process or after the award of the contract.
4. **Time for Acceptance:** The proposer agrees to be bound by its proposal for a period of at least 120 days, during which time the plan sponsor and/or Segal may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only the portion so amended or clarified. Late proposals may not be accepted.
5. **Eligibility Rules:** The proposer agrees to the specified eligibility rules established by the Plan Sponsor. Any proposed modifications to the specified eligibility rules must be clearly pointed out in the appropriate section of the proposal.
6. **Exceptions:** Any exceptions to terms, conditions, or other requirements in any part of these specifications must be clearly pointed out in the appropriate section of the proposal. Otherwise, it will be considered that all items offered are in strict compliance with the specifications.
7. **Proposer's Representative:** The proposal must be signed by a legal representative of the proposing firm, who is authorized to bind the firm to a contract in the event of the award. All rates, fees and terms presented will be considered legally binding.
8. **General Compliance:** All proposer services must adhere to relevant federal and state laws and regulations.
9. **HIPAA Compliance:** All proposer systems and services must be in compliance with the HIPAA EDI, Privacy and Security regulations on the appropriate dates established by the Department of Health & Human Services.

It is assumed that all proposals submitted adhere to these conditions, unless otherwise noted in the proposal. Failure to meet any of these conditions may result in disqualification of proposal. This RFP and your response, including all subsequent documents provided during this RFP process will become the contract between the parties until replaced by a final written contract is signed.

GENERAL INFORMATION

The City offers a prepaid dental plan through Assurant Benefits and indemnity dental program through Delta Dental Plan of Arizona. Basic life, AD&D, dependent life and life is offered through Standard Insurance. Vision Service Plan (VSP) provides the vision program. Please note that the City changed its plan year from 7/1 to 1/1 effective 1/1/03.

The City is requesting proposals for basic life, voluntary life, vision, indemnity dental, pre-paid dental, **new** short-term disability and a **new** flexible spending account programs for employees and their eligible dependents. The anticipated effective date of any new coverage will be January 1, 2005. It is the intention of the City to maintain the current level of benefits on existing programs. Basic employee life employee dental and employee and dependent vision are paid by the City, with employees having the ability to purchase dependent life, voluntary life and dependent dental. For purposes of this proposal, assume the City will pay the cost of STD coverage, if implemented.

The following provides a summary of the categories of employees and dependents eligible for benefits.

- Eligible employees include a full-time or part-time employee must work a minimum of twenty (20) hours per week. An Employee will not be covered until his/her effective date of coverage.
- Eligible employees also include all City Council and appointees to a council seat are covered.
- Eligible dependents include an Employee's spouse under a legally valid, existing marriage. Dependents also include a dependent children who will be eligible for coverage until his or her nineteenth (19th) birthday unless the child is continuously attending an accredited institution as a full-time student may be eligible for coverage until his or her twenty-fifth birthday.
- Eligible dependents also include a child who is continuously incapable of self-sustaining employment because of a mental or physical handicap and who is chiefly dependent upon the Employee for support may be eligible for coverage beyond the limiting age if the child has been covered under prior credible coverage up to the day s/he reaches the limiting age.

For purposes of determining final rates, all proposals should be submitted net of commissions.

BASIC LIFE AND VOLUNTARY LIFE

Standard Insurance Company provides the City's current employee basic life, voluntary life, and dependent life. All eligible employees receive basic life & coverage paid by the City, as follows:

Class 1 - Mid-management, Department Heads and Charter Officers, 2 x earnings rounded to the next higher multiple of \$1,000, to a maximum of \$375,000.

Class 2 - All other members, 1 times earnings rounded to the next higher multiple of \$1,000, to a maximum of \$150,000.

Dep Life - Spouse \$1,000; Child \$1,000

Under the current employee voluntary life plan, an employee may elect up to \$250,000 in increments of \$10,000. The spouse coverage maximum is \$150,000 in increments of \$10,000. Dependent children may have a maximum benefit of \$10,000 in \$2,000 increments. The spouse and child coverage can not exceed 50 percent of the employee coverage amount.

Life and AD&D coverage reduces to 65% at age 65 and to 50% at age 70. Spouse coverage terminates at age 70.

Below is a history of the life premium rates and claims experience:

Life Rate History			
	2002	2003	2004
Basic Life (per \$1,000)	\$0.175	\$0.175	\$0.175
Basic AD&D (per \$1,000)	0.04	0.04	0.04
Dependent Life (per unit)	0.06	0.06	0.06

Premium, claims and enrollment history:

Life		
	2003	2004
Voluntary Life		
Paid Premium		
Paid Claims		
Approximate Year End Enrollment		
Basic Life		
Paid Premium		
Paid Claims		
Approximate Year End Enrollment		
AD&D		
Paid Premium		
Paid Claims		
Approximate Year End Enrollment		

Dependent Life		
Paid Premium		
Paid Claims		
Approximate Year End Enrollment		

Listed below are the Voluntary Life premium rates:

Voluntary Life Premiums		
2002 – 2004		
Age	Employee Rate per \$10,000	Spouse Rate per \$5,000
Under 30	\$0.85	\$0.425
30-34	0.90	0.45
35-39	1.20	0.60
40-44	1.90	0.95
45-49	3.30	1.65
50-54	5.10	2.55
55-59	8.50	4.25
60-64	9.60	4.80
65-69	17.90	8.95
70-74	29.40	14.70
75 and over	86.80	43.40
Child(ren) per \$2,000 Unit	\$0.18	

INDEMNITY DENTAL

The City's current indemnity dental plan carrier is Delta Dental Plan of Arizona.

The complete Schedule of Benefits is in the Exhibits. The current benefit summary is listed below:

Current Indemnity Dental Program	
Deductible	
Individual	\$50
Family	\$150
Coinsurance	
Routine* (Cleanings Twice Calendar Year)	80%
Basic	80%
Major	50%
Ortho (up to age 19)	50%
Annual Maximum	\$1,500
Ortho Maximum (lifetime)	\$2,000

* Deductible does not apply to these services

Listed below is a history of the indemnity dental rates, experience and enrollment.

Indemnity Dental Rate History Delta Dental		
Plan Year	1/1/2003 – 12/31/2003	1/1/2004 – 12/31/2004
Employee	\$25.19	\$27.00
Employee + 1	\$51.63	\$56.00
Employee + Family	\$94.57	\$102.00

Delta Dental Indemnity Dental Experience			
	1/1/02 – 12/31/02	1/1/03 – 12/31/03	1/1/04 – 7/31/04
Paid Premiums			
Paid Claims			

Indemnity Dental Enrollment			
	January 1, 2002	January 1, 2003	January 1, 2004
Enrollment			

In addition to providing a proposal to duplicate the current plan design, the City would also like to offer an alternative three tiered plan design, as follows:

Low Option – A plan with a \$25/\$75 deductible, then 50% on Preventive, Basic, Major and Orthodontia with a \$750 calendar year maximum and a \$1,000 orthodontia maximum. The plan should be similar to the out of pocket copay expense required by the prepaid plan, and, if implemented, would replace the prepaid plan.

Core Option - Current Indemnity Dental plan design.

High Option - Current Indemnity Dental plan design except increase Preventive to 100% and increase orthodontia to \$2,500.

In addition, please provide the cost impact to increase the orthodontia LTM to \$2,500 on the current plan design.

PREPAID DENTAL.

The City’s current prepaid dental program is the Summit Plan provided by Assurant Benefits. The City’s intention is to maintain a schedule of benefits that closely matches the current plan. The plan description may be found in the comparison charts and the Exhibits. Listed below is the premium rate history:

Prepaid Dental Premium Rates			
	1/1/02 – 12/31/02	1/1/03 – 12/31/03	1/1/04 – 12/31/04
Employee	\$10.27	\$10.27	\$10.27
Employee + 1	N/A	\$16.89	\$16.89
Employee + Family	\$22.32	\$26.14	\$26.14

The average enrollment in this plan for the past three calendar years has been _____, _____, and _____, respectively.

FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION

The City is seeking proposals to administer a FSA for its employees. The plan quoted should have a \$1,000 maximum on the Medical Care Reimbursement Account and \$5,000 for the Dependent Care Reimbursement Account. The minimum reimbursement should be \$50.

Please submit your proposal to administer a FSA for the employer based on the following services to be provided:

- Initial set-up of employee accounts.
- Processing of dependent care requests for reimbursement once per week and medical once per month.
- Ongoing record-keeping of accounts.
- Issuance of reimbursement drafts and pertinent documentation.
- Employee notification of account balances on a quarterly basis.
- Monthly accounting and statistical reports for the employer.
- Update participation and account deposits from a hard copy on a weekly basis.
- Discrimination testing.
- Preparation of W-2's for the Dependent Care Account participants.

If your proposal does not include **all** of these services, or includes additional services, please describe in detail. As part of your proposal, you must provide samples of the following material:

- Communication material
- Management reports
- Reimbursement drafts

Your proposal should outline how contributions, accounting and reimbursements are handled by your system. If a debit card is available, please note the cost separately.

SHORT-TERM DISABILITY

Currently the City does not offer a STD program.

Listed below are the benefits that they are requesting.

Short Term Disability Benefits (Proposed)	
Elimination Period	30 Days
Benefit Amount	66 2/3%
Benefit Period	26 Weeks
Maximum Weekly Benefit	\$2,000*

*Please provide the maximum weekly benefit possible.

As an alternative, you are also being asked to provide the rates for a 60-day elimination period.

VISION

Vision Service Plan (VSP) provides the City's current vision program. Listed below is the current schedule of benefits. Additional benefit information may be found in the Exhibits.

Current/Requested Schedule of Benefits	
Deductible	\$10 applied toward an exam and \$10 applied toward materials (lenses and/or frames).
Vision Exam	One every 12 months
Lenses	One pair every 12 months, if needed.
Frames	One every 24 months, if needed.
Contact Lenses	One pair every 12 months, if needed.

Out-of-Network Reimbursement Schedule	
Benefit	Amount up to Allowance
Vision Exam	\$35
Single Vision Lenses (pair)	25
Bifocal Lenses (pair)	40
Trifocal Lenses (pair)	50
Lenticular Lenses (pair)	100
Frames	45
Elective Contact Lenses (pair)	100
Required Contact Lenses (pair)	250

The City also contracts with VSP for the safety eyewear program for employees. The cost of this program is claims paid plus 15%.

Current and prior plan year rates are as follows:

	1/1/03 to 12/31/04
Employee	\$3.19
Family	\$7.10

QUESTIONNAIRES

For your convenience, the questionnaire is in MS Word format on the enclosed diskette. Please provide answers to the questions in hard copy and on the enclosed diskette.

DO NOT ALTER THE QUESTIONS

GENERAL INFORMATION AND HIPAA (ALL OFFERORS)	
	VENDOR RESPONSE
GENERAL INFORMATION QUESTIONS	
1. Are the rates or fees quoted in your proposal firm and will not be recalculated based on actual enrollment?	
2. a. Are your quoted rates guaranteed for a minimum of 12 months?	
b. If so, are you willing to guarantee rates for more than 12 months?	
3. Do you agree to give the City at least 150 days advance written notice of any change in fees/premium?	
4. Your proposal is to be submitted net of commissions. Is your quotation consistent with this request?	
5. Identify those individuals who would be responsible for the day to day service contact with the City.	
6. If your company is awarded this business, how soon after notification of the award would you be able to have a draft of the contract?	
7. What are the most recent ratings for your company by the following: Standard and Poors Duff and Phelps A.M. Best Moody's	Rating Date
8. If you were provided any individually identifiable health information (IIHI) by the City in order to price this proposal, do you understand that you are prohibited from using the IIHI for any purpose other than as required by law and further, agree to promptly destroy such data if you are NOT the successful Offerors?	

GENERAL INFORMATION AND HIPAA (ALL OFFERORS)	
	VENDOR RESPONSE
9. Enclose a copy of claims and appeals text you would like the City to consider adding to their Plan Document/SPD to outline the process for claims filing/payment and appeals with your organization.	
HIPAA QUESTIONS	
10. Indicate the name of the staff member(s) you have assigned as responsible for assuring your organization's HIPAA EDI, Privacy and Security compliance.	
11. Indicate any vendors to whom you will subcontract all or part of HIPAA EDI, Privacy or Security compliance, including system vendors, consultants, and clearinghouses, etc.	
12. Indicate which of the HIPAA EDI transactions listed below you will be performing as part of the services you offer for this Client?	
a. Eligibility and coverage verification <i>270/271 or NCPDP for PBMs</i>	
b. Enrollment and disenrollment 834	
c. Premium payment 820	
d. Claims and/or encounters 837 <i>or NCPDP for PBMs</i>	
e. Coordination of Benefits and provider claims 837 <i>or NCPDP for PBMs</i>	
f. Claims status and inquiry 276/277	
g. Referrals, preauths, certification appeals <i>278 or NCPDP for PBMs</i>	
h. Claims payment and EOBs 835	

GENERAL INFORMATION AND HIPAA (ALL OFFERORS)			
	VENDOR RESPONSE		
13. Indicate your current HIPAA EDI status by checking the appropriate column for each row:	Tested and ready to perform using HIPAA EDI format and content.	We currently are not HIPAA EDI ready for this transaction and operate under a contingency plan.	Not a transaction we plan to perform.
a. Eligibility and coverage verification 270/271 or NCPDP for PBMs			
b. Enrollment and disenrollment 834			
c. Premium payment 820			
d. Claims and/or encounters 837 or NCPDP for PBMs			
e. Coordination of Benefits and provider claims 837 or NCPDP for PBMs			
f. Claims status and inquiry 276/277			
g. Referrals, preauths, certification, appeals 278 or NCPDP for PBMs			
h. Claims payment and EOBs 835			
14. Is your organization accredited for any HIPAA services (e.g., via Claredi)?			
15. a. Are there any HIPAA transactions between this Client and your organization that you will require to be conducted using HIPAA EDI format and content ?			
b. If your answer to the above question is yes, which transactions?			
c. If this Client currently does not have the transactions you require in a HIPAA EDI ready format, how will you assist this Client?			

GENERAL INFORMATION AND HIPAA (ALL OFFERORS)	
	VENDOR RESPONSE
16. a. Do you have a website that details information about your policies and procedures for accepting and sending EDI transactions?	
b. If this client, or a provider, wants a copy of your Companion Guide for HIPAA EDI transactions , where does this document reside?	
17. Will you need the client to amend their health care ID card(s) to include information about how to submit HIPAA electronic transaction to your organization?	
18. List the clearinghouses who register your organization as a participating payer .	
19. For the clearinghouses you work with, who is paying the “click charges” for transactions conducted with these clearinghouses?	
20. What problems do you experience with the daily use of EDI transactions?	
21. Are you aware of any complaints that have been filed against your organization regarding HIPAA EDI or Privacy with the Centers for Medicare and Medicaid (CMS).	
22. Indicate the name and title of your firm’s Privacy Officer .	
23. a. If you are offering fully insured benefits to this Client, is your organization going to create and distribute the required HIPAA Privacy “Notice of Privacy Practice” to this Client’s plan participants as required by law?	
b. If you are offering fully insured benefits to this Client, do the plan documents you distribute to plan participants include the required HIPAA Privacy text including a discussion of the uses and disclosures of protected health information?	

<p>24. Have you performed or had an outside agency perform a Security Risk Assessment of your organization in the past 6 months to assess your current system and/or determine how it compares with the final HIPAA Security regulation with respect to administrative, physical and technical procedures, services, controls or safeguards?</p>	
<p>25. List the 5 most important steps your firm has/is taking in order to comply with the final HIPAA Security regulations.</p>	
<p>26. If this Client wants to transmit or receive electronic protected health information (ePHI), with your organization (such as may be part of an e-mail correspondence or eligibility inquiry), what protocol or methods will be required?</p>	
<p>27. Are you willing to sign a contract with this Client that indicates your firm will pay fines the Client may be assessed as a result of your firm's noncompliance with HIPAA EDI, Privacy and Security regulations?</p>	
<p>28. Outline the key steps you have taken to implement contract revisions that address HIPAA EDI, Privacy and Security regulation responsibilities of covered entities, business associates and trading partners with the various clients and firms with whom your firm interacts.</p>	
<p>29. If you anticipate a contract amendment or newly executed contract will be needed to address HIPAA compliance responsibilities, please attach a copy and highlight the text that addresses HIPAA.</p>	
<p>30. From what company has your firm purchased additional liability insurance in anticipation of HIPAA compliance responsibilities?</p>	
<p>31. How do you remain current on the latest HIPAA developments/changes?</p>	

INDEMNITY/PPO DENTAL	
	VENDOR RESPONSE
1. What is your company claims processing turn-around time for Dental claims not involving coordination of benefits?	
2. What percentile is used to determine "reasonable and customary"?	
4. a. Do you agree to provide regular reporting (<i>i.e.</i> , premium, claims, and utilization)?	
b. If so, list each report by type and frequency?	

For the following procedures, list the reasonable and customary allowance (in dollar amounts) that will apply under your dental plan, as of the projected plan effective date of January 1, 2005 and one year prior, for the City's location.

ADA Procedure Code	Description	Indemnity/PPO R&C Allowance	
		1/1/03	1/1/05
00120	Periodic Oral Exam		
00150	Comprehensive Oral Exam		
00210	X-Ray Intraoral, Complete Series, Including Bitewings		
01110	Prophy/Cleaning – Adult		
02120	Amalgam Restoration - 2 Surfaces Primary		
02150	Amalgam Restoration - 2 Surfaces Permanent		
02750	Crown - Porcelain fused to High Noble Metal*		
02962	Labial Veneer (Porcelain Laminate) Lab*		
03330	Root Canal Therapy – Molar		
04341	Periodontal Scaling & Root Planing - Per Quadrant		
05110	Complete Upper Denture*		
06750	Crown – Porcelain Fused to High Noble Metal, Per Unit*		
07110	Extraction - Single Tooth		
07230	Removal of Impacted Tooth – Partially Bony		
07240	Removal of Impacted Tooth – Completely Bony		

* Members are responsible for additional Lab fees for these services.

PREPAID DENTAL	
	VENDOR RESPONSE
1. Provide the following as part of your proposal: a. A schedule of benefits and copayments. b. A complete description of the benefit limitations and exclusions.	
2. What are your contract limitations relating to a pre-existing condition?	
3. a. Indicate any minimum enrollment requirements for employee and dependent participation in the dental plan. b. If these minimums are not achieved, what affect will it have on the policy (i.e., can it still be issued, but at different rates?).	
4. Provide your historical records regarding the time lag between a requested appointment and a scheduled appointment.	
6. What percent (and number) of your providers are open to new patients?	
7. What method do you use to verify that participants are treated the same as the provider's fee for service patients.	

For the following procedures, list the reasonable and customary allowance (in dollar amounts) that will apply under your dental plan, as of the projected plan effective date of January 1, 2005 and one year prior, for the City's location.

ADA Procedure Code	Description	Prepaid Dental Copay	
		1/1/04	1/1/05
00120	Periodic Oral Exam		
00150	Comprehensive Oral Exam		
00210	X-Ray Intraoral, Complete Series, Including Bitewings		
01110	Prophy/Cleaning – Adult		
02120	Amalgam Restoration - 2 Surfaces Primary		
02150	Amalgam Restoration - 2 Surfaces Permanent		
02750	Crown - Porcelain fused to High Noble Metal*		
02962	Labial Veneer (Porcelain Laminate) Lab*		
03330	Root Canal Therapy – Molar		
04341	Periodontal Scaling & Root Planing - Per Quadrant		
05110	Complete Upper Denture*		
06750	Crown – Porcelain Fused to High Noble Metal, Per Unit*		
07110	Extraction - Single Tooth		
07230	Removal of Impacted Tooth – Partially Bony		
07240	Removal of Impacted Tooth – Completely Bony		

* Members are responsible for additional Lab fees for these services.

POOLED BASIC LIFE	
	VENDOR RESPONSE
1. a. Does your contract include a conversion option?	
b. What is your charge per thousand to the policyholder for life insurance conversions?	
2. Does your contract provide terminal liability for waiver of premium claims upon termination of your master contract?	
3. Do you agree to provide the same coverage for currently insured individuals without requiring evidence of insurability?	
4. Does your policy include a provision through which an insured could receive full or partial payment of the life benefit upon being diagnosed as terminally ill?	
5. What other coverage enhancements does your policy contain (such as described in #4, above)?	
6. a. Do you agree to provide regular reporting (<i>i.e.</i> , premium, claims, and utilization)?	
	b. If so, list each report by type and frequency?

VOLUNTARY LIFE	
	VENDOR RESPONSE
1. What participation requirements are assumed in your proposal?	
2. a. Is this policy portable? b. Are ported <u>benefits</u> the same as actives? c. Are ported <u>rates</u> the same as actives? d. If c is no, what is the average percent of increase?	
3. Does your policy include a waiver of premium provision?	
4. Will current active participants (employees, spouses, and children) be allowed to purchase any difference in coverage between their current amount and the guarantee issue amount in your plan?	
5. Do you agree to grandfather current participants at their current amounts without evidence of insurability?	
6. Does your proposal assume: a. list bill? b. self-administration?	
7. a. Who is responsible for identifying when a participant moves into a new age bracket? b. What date does the new rate apply?	
8. a. Do you agree to provide regular reporting (<i>i.e.</i> , premium, claims, and utilization)? b. If so, list each report by type and frequency?	

SHORT-TERM DISABILITY	
	VENDOR RESPONSE
Disability Income	
1. If your company's contract includes integration with any other benefit, outline those contract provisions.	
2. If your short-term disability contract contains exclusion for alcoholism, psychiatric treatment or drug abuse, outline the specific exclusions that apply.	
3. a. How often will you verify the disability status of a claimant?	
b. How do you verify if an individual qualifies for disability payments?	
4. Do you agree to provide the same coverage for currently insured individuals without requiring evidence of insurability?	
5. Does your policy have any restrictions for pre-existing conditions?	
6. Are there actively-at-work provisions in your policy?	

VISION			
		VENDOR RESPONSE	
2.	a. State the number of employer groups currently utilizing the program.		
	b. How many employees does this represent?		
	c. Provide the most recent number of members (employees and dependents).		
3.	Indicate the number of providers for the areas listed. In addition, provide a copy of your most recent directory.		
	City Locations	Ophthalmologists	Optometrists
	Peoria		
	Glendale		
	Phoenix		
	Scottsdale		
	Mesa		
	Tempe		
	Chandler		
	Total		
4.	Indicate the number of locations for the areas listed.		
	City Locations	Ophthalmologists Exam Locations	Optometrists Exam Locations
	Peoria		
	Glendale		
	Phoenix		
	Scottsdale		
	Mesa		
	Tempe		
	Chandler		
	Total		

VISION			
		VENDOR RESPONSE	
5.	Do you anticipate a significant change in the size or location of your network in the next year, which would impact this City's population?		
7.	What communication materials (<i>i.e.</i> , I.D. cards) are provided to the employee to identify them as a member? (Provide a sample.)		
8.	How are your discounted prices calculated (<i>e.g.</i> , retail less percent discount, wholesale+)?		
9.	Is there a limit on the number of services or supplies that can be purchased at the discounted price?		
10.	Outline the charges applicable to standard size lenses (per pair) without scratch and UV coating:		
	Lens Type	Glass	Plastic
	Single		
	Bifocal		
	Trifocal		
	Progressive		
11.	What is the average charge for surface costs:		
	a. Scratch coat		
	b. UV		
	c. Tint		

FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION	
	VENDOR RESPONSE
1. Does your company charge an initial start-up fee? a. If so, please describe what services are provided in this fee. b. Is this a one-time charge or an annual fee?	
2. How often would reimbursements be made to participants? a. Healthcare reimbursement account? b. Dependent care reimbursement accounts?	
3. Do you recommend a minimum reimbursement level? If so, how much?	
4. Does your proposal have a minimum participation requirement? a. What happens if minimum is not achieved?	
5. How long after receipt of dependent care account deposit information are funds available to the participant for reimbursement?	
6. a. Do you agree to provide monthly management reports to the City? b. Are you capable of occasionally providing reports more frequently, when requested?	
7. Does your company require that the City provide access to employees to promote the sale of voluntary insurance products that can be included under the FSA plan?	
8. Will you agree to perform nondiscrimination testing to ensure the plan is in compliance with IRS Code Section 125 on an annual basis?	

FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION	
	VENDOR RESPONSE
9. a. Do your fees include the preparation of the plan document/summary plan description.	
b. Does your fee include the preparation and mailing of W-2 forms to participants for dependent care?	
10. Are the rates or fees quoted in your proposal firm and will not be recalculated based on actual enrollment?	
11. Indicate if your proposal includes the following: a. Confirmation of enrollment statement. b. Year-end statement of account balance. c. Quarterly statement of account balances. If not, describe any variations.	
12. a. Does your proposal include on-site enrollment meetings?	
b. Is there an additional charge for the enrollment meetings? If so, please describe.	
13. a. Do you provide communication materials?	
b. Is there an additional charge?	
c. If the City reproduced your communication material, will there be a charge?	
14. a. Do you require an initial deposit?	
b. If so, how much?	
15. Describe the cash flow from the time the City withholds funds from the employees' paycheck.	

FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATION	
	VENDOR RESPONSE
16. Is your proposal based on the assumption that checks/statements are mailed directly to the participant's address? If not, is there an additional fee?	
17. Do you offer direct deposit to participants?	
18. Describe the alternatives for dealing with terminated employees.	

FEE QUOTATION FORMS

BASIC LIFE

	Monthly Premium Rate
Basic Life (per \$1,000)	\$
Basic AD&D (\$1,000)	\$
Dependent Life (per unit)	\$
Rate Guarantee	
2005	
2006	
2007	
2008	

Assumptions:

Basic Life Annual Volume	
Basic AD&D	
Dependent Life Units	

_____ **Authorized Signature**

_____ **Carrier**

_____ **Date**

VOLUNTARY LIFE

Age	Monthly Premium Rate	
	Employee Rates Per \$10,000	Spouse Rates Per \$5,000
Under 30		
30 – 34		
35 – 39		
40 – 44		
45 – 49		
50 – 54		
55 – 59		
60 – 64		
65 – 69		
70 – 74		
75 or Over		
Child(ren) 2,000		
Rate Guarantee: 2005		
2006		
2007		
2008		
Coverage Increments: Employee		
Spouse		
Child(ren)		
Coverage Maximum: Employee		
Spouse		
Child(ren)		
Guarantee Issue: Employee		
Spouse		
Child(ren)		

Assumptions:

Current enrollment is in the census.

Authorized Signature

Carrier

Date

SHORT-TERM DISABILITY (STD)

Monthly Rate		
	30 DAYS	60 DAYS
Per \$10 of Weekly Benefit	\$	\$
Total Monthly Premium	\$	\$
Total Annual Premium	\$	\$
Rate Guarantee		
2005		
2006		
2007		
2008		
Rate Guarantee		

Assumptions:

Covered Payroll \$XXX,XXX

_____ **Authorized Signature**

_____ **Carrier**

_____ **Date**

PREPAID DENTAL PLAN

	Monthly Premium Rate
Employee	\$
Employee + 1 Dependent	\$
Employee + Family	\$
Total Monthly Premium	\$
Total Annual Premium	\$
Rate Guarantee	
2005	
2006	
2007	
2008	

Assumptions:

Employee Only	
Employee + 1 Dependent	
Employee + Family	

Authorized Signature

Carrier

Date

CURRENT INDEMNITY DENTAL PLAN

Premium Rates	
Employee	\$
Employee + 1 Dependent	\$
Employee + Family	\$
Total Monthly Premium	\$
Total Annual Premium	\$
Rate Guarantee	
2005	
2006	
2007	
2008	

Assumptions:

	Total
Employee Only	
Employee + 1 Dependent	
Employee + Family	

Authorized Signature

Carrier

Date

ALTERNATE INDEMNITY DENTAL PLAN

Premium Rates	LOW OPTION	CORE OPTION	HIGH OPTION
Employee	\$	\$	\$
Employee + 1 Dependent	\$	\$	\$
Employee + Family	\$	\$	\$
Total Monthly Premium	\$	\$	\$
Total Annual Premium	\$	\$	\$
Rate Guarantee			
2005			
2006			
2007			
2008			

Assumptions:

	Total
Employee Only	
Employee + 1 Dependent	
Employee + Family	

Authorized Signature

Carrier

Date

VISION PROGRAM

Plan Frequency Exam/Lenses/Contacts/Frames	Monthly Premium Rate
	12/12/12/24
Employee	\$
Employee + Family	\$
Minimum Participation Requirements	
Total Monthly Premium	\$
Total Annual Premium	\$
Rate Guarantee	
2005	
2006	
2007	
2008	

SAFETY EYEWARE PROGRAM

	Monthly Cost

Assumptions:

Employee Only	
Employee + Family	

Authorized Signature

Carrier

Date

FSA ADMINISTRATION

	Monthly Administration Fee
Health Care Reimbursement Account (HCRA)	\$
Dependent Care Reimbursement Account (DCRA)	\$
Both Accounts	\$
Debit Card	\$
Total Monthly Premium	\$
Total Annual Premium	\$
Initial Start-up Fee (If any)	\$
Annual Fee (If any)	\$
Participation Requirements	

Assumptions: (Please Complete)

Health Care Reimbursement Account (HCRA)	
Dependent Care Reimbursement Account (DCRA)	

_____ **Carrier**

_____ **Authorized Signature**

_____ **Date**

PLAN COMPARISON CHARTS

For your convenience, the plan comparison chart is in MS Word format. Please provide answers to the plan comparison charts.

**INSERT CURRENT AND ALTERNATE INDEMNITY DENTAL PLAN COMPARISON
CHARTS**

Prepaid Dental Plan Design Requested Schedule of Benefits			
ADA Code	Covered Plan Dentist Treatment	Current/Requested Copayment	Proposed Copayment
999	Appointments		
	Routine Office Visit	\$5.00	
9999	Missed Appointment without 24-Hour Notice	\$20.00	
210	Diagnostic		
	X-Ray – Intraoral, Comp. Series, Incl. Bitewings	\$5	
415	Bacterial Studies	No charge	
1110/1120	Preventive		
	Routine Cleaning Adult/Child to age 18	\$7/\$6	
1203	Fluoride Applications Child to age 18	No charge	
1330	Oral Hygiene Instruction	No charge	
1351	Application of Sealant, Per Tooth	\$10.00	
1510	Space Maintainer (Fixed) – Unilateral*	\$75	
1515	Space Maintainer (Fixed) – Bilateral*	\$80	
1520	Space Maintainer (Removable) - Unilateral	\$95	
1525	Space Maintainer (Removable) - Bilateral	\$95	
2110	Restorative (Fillings/Crowns)		
	Amalgam – One Surface, Primary	\$12	
	Amalgam – Two Surfaces, Primary	\$15	
	Amalgam – Three Surfaces, Primary	\$19	
	Amalgam – Four or more Surfaces, Primary	\$21	
	Amalgam – One Surface, Permanent	\$13	
	Amalgam – Two Surfaces, Permanent	\$17	
	Amalgam – Three Surfaces, Permanent	\$21	
	Amalgam – Four or more Surfaces, Permanent	\$29	
	Resin Filling – One Surface, Anterior	\$30	
	Resin Filling – Two Surfaces, Anterior	\$40	
2332	Resin Filling – Three Surfaces, Anterior	\$55	

Prepaid Dental Plan Design Requested Schedule of Benefits			
ADA Code	Covered Plan Dentist Treatment	Current/Requested Copayment	Proposed Copayment
2335	Resin Filling Four or more Surfaces, Anterior	\$70	
2385	Resin Filling – One Surface, Posterior, Permanent	\$40	
2386	Resin Filling – Two Surfaces, Posterior, Permanent	\$50	
2387	Resin Filling – Three Surfaces, Post, Perm	\$60	
2750	Crown – Porcelain Fused to High Noble Metal*	\$275	
2962	Labial Veneer (Porcelain Laminate) - Lab	\$315	
	Endodontics (Root Canals)		
3310	Root Canal – Anterior (excluding final restoration)	\$175	
3320	Root Canal – Bicuspid (excluding final restoration)	\$200	
3330	Root Canal – Molar (excluding final restoration)	\$265	
	Periodontics		
4341	Periodontal Scaling and Root Planing, Per Quadrant	\$90	
4355	Full Mouth Debridement (Complicated Cleaning)	\$45	
	Removable Prosthodontics (Dentures)		
5110	Complete Upper Denture*	\$360	
5120	Complete Lower Denture	\$360	
5211	Partial Denture – Upper Resin Base*	\$360	
5212	Partial Denture – Lower Resin Base*	\$360	
	Fixed Prosthodontics		
6750	Crown – Porcelain Fused to High Noble Metal, Per Unit*	\$275	
	Oral Surgery		
7110	Single Tooth Extraction	\$30	
7120	Each Additional Tooth Extraction, Per Visit	\$30	
7220	Removal of Impacted Tooth – Soft Tissue	\$85	
7230	Removal of Impacted Tooth – Partial Bony	\$100	
7240	Removal of Impacted Tooth – Complete Bony	\$120	
7241	Removal of Impacted Tooth – Complete Bony, with Complications	\$160	

* Members are responsible for additional lab fees for these services.

Complete the following for the Prepaid Dental providers in your network:

Location	Total Providers	Providers Open to New Patients	Specialists
Peoria			
Glendale			
Phoenix			
Scottsdale			
Mesa			
Tempe			
Chandler			

EXHIBITS

EXHIBIT A

VENDOR INFORMATION SHEET				
Organization Name _____				
Date Founded _____				
Contact Person's Name _____				
Title _____				
Address _____				
County/State _____				
Phone Number _____				
Fax Number _____				
E-mail Address _____				
Services Quoted		Yes	No	
Indemnity Dental				
Prepaid Dental				
Basic Life				
Voluntary Life				
Short Term Disability				
Vision				
Flexible Spending Account (FSA)				
Current References				
Company Name	Contact Name	Phone Number and County Location	Number of Employees	Contract Start Date
Recently Terminated Cities				
Company Name	Contact Name	Phone Number	Termination Reason	Termination Date

Authorized Signature

EXHIBIT B
SUMMARY OF CURRENT BENEFITS

Enhanced Plan B

Rates/Plan:	<u>CURRENT</u>
Employee Only	\$3.75
Employee + Family	\$8.34
Exam Every:	12 Months
Lenses Every:	12 Months
Frame Every:	24 Months

Allowances

Wholesale Frame Allowance:	\$46
Retail Frame Value:	\$120
Elective Contacts:	\$105
Covered Lens Options:	Polycarbonate Photochromic

Copayment:	Exam:	\$10
	Materials:	\$10

Out-of-Network Schedule

Examination, up to:	\$35
Single Vision Lenses, up to:	\$25
Bifocal Lenses, up to:	\$40
Trifocal Lenses, up to:	\$55
Frame, up to:	\$45
Elective Contact Lenses, up to:	\$105

EXHIBIT C
EXPERIENCE REPORTS

GROUP CLAIM EXPERIENCE
CITY OF PEORIA

AS OF DATE 08/31/2004 PAGE 1

RUN DATE 09/17/2004

FROM 01/1900 THRU 08/2004

CLAIM NUMBER	CLAIMANT NAME	S X	O COV	PD C	BIRTH	INCUR	APPROV	TERM	CAUSE CODE	P N	BENEFIT	AMOUNT PAID THIS PERIOD	TOTAL PAID THIS CLAIM	RESERVE END OF PERIOD	RESERVE BEG OF PERIOD
					1971	04/2003	06/2003	08/2003				34,000.00	34,000.00		
					COVERAGE - TERM							34,000.00	34,000.00		
					1955	09/2001	06/2003								
					1944	09/2002		02/2003						23,400.00	
					1944	09/2002		02/2003							
					1955	02/2003				P				45,000.00	
					1955	02/2003				P				23,250.00	
					1944			12/1999							
					SUBTOTAL PENDING - TPD2									68,250.00	
					SUBTOTAL OTHER - TPD2									23,400.00	
					COVERAGE - TPD2									91,650.00	
					1954	07/2001	12/2001	12/2001				1,000.00	1,000.00		
					1966	11/2002	12/2002	12/2002				1,000.00	1,000.00		
					2002	11/2002	01/2003	01/2003				1,000.00	1,000.00		
					1932	01/2003	02/2003	02/2003				1,000.00	1,000.00		
					1981	08/2003	11/2003	11/2003				1,000.00	1,000.00		
					1985	12/2003	01/2004	01/2004				1,000.00	1,000.00		
					1955	02/2000	07/2000	07/2000				1,000.00	1,000.00		
					COVERAGE - DEP							7,000.00	7,000.00		
					11/1971	04/2003	07/2003	08/2003				34,000.00	34,000.00		
					COVERAGE - AD&D							34,000.00	34,000.00		
					POLICY - XXXXXX							75,000.00	75,000.00	91,650.00	

THE INFORMATION IN THESE REPORTS IS CONFIDENTIAL AND PROPRIETARY. ~~IT IS NOT TO BE DISSEMINATED TO ANY OTHER PERSONNEL OR AN AUTHORIZED REPRESENTATIVE OF THE POLICE DEPARTMENT WITHOUT THE WRITTEN PERMISSION OF THE CHIEF OF POLICE. THESE REPORTS ARE THE PROPERTY OF THE POLICE DEPARTMENT AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.~~

e g e c e



INFORMATION ON CONTRACT 636133

14:37 Tuesday, September 14, 2004 1

COV	MONTH	PAID		LIVES	
		PREMIUM	CLAIMS	MEMBER	DEPENDENT
AD&D	08/2004	21,309	0	912	0
	12/2003	15,449	34,000	890	0
AD&D		36,758	34,000	1,802	0
DEP LIFE	08/2004	7,093	1,000	0	992
	12/2003	3,034	1,000	0	963
DEP LIFE		10,127	2,000	0	1,955
TERM LIFE	08/2004	99,266	0	912	0
	12/2003	72,575	34,000	890	0
TERM LIFE		171,840	34,000	1,802	0

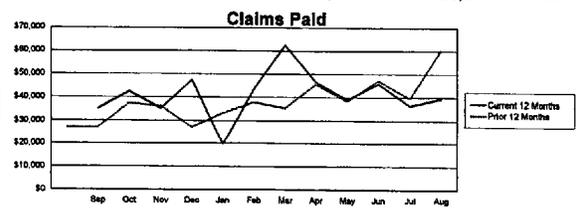
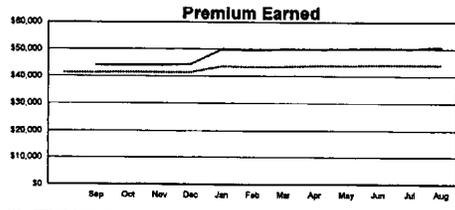
Dental Plan Management Report



Premium and Claims History

A summary of your earned premium and claims activity.

Invoice Month	Employee Count	Monthly Earned Premium	YTD Premium	Rolling 12 Premium	Claim Count	Monthly Paid Claims	YTD Paid Claims	Rolling 12 Claims	Rolling 12 Loss Ratio
Sep 2002	699	\$41,241	\$358,859	\$472,068	208	\$27,234	\$282,671	\$365,321	77.4%
Oct 2002	704	\$41,446	\$400,305	\$475,668	230	\$37,257	\$319,929	\$369,690	77.7%
Nov 2002	707	\$41,350	\$441,655	\$479,122	239	\$36,078	\$356,007	\$381,969	79.7%
Dec 2002	712	\$41,486	\$483,142	\$483,142	191	\$27,214	\$383,221	\$383,221	79.3%
Jan 2003	738	\$43,522	\$43,522	\$487,492	253	\$33,266	\$33,266	\$389,401	79.9%
Feb 2003	736	\$43,323	\$86,845	\$491,292	265	\$37,832	\$71,098	\$399,321	81.3%
Mar 2003	738	\$43,469	\$130,314	\$495,132	239	\$35,378	\$106,476	\$399,997	80.8%
Apr 2003	743	\$43,750	\$174,065	\$499,500	283	\$45,611	\$152,086	\$412,866	82.7%
May 2003	745	\$43,705	\$217,770	\$503,245	244	\$38,176	\$190,262	\$413,885	82.2%
Jun 2003	744	\$43,967	\$261,737	\$507,417	286	\$47,168	\$237,430	\$433,087	85.4%
Jul 2003	745	\$44,029	\$305,766	\$511,496	236	\$39,503	\$276,933	\$443,738	86.8%
Aug 2003	744	\$43,961	\$349,727	\$515,250	357	\$60,688	\$337,621	\$465,404	90.3%
Sep 2003	747	\$43,983	\$393,710	\$517,993	202	\$35,091	\$372,712	\$473,262	91.4%
Oct 2003	745	\$44,062	\$437,772	\$520,608	306	\$42,416	\$415,128	\$478,420	91.9%
Nov 2003	745	\$44,045	\$481,817	\$523,303	245	\$35,035	\$450,162	\$477,377	91.2%
Dec 2003	750	\$44,416	\$526,233	\$526,233	296	\$47,392	\$497,555	\$497,555	94.6%
Jan 2004	777	\$49,900	\$49,900	\$532,611	135	\$19,709	\$19,709	\$483,997	90.9%
Feb 2004	775	\$49,541	\$99,441	\$538,829	253	\$43,694	\$63,403	\$489,859	90.9%
Mar 2004	781	\$49,923	\$149,364	\$545,283	373	\$62,453	\$125,855	\$516,934	94.8%
Apr 2004	778	\$49,900	\$199,264	\$551,432	268	\$46,542	\$172,397	\$517,865	93.9%
May 2004	778	\$50,062	\$249,326	\$557,789	227	\$38,929	\$211,326	\$518,619	93.0%
Jun 2004	781	\$50,339	\$299,665	\$564,161	308	\$45,833	\$257,159	\$517,284	91.7%
Jul 2004	779	\$50,094	\$349,759	\$570,226	275	\$36,426	\$293,585	\$514,207	90.2%
Aug 2004	789	\$50,701	\$400,460	\$576,966	259	\$39,485	\$333,071	\$493,004	85.4%



CITY OF PEORIA
02220

Premium and Claims History

L FOR 18504



CLIENT UTILIZATION REPORT
FOR: PEORIA, CITY OF

GROUP ID: 12141098 Summary
CONTRACT TYPE: Risk
GROUP TYPE: Individually Rated

PAGE: 1
RUN DATE: 09 / 03 / 2004

PERIOD	NBR COVERED	GROSS \$	RETENTION \$	RETN %	NET \$	CLAIM \$	GAIN/LOSS \$	PLR %	AVG CLM COST	# CLMS PAID	PAID FREQ	REV/MBR
2001	9,030	\$60,517	\$10,889	18.0	\$49,628	\$33,095	\$16533	66	\$98.50	336	37	\$6.70
2002	9,926	\$65,034	\$11,706	18.0	\$53,328	\$42,020	\$11308	78	\$112.05	375	38	\$6.55
2003	10,457	\$68,631	\$12,354	18.0	\$56,278	\$65,803	\$-9525	116	\$144.94	454	43	\$6.56
SEP	849	\$5,618	\$1,011	18.0	\$4,607	\$4,775	\$-169	103	\$136.43	35	41	\$6.62
OCT	867	\$5,684	\$1,023	18.0	\$4,661	\$3,916	\$745	84	\$130.52	30	35	\$6.56
NOV	912	\$6,017	\$1,083	18.0	\$4,934	\$5,140	\$-206	104	\$142.79	36	39	\$6.60
DEC	866	\$5,689	\$1,024	18.0	\$4,665	\$6,979	\$-2313	149	\$162.29	43	50	\$6.57
JAN	892	\$5,863	\$1,055	18.0	\$4,808	\$5,097	\$-289	106	\$130.70	39	44	\$6.57
FEB	893	\$5,850	\$1,053	18.0	\$4,797	\$7,181	\$-2383	149	\$143.61	50	56	\$6.55
MAR	911	\$6,056	\$1,090	18.0	\$4,966	\$5,837	\$-872	117	\$138.99	42	46	\$6.65
APR	902	\$5,962	\$1,073	18.0	\$4,889	\$6,461	\$-1572	132	\$157.58	41	45	\$6.61
MAY	893	\$5,914	\$1,064	18.0	\$4,849	\$6,749	\$-1900	139	\$164.62	41	46	\$6.62
JUN	896	\$5,953	\$1,072	18.0	\$4,882	\$2,231	\$2651	45	\$148.74	15	17	\$6.64
JUL	909	\$6,047	\$1,088	18.0	\$4,959	\$9,820	\$-4862	198	\$151.08	65	72	\$6.65
AUG	887	\$5,865	\$1,056	18.0	\$4,809	\$10,656	\$-5847	221	\$152.22	70	79	\$6.61
LTM	10,677	\$70,518	\$12,693	18.0	\$57,825	\$74,843	\$-17018	129	\$147.62	507	47	\$6.60
ADJ	0	\$0	\$0	0.0	\$0	\$0	\$0	0	\$0.00	0	0	\$0.00
CC	17,640	\$116,141	\$20,905	18.0	\$95,236	\$119,836	\$-24600	125	\$146.68	817	46	\$6.58
YTD	7,183	\$47,510	\$8,552	18.0	\$38,958	\$54,033	\$-15075	138	\$148.85	363	51	\$6.61

MEMBERSHIP AVERAGES					MEMBERS				SPOUSE				DEPENDENTS					
PERIOD	REV/MBR	CLM \$	IND RATE	PNL %	PERIOD	CLMS \$	# CLMS	AVG COST	MBR %	CLMS \$	# CLMS	AVG COST	SP %	CLMS \$	# CLMS	AVG COST	DPT %	SP+ DEP %
2001	\$6.70	\$3.67	\$4.47	94	SEP	\$2,565	18	\$142.47	51	\$813	7	\$116.14	20	\$1,398	10	\$139.76	29	49
2002	\$6.55	\$4.23	\$5.16	93	OCT	\$1,968	14	\$140.58	47	\$801	6	\$133.50	20	\$1,147	10	\$114.66	33	53
2003	\$6.56	\$6.29	\$7.67	94	NOV	\$2,506	19	\$131.89	53	\$670	5	\$133.92	14	\$1,965	12	\$163.75	33	47
Q1	\$6.59	\$6.72	\$8.19	97	DEC	\$3,251	20	\$162.56	47	\$1,785	11	\$162.23	26	\$1,943	12	\$161.90	28	53
Q2	\$6.63	\$5.74	\$7.00	97	JAN	\$2,344	18	\$130.22	46	\$1,320	8	\$164.97	21	\$1,434	13	\$110.27	33	54
Q3	\$6.63	\$11.40	\$13.90	96	FEB	\$3,653	26	\$140.49	52	\$1,366	10	\$136.58	20	\$2,162	14	\$154.44	28	48
Q4	\$0.00	\$0.00	\$0.00	0	MAR	\$3,032	22	\$137.80	52	\$1,164	8	\$145.53	19	\$1,642	12	\$136.80	29	48
LTM	\$6.60	\$7.01	\$8.55	95	APR	\$2,689	18	\$149.39	44	\$2,577	15	\$171.81	37	\$1,195	8	\$149.34	20	56
CC	\$6.58	\$6.79	\$8.28	95	MAY	\$4,440	25	\$177.61	61	\$1,444	9	\$160.44	22	\$865	7	\$123.58	17	39
YTD	\$6.61	\$7.52	\$9.17	96	JUN	\$643	6	\$107.08	40	\$1,125	6	\$187.45	40	\$464	3	\$154.65	20	60
					JUL	\$5,135	32	\$160.48	49	\$1,383	9	\$153.62	14	\$3,303	24	\$137.61	37	51
					AUG	\$5,915	36	\$164.29	51	\$1,622	15	\$108.15	21	\$3,119	19	\$164.15	27	49
					TOT	\$38,140	254	\$150.16	50	\$16,069	109	\$147.42	21	\$20,634	144	\$143.29	28	50

ADJ - Adjustments
CC - Current Contract
LTM - Last Twelve Months
YTD - Year To Date

Passion for people. Vision for life. SM

EXHIBIT D

CENSUS

154451/03800.001

LIFE1X	E	7/1/1998	00978	20	\$44,870	00978	\$96,554	\$96,554
DEPLF	E	7/1/1999	00978	25	\$44,870	00978	\$96,554	\$96,554
LIFE1X	E	7/1/1998	00979	20	\$41,511	00979	\$96,377	\$96,377
DEPLF	E	7/1/1999	00979	25	\$41,511	00979	\$96,377	\$96,377
LIFE1X	E	7/1/1998	00983	20	\$41,511	00983	\$92,597	\$92,597
DEPLF	E	7/1/1999	00983	25	\$41,511	00983	\$92,597	\$92,597
LIFE1X	E	8/18/1999	00988	20	\$41,511	00988	\$92,500	\$92,500
DEPLF	E	7/1/1999	00988	25	\$41,511	00988	\$92,500	\$92,500
LIFE1X	E	1/4/2003	00987	20	\$48,863	00987	\$92,419	\$92,419
DEPLF	E	1/4/2003	00987	25	\$48,863	00987	\$92,419	\$92,419
LIFE1X	E	7/1/1999	01206	20	\$41,511	01206	\$92,110	\$92,110
DEPLF	E	7/1/1999	01206	25	\$41,511	01206	\$92,110	\$92,110
LIFE1X	E	7/1/1999	02104	20	\$41,511	02104	\$91,928	\$91,928
DEPLF	E	7/1/1999	02104	25	\$41,511	02104	\$91,928	\$91,928
LIFE1X	E	7/1/1999	02109	20	\$45,820	02109	\$90,886	\$90,886
DEPLF	E	7/1/1999	02109	25	\$45,820	02109	\$90,886	\$90,886
LIFE1X	E	7/1/1999	02438	20	\$45,820	02438	\$90,396	\$90,396
DEPLF	E	7/1/1999	02438	25	\$45,820	02438	\$90,396	\$90,396
LIFE1X	E	7/1/1999	02480	20	\$63,721	02480	\$90,314	\$90,314
DEPLF	E	7/1/1999	02480	25	\$63,721	02480	\$90,314	\$90,314
LIFE1X	E	7/1/1999	02504	20	\$61,416	02504	\$90,170	\$90,170
DEPLF	E	7/1/1999	02504	25	\$61,416	02504	\$90,170	\$90,170
LIFE1X	E	7/1/1999	02509	20	\$58,870	02509	\$89,752	\$89,752
DEPLF	E	7/1/1999	02509	25	\$58,870	02509	\$89,752	\$89,752
LIFE2X	E	7/1/1999	02517	20	\$92,597	02517	\$89,752	\$89,752
DEPLF	E	7/1/1999	02517	25	\$92,597	02517	\$89,752	\$89,752
LIFE1X	E	7/1/1999	02518	20	\$74,287	02518	\$89,610	\$89,610
DEPLF	E	7/1/1999	02518	25	\$74,287	02518	\$89,610	\$89,610
LIFE1X	E	7/1/1999	02519	20	\$59,390	02519	\$89,208	\$89,208
DEPLF	E	7/1/1999	02519	25	\$59,390	02519	\$89,208	\$89,208
LIFE2X	E	7/6/2002	02521	20	\$86,871	02521	\$89,010	\$89,010
DEPLF	E	7/6/2002	02521	25	\$86,871	02521	\$89,010	\$89,010
LIFE1X	E	7/1/1999	02522	20	\$58,870	02522	\$88,796	\$88,796
DEPLF	E	7/1/1999	02522	25	\$58,870	02522	\$88,796	\$88,796
LIFE1X	E	7/1/1999	02523	20	\$74,287	02523	\$88,457	\$88,457
DEPLF	E	7/1/1999	02523	25	\$74,287	02523	\$88,457	\$88,457
LIFE1X	E	7/1/1999	02525	20	\$58,870	02525	\$88,170	\$88,170
DEPLF	E	7/1/1999	02525	25	\$58,870	02525	\$88,170	\$88,170
LIFE1X	E	7/1/1999	02528	20	\$75,847	02528	\$87,724	\$87,724
DEPLF	E	7/1/1999	02528	25	\$75,847	02528	\$87,724	\$87,724
LIFE1X	E	9/13/2003	02530	20	\$60,794	02530	\$86,871	\$86,871
DEPLF	E	9/13/2003	02530	25	\$60,794	02530	\$86,871	\$86,871
LIFE1X	E	7/1/1999	02531	20	\$59,596	02531	\$86,551	\$86,551
DEPLF	E	7/1/1999	02531	25	\$59,596	02531	\$86,551	\$86,551
LIFE1X	E	7/1/1999	02533	20	\$61,470	02533	\$86,490	\$86,490
DEPLF	E	7/1/1999	02533	25	\$61,470	02533	\$86,490	\$86,490
LIFE1X	E	7/1/1999	02534	20	\$59,390	02534	\$85,586	\$85,586
DEPLF	E	7/1/1999	02534	25	\$59,390	02534	\$85,586	\$85,586
LIFE1X	E	9/1/2001	02535	20	\$72,334	02535	\$85,394	\$85,394
DEPLF	E	9/1/2001	02535	25	\$72,334	02535	\$85,394	\$85,394
LIFE1X	E	7/1/1999	02536	20	\$58,870	02536	\$85,394	\$85,394
DEPLF	E	7/1/1999	02536	25	\$58,870	02536	\$85,394	\$85,394
LIFE1X	E	7/1/1999	02538	20	\$58,870	02538	\$85,394	\$85,394
DEPLF	E	7/1/1999	02538	25	\$58,870	02538	\$85,394	\$85,394
LIFE1X	E	11/13/1999	02540	20	\$73,767	02540	\$84,465	\$84,465
DEPLF	E	11/13/1999	02540	25	\$73,767	02540	\$84,465	\$84,465
LIFE2X	E	7/1/1999	02541	20	\$101,704	02541	\$84,450	\$84,450
DEPLF	E	7/1/1999	02541	25	\$101,704	02541	\$84,450	\$84,450
LIFE1X	E	7/1/1999	02542	20	\$59,910	02542	\$84,033	\$84,033
DEPLF	E	7/1/1999	02542	25	\$59,910	02542	\$84,033	\$84,033
LIFE2X	E	7/1/1999	02543	20	\$90,886	02543	\$84,033	\$84,033
DEPLF	E	7/1/1999	02543	25	\$90,886	02543	\$84,033	\$84,033
LIFE1X	E	7/1/1999	02546	20	\$58,870	02546	\$83,971	\$83,971
DEPLF	E	7/1/1999	02546	25	\$58,870	02546	\$83,971	\$83,971
LIFE1X	E	10/14/2000	02549	20	\$58,870	02549	\$83,800	\$83,800
DEPLF	E	10/14/2000	02549	25	\$58,870	02549	\$83,800	\$83,800
LIFE1X	E	7/1/1999	02552	20	\$58,870	02552	\$82,500	\$82,500

DEPLF	E	7/1/1999	02552	25	\$58,870	02552	\$82,500	\$82,500
LIFE1X	E	7/1/1999	02569	20	\$45,820	02569	\$81,875	\$81,875
DEPLF	E	7/1/1999	02569	25	\$45,820	02569	\$81,875	\$81,875
LIFE1X	E	7/1/1999	02570	20	\$60,688	02570	\$81,328	\$81,328
DEPLF	E	7/1/1999	02570	25	\$60,688	02570	\$81,328	\$81,328
LIFE1X	E	7/1/1999	02582	20	\$43,613	02582	\$81,328	\$81,328
DEPLF	E	7/1/1999	02582	25	\$43,613	02582	\$81,328	\$81,328
LIFE2X	E	7/1/1999	02611	20	\$68,499	02611	\$80,794	\$80,794
DEPLF	E	7/1/1999	02611	25	\$68,499	02611	\$80,794	\$80,794
LIFE2X	E	7/1/1999	02627	20	\$92,110	02627	\$80,787	\$80,787
DEPLF	E	7/1/1999	02627	25	\$92,110	02627	\$80,787	\$80,787
LIFE1X	E	7/1/1999	02628	20	\$42,978	02628	\$79,604	\$79,604
DEPLF	E	7/1/1999	02628	25	\$42,978	02628	\$79,604	\$79,604
LIFE1X	E	7/1/1999	02635	20	\$45,820	02635	\$79,491	\$79,491
DEPLF	E	7/1/1999	02635	25	\$45,820	02635	\$79,491	\$79,491
LIFE1X	E	7/1/1999	02645	20	\$41,821	02645	\$77,455	\$77,455
DEPLF	E	7/1/1999	02645	25	\$41,821	02645	\$77,455	\$77,455
LIFE1X	E	7/1/1999	02648	20	\$49,344	02648	\$77,455	\$77,455
DEPLF	E	7/1/1999	02648	25	\$49,344	02648	\$77,455	\$77,455
LIFE1X	E	7/1/1999	02651	20	\$41,511	02651	\$77,455	\$77,455
DEPLF	E	7/1/1999	02651	25	\$41,511	02651	\$77,455	\$77,455
LIFE1X	E	7/1/1999	02652	20	\$70,254	02652	\$77,455	\$77,455
DEPLF	E	7/1/1999	02652	25	\$70,254	02652	\$77,455	\$77,455
LIFE1X	E	7/1/1999	02659	20	\$44,591	02659	\$77,455	\$77,455
DEPLF	E	7/1/1999	02659	25	\$44,591	02659	\$77,455	\$77,455
LIFE1X	E	7/1/1999	02671	20	\$63,721	02671	\$77,455	\$77,455
DEPLF	E	7/1/1999	02671	25	\$63,721	02671	\$77,455	\$77,455
LIFE1X	E	7/1/1999	02673	20	\$38,547	02673	\$77,455	\$77,455
DEPLF	E	7/1/1999	02673	25	\$38,547	02673	\$77,455	\$77,455
LIFE1X	E	7/1/1999	02674	20	\$57,223	02674	\$77,044	\$77,044
DEPLF	E	12/1/1999	02674	25	\$57,223	02674	\$77,044	\$77,044
LIFE2X	E	11/9/2002	02699	20	\$69,152	02699	\$76,896	\$76,896
DEPLF	E	11/9/2002	02699	25	\$69,152	02699	\$76,896	\$76,896
LIFE1X	E	7/1/1999	02701	20	\$38,348	02701	\$76,174	\$76,174
DEPLF	E	7/1/1999	02701	25	\$38,348	02701	\$76,174	\$76,174
LIFE1X	E	7/1/1999	02702	20	\$48,140	02702	\$75,847	\$75,847
DEPLF	E	7/1/1999	02702	25	\$48,140	02702	\$75,847	\$75,847
LIFE1X	E	7/1/1999	02703	20	\$45,820	02703	\$75,847	\$75,847
DEPLF	E	7/1/1999	02703	25	\$45,820	02703	\$75,847	\$75,847
LIFE1X	E	7/1/1999	02705	20	\$42,978	02705	\$75,847	\$75,847
DEPLF	E	7/1/1999	02705	25	\$42,978	02705	\$75,847	\$75,847
LIFE1X	E	7/1/1999	02706	20	\$48,234	02706	\$75,847	\$75,847
DEPLF	E	7/1/1999	02706	25	\$48,234	02706	\$75,847	\$75,847
LIFE1X	E	7/1/1999	02713	20	\$41,511	02713	\$75,535	\$75,535
DEPLF	E	7/1/1999	02713	25	\$41,511	02713	\$75,535	\$75,535
LIFE1X	E	7/3/2004	02715	20	\$44,003	02715	\$74,807	\$74,807
DEPLF	E	7/3/2004	02715	25	\$44,003	02715	\$74,807	\$74,807
LIFE1X	E	7/1/1999	02721	20	\$41,511	02721	\$74,495	\$74,495
DEPLF	E	7/1/1999	02721	25	\$41,511	02721	\$74,495	\$74,495
LIFE1X	E	7/1/1999	02722	20	\$43,613	02722	\$74,287	\$74,287
DEPLF	E	7/1/1999	02722	25	\$43,613	02722	\$74,287	\$74,287
LIFE1X	E	7/1/1999	02725	20	\$49,928	02725	\$74,287	\$74,287
DEPLF	E	7/1/1999	02725	25	\$49,928	02725	\$74,287	\$74,287
LIFE1X	E	7/1/1999	02730	20	\$34,486	02730	\$74,287	\$74,287
DEPLF	E	7/1/1999	02730	25	\$34,486	02730	\$74,287	\$74,287
LIFE1X	E	7/1/1999	02731	20	\$41,821	02731	\$73,767	\$73,767
DEPLF	E	7/1/1999	02731	25	\$41,821	02731	\$73,767	\$73,767
LIFE1X	E	7/1/1999	02738	20	\$44,703	02738	\$73,767	\$73,767
DEPLF	E	7/1/1999	02738	25	\$44,703	02738	\$73,767	\$73,767
LIFE1X	E	7/1/1999	02741	20	\$60,888	02741	\$73,767	\$73,767
DEPLF	E	7/1/1999	02741	25	\$60,888	02741	\$73,767	\$73,767
LIFE1X	E	7/1/1999	02745	20	\$41,511	02745	\$73,767	\$73,767
DEPLF	E	7/1/1999	02745	25	\$41,511	02745	\$73,767	\$73,767
LIFE1X	E	7/1/1999	02746	20	\$68,909	02746	\$73,767	\$73,767
DEPLF	E	7/1/1999	02746	25	\$68,909	02746	\$73,767	\$73,767
LIFE1X	E	7/1/1999	02747	20	\$40,150	02747	\$73,767	\$73,767
DEPLF	E	7/1/1999	02747	25	\$40,150	02747	\$73,767	\$73,767

LIFE1X	E	7/1/1999	02750	20	\$41,511	02750	\$73,767	\$73,767
DEPLF	E	7/1/1999	02750	25	\$41,511	02750	\$73,767	\$73,767
LIFE1X	E	7/1/1999	02758	20	\$44,591	02758	\$73,767	\$73,767
DEPLF	E	7/1/1999	02758	25	\$44,591	02758	\$73,767	\$73,767
LIFE1X	E	7/1/1999	02763	20	\$49,344	02763	\$73,767	\$73,767
DEPLF	E	7/1/1999	02763	25	\$49,344	02763	\$73,767	\$73,767
LIFE1X	E	7/1/1999	02764	20	\$46,968	02764	\$73,000	\$73,000
DEPLF	E	7/1/1999	02764	25	\$46,968	02764	\$73,000	\$73,000
LIFE1X	E	7/1/1999	02768	20	\$38,547	02768	\$72,517	\$72,517
DEPLF	E	7/1/1999	02768	25	\$38,547	02768	\$72,517	\$72,517
LIFE1X	E	7/1/1999	02802	20	\$39,327	02802	\$72,517	\$72,517
DEPLF	E	7/1/1999	02802	25	\$39,327	02802	\$72,517	\$72,517
LIFE1X	E	7/1/1999	02803	20	\$85,394	02803	\$72,334	\$72,334
DEPLF	E	7/1/1999	02803	25	\$85,394	02803	\$72,334	\$72,334
LIFE1X	E	7/1/1999	02805	20	\$57,797	02805	\$72,334	\$72,334
DEPLF	E	7/1/1999	02805	25	\$57,797	02805	\$72,334	\$72,334
LIFE1X	E	7/1/1999	02807	20	\$49,928	02807	\$72,334	\$72,334
DEPLF	E	7/1/1999	02807	25	\$49,928	02807	\$72,334	\$72,334
LIFE1X	E	7/1/1999	02810	20	\$49,928	02810	\$72,156	\$72,156
DEPLF	E	7/1/1999	02810	25	\$49,928	02810	\$72,156	\$72,156
LIFE1X	E	7/1/1999	02833	20	\$38,547	02833	\$71,619	\$71,619
DEPLF	E	7/1/1999	02833	25	\$38,547	02833	\$71,619	\$71,619
LIFE1X	E	7/1/1999	02834	20	\$38,547	02834	\$70,254	\$70,254
DEPLF	E	7/1/1999	02834	25	\$38,547	02834	\$70,254	\$70,254
LIFE1X	E	7/1/1999	02835	20	\$41,511	02835	\$70,254	\$70,254
DEPLF	E	7/1/1999	02835	25	\$41,511	02835	\$70,254	\$70,254
LIFE1X	E	7/1/1999	02836	20	\$38,547	02836	\$70,254	\$70,254
DEPLF	E	7/1/1999	02836	25	\$38,547	02836	\$70,254	\$70,254
LIFE1X	E	7/1/1999	02838	20	\$38,547	02838	\$70,254	\$70,254
DEPLF	E	7/1/1999	02838	25	\$38,547	02838	\$70,254	\$70,254
LIFE2X	E	7/1/1999	02842	20	\$96,554	02842	\$70,254	\$70,254
DEPLF	E	7/1/1999	02842	25	\$96,554	02842	\$70,254	\$70,254
LIFE2X	E	7/1/1999	02844	20	\$92,419	02844	\$70,254	\$70,254
DEPLF	E	7/1/1999	02844	25	\$92,419	02844	\$70,254	\$70,254
LIFE1X	E	7/1/1999	02854	20	\$66,909	02854	\$70,254	\$70,254
DEPLF	E	7/1/1999	02854	25	\$66,909	02854	\$70,254	\$70,254
LIFE1X	E	7/1/1999	02880	20	\$70,254	02880	\$70,254	\$70,254
DEPLF	E	7/1/1999	02880	25	\$70,254	02880	\$70,254	\$70,254
LIFE1X	E	7/1/1999	02884	20	\$41,148	02884	\$70,254	\$70,254
DEPLF	E	7/1/1999	02884	25	\$41,148	02884	\$70,254	\$70,254
LIFE1X	E	7/1/1999	02888	20	\$48,140	02888	\$70,254	\$70,254
DEPLF	E	7/1/1999	02888	25	\$48,140	02888	\$70,254	\$70,254
LIFE1X	E	7/1/1999	02889	20	\$66,909	02889	\$70,254	\$70,254
DEPLF	E	7/1/1999	02889	25	\$66,909	02889	\$70,254	\$70,254
LIFE2X	E	7/1/1999	02891	20	\$83,971	02891	\$70,254	\$70,254
DEPLF	E	7/1/1999	02891	25	\$83,971	02891	\$70,254	\$70,254
LIFE1X	E	7/1/1999	02892	20	\$45,820	02892	\$70,254	\$70,254
DEPLF	E	7/1/1999	02892	25	\$45,820	02892	\$70,254	\$70,254
LIFE1X	E	7/1/1999	02894	20	\$45,820	02894	\$69,147	\$69,147
DEPLF	E	7/1/1999	02894	25	\$45,820	02894	\$69,147	\$69,147
LIFE1X	E	7/1/1999	02909	20	\$44,703	02909	\$68,469	\$68,469
DEPLF	E	7/1/1999	02909	25	\$44,703	02909	\$68,469	\$68,469
LIFE1X	E	7/1/1999	02910	20	\$56,114	02910	\$68,455	\$68,455
DEPLF	E	7/1/1999	02910	25	\$56,114	02910	\$68,455	\$68,455
LIFE1X	E	7/1/1999	02917	20	\$48,968	02917	\$67,429	\$67,429
DEPLF	E	7/1/1999	02917	25	\$48,968	02917	\$67,429	\$67,429
LIFE1X	E	7/1/1999	02929	20	\$41,511	02929	\$66,909	\$66,909
DEPLF	E	7/1/1999	02929	25	\$41,511	02929	\$66,909	\$66,909
LIFE1X	E	7/1/1999	02931	20	\$52,424	02931	\$66,909	\$66,909
DEPLF	E	7/1/1999	02931	25	\$52,424	02931	\$66,909	\$66,909
LIFE1X	E	7/1/1999	02935	20	\$44,591	02935	\$66,909	\$66,909
DEPLF	E	7/1/1999	02935	25	\$44,591	02935	\$66,909	\$66,909
LIFE1X	E	7/1/1999	02936	20	\$46,562	02936	\$66,909	\$66,909
DEPLF	E	7/1/1999	02936	25	\$46,562	02936	\$66,909	\$66,909
LIFE1X	E	7/1/1999	02937	20	\$36,348	02937	\$66,909	\$66,909
DEPLF	E	7/1/1999	02937	25	\$36,348	02937	\$66,909	\$66,909
LIFE1X	E	7/1/1999	02964	20	\$41,511	02964	\$66,909	\$66,909
DEPLF	E	7/1/1999	02964	25	\$41,511	02964	\$66,909	\$66,909

DEPLF	E	7/1/1999	02964	25	\$41,511	02964	\$66,909	\$66,909
LIFE2X	E	7/1/1999	02970	20	\$90,314	02970	\$68,909	\$68,909
DEPLF	E	7/1/1999	02970	25	\$90,314	02970	\$68,909	\$68,909
LIFE1X	E	7/1/1999	02971	20	\$45,820	02971	\$68,909	\$68,909
DEPLF	E	7/1/1999	02971	25	\$45,820	02971	\$68,909	\$68,909
LIFE2X	E	5/15/2000	02975	20	\$88,796	02975	\$68,909	\$68,909
DEPLF	E	5/15/2000	02975	25	\$88,796	02975	\$68,909	\$68,909
LIFE1X	E	9/13/2003	02977	20	\$28,660	02977	\$68,909	\$68,909
DEPLF	E	9/13/2003	02977	25	\$28,660	02977	\$68,909	\$68,909
LIFE1X	E	7/1/1999	02979	20	\$45,286	02979	\$68,909	\$68,909
DEPLF	E	7/1/1999	02979	25	\$45,286	02979	\$68,909	\$68,909
LIFE1X	E	7/1/1999	02989	20	\$42,548	02989	\$68,909	\$68,909
DEPLF	E	7/1/1999	02989	25	\$42,548	02989	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03001	20	\$61,470	03001	\$68,909	\$68,909
DEPLF	E	7/1/1999	03001	25	\$61,470	03001	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03007	20	\$64,414	03007	\$68,909	\$68,909
DEPLF	E	7/1/1999	03007	25	\$64,414	03007	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03008	20	\$60,638	03008	\$68,909	\$68,909
DEPLF	E	7/1/1999	03008	25	\$60,638	03008	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03009	20	\$59,596	03009	\$68,909	\$68,909
DEPLF	E	7/1/1999	03009	25	\$59,596	03009	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03011	20	\$58,870	03011	\$68,909	\$68,909
DEPLF	E	7/1/1999	03011	25	\$58,870	03011	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03013	20	\$73,787	03013	\$68,909	\$68,909
DEPLF	E	7/1/1999	03013	25	\$73,787	03013	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03015	20	\$75,535	03015	\$68,909	\$68,909
DEPLF	E	7/1/1999	03015	25	\$75,535	03015	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03017	20	\$59,390	03017	\$68,909	\$68,909
DEPLF	E	7/1/1999	03017	25	\$59,390	03017	\$68,909	\$68,909
LIFE1X	E	4/13/2002	03018	20	\$59,390	03018	\$68,909	\$68,909
DEPLF	E	4/13/2002	03018	25	\$59,390	03018	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03019	20	\$59,390	03019	\$68,909	\$68,909
DEPLF	E	7/1/1999	03019	25	\$59,390	03019	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03020	20	\$58,870	03020	\$68,909	\$68,909
DEPLF	E	7/1/1999	03020	25	\$58,870	03020	\$68,909	\$68,909
LIFE1X	E	7/1/1999	03021	20	\$68,870	03021	\$64,958	\$64,958
DEPLF	E	7/1/1999	03021	25	\$68,870	03021	\$64,958	\$64,958
LIFE1X	E	7/1/1999	03022	20	\$74,495	03022	\$64,554	\$64,554
DEPLF	E	7/1/1999	03022	25	\$74,495	03022	\$64,554	\$64,554
LIFE1X	E	7/1/1999	03023	20	\$59,390	03023	\$64,449	\$64,449
DEPLF	E	7/1/1999	03023	25	\$59,390	03023	\$64,449	\$64,449
LIFE1X	E	7/1/1999	03025	20	\$68,870	03025	\$64,414	\$64,414
DEPLF	E	7/1/1999	03025	25	\$68,870	03025	\$64,414	\$64,414
LIFE1X	E	7/24/2004	03026	20	\$63,721	03026	\$64,386	\$64,386
DEPLF	E	7/24/2004	03026	25	\$63,721	03026	\$64,386	\$64,386
LIFE1X	E	5/10/2002	03027	20	\$59,390	03027	\$64,241	\$64,241
DEPLF	E	5/10/2002	03027	25	\$59,390	03027	\$64,241	\$64,241
LIFE1X	E	7/1/1999	03028	20	\$59,598	03028	\$63,721	\$63,721
DEPLF	E	7/1/1999	03028	25	\$59,598	03028	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03029	20	\$59,390	03029	\$63,721	\$63,721
DEPLF	E	7/1/1999	03029	25	\$59,390	03029	\$63,721	\$63,721
LIFE1X	E	2/5/2000	03030	20	\$75,847	03030	\$63,721	\$63,721
DEPLF	E	2/5/2000	03030	25	\$75,847	03030	\$63,721	\$63,721
LIFE1X	E	11/11/2000	03033	20	\$75,847	03033	\$63,721	\$63,721
DEPLF	E	11/11/2000	03033	25	\$75,847	03033	\$63,721	\$63,721
LIFE1X	E	8/18/2001	03034	20	\$75,847	03034	\$63,721	\$63,721
DEPLF	E	8/18/2001	03034	25	\$75,847	03034	\$63,721	\$63,721
LIFE1X	E	6/24/2000	03035	20	\$74,287	03035	\$63,721	\$63,721
DEPLF	E	6/24/2000	03035	25	\$74,287	03035	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03036	20	\$59,910	03036	\$63,721	\$63,721
DEPLF	E	7/1/1999	03036	25	\$59,910	03036	\$63,721	\$63,721
LIFE2X	E	7/24/2004	03037	20	\$84,450	03037	\$63,721	\$63,721
DEPLF	E	7/24/2004	03037	25	\$84,450	03037	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03038	20	\$59,596	03038	\$63,721	\$63,721
DEPLF	E	7/1/1999	03038	25	\$59,596	03038	\$63,721	\$63,721
LIFE1X	E	7/24/2004	03039	20	\$64,449	03039	\$63,721	\$63,721
DEPLF	E	7/24/2004	03039	25	\$64,449	03039	\$63,721	\$63,721

LIFE1X	E	7/1/1999	03040	20	\$59,390	03040	\$63,721	\$63,721
DEPLF	E	7/1/1999	03040	25	\$59,390	03040	\$63,721	\$63,721
LIFE1X	E	2/1/2003	03041	20	\$68,469	03041	\$63,721	\$63,721
DEPLF	E	2/1/2003	03041	25	\$68,469	03041	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03042	20	\$58,086	03042	\$63,721	\$63,721
DEPLF	E	7/1/1999	03042	25	\$58,086	03042	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03043	20	\$60,838	03043	\$63,721	\$63,721
DEPLF	E	7/1/1999	03043	25	\$60,838	03043	\$63,721	\$63,721
LIFE1X	E	9/23/2000	03044	20	\$58,794	03044	\$63,721	\$63,721
DEPLF	E	9/23/2000	03044	25	\$58,794	03044	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03045	20	\$57,626	03045	\$63,721	\$63,721
DEPLF	E	7/1/1999	03045	25	\$57,626	03045	\$63,721	\$63,721
LIFE1X	E	5/8/2004	03046	20	\$50,854	03046	\$63,721	\$63,721
DEPLF	E	5/8/2004	03046	25	\$50,854	03046	\$63,721	\$63,721
LIFE1X	E	4/13/2002	03048	20	\$72,334	03048	\$63,721	\$63,721
DEPLF	E	4/13/2002	03048	25	\$72,334	03048	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03049	20	\$57,106	03049	\$63,721	\$63,721
DEPLF	E	7/1/1999	03049	25	\$57,106	03049	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03052	20	\$58,586	03052	\$63,721	\$63,721
DEPLF	E	7/1/1999	03052	25	\$58,586	03052	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03054	20	\$57,106	03054	\$63,721	\$63,721
DEPLF	E	7/1/1999	03054	25	\$57,106	03054	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03056	20	\$58,586	03056	\$63,721	\$63,721
DEPLF	E	7/1/1999	03056	25	\$58,586	03056	\$63,721	\$63,721
LIFE1X	E	1/19/2002	03057	20	\$72,334	03057	\$63,721	\$63,721
DEPLF	E	1/19/2002	03057	25	\$72,334	03057	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03058	20	\$53,398	03058	\$63,721	\$63,721
DEPLF	E	7/1/1999	03058	25	\$53,398	03058	\$63,721	\$63,721
LIFE1X	E	7/24/2004	03061	20	\$64,241	03061	\$63,721	\$63,721
DEPLF	E	7/24/2004	03061	25	\$64,241	03061	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03062	20	\$57,626	03062	\$63,721	\$63,721
DEPLF	E	7/1/1999	03062	25	\$57,626	03062	\$63,721	\$63,721
LIFE1X	E	7/1/1999	03065	20	\$53,398	03065	\$63,218	\$63,218
DEPLF	E	7/1/1999	03065	25	\$53,398	03065	\$63,218	\$63,218
LIFE1X	E	7/1/1999	03070	20	\$51,374	03070	\$62,604	\$62,604
DEPLF	E	7/1/1999	03070	25	\$51,374	03070	\$62,604	\$62,604
LIFE1X	E	7/1/1999	03072	20	\$50,854	03072	\$61,470	\$61,470
DEPLF	E	7/1/1999	03072	25	\$50,854	03072	\$61,470	\$61,470
LIFE1X	E	7/1/1999	03073	20	\$51,374	03073	\$61,470	\$61,470
DEPLF	E	7/1/1999	03073	25	\$51,374	03073	\$61,470	\$61,470
LIFE1X	E	7/1/1999	03074	20	\$51,694	03074	\$61,416	\$61,416
DEPLF	E	7/1/1999	03074	25	\$51,694	03074	\$61,416	\$61,416
LIFE1X	E	8/17/2002	03077	20	\$67,429	03077	\$61,208	\$61,208
DEPLF	E	8/17/2002	03077	25	\$67,429	03077	\$61,208	\$61,208
LIFE1X	E	8/25/1999	03078	20	\$49,181	03078	\$60,888	\$60,888
DEPLF	E	8/25/1999	03078	25	\$49,181	03078	\$60,888	\$60,888
LIFE1X	E	7/8/1999	03079	20	\$48,433	03079	\$60,888	\$60,888
DEPLF	E	7/8/1999	03079	25	\$48,433	03079	\$60,888	\$60,888
LIFE1X	E	7/8/1999	03080	20	\$48,646	03080	\$60,888	\$60,888
DEPLF	E	7/8/1999	03080	25	\$48,646	03080	\$60,888	\$60,888
LIFE1X	E	7/30/1999	03082	20	\$49,473	03082	\$60,888	\$60,888
DEPLF	E	7/30/1999	03082	25	\$49,473	03082	\$60,888	\$60,888
LIFE1X	E	9/17/1999	03083	20	\$48,963	03083	\$60,888	\$60,888
DEPLF	E	9/17/1999	03083	25	\$48,963	03083	\$60,888	\$60,888
LIFE1X	E	9/17/1999	03084	20	\$49,993	03084	\$60,888	\$60,888
DEPLF	E	9/17/1999	03084	25	\$49,993	03084	\$60,888	\$60,888
LIFE1X	E	9/17/1999	03085	20	\$48,433	03085	\$60,888	\$60,888
DEPLF	E	10/9/1999	03085	25	\$48,433	03085	\$60,888	\$60,888
LIFE1X	E	7/1/1999	04002	20	\$45,820	04002	\$60,888	\$60,888
DEPLF	E	7/1/1999	04002	25	\$45,820	04002	\$60,888	\$60,888
LIFE1X	E	7/1/1999	04004	20	\$45,820	04004	\$60,888	\$60,888
DEPLF	E	7/1/1999	04004	25	\$45,820	04004	\$60,888	\$60,888
LIFE1X	E	7/1/1999	04005	20	\$68,009	04005	\$60,888	\$60,888
DEPLF	E	7/1/1999	04005	25	\$68,009	04005	\$60,888	\$60,888
LIFE1X	E	7/1/1999	04008	20	\$63,721	04008	\$60,888	\$60,888
DEPLF	E	7/1/1999	04008	25	\$63,721	04008	\$60,888	\$60,888
LIFE1X	E	7/1/1999	04009	20	\$41,511	04009	\$60,888	\$60,888
DEPLF	E	7/1/1999	04009	25	\$41,511	04009	\$60,888	\$60,888

DEPLF	E	7/1/1999	04009	25	\$41,511	04009	\$40,688	\$60,688
LIFE2X	E	2/2/2002	04010	20	\$84,465	04010	\$80,688	\$60,688
DEPLF	E	2/2/2002	04010	25	\$84,465	04010	\$80,688	\$60,688
LIFE1X	E	7/1/1999	04037	20	\$41,511	04037	\$40,638	\$60,638
DEPLF	E	7/1/1999	04037	25	\$41,511	04037	\$40,638	\$60,638
LIFE1X	E	7/1/1999	04038	20	\$41,511	04038	\$40,638	\$60,638
DEPLF	E	7/1/1999	04038	25	\$41,511	04038	\$40,638	\$60,638
LIFE1X	E	7/1/1999	04042	20	\$45,820	04042	\$40,120	\$60,120
DEPLF	E	7/1/1999	04042	25	\$45,820	04042	\$40,120	\$60,120
LIFE1X	E	7/1/1999	04047	20	\$45,483	04047	\$40,120	\$60,120
DEPLF	E	7/1/1999	04047	25	\$45,483	04047	\$40,120	\$60,120
LIFE1X	E	6/23/2001	04048	20	\$63,721	04048	\$60,120	\$60,120
DEPLF	E	6/23/2001	04048	25	\$63,721	04048	\$60,120	\$60,120
LIFE1X	E	7/1/1999	04050	20	\$39,991	04050	\$40,120	\$60,120
DEPLF	E	7/1/1999	04050	25	\$39,991	04050	\$40,120	\$60,120
LIFE1X	E	7/1/1999	04051	20	\$41,821	04051	\$59,910	\$59,910
DEPLF	E	7/1/1999	04051	25	\$41,821	04051	\$59,910	\$59,910
LIFE1X	E	7/1/1999	04052	20	\$48,234	04052	\$59,910	\$59,910
DEPLF	E	7/1/1999	04052	25	\$48,234	04052	\$59,910	\$59,910
LIFE1X	E	7/1/1999	04054	20	\$40,428	04054	\$59,598	\$59,598
DEPLF	E	7/1/1999	04054	25	\$40,428	04054	\$59,598	\$59,598
LIFE1X	E	7/1/1999	04055	20	\$48,234	04055	\$59,598	\$59,598
DEPLF	E	7/1/1999	04055	25	\$48,234	04055	\$59,598	\$59,598
LIFE1X	E	7/1/1999	04056	20	\$41,821	04056	\$59,598	\$59,598
DEPLF	E	7/1/1999	04056	25	\$41,821	04056	\$59,598	\$59,598
LIFE1X	E	7/1/1999	04057	20	\$41,821	04057	\$59,598	\$59,598
DEPLF	E	7/1/1999	04057	25	\$41,821	04057	\$59,598	\$59,598
LIFE1X	E	7/1/1999	04071	20	\$81,208	04071	\$59,598	\$59,598
DEPLF	E	7/1/1999	04071	25	\$81,208	04071	\$59,598	\$59,598
LIFE1X	E	7/1/1999	04073	20	\$42,548	04073	\$59,598	\$59,598
DEPLF	E	7/1/1999	04073	25	\$42,548	04073	\$59,598	\$59,598
LIFE1X	E	7/1/1999	04074	20	\$49,344	04074	\$59,390	\$59,390
DEPLF	E	7/1/1999	04074	25	\$49,344	04074	\$59,390	\$59,390
LIFE1X	E	7/1/1999	04079	20	\$57,223	04079	\$59,390	\$59,390
DEPLF	E	7/1/1999	04079	25	\$57,223	04079	\$59,390	\$59,390
LIFE1X	E	7/1/1999	04118	20	\$60,688	04118	\$59,390	\$59,390
DEPLF	E	7/1/1999	04118	25	\$60,688	04118	\$59,390	\$59,390
LIFE1X	E	7/1/1999	04119	20	\$55,047	04119	\$59,390	\$59,390
DEPLF	E	7/1/1999	04119	25	\$55,047	04119	\$59,390	\$59,390
LIFE1X	E	7/1/1999	04121	20	\$57,223	04121	\$59,390	\$59,390
DEPLF	E	7/1/1999	04121	25	\$57,223	04121	\$59,390	\$59,390
LIFE1X	E	7/1/1999	04123	20	\$45,223	04123	\$59,390	\$59,390
DEPLF	E	7/1/1999	04123	25	\$45,223	04123	\$59,390	\$59,390
LIFE1X	E	11/22/2003	04124	20	\$14,330	04124	\$59,390	\$59,390
DEPLF	E	11/22/2003	04124	25	\$14,330	04124	\$59,390	\$59,390
LIFE1X	E	8/23/2001	04127	20	\$47,551	04127	\$59,390	\$59,390
DEPLF	E	8/23/2001	04127	25	\$47,551	04127	\$59,390	\$59,390
LIFE1X	E	7/21/2001	04135	20	\$57,223	04135	\$59,390	\$59,390
DEPLF	E	7/21/2001	04135	25	\$57,223	04135	\$59,390	\$59,390
LIFE1X	E	7/1/1999	04145	20	\$37,209	04145	\$58,870	\$58,870
DEPLF	E	7/1/1999	04145	25	\$37,209	04145	\$58,870	\$58,870
LIFE1X	E	7/1/1999	04153	20	\$37,606	04153	\$58,870	\$58,870
DEPLF	E	7/1/1999	04153	25	\$37,606	04153	\$58,870	\$58,870
LIFE1X	E	7/1/1999	04156	20	\$41,511	04156	\$58,870	\$58,870
DEPLF	E	7/1/1999	04156	25	\$41,511	04156	\$58,870	\$58,870
LIFE1X	E	7/1/1999	04158	20	\$37,606	04158	\$58,870	\$58,870
DEPLF	E	7/1/1999	04158	25	\$37,606	04158	\$58,870	\$58,870
LIFE2X	E	7/1/1999	04161	20	\$86,551	04161	\$58,870	\$58,870
DEPLF	E	7/1/1999	04161	25	\$86,551	04161	\$58,870	\$58,870
LIFE1X	E	7/1/1999	04163	20	\$63,218	04163	\$58,870	\$58,870
DEPLF	E	7/1/1999	04163	25	\$63,218	04163	\$58,870	\$58,870
LIFE1X	E	7/1/1999	04164	20	\$49,391	04164	\$58,870	\$58,870
DEPLF	E	7/1/1999	04164	25	\$49,391	04164	\$58,870	\$58,870
LIFE1X	E	7/1/1999	04170	20	\$38,547	04170	\$58,870	\$58,870
DEPLF	E	7/1/1999	04170	25	\$38,547	04170	\$58,870	\$58,870
LIFE1X	E	7/1/1999	04171	20	\$46,966	04171	\$58,870	\$58,870
DEPLF	E	7/1/1999	04171	25	\$46,966	04171	\$58,870	\$58,870

LIF2.5	E	8/20/1999	04201	20	\$120,752	04201	\$58,870	\$58,870
DEPLF	E	7/1/1999	04201	25	\$120,752	04201	\$58,870	\$58,870
LIFE1X	E	7/1/1999	04203	20	\$45,093	04203	\$58,870	\$58,870
DEPLF	E	7/1/1999	04203	25	\$45,093	04203	\$58,870	\$58,870
LIFE1X	E	7/1/1999	04204	20	\$55,047	04204	\$58,870	\$58,870
DEPLF	E	7/1/1999	04204	25	\$55,047	04204	\$58,870	\$58,870
LIFE1X	E	7/3/2004	04215	20	\$43,813	04215	\$58,870	\$58,870
DEPLF	E	7/3/2004	04215	25	\$43,813	04215	\$58,870	\$58,870
LIFE2X	E	7/1/1999	04220	20	\$137,529	04220	\$99,870	\$99,870
DEPLF	E	7/1/1999	04220	25	\$137,529	04220	\$58,870	\$58,870
LIFE1X	E	7/1/1999	04226	20	\$39,991	04226	\$58,852	\$58,852
DEPLF	E	7/1/1999	04226	25	\$39,991	04226	\$58,852	\$58,852
LIFE1X	E	7/1/1999	04227	20	\$46,562	04227	\$58,627	\$58,627
DEPLF	E	7/1/1999	04227	25	\$46,562	04227	\$58,627	\$58,627
LIFE2X	E	7/1/1999	04228	20	\$96,377	04228	\$57,797	\$57,797
DEPLF	E	7/1/1999	04228	25	\$96,377	04228	\$57,797	\$57,797
LIFE2X	E	7/1/1999	04229	20	\$79,491	04229	\$57,797	\$57,797
DEPLF	E	7/1/1999	04229	25	\$79,491	04229	\$57,797	\$57,797
LIFE1X	E	7/28/2004	04231	20	\$29,378	04231	\$57,797	\$57,797
DEPLF	E	7/28/2004	04231	25	\$29,378	04231	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04246	20	\$41,511	04246	\$57,797	\$57,797
DEPLF	E	7/1/1999	04246	25	\$41,511	04246	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04256	20	\$53,204	04256	\$57,797	\$57,797
DEPLF	E	7/1/1999	04256	25	\$53,204	04256	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04258	20	\$42,938	04258	\$57,797	\$57,797
DEPLF	E	7/1/1999	04258	25	\$42,938	04258	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04288	20	\$45,820	04288	\$57,797	\$57,797
DEPLF	E	7/1/1999	04288	25	\$45,820	04288	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04289	20	\$16,800	04289	\$57,797	\$57,797
DEPLF	E	7/1/1999	04289	25	\$16,800	04289	\$57,797	\$57,797
LIFE1X	E	8/2/2000	04292	20	\$42,031	04292	\$57,797	\$57,797
DEPLF	E	7/1/1999	04292	25	\$42,031	04292	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04296	20	\$49,928	04296	\$57,797	\$57,797
DEPLF	E	7/1/1999	04296	25	\$49,928	04296	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04304	20	\$49,928	04304	\$57,797	\$57,797
DEPLF	E	7/1/1999	04304	25	\$49,928	04304	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04305	20	\$66,909	04305	\$57,797	\$57,797
DEPLF	E	7/1/1999	04305	25	\$66,909	04305	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04311	20	\$57,797	04311	\$57,797	\$57,797
DEPLF	E	7/1/1999	04311	25	\$57,797	04311	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04314	20	\$41,511	04314	\$57,797	\$57,797
DEPLF	E	7/1/1999	04314	25	\$41,511	04314	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04317	20	\$50,072	04317	\$57,797	\$57,797
DEPLF	E	7/1/1999	04317	25	\$50,072	04317	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04320	20	\$69,147	04320	\$57,797	\$57,797
DEPLF	E	7/1/1999	04320	25	\$69,147	04320	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04321	20	\$44,439	04321	\$57,797	\$57,797
DEPLF	E	7/1/1999	04321	25	\$44,439	04321	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04322	20	\$46,562	04322	\$57,797	\$57,797
DEPLF	E	7/1/1999	04322	25	\$46,562	04322	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04323	20	\$46,234	04323	\$57,797	\$57,797
DEPLF	E	7/1/1999	04323	25	\$46,234	04323	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04324	20	\$72,517	04324	\$57,797	\$57,797
DEPLF	E	7/1/1999	04324	25	\$72,517	04324	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04325	20	\$38,319	04325	\$57,797	\$57,797
DEPLF	E	7/1/1999	04325	25	\$38,319	04325	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04327	20	\$29,378	04327	\$57,797	\$57,797
DEPLF	E	7/1/1999	04327	25	\$29,378	04327	\$57,797	\$57,797
LIFE2X	E	7/1/1999	04329	20	\$90,396	04329	\$57,797	\$57,797
DEPLF	E	7/1/1999	04329	25	\$90,396	04329	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04330	20	\$45,820	04330	\$57,797	\$57,797
DEPLF	E	7/1/1999	04330	25	\$45,820	04330	\$57,797	\$57,797
LIFE1X	E	7/1/1999	04334	20	\$44,703	04334	\$57,628	\$57,628
DEPLF	E	7/1/1999	04334	25	\$44,703	04334	\$57,628	\$57,628
LIFE1X	E	7/1/1999	04337	20	\$70,254	04337	\$57,628	\$57,628
DEPLF	E	7/1/1999	04337	25	\$70,254	04337	\$57,628	\$57,628
LIFE1X	E	7/1/1999	04348	20	\$63,721	04348	\$57,223	\$57,223

DEPLF	E	7/1/1999	04348	25	\$63,721	04348	\$57,223	\$57,223
LIFE1X	E	9/17/1999	04366	20	\$51,582	04366	\$57,223	\$57,223
DEPLF	E	9/17/1999	04366	25	\$51,582	04366	\$57,223	\$57,223
LIFE1X	E	7/1/1999	04368	20	\$36,889	04368	\$57,223	\$57,223
DEPLF	E	7/1/1999	04368	25	\$36,889	04368	\$57,223	\$57,223
LIFE1X	E	7/1/1999	04387	20	\$63,721	04387	\$57,223	\$57,223
DEPLF	E	7/1/1999	04387	25	\$63,721	04387	\$57,223	\$57,223
LIFE1X	E	7/1/1999	04410	20	\$47,551	04410	\$57,223	\$57,223
DEPLF	E	7/1/1999	04410	25	\$47,551	04410	\$57,223	\$57,223
LIFE1X	E	7/1/1999	04413	20	\$63,721	04413	\$57,223	\$57,223
DEPLF	E	7/1/1999	04413	25	\$63,721	04413	\$57,223	\$57,223
LIFE1X	E	7/1/1999	04426	20	\$73,767	04426	\$57,106	\$57,106
DEPLF	E	7/1/1999	04426	25	\$73,767	04426	\$57,106	\$57,106
LIFE1X	E	7/7/2001	04447	20	\$57,797	04447	\$57,106	\$57,106
DEPLF	E	7/7/2001	04447	25	\$57,797	04447	\$57,106	\$57,106
LIFE1X	E	7/1/1999	04448	20	\$60,688	04448	\$57,106	\$57,106
DEPLF	E	7/1/1999	04448	25	\$60,688	04448	\$57,106	\$57,106
LIFE1X	E	7/1/1999	04461	20	\$41,511	04461	\$58,580	\$58,580
DEPLF	E	7/1/1999	04461	25	\$41,511	04461	\$58,580	\$58,580
LIFE1X	E	7/1/1999	04463	20	\$41,511	04463	\$58,580	\$58,580
DEPLF	E	7/1/1999	04463	25	\$41,511	04463	\$58,580	\$58,580
LIFE1X	E	7/1/1999	04465	20	\$42,291	04465	\$58,580	\$58,580
DEPLF	E	7/1/1999	04465	25	\$42,291	04465	\$58,580	\$58,580
LIFE1X	E	7/1/1999	04468	20	\$49,391	04468	\$58,580	\$58,580
DEPLF	E	7/1/1999	04468	25	\$49,391	04468	\$58,580	\$58,580
LIFE1X	E	7/1/1999	04515	20	\$16,800	04515	\$58,068	\$58,068
DEPLF	E	7/1/1999	04515	25	\$16,800	04515	\$58,068	\$58,068
LIFE1X	E	7/1/1999	04520	20	\$42,548	04520	\$56,066	\$56,066
DEPLF	E	8/27/1999	04520	25	\$42,548	04520	\$56,066	\$56,066
LIFE1X	E	7/1/1999	04526	20	\$37,797	04526	\$56,066	\$56,066
DEPLF	E	7/1/1999	04526	25	\$37,797	04526	\$56,066	\$56,066
LIFE1X	E	7/1/1999	04533	20	\$51,842	04533	\$56,066	\$56,066
DEPLF	E	7/1/1999	04533	25	\$51,842	04533	\$56,066	\$56,066
LIFE1X	E	7/1/1999	04545	20	\$47,551	04545	\$55,047	\$55,047
DEPLF	E	7/1/1999	04545	25	\$47,551	04545	\$55,047	\$55,047
LIFE1X	E	7/1/1999	04560	20	\$45,820	04560	\$55,047	\$55,047
DEPLF	E	7/1/1999	04560	25	\$45,820	04560	\$55,047	\$55,047
LIFE1X	E	7/1/1999	04562	20	\$38,547	04562	\$55,047	\$55,047
DEPLF	E	7/1/1999	04562	25	\$38,547	04562	\$55,047	\$55,047
LIFE1X	E	6/24/2000	04572	20	\$37,606	04572	\$55,047	\$55,047
DEPLF	E	6/24/2000	04572	25	\$37,606	04572	\$55,047	\$55,047
LIFE1X	E	7/1/1999	04574	20	\$40,498	04574	\$55,047	\$55,047
DEPLF	E	7/1/1999	04574	25	\$40,498	04574	\$55,047	\$55,047
LIFE1X	E	7/1/1999	04575	20	\$45,820	04575	\$55,047	\$55,047
DEPLF	E	7/1/1999	04575	25	\$45,820	04575	\$55,047	\$55,047
LIFE1X	E	7/1/1999	04583	20	\$54,467	04583	\$55,047	\$55,047
DEPLF	E	7/1/1999	04583	25	\$54,467	04583	\$55,047	\$55,047
LIFE1X	E	5/11/2002	04638	20	\$31,400	04638	\$55,047	\$55,047
DEPLF	E	9/14/2001	04638	25	\$31,400	04638	\$55,047	\$55,047
LIFE1X	E	7/1/1999	04649	20	\$38,547	04649	\$55,047	\$55,047
DEPLF	E	7/1/1999	04649	25	\$38,547	04649	\$55,047	\$55,047
LIFE1X	E	7/1/1999	04677	20	\$52,424	04677	\$55,047	\$55,047
DEPLF	E	7/1/1999	04677	25	\$52,424	04677	\$55,047	\$55,047
LIFE2X	E	7/1/1999	04679	20	\$100,874	04679	\$55,047	\$55,047
DEPLF	E	7/1/1999	04679	25	\$100,874	04679	\$55,047	\$55,047
LIFE1X	E	7/1/1999	04686	20	\$46,210	04686	\$55,047	\$55,047
DEPLF	E	7/1/1999	04686	25	\$46,210	04686	\$55,047	\$55,047
LIFE1X	E	7/1/1999	04687	20	\$41,511	04687	\$55,047	\$55,047
DEPLF	E	7/1/1999	04687	25	\$41,511	04687	\$55,047	\$55,047
LIFE2X	E	7/1/1999	04688	20	\$125,000	04688	\$54,467	\$54,467
DEPLF	E	7/1/1999	04688	25	\$125,000	04688	\$54,467	\$54,467
LIFE1X	E	7/1/1999	04698	20	\$43,131	04698	\$54,467	\$54,467
DEPLF	E	7/1/1999	04698	25	\$43,131	04698	\$54,467	\$54,467
LIFE1X	E	7/1/1999	04764	20	\$49,928	04764	\$54,467	\$54,467
DEPLF	E	7/1/1999	04764	25	\$49,928	04764	\$54,467	\$54,467
LIFE1X	E	7/1/1999	04767	20	\$55,047	04767	\$54,467	\$54,467
DEPLF	E	7/1/1999	04767	25	\$55,047	04767	\$54,467	\$54,467

LIFE1X	E	7/26/2004	04769	20	\$22,391	04769	\$54,126	\$54,126
DEPLF	E	7/26/2004	04769	25	\$22,391	04769	\$54,126	\$54,126
LIFE1X	E	7/1/1999	04779	20	\$41,511	04779	\$53,917	\$53,917
DEPLF	E	7/1/1999	04779	25	\$41,511	04779	\$53,917	\$53,917
LIFE1X	E	7/1/1999	04780	20	\$86,909	04780	\$53,398	\$53,398
DEPLF	E	7/1/1999	04780	25	\$86,909	04780	\$53,398	\$53,398
LIFE1X	E	7/1/1999	04782	20	\$82,604	04782	\$53,398	\$53,398
DEPLF	E	7/1/1999	04782	25	\$82,604	04782	\$53,398	\$53,398
LIFE1X	E	7/1/1999	04783	20	\$50,887	04783	\$53,398	\$53,398
DEPLF	E	7/1/1999	04783	25	\$50,887	04783	\$53,398	\$53,398
LIFE1X	E	7/1/1999	04800	20	\$49,928	04800	\$53,204	\$53,204
DEPLF	E	7/1/1999	04800	25	\$49,928	04800	\$53,204	\$53,204
LIFE1X	E	7/1/1999	04805	20	\$38,547	04805	\$52,882	\$52,882
DEPLF	E	7/1/1999	04805	25	\$38,547	04805	\$52,882	\$52,882
LIFE1X	E	7/1/1999	04810	20	\$49,344	04810	\$52,882	\$52,882
DEPLF	E	7/1/1999	04810	25	\$49,344	04810	\$52,882	\$52,882
LIFE1X	E	7/1/1999	04811	20	\$51,842	04811	\$52,424	\$52,424
DEPLF	E	7/1/1999	04811	25	\$51,842	04811	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04819	20	\$41,511	04819	\$52,424	\$52,424
DEPLF	E	7/1/1999	04819	25	\$41,511	04819	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04827	20	\$40,498	04827	\$52,424	\$52,424
DEPLF	E	7/1/1999	04827	25	\$40,498	04827	\$52,424	\$52,424
LIFE1X	E	5/11/2002	04830	20	\$55,047	04830	\$52,424	\$52,424
DEPLF	E	5/11/2002	04830	25	\$55,047	04830	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04837	20	\$45,820	04837	\$52,424	\$52,424
DEPLF	E	7/1/1999	04837	25	\$45,820	04837	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04849	20	\$29,378	04849	\$52,424	\$52,424
DEPLF	E	7/1/1999	04849	25	\$29,378	04849	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04850	20	\$42,291	04850	\$52,424	\$52,424
DEPLF	E	7/1/1999	04850	25	\$42,291	04850	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04857	20	\$41,511	04857	\$52,424	\$52,424
DEPLF	E	7/1/1999	04857	25	\$41,511	04857	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04858	20	\$49,344	04858	\$52,424	\$52,424
DEPLF	E	7/1/1999	04858	25	\$49,344	04858	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04870	20	\$40,498	04870	\$52,424	\$52,424
DEPLF	E	7/1/1999	04870	25	\$40,498	04870	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04878	20	\$29,378	04878	\$52,424	\$52,424
DEPLF	E	7/1/1999	04878	25	\$29,378	04878	\$52,424	\$52,424
LIFE1X	E	6/18/1999	04880	20	\$16,800	04880	\$52,424	\$52,424
DEPLF	E	6/18/1999	04880	25	\$16,800	04880	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04908	20	\$31,019	04908	\$52,424	\$52,424
DEPLF	E	7/1/1999	04908	25	\$31,019	04908	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04909	20	\$31,019	04909	\$52,424	\$52,424
DEPLF	E	7/1/1999	04909	25	\$31,019	04909	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04935	20	\$38,547	04935	\$52,424	\$52,424
DEPLF	E	7/1/1999	04935	25	\$38,547	04935	\$52,424	\$52,424
LIFE1X	E	7/1/1999	04949	20	\$43,613	04949	\$52,414	\$52,414
DEPLF	E	7/1/1999	04949	25	\$43,613	04949	\$52,414	\$52,414
LIFE1X	E	7/1/1999	04964	20	\$72,517	04964	\$51,894	\$51,894
DEPLF	E	7/1/1999	04964	25	\$72,517	04964	\$51,894	\$51,894
LIFE1X	E	7/17/2004	04965	20	\$20,755	04965	\$51,842	\$51,842
DEPLF	E	7/17/2004	04965	25	\$20,755	04965	\$51,842	\$51,842
LIFE1X	E	7/1/1999	05011	20	\$29,378	05011	\$51,842	\$51,842
DEPLF	E	7/1/1999	05011	25	\$29,378	05011	\$51,842	\$51,842
LIFE1X	E	7/1/1999	05029	20	\$52,424	05029	\$51,842	\$51,842
DEPLF	E	7/1/1999	05029	25	\$52,424	05029	\$51,842	\$51,842
LIFE1X	E	7/1/1999	05034	20	\$38,547	05034	\$51,842	\$51,842
DEPLF	E	7/1/1999	05034	25	\$38,547	05034	\$51,842	\$51,842
LIFE1X	E	7/1/1999	05051	20	\$70,254	05051	\$51,842	\$51,842
DEPLF	E	7/1/1999	05051	25	\$70,254	05051	\$51,842	\$51,842
LIFE1X	E	7/1/1999	05067	20	\$38,547	05067	\$51,842	\$51,842
DEPLF	E	7/1/1999	05067	25	\$38,547	05067	\$51,842	\$51,842
LIFE1X	E	7/1/1999	05087	20	\$44,703	05087	\$51,615	\$51,615
DEPLF	E	7/1/1999	05087	25	\$44,703	05087	\$51,615	\$51,615
LIFE1X	E	10/12/2002	05088	20	\$41,511	05088	\$51,582	\$51,582
DEPLF	E	10/12/2002	05088	25	\$41,511	05088	\$51,582	\$51,582
LIFE1X	E	7/1/1999	05094	20	\$66,909	05094	\$51,374	\$51,374

DEPLF	E	7/1/1999	05094	25	\$68,909	05094	\$51,374	\$51,374
LIFE1X	E	7/1/1999	05098	20	\$46,966	05098	\$51,374	\$51,374
DEPLF	E	7/1/1999	05098	25	\$46,966	05098	\$51,374	\$51,374
LIFE2X	E	7/1/1999	05122	20	\$119,236	05122	\$50,887	\$50,887
DEPLF	E	7/1/1999	05122	25	\$119,236	05122	\$50,887	\$50,887
LIFE1X	E	7/1/1999	05123	20	\$60,120	05123	\$50,854	\$50,854
DEPLF	E	7/1/1999	05123	25	\$60,120	05123	\$50,854	\$50,854
LIFE1X	E	7/1/1999	05124	20	\$70,264	05124	\$50,854	\$50,854
DEPLF	E	7/1/1999	05124	25	\$70,264	05124	\$50,854	\$50,854
LIFE1X	E	7/1/1999	05125	20	\$55,047	05125	\$50,854	\$50,854
DEPLF	E	7/1/1999	05125	25	\$55,047	05125	\$50,854	\$50,854
LIFE1X	E	7/1/1999	05127	20	\$47,551	05127	\$50,575	\$50,575
DEPLF	E	7/1/1999	05127	25	\$47,551	05127	\$50,575	\$50,575
LIFE1X	E	7/1/1999	05132	20	\$41,821	05132	\$50,575	\$50,575
DEPLF	E	7/1/1999	05132	25	\$41,821	05132	\$50,575	\$50,575
LIFE1X	E	7/1/1999	05133	20	\$40,150	05133	\$50,494	\$50,494
DEPLF	E	7/1/1999	05133	25	\$40,150	05133	\$50,494	\$50,494
LIFE1X	E	7/1/1999	05134	20	\$41,148	05134	\$50,201	\$50,201
DEPLF	E	7/1/1999	05134	25	\$41,148	05134	\$50,201	\$50,201
LIFE1X	E	7/1/1999	05135	20	\$38,178	05135	\$50,201	\$50,201
DEPLF	E	7/1/1999	05135	25	\$38,178	05135	\$50,201	\$50,201
LIFE1X	E	7/1/1999	05136	20	\$41,821	05136	\$50,072	\$50,072
DEPLF	E	7/1/1999	05136	25	\$41,821	05136	\$50,072	\$50,072
LIFE1X	E	7/1/1999	05137	20	\$41,148	05137	\$49,993	\$49,993
DEPLF	E	7/1/1999	05137	25	\$41,148	05137	\$49,993	\$49,993
LIFE1X	E	10/1/2001	05157	20	\$49,928	05157	\$49,928	\$49,928
DEPLF	E	10/1/2001	05157	25	\$49,928	05157	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05188	20	\$31,019	05188	\$49,928	\$49,928
DEPLF	E	7/1/1999	05188	25	\$31,019	05188	\$49,928	\$49,928
LIFE2X	E	7/1/1999	05211	20	\$80,787	05211	\$49,928	\$49,928
DEPLF	E	7/1/1999	05211	25	\$80,787	05211	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05218	20	\$41,511	05218	\$49,928	\$49,928
DEPLF	E	7/1/1999	05218	25	\$41,511	05218	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05233	20	\$43,613	05233	\$49,928	\$49,928
DEPLF	E	7/1/1999	05233	25	\$43,613	05233	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05241	20	\$43,613	05241	\$49,928	\$49,928
DEPLF	E	7/1/1999	05241	25	\$43,613	05241	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05276	20	\$38,547	05276	\$49,928	\$49,928
DEPLF	E	7/1/1999	05276	25	\$38,547	05276	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05277	20	\$38,178	05277	\$49,928	\$49,928
DEPLF	E	7/1/1999	05277	25	\$38,178	05277	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05278	20	\$38,319	05278	\$49,928	\$49,928
DEPLF	E	7/1/1999	05278	25	\$38,319	05278	\$49,928	\$49,928
LIFE1X	E	1/6/2001	05281	20	\$57,223	05291	\$49,928	\$49,928
DEPLF	E	1/6/2001	05281	25	\$57,223	05291	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05293	20	\$41,511	05293	\$49,928	\$49,928
DEPLF	E	7/1/1999	05293	25	\$41,511	05293	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05299	20	\$53,398	05299	\$49,928	\$49,928
DEPLF	E	7/1/1999	05299	25	\$53,398	05299	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05303	20	\$41,511	05303	\$49,928	\$49,928
DEPLF	E	7/1/1999	05303	25	\$41,511	05303	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05306	20	\$57,797	05306	\$49,928	\$49,928
DEPLF	E	7/1/1999	05306	25	\$57,797	05306	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05309	20	\$41,018	05309	\$49,928	\$49,928
DEPLF	E	7/1/1999	05309	25	\$41,018	05309	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05311	20	\$37,608	05311	\$49,928	\$49,928
DEPLF	E	7/1/1999	05311	25	\$37,608	05311	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05315	20	\$52,424	05315	\$49,928	\$49,928
DEPLF	E	7/1/1999	05315	25	\$52,424	05315	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05319	20	\$29,378	05319	\$49,928	\$49,928
DEPLF	E	7/1/1999	05319	25	\$29,378	05319	\$49,928	\$49,928
LIFE1X	E	7/1/1999	05320	20	\$45,820	05320	\$49,858	\$49,858
DEPLF	E	7/1/1999	05320	25	\$45,820	05320	\$49,858	\$49,858
LIFE1X	E	7/1/1999	05332	20	\$60,688	05332	\$49,766	\$49,766
DEPLF	E	7/1/1999	05332	25	\$60,688	05332	\$49,766	\$49,766
LIFE1X	E	7/1/1999	05337	20	\$39,327	05337	\$49,473	\$49,473
DEPLF	E	7/1/1999	05337	25	\$39,327	05337	\$49,473	\$49,473

LIFE2X	E	7/1/1999	05342	20	\$89,010	05342	\$49,391	\$49,391
DEPLF	E	7/1/1999	05342	25	\$89,010	05342	\$49,391	\$49,391
LIFE1X	E	7/1/1999	05345	20	\$42,548	05345	\$49,391	\$49,391
DEPLF	E	7/1/1999	05345	25	\$42,548	05345	\$49,391	\$49,391
LIFE1X	E	7/1/1999	05354	20	\$52,424	05354	\$49,344	\$49,344
DEPLF	E	7/1/1999	05354	25	\$52,424	05354	\$49,344	\$49,344
LIFE1X	E	7/1/1999	05358	20	\$63,721	05358	\$49,344	\$49,344
DEPLF	E	7/1/1999	05358	25	\$63,721	05358	\$49,344	\$49,344
LIFE1X	E	7/1/1999	05361	20	\$40,498	05361	\$49,344	\$49,344
DEPLF	E	7/1/1999	05361	25	\$40,498	05361	\$49,344	\$49,344
LIFE1X	E	3/16/2002	05363	20	\$45,286	05363	\$49,344	\$49,344
DEPLF	E	3/16/2002	05363	25	\$45,286	05363	\$49,344	\$49,344
LIFE1X	E	7/1/1999	05366	20	\$40,150	05366	\$49,344	\$49,344
DEPLF	E	7/1/1999	05366	25	\$40,150	05366	\$49,344	\$49,344
LIFE1X	E	7/1/1999	05368	20	\$41,821	05368	\$49,344	\$49,344
DEPLF	E	7/1/1999	05368	25	\$41,821	05368	\$49,344	\$49,344
LIFE1X	E	7/1/1999	05369	20	\$41,148	05369	\$49,344	\$49,344
DEPLF	E	7/1/1999	05369	25	\$41,148	05369	\$49,344	\$49,344
LIFE1X	E	6/19/2001	05371	20	\$42,978	05371	\$49,344	\$49,344
DEPLF	E	7/1/1999	05371	25	\$42,978	05371	\$49,344	\$49,344
LIFE1X	E	8/23/2001	05372	20	\$57,797	05372	\$49,344	\$49,344
DEPLF	E	6/23/2001	05372	25	\$57,797	05372	\$49,344	\$49,344
LIFE1X	E	7/1/1999	05399	20	\$34,070	05399	\$49,344	\$49,344
DEPLF	E	7/1/1999	05399	25	\$34,070	05399	\$49,344	\$49,344
LIFE1X	E	7/1/1999	05408	20	\$45,820	05408	\$49,344	\$49,344
DEPLF	E	7/1/1999	05408	25	\$45,820	05408	\$49,344	\$49,344
LIFE1X	E	7/1/1999	05408	20	\$73,767	05408	\$49,344	\$49,344
DEPLF	E	7/1/1999	05408	25	\$73,767	05408	\$49,344	\$49,344
LIFE2X	E	7/1/1999	05410	20	\$120,887	05410	\$49,161	\$49,161
DEPLF	E	7/1/1999	05410	25	\$120,887	05410	\$49,161	\$49,161
LIFE1X	E	5/2/2001	05412	20	\$48,433	05412	\$49,161	\$49,161
DEPLF	E	5/2/2001	05412	25	\$48,433	05412	\$49,161	\$49,161
LIFE1X	E	7/1/1999	05414	20	\$68,909	05414	\$49,161	\$49,161
DEPLF	E	7/1/1999	05414	25	\$68,909	05414	\$49,161	\$49,161
LIFE1X	E	5/11/2002	05421	20	\$34,070	05421	\$49,161	\$49,161
DEPLF	E	5/11/2002	05421	25	\$34,070	05421	\$49,161	\$49,161
LIFE1X	E	7/1/1999	05432	20	\$77,455	05432	\$48,953	\$48,953
DEPLF	E	7/1/1999	05432	25	\$77,455	05432	\$48,953	\$48,953
LIFE1X	E	8/24/2000	05437	20	\$29,378	05437	\$48,953	\$48,953
DEPLF	E	8/24/2000	05437	25	\$29,378	05437	\$48,953	\$48,953
LIFE1X	E	7/1/1999	05440	20	\$44,703	05440	\$48,953	\$48,953
DEPLF	E	7/1/1999	05440	25	\$44,703	05440	\$48,953	\$48,953
LIFE1X	E	7/1/1999	05441	20	\$36,689	05441	\$48,953	\$48,953
DEPLF	E	7/1/1999	05441	25	\$36,689	05441	\$48,953	\$48,953
LIFE2X	E	7/1/1999	05452	20	\$118,893	05452	\$48,953	\$48,953
DEPLF	E	7/1/1999	05452	25	\$118,893	05452	\$48,953	\$48,953
LIFE1X	E	7/1/1999	05453	20	\$38,547	05453	\$48,863	\$48,863
DEPLF	E	7/1/1999	05453	25	\$38,547	05453	\$48,863	\$48,863
LIFE1X	E	7/1/1999	05504	20	\$25,200	05504	\$48,433	\$48,433
DEPLF	E	7/1/1999	05504	25	\$25,200	05504	\$48,433	\$48,433
LIFE1X	E	8/13/2001	05506	20	\$37,606	05506	\$48,433	\$48,433
DEPLF	E	8/13/2001	05506	25	\$37,606	05506	\$48,433	\$48,433
LIFE1X	E	7/1/1999	05509	20	\$38,547	05509	\$48,433	\$48,433
DEPLF	E	7/1/1999	05509	25	\$38,547	05509	\$48,433	\$48,433
LIFE2X	E	7/1/1999	05510	20	\$126,685	05510	\$48,433	\$48,433
DEPLF	E	7/1/1999	05510	25	\$126,685	05510	\$48,433	\$48,433
LIFE1X	E	7/1/1999	05524	20	\$41,148	05524	\$48,433	\$48,433
DEPLF	E	7/1/1999	05524	25	\$41,148	05524	\$48,433	\$48,433
LIFE2X	E	7/1/1999	05525	20	\$105,166	05525	\$48,433	\$48,433
DEPLF	E	7/1/1999	05525	25	\$105,166	05525	\$48,433	\$48,433
LIFE1X	E	7/1/1999	05535	20	\$64,554	05535	\$48,331	\$48,331
DEPLF	E	7/1/1999	05535	25	\$64,554	05535	\$48,331	\$48,331
LIFE1X	E	7/1/1999	05536	20	\$73,767	05536	\$48,234	\$48,234
DEPLF	E	7/1/1999	05536	25	\$73,767	05536	\$48,234	\$48,234
LIFE1X	E	7/1/1999	05537	20	\$70,254	05537	\$48,234	\$48,234
DEPLF	E	7/1/1999	05537	25	\$70,254	05537	\$48,234	\$48,234
LIFE1X	E	7/1/1999	05538	20	\$45,286	05538	\$48,234	\$48,234

DEPLF	E	7/1/1999	05538	25	\$45,286	05538	\$48,234	\$48,234
LIFE1X	E	7/1/1999	05541	20	\$34,921	05541	\$48,234	\$48,234
DEPLF	E	7/1/1999	05541	25	\$34,921	05541	\$48,234	\$48,234
LIFE1X	E	7/1/1999	05547	20	\$63,721	05547	\$48,234	\$48,234
DEPLF	E	7/1/1999	05547	25	\$63,721	05547	\$48,234	\$48,234
LIFE2X	E	7/1/1999	05551	20	\$165,000	05551	\$48,140	\$48,140
DEPLF	E	7/1/1999	05551	25	\$165,000	05551	\$48,140	\$48,140
LIFE1X	E	7/1/1999	05583	20	\$48,140	05583	\$48,140	\$48,140
DEPLF	E	7/1/1999	05583	25	\$48,140	05583	\$48,140	\$48,140
LIFE1X	E	7/1/1999	05585	20	\$41,511	05585	\$48,140	\$48,140
DEPLF	E	7/1/1999	05585	25	\$41,511	05585	\$48,140	\$48,140
LIFE2X	E	7/1/1999	05589	20	\$88,170	05589	\$48,140	\$48,140
DEPLF	E	7/1/1999	05589	25	\$88,170	05589	\$48,140	\$48,140
LIFE1X	E	7/1/1999	05593	20	\$63,721	05593	\$48,140	\$48,140
DEPLF	E	7/1/1999	05593	25	\$63,721	05593	\$48,140	\$48,140
LIFE1X	E	7/1/1999	05808	20	\$33,649	05808	\$47,941	\$47,941
DEPLF	E	7/1/1999	05808	25	\$33,649	05808	\$47,941	\$47,941
LIFE1X	E	1/22/2000	05610	20	\$46,066	05610	\$47,551	\$47,551
DEPLF	E	1/22/2000	05610	25	\$46,066	05610	\$47,551	\$47,551
LIFE1X	E	6/24/2000	05613	20	\$63,721	05613	\$47,551	\$47,551
DEPLF	E	6/24/2000	05613	25	\$63,721	05613	\$47,551	\$47,551
LIFE1X	E	7/1/1999	05624	20	\$41,511	05624	\$47,551	\$47,551
DEPLF	E	7/1/1999	05624	25	\$41,511	05624	\$47,551	\$47,551
LIFE1X	E	7/1/1999	05624	20	\$41,511	05624	\$47,551	\$47,551
DEPLF	E	7/1/1999	05624	25	\$41,511	05624	\$47,551	\$47,551
LIFE1X	E	7/1/1999	05626	20	\$37,079	05626	\$47,551	\$47,551
DEPLF	E	7/1/1999	05626	25	\$37,079	05626	\$47,551	\$47,551
LIFE1X	E	7/1/1999	05627	20	\$48,234	05627	\$47,551	\$47,551
DEPLF	E	7/1/1999	05627	25	\$48,234	05627	\$47,551	\$47,551
LIFE1X	E	7/1/1999	05628	20	\$66,909	05628	\$47,551	\$47,551
DEPLF	E	7/1/1999	05628	25	\$66,909	05628	\$47,551	\$47,551
LIFE1X	E	7/1/1999	05628	20	\$66,909	05628	\$47,551	\$47,551
DEPLF	E	7/1/1999	05628	25	\$66,909	05628	\$47,551	\$47,551
LIFE1X	E	7/21/2001	05636	20	\$55,047	05636	\$47,551	\$47,551
DEPLF	E	7/21/2001	05636	25	\$55,047	05636	\$47,551	\$47,551
LIFE1X	E	7/1/1999	05640	20	\$66,909	05640	\$47,551	\$47,551
DEPLF	E	7/1/1999	05640	25	\$66,909	05640	\$47,551	\$47,551
LIFE1X	E	7/1/1999	05643	20	\$63,721	05643	\$47,551	\$47,551
DEPLF	E	7/1/1999	05643	25	\$63,721	05643	\$47,551	\$47,551
LIFE1X	E	7/1/1999	05645	20	\$43,813	05645	\$46,966	\$46,966
DEPLF	E	7/1/1999	05645	25	\$43,813	05645	\$46,966	\$46,966
LIFE2X	E	7/8/2000	05646	20	\$68,455	05646	\$46,966	\$46,966
DEPLF	E	7/8/2000	05646	25	\$68,455	05646	\$46,966	\$46,966
LIFE2X	E	7/1/1999	05650	20	\$97,866	05650	\$46,966	\$46,966
DEPLF	E	7/1/1999	05650	25	\$97,866	05650	\$46,966	\$46,966
LIFE1X	E	3/27/2004	05652	20	\$49,928	05652	\$46,966	\$46,966
DEPLF	E	3/27/2004	05652	25	\$49,928	05652	\$46,966	\$46,966
LIFE1X	E	7/1/1999	05653	20	\$49,344	05653	\$46,966	\$46,966
DEPLF	E	7/1/1999	05653	25	\$49,344	05653	\$46,966	\$46,966
LIFE1X	E	10/13/2001	05654	20	\$57,797	05654	\$46,966	\$46,966
DEPLF	E	10/13/2001	05654	25	\$57,797	05654	\$46,966	\$46,966
LIFE1X	E	7/1/1999	05659	20	\$42,548	05659	\$46,966	\$46,966
DEPLF	E	7/1/1999	05659	25	\$42,548	05659	\$46,966	\$46,966
LIFE1X	E	7/1/1999	05662	20	\$46,966	05662	\$46,966	\$46,966
DEPLF	E	7/1/1999	05662	25	\$46,966	05662	\$46,966	\$46,966
LIFE1X	E	7/1/1999	05663	20	\$42,548	05663	\$46,966	\$46,966
DEPLF	E	7/1/1999	05663	25	\$42,548	05663	\$46,966	\$46,966
LIFE1X	E	7/1/1999	05666	20	\$41,511	05666	\$46,966	\$46,966
DEPLF	E	7/1/1999	05666	25	\$41,511	05666	\$46,966	\$46,966
LIFE1X	E	7/1/1999	05668	20	\$63,721	05668	\$46,966	\$46,966
DEPLF	E	7/1/1999	05668	25	\$63,721	05668	\$46,966	\$46,966
LIFE1X	E	7/1/1999	05670	20	\$41,511	05670	\$46,966	\$46,966
DEPLF	E	7/1/1999	05670	25	\$41,511	05670	\$46,966	\$46,966
LIFE1X	E	7/1/1999	05671	20	\$39,121	05671	\$46,966	\$46,966
DEPLF	E	7/1/1999	05671	25	\$39,121	05671	\$46,966	\$46,966
LIFE1X	E	7/1/1999	05672	20	\$54,467	05672	\$46,854	\$46,854
DEPLF	E	7/1/1999	05672	25	\$54,467	05672	\$46,854	\$46,854

LIFE1X	E	7/1/1999	05683	20	\$46,966	05683	\$46,854	\$46,854
DEPLF	E	7/1/1999	05683	25	\$46,966	05683	\$46,854	\$46,854
LIFE1X	E	7/1/1999	05684	20	\$63,721	05684	\$46,854	\$46,854
DEPLF	E	7/1/1999	05684	25	\$63,721	05684	\$46,854	\$46,854
LIFE1X	E	7/1/1999	05687	20	\$57,797	05687	\$46,854	\$46,854
DEPLF	E	7/1/1999	05687	25	\$57,797	05687	\$46,854	\$46,854
LIFE1X	E	7/1/1999	05688	20	\$45,286	05688	\$46,854	\$46,854
DEPLF	E	7/1/1999	05688	25	\$45,286	05688	\$46,854	\$46,854
LIFE1X	E	7/1/1999	05691	20	\$45,820	05691	\$46,854	\$46,854
DEPLF	E	7/1/1999	05691	25	\$45,820	05691	\$46,854	\$46,854
LIFE1X	E	7/1/1999	05692	20	\$41,511	05692	\$46,854	\$46,854
DEPLF	E	7/1/1999	05692	25	\$41,511	05692	\$46,854	\$46,854
LIFE1X	E	7/1/1999	05693	20	\$38,547	05693	\$46,854	\$46,854
DEPLF	E	7/1/1999	05693	25	\$38,547	05693	\$46,854	\$46,854
LIFE1X	E	7/1/1999	05707	20	\$60,120	05707	\$46,854	\$46,854
DEPLF	E	7/1/1999	05707	25	\$60,120	05707	\$46,854	\$46,854
LIFE2X	E	8/30/2003	05712	20	\$72,156	05712	\$46,854	\$46,854
DEPLF	E	8/30/2003	05712	25	\$72,156	05712	\$46,854	\$46,854
LIFE1X	E	7/1/1999	05716	20	\$38,547	05716	\$46,854	\$46,854
DEPLF	E	7/1/1999	05716	25	\$38,547	05716	\$46,854	\$46,854
LIFE1X	E	7/1/1999	05832	20	\$51,842	05832	\$46,562	\$46,562
DEPLF	E	7/1/1999	05832	25	\$51,842	05832	\$46,562	\$46,562
LIFE1X	E	7/1/1999	05833	20	\$63,721	05833	\$46,562	\$46,562
DEPLF	E	7/1/1999	05833	25	\$63,721	05833	\$46,562	\$46,562
LIFE1X	E	7/1/1999	05834	20	\$38,689	05834	\$46,562	\$46,562
DEPLF	E	7/1/1999	05834	25	\$38,689	05834	\$46,562	\$46,562
LIFE2X	E	7/1/1999	05840	20	\$136,846	05840	\$46,562	\$46,562
DEPLF	E	7/1/1999	05840	25	\$136,846	05840	\$46,562	\$46,562
LIFE1X	E	7/1/1999	05844	20	\$63,721	05844	\$46,562	\$46,562
DEPLF	E	7/1/1999	05844	25	\$63,721	05844	\$46,562	\$46,562
LIFE1X	E	7/1/1999	05847	20	\$38,689	05847	\$46,210	\$46,210
DEPLF	E	7/1/1999	05847	25	\$38,689	05847	\$46,210	\$46,210
LIFE1X	E	7/1/1999	05852	20	\$98,854	05852	\$46,155	\$46,155
DEPLF	E	7/1/1999	05852	25	\$98,854	05852	\$46,155	\$46,155
LIFE1X	E	7/1/1999	05854	20	\$29,898	05854	\$46,126	\$46,126
DEPLF	E	7/1/1999	05854	25	\$29,898	05854	\$46,126	\$46,126
LIFE1X	E	7/1/1999	05855	20	\$39,991	05855	\$46,126	\$46,126
DEPLF	E	7/1/1999	05855	25	\$39,991	05855	\$46,126	\$46,126
LIFE1X	E	7/1/1999	05857	20	\$41,821	05857	\$46,126	\$46,126
DEPLF	E	7/1/1999	05857	25	\$41,821	05857	\$46,126	\$46,126
LIFE1X	E	7/1/1999	05858	20	\$39,991	05858	\$46,126	\$46,126
DEPLF	E	7/1/1999	05858	25	\$39,991	05858	\$46,126	\$46,126
LIFE1X	E	7/1/1999	05860	20	\$41,821	05860	\$46,096	\$46,096
DEPLF	E	7/1/1999	05860	25	\$41,821	05860	\$46,096	\$46,096
LIFE1X	E	7/1/1999	05862	20	\$41,148	05862	\$45,820	\$45,820
DEPLF	E	7/1/1999	05862	25	\$41,148	05862	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05863	20	\$39,991	05863	\$45,820	\$45,820
DEPLF	E	7/1/1999	05863	25	\$39,991	05863	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05864	20	\$38,627	05864	\$45,820	\$45,820
DEPLF	E	7/1/1999	05864	25	\$38,627	05864	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05865	20	\$38,178	05865	\$45,820	\$45,820
DEPLF	E	7/1/1999	05865	25	\$38,178	05865	\$45,820	\$45,820
LIFE1X	E	7/3/2004	05885	20	\$41,850	05885	\$45,820	\$45,820
DEPLF	E	7/3/2004	05885	25	\$41,850	05885	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05919	20	\$41,511	05919	\$45,820	\$45,820
DEPLF	E	7/1/1999	05919	25	\$41,511	05919	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05922	20	\$44,703	05922	\$45,820	\$45,820
DEPLF	E	7/1/1999	05922	25	\$44,703	05922	\$45,820	\$45,820
LIFE1X	E	9/1/2001	05937	20	\$60,888	05937	\$45,820	\$45,820
DEPLF	E	9/1/2001	05937	25	\$60,888	05937	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05959	20	\$37,606	05959	\$45,820	\$45,820
DEPLF	E	7/1/1999	05959	25	\$37,606	05959	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05961	20	\$70,254	05961	\$45,820	\$45,820
DEPLF	E	7/1/1999	05961	25	\$70,254	05961	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05964	20	\$37,606	05964	\$45,820	\$45,820
DEPLF	E	7/1/1999	05964	25	\$37,606	05964	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05968	20	\$38,547	05968	\$45,820	\$45,820

DEPLF	E	7/1/1999	05968	25	\$38,547	05968	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05980	20	\$34,070	05980	\$45,820	\$45,820
DEPLF	E	7/1/1999	05980	25	\$34,070	05980	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05981	20	\$37,469	05981	\$45,820	\$45,820
DEPLF	E	7/1/1999	05981	25	\$37,469	05981	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05988	20	\$50,575	05988	\$45,820	\$45,820
DEPLF	E	7/1/1999	05988	25	\$50,575	05988	\$45,820	\$45,820
LIFE1X	E	7/1/1999	05993	20	\$38,547	05993	\$45,820	\$45,820
DEPLF	E	7/1/1999	05993	25	\$38,547	05993	\$45,820	\$45,820
LIFE1X	E	7/1/1999	06001	20	\$38,547	06001	\$45,820	\$45,820
DEPLF	E	7/1/1999	06001	25	\$38,547	06001	\$45,820	\$45,820
LIFE1X	E	7/1/1999	06008	20	\$57,223	06008	\$45,820	\$45,820
DEPLF	E	7/1/1999	06008	25	\$57,223	06008	\$45,820	\$45,820
LIFE1X	E	7/1/1999	06010	20	\$38,547	06010	\$45,820	\$45,820
DEPLF	E	7/1/1999	06010	25	\$38,547	06010	\$45,820	\$45,820
LIFE1X	E	7/19/2000	06012	20	\$39,510	06012	\$45,820	\$45,820
DEPLF	E	7/19/2000	06012	25	\$39,510	06012	\$45,820	\$45,820
LIFE2X	E	5/11/2002	06024	20	\$98,687	06024	\$45,820	\$45,820
DEPLF	E	7/1/1999	06024	25	\$98,687	06024	\$45,820	\$45,820
LIFE1X	E	6/9/2001	06025	20	\$52,424	06025	\$45,743	\$45,743
DEPLF	E	6/9/2001	06025	25	\$52,424	06025	\$45,743	\$45,743
LIFE1X	E	7/1/1999	06035	20	\$31,019	06035	\$45,483	\$45,483
DEPLF	E	7/1/1999	06035	25	\$31,019	06035	\$45,483	\$45,483
LIFE1X	E	7/1/1999	06047	20	\$38,689	06047	\$45,286	\$45,286
DEPLF	E	7/1/1999	06047	25	\$38,689	06047	\$45,286	\$45,286
LIFE1X	E	7/1/1999	06066	20	\$44,703	06066	\$45,286	\$45,286
DEPLF	E	7/1/1999	06066	25	\$44,703	06066	\$45,286	\$45,286
LIFE1X	E	7/21/2003	06071	20	\$34,921	06071	\$45,286	\$45,286
DEPLF	E	7/21/2003	06071	25	\$34,921	06071	\$45,286	\$45,286
LIFE1X	E	7/1/1999	06078	20	\$70,254	06078	\$45,286	\$45,286
DEPLF	E	7/1/1999	06078	25	\$70,254	06078	\$45,286	\$45,286
LIFE1X	E	7/1/1999	06080	20	\$54,487	06080	\$45,286	\$45,286
DEPLF	E	7/1/1999	06080	25	\$54,487	06080	\$45,286	\$45,286
LIFE1X	E	7/1/1999	06083	20	\$46,986	06083	\$45,286	\$45,286
DEPLF	E	7/1/1999	06083	25	\$46,986	06083	\$45,286	\$45,286
LIFE1X	E	7/1/1999	06085	20	\$40,498	06085	\$45,223	\$45,223
DEPLF	E	7/1/1999	06085	25	\$40,498	06085	\$45,223	\$45,223
LIFE1X	E	7/1/1999	06098	20	\$38,547	06098	\$45,221	\$45,221
DEPLF	E	7/1/1999	06098	25	\$38,547	06098	\$45,221	\$45,221
LIFE1X	E	7/1/1999	06100	20	\$38,689	06100	\$45,093	\$45,093
DEPLF	E	7/1/1999	06100	25	\$38,689	06100	\$45,093	\$45,093
LIFE2X	E	7/1/1999	06102	20	\$121,408	06102	\$44,870	\$44,870
DEPLF	E	7/1/1999	06102	25	\$121,408	06102	\$44,870	\$44,870
LIFE1X	E	7/1/1999	06103	20	\$38,547	06103	\$44,703	\$44,703
DEPLF	E	7/1/1999	06103	25	\$38,547	06103	\$44,703	\$44,703
LIFE1X	E	7/1/1999	06106	20	\$38,547	06106	\$44,703	\$44,703
DEPLF	E	7/1/1999	06106	25	\$38,547	06106	\$44,703	\$44,703
LIFE1X	E	7/10/2000	06108	20	\$52,424	06108	\$44,703	\$44,703
DEPLF	E	7/10/2000	06108	25	\$52,424	06108	\$44,703	\$44,703
LIFE1X	E	8/18/2001	06118	20	\$25,852	06118	\$44,703	\$44,703
DEPLF	E	8/18/2001	06118	25	\$25,852	06118	\$44,703	\$44,703
LIFE1X	E	7/1/1999	06119	20	\$29,378	06119	\$44,703	\$44,703
DEPLF	E	7/1/1999	06119	25	\$29,378	06119	\$44,703	\$44,703
LIFE1X	E	7/1/1999	06120	20	\$43,613	06120	\$44,703	\$44,703
DEPLF	E	7/1/1999	06120	25	\$43,613	06120	\$44,703	\$44,703
LIFE1X	E	7/1/1999	06120	20	\$43,613	06120	\$44,703	\$44,703
DEPLF	E	7/1/1999	06120	25	\$43,613	06120	\$44,703	\$44,703
LIFE1X	E	5/21/2001	06122	20	\$33,238	06122	\$44,703	\$44,703
DEPLF	E	5/21/2001	06122	25	\$33,238	06122	\$44,703	\$44,703
LIFE1X	E	7/1/1999	06136	20	\$40,498	06136	\$44,703	\$44,703
DEPLF	E	7/1/1999	06136	25	\$40,498	06136	\$44,703	\$44,703
LIFE1X	E	7/1/1999	06140	20	\$45,820	06140	\$44,703	\$44,703
DEPLF	E	7/1/1999	06140	25	\$45,820	06140	\$44,703	\$44,703
LIFE1X	E	7/1/1999	06143	20	\$49,344	06143	\$44,703	\$44,703
DEPLF	E	7/1/1999	06143	25	\$49,344	06143	\$44,703	\$44,703
LIFE1X	E	8/14/2004	06153	20	\$41,018	06153	\$44,703	\$44,703
DEPLF	E	8/14/2004	06153	25	\$41,018	06153	\$44,703	\$44,703

LIFE1X	E	8/19/2000	06167	20	\$60,888	06167	\$44,703	\$44,703
DEPLF	E	8/19/2000	06167	25	\$60,888	06167	\$44,703	\$44,703
LIFE1X	E	11/20/2001	06170	20	\$42,548	06170	\$44,591	\$44,591
DEPLF	E	11/20/2001	06170	25	\$42,548	06170	\$44,591	\$44,591
LIFE1X	E	7/22/2000	06175	20	\$46,966	06175	\$44,591	\$44,591
DEPLF	E	7/22/2000	06175	25	\$46,966	06175	\$44,591	\$44,591
LIFE1X	E	3/8/2000	06178	20	\$34,070	06178	\$44,591	\$44,591
DEPLF	E	3/8/2000	06178	25	\$34,070	06178	\$44,591	\$44,591
LIFE1X	E	7/11/1999	06219	20	\$16,800	06219	\$44,591	\$44,591
DEPLF	E	7/11/1999	06219	25	\$16,800	06219	\$44,591	\$44,591
LIFE1X	E	7/10/2000	06221	20	\$55,047	06221	\$44,591	\$44,591
DEPLF	E	7/10/2000	06221	25	\$55,047	06221	\$44,591	\$44,591
LIFE1X	E	7/5/2000	06228	20	\$33,238	06228	\$44,470	\$44,470
DEPLF	E	7/5/2000	06228	25	\$33,238	06228	\$44,470	\$44,470
LIFE1X	E	6/21/1999	06229	20	\$40,498	06229	\$44,470	\$44,470
DEPLF	E	6/21/1999	06229	25	\$40,498	06229	\$44,470	\$44,470
LIFE1X	E	7/19/1999	06243	20	\$35,483	06243	\$44,470	\$44,470
DEPLF	E	7/19/1999	06243	25	\$35,483	06243	\$44,470	\$44,470
LIFE1X	E	6/12/2000	06249	20	\$39,510	06249	\$44,439	\$44,439
DEPLF	E	6/12/2000	06249	25	\$39,510	06249	\$44,439	\$44,439
LIFE1X	E	8/2/1999	06250	20	\$38,547	06250	\$44,003	\$44,003
DEPLF	E	8/2/1999	06250	25	\$38,547	06250	\$44,003	\$44,003
LIFE2X	E	8/23/1999	06281	20	\$107,226	06281	\$43,950	\$43,950
DEPLF	E	8/23/1999	06281	25	\$107,226	06281	\$43,950	\$43,950
LIFE1X	E	8/23/1999	06282	20	\$77,455	06282	\$43,950	\$43,950
DEPLF	E	8/23/1999	06282	25	\$77,455	06282	\$43,950	\$43,950
LIFE1X	E	8/23/1999	06283	20	\$38,547	06283	\$43,950	\$43,950
DEPLF	E	8/23/1999	06283	25	\$38,547	06283	\$43,950	\$43,950
LIFE1X	E	8/23/1999	06284	20	\$60,688	06284	\$43,950	\$43,950
DEPLF	E	8/23/1999	06284	25	\$60,688	06284	\$43,950	\$43,950
LIFE2X	E	8/30/1999	06296	20	\$86,490	06296	\$43,950	\$43,950
DEPLF	E	8/30/1999	06296	25	\$86,490	06296	\$43,950	\$43,950
LIFE1X	E	9/13/1999	06291	20	\$34,921	06291	\$43,950	\$43,950
DEPLF	E	9/13/1999	06291	25	\$34,921	06291	\$43,950	\$43,950
LIFE1X	E	10/4/1999	06301	20	\$40,498	06301	\$43,613	\$43,613
DEPLF	E	10/4/1999	06301	25	\$40,498	06301	\$43,613	\$43,613
LIFE2X	E	10/11/1999	06303	20	\$85,586	06303	\$43,613	\$43,613
DEPLF	E	10/11/1999	06303	25	\$85,586	06303	\$43,613	\$43,613
LIFE1X	E	10/6/1999	06304	20	\$63,721	06304	\$43,613	\$43,613
DEPLF	E	10/6/1999	06304	25	\$63,721	06304	\$43,613	\$43,613
LIFE1X	E	10/12/1999	06305	20	\$34,850	06305	\$43,613	\$43,613
DEPLF	E	10/12/1999	06305	25	\$34,850	06305	\$43,613	\$43,613
LIFE1X	E	10/18/1999	06306	20	\$39,510	06306	\$43,613	\$43,613
DEPLF	E	10/18/1999	06306	25	\$39,510	06306	\$43,613	\$43,613
LIFE1X	E	11/8/1999	06315	20	\$38,547	06315	\$43,613	\$43,613
DEPLF	E	11/8/1999	06315	25	\$38,547	06315	\$43,613	\$43,613
LIFE1X	E	12/27/1999	06336	20	\$60,120	06336	\$43,613	\$43,613
DEPLF	E	12/27/1999	06336	25	\$60,120	06336	\$43,613	\$43,613
LIFE1X	E	2/16/2002	06338	20	\$57,797	06338	\$43,613	\$43,613
DEPLF	E	2/16/2002	06338	25	\$57,797	06338	\$43,613	\$43,613
LIFE1X	E	9/27/2003	06352	20	\$47,941	06352	\$43,613	\$43,613
DEPLF	E	9/27/2003	06352	25	\$47,941	06352	\$43,613	\$43,613
LIFE1X	E	1/24/2000	06357	20	\$36,889	06357	\$43,613	\$43,613
DEPLF	E	1/24/2000	06357	25	\$36,889	06357	\$43,613	\$43,613
LIFE1X	E	4/14/2001	06358	20	\$23,065	06358	\$43,613	\$43,613
DEPLF	E	4/14/2001	06358	25	\$23,065	06358	\$43,613	\$43,613
LIFE1X	E	2/10/2000	06363	20	\$36,889	06363	\$43,613	\$43,613
DEPLF	E	2/10/2000	06363	25	\$36,889	06363	\$43,613	\$43,613
LIFE1X	E	5/11/2002	06378	20	\$63,721	06378	\$43,131	\$43,131
DEPLF	E	5/11/2002	06378	25	\$63,721	06378	\$43,131	\$43,131
LIFE1X	E	8/7/2000	06382	20	\$81,328	06382	\$43,131	\$43,131
DEPLF	E	8/7/2000	06382	25	\$81,328	06382	\$43,131	\$43,131
LIFE1X	E	3/8/2000	06383	20	\$34,821	06383	\$43,131	\$43,131
DEPLF	E	3/8/2000	06383	25	\$34,821	06383	\$43,131	\$43,131
LIFE1X	E	3/27/2000	06388	20	\$66,909	06388	\$43,131	\$43,131
DEPLF	E	3/27/2000	06388	25	\$66,909	06388	\$43,131	\$43,131
LIFE2X	E	4/3/2000	06390	20	\$126,336	06390	\$43,072	\$43,072

DEPLF	E	4/3/2000	06390	25	\$128,336	06390	\$43,072	\$43,072
LIFE1X	E	4/6/2000	06391	20	\$38,547	06391	\$42,078	\$42,078
DEPLF	E	4/6/2000	06391	25	\$38,547	06391	\$42,978	\$42,978
LIFE1X	E	4/3/2000	06392	20	\$60,688	06392	\$42,978	\$42,978
DEPLF	E	4/3/2000	06392	25	\$60,688	06392	\$42,978	\$42,978
LIFE1X	E	4/24/2000	06400	20	\$39,510	06400	\$42,978	\$42,978
DEPLF	E	4/24/2000	06400	25	\$39,510	06400	\$42,978	\$42,978
LIFE1X	E	7/1/2003	06401	20	\$33,794	06401	\$42,938	\$42,938
DEPLF	E	7/1/2003	06401	25	\$33,794	06401	\$42,938	\$42,938
LIFE1X	E	5/8/2000	06407	20	\$57,797	06407	\$42,548	\$42,548
DEPLF	E	5/8/2000	06407	25	\$57,797	06407	\$42,548	\$42,548
LIFE1X	E	5/15/2000	06409	20	\$40,496	06409	\$42,548	\$42,548
DEPLF	E	5/15/2000	06409	25	\$40,496	06409	\$42,548	\$42,548
LIFE1X	E	5/18/2000	06410	20	\$58,652	06410	\$42,548	\$42,548
DEPLF	E	5/18/2000	06410	25	\$58,652	06410	\$42,548	\$42,548
LIFE1X	E	5/12/2000	06411	20	\$36,611	06411	\$42,548	\$42,548
DEPLF	E	5/12/2000	06411	25	\$36,611	06411	\$42,548	\$42,548
LIFE1X	E	5/12/2000	06412	20	\$35,216	06412	\$42,548	\$42,548
DEPLF	E	5/12/2000	06412	25	\$35,216	06412	\$42,548	\$42,548
LIFE1X	E	5/12/2000	06415	20	\$36,611	06415	\$42,548	\$42,548
DEPLF	E	5/12/2000	06415	25	\$36,611	06415	\$42,548	\$42,548
LIFE1X	E	5/22/2000	06418	20	\$43,131	06418	\$42,548	\$42,548
DEPLF	E	5/22/2000	06418	25	\$43,131	06418	\$42,548	\$42,548
LIFE1X	E	9/15/2001	06420	20	\$47,551	06420	\$42,548	\$42,548
DEPLF	E	9/15/2001	06420	25	\$47,551	06420	\$42,548	\$42,548
LIFE1X	E	5/30/2000	06483	20	\$66,909	06483	\$42,548	\$42,548
DEPLF	E	5/30/2000	06483	25	\$66,909	06483	\$42,548	\$42,548
LIFE1X	E	8/24/2000	06500	20	\$41,018	06500	\$42,548	\$42,548
DEPLF	E	8/24/2000	06500	25	\$41,018	06500	\$42,548	\$42,548
LIFE1X	E	8/12/2000	06501	20	\$36,689	06501	\$42,548	\$42,548
DEPLF	E	8/12/2000	06501	25	\$36,689	06501	\$42,548	\$42,548
LIFE1X	E	8/22/2000	06507	20	\$32,968	06507	\$42,548	\$42,548
DEPLF	E	8/22/2000	06507	25	\$32,968	06507	\$42,548	\$42,548
LIFE1X	E	12/21/2002	06512	20	\$40,498	06512	\$42,291	\$42,291
DEPLF	E	12/21/2002	06512	25	\$40,498	06512	\$42,291	\$42,291
LIFE1X	E	7/7/2000	06514	20	\$48,433	06514	\$42,291	\$42,291
DEPLF	E	7/7/2000	06514	25	\$48,433	06514	\$42,291	\$42,291
LIFE1X	E	7/10/2000	06515	20	\$45,286	06515	\$42,031	\$42,031
DEPLF	E	7/10/2000	06515	25	\$45,286	06515	\$42,031	\$42,031
LIFE1X	E	7/17/2000	06516	20	\$39,121	06516	\$41,850	\$41,850
DEPLF	E	7/17/2000	06516	25	\$39,121	06516	\$41,850	\$41,850
LIFE1X	E	7/17/2000	06519	20	\$39,510	06519	\$41,850	\$41,850
DEPLF	E	7/17/2000	06519	25	\$39,510	06519	\$41,850	\$41,850
LIFE1X	E	7/28/2000	06520	20	\$48,433	06520	\$41,850	\$41,850
DEPLF	E	7/28/2000	06520	25	\$48,433	06520	\$41,850	\$41,850
LIFE1X	E	7/24/2000	06524	20	\$30,865	06524	\$41,850	\$41,850
DEPLF	E	7/24/2000	06524	25	\$30,865	06524	\$41,850	\$41,850
LIFE2X	E	8/3/2002	06526	20	\$98,854	06526	\$41,821	\$41,821
DEPLF	E	8/3/2002	06526	25	\$98,854	06526	\$41,821	\$41,821
LIFE1X	E	7/31/2000	06527	20	\$77,455	06527	\$41,821	\$41,821
DEPLF	E	7/31/2000	06527	25	\$77,455	06527	\$41,821	\$41,821
LIFE1X	E	8/7/2000	06531	20	\$44,703	06531	\$41,821	\$41,821
DEPLF	E	8/7/2000	06531	25	\$44,703	06531	\$41,821	\$41,821
LIFE1X	E	8/7/2000	06532	20	\$33,238	06532	\$41,821	\$41,821
DEPLF	E	8/7/2000	06532	25	\$33,238	06532	\$41,821	\$41,821
LIFE1X	E	8/7/2000	06534	20	\$35,795	06534	\$41,821	\$41,821
DEPLF	E	8/7/2000	06534	25	\$35,795	06534	\$41,821	\$41,821
LIFE1X	E	8/21/2000	06562	20	\$35,795	06562	\$41,821	\$41,821
DEPLF	E	8/21/2000	06562	25	\$35,795	06562	\$41,821	\$41,821
LIFE1X	E	8/28/2000	06563	20	\$68,909	06563	\$41,821	\$41,821
DEPLF	E	8/28/2000	06563	25	\$68,909	06563	\$41,821	\$41,821
LIFE1X	E	9/5/2000	06568	20	\$57,797	06568	\$41,821	\$41,821
DEPLF	E	9/5/2000	06568	25	\$57,797	06568	\$41,821	\$41,821
LIFE1X	E	8/21/2004	06579	20	\$39,121	06579	\$41,821	\$41,821
DEPLF	E	8/21/2004	06579	25	\$39,121	06579	\$41,821	\$41,821
LIFE1X	E	9/18/2000	06580	20	\$37,806	06580	\$41,821	\$41,821
DEPLF	E	9/18/2000	06580	25	\$37,806	06580	\$41,821	\$41,821

LIFE1X	E	7/8/2002	06581	20	\$30,114	06581	\$41,511	\$41,511
DEPLF	E	7/8/2002	06581	25	\$30,114	06581	\$41,511	\$41,511
LIFE1X	E	9/14/2000	06582	20	\$31,400	06582	\$41,511	\$41,511
DEPLF	E	9/14/2000	06582	25	\$31,400	06582	\$41,511	\$41,511
LIFE1X	E	9/14/2000	06583	20	\$32,968	06583	\$41,511	\$41,511
DEPLF	E	9/14/2000	06583	25	\$32,968	06583	\$41,511	\$41,511
LIFE1X	E	9/14/2000	06584	20	\$49,858	06584	\$41,511	\$41,511
DEPLF	E	9/14/2000	06584	25	\$49,858	06584	\$41,511	\$41,511
LIFE1X	E	9/14/2000	06585	20	\$46,155	06585	\$41,511	\$41,511
DEPLF	E	9/14/2000	06585	25	\$46,155	06585	\$41,511	\$41,511
LIFE1X	E	9/25/2000	06587	20	\$35,795	06587	\$41,511	\$41,511
DEPLF	E	9/25/2000	06587	25	\$35,795	06587	\$41,511	\$41,511
LIFE1X	E	9/28/2000	06594	20	\$30,865	06594	\$41,511	\$41,511
DEPLF	E	9/28/2000	06594	25	\$30,865	06594	\$41,511	\$41,511
LIFE1X	E	10/2/2000	06595	20	\$56,066	06595	\$41,511	\$41,511
DEPLF	E	10/2/2000	06595	25	\$56,066	06595	\$41,511	\$41,511
LIFE1X	E	10/2/2000	06597	20	\$77,455	06597	\$41,511	\$41,511
DEPLF	E	10/2/2000	06597	25	\$77,455	06597	\$41,511	\$41,511
LIFE1X	E	10/2/2000	06597	20	\$77,455	06597	\$41,511	\$41,511
DEPLF	E	10/2/2000	06597	25	\$77,455	06597	\$41,511	\$41,511
LIFE1X	E	10/18/2000	06609	20	\$32,427	06609	\$41,511	\$41,511
DEPLF	E	10/18/2000	06609	25	\$32,427	06609	\$41,511	\$41,511
LIFE1X	E	4/28/2001	06610	20	\$37,606	06610	\$41,511	\$41,511
DEPLF	E	4/28/2001	06610	25	\$37,606	06610	\$41,511	\$41,511
LIFE1X	E	8/4/2001	06620	20	\$52,424	06620	\$41,511	\$41,511
DEPLF	E	8/4/2001	06620	25	\$52,424	06620	\$41,511	\$41,511
LIFE1X	E	11/8/2000	06623	20	\$49,161	06623	\$41,511	\$41,511
DEPLF	E	11/8/2000	06623	25	\$49,161	06623	\$41,511	\$41,511
LIFE1X	E	11/3/2000	06625	20	\$46,846	06625	\$41,511	\$41,511
DEPLF	E	11/3/2000	06625	25	\$46,846	06625	\$41,511	\$41,511
LIFE1X	E	10/30/2000	06629	20	\$32,365	06629	\$41,511	\$41,511
DEPLF	E	10/30/2000	06629	25	\$32,365	06629	\$41,511	\$41,511
LIFE1X	E	11/8/2000	06630	20	\$34,070	06630	\$41,511	\$41,511
DEPLF	E	11/8/2000	06630	25	\$34,070	06630	\$41,511	\$41,511
LIFE1X	E	11/8/2000	06631	20	\$41,018	06631	\$41,511	\$41,511
DEPLF	E	11/8/2000	06631	25	\$41,018	06631	\$41,511	\$41,511
LIFE1X	E	11/20/2000	06634	20	\$49,928	06634	\$41,511	\$41,511
DEPLF	E	11/20/2000	06634	25	\$49,928	06634	\$41,511	\$41,511
LIFE1X	E	11/13/2000	06637	20	\$45,286	06637	\$41,511	\$41,511
DEPLF	E	11/13/2000	06637	25	\$45,286	06637	\$41,511	\$41,511
LIFE1X	E	9/27/2003	06638	20	\$32,427	06638	\$41,511	\$41,511
DEPLF	E	9/27/2003	06638	25	\$32,427	06638	\$41,511	\$41,511
LIFE1X	E	1/5/2001	06649	20	\$48,953	06649	\$41,511	\$41,511
DEPLF	E	1/5/2001	06649	25	\$48,953	06649	\$41,511	\$41,511
LIFE1X	E	1/5/2001	06650	20	\$48,953	06650	\$41,511	\$41,511
DEPLF	E	1/5/2001	06650	25	\$48,953	06650	\$41,511	\$41,511
LIFE1X	E	1/18/2001	06654	20	\$51,842	06654	\$41,511	\$41,511
DEPLF	E	1/18/2001	06654	25	\$51,842	06654	\$41,511	\$41,511
LIFE1X	E	1/18/2001	06657	20	\$43,131	06657	\$41,511	\$41,511
DEPLF	E	1/18/2001	06657	25	\$43,131	06657	\$41,511	\$41,511
LIFE1X	E	5/9/2003	06658	20	\$39,275	06658	\$41,511	\$41,511
DEPLF	E	5/9/2003	06658	25	\$39,275	06658	\$41,511	\$41,511
LIFE1X	E	1/8/2001	06659	20	\$37,808	06659	\$41,511	\$41,511
DEPLF	E	1/8/2001	06659	25	\$37,808	06659	\$41,511	\$41,511
LIFE1X	E	3/5/2001	06671	20	\$42,548	06671	\$41,511	\$41,511
DEPLF	E	3/5/2001	06671	25	\$42,548	06671	\$41,511	\$41,511
LIFE1X	E	4/24/2004	06677	20	\$71,619	06677	\$41,511	\$41,511
DEPLF	E	4/24/2004	06677	25	\$71,619	06677	\$41,511	\$41,511
LIFE1X	E	1/31/2001	06680	20	\$33,794	06680	\$41,511	\$41,511
DEPLF	E	1/31/2001	06680	25	\$33,794	06680	\$41,511	\$41,511
LIFE2X	E	2/5/2001	06682	20	\$114,059	06682	\$41,511	\$41,511
DEPLF	E	2/5/2001	06682	25	\$114,059	06682	\$41,511	\$41,511
LIFE1X	E	2/12/2001	06693	20	\$69,909	06693	\$41,511	\$41,511
DEPLF	E	2/12/2001	06693	25	\$69,909	06693	\$41,511	\$41,511
LIFE1X	E	2/1/2003	06697	20	\$47,551	06697	\$41,511	\$41,511
DEPLF	E	2/1/2003	06697	25	\$47,551	06697	\$41,511	\$41,511
LIFE1X	E	3/17/2003	06698	20	\$34,070	06698	\$41,511	\$41,511

DEPLF	E	3/17/2003	06698	25	\$34,070	06698	\$41,511	\$41,511
LIFE1X	E	2/26/2001	06702	20	\$37,606	06702	\$41,511	\$41,511
DEPLF	E	2/26/2001	06702	25	\$37,606	06702	\$41,511	\$41,511
LIFE1X	E	2/20/2001	06704	20	\$49,344	06704	\$41,511	\$41,511
DEPLF	E	2/20/2001	06704	25	\$49,344	06704	\$41,511	\$41,511
LIFE1X	E	3/2/2001	06707	20	\$48,433	06707	\$41,511	\$41,511
DEPLF	E	3/2/2001	06707	25	\$48,433	06707	\$41,511	\$41,511
LIFE1X	E	3/2/2001	06708	20	\$50,201	06708	\$41,511	\$41,511
DEPLF	E	3/2/2001	06708	25	\$50,201	06708	\$41,511	\$41,511
LIFE1X	E	3/19/2001	06714	20	\$34,921	06714	\$41,511	\$41,511
DEPLF	E	3/19/2001	06714	25	\$34,921	06714	\$41,511	\$41,511
LIFE1X	E	4/9/2001	06723	20	\$51,842	06723	\$41,511	\$41,511
DEPLF	E	4/9/2001	06723	25	\$51,842	06723	\$41,511	\$41,511
LIFE1X	E	4/9/2001	06726	20	\$39,510	06726	\$41,511	\$41,511
DEPLF	E	4/9/2001	06726	25	\$39,510	06726	\$41,511	\$41,511
LIFE1X	E	4/2/2001	06727	20	\$43,813	06727	\$41,511	\$41,511
DEPLF	E	4/2/2001	06727	25	\$43,813	06727	\$41,511	\$41,511
LIFE2X	E	8/31/2002	06729	20	\$91,928	06729	\$41,278	\$41,278
DEPLF	E	8/31/2002	06729	25	\$91,928	06729	\$41,278	\$41,278
LIFE1X	E	4/23/2001	06734	20	\$49,161	06734	\$41,148	\$41,148
DEPLF	E	4/23/2001	06734	25	\$49,161	06734	\$41,148	\$41,148
LIFE1X	E	4/18/2001	06736	20	\$60,888	06736	\$41,148	\$41,148
DEPLF	E	4/18/2001	06736	25	\$60,888	06736	\$41,148	\$41,148
LIFE1X	E	4/23/2001	06737	20	\$49,161	06737	\$41,148	\$41,148
DEPLF	E	4/23/2001	06737	25	\$49,161	06737	\$41,148	\$41,148
LIFE1X	E	4/23/2001	06738	20	\$37,606	06738	\$41,148	\$41,148
DEPLF	E	4/23/2001	06738	25	\$37,606	06738	\$41,148	\$41,148
LIFE1X	E	3/2/2001	06740	20	\$50,494	06740	\$41,148	\$41,148
DEPLF	E	3/2/2001	06740	25	\$50,494	06740	\$41,148	\$41,148
LIFE1X	E	5/1/2001	06742	20	\$28,103	06742	\$41,148	\$41,148
DEPLF	E	5/1/2001	06742	25	\$28,103	06742	\$41,148	\$41,148
LIFE1X	E	5/7/2001	06743	20	\$28,103	06743	\$41,078	\$41,078
DEPLF	E	5/7/2001	06743	25	\$28,103	06743	\$41,078	\$41,078
LIFE1X	E	5/7/2001	06744	20	\$31,255	06744	\$41,018	\$41,018
DEPLF	E	5/7/2001	06744	25	\$31,255	06744	\$41,018	\$41,018
LIFE1X	E	5/1/2001	06745	20	\$85,394	06745	\$41,018	\$41,018
DEPLF	E	5/1/2001	06745	25	\$85,394	06745	\$41,018	\$41,018
LIFE1X	E	5/14/2001	06779	20	\$28,103	06779	\$41,018	\$41,018
DEPLF	E	5/14/2001	06779	25	\$28,103	06779	\$41,018	\$41,018
LIFE1X	E	5/14/2001	06781	20	\$40,498	06781	\$41,018	\$41,018
DEPLF	E	5/14/2001	06781	25	\$40,498	06781	\$41,018	\$41,018
LIFE1X	E	5/11/2002	06782	20	\$52,424	06782	\$40,498	\$40,498
DEPLF	E	5/11/2002	06782	25	\$52,424	06782	\$40,498	\$40,498
LIFE1X	E	11/13/2001	06784	20	\$35,795	06784	\$40,498	\$40,498
DEPLF	E	11/13/2001	06784	25	\$35,795	06784	\$40,498	\$40,498
LIFE1X	E	8/1/2001	06818	20	\$40,498	06818	\$40,498	\$40,498
DEPLF	E	8/1/2001	06818	25	\$40,498	06818	\$40,498	\$40,498
LIFE1X	E	8/5/2001	06820	20	\$16,800	06820	\$40,498	\$40,498
DEPLF	E	8/5/2001	06820	25	\$16,800	06820	\$40,498	\$40,498
LIFE1X	E	6/25/2001	06831	20	\$42,548	06831	\$40,498	\$40,498
DEPLF	E	6/25/2001	06831	25	\$42,548	06831	\$40,498	\$40,498
LIFE1X	E	6/29/2001	06834	20	\$50,201	06834	\$40,498	\$40,498
DEPLF	E	6/29/2001	06834	25	\$50,201	06834	\$40,498	\$40,498
LIFE1X	E	6/29/2001	06835	20	\$52,414	06835	\$40,498	\$40,498
DEPLF	E	6/29/2001	06835	25	\$52,414	06835	\$40,498	\$40,498
LIFE1X	E	6/25/2001	06836	20	\$49,928	06836	\$40,498	\$40,498
DEPLF	E	6/25/2001	06836	25	\$49,928	06836	\$40,498	\$40,498
LIFE1X	E	6/25/2001	06837	20	\$66,909	06837	\$40,498	\$40,498
DEPLF	E	6/25/2001	06837	25	\$66,909	06837	\$40,498	\$40,498
LIFE1X	E	6/25/2001	06839	20	\$34,921	06839	\$40,498	\$40,498
DEPLF	E	6/25/2001	06839	25	\$34,921	06839	\$40,498	\$40,498
LIFE1X	E	7/2/2001	06840	20	\$57,797	06840	\$40,498	\$40,498
DEPLF	E	7/2/2001	06840	25	\$57,797	06840	\$40,498	\$40,498
LIFE1X	E	7/6/2002	06843	20	\$29,378	06843	\$40,498	\$40,498
DEPLF	E	7/6/2002	06843	25	\$29,378	06843	\$40,498	\$40,498
LIFE1X	E	7/9/2001	06844	20	\$37,257	06844	\$40,498	\$40,498
DEPLF	E	7/9/2001	06844	25	\$37,257	06844	\$40,498	\$40,498

LIFE1X	E	7/23/2001	06846	20	\$49,766	06846	\$40,498	\$40,498
DEPLF	E	7/23/2001	06846	25	\$49,766	06846	\$40,498	\$40,498
LIFE1X	E	7/23/2001	06847	20	\$26,212	06847	\$40,428	\$40,428
DEPLF	E	7/23/2001	06847	25	\$26,212	06847	\$40,428	\$40,428
LIFE1X	E	4/10/2004	06849	20	\$10,214	06849	\$40,150	\$40,150
DEPLF	E	4/10/2004	06849	25	\$10,214	06849	\$40,150	\$40,150
LIFE1X	E	8/10/2001	06855	20	\$46,126	06855	\$40,150	\$40,150
DEPLF	E	8/10/2001	06855	25	\$46,126	06855	\$40,150	\$40,150
LIFE1X	E	8/13/2001	06856	20	\$46,646	06856	\$40,150	\$40,150
DEPLF	E	8/13/2001	06856	25	\$46,646	06856	\$40,150	\$40,150
LIFE1X	E	8/13/2001	06857	20	\$46,854	06857	\$39,991	\$39,991
DEPLF	E	8/13/2001	06857	25	\$46,854	06857	\$39,991	\$39,991
LIFE1X	E	6/28/2003	06863	20	\$42,548	06863	\$39,991	\$39,991
DEPLF	E	6/28/2003	06863	25	\$42,548	06863	\$39,991	\$39,991
LIFE1X	E	7/31/2004	06866	20	\$63,721	06866	\$39,991	\$39,991
DEPLF	E	7/31/2004	06866	25	\$63,721	06866	\$39,991	\$39,991
LIFE1X	E	8/27/2001	06876	20	\$44,703	06876	\$39,991	\$39,991
DEPLF	E	8/27/2001	06876	25	\$44,703	06876	\$39,991	\$39,991
LIFE1X	E	8/20/2001	06878	20	\$46,126	06878	\$39,991	\$39,991
DEPLF	E	8/20/2001	06878	25	\$46,126	06878	\$39,991	\$39,991
LIFE1X	E	9/10/2001	06885	20	\$46,854	06885	\$39,991	\$39,991
DEPLF	E	9/10/2001	06885	25	\$46,854	06885	\$39,991	\$39,991
LIFE1X	E	9/10/2001	06888	20	\$26,212	06888	\$39,510	\$39,510
DEPLF	E	9/10/2001	06888	25	\$26,212	06888	\$39,510	\$39,510
LIFE1X	E	7/12/2002	06889	20	\$33,238	06889	\$39,510	\$39,510
DEPLF	E	7/12/2002	06889	25	\$33,238	06889	\$39,510	\$39,510
LIFE1X	E	9/10/2001	06890	20	\$35,795	06890	\$39,510	\$39,510
DEPLF	E	9/10/2001	06890	25	\$35,795	06890	\$39,510	\$39,510
LIFE1X	E	9/4/2001	06891	20	\$77,455	06891	\$39,510	\$39,510
DEPLF	E	9/4/2001	06891	25	\$77,455	06891	\$39,510	\$39,510
LIFE1X	E	9/14/2001	06892	20	\$31,400	06892	\$39,510	\$39,510
DEPLF	E	9/14/2001	06892	25	\$31,400	06892	\$39,510	\$39,510
LIFE1X	E	9/14/2001	06893	20	\$31,400	06893	\$39,510	\$39,510
DEPLF	E	9/14/2001	06893	25	\$31,400	06893	\$39,510	\$39,510
LIFE1X	E	9/14/2001	06894	20	\$31,400	06894	\$39,510	\$39,510
DEPLF	E	9/14/2001	06894	25	\$31,400	06894	\$39,510	\$39,510
LIFE1X	E	9/14/2001	06895	20	\$31,400	06895	\$39,510	\$39,510
DEPLF	E	9/14/2001	06895	25	\$31,400	06895	\$39,510	\$39,510
LIFE1X	E	9/17/2001	06896	20	\$47,251	06896	\$39,327	\$39,327
DEPLF	E	9/17/2001	06896	25	\$47,251	06896	\$39,327	\$39,327
LIFE1X	E	9/15/2001	06898	20	\$66,909	06898	\$39,327	\$39,327
DEPLF	E	9/15/2001	06898	25	\$66,909	06898	\$39,327	\$39,327
LIFE1X	E	7/28/2002	06900	20	\$16,063	06900	\$39,275	\$39,275
DEPLF	E	7/28/2002	06900	25	\$16,063	06900	\$39,275	\$39,275
LIFE1X	E	9/24/2001	06904	20	\$55,047	06904	\$39,121	\$39,121
DEPLF	E	9/24/2001	06904	25	\$55,047	06904	\$39,121	\$39,121
LIFE1X	E	9/24/2001	06905	20	\$46,846	06905	\$39,121	\$39,121
DEPLF	E	9/24/2001	06905	25	\$46,846	06905	\$39,121	\$39,121
LIFE1X	E	9/24/2001	06907	20	\$52,424	06907	\$39,121	\$39,121
DEPLF	E	9/24/2001	06907	25	\$52,424	06907	\$39,121	\$39,121
LIFE1X	E	12/11/2003	06908	20	\$32,427	06908	\$39,121	\$39,121
DEPLF	E	12/11/2003	06908	25	\$32,427	06908	\$39,121	\$39,121
LIFE1X	E	5/27/2003	06910	20	\$31,637	06910	\$38,547	\$38,547
DEPLF	E	5/27/2003	06910	25	\$31,637	06910	\$38,547	\$38,547
LIFE1X	E	4/10/2004	06917	20	\$19,404	06917	\$38,547	\$38,547
DEPLF	E	4/10/2004	06917	25	\$19,404	06917	\$38,547	\$38,547
LIFE1X	E	6/21/2003	06919	20	\$30,114	06919	\$38,547	\$38,547
DEPLF	E	6/21/2003	06919	25	\$30,114	06919	\$38,547	\$38,547
LIFE1X	E	4/10/2004	06924	20	\$19,404	06924	\$38,547	\$38,547
DEPLF	E	4/10/2004	06924	25	\$19,404	06924	\$38,547	\$38,547
LIFE1X	E	10/1/2001	06927	20	\$60,688	06927	\$38,547	\$38,547
DEPLF	E	10/1/2001	06927	25	\$60,688	06927	\$38,547	\$38,547
LIFE1X	E	2/17/2004	06928	20	\$33,794	06928	\$38,547	\$38,547
DEPLF	E	2/17/2004	06928	25	\$33,794	06928	\$38,547	\$38,547
LIFE1X	E	10/1/2001	06929	20	\$33,238	06929	\$38,547	\$38,547
DEPLF	E	10/1/2001	06929	25	\$33,238	06929	\$38,547	\$38,547
LIFE1X	E	10/15/2001	06930	20	\$46,854	06930	\$38,547	\$38,547

DEPLF	E	10/15/2001	06930	25	\$46,854	06930	\$38,547	\$38,547
LIFE1X	E	12/6/2003	06931	20	\$43,950	06931	\$38,547	\$38,547
DEPLF	E	12/6/2003	06931	25	\$43,950	06931	\$38,547	\$38,547
LIFE1X	E	10/17/2001	06933	20	\$48,331	06933	\$38,547	\$38,547
DEPLF	E	10/17/2001	06933	25	\$48,331	06933	\$38,547	\$38,547
LIFE1X	E	10/11/2001	06935	20	\$47,551	06935	\$38,547	\$38,547
DEPLF	E	10/11/2001	06935	25	\$47,551	06935	\$38,547	\$38,547
LIFE1X	E	11/9/2002	06936	20	\$31,637	06936	\$38,547	\$38,547
DEPLF	E	11/9/2002	06936	25	\$31,637	06936	\$38,547	\$38,547
LIFE1X	E	4/24/2004	06939	20	\$49,928	06939	\$38,547	\$38,547
DEPLF	E	4/24/2004	06939	25	\$49,928	06939	\$38,547	\$38,547
LIFE1X	E	10/18/2001	06940	20	\$44,703	06940	\$38,547	\$38,547
DEPLF	E	10/18/2001	06940	25	\$44,703	06940	\$38,547	\$38,547
LIFE1X	E	11/13/2001	06948	20	\$54,126	06948	\$38,547	\$38,547
DEPLF	E	11/13/2001	06948	25	\$54,126	06948	\$38,547	\$38,547
LIFE1X	E	11/13/2001	06949	20	\$46,854	06949	\$38,547	\$38,547
DEPLF	E	11/13/2001	06949	25	\$46,854	06949	\$38,547	\$38,547
LIFE1X	E	11/8/2001	06950	20	\$37,209	06950	\$38,547	\$38,547
DEPLF	E	11/8/2001	06950	25	\$37,209	06950	\$38,547	\$38,547
LIFE2X	E	10/28/2001	06951	20	\$81,875	06951	\$38,547	\$38,547
DEPLF	E	10/28/2001	06951	25	\$81,875	06951	\$38,547	\$38,547
LIFE1X	E	11/5/2001	06952	20	\$29,378	06952	\$38,547	\$38,547
DEPLF	E	11/5/2001	06952	25	\$29,378	06952	\$38,547	\$38,547
LIFE1X	E	10/29/2001	06953	20	\$33,794	06953	\$38,547	\$38,547
DEPLF	E	10/29/2001	06953	25	\$33,794	06953	\$38,547	\$38,547
LIFE1X	E	10/29/2001	06956	20	\$57,797	06956	\$38,547	\$38,547
DEPLF	E	10/29/2001	06956	25	\$57,797	06956	\$38,547	\$38,547
LIFE1X	E	11/5/2001	06959	20	\$86,909	06959	\$38,547	\$38,547
DEPLF	E	11/5/2001	06959	25	\$86,909	06959	\$38,547	\$38,547
LIFE1X	E	11/19/2001	06964	20	\$63,721	06964	\$38,547	\$38,547
DEPLF	E	11/19/2001	06964	25	\$63,721	06964	\$38,547	\$38,547
LIFE1X	E	11/13/2001	06974	20	\$33,238	06974	\$38,547	\$38,547
DEPLF	E	11/13/2001	06974	25	\$33,238	06974	\$38,547	\$38,547
LIFE1X	E	12/3/2001	06979	20	\$70,254	06979	\$38,547	\$38,547
DEPLF	E	12/3/2001	06979	25	\$70,254	06979	\$38,547	\$38,547
LIFE2X	E	11/28/2001	06982	20	\$87,724	06982	\$38,547	\$38,547
DEPLF	E	11/28/2001	06982	25	\$87,724	06982	\$38,547	\$38,547
LIFE1X	E	12/3/2001	06983	20	\$48,140	06983	\$38,547	\$38,547
DEPLF	E	12/3/2001	06983	25	\$48,140	06983	\$38,547	\$38,547
LIFE1X	E	11/4/2002	06984	20	\$31,637	06984	\$38,547	\$38,547
DEPLF	E	11/4/2002	06984	25	\$31,637	06984	\$38,547	\$38,547
LIFE1X	E	12/10/2001	06985	20	\$47,551	06985	\$38,547	\$38,547
DEPLF	E	12/10/2001	06985	25	\$47,551	06985	\$38,547	\$38,547
LIFE2X	E	12/10/2001	06994	20	\$76,896	06994	\$38,547	\$38,547
DEPLF	E	12/10/2001	06994	25	\$76,896	06994	\$38,547	\$38,547
LIFE1X	E	12/17/2001	06995	20	\$73,767	06995	\$38,547	\$38,547
DEPLF	E	12/17/2001	06995	25	\$73,767	06995	\$38,547	\$38,547
LIFE1X	E	12/24/2001	06997	20	\$37,209	06997	\$38,319	\$38,319
DEPLF	E	12/24/2001	06997	25	\$37,209	06997	\$38,319	\$38,319
LIFE1X	E	12/28/2001	07007	20	\$64,366	07007	\$38,319	\$38,319
DEPLF	E	12/28/2001	07007	25	\$64,366	07007	\$38,319	\$38,319
LIFE1X	E	5/11/2002	07008	20	\$37,257	07008	\$38,319	\$38,319
DEPLF	E	5/11/2002	07008	25	\$37,257	07008	\$38,319	\$38,319
LIFE1X	E	12/31/2001	07009	20	\$57,797	07009	\$38,178	\$38,178
DEPLF	E	12/31/2001	07009	25	\$57,797	07009	\$38,178	\$38,178
LIFE1X	E	1/7/2002	07018	20	\$57,797	07018	\$38,178	\$38,178
DEPLF	E	1/7/2002	07018	25	\$57,797	07018	\$38,178	\$38,178
LIFE1X	E	1/14/2002	07019	20	\$33,238	07019	\$38,178	\$38,178
DEPLF	E	1/14/2002	07019	25	\$33,238	07019	\$38,178	\$38,178
LIFE1X	E	8/28/2004	07020	20	\$34,921	07020	\$38,126	\$38,126
DEPLF	E	8/28/2004	07020	25	\$34,921	07020	\$38,126	\$38,126
LIFE1X	E	1/7/2002	07021	20	\$55,047	07021	\$37,606	\$37,606
DEPLF	E	1/7/2002	07021	25	\$55,047	07021	\$37,606	\$37,606
LIFE1X	E	1/28/2002	07031	20	\$46,126	07031	\$37,606	\$37,606
DEPLF	E	1/28/2002	07031	25	\$46,126	07031	\$37,606	\$37,606
LIFE1X	E	1/28/2002	07032	20	\$46,126	07032	\$37,606	\$37,606
DEPLF	E	1/28/2002	07032	25	\$46,126	07032	\$37,606	\$37,606

LIFE1X	E	1/22/2002	07033	20	\$36,689	07033	\$37,606	\$37,606
DEPLF	E	1/22/2002	07033	25	\$36,689	07033	\$37,606	\$37,606
LIFE1X	E	2/14/2002	07048	20	\$73,767	07048	\$37,606	\$37,606
DEPLF	E	2/14/2002	07048	25	\$73,767	07048	\$37,606	\$37,606
LIFE1X	E	2/11/2002	07049	20	\$51,615	07049	\$37,606	\$37,606
DEPLF	E	2/11/2002	07049	25	\$51,615	07049	\$37,606	\$37,606
LIFE1X	E	2/14/2002	07050	20	\$63,721	07050	\$37,606	\$37,606
DEPLF	E	2/14/2002	07050	25	\$63,721	07050	\$37,606	\$37,606
LIFE1X	E	3/11/2003	07052	20	\$57,797	07052	\$37,606	\$37,606
DEPLF	E	3/11/2003	07052	25	\$57,797	07052	\$37,606	\$37,606
LIFE1X	E	3/5/2002	07056	20	\$46,646	07056	\$37,606	\$37,606
DEPLF	E	3/5/2002	07056	25	\$46,646	07056	\$37,606	\$37,606
LIFE1X	E	3/25/2002	07057	20	\$46,854	07057	\$37,606	\$37,606
DEPLF	E	3/25/2002	07057	25	\$46,854	07057	\$37,606	\$37,606
LIFE1X	E	7/11/2004	07060	20	\$30,114	07060	\$37,606	\$37,606
DEPLF	E	7/11/2004	07060	25	\$30,114	07060	\$37,606	\$37,606
LIFE1X	E	2/25/2002	07072	20	\$51,842	07072	\$37,606	\$37,606
DEPLF	E	2/25/2002	07072	25	\$51,842	07072	\$37,606	\$37,606
LIFE1X	E	3/11/2002	07087	20	\$83,394	07087	\$37,606	\$37,606
DEPLF	E	3/11/2002	07087	25	\$83,394	07087	\$37,606	\$37,606
LIFE1X	E	3/11/2002	07090	20	\$49,928	07090	\$37,606	\$37,606
DEPLF	E	3/11/2002	07090	25	\$49,928	07090	\$37,606	\$37,606
LIFE1X	E	3/25/2002	07091	20	\$53,917	07091	\$37,606	\$37,606
DEPLF	E	3/25/2002	07091	25	\$53,917	07091	\$37,606	\$37,606
LIFE1X	E	3/11/2002	07092	20	\$33,207	07092	\$37,489	\$37,489
DEPLF	E	3/11/2002	07092	25	\$33,207	07092	\$37,489	\$37,489
LIFE1X	E	3/25/2002	07093	20	\$46,646	07093	\$37,417	\$37,417
DEPLF	E	3/25/2002	07093	25	\$46,646	07093	\$37,417	\$37,417
LIFE1X	E	4/2/2002	07102	20	\$27,281	07102	\$37,417	\$37,417
DEPLF	E	4/2/2002	07102	25	\$27,281	07102	\$37,417	\$37,417
LIFE1X	E	8/5/2002	07110	20	\$35,795	07110	\$37,417	\$37,417
DEPLF	E	8/5/2002	07110	25	\$35,795	07110	\$37,417	\$37,417
LIFE1X	E	4/22/2002	07112	20	\$48,140	07112	\$37,257	\$37,257
DEPLF	E	4/22/2002	07112	25	\$48,140	07112	\$37,257	\$37,257
LIFE1X	E	4/22/2002	07114	20	\$52,882	07114	\$37,257	\$37,257
DEPLF	E	4/22/2002	07114	25	\$52,882	07114	\$37,257	\$37,257
LIFE1X	E	5/13/2002	07120	20	\$56,088	07120	\$37,257	\$37,257
DEPLF	E	5/13/2002	07120	25	\$56,088	07120	\$37,257	\$37,257
LIFE1X	E	5/8/2002	07122	20	\$31,637	07122	\$37,209	\$37,209
DEPLF	E	5/8/2002	07122	25	\$31,637	07122	\$37,209	\$37,209
LIFE1X	E	4/29/2002	07123	20	\$35,795	07123	\$37,209	\$37,209
DEPLF	E	4/29/2002	07123	25	\$35,795	07123	\$37,209	\$37,209
LIFE1X	E	4/29/2002	07132	20	\$46,880	07132	\$37,209	\$37,209
DEPLF	E	4/29/2002	07132	25	\$46,880	07132	\$37,209	\$37,209
LIFE1X	E	5/7/2002	07135	20	\$43,131	07135	\$37,079	\$37,079
DEPLF	E	5/7/2002	07135	25	\$43,131	07135	\$37,079	\$37,079
LIFE1X	E	6/3/2002	07149	20	\$59,598	07149	\$36,689	\$36,689
DEPLF	E	6/3/2002	07149	25	\$59,598	07149	\$36,689	\$36,689
LIFE2X	E	5/13/2002	07150	20	\$97,873	07150	\$36,689	\$36,689
DEPLF	E	5/13/2002	07150	25	\$97,873	07150	\$36,689	\$36,689
LIFE1X	E	5/20/2002	07151	20	\$57,797	07151	\$36,689	\$36,689
DEPLF	E	5/20/2002	07151	25	\$57,797	07151	\$36,689	\$36,689
LIFE1X	E	7/3/2004	07152	20	\$35,795	07152	\$36,689	\$36,689
DEPLF	E	7/3/2004	07152	25	\$35,795	07152	\$36,689	\$36,689
LIFE1X	E	8/14/2004	07188	20	\$63,721	07188	\$36,689	\$36,689
DEPLF	E	8/14/2004	07188	25	\$63,721	07188	\$36,689	\$36,689
LIFE1X	E	8/3/2002	07213	20	\$42,548	07213	\$36,689	\$36,689
DEPLF	E	8/3/2002	07213	25	\$42,548	07213	\$36,689	\$36,689
LIFE1X	E	6/3/2002	07216	20	\$33,238	07216	\$36,689	\$36,689
DEPLF	E	6/3/2002	07216	25	\$33,238	07216	\$36,689	\$36,689
LIFE1X	E	6/3/2002	07218	20	\$57,797	07218	\$36,689	\$36,689
DEPLF	E	6/3/2002	07218	25	\$57,797	07218	\$36,689	\$36,689
LIFE1X	E	1/11/8/2002	07226	20	\$25,457	07226	\$36,689	\$36,689
DEPLF	E	1/11/8/2002	07226	25	\$25,457	07226	\$36,689	\$36,689
LIFE1X	E	6/15/2002	07229	20	\$33,547	07229	\$36,689	\$36,689
DEPLF	E	6/15/2002	07229	25	\$33,547	07229	\$36,689	\$36,689
LIFE1X	E	6/15/2002	07230	20	\$29,904	07230	\$36,689	\$36,689

DEPLF	E	6/15/2002	07230	25	\$29,904	07230	\$36,689	\$36,689
LIFE1X	E	6/15/2002	07231	20	\$29,904	07231	\$36,689	\$36,689
DEPLF	E	6/15/2002	07231	25	\$29,904	07231	\$36,689	\$36,689
LIFE1X	E	6/15/2002	07232	20	\$45,221	07232	\$36,627	\$36,627
DEPLF	E	6/10/2002	07232	25	\$45,221	07232	\$36,627	\$36,627
LIFE1X	E	6/10/2002	07233	20	\$33,547	07233	\$36,611	\$36,611
DEPLF	E	6/10/2002	07233	25	\$33,547	07233	\$36,611	\$36,611
LIFE1X	E	6/10/2002	07234	20	\$33,547	07234	\$36,611	\$36,611
DEPLF	E	6/10/2002	07234	25	\$33,547	07234	\$36,611	\$36,611
LIFE1X	E	6/10/2002	07235	20	\$33,547	07235	\$36,348	\$36,348
DEPLF	E	6/10/2002	07235	25	\$33,547	07235	\$36,348	\$36,348
LIFE1X	E	6/10/2002	07236	20	\$33,547	07236	\$36,348	\$36,348
DEPLF	E	6/10/2002	07236	25	\$33,547	07236	\$36,348	\$36,348
LIFE1X	E	6/10/2002	07237	20	\$33,547	07237	\$36,315	\$36,315
DEPLF	E	6/10/2002	07237	25	\$33,547	07237	\$36,315	\$36,315
LIFE1X	E	6/24/2002	07238	20	\$44,470	07238	\$35,795	\$35,795
DEPLF	E	6/24/2002	07238	25	\$44,470	07238	\$35,795	\$35,795
LIFE1X	E	6/31/2002	07245	20	\$21,112	07245	\$35,795	\$35,795
DEPLF	E	6/31/2002	07245	25	\$21,112	07245	\$35,795	\$35,795
LIFE1X	E	6/17/2002	07249	20	\$52,882	07249	\$35,795	\$35,795
DEPLF	E	6/17/2002	07249	25	\$52,882	07249	\$35,795	\$35,795
LIFE1X	E	6/11/2002	07251	20	\$63,721	07251	\$35,795	\$35,795
DEPLF	E	6/11/2002	07251	25	\$63,721	07251	\$35,795	\$35,795
LIFE1X	E	6/24/2002	07254	20	\$36,315	07254	\$35,795	\$35,795
DEPLF	E	6/24/2002	07254	25	\$36,315	07254	\$35,795	\$35,795
LIFE1X	E	7/1/2002	07255	20	\$37,257	07255	\$35,795	\$35,795
DEPLF	E	7/1/2002	07255	25	\$37,257	07255	\$35,795	\$35,795
LIFE1X	E	7/1/2002	07256	20	\$35,795	07256	\$35,795	\$35,795
DEPLF	E	7/1/2002	07256	25	\$35,795	07256	\$35,795	\$35,795
LIFE2X	E	7/29/2002	07266	20	\$84,033	07266	\$35,795	\$35,795
DEPLF	E	7/29/2002	07266	25	\$84,033	07266	\$35,795	\$35,795
LIFE1X	E	7/29/2002	07280	20	\$81,328	07280	\$35,795	\$35,795
DEPLF	E	7/29/2002	07280	25	\$81,328	07280	\$35,795	\$35,795
LIFE1X	E	8/23/2002	07291	20	\$43,950	07291	\$35,795	\$35,795
DEPLF	E	8/23/2002	07291	25	\$43,950	07291	\$35,795	\$35,795
LIFE1X	E	8/23/2002	07292	20	\$43,950	07292	\$35,795	\$35,795
DEPLF	E	8/23/2002	07292	25	\$43,950	07292	\$35,795	\$35,795
LIFE1X	E	8/5/2002	07296	20	\$41,278	07296	\$35,795	\$35,795
DEPLF	E	8/5/2002	07296	25	\$41,278	07296	\$35,795	\$35,795
LIFE1X	E	8/2/2004	07300	20	\$44,703	07300	\$35,795	\$35,795
DEPLF	E	8/2/2004	07300	25	\$44,703	07300	\$35,795	\$35,795
LIFE2X	E	8/26/2002	07301	20	\$102,202	07301	\$35,649	\$35,649
DEPLF	E	8/26/2002	07301	25	\$102,202	07301	\$35,649	\$35,649
LIFE2X	E	9/3/2002	07304	20	\$84,033	07304	\$35,483	\$35,483
DEPLF	E	9/3/2002	07304	25	\$84,033	07304	\$35,483	\$35,483
LIFE1X	E	8/26/2002	07307	20	\$35,795	07307	\$35,441	\$35,441
DEPLF	E	8/26/2002	07307	25	\$35,795	07307	\$35,441	\$35,441
LIFE1X	E	8/26/2002	07308	20	\$55,047	07308	\$35,441	\$35,441
DEPLF	E	8/26/2002	07308	25	\$55,047	07308	\$35,441	\$35,441
LIFE1X	E	8/19/2002	07309	20	\$17,035	07309	\$35,218	\$35,218
DEPLF	E	8/19/2002	07309	25	\$17,035	07309	\$35,218	\$35,218
LIFE1X	E	8/19/2002	07311	20	\$32,427	07311	\$34,921	\$34,921
DEPLF	E	8/19/2002	07311	25	\$32,427	07311	\$34,921	\$34,921
LIFE1X	E	8/19/2002	07312	20	\$29,378	07312	\$34,921	\$34,921
DEPLF	E	8/19/2002	07312	25	\$29,378	07312	\$34,921	\$34,921
LIFE1X	E	8/19/2002	07313	20	\$27,964	07313	\$34,921	\$34,921
DEPLF	E	8/19/2002	07313	25	\$27,964	07313	\$34,921	\$34,921
LIFE1X	E	7/31/2004	07322	20	\$30,114	07322	\$34,921	\$34,921
DEPLF	E	7/31/2004	07322	25	\$30,114	07322	\$34,921	\$34,921
LIFE1X	E	9/9/2002	07324	20	\$35,795	07324	\$34,921	\$34,921
DEPLF	E	9/9/2002	07324	25	\$35,795	07324	\$34,921	\$34,921
LIFE1X	E	9/3/2002	07325	20	\$46,966	07325	\$34,921	\$34,921
DEPLF	E	9/3/2002	07325	25	\$46,966	07325	\$34,921	\$34,921
LIFE2X	E	9/9/2002	07326	20	\$97,898	07326	\$34,921	\$34,921
DEPLF	E	9/9/2002	07326	25	\$97,898	07326	\$34,921	\$34,921
LIFE1X	E	9/9/2002	07328	20	\$63,721	07328	\$34,850	\$34,850
DEPLF	E	9/9/2002	07328	25	\$63,721	07328	\$34,850	\$34,850

LIFE1X	E	8/28/2004	07329	20	\$52,424	07329			\$34,460	\$34,460
DEPLF	E	8/28/2004	07329	25	\$52,424	07329			\$34,460	\$34,460
LIFE1X	E	9/30/2002	07337	20	\$43,950	07337			\$34,070	\$34,070
DEPLF	E	9/30/2002	07337	25	\$43,950	07337			\$34,070	\$34,070
LIFE1X	E	9/23/2002	07338	20	\$31,637	07338			\$34,070	\$34,070
DEPLF	E	9/23/2002	07338	25	\$31,637	07338			\$34,070	\$34,070
LIFE1X	E	9/23/2002	07339	20	\$55,047	07339			\$34,070	\$34,070
DEPLF	E	9/23/2002	07339	25	\$55,047	07339			\$34,070	\$34,070
LIFE1X	E	9/24/2002	07340	20	\$66,909	07340			\$34,070	\$34,070
DEPLF	E	9/24/2002	07340	25	\$66,909	07340			\$34,070	\$34,070
LIFE1X	E	9/16/2002	07341	20	\$31,637	07341			\$34,070	\$34,070
DEPLF	E	9/16/2002	07341	25	\$31,637	07341			\$34,070	\$34,070
LIFE2X	E	10/21/2002	07345	20	\$77,044	07345			\$34,070	\$34,070
DEPLF	E	10/21/2002	07345	25	\$77,044	07345			\$34,070	\$34,070
LIFE1X	E	10/14/2002	07350	20	\$60,688	07350			\$34,070	\$34,070
DEPLF	E	10/14/2002	07350	25	\$60,688	07350			\$34,070	\$34,070
LIFE1X	E	5/10/2003	07354	20	\$77,455	07354			\$34,070	\$34,070
DEPLF	E	5/10/2003	07354	25	\$77,455	07354			\$34,070	\$34,070
LIFE1X	E	10/7/2002	07355	20	\$73,767	07355			\$33,794	\$33,794
DEPLF	E	10/7/2002	07355	25	\$73,767	07355			\$33,794	\$33,794
LIFE1X	E	10/11/2002	07356	20	\$15,969	07356			\$33,794	\$33,794
DEPLF	E	10/11/2002	07356	25	\$15,969	07356			\$33,794	\$33,794
LIFE1X	E	9/30/2002	07362	20	\$41,511	07362			\$33,794	\$33,794
DEPLF	E	9/30/2002	07362	25	\$41,511	07362			\$33,794	\$33,794
LIFE1X	E	9/30/2002	07362	20	\$41,511	07362			\$33,794	\$33,794
DEPLF	E	9/30/2002	07362	25	\$41,511	07362			\$33,794	\$33,794
LIFE1X	E	9/30/2002	07363	20	\$47,551	07363			\$33,758	\$33,758
DEPLF	E	9/30/2002	07363	25	\$47,551	07363			\$33,758	\$33,758
LIFE1X	E	11/4/2002	07371	20	\$41,511	07371			\$33,547	\$33,547
DEPLF	E	11/4/2002	07371	25	\$41,511	07371			\$33,547	\$33,547
LIFE1X	E	10/28/2002	07373	20	\$57,797	07373			\$33,547	\$33,547
DEPLF	E	10/28/2002	07373	25	\$57,797	07373			\$33,547	\$33,547
LIFE1X	E	11/18/2002	07376	20	\$48,953	07376			\$33,547	\$33,547
DEPLF	E	11/18/2002	07376	25	\$48,953	07376			\$33,547	\$33,547
LIFE1X	E	11/18/2002	07377	20	\$48,953	07377			\$33,547	\$33,547
DEPLF	E	11/18/2002	07377	25	\$48,953	07377			\$33,547	\$33,547
LIFE1X	E	11/11/2002	07378	20	\$37,417	07378			\$33,547	\$33,547
DEPLF	E	11/11/2002	07378	25	\$37,417	07378			\$33,547	\$33,547
LIFE1X	E	12/2/2002	07380	20	\$44,470	07380			\$33,547	\$33,547
DEPLF	E	12/2/2002	07380	25	\$44,470	07380			\$33,547	\$33,547
LIFE1X	E	11/18/2002	07387	20	\$49,344	07387			\$33,238	\$33,238
DEPLF	E	11/18/2002	07387	25	\$49,344	07387			\$33,238	\$33,238
LIFE2X	E	11/25/2002	07389	20	\$119,676	07389			\$33,238	\$33,238
DEPLF	E	11/25/2002	07389	25	\$119,676	07389			\$33,238	\$33,238
LIFE1X	E	12/2/2002	07390	20	\$52,424	07390			\$33,238	\$33,238
DEPLF	E	12/2/2002	07390	25	\$52,424	07390			\$33,238	\$33,238
LIFE1X	E	11/25/2002	07391	20	\$29,193	07391			\$33,238	\$33,238
DEPLF	E	11/25/2002	07391	25	\$29,193	07391			\$33,238	\$33,238
LIFE1X	E	12/11/2002	07392	20	\$70,254	07392			\$33,238	\$33,238
DEPLF	E	12/11/2002	07392	25	\$70,254	07392			\$33,238	\$33,238
LIFE1X	E	12/9/2002	07394	20	\$52,424	07394			\$33,238	\$33,238
DEPLF	E	12/9/2002	07394	25	\$52,424	07394			\$33,238	\$33,238
LIFE1X	E	1/6/2003	07395	20	\$38,126	07395			\$33,238	\$33,238
DEPLF	E	1/6/2003	07395	25	\$38,126	07395			\$33,238	\$33,238
LIFE1X	E	1/6/2003	07396	20	\$33,758	07396			\$33,238	\$33,238
DEPLF	E	1/6/2003	07396	25	\$33,758	07396			\$33,238	\$33,238
LIFE1X	E	1/13/2003	07397	20	\$56,066	07397			\$33,207	\$33,207
DEPLF	E	1/13/2003	07397	25	\$56,066	07397			\$33,207	\$33,207
LIFE1X	E	1/13/2003	07398	20	\$47,551	07398			\$32,968	\$32,968
DEPLF	E	1/13/2003	07398	25	\$47,551	07398			\$32,968	\$32,968
LIFE1X	E	12/23/2002	07399	20	\$37,606	07399			\$32,968	\$32,968
DEPLF	E	12/23/2002	07399	25	\$37,606	07399			\$32,968	\$32,968
LIFE1X	E	12/23/2002	07400	20	\$31,637	07400			\$32,427	\$32,427
DEPLF	E	12/23/2002	07400	25	\$31,637	07400			\$32,427	\$32,427
LIFE1X	E	4/14/2003	07401	20	\$30,865	07401			\$32,427	\$32,427
DEPLF	E	4/14/2003	07401	25	\$30,865	07401			\$32,427	\$32,427
LIFE1X	E	1/6/2003	07404	20	\$27,964	07404			\$32,427	\$32,427

DEPLF	E	1/8/2003	07404	25	\$27,964	07404	\$32,427	\$32,427
LIFE2X	E	1/13/2003	07406	20	\$89,610	07406	\$32,427	\$32,427
DEPLF	E	1/13/2003	07406	25	\$89,610	07406	\$32,427	\$32,427
LIFE1X	E	1/13/2003	07412	20	\$55,047	07412	\$32,427	\$32,427
DEPLF	E	1/13/2003	07412	25	\$55,047	07412	\$32,427	\$32,427
LIFE1X	E	1/7/2003	07416	20	\$66,909	07416	\$32,427	\$32,427
DEPLF	E	1/7/2003	07416	25	\$66,909	07416	\$32,427	\$32,427
LIFE1X	E	12/8/2003	07428	20	\$22,949	07428	\$32,427	\$32,427
DEPLF	E	12/8/2003	07428	25	\$22,949	07428	\$32,427	\$32,427
LIFE1X	E	2/18/2003	07432	20	\$43,950	07432	\$32,427	\$32,427
DEPLF	E	2/18/2003	07432	25	\$43,950	07432	\$32,427	\$32,427
LIFE1X	E	2/18/2003	07433	20	\$43,950	07433	\$32,427	\$32,427
DEPLF	E	2/18/2003	07433	25	\$43,950	07433	\$32,427	\$32,427
LIFE1X	E	2/3/2003	07442	20	\$57,797	07442	\$32,427	\$32,427
DEPLF	E	2/3/2003	07442	25	\$57,797	07442	\$32,427	\$32,427
LIFE1X	E	8/2/2003	07457	20	\$31,637	07457	\$32,427	\$32,427
DEPLF	E	8/2/2003	07457	25	\$31,637	07457	\$32,427	\$32,427
LIFE1X	E	3/11/2003	07487	20	\$39,121	07487	\$32,417	\$32,417
DEPLF	E	3/11/2003	07487	25	\$39,121	07487	\$32,417	\$32,417
LIFE2X	E	3/10/2003	07488	20	\$112,731	07488	\$32,365	\$32,365
DEPLF	E	3/10/2003	07488	25	\$112,731	07488	\$32,365	\$32,365
LIFE1X	E	4/21/2003	07501	20	\$56,586	07501	\$32,122	\$32,122
DEPLF	E	4/21/2003	07501	25	\$56,586	07501	\$32,122	\$32,122
LIFE1X	E	10/11/2003	07503	20	\$36,547	07503	\$31,637	\$31,637
DEPLF	E	10/11/2003	07503	25	\$36,547	07503	\$31,637	\$31,637
LIFE1X	E	4/12/2003	07507	20	\$31,637	07507	\$31,637	\$31,637
DEPLF	E	4/12/2003	07507	25	\$31,637	07507	\$31,637	\$31,637
LIFE1X	E	4/12/2003	07512	20	\$37,606	07512	\$31,637	\$31,637
DEPLF	E	4/12/2003	07512	25	\$37,606	07512	\$31,637	\$31,637
LIFE1X	E	4/21/2003	07513	20	\$57,797	07513	\$31,637	\$31,637
DEPLF	E	4/21/2003	07513	25	\$57,797	07513	\$31,637	\$31,637
LIFE1X	E	4/14/2003	07514	20	\$32,417	07514	\$31,637	\$31,637
DEPLF	E	4/14/2003	07514	25	\$32,417	07514	\$31,637	\$31,637
LIFE1X	E	5/12/2003	07516	20	\$50,854	07516	\$31,637	\$31,637
DEPLF	E	5/12/2003	07516	25	\$50,854	07516	\$31,637	\$31,637
LIFE1X	E	1/21/2004	07522	20	\$66,909	07522	\$31,637	\$31,637
DEPLF	E	1/21/2004	07522	25	\$66,909	07522	\$31,637	\$31,637
LIFE1X	E	5/5/2003	07524	20	\$39,510	07524	\$31,637	\$31,637
DEPLF	E	5/5/2003	07524	25	\$39,510	07524	\$31,637	\$31,637
LIFE1X	E	5/19/2003	07543	20	\$57,797	07543	\$31,637	\$31,637
DEPLF	E	5/19/2003	07543	25	\$57,797	07543	\$31,637	\$31,637
LIFE1X	E	5/17/2003	07558	20	\$31,637	07558	\$31,637	\$31,637
DEPLF	E	5/17/2003	07558	25	\$31,637	07558	\$31,637	\$31,637
LIFE1X	E	6/2/2003	07562	20	\$29,378	07562	\$31,637	\$31,637
DEPLF	E	6/2/2003	07562	25	\$29,378	07562	\$31,637	\$31,637
LIFE1X	E	8/21/2003	07569	20	\$37,417	07569	\$31,637	\$31,637
DEPLF	E	8/21/2003	07569	25	\$37,417	07569	\$31,637	\$31,637
LIFE1X	E	5/24/2003	07580	20	\$31,637	07580	\$31,637	\$31,637
DEPLF	E	5/24/2003	07580	25	\$31,637	07580	\$31,637	\$31,637
LIFE1X	E	5/27/2003	07581	20	\$30,894	07581	\$31,637	\$31,637
DEPLF	E	5/27/2003	07581	25	\$30,894	07581	\$31,637	\$31,637
LIFE1X	E	6/18/2003	07586	20	\$49,928	07586	\$31,400	\$31,400
DEPLF	E	6/18/2003	07586	25	\$49,928	07586	\$31,400	\$31,400
LIFE1X	E	6/3/2003	07587	20	\$16,800	07587	\$31,400	\$31,400
DEPLF	E	6/3/2003	07587	25	\$16,800	07587	\$31,400	\$31,400
LIFE2X	E	5/15/2003	07593	20	\$88,457	07593	\$31,400	\$31,400
DEPLF	E	5/15/2003	07593	25	\$88,457	07593	\$31,400	\$31,400
LIFE1X	E	6/30/2003	07594	20	\$35,795	07594	\$31,400	\$31,400
DEPLF	E	6/30/2003	07594	25	\$35,795	07594	\$31,400	\$31,400
LIFE1X	E	6/28/2003	07598	20	\$25,457	07598	\$31,400	\$31,400
DEPLF	E	6/28/2003	07598	25	\$25,457	07598	\$31,400	\$31,400
LIFE1X	E	6/23/2003	07599	20	\$34,070	07599	\$31,400	\$31,400
DEPLF	E	6/23/2003	07599	25	\$34,070	07599	\$31,400	\$31,400
LIFE1X	F	6/24/2003	07600	20	\$31,637	07600	\$31,255	\$31,255
DEPLF	E	6/28/2003	07600	25	\$31,637	07600	\$31,255	\$31,255
LIFE2X	E	7/1/2003	07602	20	\$89,206	07602	\$31,111	\$31,111
DEPLF	E	7/1/2003	07602	25	\$89,206	07602	\$31,111	\$31,111

LIFE1X	E	7/1/2003	07603	20	\$31,637	07603	\$31,111	\$31,111
DEPLF	E	7/1/2003	07603	25	\$31,637	07603	\$31,111	\$31,111
LIFE1X	E	7/14/2003	07604	20	\$37,417	07604	\$31,111	\$31,111
DEPLF	E	7/14/2003	07604	25	\$37,417	07604	\$31,111	\$31,111
LIFE1X	E	7/3/2004	07607	20	\$26,810	07607	\$31,111	\$31,111
DEPLF	E	7/3/2004	07607	25	\$26,810	07607	\$31,111	\$31,111
LIFE1X	E	11/8/2003	07608	20	\$28,660	07608	\$31,111	\$31,111
DEPLF	E	11/8/2003	07608	25	\$28,660	07608	\$31,111	\$31,111
LIFE1X	E	7/12/2003	07609	20	\$30,114	07609	\$31,111	\$31,111
DEPLF	E	7/12/2003	07609	25	\$30,114	07609	\$31,111	\$31,111
LIFE1X	E	8/4/2003	07610	20	\$44,470	07610	\$31,019	\$31,019
DEPLF	E	8/4/2003	07610	25	\$44,470	07610	\$31,019	\$31,019
LIFE1X	E	7/28/2003	07611	20	\$34,070	07611	\$31,019	\$31,019
DEPLF	E	7/28/2003	07611	25	\$34,070	07611	\$31,019	\$31,019
LIFE1X	E	12/8/2003	07612	20	\$23,469	07612	\$31,019	\$31,019
DEPLF	E	12/8/2003	07612	25	\$23,469	07612	\$31,019	\$31,019
LIFE1X	E	7/21/2003	07613	20	\$32,427	07613	\$31,019	\$31,019
DEPLF	E	7/21/2003	07613	25	\$32,427	07613	\$31,019	\$31,019
LIFE1X	E	8/11/2003	07618	20	\$28,479	07618	\$30,894	\$30,894
DEPLF	E	8/11/2003	07618	25	\$28,479	07618	\$30,894	\$30,894
LIFE1X	E	8/11/2003	07619	20	\$32,122	07619	\$30,865	\$30,865
DEPLF	E	8/11/2003	07619	25	\$32,122	07619	\$30,865	\$30,865
LIFE1X	E	8/11/2003	07620	20	\$28,479	07620	\$30,865	\$30,865
DEPLF	E	8/11/2003	07620	25	\$28,479	07620	\$30,865	\$30,865
LIFE1X	E	9/13/2003	07624	20	\$32,427	07624	\$30,865	\$30,865
DEPLF	E	9/13/2003	07624	25	\$32,427	07624	\$30,865	\$30,865
LIFE1X	E	12/8/2003	07635	20	\$23,469	07635	\$30,865	\$30,865
DEPLF	E	12/8/2003	07635	25	\$23,469	07635	\$30,865	\$30,865
LIFE1X	E	1/26/2004	07637	20	\$57,797	07637	\$30,114	\$30,114
DEPLF	E	1/26/2004	07637	25	\$57,797	07637	\$30,114	\$30,114
LIFE1X	E	8/18/2003	07638	20	\$16,214	07638	\$30,114	\$30,114
DEPLF	E	8/18/2003	07638	25	\$16,214	07638	\$30,114	\$30,114
LIFE1X	E	9/2/2003	07640	20	\$70,254	07640	\$30,114	\$30,114
DEPLF	E	9/2/2003	07640	25	\$70,254	07640	\$30,114	\$30,114
LIFE1X	E	7/26/2004	07643	20	\$9,895	07643	\$30,114	\$30,114
DEPLF	E	7/26/2004	07643	25	\$9,895	07643	\$30,114	\$30,114
LIFE1X	E	9/8/2003	07644	20	\$49,928	07644	\$30,114	\$30,114
DEPLF	E	9/8/2003	07644	25	\$49,928	07644	\$30,114	\$30,114
LIFE1X	E	9/22/2003	07649	20	\$57,797	07649	\$30,114	\$30,114
DEPLF	E	9/22/2003	07649	25	\$57,797	07649	\$30,114	\$30,114
LIFE1X	E	9/24/2003	07650	20	\$42,548	07650	\$30,114	\$30,114
DEPLF	E	9/24/2003	07650	25	\$42,548	07650	\$30,114	\$30,114
LIFE1X	E	9/22/2003	07653	20	\$20,132	07653	\$30,114	\$30,114
DEPLF	E	9/22/2003	07653	25	\$20,132	07653	\$30,114	\$30,114
LIFE1X	E	3/13/2004	07663	20	\$22,949	07663	\$30,114	\$30,114
DEPLF	E	3/13/2004	07663	25	\$22,949	07663	\$30,114	\$30,114
LIFE1X	E	8/28/2004	07669	20	\$86,909	07669	\$30,114	\$30,114
DEPLF	E	8/28/2004	07669	25	\$86,909	07669	\$30,114	\$30,114
LIFE1X	E	10/27/2003	07673	20	\$35,795	07673	\$30,114	\$30,114
DEPLF	E	10/20/2003	07673	25	\$35,795	07673	\$30,114	\$30,114
LIFE1X	E	10/27/2003	07681	20	\$41,076	07681	\$30,114	\$30,114
DEPLF	E	10/27/2003	07681	25	\$41,076	07681	\$30,114	\$30,114
LIFE2X	E	11/17/2003	07685	20	\$73,000	07685	\$30,114	\$30,114
DEPLF	E	11/17/2003	07685	25	\$73,000	07685	\$30,114	\$30,114
LIFE1X	E	11/18/2003	07686	20	\$36,547	07686	\$30,114	\$30,114
DEPLF	E	11/18/2003	07686	25	\$36,547	07686	\$30,114	\$30,114
LIFE1X	E	7/12/2004	07687	20	\$26,616	07687	\$30,114	\$30,114
DEPLF	E	7/12/2004	07687	25	\$26,616	07687	\$30,114	\$30,114
LIFE1X	E	11/24/2003	07689	20	\$30,114	07689	\$29,904	\$29,904
DEPLF	E	11/24/2003	07689	25	\$30,114	07689	\$29,904	\$29,904
LIFE1X	E	11/22/2003	07692	20	\$26,616	07692	\$29,904	\$29,904
DEPLF	E	11/22/2003	07692	25	\$26,616	07692	\$29,904	\$29,904
LIFE1X	E	2/28/2004	07695	20	\$40,498	07695	\$29,898	\$29,898
DEPLF	E	2/28/2004	07695	25	\$40,498	07695	\$29,898	\$29,898
LIFE1X	E	12/8/2003	07696	20	\$39,510	07696	\$29,378	\$29,378
DEPLF	E	12/8/2003	07696	25	\$39,510	07696	\$29,378	\$29,378
LIFE1X	E	12/15/2003	07697	20	\$70,254	07697	\$29,378	\$29,378

DEPLF	E	12/15/2003	07697	25	\$70,254	07697	\$29,378	\$29,378
LIFE1X	E	12/15/2003	07699	20	\$30,114	07699	\$29,378	\$29,378
DEPLF	E	12/15/2003	07699	25	\$30,114	07699	\$29,378	\$29,378
LIFE1X	E	12/15/2003	07700	20	\$58,627	07700	\$29,378	\$29,378
DEPLF	E	12/15/2003	07700	25	\$58,627	07700	\$29,378	\$29,378
LIFE1X	E	1/1/2004	07701	20	\$55,047	07701	\$29,378	\$29,378
DEPLF	E	1/1/2004	07701	25	\$55,047	07701	\$29,378	\$29,378
LIFE1X	E	1/5/2004	07703	20	\$49,928	07703	\$29,378	\$29,378
DEPLF	E	1/5/2004	07703	25	\$49,928	07703	\$29,378	\$29,378
LIFE1X	E	1/5/2004	07704	20	\$52,424	07704	\$29,378	\$29,378
DEPLF	E	1/5/2004	07704	25	\$52,424	07704	\$29,378	\$29,378
LIFE1X	E	1/28/2004	07705	20	\$35,441	07705	\$29,378	\$29,378
DEPLF	E	1/28/2004	07705	25	\$35,441	07705	\$29,378	\$29,378
LIFE2X	E	1/20/2004	07714	20	\$92,500	07714	\$29,378	\$29,378
DEPLF	E	1/20/2004	07714	25	\$92,500	07714	\$29,378	\$29,378
LIFE1X	E	2/9/2004	07720	20	\$54,467	07720	\$29,378	\$29,378
DEPLF	E	2/9/2004	07720	25	\$54,467	07720	\$29,378	\$29,378
LIFE2X	E	2/2/2004	07721	20	\$82,500	07721	\$29,378	\$29,378
DEPLF	E	2/2/2004	07721	25	\$82,500	07721	\$29,378	\$29,378
LIFE1X	E	1/31/2004	07722	20	\$31,637	07722	\$29,378	\$29,378
DEPLF	E	1/31/2004	07722	25	\$31,637	07722	\$29,378	\$29,378
LIFE1X	E	7/3/2004	07724	20	\$40,498	07724	\$29,193	\$29,193
DEPLF	E	7/3/2004	07724	25	\$40,498	07724	\$29,193	\$29,193
LIFE1X	E	3/1/2004	07727	20	\$41,850	07727	\$28,660	\$28,660
DEPLF	E	3/1/2004	07727	25	\$41,850	07727	\$28,660	\$28,660
LIFE1X	E	3/1/2004	07749	20	\$41,850	07749	\$28,660	\$28,660
DEPLF	E	3/1/2004	07749	25	\$41,850	07749	\$28,660	\$28,660
LIFE1X	E	2/17/2004	07750	20	\$46,966	07750	\$28,660	\$28,660
DEPLF	E	2/17/2004	07750	25	\$46,966	07750	\$28,660	\$28,660
LIFE1X	E	7/31/2004	07751	20	\$30,114	07751	\$28,479	\$28,479
DEPLF	E	7/31/2004	07751	25	\$30,114	07751	\$28,479	\$28,479
LIFE1X	E	3/1/2004	07753	20	\$43,613	07753	\$28,479	\$28,479
DEPLF	E	3/1/2004	07753	25	\$43,613	07753	\$28,479	\$28,479
LIFE1X	E	3/8/2004	07759	20	\$20,284	07759	\$28,103	\$28,103
DEPLF	E	3/8/2004	07759	25	\$20,284	07759	\$28,103	\$28,103
LIFE1X	E	3/8/2004	07761	20	\$30,114	07761	\$28,103	\$28,103
DEPLF	E	3/8/2004	07761	25	\$30,114	07761	\$28,103	\$28,103
LIFE1X	E	3/9/2004	07762	20	\$23,469	07762	\$28,103	\$28,103
DEPLF	E	3/9/2004	07762	25	\$23,469	07762	\$28,103	\$28,103
LIFE1X	E	3/15/2004	07773	20	\$49,928	07773	\$27,964	\$27,964
DEPLF	E	3/15/2004	07773	25	\$49,928	07773	\$27,964	\$27,964
LIFE1X	E	8/28/2004	07783	20	\$49,344	07783	\$27,964	\$27,964
DEPLF	E	8/28/2004	07783	25	\$49,344	07783	\$27,964	\$27,964
LIFE1X	E	8/28/2004	07784	20	\$49,344	07784	\$27,281	\$27,281
DEPLF	E	8/28/2004	07784	25	\$49,344	07784	\$27,281	\$27,281
LIFE1X	E	3/29/2004	07785	20	\$50,575	07785	\$27,281	\$27,281
DEPLF	E	3/29/2004	07785	25	\$50,575	07785	\$27,281	\$27,281
LIFE1X	E	4/5/2004	07788	20	\$28,660	07788	\$27,281	\$27,281
DEPLF	E	4/5/2004	07788	25	\$28,660	07788	\$27,281	\$27,281
LIFE1X	E	4/12/2004	07798	20	\$23,469	07798	\$27,281	\$27,281
DEPLF	E	4/12/2004	07798	25	\$23,469	07798	\$27,281	\$27,281
LIFE1X	E	4/26/2004	07800	20	\$41,850	07800	\$27,136	\$27,136
DEPLF	E	4/26/2004	07800	25	\$41,850	07800	\$27,136	\$27,136
LIFE1X	E	5/3/2004	07808	20	\$32,427	07808	\$26,616	\$26,616
DEPLF	E	5/3/2004	07808	25	\$32,427	07808	\$26,616	\$26,616
LIFE1X	E	8/2/2004	07840	20	\$9,895	07840	\$26,616	\$26,616
DEPLF	E	8/2/2004	07840	25	\$9,895	07840	\$26,616	\$26,616
LIFE1X	E	5/10/2004	07856	20	\$32,427	07856	\$26,616	\$26,616
DEPLF	E	5/10/2004	07856	25	\$32,427	07856	\$26,616	\$26,616
LIFE1X	E	5/10/2004	07857	20	\$30,114	07857	\$26,616	\$26,616
DEPLF	E	5/10/2004	07857	25	\$30,114	07857	\$26,616	\$26,616
LIFE1X	E	5/17/2004	07891	20	\$30,114	07891	\$26,212	\$26,212
DEPLF	E	5/17/2004	07891	25	\$30,114	07891	\$26,212	\$26,212
LIFE1X	E	6/1/2004	07913	20	\$70,254	07913	\$26,212	\$26,212
DEPLF	E	6/1/2004	07913	25	\$70,254	07913	\$26,212	\$26,212
LIFE1X	E	6/1/2004	07918	20	\$49,928	07918	\$25,852	\$25,852
DEPLF	E	6/1/2004	07918	25	\$49,928	07918	\$25,852	\$25,852

STDDNB Delta Before tax	E=Elect	1=Emp Only	11=Dental
STDDNA Delta After tax	W-Waive	2=Emp+1	14=Vision
PPDDNB - Fortis Before tax		3=Emp+2+	
PPDDNA -Fortis After Tax		4=Family	
VISION - VSP			

Plan	Covrg Elec	Cd	Eff Date	ID	Plan Typ		
STDDNB	E	1	7/1/1999	00142	11	VISION	
VISION	E	1	7/1/1999	00142	14	EE	344
STDDNB	E	1	7/1/1999	00143	11	Family	572
VISION	E	1	7/1/1999	00143	14	Indemnity Dental	
STDDNB	E	1	7/1/1999	00169	11	EE	297
VISION	E	1	7/1/1999	00169	14	EE +1	156
STDDNA	E	2	7/6/2002	00171	11	EE + Family	447
VISION	E	4	6/15/2002	00171	14	Prepaid Dental	
STDDNB	E	1	7/1/1999	00218	11	EE	44
VISION	E	4	10/13/2001	00218	14	EE +1	35
STDDNB	E	3	12/22/2001	00322	11	EE + Family	66
VISION	E	4	7/1/1999	00322	14		
PPDDNB	E	3	1/16/2004	00368	11		
VISION	E	4	1/16/2004	00368	14		
STDDNB	E	3	12/22/2001	00386	11		
VISION	E	4	7/1/1999	00386	14		
STDDNB	E	2	12/22/2001	00396	11		
VISION	E	4	7/1/1999	00396	14		
STDDNB	E	2	3/18/2004	00400	11		
VISION	E	4	3/18/2004	00400	14		
STDDNB	E	1	7/1/1999	00402	11		
VISION	E	1	7/1/1999	00402	14		
PPDDNB	E	3	12/22/2001	00404	11		
VISION	E	4	11/21/2000	00404	14		
STDDNB	E	2	12/22/2001	00445	11		
VISION	E	4	11/1/2001	00445	14		
STDDNB	E	3	12/20/2003	00446	11		
VISION	E	4	6/27/2003	00446	14		
STDDNB	E	3	12/22/2001	00456	11		
VISION	E	4	7/1/1999	00456	14		
STDDNB	E	3	12/22/2001	00470	11		

VISION	E	4	7/1/1999 00470	14
STDDNB	E	1	7/1/1999 00477	11
VISION	E	1	7/1/1999 00477	14
STDDNB	E	1	10/26/2002 00481	11
VISION	E	1	10/26/2002 00481	14
STDDNB	E	3	12/22/2001 00489	11
VISION	E	4	8/2/2003 00489	14
STDDNB	E	2	12/20/2003 00495	11
VISION	E	4	12/20/2003 00495	14
PPDDNB	E	3	5/1/2002 00516	11
VISION	E	4	5/1/2002 00516	14
STDDNB	E	3	12/22/2001 00602	11
VISION	E	4	7/1/1999 00602	14
STDDNB	E	3	3/1/2002 00712	11
VISION	E	4	3/1/2002 00712	14
VISION	E	4	7/1/1999 00902	14
STDDNB	E	3	12/22/2001 00902	11
STDDNB	E	3	6/25/2003 00952	11
VISION	E	4	6/25/2003 00952	14
STDDNB	E	2	6/1/2003 00957	11
VISION	E	4	6/1/2003 00957	14
PPDDNB	E	1	8/1/1999 00971	11
VISION	E	1	8/1/1999 00971	14
STDDNB	E	2	12/22/2001 00978	11
VISION	E	4	7/1/1999 00978	14
STDDNB	E	3	12/22/2001 00979	11
VISION	E	4	7/1/1999 00979	14
STDDNB	E	2	1/17/2004 00983	11
VISION	E	4	2/1/2002 00983	14
STDDNB	E	1	6/18/1999 00986	11
VISION	E	1	6/18/1999 00986	14
STDDNB	E	3	1/4/2003 00987	11
VISION	E	4	1/4/2003 00987	14
STDDNB	E	3	12/22/2001 01206	11
VISION	E	4	7/1/1999 01206	14
STDDNB	E	1	7/1/1999 02104	11
VISION	E	1	7/1/1999 02104	14
STDDNB	E	3	8/19/2003 02109	11
VISION	E	4	8/19/2003 02109	14
VISION	E	4	7/1/1999 02438	14
STDDNB	E	3	12/22/2001 02438	11
PPDDNB	E	3	12/22/2001 02480	11
VISION	E	4	7/1/1999 02480	14

STDDNB	E	3	11/1/2003 02504	11
VISION	E	4	11/1/2003 02504	14
STDDNB	E	2	12/22/2001 02509	11
VISION	E	4	7/1/1999 02509	14
STDDNB	E	1	7/1/1999 02517	11
VISION	E	1	7/1/1999 02517	14
STDDNB	E	3	12/22/2001 02518	11
VISION	E	4	6/6/2001 02518	14
STDDNB	E	1	7/1/1999 02519	11
VISION	E	1	7/1/1999 02519	14
STDDNB	E	3	7/6/2002 02521	11
VISION	E	4	7/6/2002 02521	14
VISION	E	1	7/1/1999 02522	14
STDDNB	E	1	7/1/1999 02522	11
PPDDNB	E	3	12/22/2001 02523	11
VISION	E	4	7/1/1999 02523	14
STDDNB	E	1	7/1/1999 02525	11
VISION	E	1	7/1/1999 02525	14
STDDNB	E	3	12/22/2001 02528	11
VISION	E	4	7/1/1999 02528	14
STDDNB	E	3	9/13/2003 02530	11
VISION	E	4	9/13/2003 02530	14
VISION	E	1	7/1/1999 02531	14
PPDDNB	E	1	7/1/1999 02531	11
VISION	E	4	2/16/2001 02533	14
STDDNB	E	3	12/22/2001 02533	11
STDDNB	E	3	12/22/2001 02534	11
VISION	E	4	7/1/1999 02534	14
PPDDNB	E	2	12/20/2003 02535	11
VISION	E	4	9/1/2001 02535	14
STDDNB	E	3	12/22/2001 02536	11
VISION	E	4	7/1/1999 02536	14
STDDNB	E	1	7/1/1999 02538	11
VISION	E	4	9/1/2003 02538	14
STDDNB	E	3	12/22/2001 02540	11
VISION	E	4	11/13/1999 02540	14
STDDNB	E	1	7/1/1999 02541	11
VISION	E	1	7/1/1999 02541	14
STDDNB	E	3	12/22/2001 02542	11
VISION	E	4	7/1/1999 02542	14
STDDNB	E	3	5/1/2004 02543	11
VISION	E	4	5/1/2004 02543	14
STDDNB	E	2	12/22/2001 02546	11

VISION	E	4	7/1/1999 02546	14
VISION	E	4	2/1/2004 02549	14
STDDNB	E	3	2/1/2004 02549	11
PPDDNB	E	3	12/22/2001 02552	11
VISION	E	4	9/1/2001 02552	14
STDDNB	E	3	12/22/2001 02569	11
VISION	E	4	7/1/1999 02569	14
STDDNB	E	2	12/22/2001 02570	11
VISION	E	4	7/1/1999 02570	14
STDDNB	E	1	7/1/1999 02582	11
VISION	E	1	7/1/1999 02582	14
STDDNB	E	3	12/22/2001 02611	11
VISION	E	4	7/1/1999 02611	14
STDDNB	E	3	12/22/2001 02627	11
VISION	E	4	7/1/1999 02627	14
VISION	E	4	7/1/1999 02628	14
STDDNB	E	3	12/22/2001 02628	11
PPDDNB	E	2	7/1/2004 02635	11
VISION	E	4	7/1/2004 02635	14
PPDDNB	E	3	4/1/2002 02645	11
VISION	E	4	4/1/2002 02645	14
PPDDNB	E	3	12/22/2001 02648	11
VISION	E	4	11/21/1999 02648	14
STDDNB	E	2	12/22/2001 02651	11
VISION	E	4	7/1/1999 02651	14
STDDNB	E	2	12/22/2001 02652	11
VISION	E	4	12/23/2000 02652	14
STDDNB	E	3	12/22/2001 02659	11
VISION	E	4	12/22/2001 02659	14
VISION	E	4	4/1/2002 02671	14
PPDDNB	E	3	4/1/2002 02671	11
VISION	E	4	7/1/1999 02673	14
STDDNB	E	3	12/21/2002 02673	11
VISION	E	4	10/10/2003 02674	14
STDDNB	E	2	10/10/2003 02674	11
STDDNB	E	3	11/9/2002 02699	11
VISION	E	4	11/9/2002 02699	14
STDDNB	E	3	12/22/2001 02701	11
VISION	E	4	7/1/1999 02701	14
PPDDNB	E	3	12/22/2001 02702	11
VISION	E	4	7/1/1999 02702	14
VISION	E	4	2/16/2002 02703	14
STDDNB	E	3	2/16/2002 02703	11

STDDNB	E	3	7/1/2004 02705	11
VISION	E	4	7/1/2004 02705	14
STDDNB	E	1	7/1/1999 02706	11
VISION	E	1	7/1/1999 02706	14
PPDDNB	E	2	12/22/2001 02713	11
VISION	E	4	7/1/1999 02713	14
STDDNB	E	3	7/3/2004 02715	11
VISION	E	4	7/3/2004 02715	14
VISION	E	4	7/1/1999 02721	14
STDDNB	E	1	7/1/1999 02722	11
VISION	E	1	7/1/1999 02722	14
STDDNB	E	2	12/22/2001 02725	11
VISION	E	4	5/13/2000 02725	14
STDDNB	E	2	12/22/2001 02730	11
VISION	E	4	7/1/1999 02730	14
VISION	E	4	7/1/1999 02731	14
STDDNB	E	3	12/22/2001 02731	11
VISION	E	1	7/1/1999 02738	14
STDDNB	E	1	7/1/1999 02738	11
STDDNB	E	2	12/22/2001 02741	11
VISION	E	4	10/24/2001 02741	14
STDDNB	E	2	12/22/2001 02745	11
VISION	E	4	7/1/1999 02745	14
STDDNB	E	3	12/22/2001 02746	11
VISION	E	4	7/1/1999 02746	14
STDDNB	E	3	12/22/2001 02747	11
VISION	E	4	7/1/1999 02747	14
VISION	E	1	7/1/1999 02750	14
STDDNB	E	1	7/1/1999 02750	11
STDDNB	E	3	12/22/2001 02758	11
VISION	E	4	7/1/1999 02758	14
STDDNB	E	1	7/1/1999 02763	11
VISION	E	1	7/1/1999 02763	14
STDDNB	E	3	12/22/2001 02764	11
VISION	E	4	7/1/1999 02764	14
VISION	E	1	12/22/2001 02768	14
STDDNB	E	1	12/22/2001 02768	11
STDDNB	E	1	7/1/1999 02802	11
VISION	E	1	7/1/1999 02802	14
VISION	E	4	9/1/2004 02803	14
PPDDNB	E	3	2/14/2004 02803	11
VISION	E	1	7/1/1999 02805	14
STDDNB	E	1	7/1/1999 02805	11

PFDDNB	E	2	6/1/2003 02807	11
VISION	E	4	6/1/2003 02807	14
VISION	E	4	7/1/2003 02810	14
STDDNB	E	2	7/1/2003 02810	11
PFDDNB	E	3	7/1/2002 02833	11
VISION	E	4	7/1/2002 02833	14
PFDDNB	E	3	6/1/2004 02834	11
VISION	E	4	12/23/2000 02834	14
VISION	E	1	7/1/1999 02835	14
STDDNB	E	2	12/22/2001 02835	11
STDDNB	E	1	7/1/1999 02836	11
VISION	E	1	7/1/1999 02836	14
STDDNB	E	2	12/22/2001 02838	11
VISION	E	4	7/1/1999 02838	14
STDDNB	E	1	7/1/1999 02842	11
VISION	E	1	7/1/1999 02842	14
STDDNB	E	1	7/1/1999 02844	11
VISION	E	1	7/1/1999 02844	14
STDDNB	E	2	12/20/2003 02854	11
VISION	E	4	12/20/2003 02854	14
STDDNB	E	2	12/22/2001 02880	11
VISION	E	4	7/1/1999 02880	14
STDDNB	E	3	12/22/2001 02884	11
VISION	E	4	7/1/1999 02884	14
VISION	E	4	7/1/1999 02888	14
STDDNB	E	2	12/22/2001 02888	11
VISION	E	4	7/1/1999 02889	14
PFDDNB	E	3	12/22/2001 02889	11
STDDNB	E	1	7/1/1999 02891	11
VISION	E	1	7/1/1999 02891	14
PFDDNB	E	3	1/6/2003 02892	11
VISION	E	4	1/6/2003 02892	14
STDDNB	E	3	12/20/2003 02894	11
VISION	E	4	7/1/1999 02894	14
VISION	E	4	7/1/1999 02909	14
STDDNB	E	3	12/22/2001 02909	11
VISION	E	4	7/1/1999 02910	14
STDDNB	E	3	12/22/2001 02910	11
STDDNB	E	2	12/22/2001 02917	11
VISION	E	4	7/1/1999 02917	14
VISION	E	4	7/1/1999 02929	14
STDDNB	E	2	12/22/2001 02929	11
STDDNB	E	1	5/31/2001 02931	11

VISION	E	1	5/31/2001 02931	14
VISION	E	4	7/1/1999 02935	14
STDDNB	E	3	12/22/2001 02935	11
STDDNB	E	1	7/31/2003 02936	11
VISION	E	1	7/31/2003 02936	14
STDDNB	E	3	12/22/2001 02937	11
VISION	E	4	7/1/1999 02937	14
STDDNB	E	1	7/1/1999 02964	11
VISION	E	1	7/1/1999 02964	14
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VISION	E	4	1/10/2003 02970	14
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VISION	E	1	7/1/1999 02971	14
STDDNB	E	2	12/22/2001 02975	11
VISION	E	4	5/15/2000 02975	14
VISION	E	4	12/20/2003 02977	14
STDDNB	E	2	9/13/2003 02977	11
STDDNB	E	2	12/22/2001 02979	11
VISION	E	4	7/1/1999 02979	14
STDDNB	E	1	7/1/1999 02989	11
VISION	E	1	7/1/1999 02989	14
PPDDNB	E	3	1/1/2004 03001	11
VISION	E	4	1/1/2004 03001	14
STDDNB	E	1	7/1/1999 03007	11
VISION	E	1	7/1/1999 03007	14
VISION	E	4	7/1/1999 03008	14
STDDNB	E	3	12/22/2001 03008	11
VISION	E	1	7/1/1999 03009	14
STDDNB	E	1	7/1/1999 03009	11
PPDDNB	E	2	12/22/2001 03011	11
VISION	E	4	7/1/1999 03011	14
VISION	E	4	7/1/1999 03013	14
STDDNB	E	3	12/22/2001 03013	11
STDDNB	E	3	12/22/2001 03015	11
VISION	E	4	7/1/1999 03015	14
VISION	E	4	12/21/2002 03017	14
STDDNB	E	3	12/21/2002 03017	11
STDDNB	E	3	4/23/2003 03018	11
VISION	E	4	4/23/2003 03018	14
VISION	E	4	7/1/1999 03019	14
STDDNB	E	3	12/22/2001 03019	11
VISION	E	4	8/1/2001 03020	14
STDDNB	E	3	12/22/2001 03020	11

STDDNB	E	3	12/22/2001 03021	11
VISION	E	4	7/1/1999 03021	14
STDDNB	E	3	12/22/2001 03022	11
VISION	E	4	7/12/2001 03022	14
VISION	E	1	7/1/1999 03023	14
STDDNB	E	1	7/1/1999 03023	11
STDDNB	E	1	10/5/2000 03025	11
VISION	E	1	10/5/2000 03025	14
STDDNB	E	1	7/24/2004 03026	11
VISION	E	1	7/24/2004 03026	14
STDDNB	E	3	5/10/2002 03027	11
VISION	E	4	5/10/2002 03027	14
VISION	E	4	7/1/1999 03028	14
PPDDNB	E	2	12/22/2001 03028	11
STDDNB	E	3	12/22/2001 03029	11
VISION	E	4	7/1/1999 03029	14
STDDNB	E	2	12/22/2001 03030	11
VISION	E	4	2/5/2000 03030	14
VISION	E	4	11/11/2000 03033	14
STDDNB	E	3	12/22/2001 03033	11
VISION	E	1	8/18/2001 03034	14
STDDNB	E	1	8/18/2001 03034	11
STDDNB	E	3	12/22/2001 03035	11
VISION	E	4	7/19/2002 03035	14
PPDDNB	E	2	12/20/2003 03036	11
VISION	E	4	12/20/2003 03036	14
VISION	E	4	7/24/2004 03037	14
STDDNB	E	3	7/24/2004 03037	11
STDDNB	E	1	7/1/1999 03038	11
VISION	E	1	7/1/1999 03038	14
STDDNB	E	2	7/24/2004 03039	11
VISION	E	4	7/24/2004 03039	14
STDDNB	E	1	7/1/1999 03040	11
VISION	E	1	7/1/1999 03040	14
VISION	E	4	2/1/2003 03041	14
STDDNB	E	3	2/1/2003 03041	11
VISION	E	4	10/1/2001 03042	14
STDDNB	E	3	1/1/2003 03042	11
VISION	E	4	1/22/2003 03043	14
STDDNB	E	3	6/1/2003 03043	11
VISION	E	4	9/23/2000 03044	14
STDDNB	E	2	12/22/2001 03044	11
STDDNB	E	3	12/20/2003 03045	11

VISION	E	4	3/1/2003 03045	14
PPDDNB	E	3	5/8/2004 03046	11
VISION	E	4	5/8/2004 03046	14
STDDNB	E	2	4/13/2002 03048	11
VISION	E	4	4/16/2003 03048	14
STDDNB	E	3	12/22/2001 03049	11
VISION	E	4	7/1/1999 03049	14
VISION	E	4	12/21/2002 03052	14
STDDNB	E	3	12/21/2002 03052	11
VISION	E	1	7/1/1999 03054	14
STDDNB	E	1	7/1/1999 03054	11
STDDNB	E	3	12/22/2001 03056	11
VISION	E	4	6/14/2001 03056	14
STDDNB	E	3	1/19/2002 03057	11
VISION	E	4	1/19/2002 03057	14
VISION	E	4	8/1/2003 03058	14
PPDDNB	E	3	8/1/2003 03058	11
STDDNB	E	1	8/1/2004 03061	11
VISION	E	4	8/1/2004 03061	14
STDDNB	E	1	12/22/2001 03062	11
VISION	E	1	7/1/1999 03062	14
STDDNB	E	1	7/1/1999 03065	11
VISION	E	4	12/22/2001 03065	14
VISION	E	1	7/1/1999 03070	14
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VISION	E	4	12/23/2000 03072	14
STDDNB	E	3	12/22/2001 03072	11
STDDNB	E	1	7/1/1999 03073	11
VISION	E	1	7/1/1999 03073	14
VISION	E	4	5/3/2004 03074	14
STDDNB	E	1	7/1/1999 03074	11
VISION	E	4	8/17/2002 03077	14
STDDNB	E	3	8/17/2002 03077	11
STDDNB	E	3	9/16/2002 03078	11
VISION	E	4	9/16/2002 03078	14
STDDNB	E	1	7/9/1999 03079	11
VISION	E	1	7/9/1999 03079	14
STDDNB	E	1	7/9/1999 03080	11
VISION	E	1	7/9/1999 03080	14
STDDNB	E	2	12/22/2001 03082	11
VISION	E	4	7/30/1999 03082	14
STDDNB	E	1	9/17/1999 03083	11
VISION	E	4	9/23/2003 03083	14

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VISION	E	1	9/17/1999 03084	14
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VISION	E	4	7/1/1999 04171	14
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VISION	E	1	7/1/1999 04229	14
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VISION	E	1	7/1/1999 05663	14
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STDDNB	E	1	7/1/1999 05684	11
VISION	E	1	7/1/1999 05684	14
VISION	E	4	7/1/1999 05687	14
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VISION	E	4	10/1/2001 05692	14
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VISION	E	1	9/1/1999 05832	14
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VISION	E	4	8/1/2002 05840	14
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VISION	E	4	9/1/2001 05937	14
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VISION	E	4	7/1/1999 05986	14
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VISION	E	4	7/1/1999 05993	14
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VISION	E	4	7/1/1999 06001	14
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VISION	E	1	7/1/1999 06008	14
STDDNB	E	3	12/22/2001 06010	11
VISION	E	4	7/1/1999 06010	14
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VISION	E	4	7/19/2000 06012	14

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VISION	E	4	5/11/2002 06024	14
STDDNB	E	3	12/21/2002 06025	11
VISION	E	4	6/9/2001 06025	14
STDDNB	E	1	7/1/1999 06035	11
VISION	E	1	7/1/1999 06035	14
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VISION	E	1	7/1/1999 06066	14
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VISION	E	1	7/21/2003 06071	14
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VISION	E	1	7/1/1999 06076	14
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VISION	E	1	7/1/1999 06080	14
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VISION	E	1	7/1/1999 06083	14
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VISION	E	1	7/1/1999 06098	14
VISION	E	4	7/1/1999 06100	14
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STDDNB	E	2	12/22/2001 06102	11
VISION	E	4	7/1/1999 06102	14
STDDNB	E	1	6/23/2001 06103	11
VISION	E	1	5/8/2001 06103	14
STDDNB	E	3	12/22/2001 06106	11
VISION	E	4	7/1/1999 06106	14
VISION	E	4	12/20/2003 06108	14
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STDDNB	E	1	8/18/2001 06118	11
VISION	E	4	12/21/2002 06118	14
VISION	E	4	6/1/2002 06119	14
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VISION	E	4	6/1/2001 06120	14
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VISION	E	1	12/20/2003 06122	14
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VISION	E	1	7/1/1999	06136	14
VISION	E	4	10/9/1999	06140	14
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VISION	E	4	7/1/1999	06143	14
STDDNB	E	2	12/22/2001	06143	11
VISION	E	1	8/14/2004	06153	14
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VISION	E	1	1/1/2003	06167	14
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VISION	E	1	11/20/2001	06170	14
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VISION	E	4	8/9/2004	06175	14
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VISION	E	1	7/1/1999	06219	14
VISION	E	4	5/1/2004	06221	14
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VISION	E	4	12/23/2000	06228	14
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PPDDNB	E	2	12/22/2001	06229	11
VISION	E	4	6/21/1999	06229	14
VISION	E	1	7/19/1999	06243	14
STDDNB	E	3	12/21/2002	06243	11
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VISION	E	4	8/23/1999	06282	14
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VISION	E	4	8/23/1999	06283	14
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VISION	E	4	9/13/1999	06291	14
VISION	E	4	5/25/2001	06301	14
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STDDNB	E	2	12/21/2002 06303	11
VISION	E	4	10/11/1999 06303	14
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VISION	E	4	12/20/2003 06304	14
STDDNB	E	3	12/22/2001 06305	11
VISION	E	1	10/14/1999 06305	14
VISION	E	4	10/18/1999 06308	14
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VISION	E	4	7/1/2000 06315	14
VISION	E	4	8/18/2003 06336	14
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VISION	E	4	2/16/2002 06338	14
VISION	E	1	9/27/2003 06352	14
STDDNB	E	1	9/27/2003 06352	11
VISION	E	1	1/24/2000 06357	14
PPDDNB	E	1	1/24/2000 06357	11
VISION	E	4	7/1/2004 06358	14
PPDDNB	E	3	7/1/2004 06358	11
VISION	E	4	2/10/2000 06363	14
PPDDNB	E	3	12/22/2001 06363	11
STDDNB	E	1	12/21/2002 06378	11
VISION	E	1	5/11/2002 06378	14
VISION	E	1	8/7/2000 06382	14
STDDNB	E	1	8/7/2000 06382	11
STDDNB	E	1	12/20/2003 06383	11
VISION	E	1	6/1/2001 06383	14
STDDNB	E	1	3/27/2000 06388	11
VISION	E	1	3/27/2000 06388	14
STDDNB	E	2	12/22/2001 06390	11
VISION	E	4	4/3/2000 06390	14
VISION	E	1	4/6/2000 06391	14
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VISION	E	4	4/3/2000 06392	14
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VISION	E	1	4/24/2000 06400	14
VISION	E	1	7/1/2003 06401	14
PPDDNB	E	3	7/1/2003 06401	11
VISION	E	1	5/8/2000 06407	14
STDDNB	E	1	12/20/2003 06407	11
VISION	E	4	5/15/2000 06409	14

STDDNB	E	3	12/21/2002 06409	11
VISION	E	1	5/15/2000 06410	14
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VISION	E	4	12/23/2000 06411	14
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VISION	E	4	12/1/2003 06418	14
STDDNB	E	3	12/22/2001 06420	11
VISION	E	4	9/15/2001 06420	14
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VISION	E	4	1/1/2004 06501	14
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VISION	E	1	12/21/2002 06512	14
VISION	E	4	7/7/2000 06514	14
STDDNB	E	3	12/22/2001 06514	11
PPDDNB	E	3	12/22/2001 06515	11
VISION	E	4	7/10/2000 06515	14
STDDNB	E	3	12/22/2001 06516	11
VISION	E	4	7/17/2000 06516	14
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VISION	E	4	7/24/2000 06524	14
STDDNB	E	3	12/22/2001 06524	11
STDDNB	E	1	6/19/2004 06526	11
VISION	E	1	6/19/2004 06526	14
VISION	E	1	7/31/2000 06527	14
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VISION	E	4	8/7/2000 06531	14
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VISION	E	4	3/2/2003 06532	14

VISION	E	4	8/1/2003 06534	14
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STDDNB	E	3	4/19/2004 06562	11
VISION	E	4	4/19/2004 06562	14
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PPDDNB	E	3	8/21/2004 06579	11
VISION	E	4	9/18/2000 06580	14
PPDDNB	E	3	12/22/2001 06580	11
STDDNB	E	2	12/20/2003 06581	11
VISION	E	4	4/29/2003 06581	14
VISION	E	4	8/1/2004 06582	14
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VISION	E	4	10/5/2002 06583	14
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VISION	E	1	9/14/2000 06584	14
STDDNB	E	1	9/14/2000 06584	11
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VISION	E	4	9/14/2000 06585	14
VISION	E	4	9/25/2000 06587	14
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VISION	E	4	12/23/2000 06594	14
STDDNB	E	3	12/22/2001 06595	11
VISION	E	4	10/2/2000 06595	14
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VISION	E	4	10/2/2000 06597	14
STDDNB	E	3	12/22/2001 06597	11
VISION	E	4	10/2/2000 06597	14
STDDNB	E	2	12/22/2001 06609	11
VISION	E	4	10/16/2000 06609	14
STDDNB	E	3	12/22/2001 06610	11
VISION	E	4	4/28/2001 06610	14
VISION	E	1	8/4/2001 06620	14
STDDNB	E	1	8/4/2001 06620	11
PPDDNB	E	3	12/22/2001 06623	11
VISION	E	4	6/1/2003 06623	14
VISION	E	4	7/31/2001 06625	14
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VISION	E	1	10/30/2000 06629	14

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VISION	E	1	12/23/2000	06630	14
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VISION	E	1	11/6/2000	06631	14
VISION	E	4	11/20/2000	06634	14
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VISION	E	4	9/27/2003	06638	14
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VISION	E	1	1/16/2001	06657	14
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VISION	E	4	5/9/2003	06658	14
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VISION	E	1	3/5/2001	06671	14
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VISION	E	4	2/1/2003	06697	14
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VISION	E	1	3/17/2003	06698	14
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VISION	E	4	3/29/2004	06707	14

VISION	E	4	3/2/2001 06708	14
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VISION	E	1	3/19/2001 06714	14
VISION	E	1	4/9/2001 06723	14
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STDDNB	E	1	12/21/2002 06726	11
VISION	E	1	4/9/2001 06726	14
VISION	E	4	4/2/2001 06727	14
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STDDNB	E	3	8/31/2002 06729	11
VISION	E	4	8/31/2002 06729	14
STDDNB	E	1	4/23/2001 06734	11
VISION	E	1	4/23/2001 06734	14
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VISION	E	4	4/16/2001 06736	14
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VISION	E	4	12/20/2003 06737	14
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VISION	E	4	7/1/2004 06738	14
STDDNB	E	3	12/22/2001 06740	11
VISION	E	4	11/20/2002 06740	14
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STDDNB	E	1	12/21/2002 06742	11
PPDDNB	E	1	5/7/2001 06743	11
VISION	E	1	5/7/2001 06743	14
STDDNB	E	3	12/22/2001 06744	11
VISION	E	4	1/1/2002 06744	14
PPDDNB	E	3	12/22/2001 06745	11
VISION	E	4	5/1/2001 06745	14
VISION	E	4	5/14/2001 06779	14
STDDNB	E	1	5/14/2001 06779	11
STDDNB	E	3	12/20/2003 06781	11
VISION	E	4	3/30/2002 06781	14
VISION	E	1	5/11/2002 06782	14
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VISION	E	4	6/1/2002 06834	14
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VISION	E	4	6/25/2001 06836	14
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VISION	E	4	3/1/2003 07052	14
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VISION	E	1	3/11/2002 07092	14

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VISION	E	4	5/13/2002 07150	14
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VISION	E	4	6/3/2002 07218	14
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STDDNB	E	2	6/11/2002 07235	11
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VISION	E	1	8/19/2002 07313	14
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VISION	E	4	12/20/2003 07395	14
VISION	E	4	1/6/2003 07396	14
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VISION	E	4	4/21/2003 07501	14
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VISION	E	1	4/21/2003 07513	14
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VISION	E	4	11/17/2003 07516	14
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VISION	E	4	5/5/2003 07524	14
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VISION	E	1	7/3/2004 07607	14
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VISION	E	1	11/8/2003 07608	14
STDDNB	E	3	7/12/2003 07609	11
VISION	E	4	7/12/2003 07609	14
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VISION	E	4	12/1/2003 07610	14
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Muni Information:

Doc Reference Code: REC
Doc Reference Desc: OFFICIAL RECORDS
Document Date: 11/17/2004
Item Reference:
Action Code: A
Action Description: ACTIVE
Brief Description: CON EMPLOYEE INSURANCE BENEFITS-SIGHTCARE

Keywords

CONTRACT, LCON13504, P05-0021, SIGHTCARE, CC 532-4
C, 01/01/05 - 12/31/09, EMPLOYEE BENEFITS , SIGHT
CARE, VISION INSURANCE, SCANNED,

General Tab

Expiration Date: 12/31/2009
Continued Date:
File Reference Number: 06682
Name Referred:
Security Class: PR

Abstract

Record Mgmt

Retention Code: 105
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Location Reference: 06682
Active Month: 12
Inactive Month: 60
Permanent Record: 0

Additional Info

Creation Date: 11/19/2004 1:53:32 PM
Creation User: PAT
Last Modified Date: 11/19/2004 1:54:33 PM
Last Modified User: PAT
Master ID:

Database Reference Only

Action Code ID: 1
Retention Code ID: 5
CalcuFromExp: 0

Check Out History

Merge ID: 30586
Record ID: 37004

Muni Information:

Doc Reference Code: REC
Doc Reference Desc: OFFICIAL RECORDS
Document Date: 1/2/2005
Item Reference:
Action Code: A
Action Description: ACTIVE
Brief Description: CON EMPLOYEE INSURANCE BENEFITS-SIGHTCARE

Keywords

CONTRACT AMENDMENT NO 1, LCON13504A, P05-0021, SIG
HTCARE, 01/01/05 - 12/31/09, EMPLOYEE BENEFITS , S
IGHT CARE, VISION INSURANCE, ADDING POLYCARBONATE
LENSES, CC 68-5C, SCANNED,

General Tab

Expiration Date: 12/31/2009
Continued Date:
File Reference Number: 06682
Name Referred:
Security Class: PR

Abstract

Record Mgmt

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Storage Media:
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Location Reference: 06682
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Inactive Month: 60
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Action Code ID: 1
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Check Out History

Merge ID: 38656
Record ID: 45697

Muni Information:

Doc Reference Code: REC
Doc Reference Desc: OFFICIAL RECORDS
Document Date: 11/15/2007
Item Reference:
Action Code: A
Action Description: ACTIVE
Brief Description: CON EMPLOYEE INSURANCE BENEFITS-SIGHTCARE

Keywords

CONTRACT AMENDMENT NO 2, LCON13504B, P05-0021, SIG
HTCARE, 01/01/05 - 12/31/09, EMPLOYEE BENEFITS , S
IGHT CARE, VISION INSURANCE, ADDING POLYCARBONATE
LENSES, SCANNED,

General Tab

Expiration Date: 12/31/2009
Continued Date:
File Reference Number: 06682
Name Referred:
Security Class: PR

Abstract

Record Mgmt

Retention Code: 105
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Active Month: 12
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Permanent Record: 0

Additional Info

Creation Date: 11/21/2007 8:49:31 AM
Creation User: debbiea
Last Modified Date: 11/21/2007 8:50:43 AM
Last Modified User: debbiea
Master ID:

Database Reference Only

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Check Out History

P05-0021
SightCare - Vision
Employee Insurance Benefits
Contract Amendment Two (2)
LCON 13504 B

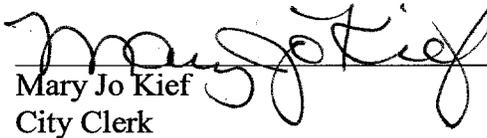
ORIGINAL

CITY OF PEORIA, ARIZONA
A municipal corporation



BY: Terrence L. Ellis
City Manager

ATTESTED BY:

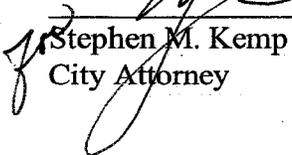


Mary Jo Kief
City Clerk



APPROVED AS TO FORM:

William L. Emerson, Assistant City Attorney



Stephen M. Kemp
City Attorney

L CON] 13504B

6682

SIGHTCARE, INC.

Master Group Vision Care Plan Agreement Triple Option Plan 120 Custom Plan Design - Frequency A

THIS AGREEMENT is made and entered into on this 1st day of January 2005, by and between CITY OF PEORIA ("Group") and SightCare, Inc. ("SightCare").

RECITALS

WHEREAS, SightCare has the ability to arrange for, administer and provide vision services and products to enrolled members;

WHEREAS, Group desires to purchase vision services and products on behalf of its eligible employee population and their dependents;

WHEREAS, SightCare and Group mutually desire to enter into an Agreement whereby SightCare shall provide appropriate vision services and products as well as required administrative services to Group.

NOW THEREFORE, in consideration of the premises and mutual promises herein stated, it is agreed by and between the parties hereto as follows:

DEFINITIONS

As used in the Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below.

"Anisometropia" means there is a difference in refractive error between the two eyes greater than 4.00 diopters.

"Credentialing" means those processes established and operated by SightCare to ensure the qualifications of Participating Providers.

"Complaint Resolution" means those processes established and operated by SightCare to resolve complaints raised by Enrolled Members or by Group regarding quality of care or service in the provision of Covered Services.

"Copayment" means an amount specified by SightCare which the Enrolled Member pays directly to a Participating Provider at the time Covered Services are rendered.

"Covered Services" means the specific vision services and products provided under the regulations of the Agreement, and for which Participating Provider assumes responsibility and agrees to provide to or obtain for Enrolled Members.

"Daily Wear Contact Lenses" means contact lenses which correct only spherical prescriptions and are approved by the FDA for daily wear use only.

SCMGVCPA-001

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OFFICIAL FILE

"Dependent" means those individuals in the Subscriber's family who meet the eligibility requirements of the "Dependent" provision of the "Eligibility" Section and are enrolled under this Agreement.

"Designer Frames" means frames in which the retail price is between \$90 and \$120.

"Enrolled Members" means eligible persons enrolled with SightCare to receive Covered Services from Participating Providers.

"Extended Wear Contact Lenses" means a contact lens which is approved by the FDA to be worn overnight.

"Fashion Frames" means frames in which the retail price is between \$50 and \$90.

"FT28 Bifocal" A bifocal lens is a lens having two areas for viewing, the upper portion of the lens is for distance vision, and the lower for near vision. A FT28 bifocal is one in which the near vision is a half circle of a diameter of 28 mm inset in the lower section of the lens with the flat portion of the lens occurring at the top half of the lens.

"FT 7 X 28 Trifocal" A trifocal is a lens having three areas of viewing, each with its own focal power. Usually the upper portion is for distance viewing, the lower for near viewing and the middle or intermediate portion for distances in between. A FT 7 X 28 trifocal is one which is designed similarly to the FT28 bifocal with an intermediate section 7 mm wide inset between the distance and near vision.

"Keratoconus" means a pathological condition of the cornea where the shape takes on a coned appearance, causing irregular astigmatism and thinning of the cornea. This thinning can lead to ulceration of the cornea, which would require a corneal transplant.

"Participating Provider" means those Optometrists duly licensed in the State of Arizona, participating in the SightCare contract network to provide Covered Services to Enrolled Members.

"Premium Payment" means a predetermined periodic payment made to SightCare by Group for providing Covered Services based on the number of Enrolled Members.

"Progressive Bifocals" means a lens whose front surface utilizes specially designed curves creating a gradual increase in plus power from the distance optical center to total near power. This allows clear vision at any point of focus from distance to near. Often called "no line" bifocal.

"Quality Management" means those processes established and operated by SightCare relating to the quality of Covered Services.

"Subscriber" means an employee, or a participant in Group who meets the eligibility requirements of the "Subscriber" provision of the "Eligibility" Section and enrolls under this Agreement.

"Utilization Reporting" means those processes established by SightCare to monitor and report utilization of Covered Services by Enrolled Members.

"Value Frames" means frames in which the retail price of the frame is under \$50.

SECTION I RESPONSIBILITIES OF SIGHTCARE, INC.

1.01 Network Management SightCare shall contact with and credential a network of Participating Providers sufficient to deliver Covered Services to its Enrolled Members.

1.02 Administration

1.02.01 SightCare shall process eligibility information and communicate this information to Participating Providers.

1.02.02 SightCare shall conduct Quality Management, Utilization Reporting and Complaint Resolution activities.

1.02.03 SightCare shall bill Group on a monthly basis and will be responsible for reimbursing Participating Providers in a timely fashion.

1.03 Licensure SightCare shall obtain and keep current licenses required to provide Covered Services to Group's Enrolled Members.

SECTION II RESPONSIBILITIES OF GROUP

2.01 Eligibility Tracking SightCare shall track those employees who are eligible to receive Covered Services and shall provide an updated listing of Enrolled Members to Group by the 1st day of each month. This monthly listing shall include Member names, sex and date of birth. It will also include the same information for all dependents on the plan. Group will update the list for that month and return with monthly premium payment.

2.02 Termination Notification Group shall provide SightCare with timely monthly notification of enrollees who terminate. SightCare shall only give credit of up to 60 days for enrollees who have terminated from the group.

2.03 Monthly Payment Group shall provide SightCare with a monthly premium payment for each Enrolled Member by the **10th** day of each month.

2.04 Participation Requirements Group will be responsible to monitor the participation of the plan, to guarantee required participation percentages are met. SightCare, can, upon request, audit the Groups employee census records to verify participation requirements have been met.

2.05 Member Additions and Deletions will be made effective the first of the month only.

SECTION III TERMS AND TERMINATION

3.01 Term The term of the Agreement shall commence on the 1st day of month indicated on the face page of this agreement and shall continue for a period of one (1) year then 4 renewals which will then total 5. The contract/RFP with the City of Peoria takes precedence over this agreement should any differences arise.

3.02 Renewals This Agreement shall be renewed under the same terms and conditions for a maximum of 4 (four) additional years after the initial year and that the renewals are by mutual written contract amendment.

3.03 Termination for Cause Either party may terminate this Agreement at any time for cause. Termination may take effect after forty-five (45) days written notice and opportunity to cure. The written notice must identify the default, with reference to the section of the agreement relating to the alleged act of default. The written notice must also describe the default.

3.04 Termination Without Cause Termination prior to the renewal date without cause will result in the Plan Sponsor (Employer) paying the balance of premiums owed for the contract year.

3.05 Rights and Obligations Upon Termination Upon termination, SightCare's obligations or right to render Covered Services to Enrolled Members or right to receive payment in accordance with this Agreement shall immediately cease, except for any payments due prior to termination. However, termination will not relieve SightCare of those obligations reasonably necessary to provide Covered Services to Enrolled Members and to cooperate with Group to arrange for the transfer of such Enrolled Participants. In such an event, Group will compensate SightCare on a discounted fee-for-service basis until either the expiration of the initial term of the agreement, or the successful transfer of Enrolled Members to another vision service provider.

3.06 Amendments Future amendments to this plan will be submitted to Group by SightCare with sixty (60) days written notice.

SECTION IV ELIGIBILITY

4.01 Subscriber To be eligible to enroll as a Subscriber, an individual must be either a full-time employee or an employee working at least **20 hours** per week as of the effective date of this Agreement. New employees will be eligible on the first day of the date of hire of full-time employment or an employee working at least **20 hours** per week.

4.02 Dependent To be eligible to enroll as a Dependent, an individual must either be:

4.02.01 Spouse The Subscriber's legal spouse, or

4.02.02 Children A natural child, adopted child, child placed for adoption, step-child supported by the Subscriber pursuant to a valid court order or a child for whom the Subscriber is the legal guardian IF the child:

1. Is unmarried and legally dependent upon the Subscriber for support;
AND
2. a. Has not attained his or her nineteenth (19th) birthday; or
b. Has not attained his or her twenty-fifth (25th) birthday if a registered full-time student in regular attendance at an accredited secondary school, college or university; or
c. Is permanently and continuously incapable of self-sustaining support by reason of mental retardation or physical handicap.

4.02.03 Newborn Child A newborn child who is born to a Subscriber during the course of this Agreement shall have coverage effective as of the date of birth. If the Subscriber's policy is anything other than an "Employee plus Family" policy, an enrollment application shall be submitted to SightCare within thirty-one (31) days after birth. The policy would then be changed to an Employee plus Family Policy and the Subscriber would be billed at the appropriate rate.

4.02.04 Adopted Child A child who is legally adopted by or is placed for adoption with a Subscriber during the course of this Agreement shall have coverage effective as of the date the child is placed with the subscriber. If the Subscriber's policy is anything other than an "Employee plus Family" policy, an enrollment application shall be submitted to SightCare within thirty-one (31) days after the child is legally placed with the Subscriber. The policy would then be changed to an Employee plus Family Policy and the Subscriber would be billed at the appropriate rate.

4.03 Conversion Provision Enrolled Members may continue benefits under this Agreement if they are no longer eligible as group members and wish to convert their coverage to an individual policy. SightCare will provide continued coverage under this Agreement to those Enrolled Members for whom SightCare has received both notification of election to continue and the required Premium payment.

SECTION V SUMMARY OF BENEFITS

5.01 SightCare Has Two Different Networks The Exclusive Provider Network (EPN) is composed of Nationwide™ Vision Offices only and the Preferred Provider Network (PPN) is composed of Nationwide™ Vision Offices and Independent Doctors of Optometry in the community contracted with SightCare™. The following services are covered under the terms of the Agreement for the Exclusive Provider Network.

5.01.01 Exclusive Provider Network Benefits for members include eye examination with appropriate co-payment and either eyeglasses or contact lenses with appropriate co-payment (where indicated by the eye exam).

5.01.02 Benefit Frequency The following benefit frequency applies towards your plan:

- Vision Examination - Once every 12 months*
- Lenses - Once every 12 months*
- Frame - Once every 24 months*
- In Lieu of Eyeglass (frame and lenses) Benefit**
- Contact Lenses - Once every 12 months*

*From The Group's Effective Date of Coverage.

5.01.03 CoPayment Amount(s) The following CoPayments apply towards your plan:

- Vision Examination CoPayment - \$-0- CoPayment
- Materials CoPayment - \$-0- CoPayment

5.01.04 Where The Vision Examination Indicates that lenses or frame or both are necessary for the proper visual health and welfare of the enrolled Member, they shall be supplied with either eyeglasses (5.01.05) or contact lenses (5.01.06). The member will not receive both. The products and services supplied to the enrolled Member are limited to the following:

5.01.05 Eyeglass materials include:

1. Standard CR-39 basic plastic or Clear (white) glass lenses including single vision, FT28 bifocals, 7 x 28 trifocals or lenticular will be covered 100%.
2. Polycarbonate lenses (under 18 yrs.)
3. Frames up to the stated frame allowance will be covered 100%. The frame allowance is based on the retail price of frames. The retail price of frames covered under the plan frame allowance is **\$120**.

-OR-

5.01.06 Elective/Cosmetic Contact Lens materials and services include:

1. Contact lens fitting is covered at 100%. This includes the initial fitting of the contact lenses and 3 months of follow-up care.
2. Contact lenses up to a **\$120** retail allowance.

5.01.07 Medically Necessary Contact Lenses will be covered 100% up to **\$250** retail. Contact lenses are considered necessary in the following conditions:

1. Following cataract surgery.
2. To correct extreme visual acuity problems in which spectacles cannot correct vision to better than 20/70.
3. Certain conditions of anisometropia.

4. Keratoconus.

5.01.08 LASIK Benefit If a member elects not to receive an eye examination, eye-glasses, or contact lenses the member can receive a \$150 allowance towards their LASIK procedure when performed through Nationwide™ Vision Laser & Eye Center located at 2222 East Camelback Road.

1. To be eligible for the LASIK allowance the LASIK procedure must be performed through Nationwide™ Vision Laser & Eye Center located at 2222 East Camelback Road, LASIK procedures performed through any other provider are not eligible to receive the LASIK allowance.
2. After receiving an evaluation from the surgeon, the cost of the procedure is based upon the following pricing schedule.

Myopia

-0.25 to -2.5	\$ 499 per eye
-2.75 to -4.5	\$ 699 per eye
-4.75 to -7.0	\$ 799 per eye
-7.25 or above	\$ 999 per eye

Astigmatism-0.25 to -2.75	\$ 200 per eye additional fee
Astigmatism-3.0 and above	\$ 300 per eye additional fee

For any other prescriptions - Hyperopia - call the LASIK center for a free consultation and price quote at (602) 26-LASIK.

5.02 Provider Network Benefits for members include eye examination with appropriate co-payment and either eyeglasses or contact lenses (where indicated by the eye exam).

5.02.01 Benefit Frequency The following benefit frequency applies towards your plan:

Vision Examination	- Once every 12 months
Lenses	- Once every 12 months
Frame	- Once every 24 months
In Lieu of Eyeglass (frame and lenses) Benefit	
Contact Lenses	- Once every 12 months

5.02.02 CoPayment Amount(s) The following CoPayments apply towards your plan:

Vision Examination CoPayment	- \$-10- CoPayment
Materials CoPayment	- \$-10- CoPayment

5.02.03 Where The Vision Examination Indicates that lenses or frame or both are necessary for the proper visual health and welfare of the enrolled Member, they shall be supplied with either eyeglasses (5.02.04) or contact lenses (5.02.05). The member will not receive both. The products and services supplied to the enrolled Member are limited to the following:

5.02.04 Eyeglass materials include:

1. Plastic lenses including single vision, FT28 bifocals, or 7x28 trifocals, will be covered 100%.
2. Frames up to the frame allowance will be covered 100%. The frame allowance is based on retail price of frames. The retail frame price of frames covered under the frame allowance is up to **\$120**.

-OR-

5.02.05 Contact Lens materials and services include:

1. Contact lenses and fitting fees up to **\$105** retail allowance.

5.02.06 Medically Necessary contact lenses will be covered 100% up to **\$250** retail. Contact lenses are considered necessary in the following conditions:

1. Following cataract surgery.
2. To correct extreme visual acuity problems in which spectacles cannot correct vision to better than 20/70.
3. Certain conditions of anisometropia.
4. Keratoconus.

5.03 Professional Services Where the vision examination indicates that lenses or frames or both are necessary for the proper visual health and welfare of an enrolled Member, they shall be provided with necessary professional services including, but not limited to:

1. Prescribing and ordering of proper lenses or contacts.
2. Assisting in the selection of a new frame.
3. Verifying the accuracy of the finished lenses.
4. Proper fitting and adjustment of the spectacles.
5. Progress or follow-up work as necessary.
6. Subsequent adjustments of frames to maintain comfort and efficiency.

5.04 Non-Participating Providers The following schedule of allowances are available through a non-participating provider. Where the vision examination indicates that lenses or frame or both are necessary for the proper visual health and welfare of the enrolled Member, they shall be supplied with either eyeglasses or contact lenses. The member will not receive both. The products and services supplied to the enrolled Member are limited to the following benefit frequency.

5.04.01 Benefit Frequency The following benefit frequency applies towards your plan:

Vision Examination	- Once every 12 months
Lenses	- Once every 12 months
Frame	- Once every 24 months
In Lieu of Eyeglass (frame and lenses) Benefit	
Contact Lenses	- Once every 12 months

5.04.02 Out-of-Network Maximum Allowance - The products and services supplied to the enrolled Member are limited to the following maximum reimbursement fee schedule.

**Out-of-Network
Maximum Allowance**

Services

Eye Examination	\$ 35 Allowance
Frame	\$ 45 Allowance
Lenses (Per Pair)	
Single Vision	\$ 25 Allowance
Bifocal	\$ 40 Allowance
Trifocal	\$ 50 Allowance
Progressive	Paid at Bifocal Rate up to \$40

In Lieu of Exam and Eyeglass (frame and lenses) Benefit

Elective Contacts	\$105 Allowance (Towards Exam, fitting and purchase of contact lenses)
Medically Necessary	\$105 Allowance (Towards Exam, fitting and purchase of contact lenses)

5.04.03 Members must pay The Out-of-Network provider their usual and customary fees for their services. Then submit an itemized statement of the Out-of-Network provider's services along with your name, address, and Social Security number to SightCare.

5.04.04 The Member Will Be reimbursed according with the plan's Out-of-Network Provider Reimbursement Schedule, provided you submit your claim within 6 months of the date you received services. There is no assurance that the schedule will be sufficient to pay for the examination, lenses, or frame.

5.04.05 Services Provided By an Out-of-Network provider are subject to the eligibility, availability, copayments and limitation provisions of the plan and are **in lieu** of services provided by an Exclusive or Preferred Participating Provider.

5.04.06 Out-of-Network Reimbursements Are made directly to the employee ONLY and are subject to the same frequency of service limitations. Sightcare does not accept assignment of Out-of- Network allowances by non-participating providers.

5.04.07 The Allowance Made for Contact Lenses Is in place of the exam, spectacle lenses, and frame. Determination of "Medically Necessary" versus "Elective" contact lenses shall be determined exclusive by SightCare.

SECTION VI

LIMITATIONS

6.01 Additional Cost Items When an Enrolled Member selects additional items or upgrades, payment of these items will be the responsibility of the member, less any discounts that apply at the time of services.

6.01.01 Through the Exclusive Provider Network, the following discounts apply:

1. 20% discount on all options not covered.
2. 10% discount on additional disposable contact lenses.
3. UV, Tint and Scratch Coat - \$10 CoPay each
4. 20% discount on additional conventional contact lenses.
5. 50% discount on frame for second pair of eyeglasses.
6. 25% discount on lenses for second pair of eyeglasses.
7. Discounts do not apply to in-store lens packages which have already been discounted or warranty programs.
8. Discount on LASIK Procedure of 10% applies for a bilateral (two eyes) procedure. Fee includes the pre and post-operative exams of the patient and any enhancements for the first year. Cannot be combined with the SightCare™ LASIK Benefit Allowance.

6.01.02 Through the Preferred Provider Network, the following discounts apply:

1. 20% discount on all options not covered.
2. 10% discount on additional disposable contact lenses.
3. 20% discount on additional conventional contact lenses.
4. Discounts do not apply to in-store lens packages which have already been discounted or warranty programs.

6.02 Not Covered There is no benefit for professional services or materials connected with:

1. Orthoptics or vision training, subnormal vision aids, aniseikonic lenses, plano (nonprescription) lenses.
2. Lenses and frames furnished under this program which are lost or broken will not be replaced except at the normal intervals when services are otherwise available.
3. Medical or surgical treatment of the eyes.
4. Services or materials provided as a result of any Workmen's Compensation law or similar legislation, or obtained through or required by government agency or program whether federal, state, or any subdivision thereof.
5. Any eye examination required by an employer as a condition of employment unless it is obtained at the normal interval for which services are covered.

6. Coated lenses, tinted lenses, photochromic lenses and laminated lenses unless specifically indicated as a covered benefit in the Summary of Benefits section.
7. Vision services and supplies that cost more than the Plan's allowance as noted in the Summary of Vision Benefits.
8. Two pairs of glasses in lieu of bifocals.
9. Benefits incurred beyond the termination date of the Plan, unless COBRA coverage is in place.

SECTION VII REIMBURSEMENT

7.01 Payments by Group To SightCare for services and materials provided hereunder during the term of the Agreement shall be as follows:

1. For each "Employee Only" policy issued, \$3.25_ per month.
2. For each "Employee Plus Family" policy issued, \$ 7.22 per month.

SECTION VIII PARTICIPATION REQUIREMENTS

8.01 Participation Requirements For this contract are: 75% of all eligible employees must be enrolled in the plan, and -0-% of all eligible dependents must be enrolled in this plan.

SECTION IX NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

SightCare, Inc. ("SightCare") is required by law to maintain the privacy of your health information and to provide you with notice of their legal duties and privacy practices with respect to your health information.

How Sightcare May Use or Disclose Your Health Information

9.01 **Payment Functions.** SightCare may use or disclose health information to determine eligibility for plan benefits, obtain premiums, facilitate payment for treatment and services you receive from health care providers, determine plan responsibility for benefits, preparing and sending bills or claims, collection efforts, and to coordinate benefits.

9.02 Health Care Operations. SightCare may use and disclose health information about you to carry out necessary insurance-related activities, including, but not limited to, underwriting, premium rating and other activities relating to plan coverage; administrative functions, financial or billing audits, activities relating to benefit coverage; internal quality assurance; review and payment of claims; providing eligibility and verification of coverage to providers, personnel decisions, defense of legal matters, business planning, legal services, fraud and abuse detection programs; and storage of our records.

9.03 Required by Law. As required by law, SightCare may use and disclose your health information. SightCare may disclose medical information pursuant to a court order in judicial or administrative proceedings; to report information related to victims of abuse, neglect, or domestic violence; or to assist law enforcement officials in their law enforcement duties.

9.04 Public Health. As required by law, SightCare may disclose your health information to public health authorities to prevent or control disease, injury or disability, or for other health oversight activities.

9.05 Coroners, Medical Examiners and Funeral Directors. SightCare may disclose your health information to coroners, medical examiners and funeral directors. For example, this may be necessary to identify a deceased person.

9.06 Organ and Tissue Donation. Your health information may be used or disclosed for cadaveric organ, eye or tissue donation purposes.

9.07 Health and Safety. SightCare may disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.

9.08 Government Functions. SightCare may disclose your health information for military, national security, prisoner and government benefits purposes.

9.09 Worker's Compensation. SightCare may disclose your health information as necessary to comply with worker's compensation or similar laws.

9.10 Disclosures to Plan Sponsors. SightCare may disclose your health information to the sponsor of your group health plan or managed care plan for purposes of administering benefits under the plan.

When SightCare May Not Use or Disclose Your Health Information

Except as described in this Notice of Privacy Practices, SightCare will not use or disclose your health information without written authorization from you. If you do authorize SightCare to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

Statement of Your Health Information Rights

- 9.11 **Right to Request Restrictions.** You have the right to request restrictions on certain uses and disclosures of your health information. SightCare is not required to agree to the restrictions that you request.
- 9.12 **Right to Request Confidential Communications.** You have the right to receive your health information through alternative means or at an alternative location. SightCare is not required to agree to your request.
- 9.13 **Right to Inspect and Copy.** You have the right to inspect and copy your health information. If you request a copy of the information, SightCare may charge you a reasonable fee to cover the copy expense.
- 9.14 **Right to Request a Correction.** You have a right to request that SightCare amend your health information. SightCare is not required to change your health information.
- 9.15 **Right to Accounting of Disclosures.** You have the right to receive an accounting of disclosures of your health information. SightCare will provide one list per 12 month period free of charge; SightCare may charge you for additional lists requested within the same 12 month period.
- 9.16 **Right to Paper Copy.** You have a right to receive a paper copy of this Notice of Privacy Practices at any time.
- 9.17 **Right to Revoke Permission.** You have the right to revoke your authorization to use or disclose your health information at any time, except to the extent that action has already been taken.

SightCare's Obligations Under This Notice

SightCare is required by law to:

- 9.21 Maintain the privacy of your health information.
- 9.22 Provide you with a notice of its legal duties and privacy practices with respect to your health information.
- 9.23 Abide by the terms of this Notice.
- 9.24 Notify you if SightCare is unable to agree to a requested restriction on how your information is used or disclosed.
- 9.25 Accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.

9.26 Obtain your written authorization to use or disclose your health information for reasons other than those listed above and permitted by law.

SightCare reserves the right to amend this Notice of Privacy Practices at any time in the future and to make the new Notice provisions effective for all health information that SightCare maintains. Revised Notices will be distributed to you when new identification cards are provided.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with:

Attn: Privacy Officer
SightCare Vision
220 N. McKemy
Chandler, AZ 85226

You may also file a complaint with the Secretary of the Department of Health and Human Services. SightCare will not retaliate against you in any way for filing a complaint.

SECTION X GENERAL PROVISIONS

10.01 SightCare acts as a contracting agency to enable Group and Enrolled Persons to acquire professional vision care on a prepaid basis. Under no circumstances shall SightCare or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this contract.

10.02 Each Enrolled Member shall be entitled to obtain the services enumerated herein from an Participating Provider. The names, addresses and telephone numbers of the Participating Providers shall be made available to Enrolled Members of Group prior to, and at the time of seeking services.

10.03 SightCare extends a commitment to customer satisfaction. If, for any reason, a member is not satisfied with the eyewear they receive, they are entitled to a free replacement within 30 days of their original purchase.

10.04 SightCare shall have the right at all reasonable times to inspect such records of Group as SightCare deems necessary to determine the number and eligibility of covered persons. Group agrees to make such records available at such times and on such request.

10.05 All notices provided in connection with this Agreement shall be deemed as having been properly made upon depositing the same in the United States mail, postdate prepaid and addressing such notices to SightCare or to Group at their most recent address.

10.06 This instrument contains all of the provisions of the agreement between the parties hereto, and no promise or agreement not continued herein shall be binding on the parties unless the same is in writing, signed by the parties hereto and attached to this contract.

10.07 Any disagreement arising out of this contract or from the breach of it, may be submitted to arbitration. The parties may agree upon one Arbitrator, otherwise there may be three, one name in writing by each party of this contract within five days after notice of arbitration is served by either party upon the other, and a third Arbitrator selected by these two Arbitrators within five days thereafter.

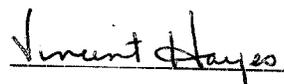
10.08 This contract shall be governed by and construed under the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the effective date.

City of Peoria

By: 
Terrence L. Ellis
Title: City Manager
Date: 2-16-05

SightCare, Inc.

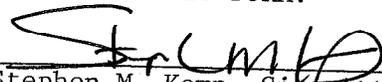
By: 
Title: Vice President Managed Care
Date: 2-24-05



WITNESSED BY:


Jo Kief, City Clerk

APPROVED AS TO FORM:


Stephen M. Kemp, City Attorney

City of Peoria – Benefit & Contract Amendment

Effective January 1, 2005 the City of Peoria has agreed to amend the Vision Plan design to include Polycarbonate lenses for all participants. The rates accepted were \$ 3.58 for a single and \$ 7.94 for a family.



July 30, 2008

Dave Weller
The Segal Company
1230 W. Washington Street, Suite 501
Tempe, Arizona 85281-1248

RE: Renewal Notice – City of Peoria for January 1, 2009

Dear Dave,

This letter is providing your client with their 120 advance renewal notice for the upcoming new policy year beginning January 1, 2009. We are pleased to inform you and your client that their current Vision Program premiums will remain the same. Members will always receive the best benefit when utilizing the Nationwide Vision Network.

In today's Health Care environment of company's consistently increasing renewal premiums by double digit increases, it is a pleasant surprise for client's to be informed that their existing premiums will not change. For your convenience we have indicated your client's current premium structure as well as the renewal premiums.

Enrollment Status	Current Premiums	Renewal Premiums
Employee Only	\$ 3.80	\$ 3.80 – No Change
Employee + Family	\$ 8.42	\$ 8.42 – No Change

The City of Peoria is currently on our Triple Option Plan Design 120 with a benefit frequency of:

Eye Examination	Once every 12 months
Lenses (pair)	Once every 12 months
Frame	Once every 24 months
In Li u of Eyeglasses (frame & lenses)	
Contact Lenses	Once every 12 months

I would appreciate being informed of any open enrollment meeting(s) planned. This will allow me to coordinate our representatives and plan materials to insure we have adequate representation available for all open enrollment meeting(s) planned.

Thank you for the opportunity to service City of Peoria's Vision care needs. We look forward to continuing our working relationship for the new benefit year. Should you have any questions or I can be of further assistance, please advise.

Sincerely,

Vincent Hayes
Vice President Managed Care

Cc: Linda Leiting, Manager of Customer Service
Formal File

P05-0021
SightCare - Vision
Employee Insurance Benefits
Contract Amendment Two (2)
LCON 13504 B

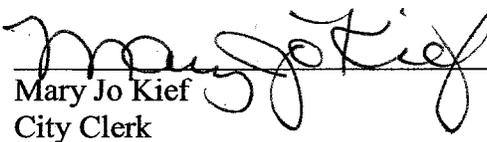
ORIGINAL

CITY OF PEORIA, ARIZONA
A municipal corporation



BY: Terrence L. Ellis
City Manager

ATTESTED BY:

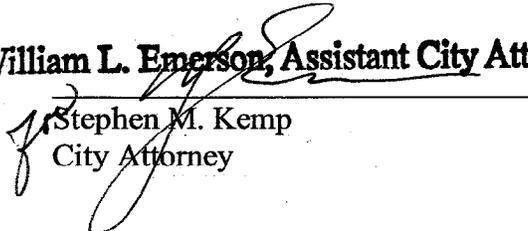


Mary Jo Kief
City Clerk



APPROVED AS TO FORM:

William L. Emerson, Assistant City Attorney



Stephen M. Kemp
City Attorney

L CON] 13504B



THE SEGAL COMPANY

1230 West Washington Street Suite 501 Tempe, AZ 85281-1248
P.O. Box 63610 Phoenix, AZ 85082-3610
T 602.381.4000 F 602.381.4090 www.segalco.com

E-MAIL ADDRESS
agirardo@segalco.com

November 12, 2008

Mr. Vincent Hayes
Vice President, Managed Care
SightCare, Inc.
220 North McKemy Boulevard
Chandler, AZ 85226

Re: City of Peoria

Dear Vincent:

On behalf of the City of Peoria, we have been authorized to notify you of their acceptance of your proposal to provide their vision insurance. We understand your monthly premium rates are as follows and are guaranteed from January 1, 2009 through December 31, 2009.

SightCare Vision	Monthly Premium
Employee	\$3.80
Employee + Family	\$8.42

We further understand that you agree not to exceed a five percent increase for a six (6) month extension for the period January 1, 2010 through June 30, 2010.

Be aware that the City of Peoria requires a **minimum of 150 days** advance written notification (notice date) prior to any future fee adjustments. **Your renewal offer must be received in our office by the notice date of August 1, 2009 or no fee adjustment will be granted for the subsequent plan year.** This renewal provision supersedes any language to the contrary in the contract or subsequent amendments between SightCare, Inc. and the City of Peoria.

Additionally, your renewal package should include the following:

- > Contract language changes you are requesting;
- > Specific justification of changes in the rates/fees (even if no experience is normally provided);
- > Current enrollment by rate class;
- > Any additional options for consideration;
- > Any underwriting caveats.

Benefits, Compensation and HR Consulting ATLANTA BOSTON CHICAGO CLEVELAND DENVER HARTFORD HOUSTON LOS ANGELES MINNEAPOLIS
NEW ORLEANS NEW YORK PHILADELPHIA PHOENIX SAN FRANCISCO TORONTO WASHINGTON, DC



Multinational Group of Actuaries and Consultants BARCELONA BRUSSELS DUBLIN GENEVA HAMBURG JOHANNESBURG LONDON
MELBOURNE MEXICO CITY OSLO PARIS

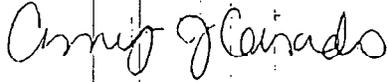


LCON13504C

Mr. Vincent Hayes
November 12, 2008
Page 2

Please have an officer or equivalent with signatory authority sign and date below. Return this document to Lynda Miller via mail, email (lmiller@segalco.com) or fax at (602) 381-4090 no later than December 3, 2008. If you have any questions regarding this letter, please give me a call immediately!

Sincerely,



Amy J. Giraldo
Benefits Consultant

dtw/lcm

cc: Lisa Houg
Lynda Miller

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SightCare, Inc.

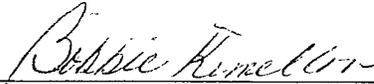
Name (Print): Vincent Hayes

Signature: Vincent Hayes

Title: Vice President

Date: 11/14/08

CITY OF PEORIA, ARIZONA
A Municipal Corporation



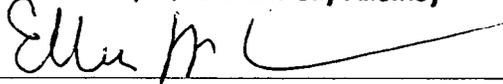
Bobbie Kimelton, Human Resources Manager
City of Peoria



Herman Koebergen, Materials Manager
City of Peoria

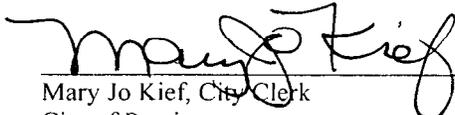
Approved as to form:

Ellen Van Riper, Assistant City Attorney



for Stephen M. Kemp, City Attorney
City of Peoria

Attested by:



Mary Jo Kief, City Clerk
City of Peoria

