



EFT Implementation Guide

State

OPTins
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NAIC

NATIONAL ASSOCIATION OF INSURANCE COMMISSIONERS

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Introduction

Insurance regulatory data has been transferred electronically for several years. However, the transfer of money that must accompany much of this data has had to move along in a manual manner. Many of the benefits associated with the transmittal of electronic data (accuracy, timeliness, efficiency, and cost reduction) have not been leveraged with the transfer of funds. Electronic Funds Transfer (EFT) will change that.

Although the term “electronic funds transfer” encompasses a variety of technologies, the NAIC has limited the scope to ACH for *OPTins* transactions. This technology is widely available, standard, secure, and inexpensive.

This guide is designed to provide an overview to state Insurance Departments of the steps required to implement electronic funds transfer technology with the NAIC and the insurance industry.

How EFT works

Participating states and companies enroll in the ACH program with the NAIC. Setup includes identifying the correct bank account. Once proper certification and testing are completed, the NAIC indicates that the state can accept ACH transactions.

No technology changes are required to the state system. The *OPTins* application interfaces with an NAIC system called CECI (Common Electronic Commerce Initiative). This system provides a tracking number to *OPTins* that allows for detailed transaction tracing capabilities.

Each business day (with the exception of holidays), the CECI system summarizes all of a state’s transactions and produces a single ACH transaction per account, depending on how the state’s accounts are configured.

Of the many available ACH transactions, CECI uses two: CTX (Corporate Trade Exchange) and CTX Addenda transactions. One CTX transaction is analogous to a “check”. The CTX Addenda transactions (1 to 9,999 per CTX transaction) serve as an “envelope” to contain ANSI x.12 EDI 820 Transactions. These transactions provide detailed filing information, and travel through the banking system along with the CTX transactions.

The CTX transactions “pull” money from the bank account of the industry user, and “push” money to the state bank accounts. For state premium taxes, the push/pull happens in the same night’s processing. The NAIC uses national banking and EDI standards to provide the widest possible interoperability among its trading partners.

OPTins provides a reporting feature to allow states to obtain information on all of their premium tax transactions. Users with the EFT Report role have the option of viewing EFT Reports in Web page or comma-delimited (CSV) formats.

Implementing EFT

Although there are only eight steps to implement EFT, it generally takes three or four functional areas within the state organization. Those responsible for administering the firm's bank accounts, generally the Treasury department, must be able to account for cash flows. The Accounts Payable area must be able to account for the detailed accounting charges. The premium tax review/audit area must be able to determine who sent the filing and that the proper fees were paid. The technical area must make whatever changes, if any, are necessary to implement the re-designed business functions and to take advantage of the new technology. The NAIC must configure the system to the state's specifications. Finally, the entire set up must be tested to ensure that it meets business needs.

These following steps are examined in more detail below:

- Step 1: Request information on implementing EFT in OPTins and review entire implementation guide and all documents and tutorials.
- Step 2: Determine and implement accounting procedures to account for banking transactions.
- Step 3: Determine and implement accounting procedures to account for detailed charges.
- Step 4: Determine and implement premium tax filing review procedures to relate financial changes to OPTins filing reviews.
- Step 5: Communicate state setup configuration to the NAIC staff.
- Step 6: Execute an OPTins License Agreement including Exhibits B and C and submit to the NAIC.
- Step 7: Complete testing and certification.
- Step 8: Implement.

Step 1: Request Information

Objective

The NAIC will provide all documents and any additional information as needed in order for the state to make their decisions.

Process:

For additional questions, please contact:

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Step 2: Determine Cash Accounting Procedures

Objective

Correctly account for cash flows to state bank accounts and develop the journal entries to state-specific general ledger accounts. Ensure that the process meets security, authority and auditing standards.

Techniques

Generally this step is performed by the state's Treasury Department. Sometimes this step is combined with Step 3. There are several techniques available. Although not exhaustive, this list could provide the starting point for how your state will implement EFT.

1. Read ACH transmission from the bank.

Since the NAIC uses standard banking transactions, states may be able to leverage banking processes already in place. Most banks can provide a copy of ACH transactions affecting the state's account. Many standard accounting packages are able to read ACH format files. The CTX transaction contains the amount of the withdrawal and descriptive information. Included in the descriptive information is a 15-character identifier. The NAIC uses the first two characters, leaving 13 characters for a state-specific number that could map to a general ledger account.

If your firm does not currently have the ability to decode ACH transactions, this will require a technical change to your systems. If you are already receiving some ACH formats, adding the CTX format will be a relatively minor change.

2. Use current banking documents to record transactions manually.

ACH deposits, as do all deposits, appear on the monthly bank statement. The date and descriptive information should make it possible for the state to create manual journal entries for each day or on a summary basis. Amounts can be verified by using the *OPTins* EFT Report. See Appendix 2 for an example of an EFT Report.

3. Use *OPTins* EFT Report to make manual entries.

This technique reverses option 2. In this case, entries are made on a daily or summary basis based on the *OPTins* EFT report. Amounts are verified against the bank statement on a monthly basis. See Appendix 2 for an example of an EFT Report.

Step 3: Determine Detailed Accounting Procedures

Objective

Correctly account for the premium taxes received. Ensure that the process meets security, authority and auditing standards.

Techniques

This step may be combined with either step 2 or 4, or may stand on its own. The technique used will depend on how the other steps are implemented.

1. Read CTX Addenda records and 820 details

If your bank provides detailed ACH transactions, the transmission will include both the CTX and CTX addenda records. The CTX Addenda records act as an “envelope” to ANSI x.12 EDI 820 records affecting the state’s account. Some standard accounting packages are able to read CTX Addenda records, including the EDI 820 records. The 820 records provide detailed information about individual transactions – who, why, and how much. Included in the data are transaction identifiers that allow you to tie the information back to the *OPTins* application.

If your state does not currently have the ability to decode EDI 820 transactions, this will require a technical change or new system. This may be a moderately difficult task since there are several records within the 820 record set, and they are compressed within the CTX Addenda record

2. Obtain 820 data/report from your bank

Although 820 translation is not necessarily widespread within the industry, most banks have this capability. Your bank may be able to provide either 820 reports or data. If this information is used primarily as for auditing purposes, this may suffice.

3. Use *OPTins* EFT Report

The *OPTins* EFT Report contains detailed information about premium tax filing transactions. The user can generate the report by choosing the time frame and format, Web page or comma-delimited (CSV).

Step 4: Determine Rate and Form Review Procedures

Objective

The premium tax department must be able to identify the detailed transactions and connect them to a filing.

Techniques

In many cases, the detailed filing information must be recorded in a state system. That would indicate that a technique that included data transfer would be most

appropriate. The techniques for this step are very similar to those in the previous step.

1. Read CTX Addenda records and 820 details

The OPTins tracking number, individual company name, NAIC group code, if applicable, company code, FEIN, Filing Period and state are included on 820 transactions. If your state has the ability to read 820 data, this would be the easiest way to interface the filing system. Any automated interface with your filing system would require a technical change.

2. Obtain 820 data/report from your bank

This option is identical to Option 2 Step 3. If you do not require an automated interface, this may be a viable option. Although 820 translation is not necessarily widespread within the industry, most banks have this capability. Your bank may be able to provide either 820 reports or data. If this information is used primarily as for auditing purposes, this may suffice.

3. Use OPTins EFT Report

The OPTins EFT Report contains detailed information about licenses. Since it is available in comma-delimited (CSV) or Web page format, it may be possible to integrate with a state system. See Appendix 2 for an example of an EFT Report.

Step 5: Communicate setup configuration

There are many ways to set up the CECI system. Once you have made the decisions about how you will implement e-commerce, you must communicate that to the NAIC staff along with the OPTins License and Exhibits.

Step 6: Execute OPTins License Agreement

By definition, e-commerce is the movement of money in electronic format. The NAIC must have the authority to access state accounts. The OPTins License Agreement and Exhibits B and C must be properly executed before testing can begin. For questions about the contents of the agreement, please contact:

Thea Cook
Product Implementation Manager
816-783-8747
Tcook@naic.org

Process:

Complete the *OPTins* License Agreement and Exhibits and mail it to the attention of:

NAIC
Attn: Thea Cook
2301 McGee, Suite 800
Kansas City, MO 64108

The Implementation team will contact your state confirming receipt of your documentation and provide further information about EFT testing.

Step 7: Complete Testing and Certification

There is no “test” banking system, so thorough component testing is very important. It must be carefully coordinated between the state and the NAIC. The e-commerce process is a closed-loop system. Data originates and terminates at the state. The NAIC will help coordinate the following testing processes:

System Test – The purpose of the system test is to ensure that communications works among the parts of the system. The NAIC will originate the transmission of “test” transactions, for a specified amount. Because there is no test banking system, these transactions will occur through the normal banking system, and your account will be credited the pennies used in testing. However, all reports and transaction files will be processed using the same process as production. Once the credit appears on the state’s bank statement, the state should notify the NAIC that the test was successful. If requested, this step may be repeated. The test is considered a failure if the state does not see a credit on their account or if the NAIC receives an ACH return. This will require subsequent testing until a successful test is completed.

Step 8: Implementation

Once the state has successfully tested the system, they will notify the NAIC in writing of the official date they would like to move into production with EFT. The NAIC staff will enter the UNID in their Settings. NAIC staff and state staff should monitor the system for the succeeding week to ensure that things are processing appropriately. Any questions should be directed to the person handling your implementation or any of the following:



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816-783-8744
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Kelly McCumber
Product Specialist II
kmccumbe@naic.org
816.783.8470

Following pages include:

Appendix 1: Forms to be completed and returned to NAIC

- ◆ **OPTins License Agreement**
- ◆ Exhibit A: Product Exhibit for State Insurance Departments
- ◆ Exhibit B: EFT Enrollment Form
- ◆ Exhibit C: Authorization for Electronic Credit Entries

Appendix 2: OPTins Report Examples

OPTins LICENSE AGREEMENT

This Agreement is made this _____ day of _____, 2009, between The National Association of Insurance Commissioners, a nonprofit corporation (herein "Licensor"), located at 2301 McGee Street, Suite 800, Kansas City, Missouri 64108 and _____ (herein "State Agency")

1. LICENSE: Licensor hereby grants to the State Agency a non-exclusive, non-transferable right and license, for the term specified in Section 2, to access and use the OPTins Product for premium tax collection (hereafter referred to as the "Product") in accordance with this Agreement, the applicable Product Exhibit (attached hereto as Exhibit A) and the EFT Authorization (attached hereto as Exhibit C). The State Agency agrees to meet the stated requirements within the Product Exhibit and agrees to provide all required EFT information (attached hereto as Exhibits B and C). The State Agency may not reverse engineer, reverse assemble or reverse compile Product.

2. TERM: This Agreement shall remain in force and effect until cancelled or terminated in accordance with Section 7 herein.

3. WARRANTIES/LIMITATION OF LIABILITY: Licensor does not guarantee uninterrupted access to the Product. All data is furnished to the NAIC by third parties, and the truth, accuracy, currency, and completeness thereof is necessarily dependent thereon. Except as provided elsewhere in this Agreement, Licensor has MADE NO WARRANTY OR PROMISE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, LICENSOR SHALL NOT BE LIABLE FOR AND THE STATE AGENCY EXPRESSLY WAIVES ANY CLAIM FOR ANY LOSS, COST, OR INJURY, DIRECT OR INDIRECT (INCLUDING, BUT NOT LIMITED TO, LOST SALES, LOST PROFIT, BUSINESS INTERRUPTION, OR THIRD PARTY CLAIMS), SUFFERED BY THE STATE AGENCY AS A RESULT OF RELIANCE ON OR USE OF SAID PRODUCT.

4. RESTRICTIONS ON LICENSE: The State Agency agrees that it will not offer, distribute or otherwise make available all or any portion of the Product to any third party. For purposes of this Agreement, a third party is one who is not an officer, director, agent, consultant, contractor, or employee of the State Agency unless otherwise required by law or authorized in writing by the Licensor.

5. TITLE/INDEMNIFICATION: Licensor is the owner of the Product and retains all rights of title in the Product and in the sources, development and future licensing or other disposal of said Product and enhancements and updates thereto, including its presentation format. Components of the Product may be provided by third parties and Licensor warrants that it has the right to grant to the State Agency the license to use the Product in accordance with this Agreement. It is expressly understood that the State Agency obtains no rights in the Product furnished by Licensor except as expressly provided in this Agreement.

This is not a contract of sale, and the State Agency obtains no rights under Section 109 of the Copyright Act of 1976. It is recognized that the Product is the exclusive property of Licensor, and the State Agency agrees to take no action adverse to such rights of Licensor as owner of the

Product and as sole copyright proprietor. The State Agency agrees to preserve Licensor's notice of copyright or other proprietary rights in the form and in the manner as may be specified by Licensor from time to time. Such notices shall be preserved and affixed to all copies of the Product furnished or permitted to be made hereunder.

Licensor represents and warrants that the Product does not and will not violate or infringe any enforceable patent, trademark, trade secret, copyright or similar intellectual property right. Licensor will defend all claims and pay all losses that a court finally awards or any settlement attributed to any claim that the Product infringes upon an enforceable patent, trademark, trade secret or copyright, provided the State Agency (1) gives Licensor prompt written notification of any such claim; and (2) allows Licensor to control, and fully cooperates with the Licensor in the defense and all related settlement negotiations. But in no event shall Licensor be liable for loss of profit, goodwill, or other special or any consequential damages suffered by the State Agency or others in any way attributable to the Product.

6. NONASSIGNABILITY: The State Agency agrees that neither this Agreement nor any of the rights granted hereunder shall be transferable or assignable to any other party without the express prior written permission of Licensor.

7. CANCELLATION OR TERMINATION: This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, providing the State Agency maintains no outstanding balance of payment. In the event Licensor deems the State Agency to be in breach of this Agreement, Licensor shall provide written notice to the State Agency specifying said breach and giving the State Agency fifteen (15) days within which the State Agency may cure said breach and avoid termination. If said breach is not cured within fifteen (15) days of notification, this Agreement may be terminated by Licensor.

The provisions of Section 3, 4, 5, 7, 8, 9, 10 and 11 shall survive the termination of this Agreement.

8. CONFIDENTIAL INFORMATION AND NON DISCLOSURE: The State Agency and Licensor each acknowledge that in the course of this Agreement, each may acquire information about the other, its business activities and operations, technical information, trade secrets, copyrighted material, and its client and financial information, all of which shall be deemed to be Confidential Information (hereinafter "Confidential Information"). The term "Confidential Information" shall not include any information that, through no fault of the possessing Party, is in the public domain, is developed independently by or on behalf of a Party as shown by documentary evidence; or becomes disclosed to either Party by a third party not having an obligation of confidence to either Party or through this Agreement. All Confidential Information shall be maintained under secure conditions by each Party, using reasonable security measures and in any event, not less than the same security measures used by the Parties for the protection of their own Confidential Information of a similar kind. Neither Party to this Agreement shall be entitled to use the Confidential Information obtained from the other, for purposes other than those contemplated by this Agreement, without the express prior written consent of the Party affected by any such disclosure of Confidential Information.

All terms of this agreement are considered to be confidential and are not to be disclosed to any party except officers or employees of the State Agency in the furtherance of the State Agency's regular business.

9. PUBLICITY: Both parties agree that they will not use the name of the other party in any form or attribution in connection with any endorsement in connection with the terms of this Agreement without the express prior written permission of the other party.

10. DISPUTE RESOLUTION AND FORUM: Except for claims relating to intellectual property issues, any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration at Kansas City, Missouri in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The parties agree that any claims relating to intellectual property issues shall be instituted in federal court in the Western District of Missouri, Kansas City, Missouri. All arbitration proceedings shall be conducted in the English language. The parties agree not to institute any litigation or proceeding against the other party except as provided herein.

11. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Missouri, U.S.A.

12. ENTIRE AGREEMENT: No waiver, alteration or modification of provisions in this Agreement shall be binding unless subsequently made in writing and signed by duly authorized representatives of Licensor and the State Agency.

13. NO DELEGATION OF AUTHORITY. Nothing in this Agreement shall be construed as a delegation of regulatory or rulemaking authority. The State Agency shall retain final and complete decision-making authority over all premium tax filings with respect to its state.

THIS AGREEMENT CONTAINS A PROVISION FOR BINDING ARBITRATION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NATIONAL ASSOCIATION OF INSURANCE
COMMISSIONERS

By:

Printed Name: Julienne L. Fritz

Title: Director

Date:

STATE AGENCY

By:

Printed Name

Title:

Date:

EXHIBIT A

Product Exhibit for State Agencies

The NAIC reserves the right to change or modify the Product Exhibit upon thirty (30) days written notice to the State agency (“State Agency”).

OPTins Product

The OPTins Product is designed to provide efficiency and improve effectiveness of the premium tax collection process by allowing companies to electronically remit state required premium tax filings and amounts due to state agencies.

State Application and Remote Hosting

The State Agency will be provided with access to the OPTins Product through the Internet. The NAIC will collect the applicable state premium tax filings and amounts through the OPTins Product from companies. Payment collection will use EFT functionality. The NAIC will remit the state taxes to the State Agency on regular NAIC business days.

The OPTins Product will provide the state with filings, filing data, and payment information and reports to support the collection, auditing and reconciliation of premium tax payments.

The NAIC will perform remote hosting services for the State agency. The actual premium tax filings and data collected via OPTins will be retained according to state record retention requirements.

Financial Recordkeeping and Audits

The State Agency’s business and financial records containing information sufficient to verify the remittance of premium taxes (hereinafter collectively referred to as “Reports”) will reside on a host server located at the NAIC and will be accessible to the State Agency, other than during times of maintenance and/or repair. The Reports will be kept by the NAIC for a period of at least three years after the period to which such Reports relate. Except as required by extraordinary circumstances, and with good cause, the State Agency, upon reasonable advance notice and during the NAIC regular business hours, shall have reasonable access to Reports and related records, for the sole purpose of verifying the completeness and accuracy of the Reports. In the event that such examination shall disclose the amounts payable for any period were understated, the NAIC shall immediately pay to the State Agency all unpaid amounts. In the event the audit reveals the NAIC overpaid the State Agency, the NAIC shall credit the overpaid amount against future State Agency fees until the amount of overpayment is satisfied.

STATE AGENCY REQUIREMENTS

In order for the *OPTins* Product to perform in accordance with its stated requirements, the State Agency acknowledges it must have the minimum workstation configuration: 1) Personal Computer with Pentium 200Mhz, 64 MB RAM, 100 MB disk space; 2) Internet Application of Internet Explorer version 5.0.

The State Agency will provide to the NAIC, on an as needed basis, a reasonable amount of technical and business guidance on premium tax filing issues pertaining to the state's premium tax collection requirements, rules, regulations and processes.

If the State Agency is required to refund to a company any premium tax amounts submitted through the *OPTins* Product, the refunds shall be handled directly between the State Agency and the company and the NAIC shall have no involvement.

EXHIBIT B

EFT Enrollment Form

State Name

Treasury/Cash Management/Bank Account Manager Contact

Name

Phone

Fax

Email

Premium Tax State Agency Accounting/Accounts Payable Contact

Name

Phone

Fax

Email

Premium Tax State Agency Contact

Name

Phone

Fax

Email

EXHIBIT C

**AUTHORIZATION FOR ELECTRONIC
CREDIT ENTRIES**

The National Association of Insurance Commissioners (“NAIC”) is authorized to initiate credit entries to the account indicated below of _____ (“State Agency”) at the financial institution indicated below:

Name of Financial Institution: _____

Address of Financial Institution: _____

Routing & Transit No.: _____

Account No.: _____

Account Name (if applicable): _____

****NOTE**** Attach a deposit slip or voided check which shows the Routing and Transit Number & Account Number.

The State Agency authorizes the above-named Financial Institution to honor such requests from the NAIC and to credit the same to the account indicated above. The credit entries initiated by the NAIC are for the payments due under the *OPTins* Product for Premium tax collections.

This authorization shall remain in full force and effect until the above-named Financial Institution as well as the NAIC have received written notice from the State Agency of termination of authority in such time and manner as to afford the Financial Institution as well as the NAIC a reasonable time to act on said termination. Notwithstanding the foregoing, this authorization shall terminate no later than thirty (30) days after written notice of termination is received by the NAIC.

Signature of Authorizing Party: _____

Name & Title of Authorized Party: _____

Name of Company: _____

Address: _____


Telephone Number: _____


Date : _____

Report Menu

Premium Tax EFT Reports

Please choose the parameters for your report.

Begin Date 
(inclusive):

End Date 
(inclusive):

Report format: Web page CSV file

Submit

Cancel

State EFT Report

SERFF Premium Tax - Microsoft Internet Explorer										
Premium Tax EFT Reports										
EFT Report for dates 05/01/2008 to 05/31/2008										
Transaction Date	Company Name	Company Code	Company Type	FEIN	Submitter Name	Filing Tracking Number	Filing Period	Filing Year	Amount	Transaction Number
05-14-2008	Baldwin Ins Co	54655	Domestic Health Insurers		T M Kroll	NC2008Q154655	Quarter 1	2008	\$452,555.52	1706980
totals for 05-14-2008, 1 transaction(s), total amount \$452,555.52										
05-15-2008	Baldwin Ins Co	54655	Foreign Property and Casualty		T M Kroll	NC2008A54655	Annual	2008	\$45,512.00	1707031
05-15-2008	Baldwin Ins Co	54655	Domestic Health Insurers		T M Kroll	NC2008Q154655	Quarter 1	2008	\$10,000.00	1707024
05-15-2008	Baldwin Ins Co	54655	Surplus Lines		T M Kroll	NC2008Q354655	Quarter 3	2008	\$897,448.21	1707017
05-15-2008	Baldwin Ins Co	54655	Foreign Property and Casualty		T M Kroll	NC2008A54655	Annual	2008	\$56,454.21	1707015
05-15-2008	Dutoi Ins Co	11452	Surplus Lines	44-5584444	T M Kroll	NC2008Q111452	Quarter 1	2008	\$465,465.00	1707029
05-15-2008	Griep Ins Co	55462	Domestic Property and Casualty		T M Kroll	NC2008Q155462	Quarter 1	2008	\$4,451.00	1707020
05-15-2008	Griep Ins Co	55462	Surplus Lines		T M Kroll	NC2008Q355462	Quarter 3	2008	\$5,112.00	1707021
05-15-2008	Griep Ins Co	55462	Domestic Property and Casualty		T M Kroll	NC2008Q155462	Quarter 1	2008	\$4,451.00	1707019
05-15-2008	Griep Ins Co	55462	Domestic Property and Casualty		T M Kroll	NC2008Q155462	Quarter 1	2008	\$12,564,865.05	1707005
05-15-2008	Griep Ins Co	55462	Surplus Lines		T M Kroll	NC2008Q355462	Quarter 3	2008	\$654,887.20	1707013
05-15-2008	Koerken Ins Co		Foreign Life Insurers		T M Kroll	NC2008Q1null	Quarter 1	2008	\$51,224.21	1706999
05-15-2008	Koerken Ins Co		Foreign Life Insurers		T M Kroll	NC2008Q1null	Quarter 1	2008	\$654,564.35	1707002
05-15-2008	Koerken Ins Co		Surplus Lines		T M Kroll	NC2008Anull	Annual	2008	\$4,451.00	1707023
05-15-2008	Koerken Ins Co		Foreign Life Insurers		T M Kroll	NC2008Q1null	Quarter 1	2008	\$1,152.00	1707022
05-15-2008	Koerken Ins Co		Surplus Lines		T M Kroll	NC2008Anull	Annual	2008	\$548,785.51	1707011
05-15-2008	Korky Ins Co		Domestic Property and Casualty	22-2222222	T M Kroll	NC2008Q1null	Quarter 1	2008	\$6,878,454.92	1707007
05-15-2008	Korky Ins Co		Domestic Life Insurers	22-2222222	T M Kroll	NC2008Q3null	Quarter 3	2008	\$7,878,752.24	1707009
totals for 05-15-2008, 17 transaction(s), total amount \$30,726,029.90										
05-19-2008	National Best Ins Co		Foreign Life Insurers	88-5521254	T M Kroll	NC2008Q1null	Quarter 1	2008	\$54,412,544.00	1707171
totals for 05-19-2008, 1 transaction(s), total amount \$54,412,544.00										