

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date:

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date

Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES NO

If yes, Technology Admin: _____

Leadership Team Member:

Funding Source: <input type="text" value="General"/>	<input type="text" value="PRJ 180 FUNCT 2571 OBJ 340"/>
Fund/Project	OCAS Coding

<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action	Accept and approve the agreement between Broken Arrow Public Schools and The University of Oklahoma, to allow education students the ability to complete their student teaching within BAPS. Cost to the District is \$13.95 for criminal background checks per student intern. The agreement between the District and The University of Oklahoma will continue for the 2022-23 school year.
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Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than on individual.



MEMORANDUM

To: Mr. Chuck Perry

From: Ms. Lindsay Drake
Director of Employee Relations

Date: July 18, 2022 Board Meeting

Re: University of Oklahoma Agreement for Classroom Student Teachers

SUBJECT

Accept and approve the agreement between The University of Oklahoma and Broken Arrow Public Schools to allow classroom student teachers the ability to complete their hours within Broken Arrow Public Schools. The maximum cost to the district is \$13.95 for a criminal background check per student intern.

ENCLOSURE/ATTACHMENTS

Intern Agreement

SUMMARY

The agreement between the District and The University of Oklahoma will continue for the 2022-2023 school year.

FUNDING

PRJ 180 FUNCT 2571 OBJ 340

RECOMMENDATION

Approve

**UNIVERSITY OF OKLAHOMA
ANNE & HENRY ZARROW SCHOOL OF SOCIAL WORK
PRACTICUM FACILITY AFFILIATION AGREEMENT**

– COVER PAGE –

IDENTIFICATION OF PARTIES	
University	Facility
The Board of Regents of the University of Oklahoma on behalf of its Anne & Henry Zarrow School of Social Work 700 Elm Ave, Norman, OK 73019 Department Notice Email:	Facility Name Facility Address Facility City, State Zip Facility Notice Email:
Effective Date:	End Date:
Only above identified University and Facility are each a “Party” and are collectively referred to as “Parties” to this Agreement.	

This cover page, the herein described Agreement, and the following Exhibits indicated as attached below together comprise the entire Agreement of the Parties:

- Exhibit A – Scope and General Parameters (For all agreements.)
- Exhibit B – Protection of Confidential Data (For all agreements.)
- Exhibit C – Practicum-Specific Parameters (For medical/nonstandard agreements.)

UNIVERSITY OF OKLAHOMA
ANNE & HENRY ZARROW SCHOOL OF SOCIAL WORK
PRACTICUM FACILITY AFFILIATION AGREEMENT

This is an Agreement between the Board of Regents of the University of Oklahoma (“University”) and the Facility (“Facility”) identified on the cover page of this Agreement for the purpose of conducting an internship, practicum, rotation, or similar arrangement for educational activities (“Practicum”) at the Facility’s location for the University’s participating students (“Student(s)”) in accordance with mutually agreed upon terms and conditions herein described.

I. Practicum Setup

- A. **Consideration.** The University desires to provide Practicum experiences for its Students, and the Facility desires to provide such educational experience to Students. Therefore, the University shall arrange Practicum experiences for its participating Students at the Facility. This Agreement includes no exchange of monetary consideration between the Parties, and the Parties expressly acknowledge and agree the receipt and sufficiency of other good and valuable consideration.
- B. **Term.** This Agreement has an effective Primary Term (“Primary Term”) from the above described Effective Date (“Effective Date”) and shall continue until the above described End Date (“End Date”). This Agreement shall automatically renew for up to two additional terms of equal duration under the same terms and conditions (each a “Renewal Term”) upon expiration of the Primary Term or as the Parties may otherwise mutually agree in writing.
- C. **Termination.** Unless otherwise specified in this Agreement, either Party may terminate this Agreement at any time, with or without cause, upon advance written notice to the non-terminating Party at least thirty (30) days prior to the desired date of termination. This Agreement may also be terminated at any time by written mutual consent of the Parties.
- D. **Scope and Parameters.** In addition to the terms and conditions of this Agreement, the University and the Facility shall mutually determine the scope, operational and management responsibilities, and all other necessary parameters of the Practicum in “Exhibit A – Scope and General Parameters”, attached to and made a part of this Agreement.

II. General Terms and Conditions

- A. **Confidentiality.** All information exchanged between the Parties pursuant to this Agreement shall be considered confidential. The Parties shall not use such information except as required to provide client or patient care services or as necessary for the achievement of Practicum objectives. The University shall instruct all Students and individuals in its Practicum roles to keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including client or patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the University or any of the Students; (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority; or (c) is disclosed pursuant to requirements the National Association of Social Workers Code of Ethics (“NASW Code of Ethics”), available at: <https://www.socialworkers.org/About/Ethics/Code-of-Ethics/Code-of-Ethics-English.aspx>.

- B. **Responsibility for Actions.** Each Party shall be responsible for its own negligent acts and omissions and the acts and omissions of its employees, officers, directors, and affiliates as applicable. The University's liability shall be governed by the Oklahoma Governmental Tort Claims Act. The University further retains and reserves to itself, without limitation, all the powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the Constitution of the United States of America and the Constitution and Statutes of the State of Oklahoma. These rights shall include, but not limited to the University's right to sovereign immunity and rights under the OGTCA.
- C. **Representation of Eligibility.** The Parties represent to the best of their knowledge that each party, nor any of its employees, agents, or representatives participating under the terms of this Agreement, are not: (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b (f) (the "Federal healthcare programs"); (ii) convicted of a criminal offense related to the provision of healthcare items or services, but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs; and (iii) under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation during the terms of this Agreement a Party shall immediately notify the other of any change in the status of the representation set for the in this section. If a Party becomes excluded from federal program participation, this Agreement may be terminated immediately, for cause, by the other Party. If an employee, agent, or representative becomes excluded from federal program participation, such individual shall be removed from participation under the Agreement immediately. Failure by a Party to remove such excluded individual immediately shall provide the other Party the right to terminate this Agreement immediately for cause.
- D. **Insurance Requirements.** The Parties shall each be responsible for its own insurance coverage at all times during the term of this Agreement as follows:
- i. The University represents that it and its employees are self-insured with its liability governed by the Oklahoma Governmental Tort Claims Act. A copy of the University's certificate of self-insurance is available upon request.
 - ii. The Facility shall maintain insurance coverage in amounts sufficient to cover its responsibilities under this Agreement.
- E. **FERPA.** Access to education records shall be governed by the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g ("FERPA") and all other applicable laws. A critical component of the Agreement between the University and the Facility is the open exchange of relevant educational information. The student's progress will be evaluated through close interaction between the University and the Facility. The University shall require each participating student to execute a release allowing the University and the Facility to share information necessary for the achievement of Practicum objectives. In accordance with this section, the Parties further agree to the terms of "Exhibit B – Protection of Confidential Information", attached to and made a part of this Agreement.
- F. **Equal Opportunity.** Except to the extent permitted by law, the Facility, the University, Instructors and Students shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability or veteran's status in the performance of this Agreement. As applicable to the University, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor Regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The University

represents that, except as permitted by law, all services are provided without discrimination on the basis of, race, color, creed, sex, age, religion, national origin, disability or veteran's status; that it does not maintain nor provide for its employees any segregated facilities, nor will the University permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the University agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. Section 54212.

- G. **Use of Protected Marks.** The parties agree not to use each other's names or logos in any publications or advertising without prior written approval from the other party. The Facility agrees to submit for approval a logo application to the University's Trademark Office which reviews the use of University Marks prior to use.
- H. **Consent for Publication.** Neither party nor any of its participants shall publish any materials as a direct result of the Practicum, without giving the non-publishing party an opportunity to review and object to the publication in advance. No confidential information of a Party, its staff or clients may be included in any publication without prior written notice and consent to the Facility.
- I. **Rights in Facility Property.** Unless otherwise agreed upon by the Parties, all materials, supplies, records, or any resource belonging to the Facility and used or created during the term of this Agreement or any Practicum pursuant to this Agreement shall remain the property of the Facility.
- J. **Relationship of the Parties.** Neither Party shall have the authority to take any action or make any statements, representations, or commitments of any kind that would bind the other Party without its prior written consent.
- K. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- L. **No Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
- M. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective legal representatives, successors and permitted assigns.
- N. **Rights Cumulative.** No right or remedy conferred in this Agreement upon or reserved to a Party is intended to be exclusive of any other right or remedy. Rights and remedies shall be cumulative and in addition to any other right or remedy provided in this Agreement or under applicable law.
- O. **No Waiver.** The failure by either Party to insist upon the strict observance or performance of any provision of this Agreement or to exercise any right or remedy shall not impair any such right or remedy to be construed as a waiver or relinquishment with respect to subsequent defaults.
- P. **No Third-party Beneficiaries.** This Agreement is not intended to confer any right or benefit upon or permit the enforcement of any provision by anyone other than the Parties to this Agreement.
- Q. **English Language Controls.** This Agreement is written in the English language. In the event this Agreement is translated to another language, the English language version shall control.
- R. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and cannot be changed or modified except by mutual written consent of the Parties.
- S. **Notices.** Unless otherwise provided within this section, any and all notices, consents, or other communications by one party intended for the other shall be deemed to have been

properly given if transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth in the Identification of Parties.

- i. All legal notices to the University, including notice of service of process, must be sent to: The Executive Secretary of the Board of Regents of the University of Oklahoma, 660 Parrington Oval, Rm 119, Norman, OK 73019.

- T. **True and Correct Representations.** All information that has been furnished to the Facility concerning the University, Students, and individuals serving in Practicum roles is true and correct in all respects, to the best of University's knowledge. The Parties further agree that all representations in this Agreement shall remain true and correct during the term of this Agreement, and the Parties shall inform each other if any of the representations become inaccurate or are anticipated to change.

Agreed and Acknowledged:

Field Education Coordinator, University of Oklahoma Anne & Henry Zarrow School of Social Work	Date
David Wrobel as Dean, University of Oklahoma - Norman Dodge Family College of Arts & Sciences	Date
Name Title Facility	Date

EXHIBIT A – SCOPE AND GENERAL PARAMETERS

This Exhibit A – Scope and Parameters is attached to and made a part of the Facility Affiliation Agreement (Agreement) between the Board of Regents of the University of Oklahoma on behalf of its Anne & Henry Zarrow School of Social Work (University) and (Facility).
The Parties hereby agree to the following:

1. **Scope of Practicum.** The Parties agree to cooperate, collaborate, and conduct activities in support of providing a Practicum experience applicable to the academic program of qualified participating Students pursuant to the terms of the Agreement and in compliance with the National Association of Social Workers Code of Ethics (“NASW Code of Ethics”, available at: <https://www.socialworkers.org/About/Ethics/Code-of-Ethics/Code-of-Ethics-English.aspx>) and the accreditation standards of the Council on Social Work Education (<https://www.cswe.org/>).
2. **Practicum Roles**
 - A. **University Roles.** The University shall designate one or more qualified individuals to serve in the following roles during the Practicum as necessary:
 - i. **Field Education Coordinator.** Field Education Coordinator will work directly with Facility personnel to approve all activities for Students. The Field Education Coordinator shall be an employee of the University.
 - ii. **Faculty Liaison(s).** The Faculty Liaison will be responsible for supervising Students and their Practicum activities. Each Faculty Liaison shall be an instructor, faculty member, or other qualified employee of the University.
 - B. **Facility Roles.** The Facility shall designate one or more qualified individuals to serve in the following roles during the Practicum as necessary:
 - i. **Field Instructor(s).** The Field Instructor(s) shall supervise and develop assignments, training activities, and Student evaluations for participating Students at the Facility. Each Field Instructor is required to have earned a degree in social work prior to serving in this role. During the Practicum, each Field Instructor shall always comply with (a) the University’s field education programs and policies as outlined in the Field Education Manual and (b) the NASW Code of Ethics. The Facility acknowledges and agrees that the University may the approve or deny any proposed Field Instructor. If the Facility does not have a Field Instructor, the University can help identify a social work professional to fulfill this role at the Facility’s expense.
 - ii. **Preceptor(s).** Facility employees may serve as Preceptor(s) to assist and collaborate with Field Instructor(s) to provide education oversight and day-to-day supervision of participating Students.
 - iii. **Point of Contact.** The Facility Point of Contact will serve as the Facility’s primary contact employee and work directly with the University’s Faculty Liaison to plan and coordinate Practicum activities. This role is optional for the Facility and may be fulfilled by persons serving in other Facility Roles.
3. **Responsibilities of the Parties**
 - A. **University Responsibilities**
 - i. **University Requirements for Participating Students.** The University requests that all Students and individuals serving in Practicum roles comply with the policies, rules, and regulations of the Facility as provided to the University by the Facility. The University shall also require:
 1. **Participating Student Insurance.** The University shall require each participating Student to acquire and maintain sufficient professional

liability insurance coverage for the purposes of the Practicum, and to submit verification of such insurance coverage to the University and/or Facility when requested.

2. **Student Acknowledgment and Release.** The University shall require each participating Student to complete, sign, and return a "Student Acknowledgment and Release" to the University prior to the beginning of the Practicum. A copy of completed releases may be provided to the Facility upon request.
 3. **Documentation and Time of Requirements.** The University shall remind each participating Student to complete all Facility requirements prior to the beginning of the Practicum, and to provide documentation of fulfilled requirements to the Parties as necessary.
- ii. **Practicum Calendar.** The University shall maintain a practicum calendar to be available online at: <http://www.ou.edu/cas/socialwork>.
 - iii. **Enrollment Confirmation.** The University will validate that each Student is currently enrolled at the University. Students who are under 18 years of age have obtained written permission of a parent or guardian to participate in the Practicum; if the Student is an emancipated minor, then the Student must furnish written authorization to participate in the Practicum.
 - iv. **Compliance with Facility Dress Code.** The University will support the Facility's requirement that Students are required to wear appropriate attire consistent with the Facility dress code and policies, including but not limited to badge or other identification as may be issued and required by the Facility.

B. Facility Responsibilities

- i. **Facility Policies.** Upon request of the University, Facility shall provide the Faculty Liaison with copies of the Facility's policies, rules, regulations and procedures that are applicable to Students' and Faculty Liaisons' participation in the Practicum. The Facility shall provide each participating Student with the relevant policies, rules, regulations and expectations with which the Student is required to comply.
- ii. **Training.** The Facility will provide the Student with appropriate training and resources to foster and augment the Student's learning experience, and to allow the Student to meet the competency requirements set forth by the University.
- iii. **Student Objection.** The Facility agrees that in the event a participating Student is asked to perform an action or participate in a Practicum activity for which they are not trained (or for which they reasonably believe they have received no training or insufficient training), the Student may object to such action or activity by reporting it to a Faculty Liaison or Field Instructor. The Parties agree to acknowledge and communicate such objections to each other and mutually cooperate to ensure compliance with the terms of this Agreement.
- iv. **Use of Designated Communication Platform.** The Facility agrees to utilize the software or communication platform designated by the University for the purposes of facilitating and documenting necessary for the achievement of Practicum objectives except for communications subject to HIPAA regulations.
- v. **Facility Parking.** The Facility shall provide parking in designated areas for Students and Faculty Liaisons pursuant to the Facility's rules and policies.
- vi. **Emergency Medical Care.** As necessary, the Facility shall make emergency medical care available to Students and Instructors at its usual cost and expense. All costs and expenses

associated with such emergency medical care shall be the responsibility of the individual receiving care.

- vii. **Reporting of Student Progress.** Facility will communicate immediately with the Faculty Liaison any concern regarding the Student’s performance or progress.
- 4. **Practicum Completion Upon Termination or Force Majeure.** In the event of earlier termination pursuant to the terms of this Agreement or an act of nature (i.e., a force majeure event), the Parties agree to make reasonable efforts to allow and facilitate the Student’s completion of a Practicum term already in progress.
- 5. **Practicum-Specific Parameters.** As it may be mutually determined to be necessary by the Parties, additional Practicum-specific parameters, including but not limited to provisions applicable to Practicum experiences in medical settings, are attached to and made a part of this Agreement in “Exhibit C – Practicum-Specific Parameters”.
- 6. **Site Visit** – Upon request by the University, the Facility shall provide the Faculty Liaison a site visit and tour of the Facility to address any procedure or facilities of a Facility department pertinent to the Practicum.

Agreed and Acknowledged:

<p>Field Education Coordinator, University of Oklahoma Anne & Henry Zarrow School of Social Work</p>	<p>Date</p>
<p>David Wrobel as Dean, University of Oklahoma - Norman Dodge Family College of Arts & Sciences</p>	<p>Date</p>
<p>Name Title Facility</p>	<p>Date</p>

EXHIBIT B – PROTECTION OF CONFIDENTIAL DATA

To the extent applicable to this Agreement, Facility agrees to abide by the limitations on re-disclosure of personally identifiable information from the University's education records as set forth in The Family Educational Rights and Privacy Act (FERPA) (34 CFR § 99.33(a)(2)) and with the terms set forth below. 34 CFR § 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the University, the educational institution, may use the information, but only for the purposes for which the disclosure was made.

1. **Definition:** Covered data and information (CDI): includes paper and electronic student education record information supplied by University, as well as any data provided by University's students to the Facility.
2. **Acknowledgment of Access to CDI:** Facility acknowledges that the Agreement allows the Facility access to CDI.
3. **Prohibition on Unauthorized Use or Disclosure of CDI:** Facility agrees to hold CDI in strict confidence. Facility shall not use or disclose CDI received from or on behalf of University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. Facility agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
4. **Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the Agreement, Facility shall return all CDI to University or, if return is not feasible, destroy any and all CDI. If the Contractor destroys the information, the Contractor shall provide University with a certificate confirming the date of destruction of the data upon request.
5. **Remedies:** If University reasonably determines in good faith that Facility has materially breached any of its obligations under this contract, University, in its sole discretion, shall have the right to require Facility to submit to a plan of monitoring and reporting; provide Facility with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to Facility describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Facility improperly disclosed personally identifiable information obtained from University's education records, University may not allow the Facility access to its education records for at least five years.
6. **Maintenance of the Security of Electronic Information:** Facility shall develop, implement, maintain and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Facility.
7. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** Facility shall promptly, but in no case later than five (5) days from discovery, report to University any use or disclosure of CDI not authorized by this agreement or in writing by University. Facility's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Facility has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Facility has taken or shall take to prevent future similar unauthorized use or disclosure. Facility shall provide such other information, including a written report, as reasonably requested by University.

[Signatures appear on the following page.]

Agreed and Acknowledged:

<hr/> <p>Field Education Coordinator, University of Oklahoma Anne & Henry Zarrow School of Social Work</p>	<hr/> <p>Date</p>
<hr/> <p>David Wrobel as Dean, University of Oklahoma - Norman Dodge Family College of Arts & Sciences</p>	<hr/> <p>Date</p>
<hr/> <p>Name Title Facility</p>	<hr/> <p>Date</p>

Exhibit C – Practicum-Specific Parameters

The University and Facility acknowledge and agree to the following Practicum-specific terms for Practicum experiences in medical settings:

1. The Parties shall permit Students to assist in the provision of ancillary health care services to Facility patients, but only as such care is appropriate to the Students’ training and Practicum objectives. The Facility may otherwise restrict or prohibit the Student from any activities at the Facility, including any patient care activities.
2. The Facility will provide Students with training and period updates on the Facility’s policies and procedures with respect to Protected Health Information (PHI) that is necessary and appropriate for them to carry out the activities contemplated by this Agreement as required by applicable provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and applicable state mental health information confidentiality laws.
3. Only the facility can disclose HIPAA protected information. If Faculty or Intern believe such a need exists for disclosure then they will consult with the facility who will disclose the information, including approving responses to subpoenas and court orders and notification to public health. In the event that PHI is required to be disclosed pursuant to a court order or a subpoena, University shall notify Facility to allow Facility to assert whatever protection may be available and to comply with the notification requirement.
4. The Parties agree to promptly report to one another (but in no case later than three (3) days from discovery) any breach or unauthorized disclosure of PHI occurring during any Practicum activity.
5. Facility affirms that it has not been excluded, debarred, or otherwise made ineligible to participate in any federal healthcare program as defined in 24 USC 1320a-7b(f).
6. Any ambiguity in this Agreement regarding PHI shall be resolved in a manner that causes this Agreement to comply with HIPAA.

Agreed and Acknowledged:

Field Education Coordinator, University of Oklahoma Anne & Henry Zarrow School of Social Work	Date
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David Wrobel as Dean, University of Oklahoma - Norman Dodge Family College of Arts & Sciences	Date
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Name Title Facility	Date
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