AGENDA ITEM

		BOARD OF TRUSTEES AGENDA	38
	U WORKSHOP	REGULAR	SPECIAL
(A)	□ Report Only		☐ Recognition
	Presenter(s):		
	Briefly describe the subject	t of the report or recognition pres	entation.
(B)	Action Item		
		res, Deputy Superintendent for Curri astillón, Career & Technical Educati	
	Briefly describe the action	required.	
	CONSULTANT CONTRAC PROVIDE THE EPHS AND	PROPRIATE ACTION ON THE RE F BETWEEN EAGLE PASS ISD AN CCWHS HEALTH SCIENCE STUE FICATION FOR EMERGENCY MI	D CITY OF EAGLE PASS TO DENTS THE OPPORTUNITY
(C)	Funding source: Identify th	ne source of funds if any are requi	red.
	(167) STATE FUNDING		
(D)	Clarification: Explain any	questions or issues that might be r	raised regarding this item.
L			

Eagle Pass Independent School District Career and Technical Education

DATE:	June 28, 2017
то:	Gilberto Gonzalez, Superintendent
FROM:	Ana Laura Castillón, Career & Technical Education Director
RE:	(Emergency Medical Responder) Consultant Contract between EPISD and City of Eagle Pass Fire Department

Attached is a Consultant Contract between Eagle Pass ISD and City of Eagle Pass Fire Department. This contract will allow EPHS and CCWHS students enrolled under the Health Science program to train and test for the Emergency Medical Responder Certification. With this certification students main obtain employment with any fire department, hospital or private emergency ambulance entity.

The cost will be \$4,700 for 15 students per semester, total of 30 students for the 2017 – 2018 school year at a total cost of \$9,400.

Please call me if you need additional information.

Attachments: contract and proposal

Approval:

Samuel Mijares, Deputy Superintendent for Curriculum & Instruction

Approval:

Gilberto Gonzalez, Superintendent of Schools



June 22, 2017

Ms. Ana Laura Castillion CATE Director 122 Foaster Maldonado Eagle Pass, Tx 78852

RE: Eagle Pass Independent School District EMS Training Program Agreement with City of Eagle Pass Fire Department.

Dear Mr. Gonzalez,

Enclosed you will find two duplicates of the above-referenced agreement between your agency and the City of Eagle Pass Fire Department. Please sign both agreements, keep one for your records, and return one to our office.

Should you have any questions concerning this matter, do not hesitate to contact our office.

Respectfully,

Erika Resma Assistant City Secretary

Enclosures

1420 EIDSON ROAD • EAGLE PASS, TEXAS 78852 • 830/773-5181

CONSULTANT CONTRACT

This contract is entered into by and between City of Eagle Pass 100 S. Monroe St. Eagle Pass, TX 78852

(Name and Address)

hereinafter referred to as "Contractor" and the Eagle Pass Independent School District, a Texas political subdivision, hereinafter referred to as "District" on this the $\frac{24}{24}$ day of $\frac{\text{April}}{24}$, $2\frac{017}{2}$.

1. The purpose of this Agreement is to set out the responsibilities of the parties hereto regarding the professional services to be rendered by contractor to District. District agrees to engage Contractor, and Contractor agrees to perform and/or provide the following services:

Emergency Medical Responders Course for Eagle Pass ISD Health Science students at FCRTC. Students to be instructed are from Eagle Pass High School and CCWinn High School.

- 2. Contractor will perform the services set forth herein in a timely and professional manner and to the District's satisfaction.
- 3. In exchange for the Contractor's services, District will pay Contractor a fee of \$9,400.00 per hour/per day flat fee [circle one]. The total fee is not to exceed \$9,400.00 Any reimbursement for travel, meals, and lodging or other expenses will be in accordance with District policies and must be accompanied by appropriate receipts. Contractors will not be paid in advance of performing or providing the services. Invoices must be addressed to the Accounts Payable Dept. at the above address. Notwithstanding payment by the District pursuant to an approved invoice, the District reserves the right to audit said Agreement and the services rendered hereunder and to adjust said sum if incorrect or improper. Contractor agrees to refund to District any sums improperly or incorrectly paid Contractor upon notice of same by District. Payment on a properly submitted invoice will be made in accordance with the District disbursement payment schedule.
- 4. The contract will be effective on the <u>28th</u> day of <u>August</u>, 2<u>017</u>, and will expire on the <u>27</u> day of <u>April</u>, 2<u>018</u>, unless sooner terminated as provided herein.
- 5. This contract may be terminated by the District without cause at any time and Contractor agrees to conclude services upon notification by District that Agreement has been terminated. Either District or Contractor may terminate this contract for convenience after giving the other party thirty (30) days advance written notice. Either District or Contractor may terminate this contract of contractor may terminate this contract for breach of any provision herein provided the non-breaching party gives the breaching party written notice of the breach and thirty (30) days to cure such breach. District may terminate this contract effective at the end of its fiscal year if funds are not appropriated for this contract for the ensuing fiscal year. If this contract is terminated for convenience, District will pay Contractor a prorated share of fees Contractor has earned up to the effective date of termination.
- 6. Contractor is not an employee of the District and is not entitled to fringe benefits. Furthermore, District will not deduct federal income taxes, FICA or any other funds required to be deducted by an employer as this is the responsibility of the Contractor. Contractor is an independent contractor, and District and Contractor have not entered into a joint venture or partnership in providing the services herein.

The Eagle Pass Independent School District does not discriminate on the basis of sex, disability, race, color, age, or national origin in its educational programs, activities, or employment as required by Title DC, Section 504 and Title VI.

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- 7. It is the intention of the parties that the Contractor be an independent Contractor and not an employee of the District under this Agreement and in order to protect the District, Contractor agrees, as consideration herein, to indemnify and hold the District, and its employees, officers and agents, harmless from any and all claims, demands, damages, causes of action, and costs of whatever kind of nature asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of the Contractor its agents, employees, and subcontractors, in the performance of this Agreement, unless such claim, damage injury of losses is the result of the sole negligence of the District.
- 8. In entering into this contract, Contractor agrees to abide by all District policies and regulations. Including, but not limited to, the Contractor agrees to provide the District with sign-in sheets, and evaluation of the service, along with copies of the materials and information used in connection with said service by Contractor, except those provided by District. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations. In the conduct of this Agreement, Contractor shall be subject to the Texas State Board of Education rules and all regulations pertaining to this Agreement and the subject matter and to the laws of the State of Texas governing this Agreement, as well as to the Board policies of the District.
- 9. <u>Certification of Criminal History Record Information</u> In accordance with state law and as set forth in the Attachment referenced herein, all required criminal history background checks will be performed prior to the performance of this agreement. Failure to properly complete the certifications or completion of the certification in a manner that is later deemed incomplete or inaccurate that results in the District being in jeopardy of violation of Texas Education Code § 22.085(c) will be good cause for early termination of this agreement at District discretion.
- 10. The District, the Texas Education Agency, the Comptroller General or any of their duly authorized representatives shall have access to any books, documents, or records of the Contractor which are directly related to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Additionally, the Contractor shall maintain all required records for five (5) years after the District has made final payments and all other pending matters are closed.
- 11. Contractor may not subcontract or assign this contract or any of its rights hereunder to another person or entity.
- 12. All notices hereunder by either party to the other will be delivered personally or by certified mail, return receipt requested, and will be duly given when delivered personally or three business days after postmarked. If to District, notice will be sent to the Superintendent of Schools at 1420 Eidson Rd., Eagle Pass, Texas 78852. If to Contractor, notice will be sent to the signatory and at the address set forth herein.
- 13. This contract and the following attachments contain the entire agreement between District and Contractor for the services set forth herein and supersedes all prior or contemporaneous agreements, whether oral or written. This contract and its attachments cannot be modified without the advance written consent of each party.

Attachments: See Attached Proposal

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- 14. In accordance with district policy, there shall be no interruption of instruction during the school day. This contract is not valid unless approved by the EPISD Board of Trustees and/or the Superintendent.
- 15. This contract will be governed by the laws of the State of Texas and is performable in Maverick County, Texas.

IN WITNESS WHEREOF AND EXECUTED, the parties hereto have caused this contract to be executed as of the date and year first above written.

CONTRACTOR:	DISTRICT:
City of Eagle Pass	EAGLE PASS INDEPENDENT SCHOOL DISTRICT
BY: <u>ttb Radige</u> TITLE: <u>City Manager</u>	BY: <u>Director/Coordinator/Principal</u> Date Director/Coordinator/Principal Date Asst. Superintendent/Executive Director Date Superintendent Date
<u>EPISD B</u> Day Of	PPROVED BY BOARD OF TRUSTEES , 2 COPY OF BOARD AGENDA ITEM

The Eagle Pass Independent School District does not discriminate on the basis of sex, disability, race, color, age, or national origin in its educational programs, activities, or employment as required by Title DX, Section 504 and Title VI.

Proposal to Conduct an EMR Course For Eagle Pass ISD

Submitted by: Luis Gonzalez, EMT-P, Course Coordinator

Date: August 28, 2017

Proposed Course Dates: August 28, 2017 to December 12, 2017

The following personnel are certified instructors that will be used during the course.

Luis Gonzalez, Paramedic	EMS Coordinator/ Instructor		
Manual Roman, EMT-I	Fire and EMS Instructor/Proctor		
Chad Kufman, EMT-B	Fire and EMS Instructor/Proctor		
Michael Morales, EMT-P	Fire and EMS Instructor/Proctor		
Roger Barrientos, EMT-P	Fire and EMS Instructor/Proctor		

Skills testing and verification hours (practical):	30	@	\$30.00	Per Hour	\$900.00	
Instructor hours (lecture):	60	@	\$30.00	Per Hour	\$1,800.00	
CPR Certification	15	@	\$60.00	each	\$900.00	
Coordinator Fees:					\$600.00	
Medical Director Fees:					\$500.0 <mark>0</mark>	

Total Cost:

\$4,700.00

Maximum of 15 Students per Semester.

Additional expenses will include

Consumables Supplies \$500.00 Text Books and Navigate Web Access \$135.00 per set Study Guide \$45.00 per student

Proposal to Conduct an EMR Course For Eagle Pass ISD

Submitted by: Luis Gonzalez, EMT-P, Course Coordinator Date: Jan 08, 2018

Proposed Course Dates: Jan 08, 2018 to April 27, 2018

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The following personnel are certified instructors that will be used during the course.

Luis Gonzalez, Paramedic	EMS Coordinator/ Instructor		
Manual Roman, EMT-I	Fire and EMS Instructor/Proctor		
Chad Kufman, EMT-B	Fire and EMS Instructor/Proctor		
Michael Morales, EMT-P	Fire and EMS Instructor/Proctor		
Roger Barrientos, EMT-P	Fire and EMS Instructor/Proctor		

Skills testing and verification hours (practical):	30	@	\$30.00	Per Hour	\$900.00
Instructor hours (lecture):	60	@	\$30.00	Per Hour	\$1,800.00
CPR Certification	15	@	\$60.00	each	\$900.00
Coordinator Fees:					\$600.00
Medical Director Fees:					\$500.00

Total Cost:

\$4,700.00

Maximum of 15 Students per Semester.

Additional expenses will include

Consumables Supplies \$500.00 Text Books and Navigate Web Access \$135.00 per set Study Guide \$45.00 per student

Eagle Pass ISD EMR 2017-2018 SCHEDULE

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Class will be Mondays to Friday from 14:50 to 16:10 at the Eagle Pass ISD CATE Building. Instructors are subject to change.

Date	Skills Hours	Lecture Hours	Topic	Instructor
28-Aug		1	CPR	Gonzalez
29-Aug		1	CPR	Gonzalez
30-Aug		1	CPR	Gonzalez
31-Aug		1	CPR	Gonzalez
1-Sep		1	CPR	Gonzalez
4-Sep		1	Orientation	Gonzalez
5-Sep		1	CHAPTER 1 EMS Systems	Gonzalez
6-Sep		1	Class Work	Gonzalez
7-Sep		1	CHAPTER 2 Workforce Safety and Wellness	Gonzalez
8-Sep		1	Class Work	Gonzalez
11-Sep		1	CHAPTER 3 MEDICAL / LEGAL and ETHICS	Gonzalez
12-Sep		. 1	Class Work	Gonzalez
13-Sep		1	TEST 1 CHAPTERS 1-3	Gonzalez
14-Sep		1	Class Work	Gonzalez
15-Sep		1	CHAPTER 4 Communication and Documentation	Gonzalez
18-Sep		1	Class Work	Gonzalez
19-Sep		1	CHAPTER 5 The Human Body	Gonzalez
20-Sep 21-Sep		1	Class Work CHAPTER 6 Airway Management	Gonzalez Gonzalez
22-Sep		1	CHAPTER 6 Airway Management Class Work	Gonzalez
25-Sep		1	TEST 2 CHAPTERS 4-6	Gonzalez
26-Sep		1	Class Work	Gonzalez
27-Sep		1	CHAPTER 6 Airway Management	Gonzalez
28-Sep		1	Class Work	Gonzalez
29-Sep		1	CHAPTER 7 Profressional CPR	Gonzalez
2-Oct		1	Class Work	Gonzalez
3-Oct		1	CHAPTER 8 Patient Assessment	Gonzalez
4-Oct		1	Class Work	Gonzalez
5-Oct	1		PT ASSESSMENT SKILLS / VITALS	Gonzalez
6-Oct	1	1	PT ASSESSMENT SKILLS / VITALS	Morales
9-Oct	1	1	AIRWAY MANAGEMENT SKILLS	Kaufman
10-Oct 11-Oct	1	1	AIRWAY MANAGEMENT SKILLS TEST 3 CHAPTERS 6-8	Gonzalez
12-Oct		1	CHAPTER 9 Medical Overview	Gonzalez
13-Oct		1	Class Work	Gonzalez
16-Oct		1	CHAPTER 10 Poisoning and Substance Abuse	Gonzalez
17-Oct		1	Class Work	Gonzalez
18-Oct		1	CHAPTER 11 Behavior Emergencies	Gonzalez
19-Oct		1	Class Work	Gonzalez
20-Oct		1	TEST 4 CHAPTERS 9-11	Gonzalez
23-Oct		1	CHAPTER 12 Environmental Emergencies	Gonzalez
24-Oct	e	1	Class Work	Gonzalez
25-Oct		1	CHAPTER 13 Bleeding, Shock, Soft Tissue	Gonzalez
26-Oct 27-Oct		1	Class Work	Gonzalez
80-Oct		1	CHAPTER 14 Injuries to Muscle and Bones Class Work	Gonzalez Gonzalez
31-Oct	1	1	SKILLS (IMMOBILIZATION SKILLS,	
1-Nov	1		SKILLS (IMMOBILIZATION SKILLS,	Gonzalez
2-Nov	1		SKILLS (NEBULIZER, INHALER, EPI-PEN,	Morales
3-Nov	1		SKILLS (NEBULIZER, INHALER, EPI-PEN,	Kaufman
6-Nov		1	TEST 5 CHAPTERS 12-14	Gonzalez
7-Nov		1	CHAPTER 15 Child Birth	Gonzalez
8-Nov		1	Class Work	Gonzalez
9-Nov		1	CHAPTER 16 Pediatric Emergencies	Gonzalez
0-Nov		1	Class Work	Gonzalez
3-Nov		1	CHAPTER 17 Geriatric Emergencies	Gonzalez
4-Nov		1	Class Work	Gonzalez
5-Nov 6-Nov		1	TEST 6 CHAPTERS 15-17	Gonzalez
7-Nov		1	CHAPTER 18 Lifting and Moving Class Work	Gonzalez Gonzalez

Date	Skills Hours	Lecture Hours	Topic	Instructor
27-Nov		1	CHAPTER 19 Transport Operations	Gonzalez
28-Nov		1	Class Work	Gonzalez
29-Nov		1	CHAPTER 20 Vehicle Extrication	Gonzalez
30-Nov		1	Class Work	Gonzalez
1-Dec	1	1	SKILLS MAKE UP	Gonzalez
4-Dec	1		SKILLS MAKE UP	Morales
5-Dec		1	TEST 7 CHAPTERS 18-20	Gonzalez
6-Dec		1	CHAPTER 21 Incident Management	Gonzalez
7-Dec		1	Class Work	Gonzalez
8-Dec		1	Final Review	Gonzalez
11-Dec		1	FINAL EXAM	L. Gonzalez
12-Dec		1	Final Make-Up	/ L. Gonzalez
TOTAL HRS	Skills Hours 10	Lecture Hours 60		

Didactic Hours 60 Lab Hours 10

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Total Course Hrs. 70

Eagle Pass ISD EMR 2017-2018 SCHEDULE

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Class will be Mondays to Friday from 14:50 to 16:10 at the Eagle Pass ISD CATE Building. Instructors are subject to change.

Date	Skills Hours	Lecture Hours	Торіс	Instructor
8-Jan		1	CPR	Gonzalez
9-Jan		1	CPR	Gonzalez
10-Jan		1	CPR	Gonzalez
11-Jan		1	CPR	
12-Jan				Gonzalez
		1	CPR	Gonzalez
15-Jan		1	Orientation	Gonzalez
16-Jan 17-Jan		1	CHAPTER 1 EMS Systems	Gonzalez
17-Jan 18-Jan		1	Class Work CHAPTER 2 Workforce Safety and Wellness	Gonzalez
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26-Jan		1	CHAPTER 4 Communication and Documentation	Gonzalez
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30-Jan		1	CHAPTER 5 The Human Body	Gonzalez
31-Jan		1	Class Work	Gonzalez
1-Feb		1	CHAPTER 6 Airway Management	Gonzalez
2-Feb		1	Class Work	Gonzalez
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23-Mar 26-Mar	1		SKILLS (NEBULIZER, INHALER, EPI-PEN,	Kaufman
20-Mar 27-Mar	1	1	SKILLS (NEBULIZER, INHALER, EPI-PEN, TEST 5 CHAPTERS 12-14	Gonzalez
28-Mar		1	CHAPTER 15 Child Birth	Gonzalez
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Date	Skills Hours	Lecture Hours	Topic	Instructor
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18-Apr	1	1	SKILLS MAKE UP	Gonzalez
19-Apr	1		SKILLS MAKE UP	Morales
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24-Apr		1	Class Work	Gonzalez
25-Apr		1	Final Review	Gonzalez
26-Apr		1	FINAL EXAM	L. Gonzalez
27-Apr		1	Final Make-Up	L. Gonzalez
1.	Skills Hours	Lecture Hours		
TOTAL HRS	10	60		

60 Didactic Hours Lab Hours 10

1. 10.

Total Course Hrs. 70

1420 EIDSON ROAD • EAGLE PASS, TEXAS 78852 • 830/773-5181

CONSULTANT CONTRACT

This contract is entered into by and between City of Eagle Pass 100 S. Monroe St. Eagle Pass, TX 78852

(Name and Address)

hereinafter	referred to as "Contractor"	and the Eagle Pass	Independent School	District, a Texas political
subdivision	hereinafter referred to as	"District" on this the	day of	, 2 <u>017</u> .

1. The purpose of this Agreement is to set out the responsibilities of the parties hereto regarding the professional services to be rendered by contractor to District. District agrees to engage Contractor, and Contractor agrees to perform and/or provide the following services:

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Students to be instructed are from Eagle Pass High School and CCWinn High School.

- 2. Contractor will perform the services set forth herein in a timely and professional manner and to the District's satisfaction.
- 3. In exchange for the Contractor's services, District will pay Contractor a fee of <u>\$9,400.00</u> per hour/per day flat fee *[circle one]*. The total fee is not to exceed <u>\$9,400.00</u>. Any reimbursement for travel, meals, and lodging or other expenses will be in accordance with District policies and must be accompanied by appropriate receipts. Contractors will not be paid in advance of performing or providing the services. Invoices must be addressed to the Accounts Payable Dept. at the above address. Notwithstanding payment by the District pursuant to an approved invoice, the District reserves the right to audit said Agreement and the services rendered hereunder and to adjust said sum if incorrect or improper. Contractor agrees to refund to District any sums improperly or incorrectly paid Contractor upon notice of same by District. *Payment on a properly submitted invoice will be made in accordance with the District disbursement payment schedule.*
- 4. The contract will be effective on the <u>28th</u> day of <u>August</u>, 2<u>017</u>, and will expire on the <u>27</u> day of <u>April</u>, 2<u>018</u>, unless sooner terminated as provided herein.
- 5. This contract may be terminated by the District without cause at any time and Contractor agrees to conclude services upon notification by District that Agreement has been terminated. Either District or Contractor may terminate this contract for convenience after giving the other party thirty (30) days advance written notice. Either District or Contractor may terminate this contract effective immediately for breach of any provision herein provided the non-breaching party gives the breaching party written notice of the breach and thirty (30) days to cure such breach. District may terminate this contract effective at the end of its fiscal year if funds are not appropriated for this contract for the ensuing fiscal year. If this contract is terminated for convenience, District will pay Contractor a prorated share of fees Contractor has earned up to the effective date of termination.
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- 7. It is the intention of the parties that the Contractor be an independent Contractor and not an employee of the District under this Agreement and in order to protect the District, Contractor agrees, as consideration herein, to indemnify and hold the District, and its employees, officers and agents, harmless from any and all claims, demands, damages, causes of action, and costs of whatever kind of nature asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of the Contractor its agents, employees, and subcontractors, in the performance of this Agreement, unless such claim, damage injury of losses is the result of the sole negligence of the District.
- 8. In entering into this contract, Contractor agrees to abide by all District policies and regulations. Including, but not limited to, the Contractor agrees to provide the District with sign-in sheets, and evaluation of the service, along with copies of the materials and information used in connection with said service by Contractor, except those provided by District. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations. In the conduct of this Agreement, Contractor shall be subject to the Texas State Board of Education rules and all regulations pertaining to this Agreement and the subject matter and to the laws of the State of Texas governing this Agreement, as well as to the Board policies of the District.
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- 13. This contract and the following attachments contain the entire agreement between District and Contractor for the services set forth herein and supersedes all prior or contemporaneous agreements, whether oral or written. This contract and its attachments cannot be modified without the advance written consent of each party.

Attachments: See Attached Proposal

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- 15. This contract will be governed by the laws of the State of Texas and is performable in Maverick County, Texas.

IN WITNESS WHEREOF AND EXECUTED, the parties hereto have caused this contract to be executed as of the date and year first above written.

CONTRACTOR:	DISTRICT:	
City of Eagle Pass	EAGLE PASS INDEPENDENT SCHOOL DISTRICT	
BY: <u>ttb.Roduge</u> TITLE: <u>City Manager</u>	BY: Jun Kaum Castulon 6/28/17 DIRECTOR/COORDINATOR/PRINCIPAL DATE ASST. SUPERINTENDENT/EXECUTIVE DIRECTOR DATE SUPERINTENDENT DATE	
APPROVED BY <u>EPISD BOARD OF TRUSTEES</u> DAY OF, 2 Please Enclose Copy of Board Agenda Item		

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