# COUNTY OF SAN MATEO HUMAN SERVICE AGENCY DEPARTMENTAL CORRESPSONDCE

DATE:	June 13, 2001			
TO:	Honorable Board of Supervisors			
FROM:	Maureen Borland, Director, Human Service Agency Mark Lane, Southern Region Director, Human Services Agency			
SUBJECT:	Agreement with Teen Pregnancy Coalition of San Mateo County			

#### **RECOMMENDATION:**

Adopt a resolution authorizing the President of the Board to execute an agreement with Teen Pregnancy Coalition of San Mateo County (TPCSMC) for the provision of pregnancy prevention services to middle and high school students in San Mateo County for the period of April 1, 2001 through June 30, 2001

#### **Background:**

Reduction of teen pregnancy is an important health and social outcome for San Mateo County. The Teen Pregnancy Coalition is a non-profit agency that has provided teen pregnancy prevention education in San Mateo County since 1995. Prior to the coalition obtaining nonprofit status it was a voluntary task force for seven years. During the 1999-2000 school year the Coalition has provided educational services to over 3,500 students at over 20 schools. The Coalition has demonstrated that their educational program has a positive increase in students' knowledge. Their programs are well respected by the participating schools. In the six years that the Teen Pregnancy Coalition has been providing pregnancy prevention education the teen birth rate has dropped in the county. Sexually transmitted disease among teens has also declined in San Mateo County. Health Services has been actively involved in the efforts of Teen Pregnancy Coalition since its inception. Through the support of the Human Services Agency, the Coalition will increase the number of youth and schools participating in their programs.

#### **Discussion:**

There are three components to the programs of the Teen Pregnancy Coalition. The first, "Teen Talk," is a comprehensive sexuality education curriculum which includes human development, sexual health, sexual behavior and personal skill development as well as covering all topics from abstinence through contraception and sexually transmitted disease and HIV. The instruction ranges from eight to ten hours.

The second program component "Plain Talk" is a four part workshop designed to help parents develop positive and honest communication with youth, to encourage youth to make healthy choices and reduce teen pregnancy. Four hundred parents will participate in the Redwood City and East Palo Alto communities.

The third component is a Train the Trainer workshop to parents, educators, and agencies, faith communities that in turn will provide Plain Talk to their communities. At least 25 people in five training sessions will participate.

San Mateo County Human Services Agency received TANF funds from the state that could be used to support programs that will prevent and reduce teen pregnancy and sexually transmitted diseases. The goals and objectives of TPCSMC are aligned with the goals and objectives of the TANF funds. The Human Services Agency and Health Services will coordinate the County's involvement in the work of the Teen Pregnancy Coalition.

The Agreement is late because funding was recently made available and approved.

### **Outcomes:**

The TPCSMC will target schools in order to increase the schools participation in the "Teen Talk" program. Students who participate in teen talk will increase their ability to make responsible decision.

Performance Measure	Source of Data	Actual FY 99/00	Estimated FY 01/02
Percent of students will increase knowledge of sexuality issues	Pre & Post test, student & teacher's assessment	2,250	3,000
Percent of parents will improve communication about sexual issues	Post test questionnaire	60	80

# FISCAL IMPACT

The term of the Agreement is effective April 1, 2001 to June 30, 2001. The total mount of the contract is \$200,000 is TANF Incentives funs and has been budgeted in the fiscal year 2001-2001 Budget process. There is no Net County Cost as a result of this transaction.

Judy, Davila, Ext. 7967

cc: Penny Bennett, County Counsel

### RESOLUTION NO.\_\_\_\_\_

### BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \* \*

# RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH TEEN PREGNANCY COALITION OF SAN MATEO COUNTY FOR PREGNANCY PREVENTION EDUCATION FOR MIDDLE SCHOOL AND HIGH SCHOOL AGED YOUTH AND THEIR PARENTS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement with Teen Pregnancy Prevention Coalition of San Mateo County reference to which is hereby made for further particulars, whereby Teen Pregnancy Prevention Coalition will provide education about prevention of pregnancy and sexually transmitted disease to middle school and high school age youth and parents and;

WHEREAS, this Board has been presented with a form of such Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND RESOLVED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.



# AGREEMENT BETWEEN COUNTY OF SAN MATEO AND

# TEEN PREGNANCY COALIATION OF SAN MATEO COUNTY

For the Period of

April 1, 2001- June 30, 2001

Agency Contact Person: Nalini Nath Administrative Assistant 1.650.595.7550

# AGREEMENT WITH TEEN PREGNANCY COALIATION OF SAN MATEO COUNTY

THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Teen Pregnancy Coalition of San Mateo County, hereinafter called "Contractor";

# WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services of Teen Pregnancy Prevention Education;

#### NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

The following exhibits are attached hereto and incorporated by reference therein.

# 1. Exhibits

Exhibit A: Program Description

Exhibit B: Payment Schedule

Exhibit C: Compliance with Section 504

#### 2. <u>Services to be performed</u>

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

### 3. Payments

A. <u>Maximum Amount</u>. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000) for the contract term.

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B. <u>Rate of Payment</u>. The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.

C. <u>Time Limit for Submitting Invoices</u>. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. <u>Availability of Funds.</u> Payment for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the agreement for unavailability of Federal, State or County funds.

# 4. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences, of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

# 5. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of

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Contractor or payments made pursuant to this Agreement, provided that this shall not apply to fnjuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or will misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

# 6. Insurance

A. The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) <u>Worker's Compensation and Employer's Liability Insurance.</u> The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) <u>Liability Insurance.</u> The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a)	Comprehensive General Liability	\$ <u>1,000,000</u>
(b)	Motor Vehicle Liability Insurance	\$ <u>1,000,000</u>
(c)	Professional Liability	\$ <u>1,000,000</u>
(d)	Worker's Compensation	\$ Statutory

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

# 7. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described below:

- A. <u>Section 504 of the Rehabilitation Act of 1973.</u>
  - Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. <u>Non-discrimination - General.</u> No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this agreement.

C. <u>Non-Discrimination - Employment</u>. Contractor shall ensure equal employment opportunity based on objective standards of recruitment,

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selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

## 8. Violation of the Non-Discrimination Provisions

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

i) termination of this Agreement;

ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

iii) liquidated damages of \$2,500 per violation;

iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

i) examine Contractor's employment records with respect to compliance with this paragraph;

ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

### 9. Child Abuse Prevention and Reporting.

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are <u>required</u> by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are <u>not required</u> to report child abuse under Penal Code 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. At county's sole discretion, contractor agrees that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this agreement, have

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contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of

children with whom contractor's employees and/or its subcontractors, assignees, or volunteers have contact.

### 10. Assignments and Subcontracts

- A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.
- B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.
- C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.
- D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

### 11. <u>Records</u>

- A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

# 12. <u>Compliance with Applicable Laws</u>

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations confidentiality requirements and applicable quality assurance regulations.

# 13. Alteration of Agreement

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

# 14. Interpretation and Enforcement

- A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:
  - In the case of County, to: San Mateo County Human Services Agency Mark Lane, Southern Regional Director 2500 Middlefield Road Redwood City, CA 94063 1.650.599.3831
  - 2) In the case of Contractor, to: Cheri R. Livingston, Executive Director 2600 Middlefield Road Redwood City, Ca 94063 1.650.780.7519

### B. <u>Controlling Law</u>.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

#### 15. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement for Teen Pregnancy prevention education, the term of this Agreement shall be from April 1, 2001 through June 30, 2001. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon <u>thirty</u> (<u>30</u>) days written notice to the other party.

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

# COUNTY OF SAN MATEO

By:\_\_\_

Michael D. Nevin, President Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

ATTEST:

Clerk of Said Board

Date:\_\_\_\_\_

<u>Teen Pregnancy Coalition of San Mateo County</u> Contractor - Print Name

CHERI R. Livingston, Executive Direct Print Name and Title umadi

Signature

Date: 5/28/01

Tax ID# 94 3227947

## EXHIBIT A

#### **PROGRAM DESCRIPTION**

#### **Teen Pregnancy Coalition of San Mateo County**

#### April 1, 2001 - June 30, 2001

In consideration of the payments herein provided for, Contractor shall, under the general direction of the Director of the Human Services Agency or her designated representative, provide the following services:

#### **SCOPE OF WORK:**

### 1. <u>"Teen Talk " Curriculum</u>

Target 19 schools to continue and expand "Teen Talk" a comprehensive sexuality education curriculum that is medically accurate and free of racial and ethnic bias. Curriculum includes human development, sexual health, sexual behavior, and personal skill development, as well as, covering all topics from abstinence through contraception, STD and HIV. Each series will last a total of 6-8 sessions, for 8-10 hours per series.

#### 2. <u>"Teen Talk Orientation</u>

Conduct "Teen Talk" orientations for school administration and teachers at new targeted school sites. Training includes a teaching packet with permission slips, attendance logs, content logs, pre/post tests and teacher assessment documentation.

Teen Talk sessions will be provided at elementary ,middle, and high schools in science and health education classes or as a lunchtime program.

Adjust delivery of curriculum as education sessions are offered

Collect documentation, attendance log, content log and administer pre/post tests and teacher and student program evaluations.

Conduct monthly coalition meetings monitoring the progress of "Teen Talk" program

### 3. <u>Program Outreach</u>

Provide two (2) Plain Talk " services to parents and adults at targeted schools and community centers in the Redwood City/Ravenswood School Districts.

Provide "Plain Talk" presentations to all principals individually and at district meetings and in both English and Spanish.

Parent Advisory Group.

Provide two (2) Plain Talk workshops at school sites

### 4. <u>Training Component</u>

The Teen Pregnancy Coalition of San Mateo County will offer two (2) "Plain Talk" for parents.

Train the Trainer workshops for 15 parents, educators, agencies, and faith communities that will in turn provide "Plain Talk to their clients and community members.

Recruit parents and adults and educators participating in "Plain Talk" workshops to be facilitators for workshop in their communities.

Conduct a three month follow-up on "Plain Talk" Train the Trainer workshop and compile baseline data.

# EXHIBIT B

### PAYMENT SCHEDULE

### **Teen Pregnancy Coailtion of San Mateo County**

### April 1, 2001 - June 30, 2001

#### I. <u>PAYMENTS</u>

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of paragraph 3 herein above, County shall pay Contractor in the manner described below:

- A. County shall pay Contractor one payment of \$200,000 upon receipt of an invoice for the contractual services as indicated in exhibit A. In no event shall the total payment to contractor under the Agreement shall exceed the maximum contract obligation of \$200,000 for the term of the contract.
- B. County may withhold all or part of Contractor's total payment if the Director of Human Services or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
- C. County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.
- D. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

# **EXHIBIT C**

# ATTACHMENT I TEEN PREGNANCY COALITION OF SAN MATEO COUNTY (Required only from Contractors who provide services directly to the Public on the County's behalf.) Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

employs fewer than 15 persons.

employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Cheri R. Livingston, Executive Director

Name of 504 Person - Type or Print Teen Pregnancy Coalition of San Mateo County

Name of Contractor(s)-Type or Print Street Address or P.O. Box

2600 Middlefield Road, Redwood City, CA 94063 City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

May 29, 2001

Date

xecutive Director Signature and Title of

Signature and Title of Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

TO:

RISK MGMT.

County of San Mateo Departmental Correspondence

**DATE:** May 16, 2001

Priscilla Morse, Risk Manager Ext.- 4610, Fax –4864, Pony #EPS163

FROM: Nalini Nath, Children and Family Services Ext: 7550; Fax: 6401, Pony: HSA202CW

SUBJECT: Contract Insurance Approval

CONTRACTOR: Teen Pregnancy Coalition of San Mateo County

Does Contractor Travel and What Percent? No

# **DUTIES:** Provide teen pregnancy prevention education

INSURANCE COVERAGE:	AMOUNT	APPROVE WAIVE MODIFY
Comprehensive Liability _x_ Additional Insured	_\$1m	
Automobile Liability	<u>\$1m</u>	
Professional Liability		
Workers' Compensation No of Employees	statutory	

# **Remarks/Comments:**

Thanks.

proe-SIGNATURI Management

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