

Outcome Agreement (Bilateral)

Ministry of Social Development

and

New Zealand Red Cross Incorporated

Contract Name	Pathways to Employment
Contract Number (if relevant)	NATO-23-00199
Commencement Date	01 July 2022
Term	3 Years
Expiry Date	30 June 2025
Annual contract value (excluding GST)	\$2,711,075.00
Total contract value (excluding GST)	\$8,133,225.00



Outcome Agreement between the Ministry of Social Development - Te Manatū Whakahiato Ora and New Zealand Red Cross Incorporated

01 July 2022 to 30 June 2025

Outcome Agreement Number: NATO-23-00199

Provider Number: NATO-04067

Page 1 of 24

Outcome Agreement

Parties

The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry of Social Development in respect of Work and Income (**Purchasing Agency**)

New Zealand Red Cross Incorporated, incorporated under the Incorporated Societies Act 1908, and having its registered office at 69 Molesworth Street, Thorndon, Wellington 6012 (**Provider**)

Introduction

- A The Framework Terms and Conditions (3rd edition) are part of this Outcome Agreement. The Framework Terms and Conditions are available at www.procurement.govt.nz
- B This Outcome Agreement describes the:
- (i) Outcome to be achieved;
 - (ii) Services that the Provider will provide to contribute towards achieving that Outcome; and
 - (iii) the performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcome.
- C The Purchasing Agency engages the Provider to provide the Services on the terms of this Outcome Agreement (including the Framework Terms and Conditions).

It is agreed

1 Relationship between this Outcome Agreement and the Framework Terms and Conditions

- 1.1 This Outcome Agreement is deemed to incorporate and be governed by the Framework Terms and Conditions (as added to or modified in accordance with clause 9).
- 1.2 Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.
- 1.3 The Introduction above forms part of this Outcome Agreement.
- 1.4 This Outcome Agreement is the entire agreement between the parties and replaces and supersedes any other oral or written agreements between the Purchasing Agency and the Provider.



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Page 2 of 24

2 Term of this Outcome Agreement

- 2.1 This Outcome Agreement will commence on 01 July 2022 and end on 30 June 2025 unless extended pursuant to clause 2.2 or terminated earlier in accordance with the Framework Terms and Conditions.
- 2.2 The Purchasing Agency may extend the term of this Outcome Agreement for further periods by giving the Provider notice it wishes to extend the term at least 30 days before the date when the term would otherwise expire.

3 Services

- 3.1 The Provider will provide the Services described in Appendix 1.
- 3.2 In providing the Services, the Provider will meet or exceed any performance measures set out in Appendix 1. The performance measures will be used to determine whether the Provider has been successful in delivering each Service in accordance with this Outcome Agreement so as to contribute toward achieving the Outcome linked to each Service.
- 3.3 In providing the Services the Provider must follow the reasonable directions of the Purchasing Agency. Such directions must be consistent with the terms of this Outcome Agreement.

4 Payment

- 4.1 Subject to the Purchasing Agency's rights under the Framework Terms and Conditions relating to the Recovery, Reduction or Suspension of Payments, the Purchasing Agency will pay the Provider for the Services the amounts, and at the times, specified in Appendix 5.

5 Contract management

- 5.1 The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in Appendices 2 to 4.
- 5.2 The Provider and Purchasing Agency will comply with all applicable obligations under Appendices 2 to 4.

6 New IP

- 6.1 If, contrary to the intellectual property clauses in the Framework Terms and Conditions, any New IP is to be owned by the Purchasing Agency that will be recorded in Appendix 6.
- 6.2 Any Agreed Uses of New IP are recorded in Appendix 6.



7 Privacy of personal information

- 7.1 The details of any personal information that will be shared between the Purchasing Agency and the Provider, and any agreed approach to the management of such information, are recorded in Appendix 7.

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8 Relationship Managers and contact details

8.1 Each party's initial postal address, physical address, email address, phone number and Relationship Manager details is set out below:

Purchasing Agency:

Relationship Manager: Shane Carter
 Postal address: PO Box 1556
 Wellington
 Physical address: Level 11
 The Aurora Centre
 56 The Terrace
 Wellington

Email address: s9(2)(a)
 Phone number: [Redacted]

Provider:

Relationship Manager: Jarrah Cooke
 Postal address: PO Box 12 140
 Thorndon
 Wellington 6144
 Physical address: 69 Molesworth Street
 Thorndon
 Wellington 6011

Email address: s9(2)(a)
 Phone number: [Redacted]

8.2 The Purchasing Agency's Regional Contract Managers and the Provider's Regional Contact people are set out below:

Location	MSD	Contact Details	Red Cross	Contact Details
Auckland	Maria Nedeljkov	s9(2)(a)	Michelle Burton	s9(2)(a)
Hamilton	Sara		Jessica King	

	McLaughlin	s9(2)(a)		s9(2)(a)
Palmerston North,	David Jermy		Kevin Morris	
Wellington	Farisha Begg		Samantha Jones	
Masterton			Samantha Jones	
Nelson	Gary Gatward-Smith	s9(2)(a)	Claire Nichols	
Blenheim			Margaret Western	
Christchurch	Netsy Habte	s9(2)(a)	Pooja Thakkar	
Ashburton			Wossen Agnew	
Timaru	Karen Ayson	s9(2)(a)	Wossen Agnew	
Dunedin			Claire Speedy	s9(2)(a)
Invercargill			Phil Dobson	
Christchurch Kaiwhakaoranga Relationship Management	Marie Ward	s9(2)(a)	Pooja Thakkar	

National	Shane Carter s9(2)(a)	Jarrah Cooke s9(2)(a)
	Rukiah Goodwillie	

9 Changes or additions to the Framework Terms and Conditions

- 9.1 The Provider and Purchasing Agency agree to amend the Framework Terms and Conditions as set out in Appendix 8 and 9.
- 9.2 Except as set out in Appendix 8 and 9, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

Signatures

Signed as an agreement

I have a delegation under Schedule 6, clause 2 of the Public Service Act 2020 to sign on behalf of the Ministry of Social Development as follows:



15/07/2022

Signed by Viv Rickard
Deputy Chief Executive, Service Delivery

Date

Signed as an agreement

for and on behalf of the Provider as follows:



30 June 2022

Signed by Sarah Stuart-Black
Secretary General

Date

Appendix 1 – Services, Outcomes to be achieved, and performance measures

<p>Outcome (Population)</p>	<p>The Service/s in this Outcome Agreement provided by the Provider are to contribute towards the Purchasing Agency's purpose:</p> <p><i>We help New Zealanders to be safe, strong and independent.</i></p> <p>Manaaki Tangata, Manaaki Whānau.</p> <p>By providing these Service/s under this Outcome Agreement, the Provider will be contributing towards the Purchasing Agency's outcomes:</p> <p>The impact we want to make:</p> <ul style="list-style-type: none"> • Improve employment outcomes through sustainable work • Improve people's readiness for work, including through training, and education • Improve people's abilities to meaningfully participate in society
<p>Service name and description</p>	<p>Pathways to Employment (P2E)</p> <p>Pathways to Employment is intended to support clients of Work and Income from a refugee background to prepare for and achieve sustainable employment. This service assists those clients to get the right support to prepare for, make the transition to, and stay in work.</p>

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<p>Client Group</p>	<p>The target group for the Pathways to Employment programme is working age clients from a refugee background who are in receipt of a main Work and Income benefit.</p> <p>These clients will have arrived in New Zealand as either Quota refugee, Asylum Seeker, Convention Refugee, Refugee Family Support Category or from a refugee like background and resettled in one of the resettlement locations (Auckland, Hamilton, Palmerston North, Levin, Masterton, Wellington, Blenheim, Nelson, Christchurch, Ashburton, Timaru, Dunedin or Invercargill).</p> <p>For the purpose of the Pathways to Employment Programme, participants will fall into one of two categories, either:</p> <ul style="list-style-type: none"> a) Active Job Seeker – a refugee background individual who has basic conversational level English and is available for work and In response to the Christchurch mosque attacks in March 2019, Active Job Seekers may also include victims of the attack, families of the victims, and the wider Muslim community in Canterbury for the period 1 July 2022 to 30 June 2023. b) Developing Job Seeker – a newly arriving quota refugee who is working aged and is either below a conversational level of English or is caring for dependents. <p>All referrals to Pathways to Employment must either be made by, or (where clients self-refer or are recruited by the Provider) approved by, Work and Income.</p> <p>Work and Income reserves the right to waiver or alter the target group criteria at any time during the agreement period.</p>
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<p>Service Volume</p>	<p>The services will be delivered to a minimum of 423 Active Job seekers and 643 Developing Job Seekers totalling services delivered to 1,066 job seekers.</p> <p>The provider may allocate client numbers across the resettlement locations as they deem appropriate</p>
<p>Annual contract value (excluding GST)</p>	<p>This agreement reflects an additional contribution of 2.56% per annum between F2022-2025. Therefore, the Annual contract value (excluding GST) is \$2,711,075.00 for each financial year between F2022-2025.</p> <p>The Ministry proposes that any further additional funding contributions be discussed annually over the term of this agreement before the start of F2023-2024.</p>

Performance Measures	<p>In delivering these services the Provider will ensure that:</p> <ul style="list-style-type: none"> a) 100% of developing job seeker participants will participate in an employment workshop or one-on-one orientation. b) 100% of active job seeker participants undertake a comprehensive language and employment assessment, and/or a Pathway to Employment Plan. c) 100% of active job seekers complete an up to date curriculum vitae. d) 100% of active job seeker participants are allocated a case worker. e) 33% of active job seeker participants engage in either work experience, voluntary work, casual work or other paid employment of less than 14 hours per week. <p>The expected employment outcomes of the Pathways to Employment service delivered under this Agreement are:</p> <ul style="list-style-type: none"> a) At least 22.69% (96 people) of active job seeker participants achieve part-time employment (defined as a minimum of 15 - 29 hours per week and income declared to Work and Income) b) At least 40% (170 people) active job seeker participants achieve full-time employment. This is defined as either: <ul style="list-style-type: none"> I. Sole parents in receipt of a benefit working a minimum of 20 hours a week and receiving additional assistance through Inland Revenue or II. Single and Married clients in receipt of a benefit working more than 30 hours a week and also includes III. AJS participants exiting the benefit due to full time study and transferring to Studylink (5% [21 people]) c) At least 60% of active job seekers participants placed into employment (as defined above) will be supported to remain in employment for a minimum of 91 days. d) At least 60% of active job seekers participants who remain in employment (as defined above) for 91 days will be supported to remain in employment for a minimum of 183 days. 			
Detailed Service Description	Service Location	Reference Number	Quantity of Service	Outcome Agreement Price
Pathways to Employment	Auckland, Hamilton, Palmerston North, Levin, Wellington, Nelson, Christchurch, Dunedin, Invercargill, Masterton,	NATO-23-00199	1066	\$2,711,075.00

	Blenheim, Ashburton, Timaru			
Total Annual Contract value				\$2,711,075.00


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1 Service Delivery

- 1.1 Services shall be delivered to participants between the hours of 9:00am and 5:00pm Monday to Friday, or outside of these times with the consent of the participant.
- 1.2 The style of delivery must acknowledge and consider the situation of each participant and use an approach that is appropriate, individualised and delivered in a manner sensitive to participant needs. The service must be delivered in an environment that is positive and encourages achievement. Contact with participants will be formal, either one-to-one or a group situation and will include activities tailored to meet the individual participants needs.
- 1.3 The service is expected to be up to a maximum of six (6) months in duration. The Provider will work with the participant to achieve an employment outcome within the six (6) months duration. In the absence of an employment outcome being achieved, the Provider will complete the participant on the service and return the participant back to the Service Centre. Where an employment outcome is achieved within the six (6) months service delivery period, the Provider will offer support for the remaining duration of the participant's service period, to assist the participant in remaining in employment. Where a client is transferred from a Developing Job Seeker to Active Job Seeker the Provider will have a maximum of twelve (12) months duration.
- 1.4 At the end of the six months duration, where active job seekers have not been placed into employment or require additional assistance to transition towards employment the Provider must submit a written request for an extension to the Work and Income Co-ordinator and Regional Relationship Manager. The extension period could be up to a maximum of six (6) months in duration. The extension period will be determined by the Work and Income Co-ordinator with the recommendation by the Provider and reported back to the Regional Relationship Manager. Where required, requests should be escalated to the National Relationship Manager.
- 1.5 The Provider will be expected to have extensive local networks with support services, including counselling and budgeting services, employers, industry groups and training providers. The Provider will source vacancies from their own employer networks.
- 1.6 Providers are required to have processes acceptable to the Ministry in place for the resolution of participants' complaints and for dealing with incidents or accidents in order to satisfy Health and Safety standards. The Provider will be required to have a Participant Feedback process in place to ensure a reasonable level of participant satisfaction is achieved.

2 Service Content

2.1 s9(2)(b)(ii)



a) s9(2)(b)(ii)

b)

c)

d)

e)

f)

g)

h)

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s9(2)(b)(ii)

i)

j)

k)

3 Programme Fund

3.1 The Programme Fund is a flexible payment that will enable Providers to help participants achieve (or staircase them closer to) their employment goals in 'out of the box' and innovative ways to increase the participant's competitiveness in the labour market.

3.2 The guiding principles when applying this include:

- a) Covers actual and reasonable participant expenses
- b) Does the payment:
 - i help the participant become work ready, or allow them to start work by reducing barriers to their employment; or
 - ii staircase the participant closer to employment; or
 - iii improve a participant's competitiveness in the labour market?



- c) Have all other forms of assistance been 'reasonably exhausted'? 'Reasonably exhausted' means there may be other options available, however they may not be the best option for the participant, for example when using the other form of assistance will worsen a participant's financial position to the point where it could impact on the likelihood of achieving their employment goals.
- d) What are the potential risks of not making the payment? For example, is this payment the difference between a participant achieving their employment goal, or not achieving their employment goal?
- e) Is this payment required to maintain the participant's progress toward achieving their employment goals?
- f) Is the need or barrier to be addressed recommended by a specialist or expert?
- g) Is the need or barrier to be addressed noted in the participant's activity log as something that is needed to achieve their employment goals?

3.3 All of the guiding principles should be considered when applying this fund.

Appendix 2 – Monitoring by the Purchasing Agency

Service	Monitoring activity	Time and frequency of monitoring activity
Pathways to Employment	Regular Monitoring Meeting	October, January, April or as otherwise agreed between the Parties for each financial year between 2022 - 2025
	Regional Relationship Meetings	October, January, April or as otherwise agreed between the Parties for each financial year between 2022 - 2025

Appendix 3 Regular reporting by the Provider

Service	Report name	Details to be included in the report	Time and frequency of reporting
Pathways to Employment	Monthly Activity Report	<p>The Template for this report will be provided by Work and Income and include client name, Work and Income client number (Client SWN), Work and Income Service Centre, participation start date, whether the client is actively participating, summary of key activities undertaken during the month, participation end date, outcome achieved, date of outcome, whether 91 days and 183 days in employment achieved and any other relevant notes.</p> <p>This report will be supplied to the Regional Contracts Manager, Senior Advisor Partnerships and Programmes, Relationship Manager and Regional designated contact person(s).</p>	The close of business on the third working day of each month
	Employment Confirmation Report	<p>The template for this report will be provided by Work and Income and include the details of the client's employment, hours of employment and rate of pay or higher education information.</p> <p>This report will be supplied to the Regional Contracts Manager, and Regional designated contact person(s).</p>	Within 5 working days of the participant commencing employment

	Pathways to Employment Plan	<p>The template for this report will be created by the Provider. This template should include the client's needs and barriers to employment, an action plan to address, education, training and employment history, transferable skills and the agreed goals of the participant.</p> <p>This report will be supplied to the Regional designated contact person(s).</p>	Upon the client's completion and exit of the programme.
	Quarterly Summary Report	<p>The template for this report will be created by the Provider. This report will include the high-level summary of trends, progress towards performance measures by service location including number of participants, participant milestones and outcomes achieved. The report will also include summary of participant feedback, what has worked well and not worked well and any 'Good News Stories'.</p> <p>The report will also include a summary of the Programme Cost funding and the detailed expenditure of the costs.</p> <p>This report will be supplied to the Relationship Manager, Senior Advisor Partnerships and Programmes and the Regional Contracts Manager.</p>	28 October, 27 January and 28 April for each financial year between 2022 – 2025
	Final Report	<p>The template for this report will be created by the Provider. This report will include high-level accumulation of the activity and delivery against the contracted outcomes for the period of the Agreement. This report will also provide information on the performance by locations of services, summarise funding expenditure, trends, areas of good practice, issues, recommendations and other observations as applicable.</p>	30 July 2023, 30 July 2024, and 30 July 2025

Appendix 4 Regular audits or Accreditation Reviews of the Provider

Audit or Accreditation Review:	Review Cycle Frequency
Social Sector Accreditation Standards Level of Approval	(risk dependent)
Level Four (Self-Assessment)	2 years

The Provider is required to hold at least the Level 4 Social Sector Accreditation Standard for the duration of the Services.

For information about Social Sector Accreditation and the process to apply please go to <https://www.msd.govt.nz/what-we-can-do/providers/social-services-accreditation/index.html>

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Appendix 5 Payment for Services

The Purchasing Agency will pay the Provider for satisfactory completion of the services in accordance with the terms of this Agreement where conditions for payment have been met.

All payments shall be made subject to the receipt from the Provider of the relevant reports, and a valid tax invoice.

All costs associated with the services are included in the funding paid by the Purchasing Agency and the Provider shall not charge participants for any of the services provided under this Agreement.

Service	Payment date/milestone	Pre-conditions to receiving payment (if any)	Payment amount (GST Exclusive)
Pathways to Employment F2023	Initial Instalment	Signed upon execution of the Agreement and receipt of the relevant tax invoice.	\$1,356,873.00
	Programme Fund – Initial Instalment	Signed upon execution of the Agreement and receipt of the relevant tax invoice.	\$32,500.00
	Second Instalment	Paid upon receipt of the October and January Quarterly Reports and receipt of the relevant tax invoice.	1,289,202.00
	Programme Fund – Second Instalment	Paid upon receipt of the October and January Quarterly Reports and receipt of the relevant tax invoice. Where the Provider identifies that this payment is required earlier due to the Programme Fund Initial Instalment being exhausted the Provider will evidence this to the Ministry.	\$32,500.00
Total Annual Funding for F2023			\$2,711,075.00

Service	Payment date/milestone	Pre-conditions to receiving payment (if any)	Payment amount (GST Exclusive)
Pathways to Employment F2024	Initial Instalment	Paid in August 2023 upon receipt of the relevant tax invoice.	\$1,356,873.00
	Programme Fund – Initial Instalment	Signed upon execution of the Agreement and receipt of the relevant tax invoice.	\$32,500.00
	Second Instalment	Paid upon receipt of the October and January Quarterly Reports and receipt of the relevant tax invoice.	1,289,202.00
	Programme Fund – Second Instalment	Paid upon receipt of the October and January Quarterly Reports and receipt of the relevant tax invoice. Where the Provider identifies that this payment is required earlier due to the Programme Fund Initial Instalment being exhausted the Provider will evidence this to the Ministry.	\$32,500.00
Total Annual Funding for F2024			\$2,711,075.00

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01 July 2022 to 30 June 2025

Outcome Agreement Number: NATO-23-00199

Provider Number: NATO-04067

Page 20 of 24

Service	Payment date/milestone	Pre-conditions to receiving payment (if any)	Payment amount (GST Exclusive)
Pathways to Employment F2025	Initial Instalment	Paid in August 2024 upon receipt of the relevant tax invoice.	\$1,356,873.00
	Programme Fund – Initial Instalment	Signed upon execution of the Agreement and receipt of the relevant tax invoice.	\$32,500.00
	Second Instalment	Paid upon receipt of the October and January Quarterly Reports and receipt of the relevant tax invoice.	1,289,202.00
	Programme Fund – Second Instalment	Paid upon receipt of the October and January Quarterly Reports and receipt of the relevant tax invoice. Where the Provider identifies that this payment is required earlier due to the Programme Fund Initial Instalment being exhausted the Provider will evidence this to the Ministry.	\$32,500.00
Total Annual Funding for F2025			\$2,711,075.00
Total Funding for F2023 to F2025			\$8,133,225.00

Appendix 6 New IP

Nil

Appendix 7 - Privacy of personal information

The Provider will ensure that any information that is sent electronically that includes multiple (i.e., 2 or more) client information will either be password protected or provided through an approved Ministry business application.

Appendix 8 – Changes to the Framework Terms and Conditions

The Purchasing Agency and Provider agree to replace the Framework Terms and Conditions as follows:

- a) Social Sector Accreditation Status and Reviews
- b) Despite the provision on the accreditation reviews in the Framework Terms and Conditions (see clause 5.6 of the Framework Terms and Conditions), the audit or accreditation review for level one, of the Social Sector Accreditation Standards will be every six months unless otherwise agreed by the Purchasing Agency (see Appendix 4 of this Outcome Agreement).
- c) Accreditation Status means Accreditation and levels 1 to 5 under the Social Sector Accreditation Standards.

Appendix 9 Additional terms to the Framework Terms and Conditions

The Purchasing Agency and Provider agree that the following additional terms form part of the Outcome Agreement:

Social Sector Accreditation Status and Reviews

- a) The Provider shall maintain its required Accreditation Status for the provision of Services for the term of this Outcome Agreement.
- b) The Purchasing Agency shall disclose to the Provider any changes to the Social Sector Accreditation standards.
- c) If the Provider's Accreditation is suspended, this Outcome Agreement will be suspended without further notice under the Framework Terms and Conditions. If the Provider's Accreditation is revoked or relinquished this Outcome Agreement will come to an end without further notice:



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- a) The Purchasing Agency may conduct an Accreditation Review of the Services, or the Provider's practices, operational and financial policies, procedures and systems.
 - b) The Purchasing Agency shall:
 - i. give the Provider at least two Business Days' notice of any Accreditation Review;
 - ii. visit during working hours or other reasonable times depending on the matter being reviewed; and
 - iii. provide the Provider with a copy of any report on the Accreditation Review.

9.2 Health and Safety at Work Act 2015

The Provider will:

- a) Consult co-operate and coordinate with the Purchasing Agency to the extent required to ensure both Parties comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Outcome Agreement.
- b) Perform its, and ensure that its Personnel perform their, obligations under the Outcome Agreement in compliance with its and their obligations under the Health and Safety at Work Act 2015.
- c) Comply with all reasonable directions of the Purchasing Agency relating to health, safety and security.
- d) Report any health and safety matter, as determined by the Purchasing Agency's Social Sector Accreditation Standards (for Levels 1 to 4 Service/s only), the Purchasing Agency's policy, or any notice issued under the Health and Safety at Work Act 2015, to the Purchasing Agency to the extent that it relates to, or affects, the Outcome Agreement.



9.3 Permitted Information Disclosure

The Provider shall ensure it is listed on the Ministry of Social Development Family Services Directory (<http://www.familyservices.govt.nz/directory>) and that necessary information is updated when requires unless the Services being provided are exempt.

9.4 Confidential Information

Any confidential information (Despite clause 9.1, Confidential Information - Personal information may be disclosed without the consent of the individual if that disclosure accords with the Privacy Act 2020) for the purposes of sharing with the Government, including other departments and Minister.

9.5 Children Act 2014

As a provider of Children's Services as defined in the Children Act 2014, the Provider must adopt and comply with a child protection policy. The Provider must ensure that the child protection policy accords with the requirements of section 19 of the Children Act 2014 and review this policy at three-year intervals from its first adoption.

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24