

Board Office Use: Legislative File Info.	
File ID Number	17-0659
Introduction Date	5-10-17
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education

**From** Devin Dillon, Ph.D., Interim Superintendent

**Board Meeting Date** \_\_\_\_\_

**Subject** Memorandum of Agreement - Gina's Ink, Incorporated - (contractor) - Community Partnerships Unit - 922/Community Schools and Student Services Department (site/department)

**Action Requested** Approval of a Memorandum of Agreement between the Oakland Unified School District and Gina's Ink, Incorporated, New York, NY, to be primarily provided at Greenleaf and Montclair Elementary Schools for the period of February 13, 2017 through February 13, 2019.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

Gina's Ink, Incorporated will provide a technology platform delivering gamified learning for STEM, nutrition, sustainability, social emotional issues, empathy training.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Memorandum of Agreement between the District and Gina's Ink, Incorporated, New York, NY, for the latter to provide an experienced program administrator to lead the implementation by assisting teachers and school administrators on-site with setup and initial activation of a gamified learning system for Science, Technology, Engineering, and Mathematics (STEM), nutrition, sustainability, social emotional issues, empathy training at Greenleaf and Montclair Elementary Schools, via the Community Schools and Student Services Department, for the period of February 13, 2017 through February 13, 2019, at no cost to the District.

**Recommendation** Approval of a Memorandum of Agreement between Oakland Unified School District and Gina's Ink, Incorporated. Contractual services to be primarily provided at Greenleaf and Montclair Elementary Schools for the period of February 13, 2017 through February 13, 2019.

**Fiscal Impact** Funding resource name (please spell out): No Fiscal Impact

**Attachments** Memorandum of Agreement  
Certificate of Insurance  
Scope of Work  
Statement of Qualifications



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** 17-0659

**Department:** 922/Community Schools and Student Services Department

**Vendor Name:** Gina's Ink, Incorporated

**Contract Term:** Start Date: 02/13/17 End Date: 02/13/19

**Annual Cost:** \$ 0

**Approved by:** Andrea Bustamante

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

School site selected partner for In-Kind agreement.

**Summarize the services this Vendor will be providing.**

Partner is providing a technology platform that delivers gamified learning for STEM, nutrition, sustainability, SEL and empathy training.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

No fee for services; In-Kind partnership.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

**MEMORANDUM OF UNDERSTANDING BETWEEN A PARTNER ORGANIZATION  
OR INDIVIDUAL AND OAKLAND UNIFIED SCHOOL DISTRICT**

**I. Parties**

The purpose of this Memorandum of Understanding (“MOU”) is to establish a relationship between Oakland Unified School District (“OUSD”) and  
Gina’s Ink, Incorporated \_\_\_\_\_ [CONTRACTOR—name of your organization].

WHEREAS, the CONTRACTOR’s services or program described in this MOU will be provided at no cost to OUSD, the students, or the parents; and

BOTH PARTIES HEREBY enter into this MOU to enable CONTRACTOR to provide said program(s) selected in Section II of the MOU.

**II. Program Name(s)**

Unless otherwise agreed to in writing by the parties, the Program(s) governed by this agreement are the following:

- Green Team Challenge \_\_\_\_\_
- Change My World Now \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**III. CONTRACTOR Responsibilities/Scope of Services**

- A. Provide a description of the services that your program(s) will be providing to OUSD. Please be specific by answering all of the following questions.

1. A brief description of the type of services your program(s) generally provides.

Technology platform delivering gamified learning for STEM, nutrition, sustainability, social

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emotional issues, empathy training

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2. The relevant experience of the CONTRACTOR personnel that will be providing the services:

Experienced program administrator will lead implementation by assisting teachers and school

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administrators on-site with set up and initial activation. Assembly presenter, Mr. Eco, is a rap superhero

---

with two albums, and he has performed for elementary students, both domestically and internationally.

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3. Please check **all** of the expectations or goals below that are in agreement with your program's services.

- Ensure a high quality instructional core
  - Develop student's social health/skills
  - Develop student's emotional health
  - Develop student's physical health
  - Develop student's cognitive and academic skills
  - Create equitable opportunities for learning
  - Ensure, maintain, or support high quality and effective instruction
  - Prepare students for success in college and careers
  - Help ensure, create, and/or sustain safe, healthy and supportive schools
  - Create accountability for quality
  - Help create full service community schools in OUSD
  - Increase, raise graduation rates
  - Other: \_\_\_\_\_
- 
- 

B. Ensure that all CONTRACTOR personnel, including subcontractors, will comply with any policy and systems in place at OUSD and School(s). This includes, but is not limited to the following:

1. **Drug and Smoke Free**—No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these School(s).
  2. **Anti-Discrimination**—It is the policy of OUSD that in connection with CONTRACTOR’s services in this MOU there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws.
  3. **Conflict of Interest**—CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict does arise.
  4. **Family Education Rights and Privacy Act**—CONTRACTOR shall observe District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records.
- C. **TB and Fingerprinting Clearance**—Ensure that all CONTRACTOR personnel, including subcontractors, who will be on OUSD premises have been: (a) fingerprinted; (b) submitted to DOJ and FBI criminal background check via Live Scan or a similar service as required by the Education Code, and (c) taken a tuberculosis test during the current fiscal year. Please see **Section IV** for the relevant documentation that is required.
- D. **Insurance**
1. **General Liability: EITHER** (a) CONTRACTOR maintains general liability insurance that names OUSD as an additional insured, for operations, students, volunteers, and personnel at location where CONTRACTOR provides programs/services with at least \$1 Million in coverage, and furnish certificate of said insurance to OUSD **OR** (b) CONTRACTOR is not required to maintain general liability insurance under this agreement if the Risk Management Officer signs a waiver of insurance. Please see **Section IV** for the relevant documentation that is required.
  2. **Workers’ Compensation:** If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and

**VI. Duration**

This MOU is for the 02/13/17 -- 02/13/19 period.  
[Insert mm/dd/year] [Insert mm/dd/year]

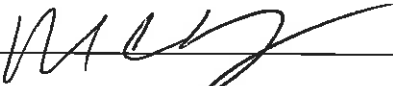
**VII. Termination**


Either party may terminate this MOU at any time, without cause, with 30 day written notice to the other party. This agreement may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.

**VIII. Defense/Indemnity/Hold Harmless**


Each party to this MOU agrees to defend, indemnify and hold harmless the other for and from any claims, causes of action, or any other proceeding of any type or kind that is made against the other where such claim, cause of action or other proceeding arises from the conduct, act, omission, or commission by the other party.

IN WITNESS THEREOF, the parties to this agreement have duly executed it on the day, month and year set forth below.

By:  Dated: 02/27/17 (MM/DD/YYYY)  
Martin C. Young, Partnerships Manager (Print Name & Title)  
Community Schools & Student Services (Sponsoring OUSD Department)

By:  Dated: 02/13/2017 (MM/DD/YYYY)  
Gina Otto (Print Name & Title)  
Gina's Ink, Incorporated (CONTRACTOR—Org. Name)

Approved as to form and procedure

By:  Dated: 4/10/17 (MM/DD/YYYY)  
  
Michael L. Smith, Deputy General Counsel  
Oakland Unified School District



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>  TechInsurance 1101 Central Expy. South, Suite 250 Allen, TX 75013	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-668-7020      FAX (A/C, No): (877) 826-9067 E-MAIL ADDRESS: _____ _____ _____
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Gina's Ink, Incorporated 21 W 46TH ST suite 605 New York, NY 10036	NAIC # INSURER A : The Hartford      30104 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Yes		46SBAVU4100	2/21/2017	2/21/2018	EACH OCCURRENCE      \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 1,000,000						
	MED EXP (Any one person)      \$ 10,000						
	PERSONAL & ADV INJURY      \$ 1,000,000						
							GENERAL AGGREGATE      \$ 2,000,000
							PRODUCTS - COMP/OP AGG      \$ 2,000,000
							\$
<b>AUTOMOBILE LIABILITY</b>							
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS							
<input type="checkbox"/> COMBINED SINGLE LIMIT (Ea accident)      \$ <input type="checkbox"/> BODILY INJURY (Per person)      \$ <input type="checkbox"/> BODILY INJURY (Per accident)      \$ <input type="checkbox"/> PROPERTY DAMAGE (Per accident)      \$ _____ \$							
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR							
<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE							
DED      RETENTION \$							
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)      Y/N      N/A If yes, describe under DESCRIPTION OF OPERATIONS below							
PER STATUTE      OTH-ER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EA EMPLOYEE      \$ E.L. DISEASE - POLICY LIMIT      \$							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured as their interests may appear in regards to general liability

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District Attn: Risk Management 1000 Broadway Suite 440, Oakland, CA 94607	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 272252580  
GINA'S INK, INCORPORATED  
DBA GINA'S INK (A DE CORP)  
P.O. BOX 287004  
NEW YORK NY 10128



Scan to Validate

**POLICYHOLDER**  
GINA'S INK, INCORPORATED  
DBA GINA'S INK (A DE CORP)  
P.O. BOX 287004  
NEW YORK NY 10128

**CERTIFICATE HOLDER**  
OAKLAND UNIFIED SCHOOLDISTRICT  
RISK MANAGEMENT  
1000 BROADWAY SUITE 440  
OAKLAND CA 94607

<b>POLICY NUMBER</b> L2344 455-7	<b>CERTIFICATE NUMBER</b> 110376	<b>POLICY PERIOD</b> 09/21/2016 TO 09/21/2017	<b>DATE</b> 2/15/2017
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2344 455-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 88461890



**New York State Insurance Fund**

[0001-000023444557][##L]

GINA'S INK, INCORPORATED  
DBA GINA'S INK (A DE CORP)  
P.O. BOX 287004  
NEW YORK NY 10128

Date: 02/14/2017

Re: WC Policy L 2344455 - 7

Policyholder: GINA'S INK, INCORPORATED

Dear Policyholder,

The policy provides the following limits of liability:

**Part One - Workers' Compensation**

There is no limit for liability. The policy provides all benefits required by the New York State Workers' Compensation Law.

**Part Two - Employers Liability**

There is no limit of liability for employees subject to the New York Workers' Compensation Law. The policy provides for unlimited liability for employees subject to the New York Workers' Compensation Law. Employers Liability limits are applicable only in connection with employees who are not subject to the New York Workers' Compensation Law as provided by endorsement to this policy.

This letter confers no rights and does not amend, extend or alter the coverage afforded by the policy.

If you have any further questions regarding the limits of liability pertaining to your State Fund Policy, please feel free to contact me at the number indicated below.

Sincerely,

Supty Haldar  
Policyholder Services Manager  
Lower Manhattan District Office  
(212) 587-5435

199 Church Street 10th Floor New York, NY 10007



February 13, 2017

RE: Personnel Screening – OUSD Program



To Whom It May Concern:

Gina's Ink, Incorporated will follow the guidelines set forth by OUSD for screening personnel for TB and clearing each individual through fingerprinting with the DOJ/FBI. This screening will apply to all Gina's Ink personnel entering OUSD premises.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gina Otto". The signature is written in black ink and is positioned above the printed name and title.

Gina Otto  
Founder/CEO

February 13, 2017

RE: Statement of Qualifications



To Whom It May Concern:

Gina's Ink, Incorporated services OUSD and Bay Area Schools by supporting the Sustainability Department and its efforts to meet County and State mandates. Change My World Now (CMWN) is a technology platform that provides gameified education and will support the Green Team Challenge Program in pilot schools.

Coined "Digital Natives," this generation of children will grow up never knowing the world without technology. What is currently waiting for them online is a mine field of pop-culture and inappropriate and sometimes dangerous content. We believe we can do better.

Created by Best-selling and Award-winning Children's Author, Gina Otto, CMWN is a child-centered multimedia platform that affects the way that the next generation experiences the world. CMWN does this by inviting children to take action to create change in areas that matter through interaction with fun and life changing content. We have built the largest repository of social-emotional games to engage children with issues that affect their lives and the lives of their families.

Gameification is an empathy based approach to learning, where students form a deep connection to material by experiencing it in a fun, dynamic and interactive way. By playing games about a multitude of issues with an emphasis on sustainability, health and wellness, students form an emotional attachment and bond to the issues they are learning about. Studies show that this bond leads to a much higher rate of adoption, which is the fundamental differentiator to create quantifiable change for affecting the overall well being of a child.

Not only will CMWN create responsible lifelong citizens, but it will activate a whole generation to become aware of the world around them, the impact that THEY can have, and what it means to create meaningful change in their backyard as well as in the greater globe.

Our goal is to attract, engage, and empower a more thoughtful, informed, articulate, self-reliant and compassionate generation of thought leaders.

Sincerely,

Gina Otto, Founder/CEO

# **CHANGE MY WORLD NOW GREEN TEAM CHALLENGE SCOPE OF WORK**

**Spring 2017 Pilot**

## **OVERVIEW**

### **1. Project Goal**

To provide Bay Area schools with support to train K-5 students to properly sort lunchroom waste, thereby improving contamination rates of all waste removed from participating schools.

### **2. Project Scope**

The pilot program will cover a select group of schools in the Bay Area across three districts. Change My World Now is piloting a program with the current focus of assisting schools in training their students on sorting lunch room waste in order to comply with current County and State Mandates.

We will provide a technology platform to support the “Green Team Challenge” game and accompanying programming. Additional resources will be provided for teachers to utilize with student activities, projects, research and additional games for other educational subjects.

### **3. High-Level Participating School Requirements**

- K-5 access to computers or tablets for a min of 30 min per week (in or out of school)
- Waste Contamination Audits (Pre- Assessment, During Programming and Post-Assessment for program – 5 Weeks)
- Choose 3 of the Student Engagement and Enrichment Activities
- Implement a student Green Team if not currently in place
- Professional Development for Teachers, Administrators, and Custodians for Waste Sorting Standards

### **4. Deliverables**

- One-Hour Professional Development Course
- Student Assembly (K-5)
- Classroom Activities Resource Center for Teachers and Green Team
- Sustainable turn-key model (post-pilot) for all schools across the 3 districts

### **5. Outcomes**

- Student training on the proper waste sorting practices in order to assist in compliancy for County and State Mandates
- Decreased school waste contamination levels
- Tracking of waste levels by category (Recycle, Compost, Landfill = Total Waste)
- Increased student engagement both in and out of school
- Creation/Activation of site based Green Team to assist in an active and sustainable school program

## **6. Implementation Pilot Schedule**

- **Pre-Planning - October 2016 – Feb 2017 – COMPLETED**
- **Platform Setup – Week of Feb 20<sup>th</sup>**
- **Pre-Assessment Waste Audits – Feb 21<sup>st</sup> through Mar 3<sup>rd</sup>**
- **Professional Development – Week of Feb 27<sup>th</sup>**
- **Student Assemblies – Week of Mar 6<sup>th</sup> W**
- **Ongoing Weekly Audits – Mar 6<sup>th</sup> through April 14<sup>th</sup>**
- **Post- Assessment Waste Audits – Week of April 17<sup>th</sup>**
- **National Earth Week – Week of April 17<sup>th</sup>**

## **7. OUSD Piloting Schools**

1. **Greenleaf Elementary School – 6328 East 17<sup>th</sup> St. Oakland, CA 94621**  
**Contact: Brian Cooper – Assistant Principal**
  
2. **Montclair Elementary School – 1757 Mountain Blvd. Oakland CA 94611**  
**Contact: Susan Swenson-Brookes – Science Teacher 5<sup>th</sup> Grade**

**SAM Search Results**

**List of records matching your search for :**

**Search Term : "gina's"ink\* incorporated\***

**Record Status: Active**

**No Search Results**