



# Commonwealth of Kentucky

## MASTER AGREEMENT

CONTRACT INFORMATION			
<b>MASTER AGREEMENT NUMBER: MA 758 2200000713</b>			
Effective Date:	7/1/22	Record Date:	6/24/22
Expiration Date:	6/30/23	Procurement Folder:	874001
Document Description:	Westlaw Legal Research Subscription	Procurement Type:	Computer Services
Cited Authority:	Subscription for Periodicals in Paper or Electronic format	Version Number:	1

CONTACT INFORMATION
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VENDOR INFORMATION	
Name /Address:	Contact:
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See "Attachment A" for Terms and Conditions. The terms and conditions set out in "Attachment A" are incorporated into and are a part of the Contract.

**ATTACHMENT A**  
**CONTRACT**  
**FOR**  
**WESTLAW LEGAL RESEARCH SUBSCRIPTION**  
**BETWEEN**  
**THE COMMONWEALTH OF KENTUCKY**  
**FINANCE AND ADMINISTRATION CABINET**  
**AND**  
**WEST PUBLISHING CORPORATION**

**MA 758 2200000713**

**VENDOR CONTACT INFORMATION:**

**Susan Reale, JD**  
**502-500-3562**  
[susan.reale@TR.com](mailto:susan.reale@TR.com)

**PROGRAMMATIC QUESTIONS/ISSUES MUST BE DIRECTED TO THE AGENCY CONTACT.**

**AGENCY CONTACT INFORMATION:**

Cary B. Bishop  
Assistance General Counsel  
COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
Office of General Counsel  
200 Mero Street, 5<sup>th</sup> Floor  
FRANKFORT, KY 40601  
(502) 564-6660  
[Cary.Bishop@ky.gov](mailto:Cary.Bishop@ky.gov)

**AGENCY PROCUREMENT CONTACT INFORMATION:**

Amanda Shaw, Purchasing Agent II  
Purchasing and Procurement Branch  
Finance and Administration Cabinet  
Office of Administrative Services  
200 Mero Street, 5<sup>th</sup> Floor  
Frankfort, KY 40622  
Phone: (502) 782-0698  
[amandaf.shaw@ky.gov](mailto:amandaf.shaw@ky.gov)

**CONTRACTUAL QUESTIONS/ISSUES MUST BE DIRECTED TO THE OFFICE OF PROCUREMENT SERVICES CONTACT.**

**OFFICE OF PROCUREMENT SERVICES CONTACT INFORMATION:**

Commonwealth Buyer:  
Jenifer Taylor, KCPM  
Statewide Procurement Consultant  
COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
Office of Procurement Services  
200 Mero Street, 5<sup>th</sup> Floor  
FRANKFORT, KY 40601  
(502) 564-6522  
[Jenifer.Taylor@ky.gov](mailto:Jenifer.Taylor@ky.gov)

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This Master Agreement (“Contract”, “Award” or “Agreement”) is entered into, by and between the Commonwealth of Kentucky, **Finance and Administration Cabinet** (“the Commonwealth” or “Customer”) and **West Publishing Corporation**, (“Contractor” or “Vendor”) as the Prime Vendor.

The Commonwealth and Contractor agree to the following:

**I. Scope of Contract**

West Publishing Corporation shall provide unlimited simultaneous database access for attorneys employed by the Executive Branch for legal research and litigation purposes. Westlaw will provide access to legal books, periodicals, and technical materials in electronic format for use by legal practitioners of the Commonwealth and their staff to reference and utilize in the course of addressing any and all of the Commonwealth’s legal needs.

In no circumstance shall the terms of MA 758 2200000713 or any Commonwealth of Kentucky procurement statute, regulation, or policy be overridden or nullified by the terms of any written agreement, addenda, or attachment.

**II. Pricing**

<b>Material ID</b>	<b>Subscribed Products &amp; Services</b>	<b>Authorized Users</b>
211	Westlaw Basic	Enterprise
41615032	Westlaw: PeopleMap Premier	Enterprise
41983880	Westlaw: Government Litigation	Enterprise
41994564	Westlaw: National Reporter Images for Government	Enterprise
42077752	Westlaw: Government Analytical Plus	Enterprise
42511614	Westlaw: Government National Primary with Edge	Enterprise

<b>Subscription Periods</b>	<b>Monthly Charges</b>
7/01/2022 - 6/30/2023	\$57,015
7/01/2023 - 6/30/2024	\$58,155
7/01/2024 - 6/30/2025	\$59,318
7/01/2025 - 6/30/2026	\$60,504
7/01/2026 - 6/30/2027	\$61,714

### III. Terms and Conditions

## SECTION 10 – PROCUREMENT REQUIREMENTS

#### 10.1 Contract Components and Order of Precedence

The Commonwealth's acceptance of the contractor's offer, indicated by the issuance of this contract by the Office of Procurement Services, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies;
2. Any written Agreement between the Parties
3. All Attachments

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

#### 10.2 Final Agreement

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

#### 10.3 Contract Provisions

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the contractor shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

#### 10.4 Type of Contract

The contract shall be on the basis of a **firm fixed unit price** for the elements listed.

#### 10.5 Contract Usage

The Commonwealth shall purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

#### 10.6 Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the vendor. Until such time as the

vendor receives a modification, the vendor shall not accept delivery orders from any agency referencing such items or services.

**10.7 Changes and Modifications to the Contract**

Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in this contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the contractor and the Commonwealth, and incorporated as a written amendment to this contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

If the contractor finds at any time that existing conditions made modification of this contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

**10.8 Changes in Scope**

The Commonwealth may, at any time by written order, make changes within the general scope of this contract. No changes in scope are to be conducted except at the approval of the Commonwealth.

**10.9 Contract Conformance**

If the Commonwealth Buyer determines that deliverables due under this contract are not in conformance with the terms and conditions of this contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

**10.10 Assignment**

This contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

**10.11 Payment**

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

**10.12 Contractor Cooperation in Related Efforts**

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and Commonwealth employees. The contractor shall not commit or

permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

**10.13 Contractor Affiliation**

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

**10.14 Commonwealth Property**

The contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for contractor's use in connections with the performance of this contract. The contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

**10.15 Confidentiality of Contract Terms**

The contractor and the Commonwealth agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

**10.16 Confidential Information**

The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the Commonwealth has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed or published and available to the public in libraries or other public places where such data is usually collected; or
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

**10.17 Advertising Award**

The contractor shall not refer to this contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky without the expressed written consent of the agency technical contact person.

**10.18 Patent or Copyright Infringement**

The contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.

The Commonwealth agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the contractor has the right to defend, or at its option, to settle and the contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the contractor to the Commonwealth under this agreement. The contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent.

The contractor shall have no liability for any infringement based upon:

- A. the combination of such product or part with any other product or part not furnished to the Commonwealth by the contractor
- B. the modification of such product or part unless such modification was made by the contractor
- C. the use of such product or part in a manner for which it was not designed

**10.19 Permits, Licenses, Taxes and Commonwealth Registration**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed.



The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. Additional local registration or license may be required.

The contractor shall pay any sales, use, and personal property taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the contractor.

**10.20 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>.

**10.21 Provisions for Termination of the Contract**

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

**10.22 Bankruptcy**

In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this contract may be subject to the rights of a trustee in bankruptcy to assume or assign this contract. The trustee shall not have the right to assume or assign this contract unless the trustee (a) promptly cures all defaults under this contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

**10.23 Conformance with Commonwealth & Federal Laws/Regulations**

This contract is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this contract shall be brought in state or federal court in **Franklin County, Kentucky in accordance with KRS 45A.245.**

**10.24 Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

**10.25 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**10.26 Prohibitions of Certain Conflicts of Interest**

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

**10.27 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

**10.28 Contract Claims**

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

**10.29 Limitation of Liability**

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

**10.30 Discrimination (Effective April 8, 2015)**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a

means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**10.31 Governing Law**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**SECTION 20 – SCOPE OF WORK**

**20.1 Agencies to Be Served**

This contract shall be for use by the **FINANCE AND ADMINISTRATION CABINET**. No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

**Extending the Contract Use to Other Agencies** The Office of Procurement Services reserves the right, with the consent of the vendor, to offer the Master Agreement to other state agencies requiring the product(s) or service(s).

**20.2 Term of Contract and Renewal Options**

The initial term of the contract shall be for a period of **one (1) year** from July 1, 2022 through June 30, 2023.

This contract may be renewed at the completion of the initial contract period for **four (4) additional one (1) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

**20.3 Basis of Price Revisions**

**PRICE ADJUSTMENTS:** Unless otherwise specified, the prices established by this contract shall remain firm for the contract period subject to the following:

- A. **Price Increases:** A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.
- C. **Extended Contract Periods:** If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

#### 20.4 **Notices**

All programmatic communications with regard to day-to-day performance under the contract are to be made to the agency technical contact(s) identified during the negotiation phase of this procurement. All communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

#### 20.5 **Subcontractors**

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

#### 20.6 **Scope of Work/Technical Requirements**

West Publishing Corporation shall provide unlimited simultaneous database access for attorneys employed by the Executive Branch for legal research and litigation purposes. Westlaw will provide access to legal books, periodicals, and technical materials in electronic format for use by legal practitioners of the Commonwealth and their staff to reference and utilize in the course of addressing any and all of the Commonwealth's legal needs.

In no circumstance shall any Commonwealth of Kentucky procurement statute, regulation, or policy be overridden or nullified by the terms of any written agreement, addenda, or attachment.

This contract shall be understood to refer to Commonwealth of Kentucky Master Agreement MA 758 2200000713, Attachment A: MA 758 2200000713 Terms and Conditions, and Attachment B: Westlaw Special Offer Order Form and the General Terms and Conditions.

Vendor shall configure the settings for each username to require that individual users are required to change their password every ninety (90) days.

## **SECTION 30 – COMMONWEALTH OFFICE OF TECHNOLOGY (COT) REQUIREMENTS, IF APPLICABLE**

### **30.1 Commonwealth Information Technology Policies and Standards**

A. The vendor and any subcontractors shall be required to adhere to applicable Commonwealth policies and standards.

B. The Commonwealth posts changes to COT Standards and Policies on its [technology.ky.gov](http://technology.ky.gov) website. Vendors and subcontractors shall ensure their solution(s) shall work in concert with all posted changes. Vendors or subcontractors that cannot comply with changes must, within thirty (30) days of the posted change, request written relief with the justification for such relief. The Commonwealth may 1) deny the request, 2) approve an exception to the policy / standard, or 3) consider scope changes to the contract to accommodate required changes. Vendors or subcontractors that do not provide the response within the thirty (30) day period shall be required to comply within ninety (90) days of the change.

### **30.2 Compliance with Kentucky Information Technology Standards (KITS)**

The Kentucky Information Technology Standards (KITS) reflect a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The vendor shall stay knowledgeable and shall provide a solution that works in concert with these standards for all related work resulting from this RFP.

<http://technology.ky.gov/Governance/Pages/KITS.aspx>

### **30.3 Compliance with Commonwealth Security Standards**

The software deployment and all vendor services shall abide by privacy and security standards as outlined in the Commonwealth's Enterprise Information Technology Policies.

#### **Enterprise Security Policies**

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

#### **Enterprise IT Policies**

<http://technology.ky.gov/policy/pages/policies.aspx>

#### 30.4 **Compliance with Industry Accepted Reporting Standards Based on Trust Service Principles and Criteria**

The vendor must employ comprehensive risk and threat management controls based on defined industry standards for service organizations such as ISO AICPA TSP section 100, Trust Services Principles and Criteria. The vendor must annually assert compliance and engage a third party certification registrar to examine such assertions and controls to provide a Report, such as ISO 9000, ISO 14001, AT101 SOC 2 type 2, on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, and Privacy, which contains an opinion on whether the operating controls effectively support the assertions. All such reports, including publicly available reports (i.e. AT 101 SOC 3) shall be made available to the Commonwealth for review.

#### 30.5 **System Vulnerability and Security Assessments**

The Commonwealth reserves the right to conduct, in collaboration with the vendor, non-invasive vulnerability and security assessments of the software and infrastructure used to provide services prior to implementation and periodically thereafter. Upon completion of these assessments, the Commonwealth will communicate any findings to the vendor for action. Any cost relating to the alleviation of the findings will be the responsibility of the vendor. Mitigations will be subject to re-evaluation after completion. In cases where direct mitigation cannot be achieved, the vendor shall communicate this and work closely with the Commonwealth to identify acceptable compensating controls that will reduce risk to an acceptable and agreed upon level. An accredited third party source may be selected by the vendor to address findings, provided they will acknowledge all cost and provide valid documentation of mitigation strategies in an agreed upon timeframe.

#### 30.6 **Privacy Assessments**

The Commonwealth reserves the right to conduct Privacy assessments of the collection, use, maintenance and sharing of Commonwealth data by any vendor services, software, and infrastructure used to provide services prior to implementation and periodically thereafter. Upon completion of this assessment, the Commonwealth will communicate any findings to the vendor for action. Any cost relating to the alleviation of the findings will be the responsibility of the vendor. Mitigations will be subject to re-evaluation after completion. In cases where direct mitigation cannot be achieved, the vendor shall communicate this and work closely with the Commonwealth to identify acceptable compensating controls or privacy practices that will reduce risk to an acceptable and agreed upon level. An accredited third party source may be selected by the vendor to address findings, provided they will acknowledge all cost and provide valid documentation of mitigation strategies in an agreed upon timeframe.

#### 30.7 **Privacy, Confidentiality and Ownership of Information**

The Commonwealth is the designated owner of all Commonwealth data and shall approve all access to that data. The Vendor shall not have ownership of Commonwealth data at any time. The vendor shall not profit from or share Commonwealth data. The Vendor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy notice statements may be developed and amended from time to time by the Commonwealth and will be appropriately displayed on the Commonwealth portal (Ky.gov). The Vendor should provide sufficient security to protect the Commonwealth and COT data in network transit, storage, and cache. **All Commonwealth data, including backups and**

**archives, must be maintained at all times within the contiguous United States. All Commonwealth data, classified as sensitive or higher, as defined in Enterprise Standards, must be encrypted in-transit from Contractor's network and at rest while stored on Contractor's laptops or other portable media devices.**

### 30.8 **EU GDPR Compliance**

The Commonwealth of Kentucky requires all vendor contracts to comply to the extent applicable with the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when the Commonwealth is a "controller" or "processor" of "personal data" from an individual "data subject" located in the European Union, as those terms are defined in the GDPR. The Contractor acknowledges and agrees that it is acting as a "processor" of "personal data" for the Commonwealth under this Agreement and that all applicable requirements of the GDPR are incorporated by reference as material terms of this Agreement. The Contractor represents and warrants that (1) it is aware of and understands its compliance obligations as a "processor" under GDPR; (2) it has adopted a GDPR compliant data privacy compliance policy/program, a copy summary of which has been provided to the Commonwealth; (3) it will process "personal data" only in accordance with the Commonwealth's instructions; and (4) with regard to its obligations under this Agreement, it shall comply with all applicable requirements of the GDPR. Additionally, the Contractor may be found liable to the Commonwealth for damages arising from any violation of applicable requirements of GDPR by the Contractor in its performance of the services hereunder, subject to Section 40.31, entitled Contractor's Limitation of Liability.

### 30.9 **X-as-a-Service Technical Definitions**

Refer to [NIST 800-145](#)

### 30.10 **Data Quality**

Vendors shall provide proposed levels of data quality per the following dimensions.

Data Quality is the degree to which data is valid, accurate, complete, unique, timely, consistent with all requirements and business rules, and relevant for a given use. The vendor shall provide data quality definitions and metrics for any data elements. Data has to be of the appropriate quality to address the needs of the Commonwealth of Kentucky. The following dimensions can be used to assess data quality:

- Validity – The data values are in an acceptable format.
- Accuracy – The data attribute is accurate.
- Completeness – There are no null values in a data field.
- Uniqueness – There are no duplicate values in a data field.
- Timeliness – The data attribute represents information that is not out-of-date.
- Consistency – The data attribute is consistent with a business rule that may be based on that attribute itself, or on multiple attributes.
- Adherence to business rules – The data attribute or a combination of data attributes adheres to specified business rules.

### 30.11 **Metadata Requirement**

The awarded Vendor shall provide a glossary for all business terms used in this solution.



**30.12 Software Version Requirements**

All commercially supported and Commonwealth approved software components such as Operating system (OS), Database software, Application software, Web Server software, Middle Tier software, and other ancillary software must be kept current. In the event that a patch interferes with the solution, the vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution in to compliance to allow this patch to be applied in the shortest timeframe possible, not to exceed three months, unless otherwise negotiated with the Commonwealth.

The Vendors shall keep software in compliance with industry standards to support third party products such as Java, Microsoft Edge, Mozilla Firefox, etc. at latest supported version, release, and patch levels, when such dependencies exist. In the event that a third party dependency interferes with the solution, the vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution into compliance to allow this third party dependency to be updated in the shortest timeframe possible, not to exceed three months, unless otherwise negotiated with the Commonwealth.

**30.13 Project Governance**

Vendor shall work with the Agency and appropriate COT offices, when needed, in the cases of data governance, security aspects, hosting, integration, etc., provided that such work does not expand the scope of the services absent a corresponding change order agreed to by the parties reflecting such expansion.

**30.14 Service Requirements**

Vendor shall comply with Commonwealth of Kentucky finger print requirements for PII/FTI/HIPAA data systems hosted outside Central Data Center. The current standard is included in the IRS publication 1075 which can be found here: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>

**30.15 Project Management Requirements**

The COT Division of Governance and Strategy (COT-DGS) is responsible for overseeing large and complex technology projects throughout the Commonwealth. The vendor shall adhere to Project Management standards and reporting requirements established by COT-DGS, which are posted at <https://technology.ky.gov/oet/Pages/epmo.aspx>. These include, but are not limited to having a documented project schedule, risk management, issue management and reporting project status to the CIO monthly in the format defined by COT-DGS. In addition to the project management standards required by COT-DGS, agency specific requirements may be defined in Section 50 of this RFP.

**30.16 Applicable Security Control Framework Compliance**

The vendor must have an awareness and understanding of the NIST Special Publication 800-53 Security Control Framework and employ safeguards that meet or exceed the moderate level controls as defined within the standard. The respondent must provide sufficient safeguards to provide reasonable protections around the Commonwealth's data to ensure that the confidentiality, integrity, and availability is maintained at an appropriate level. These include but are not limited to:

- *Access Control*  
The vendor must employ policy and process that provide for stringent control to limit physical and logical access to systems that house Commonwealth data, on a need to know basis, provide clear separation of duties, and adheres to least privilege principles.
- *Awareness and Training*  
The vendor must provide the appropriate role specific training for staff to ensure that there is awareness and understanding of roles and responsibilities as they relate to the protections around the Commonwealth's data.
- *Audit and Accountability*  
There must be sufficient auditing capability to ensure that actions are tracked and there is individual accountability for all actions taken by vendor staff.
- *Configuration Management*  
The vendor must work within established baselines that provide minimal functionality needed to ensure service delivery without exposing unnecessary risk. The vendor must also employ structured change control processes that provide a level of coordination with the client agreed upon in a Service Level Agreement (SLA).
- *Contingency Planning*  
The vendor must employ contingent planning policy and procedures that ensure service delivery based on agreed SLA levels while maintaining all Commonwealth data within the continental United States.
- *Identification and Authorization*  
The vendor must employ appropriate identity and access management policies and procedures to ensure that access is appropriately authorized and managed at a level to ensure that access is provisioned and de-provisioned in a timely and efficient manner.
- *Incident Response*  
The vendor must employ policy and procedures to ensure that an appropriate response to all identified security incidents are addressed in a timely manner and are reported to the appropriate parties in an agreed upon SLA timeframe. The vendor must also ensure that all staff are sufficient trained to ensure that they can identify situations that are classified as security incidents.
- *Maintenance*  
The vendor must employ policy and procedures that ensure that all maintenance activities are conducted only by authorized maintenance staff leveraging only authorized maintenance tools.
- *Media Protection*  
The vendor must employ policy and procedure to ensure that sufficient protections exist to protect Commonwealth data on all storage media throughout the media lifecycle and maintain documentation from media creation through destruction.
- *Physical and Environmental Controls*  
The vendor must employ physical and environmental policies and procedures that ensure that the service and delivery infrastructure are located in a physically secure and environmentally protected environment to ensure the confidentiality, integrity, and availability of Commonwealth data.
- *Personnel Security*  
The vendor must employ policies and procedures to ensure that all staff that have access to systems that house, transmit, or process Commonwealth data have been appropriately vetted and have been through a background check at the time of hire and periodically thereafter.
- *System and Communications Protections*  
The vendor must employ physical and logical protection that protect system communications and communication media from unauthorized access and to ensure adequate physical protections from damage.

**V. Approvals**

This Contract is subject to the terms and conditions as stated. By executing this Contract, the parties verify that they are authorized to bind this agreement and that they accept the terms of this agreement.

This Contract may be executed electronically in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Contract.

This Contract is invalid until properly approved and executed by the Finance and Administration Cabinet.

**1st Party: Finance and Administration Cabinet, (“the Commonwealth” or “Customer”)**

Cary Bishop	Staff Attorney Mgr./Asst. General Counsel
_____ Printed name	_____ Title
<small>DocuSigned by:</small> <i>Cary Bishop</i>	6/23/2022
<small>AE99D8FD505E475...</small> _____ Signature	_____ Date

**2nd Party: West Publishing Corporation, as Contracting Agent (“Contractor” or “Vendor”)**

Jenny Deutsch	Manager Commercial Strategy & Policy
_____ Printed name	_____ Title
<small>DocuSigned by:</small> <i>Jenny Deutsch</i>	6/21/2022
<small>4825661177514CF...</small> _____ Signature	_____ Date

**Approved by the Finance and Administration Cabinet  
Office of Procurement Services**

Joan Graham	Executive Director
_____ Printed name	_____ Title
<small>DocuSigned by:</small> <i>Joan Graham</i>	6/24/2022
<small>108D2A328E594E8...</small> _____ Signature	_____ Date

- Attachments:**  
**Attachment A – This Contract**  
**Attachment B – Westlaw Special Offer Order Form and the General Terms and Conditions**

## ORDER FORM – SPECIAL OFFER



CUSTOMER INFORMATION				
<b>Account</b>	1003302357		<b>Contact Name</b>	
<b>Name</b>	State of Kentucky - Finance and Administration Cabinet on behalf of the Office of the Governor and the Executive Branch of Government		<b>Title</b>	
<b>Address Line 1</b>	702 Capitol Ave Rm 484		<b>Email</b>	
<b>Address Line 2</b>	Frankfort, KY 40601		<b>Phone</b>	
OFFER INFORMATION				
<b>Agreement Number</b>	00099457.0		<b>Effective Date</b>	07/01/2022
<b>Material ID</b>	<b>Subscribed Products &amp; Services</b>	<b>Authorized Users</b>	<b>Subscription Periods</b>	<b>Monthly Charges</b>
211	Westlaw Basic	Enterprise	7/01/2022 - 6/30/2023	\$57,015
41615032	Westlaw: PeopleMap Premier	Enterprise	7/01/2023 - 6/30/2024	\$58,155
41983880	Westlaw: Government Litigation	Enterprise	7/01/2024 - 6/30/2025	\$59,318
41994564	Westlaw: National Reporter Images for Government	Enterprise	7/01/2025 - 6/30/2026	\$60,504
42077752	Westlaw: Government Analytical Plus	Enterprise	7/01/2026 - 6/30/2027	\$61,714
42511614	Westlaw: Government National Primary with Edge	Enterprise		

This Order Form is a legal document between Customer and

- A. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation and/or
- B. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and the current applicable IRS certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", "Subscriber", "your" or "Client".

- The General Terms and Conditions.** The Thomson Reuters General Terms and Conditions located at <http://tr.com/TermsandConditions> apply to all products licensed on this order form. Paragraph 9 (a) of the Thomson Reuters General Terms and Conditions does not apply and this order form will not automatically renew, unless otherwise stated below. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this order form, the terms of this order form control.
- Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt.
- Excluded Charges.** If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://legalsolutions.com/schedule-a-library-government>, and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 of the General Terms and Conditions.
- Returns and Refunds.** Charges for Westlaw (including Westlaw China, Campus Research, Paralegal, Patron Access and Correctional Facilities), CLEAR (including CLEAR Cap), Monitor Suite, ProView eBooks, West LegalEdcenter, Software, TREWS, Serengeti, Practice Solutions, Library Maintenance Agreement and Special Offer/print agreements are not refundable. Please see [static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf](http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf) or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
- Transportation Charges for Print Products.** Print products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at then-current carrier rates.
- Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this ordering document will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
- Confidentiality.** You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

This Offer expires June 28, 2022, at 7:00 p.m. CT.

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- 8. **Termination.** This ordering document shall terminate simultaneously with termination of the General Terms and Conditions.
- 9. **Settling a Disputed Balance.** Payments marked "paid in full", or with any other restrictive language, will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to our collection agent at: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.
- 10. **Passwords.** For our products accessed by individually-issued passwords, each user, including each user that receives training, must purchase and be assigned his/her own password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among your personnel is STRICTLY PROHIBITED. We reserve the right to issue additional passwords to you and charge you for such additional password if we learn that a password has been used by a person other than the person to whom the password has been issued.
- 11. **Material Change.** If, at any time during the term of this ordering document, there is a material change in your organizational structure including, but not limited to merger, acquisitions, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.
- 12. **Westlaw and CLEAR Products Only.** Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree and warrant that you will strictly limit the access, use and distribution of this data to uses permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decision and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions. You may transmit Westlaw data electronically using a feature in the information product or print and share that information product data as necessary in the regular course of your business.
- 13. **Non-Availability of Funds.** You may cancel with 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget, or other official communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.
- 14. **West LegalEdcenter for Westlaw Subscribers.** West will offer purchasing agencies under this agreement a 30% discount off the then-current retail pricing for West LegalEdcenter West PRO. Purchases must be made via a separate West Order Form.

**ACKNOWLEDGMENT**

This agreement is a binding agreement between Customer and the Thomson Reuters entities executing this agreement, to the extent each Thomson Reuters entity is providing the products and/or services.

**State of Kentucky - Finance and Administration Cabinet on behalf of the Office of the Governor and the Executive Branch of Government**

**WEST PUBLISHING CORPORATION**

DocuSigned by:  
  
 AE99D8FD505E475...  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Cary Bishop  
 Name (please print)  
 Staff Attorney Mgr./Asst. General Counsel  
 Title

DocuSigned by:  
  
 4825661177514CF...  
 Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Jenny Deutsch  
 Name (please print)  
 Manager commercial strategy & Policy  
 Title

**For internal use only: Legal Contact for non-standard arrangements:**

This Offer expires June 28, 2022, at 7:00 p.m. CT.

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**SUBSCRIBER INFORMATION EXHIBIT**

SUBSCRIBER OFFICE & ADMINISTRATOR INFORMATION							
Subscriber's Offices (City, State)	Password/License Administrator Name <sup>1</sup>	Code	Email Address	Department/Practice Group	Product	% of Total Users by Location <sup>2</sup>	Server Location (Y/N)
<sup>1</sup> Administrators are counted as a user on per user subscriptions <sup>2</sup> Taxes for software products will be based on % of Total Users by Location							

This Offer expires June 28, 2022, at 7:00 p.m. CT.

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