

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

CONTRACT AWARD COVERPAGE

TO: JJ Keller & Associates, Inc.	DATE ISSUED:	March 24, 2021
3003 Breezewood Lane	CONTRACT NO:	21-HRD-SFA-599
Neenah, Wisconsin 54956	CONTRACT TITLE:	Online Interactive Safety Training Programs

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No.21-HRD-SFA-599 including any attachments or amendments thereto.

EFFECTIVE DATE: March 24, 2021

EXPIRES: March 23, 2022

RENEWALS: THIS IS THE FIRST YEAR AWARD NOTICE OF A POSSIBLE FIVE- YEAR CONTRACT.

COMMODITY CODE(S): 92400

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-HRD-SFA-599

EXHIBIT A – TRAINING LICENSE AGREEMENT

APPENDIX A – COURSE LIST

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: TYLER LOMIBAO

VENDOR TEL. NO.:

(800) 843-3174 ext.2880

EMAIL ADDRESS: TLOMIBAO@JKKELLER.COM

COUNTY CONTACT: LOAN HOANG (HRD)

COUNTY TEL. NO.:

(703) 228-3417

COUNTY CONTACT EMAIL: EMAIL@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

VANESSA MOOREHEAD Title: **PROCUREMENT OFFICER** Date: **MARCH 24, 2021**

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 21-HRD-SFA-599

REF QQ #236623

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and JJ Keller & Associates, Inc., with a principal place of business located at 3003 Breezewood Lane, Neenah, Wisconsin 54956 ("Contractor").

1. The Contractor agrees to provide the following goods or services:

Online Interactive Safety Training Programs

2. The County will have no obligation to the Contractor if no goods or services are required.
3. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
4. The Work will commence on **March 24, 2021** and must be completed no later than **March 23, 2022** ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from **March 24, 2022** to **March 23, 2026** (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".
5. The County will pay the Contractor, for services or goods that the Project Officer accepts, up to the maximum amount of **\$14,700.00** annually (Exhibit A). Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor net 45 days from receipt of an invoice that meets these requirements.
6. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. The County may terminate this Agreement by 60 days' written notice whenever the Purchasing Agent determines that termination is in the County's best interest. Early termination by County does not entitle it to a refund of any paid fees or eliminate the obligation of the County to pay all agreed upon fees.
9. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.
10. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.
11. The Contractor must provide a certificate of proof of the insurance coverages before

the start of work:

- Commercial General Liability (CGL)- \$500,000 combined single limit with \$1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products, and Independent Contractors. insured
- Automobile Bodily Injury and Property Damage Liability - \$500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)
- Cyber insurance \$2Million per occurrence/Aggregate
- Miscellaneous E&O / Professional Liability \$1,000,000 per occurrence/claim

12. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.

13. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately provided services and activities.

14. The Contractor must (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the

purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

15. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.
16. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
17. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.
18. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
19. All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.
20. This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
21. No Arlington County employee may share in any part of this Contract or receive any

benefit from the Contract that is not available to the general public.

22. The County does not discriminate against faith-based organizations.
23. The Contractor and its employees, agents and subcontractors will hold as confidential all County Information that they obtain under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally, identifiable health information; security numbers; addresses; dates of birth; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of and abide by this requirement.
24. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
25. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
26. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
27. The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.
28. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

Tyler Lomibao
JJ Keller & Associates

3003 Breezewood Lane
Neenah, Wisconsin 54956
Email: tlomibao@jkkeller.com
Tele No.: (800) 843-3174 ext. 2880

TO THE COUNTY:

The County Project Officer
Loan Hoang
2100 Clarendon Boulevard – Suite 511
Arlington, Virginia 22201
Email: lhoang@arlingtonva.us
Tele No: (703) 228-3417

AND

Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

29. The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

- 30. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
- 31. This Agreement may be modified only by written amendment.
- 32. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or in equity.
- 33. The sections, paragraphs, sentences, clauses, and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

J.J. KELLER & ASSOCIATES

SIGNED: DocuSigned by:
Vanessa Moorehead
392AD72EA7BC414...

SIGNED: DocuSigned by:
Katharine Diekfuss
2B6D6839EBF34DF...

NAME: VANESSA MOOREHEAD

NAME: KATHARINE DIEKFUSS

TITLE: PROCUREMENT OFFICER

TITLE: Sr. Director of Marketing

DATE: 3/30/2021

DATE: 3/30/2021

EXHIBIT A



Corporate Office:
3003 Breezewood Lane
Neenah, WI 54956

Mailing Address:
P.O. Box 368 Neenah, WI 54957-0368
jjkeller.com

TRAINING LICENSE AGREEMENT

1. CLIENT INFORMATION

This Training License Agreement (Agreement) is between J. J. Keller & Associates, Inc. ("J. J. Keller") and Client as specified here:

COMPANY: <u>Arlington County (Client)</u>	ACCOUNT #: <u>200322132</u>
CLIENT CONTACT NAME: <u>Loan Hoang</u>	DATE: _____
CONTACT EMAIL: <u>Lhoang@arlingtonva.us</u>	
ADDRESS: <u>2100 Clarendon Blvd Ste 511</u>	
CITY, STATE, ZIP: <u>Arlington, VA 22201</u>	
HOSTING LOCATION: <input type="checkbox"/> Secure Corporate Intranet <input type="checkbox"/> Shared Drive <input checked="" type="checkbox"/> LMS Name: <u>Taleo</u>	

2. DEFINITIONS

Certain Content means the intellectual property consisting of certain J. J. Keller products made available for Client under this Agreement consisting of Courses, Videos, or both.

Course(s) mean online interactive safety training programs produced by J. J. Keller and available for Client under this Agreement as listed in Appendix A. Courses will be provided to Client as SCORM 1.2 Single SCO dispatch files.

Video(s) means the intellectual property consisting of the videos and any question and answer key products listed in Appendix B. Videos will be provided to Client as MP4 files, and any question and answer key products will be provided to Client as Microsoft® Word files containing the quiz and answer key.

Enrollment means one assignment of one Course to one Learner.

Learner means a person, employed by Client, who is assigned training subject to the limitations of this Agreement.

LMS means the Learning Management System from which Courses or Videos may be accessed by Learner.

Unit means an Enrollment or Learner as specified in the table in Section 4 of this Agreement.

3. SCOPE OF LICENSE AND RIGHTS

J. J. Keller grants a non-exclusive, limited license to Client for use of Certain Content in accordance with this Agreement; it is not for the sale of or any rights in Certain Content. This means that ownership of Certain Content remains exclusively the property of J. J. Keller. J. J. Keller and Client specifically agree that nothing provided under this Agreement is to be considered a work-made-for-hire.

4. FEES

This Agreement is effective as of the last date of signature and may be terminated in accordance with Section 8 or 9 of the Client's Standard Form Agreement. The Fees stated in the table below are guaranteed for twelve (12) months from the Start Date. J. J. Keller will notify Client of any Fee changes thereafter.

Number of Units	Certain Content	Annual Fee
Up to 3,000 Enrollments	Appendix A – Course List	\$4.90 per enrollment

Additional Enrollments beyond 3,000 can be purchased and added via an amendment to this Agreement at \$4.34 per Enrollment.

5. SCOPE OF DEPLOYMENT AND USE

Grant Rights:

- J. J. Keller will deliver Courses through a secure URL unique to Client for Client to deploy using the LMS.
- J. J. Keller will deliver Videos through a file sharing website for Client to deploy using the authorized Hosting Location(s). If the Hosting Location is an LMS, Client may add a SCORM API wrapper to the Video to allow it to interface with the LMS.
- On the Start Date and annually thereafter, Client may create up to the number of Units specified in Section 4.
 - If Client is receiving Courses **only**, Enrollments may be made up of any combination of Courses listed in Appendix A.
 - Enrollments and Learner Units expire after twelve (12) months, and unused Enrollments or Learners will not roll forward into the next annual cycle. Usage will be reviewed periodically by the parties and Client may increase Units at any time subject to a written amendment to the parties' Agreement.
- In the event J. J. Keller updates Certain Content during the Term, for reasons that may include a regulatory update, J. J. Keller will provide updated Certain Content for use by Client. J. J. Keller reserves the right to update, change, or discontinue Certain Content at its discretion during the Term. In the event that J. J. Keller discontinues Certain Content during the Term and does not provide equivalent content, it will notify Client and Client may add substitute Certain Content through an addendum.
- Upon request, Client agrees to provide a report to J. J. Keller within fourteen (14) days stating the total number of Units created to date. In the event that Client, at any time,

exceeds its number of purchased Units, Client will discontinue creating new Units, unless and until Client purchases more through an addendum to this Agreement.

Grant Restrictions:

- Certain Content shall not be sold, loaned, rented, leased, viewed, or otherwise made available by Client to any other party by any means without written permission of J. J. Keller.
- Certain Content may not be re-purposed, re-formatted, translated to additional languages, reverse engineered, decompiled, disassembled, data mined, indexed, or incorporated in other uses unless provided for by J. J. Keller through a separate agreement. Notwithstanding the above, Client may modify the Course mastery score using instructions provided by J. J. Keller to alter a value in the imsmanifest.xml file.
- This Agreement, and the rights and obligations hereunder, may not be assigned by any act of Client by operation of law, including but not limited to bankruptcy, assignment for benefit of creditors, collateral for a loan, satisfaction of a loan, or the transfer of “data rights” as the result of any funding, sponsorship, or the like, by any government body, without the prior written consent of J. J. Keller.
- This Agreement may not be assigned or transferred without the written consent of J. J. Keller.
- Nothing in this Agreement shall be construed as allowing Certain Content to pass into the public domain.
- Client may not use, and may not permit others to use, Certain Content in any manner that infringes the intellectual property or other rights of another party.
- Client may not migrate Certain Content from the authorized Hosting Location(s) to any other location unless it has obtained permission from J. J. Keller in writing through an addendum to this Agreement. If the Hosting Location is an LMS, Client may not migrate Certain Content to another LMS without notifying J. J. Keller in advance of the migration and obtaining permission from J. J. Keller in writing through an addendum to this Agreement prior to the migration.

6. CONFIDENTIALITY

Both parties agree that the substance of any policies, practices, procedures, maps, data, reports, and other proprietary information relating to one party and provided to the other party in connection with the services provided through this Agreement are confidential materials. Both parties will use the same degree of care to prevent disclosure of the confidential materials as they use to protect their own information of like kind, but in no event less than reasonable care, unless disclosure is required by law or directed by judicial or administrative order. Both parties may disclose the confidential materials to their employees and subcontractors with a legitimate need to know who agree in writing to confidentiality obligations consistent with this Section.

The obligations of confidentiality set forth above shall not apply to any information which (a) is or becomes generally available to the public other than as a result of a disclosure by either party’s directors, officers, employees, agents, representatives, or subcontractors; (b) was in either party’s possession at the time of disclosure and was not acquired, directly or indirectly, from the other party; (c) is received from a third party, if the other party does not know of any restrictions on the disclosure of that information; or (d) is independently developed by or for

either party. The provisions of this Section shall survive for a period of three (3) years after the termination of this Agreement.

7. COPYRIGHT

Any and all Certain Content provided under this Agreement shall have on them clearly marked the appropriate year and following copyright notice:

Copyright J. J. Keller & Associates, Inc.

8. WARRANTY AND LIMITATIONS ON LIABILITY

A. CERTAIN CONTENT IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY OF ANY NATURE. J. J. KELLER DOES NOT WARRANT THAT ITS CERTAIN CONTENT CAN BE DEPLOYED OR USED IN THE MANNER DESCRIBED ON CLIENT'S HOSTING LOCATION. J. J. KELLER IS NOT PROVIDING TECHNICAL SUPPORT OR RECOMMENDATION ON HOW DEPLOYMENT OF ITS CERTAIN CONTENT CAN BE ACCOMPLISHED.

B. FOR THE TERM OF THIS AGREEMENT, J. J. KELLER WARRANTS THAT ITS CERTAIN CONTENT WILL BE FREE OF DEFECTS THAT PREVENT CLIENT FROM UTILIZING IT. J. J. KELLER'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPLACE ANY DEFECTIVE CERTAIN CONTENT FILE, PROVIDED THAT CLIENT HAS GIVEN J. J. KELLER NOTICE OF THE DEFECT DURING THE TERM. THE RIGHTS CONTAINED IN THIS PARAGRAPH EXTEND ONLY TO CLIENT AND ONLY IF THE CERTAIN CONTENT IS USED IN COMPLIANCE WITH THIS AGREEMENT. THESE RIGHTS ARE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE CERTAIN CONTENT, WHETHER IN TORT, CONTRACT OR OTHERWISE AND ARE IN LIEU OF ALL WARRANTIES, AND J. J. KELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE.

C. REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL J. J. KELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, PRODUCT OR THE USE OF SAME INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST INFORMATION, LOST SAVINGS, LOST PROFITS, CIVIL OR CRIMINAL FORFEITURES, OR LOSSES RESULTING FROM CLIENT'S USE OF ITS CERTAIN CONTENT EVEN IF J. J. KELLER HAS BEEN INFORMED, IS AWARE, OR SHOULD BE OR HAS BEEN AWARE, OF THE POSSIBILITY OF SUCH DAMAGES. IF THE FOREGOING LIMITATION IS HELD TO BE UNENFORCEABLE, J. J. KELLER'S MAXIMUM LIABILITY TO CLIENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OVER THE TWELVE MONTHS PRIOR TO THE INCIDENT GIVING RISE TO THE CLAIM, EXCEPT THAT THIS LIMITATION DOES NOT APPLY TO CLAIMS OF INTELLECTUAL PROPERTY INDEMNIFICATION. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY.

12. DISCLAIMER OF LIABILITY

J. J. Keller makes its best effort to provide current and reliable information in Certain Content, J. J. Keller does not provide legal, accounting, or regulatory advice, and does not warrant that every statement made in Certain Content is accurate. J. J. Keller shall in no event be liable for any loss,

damage, fine, penalty or forfeiture to Client or its agents or employees which is incurred or alleged to have been incurred as a result of information provided in the Certain Content.

APENDIX A - Course List

• <i>Accident Procedures: Driver Training Series</i>	43861
• <i>Active Shooter/Active Threat: How to Survive</i>	56447
• <i>Active Shooter/Active Threat: Organizational Preparedness & Recovery</i>	56434
• <i>Aerial Lifts for Construction</i>	51817
• <i>Aerial Lifts for General Industry</i>	51816
• <i>Air Brakes: Master Driver</i>	23709
• <i>Alcohol & Drug Testing: What Drivers Need to Know</i>	38794
• <i>Arc Flash/Arc Blast Awareness & Safety</i>	38756
• <i>Asbestos Awareness Training</i>	51122
• <i>Back Safety: Keep Your Back In Action</i>	38236
• <i>Backing & Parking: Straight Truck Series</i>	51255
• <i>Backing Techniques: Driver Training Series</i>	56943
• <i>Bloodborne Pathogens: Safety in the Workplace (with EyeCue)</i>	43850
• <i>Cargo Securement: DRY VANS</i>	43848
• <i>Cargo Securement: FLATBEDS</i>	43846
• <i>Caught-In or -Between for Construction (Focus Four Hazards)</i>	36695
• <i>City Driving: Master Driver</i>	23710
• <i>CMV Driver Basics</i>	43001
• <i>Cold Stress</i>	43851
• <i>Compressed Gas Cylinders</i>	51034
• <i>Computer Workstation Design & Use</i>	51917
• <i>Confined Spaces: Entry Team Training - Construction Activities</i>	38758
• <i>Confined Spaces: Entry Team Training - Maintenance Activities (with EyeCue)</i>	43858
• <i>Construction Safety Basics: In Case of an Emergency</i>	51047
• <i>Construction Safety Basics: Safe Use of Equipment</i>	51049
• <i>Construction Safety Basics: Work Environment</i>	51071
• <i>Construction Safety Basics: Work Practices</i>	50054
• <i>Corrective Action Training: 11-Hour Rule</i>	60707
• <i>Corrective Action Training: 14-Hour Rule</i>	60708
• <i>Corrective Action Training: 30-Minute Breaks</i>	59962
• <i>Corrective Action Training: 60- or 70-Hour Limit</i>	60734
• <i>Corrective Action Training: Alcohol Misuse and Abuse</i>	60741
• <i>Corrective Action Training: Annual (Periodic) Inspections</i>	59950
• <i>Corrective Action Training: Antilock Brake Systems (ABS)</i>	61456
• <i>Corrective Action Training: Backing</i>	61837
• <i>Corrective Action Training: Brake Hoses and Tubing</i>	60729
• <i>Corrective Action Training: Brakes</i>	59949
• <i>Corrective Action Training: Breakaway Brakes</i>	60727
• <i>Corrective Action Training: Cargo Damage</i>	61845
• <i>Corrective Action Training: Cargo Securement: Dry Vans</i>	61847
• <i>Corrective Action Training: CDL Driving Privileges</i>	60723
• <i>Corrective Action Training: CDLs & Medical Cards</i>	59961
• <i>Corrective Action Training: Cell Phones</i>	59944
• <i>Corrective Action Training: Distracted Driving</i>	60704
• <i>Corrective Action Training: Driver Logs</i>	59946

• <i>Corrective Action Training: Drug Use</i>	60735
• <i>Corrective Action Training: Electronic Logging Devices</i>	59947
• <i>Corrective Action Training: Emergency Equipment</i>	59954
• <i>Corrective Action Training: Fatigued Driving Prevention</i>	61068
• <i>Corrective Action Training: Hard Braking</i>	58546
• <i>Corrective Action Training: Hard Cornering</i>	59942
• <i>Corrective Action Training: Harsh Acceleration</i>	59941
• <i>Corrective Action Training: Hazmat Cargo Tanks</i>	59960
• <i>Corrective Action Training: Hazmat Emergency Response Information</i>	60422
• <i>Corrective Action Training: Hazmat Empty packaging's</i>	60710
• <i>Corrective Action Training: Hazmat Nurse Tank Non-Compliant ASME Plate</i>	60730
• <i>Corrective Action Training: Hazmat Orientation Arrows</i>	60709
• <i>Corrective Action Training: Hazmat Packaging</i>	59959
• <i>Corrective Action Training: Hazmat Placarding</i>	59957
• <i>Corrective Action Training: Hazmat Radioactive Transport Requirements</i>	60739
• <i>Corrective Action Training: Hazmat Shipping Papers</i>	59958
• <i>Corrective Action Training: Hours of Service and Fatigue</i>	60740
• <i>Corrective Action Training: Hours of Service Documentation</i>	59948
• <i>Corrective Action Training: Hours of Service Supporting Documents</i>	60733
• <i>Corrective Action Training: Lane changes</i>	61842
• <i>Corrective Action Training: Learners' Permits</i>	60722
• <i>Corrective Action Training: Lights</i>	59952
• <i>Corrective Action Training: Metered Cargo Tank Emergency Shut Offs</i>	60731
• <i>Corrective Action Training: Multiple Licenses</i>	60721
• <i>Corrective Action Training: Overhead and Underside Clearance</i>	61838
• <i>Corrective Action Training: Passing</i>	60705
• <i>Corrective Action Training: Radioactive LSA and SCO</i>	60738
• <i>Corrective Action Training: Railroad Crossings</i>	60706
• <i>Corrective Action Training: Seat Belts</i>	59945
• <i>Corrective Action Training: Special Corrosive Loading</i>	60742
• <i>Corrective Action Training: Speeding</i>	59920
• <i>Corrective Action Training: Stop Signs</i>	59917
• <i>Corrective Action Training: Tailgating</i>	59943
• <i>Corrective Action Training: Tires</i>	59953
• <i>Corrective Action Training: Traffic Control Devices</i>	59918
• <i>Corrective Action Training: Traffic Lanes</i>	59919
• <i>Corrective Action Training: Turning</i>	60732
• <i>Corrective Action Training: Vehicle Leaks</i>	59955
• <i>Corrective Action Training: Vehicle Maintenance</i>	59951
• <i>Corrective Action Training: Windshields & Wipers</i>	59956
• <i>Corrective Action Training: Yielding</i>	60726
• <i>Coupling & Uncoupling: Double Trailers</i>	57690
• <i>Coupling & Uncoupling: Driver Training Series</i>	56942
• <i>COVID-19 Prevention for Employees: Prepare and Respond</i>	61744
• <i>Crane Safety for General Industry</i>	51818
• <i>Cranes & Derricks for Construction</i>	36676
• <i>Crystalline Silica for Construction Employees</i>	52036
• <i>Crystalline Silica for Construction Employers</i>	48902

• <i>Crystalline Silica for General Industry Employees</i>	52039
• <i>Crystalline Silica for General Industry Employers</i>	48457
• <i>CSA: Know the BASICS</i>	27679
• <i>Defensive Driving for CMV Drivers: Communicate</i>	55759
• <i>Defensive Driving for CMV Drivers: Look</i>	55758
• <i>Defensive Driving for CMV Drivers: Manage Speed & Space</i>	55757
• <i>Defensive Driving for CMV Drivers: Prepare</i>	55469
• <i>Defensive Driving for Light & Medium Duty Vehicles</i>	30196
• <i>Distracted Driving</i>	47312
• <i>Diversity & Discrimination for Employees</i>	25819
• <i>Diversity & Discrimination for Supervisors</i>	25818
• <i>Driver Qualification Training for Managers</i>	43865
• <i>Driving Techniques: Driver Training Series</i>	43853
• <i>Driving Techniques: Straight Truck Series</i>	51254
• <i>Drug & Alcohol Clearinghouse: What Drivers Need to Know</i>	59934
• <i>Electrical Safety: Training for Unqualified Employees (with EyeCue)</i>	43864
• <i>Electrocution for Construction (Focus Four Hazards)</i>	36692
• <i>Emergency Eyewash & Shower Use</i>	51659
• <i>Emergency Maneuvers: Driver Training Series</i>	43854
• <i>Emergency Preparedness & Response</i>	48877
• <i>Entry-Level Driver Training Module 01: Orientation</i>	58547
• <i>Entry-Level Driver Training Module 02: Control Systems/Dashboard</i>	58663
• <i>Entry-Level Driver Training Module 03: Pre- and Post-Trip Inspections</i>	58664
• <i>Entry-Level Driver Training Module 04: Basic Control</i>	58665
• <i>Entry-Level Driver Training Module 05: Shifting/Operating Transmissions</i>	58666
• <i>Entry-Level Driver Training Module 06: Backing and Docking</i>	58667
• <i>Entry-Level Driver Training Module 07: Coupling & Uncoupling</i>	58668
• <i>Entry-Level Driver Training Module 08: Visual Search</i>	58669
• <i>Entry-Level Driver Training Module 09: Communication</i>	58670
• <i>Entry-Level Driver Training Module 10: Distracted Driving</i>	58751
• <i>Entry-Level Driver Training Module 11: Speed Management</i>	58752
• <i>Entry-Level Driver Training Module 12: Space Management</i>	58753
• <i>Entry-Level Driver Training Module 13: Night Operation</i>	58754
• <i>Entry-Level Driver Training Module 14: Extreme Driving Conditions</i>	58755
• <i>Entry-Level Driver Training Module 15: Hazard Perception</i>	58756
• <i>Entry-Level Driver Training Module 16: Skid Control/Recovery, Jackknifing, and Other Emergencies</i>	58757
• <i>Entry-Level Driver Training Module 17: Railroad-Highway Grade Crossings</i>	58758
• <i>Entry-Level Driver Training Module 18: Identification and Diagnosis of Malfunctions</i>	58759
• <i>Entry-Level Driver Training Module 19: Roadside Inspections</i>	58760
• <i>Entry-Level Driver Training Module 20: Maintenance</i>	58761
• <i>Entry-Level Driver Training Module 21: Handling and Documenting Cargo</i>	58762
• <i>Entry-Level Driver Training Module 22: Environmental Compliance Issues</i>	58763
• <i>Entry-Level Driver Training Module 23: Hours of Service Requirements</i>	58764
• <i>Entry-Level Driver Training Module 24: Fatigue and Wellness Awareness</i>	58765
• <i>Entry-Level Driver Training Module 25: Post-Crash Procedures</i>	58766
• <i>Entry-Level Driver Training Module 26: External Communications</i>	58767

• <i>Entry-Level Driver Training Module 27: Whistleblower/Coercion</i>	58768
• <i>Entry-Level Driver Training Module 28: Trip Planning</i>	58769
• <i>Entry-Level Driver Training Module 29: Drugs/Alcohol</i>	58770
• <i>Entry-Level Driver Training Module 30: Medical Requirements</i>	58771
• <i>Entry-Level Driver Training Module 31: Human Trafficking</i>	58772
• <i>Entry-Level Driver Training Module 32: CSA</i>	58773
• <i>Entry-Level Driver Training Module 33: Special Rigs</i>	58774
• <i>Entry-Level Driver Training Module 34: Crossing the Canadian Border</i>	58775
• <i>Entry-Level Driver Training Module 35: Basic Business Practices</i>	58776
• <i>Excavations for Construction</i>	36675
• <i>Extreme Weather Driving: Driver Training Series</i>	43868
• <i>Face Masks: How to Properly Fit and Remove a Face Mask</i>	61238
• <i>Fall Protection for Construction</i>	52431
• <i>Fall Protection for General Industry</i>	50612
• <i>Fatigued Driving Prevention</i>	60787
• <i>Fire Extinguisher Use</i>	41007
• <i>Fire Prevention & Response (with EyeCue)</i>	43994
• <i>First Aid Basics</i>	41093
• <i>Fixed Object Collisions: Driver Training Series</i>	43869
• <i>FMLA for Supervisors</i>	24829
• <i>Forklift Operator Safety Training for Construction</i>	43702
• <i>Forklift Training (with EyeCue® Visual Learning System)</i>	52459
• <i>Forklift Training: Equipment Basics (with EyeCue® Visual Learning System)</i>	55782
• <i>Forklift Training: Equipment Inspections (with EyeCue® Visual Learning System)</i>	55781
• <i>Forklift Training: Maintaining Your Forklift</i>	55746
• <i>Forklift Training: Non-Operator Safety</i>	55749
• <i>Forklift Training: Operating Procedures (with EyeCue® Visual Learning System)</i>	55784
• <i>Forklift Training: Refresher (with EyeCue® Visual Learning System)</i>	55844
• <i>Forklift Training: Specialized Units & Attachments</i>	55750
• <i>Forklifts Ultimate HPC: Advanced</i>	47321
• <i>Forklifts Ultimate HPC: Basic</i>	47322
• <i>Forklifts Ultimate HPC: Intermediate</i>	47323
• <i>Gloves: Guide to Donning and Doffing Gloves</i>	61237
• <i>Hand & Foot Protection: PPE Employee Essentials</i>	41140
• <i>Hand & Power Tools for Construction</i>	36656
• <i>Handwashing: How to Properly Wash Your Hands</i>	61236
• <i>Hazardous Substances: Incidental Spill Response</i>	51631
• <i>Hazardous Substances: Spill Discovery & Notification</i>	51305
• <i>HazCom: GHS Container Labels</i>	49764
• <i>HazCom: GHS Safety Data Sheets (SDS)</i>	49763
• <i>HazCom: Introduction to Hazard Communication & GHS</i>	49762
• <i>HazCom: What You Need to Know</i>	47324
• <i>Hazmat: General Awareness</i>	46082
• <i>Hazmat: Highway Transportation Driver Training</i>	46083
• <i>Hazmat: Labeling</i>	46079
• <i>Hazmat: Lithium Batteries</i>	59986
• <i>Hazmat: Loading/Unloading & Load Segregation</i>	46084
• <i>Hazmat: Marking</i>	46078

• <i>Hazmat: Packaging</i>	46085
• <i>Hazmat: Placarding</i>	46080
• <i>Hazmat: Reporting an Incident</i>	46081
• <i>Hazmat: Safety Training</i>	51916
• <i>Hazmat: Security Awareness Training</i>	50066
• <i>Hazmat: Shipping Papers</i>	46077
• <i>Hazmat: The Hazardous Materials Table</i>	43856
• <i>HAZWOPER: Chemical Fundamentals</i>	51584
• <i>HAZWOPER: Confined Spaces</i>	51596
• <i>HAZWOPER: Decontamination</i>	51591
• <i>HAZWOPER: Electrical Safety & Lockout/Tagout</i>	51602
• <i>HAZWOPER: Emergency & Post-Emergency Response Procedures</i>	51586
• <i>HAZWOPER: Emergency Response Planning</i>	51583
• <i>HAZWOPER: Exposure Monitoring & Sampling</i>	51589
• <i>HAZWOPER: Fire Prevention & Protection</i>	51601
• <i>HAZWOPER: Handling & Shipping Drums & Containers</i>	51595
• <i>HAZWOPER: Hazardous Substance Recognition & Identification</i>	51585
• <i>HAZWOPER: HazCom, Hazmat, & Hazardous Waste</i>	51588
• <i>HAZWOPER: Health & Physical Hazards</i>	51593
• <i>HAZWOPER: Medical Program</i>	51590
• <i>HAZWOPER: Overview for Waste Site Workers</i>	51597
• <i>HAZWOPER: Personal Protective Equipment & Clothing</i>	51587
• <i>HAZWOPER: Radiation & Biological Exposures</i>	51598
• <i>HAZWOPER: Refresher for Emergency Responders: Chemical Fundamentals</i>	51603
• <i>HAZWOPER: Refresher for Emergency Responders: Decontamination</i>	51610
• <i>HAZWOPER: Refresher for Emergency Responders: Emergency & Post-Emergency Response Procedures</i>	51606
• <i>HAZWOPER: Refresher for Emergency Responders: Emergency Response Planning</i>	51605
• <i>HAZWOPER: Refresher for Emergency Responders: Exposure Monitoring & Sampling</i>	51609
• <i>HAZWOPER: Refresher for Emergency Responders: Hazardous Substance Recognition & Identification</i>	51604
• <i>HAZWOPER: Refresher for Emergency Responders: Medical Program</i>	51608
• <i>HAZWOPER: Refresher for Emergency Responders: Personal Protective Equipment & Clothing</i>	51607
• <i>HAZWOPER: Refresher for Waste Site Workers: Air Monitoring & Medical Program</i>	27411
• <i>HAZWOPER: Refresher for Waste Site Workers: Emergency Response & Decontamination</i>	27414
• <i>HAZWOPER: Refresher for Waste Site Workers: Hazard Recognition</i>	27415
• <i>HAZWOPER: Refresher for Waste Site Workers: Introduction to HAZWOPER</i>	27416
• <i>HAZWOPER: Refresher for Waste Site Workers: PPE & Other Hazard Control Measures</i>	27417
• <i>HAZWOPER: Respiratory Protection</i>	51592
• <i>HAZWOPER: Site Control Measures</i>	51594
• <i>HAZWOPER: Temperature Extremes</i>	51600
• <i>HAZWOPER: Written HAZWOPER Plans & Programs</i>	51599

• <i>Head, Eye, & Face Protection: PPE Employee Essentials</i>	41138
• <i>Health Hazards for Construction</i>	36677
• <i>Hearing Protection: PPE Employee Essentials</i>	41139
• <i>Heat Stress</i>	43852
• <i>Hot Work: Safety Operations Training</i>	43870
• <i>Hours of Service Canada (A Driver's Guide to)</i>	28137
• <i>Hours of Service Rules for Oil & Gas CMV Drivers</i>	51541
• <i>Hours of Service Rules for Passenger-Carrying CMV Drivers</i>	50049
• <i>Hours of Service Training: Basics</i>	61324
• <i>Hours of Service Training: ELD Basics</i>	61332
• <i>Hours of Service Training: Exceptions</i>	61330
• <i>Hours of Service Training: How to Complete a Manual Log</i>	61334
• <i>Hours of Service Training: Limits</i>	61326
• <i>Hours of Service Training: Recording Your Hours</i>	61328
• <i>Housekeeping & Maintenance</i>	48876
• <i>How to Address HR Challenges in a Dispersed Workforce</i>	60953
• <i>How to Manage a Remote Team</i>	60952
• <i>How to Work from Home Effectively</i>	60951
• <i>Human Trafficking Awareness for Drivers</i>	57358
• <i>Human Trafficking Awareness for Drivers – Spanish (Conceientizacion Sobre el Trafico Ilegal de Personas Para Conductores)</i>	57359
• <i>Hydrogen Sulfide for General Industry</i>	40559
• <i>Hydrogen Sulfide for Oil & Gas</i>	40578
• <i>Incident Investigations for Accidents & Near Misses</i>	48872
• <i>Industrial Ergonomics</i>	43859
• <i>Injury Prevention Around Flatbeds</i>	49837
• <i>Injury Prevention Around Tankers</i>	49838
• <i>Injury Prevention for CMV Drivers</i>	48454
• <i>Ladder Safety for General Industry</i>	50611
• <i>Loading & Unloading: Straight Truck Series</i>	51253
• <i>Lockout/Tagout: Put a Lock on Hazardous Energy (with EyeCue)</i>	41836
• <i>Machine Guarding</i>	48875
• <i>Material Handling Safety</i>	48459
• <i>Materials Handling, Storage, Use & Disposal for Construction</i>	36660
• <i>Motorized Pallet Jacks: Safe Operation</i>	38762
• <i>Night Driving: Driver Training Series</i>	43862
• <i>Office Ergonomics</i>	43860
• <i>Office Safety</i>	49766
• <i>Pattern Driving: Master Driver</i>	23715
• <i>Personal Protective & Lifesaving Equipment for Construction</i>	36678
• <i>Personal Protective Equipment: Employee Essentials (with EyeCue)</i>	43855
• <i>Personal Safety & Security for CMV Drivers</i>	48451
• <i>Power Tool & Extension Cord Safety</i>	51179
• <i>Prohibiting the Coercion of CMV Drivers</i>	48328
• <i>Pulling Doubles</i>	47341
• <i>RCRA Hazardous Waste Generator Training</i>	51758
• <i>Rear End Collisions: Master Driver</i>	23716

- *Reasonable Suspicion Testing: What Supervisors Need to Know* 38763
- *Respiratory Protection (with EyeCue)* 43867
- *Right Turns/Left Turns/Intersections* 43847
- *Roadside Inspections for CMV Drivers* 48444
- *Rural Driving: Master Driver* 23717
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Backing and Parking* 61144
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Basic Controls* 61143
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Compliance, Safety, and Accountability (CSA)* 61159
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Control Systems* 61130
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Defensive Driving: Communication* 61146
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Defensive Driving: Distracted Driving* 61147
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Defensive Driving: Extreme Driving Conditions* 61150
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Defensive Driving: Hazard Perception* 61151
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Defensive Driving: Night Driving* 61149
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Defensive Driving: Skid Control/Recovery and Other Emergencies* 61152
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Defensive Driving: Speed and Space Management* 61148
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Defensive Driving: Visual Search* 61145
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Fatigue and Wellness* 61157
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Handling and Documenting Cargo* 61155
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Hours of Service* 61156
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Human Trafficking Awareness* 61160
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Identification and Diagnosis of Malfunctions* 61142
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Post-Crash Procedures* 61158
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Railroad Crossings* 61153
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Roadside Inspections* 61154
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers: Shifting Manual Transmissions* 61313
- *Safe and Smart Non-CDL Driver Training for Experienced Drivers:*

<i>The Professional Driver</i>	61131
• <i>Safe and Smart Non-CDL Driver Training for Experienced Drivers: Trip Planning</i>	61161
• <i>Safe and Smart Non-CDL Driver Training for Experienced Drivers: Vehicle Inspections</i>	61141
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Backing and Parking</i>	61095
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Basic Controls</i>	61094
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Becoming a Professional Driver</i>	61080
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Compliance, Safety, and Accountability (CSA)</i>	61113
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Control Systems</i>	61084
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Defensive Driving: Communication</i>	61097
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Defensive Driving: Distracted Driving</i>	61098
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Defensive Driving: Driving Emergencies</i>	61104
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Defensive Driving: Extreme Driving Conditions</i>	61101
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Defensive Driving: Hazard Perception</i>	61102
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Defensive Driving: Night Driving</i>	61100
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Defensive Driving: Skid Control and Recovery</i>	61103
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Defensive Driving: Speed and Space Management</i>	61099
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Defensive Driving: Visual Search</i>	61096
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Fatigue and Wellness</i>	61111
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Handling and Documenting Cargo</i>	61107
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Hours of Service: Record of Duty Status</i>	61110
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Hours of Service: Short-Haul Rules</i>	61109
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Hours of Service: Working Time</i>	61108
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Human Trafficking Awareness</i>	61114
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Identification and Diagnosis of Malfunctions</i>	61093
• <i>Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Post-Crash Procedures</i>	61112

- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Pre-Trip Vehicle Inspection: Brake System* 61090
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Pre-Trip Vehicle Inspection: Engine and Front Axle* 61086
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Pre-Trip Vehicle Inspection: In-Vehicle* 61087
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Pre-Trip Vehicle Inspection: Lights* 61089
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Pre-Trip Vehicle Inspection: Walk-Around* 61088
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Railroad Crossings* 61105
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Roadside Inspections* 61106
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Shifting Synchronized Manual Transmissions* 61311
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Trip Planning* 61115
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Vehicle Inspection Basics* 61085
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Vehicle Inspections: On-the-Road Inspection* 61091
- *Safe and Smart Non-CDL Driver Training for Inexperienced Drivers: Vehicle Inspections: Post-Trip Inspection* 61092
- *Safety Audits for Employees* 51170
- *Sanitary Food Transportation* 51041
- *Scaffolding Safety for General Industry* 48458
- *Scaffolds for Construction* 36659
- *Scissor Lifts for Construction* 51295
- *Scissor Lifts for General Industry* 51198
- *Sexual Harassment Prevention: Additional Management Responsibilities* 56127
- *Sexual Harassment Prevention: Additional Training for Retail Environments* 58978
- *Sexual Harassment Prevention: Addressing Harassment* 56125
- *Sexual Harassment Prevention: Civility in the Workplace* 56123
- *Sexual Harassment Prevention: Taking Action* 56124
- *Sexual Harassment Prevention: What Happens Next?* 56126
- *Sexual Harassment Prevention: What is Sexual Harassment?* 56122
- *Slips & Trips for Construction* 38764
- *Slips, Trips, & Falls Hazard Perception Challenge (with EyeCue)* 42426
- *Stairways & Ladders for Construction* 36657
- *Stairways for General Industry* 50919
- *Step Bolts & Manhole Steps for Telecommunications* 50613
- *Struck-By for Construction (Focus Four Hazards)* 36693
- *Substance Abuse Training for Employees* 24794
- *Substance Abuse Training for Supervisors* 24846
- *Vehicle Inspections: Intermodal Chassis* 48874
- *Vehicle Inspections: Refrigerated Trailers* 48871
- *Vehicle Inspections: Straight Truck Series* 51251

- *Vehicle Inspections: Tractor Trailers* 48448
- *Walking-Working Surfaces: What Employees Need to Know* 50063
- *Walking-Working Surfaces: What Supervisors Need to Know* 50610
- *Walkway Safety for Employees Module 1: Foundations of Walkway Safety* 58231
- *Walkway Safety for Employees Module 2: Hazard Recognition* 58651
- *Walkway Safety for Employees Module 3: Hazard Prevention & Incident Response* 58652
- *Walkway Safety for Supervisors Module 1: Foundations of Walkway Safety* 58224
- *Walkway Safety for Supervisors Module 2: Hazard Recognition* 58223
- *Walkway Safety for Supervisors Module 3: Hazard Prevention & Incident Response* 58222
- *Welding: Safety & Health Protections* 49765
- *Wheel Chocks & Dockboards* 50835
- *Winter Safety: Working & Driving in Snow, Ice, & Extreme Cold* 50690
- *Workplace Bullying & Violence Training for Employees* 30137
- *Workplace Bullying & Violence Training for Supervisors* 30136
- *Workplace Injury & Illness: OSHA Reporting & Recordkeeping for Managers* 51826
- *Workplace Safety Basics: In Case of an Emergency* 51029
- *Workplace Safety Basics: Safe Use of Equipment* 51026
- *Workplace Safety Basics: Work Environment* 51024
- *Workplace Safety Basics: Work Practices* 49779