



Certified: --

E-27-24

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THE LEGISLATURE FEBRUARY 22, 2024 1:58PM

NIFS ID: CQPB24000001

Capital:

Contract ID #: CQPB24000001

NIFS Entry Date: 12/13/2023

Department: Probation

Service: Safe Crisis Management Training

Term: Two years from date of execution

Contract Delayed:

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid: X
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	Yes
2) Comptroller Approval Form Attached:	No
3) CSEA Agmt. & 32 Compliance Attached:	Yes
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: JKM TRAINING, INC.	ID#: 232930684
Main Address: 1710 RITNER HWY, STE 1 CARLISLE, PA 17013	
Main Contact: JOE MULLEN	
Main Phone: (717) 960-0457	

Department:
Contact Name: Joseph Schiliro
Address: 400 County Seat Drive Mineola, NY 10501
Phone: (516) 571-5548
Email: jschiliro@nassaucountyny.gov, jplackis@nassaucountyny.gov, dlandsman@nassaucountyny.gov, ddmaggio@nassaucountyny.gov

Contract Summary

Purpose: Provide Safe Crisis Management training and certification to staff at the Juvenile Detention Center as mandated by the New York State Office of Children and Family Services and in accordance with NYCRR Title 9 Subtitle E Part 180 Juvenile Detention Facilities Regulations.

Procurement History: JKM Training, Inc (JKM) was the only vendor responding to the RFP for Safe Crisis Management training and is the only source that has been identified by the Juvenile Detention Center to provide this specialized training, other than our prior vendor, Handle With Care. JKM provides the education and training for certification of direct care staff in the discipline of physical restraints and verbal de-escalation as mandated by NYCRR Part 180 Secured and Specialized Secure in accordance with New York State regulations for Specialized Secure Detention Facilities.

As concerns the single bid response, the RFP has been reviewed as regards to specifications being unduly restrictive. The specifications were in accordance with the criteria set forth by New York State, setting forth the training criteria. The RFP was advertised in Newsday and posted on the County website, with the correct commodity code used. Safe Management Crisis training

is highly specialized behavior management and restraint techniques utilized in the supervision of a highly specialized population, i.e. individuals housed in the Juvenile Detention Facility. Handle With Care has previously been awarded this contract but has declined to continue with the program.

Description of General Provisions: On-site staff training for up to 40 staff members including emergency staff safety physical interventions and restraints.

Impact on Funding / Price Analysis: Sole respondent

Change in Contract from Prior Procurement: Mandated training as prescribed by NYS Office of Children and Family Services

Method of Source Selection:

☒ Pursuant to Executive Order No. 1 of 1993 as amended, the department head explains why the department obtained only one proposal as follows: As concerns the single bid response, the RFP has been reviewed as regards to specifications being unduly restrictive. The specifications were in accordance with the criteria set forth by New York State, setting forth the training criteria.

☒ Sole Source

Notice of Intent advertised in: Newsday; New York State Contract Reporter

Advertised On: 06/10/0019

of Responses to Notice of Intent received: 1

MWBE Participation:

☒ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☒ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1400	DE	PBGEN1400	DE500	PBGEN1400 DE500	01	\$40,000.00
						TOTAL	\$40,000.00	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$8,000.00
Federal	\$0.00
State	\$32,000.00
Capital	\$0.00
Other	\$0.00
Total	\$40,000.00

Routing Slip

Department			
NIFS Entry	Joseph Schiliro	12/18/2023 02:44PM	Approved
NIFS Final Approval	John Plackis	12/19/2023 08:01AM	Approved
Final Approval	John Plackis	12/19/2023 08:01AM	Approved
County Attorney			
Approval as to Form	Salvatore Spezio	12/21/2023 10:37AM	Approved
RE & Insurance Verification	Grady Farnan	12/19/2023 11:21AM	Approved
NIFS Approval	Mary Nori	12/28/2023 02:54PM	Approved
Final Approval	Mary Nori	12/28/2023 02:54PM	Approved
OMB			
NIFS Approval	Jenna Ferrante	12/20/2023 03:49PM	Approved
NIFA Approval	Irfan Qureshi	12/26/2023 09:55AM	Approved
Final Approval	Irfan Qureshi	12/26/2023 09:55AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	12/28/2023 04:19PM	Approved
DCE Compliance Approval	Robert Cleary	02/21/2024 04:47PM	Approved
Vertical DCE Approval	Arthur Walsh	02/22/2024 08:53AM	Approved
Final Approval	Arthur Walsh	02/22/2024 08:53AM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	02/22/2024 12:49PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2024

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PROBATION, AND JKM TRAINING, INC.

WHEREAS, the County negotiated a personal services agreement with JKM Training, Inc. to provide Safe Crisis Management training and certification to staff at the Juvenile Detention Center, a copy of which is on file with the Clerk of the Legislature; and

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment and assignment, respectively, with JKM Training, Inc..

CONTRACT FOR SERVICES

THIS AGREEMENT made the day of , 20 , (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Probation Department (the "Department"), having its principal office at 400 County Seat Drive, Mineola, New York 11501, and (ii) JKM Training, Inc., a Pennsylvania State for-profit corporation, having its principal office at 1710 Ritner HWY, STE 1, Carlisle, PA 17013 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 103 and 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **Term.** The term of this Agreement shall be a two (2) year period effective with the date of execution. The Agreement may be renewed, at the discretion of the Department, for three (3) additional two (2) year terms.

2. **Services.** The services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(A) The County, acting for and on behalf of the Department, hereby hires and retains the services of the Contractor to provide staff training comprised of:

1. In year one:

a. On-site training 1:

- i. 2-day training course in Safe Crisis Management (SCM) Certification Theory for up to 40 staff members, and
- ii. In-person 2 days of onsite SCM staff certification training, including emergency safety physical interventions and restraints for up to 40 staff members to be held the same week as the training listed in (1) above, and
- iii. One day of Administration Training, to be held the same week as the trainings listed in (1) and (2) above.

b. On-site training 2:

- i. in-person 5-day training in Safe Crisis Instructor Certification for up to 18 staff.

c. On-Site training 3:

- i. in-person Mentoring Training to refresh skills and coach staff trained during training (2) above.

2. In year two:

- a. On-site training consisting of 2 days of staff recertification for up to 21 staff, and 1 day of Administration Training.

(B) All onsite sessions will be held at the Nassau County Juvenile Detention Center (the "Center") located at the Nassau County Family Court (61 Carman Ave Ext. Westbury, NY 11590). All programming shall meet the required criteria for Crisis Intervention and Physical Restrict Training as mandated by the NYS Office of Children and Family Services (OCFS).

(C) The Contractor shall:

1. Work collaboratively with the Center to plan and execute the instructor certification program in the discipline of Crisis Intervention and Physical Restraint training as mandated by the New York State Office of Children and Family Services and in accordance NYCRR Title 9 Subtitle E Part 180 Juvenile Detention Facilities Regulations and Provide a Training Course in Safe Crisis Management.

The SCM Staff Certification Training Program is a workshop where participants learn prevention, intervention (including emergency safety physical interventions) and after-action strategies that are the core of SCM. Participants will receive the SCM Participant's Workbook, as well as handouts that reinforce main concepts and templates that can be incorporated into their employment responsibilities for the Nassau County Probation.

The SCM Instructor Certification Training Program is a rigorous, five-day learning experience where participants learn prevention, intervention and after-action strategies that are the core of SCM. Participants will be exposed to a variety of supportive information and concepts central to providing instruction in SCM. Participants will receive an Instructor's Manual and Workbook that provides a model curriculum for SCM Staff Training. In addition, participants will be granted access to the SCM Instructor's Website which contains files to download such as: slideshows, an Emergency Safety Physical Intervention video, training agendas, case studies, various templates, handouts, sample tests, etc. This program certifies successful participants as SCM Instructors for the Nassau County Probation Department. SCM Instructors are required to attend 2-day SCM Instructor Recertification Training Programs on an annual basis.

The On-site Mentoring trainings will allow the Contractor to observe/coach the staff who have been trained as instructors and subsequently providing training to new staff.

2. Coordinate the programs with the Department. Site and equipment requirements to be provided by the Department:

SCM ESPI (Physical) Training requirements:

- Adequate space for physical intervention instruction (100 square feet per participant approximately)
- Room should be empty
- Flooring should be clean carpeting or exercise mats
- Hydration station (water)
- Participants are encouraged to bring knee pads if training on ESPI Floor Assists

Participants are required to wear loose comfortable clothing e.g. sweats, t-shirts and sneakers.

Note: Participants who cannot move down to or up from the floor comfortably may not be able to complete parts of this program. Instructor candidates must be able to complete the entire program and should be comfortable going down to and up from the floor.

Upon completion of the training JKM instructor and/or the JKM organization must provide written documentation of all employees who have completed the training and are certified. Documentation must include all employees who are certified by JKM and all employees who have not completed the training and why they do not meet the requirements for certification.

(A) Annual Instructor Recertification is required to ensure the quality of training and to update Instructors on any refinements or changes in the technology. The Recertification Program enables the Center to maintain a full complement of Instructors by replacing inactive Instructors with new Instructor Candidates (who completed the in-house Basic Program) each year. In the event Center fails to remain current in its' certification or does not have or has not requested an extension, Center will be responsible for discontinuing the use of JKM's program and materials will be required to certify that JKM's program and materials have been collected and are not being used for any other purpose. Expert court testimony will only be provided to Center with Instructors holding current certification.

(B) Annual Recertification/Retraining is required to ensure the quality of training and to update Participants/Instructors on any and all refinements or changes in the technology. The Recertification Program enables the Center to maintain a full complement of Participants/Instructors by replacing inactive Participants/Instructors each year. Annual training is required for the Center to continue use of JKM's program and materials. In the event Center fails to remain current in its' certification and does not have a training extension, the Center will be responsible for discontinuing the use (and training) of JKM's program and materials. Center will be required to certify that JKM's program and materials have been collected and are not being used. Expert court testimony will only be provided to Center holding current certification.

3. Payment.

(A) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") is Fifty Thousand Four Hundred and Six Dollars (\$50,406.00) to be paid, in accordance with the completion of services as described in Appendix A. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the initial encumbrance authorized upon approval of this Agreement shall be Forty Thousand Dollars (\$40,000.00) DOLLARS. Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(B) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided, and the payment requested as consideration for such services, (b) certifies that the services rendered, and the payment requested are in accordance with this Agreement, and (c) is accompanied

by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(C) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the termination of the services hereunder and no more frequently than once a month.

(D) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(E) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement; (ii) the amount contributed by the County to the Contractor shall be denied or reduced in the proportion equal to the amount so denied or reduced; and (iii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(F) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(G) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

4. **Independent Contractor.** The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. **No Arrears or Default.** The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. **Compliance with Law.**

(A) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living

wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(B) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(C) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(D) The Contractor agrees to comply with all applicable New York State statutes and all regulations of the New York State OCFS and the rules and regulations of all other governmental agencies having jurisdiction of the operation of secure detention facilities and the care of persons placed therein. The Contractor further agrees to make best efforts to comply, on a timely basis, with requests by the designated representative of the New York State OCFS for conformity to all applicable statutes, rules and regulations.

(E) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract

or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(F) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(G) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor agrees to safeguard the confidentiality of all records, reports, data, and/or any other information obtained, gathered, reported or developed in performance of this agreement, relating to the Department's records that may be obtained by Contractor in the performance of its duties hereunder, and shall maintain the confidentiality of all such records and information, in conformity with the confidentiality requirements of the New York State Public Officer Law Sections 87, 89 and 96, the New York State Criminal Procedure Law, the New York State Family Court Act, the applicable sections of the New York State Public Health Law, New York State Mental Hygiene Law and the regulations promulgated there under, including but not limited to the confidentiality requirements of Section 390.5 of the Criminal Procedure Law of the State of New York, Section 750 of the Family Court Act of the State of New York, Social Services Law Section 136, 18 N.Y.C.R.R. 357, and 9 N.Y.C.R.R. Parts 348 and 369, and with the provisions of all applicable Federal laws and regulations or as same may, from time to time, be amended.

The Contractor agrees to limit the use or disclosure of information concerning applicants or recipients of Public Assistance to purposes connected with the Contractor's duties hereunder. The Contractor further agrees that the names and addresses of persons applying for, or receiving Public Assistance and care, shall not be included in any published report, or printed in any newspaper, or reported at any public meetings except as specifically authorized by Statute in very limited circumstances; nor shall such names and addresses and the amount received by, or expended for, such persons be disclosed except to the Commissioner of Social Services, or his authorized representative, any other body or official required to have such information properly to discharge its or his duties, or by authority of such County, City, or Town, to a person or agency considered entitled to such information. The Contractor agrees not to solicit, disclose, receive, make use of, or authorize, knowingly permit, participate in, or acquiesce in the use of any information relating to any applicant for, or recipient of Public Assistance, for commercial or political purposes.

The Contractor shall, and shall cause the Contractor's Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii)

with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor further agrees to require each of its employees, partners, officers, subcontractors, independent contractors, agents, representatives, servants, guests, patrons, students, faculty, and/or invitees, if any, assigned to the performance of duties pursuant to this agreement, to observe said requirements.

Any breach of confidentiality by the Contractor, and/or its employees, partners, officers, subcontractors, independent contractors, agents, representatives, servants, guests, patrons, students, faculty, and/or invitees, if any shall be cause for the immediate termination of this agreement. It is further agreed to and stipulated by the parties hereto, that the provisions of paragraph 6 (G) shall survive this agreement and that Contractor agrees to remain bound by the terms of said paragraph for as long as the records and/or information developed hereunder exists.

(H)Intellectual property rights. By attending or receiving access to JKM's training and/or materials, every agency and participant agrees to the following terms. This is a limited use non-exclusive services agreement, not a contract of sale. Each party agrees that it is aware that there are inherent risks associated with any physical activity, including, but not limited to, physical training in behavior management, self-defense & physical restraint. The County is fully informed of the content of the training being provided and fully accepts the inherent risks involved. In contracting for on-site programing, the County may not invite outside entities i.e. agencies, facilities or schools without JKM's prior consent.

Ownership of program and training. All property rights (including, but not limited to, the written manual, video, and performance of the verbal and physical components, techniques, team strategies, teaching methods, presentation methods and exercises, demonstrations, performances, workshops and seminars) in the manual and training program provided are owned by JKM Training, Inc., and are protected by United States Contract, Copyright, Trademark and Patent laws (International Rights Reserved), other applicable property laws, state and common laws and international treaty provisions. JKM Training, Inc. retains all rights not expressly granted. Nothing in this agreement shall grant to Agency or employee any rights, title or ownership interests in or to the Program, Training, Performance or Materials. Agency/Employee shall not remove, alter or otherwise obstruct any copyright notice, trademark notice, patent notice or other proprietary right notice placed on the Program, Program Materials or Training. You may not copy or train JKM's proprietary materials, software, training or programming, except as provided in this agreement (collectively "JKM Materials").

Misappropriation. The party receiving the JKM Training, Inc. program and training acknowledges that the Program and Training contain proprietary information developed and owned by JKM Training and agrees to treat the program as such. Trainee also agrees that he/she will not directly, indirectly or through use of a third party hire, solicit, entice, induce, recruit or employ or associate with, engage or interfere in any of JKM's business, and that Employee/Agency will take all reasonable steps to prevent all parties under its control from using, copying, altering, incorporating, modifying, marketing, making money off of, capitalizing, defaming, re-selling, lending, leasing, renting, assigning or distributing the program, goodwill and training other than as expressly authorized by this agreement (including but not limited to reverse engineering or taking components of the program and marketing them under a different name or title). Agency shall promptly notify JKM Training Inc, of any known unauthorized use and agrees to reasonably cooperate with JKM Training in any litigation including litigation brought by Program Owner against third parties reasonably necessary to protect its Program, Training, Performance, related property rights and confidential information. No cell phone pictures or recordings may be made of

JKM's program. If any pictures or recordings are made of JKM's program, they become the property of JKM.

Any requests for information about JKM's program including any requests for copies of JKM materials, by outside entities, shall be referred to JKM.

The agency may not sub-license, sell, lend, rent, transfer, assign or lease any portion of JKM's Materials (including any former versions) granted under this agreement. If the contractee is not a natural person, but is a corporation, limited liability company partnership or other legal entity, the contractee shall be responsible for ensuring that all of its employees comply with the terms and conditions of this agreement.

Training, certification and recertification. Instructor Certification is valid for one year from date of training. Instructors are decertified at the end of one year, unless extension is granted in advance by JKM Training, Inc. in anticipation of a scheduled recertification program. Annual recertification of trainers is required for an agency and trainer to maintain their certification and to teach and use JKM's program within the Agency. Agencies who are not current in their training or certification that do not have or have not requested an extension, will be responsible for discontinuing the use of JKM's program and materials and will have to certify that JKM's materials have been collected and are not being used and that JKM's program is no longer being used or taught at the Agency. Expert court testimony will only be provided to those agencies that are current on their training and licensing requirements.

7. **Minimum Service Standards.** Regardless of whether required by Law: (A) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(B) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(C) The Contractor shall submit to Department upon the final execution of this Agreement satisfactory proof of any and all certificates as may be required by the State of New York, or any of its departments, boards or agencies. Failure to acquire or maintain any such certificate shall be deemed a substantial violation of this Agreement.

8. **Indemnification; Defense; Cooperation.** (A) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a

Loss that is caused by the negligence of the County.

(B) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(C) The Contractor shall, and shall cause Contractor's Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(D) The provisions of this Section shall survive the termination of this Agreement.

9. **Insurance.** (A) **Types and Amounts.** The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim; (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(B) **Acceptability; Deductibles; Subcontractors.** All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(C) **Delivery; Coverage Change; No Inconsistent Action.** Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the

Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. **Assignment; Amendment; Waiver; Subcontracting.** This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. **Termination.** (A) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(B) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(C) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. **Accounting Procedures; Records.** The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained

electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. **Inventory.** (A) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(B) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(C) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(D) The provisions of this Section shall survive the termination of this Agreement.

14. **Limitations on Actions and Special Proceedings against the County.** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

a. **Notice.** At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

b. **Time Limitation.** Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (a) final payment under or the termination of this Agreement, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. **Work Performance Liability.** The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. **Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non-convenient. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be:

- a. in writing,
- b. delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service,
- c. deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and
- d. (i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of One Hundred and Sixty dollars (\$160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

19. **All Legal Provisions Deemed Included; Severability; Supremacy.** (A) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(B) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in

any way be affected or impaired thereby.

(C) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(D) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. **Section and Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. **Executory Clause.** Notwithstanding any other provision of this Agreement:

a. **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

b. **Availability of Funds.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

22. **Entire Agreement.** This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

JKM TRAINING, INC.

By: Jennifer Todaro
Name: Jennifer Todaro
Title: Director of Programs
Date: December 21, 2023

NASSAU COUNTY

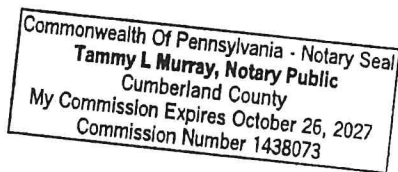
By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

)ss.:

On the 21st day of December in the year 20 before me personally came Jennifer R Todaro to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Cumberland that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

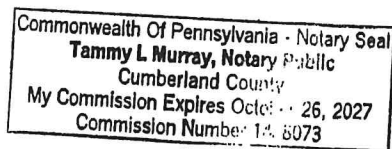
Tammy L Murray



)ss.:

On the 21 day of December in the year 2023 before me personally came Jennifer Todaro to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Cumberland; that he or she is the Director of Programs, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Tammie L Murray



)ss.:
 COUNTY OF NASSAU)

ss.:
COUNTY OF NASSAU)

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading's, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading's, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
 - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited. The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term “County Contract” shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term “County Contract” does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term “County Contractor” means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term “County Contractor” shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE “Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises” shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor’s affidavit with a notary’s signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

JOSEPH K. MULLEN, JR. (Name)
1710 RITNER HWY, STE 1 CARLISLE, PA 17013 (Address)
717-448-9890 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor__ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action_____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

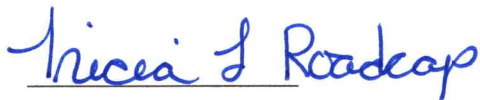
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

11/17/23
Dated

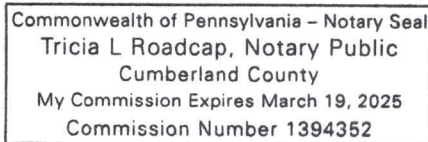

Signature of Chief Executive Officer

JOSEPH K. MULLEN, JR.
Printed Name of Chief Executive Officer

Sworn to before me this
17 day of November, 2023



Notary Public

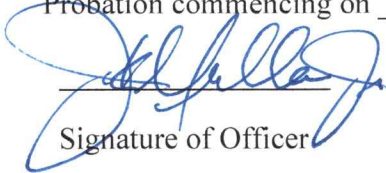


RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as the JKM Training, Inc has not been modified or rescinded and is in full force and effect as to the date hereof.

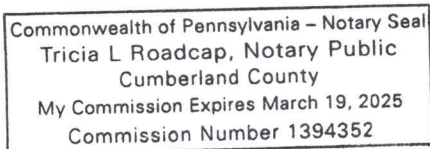
RESOLVED: That JKM TRAINING, Inc

Corporate title of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Probation commencing on NOVEMBER 17, 2023


Signature of Officer

Sworn to before me this 17
day of November 2023


NOTARY PUBLIC



APPENDIX A

JKM TRAINING, INC

1710 Ritner Hwy Ste 1 Carlisle, PA 17013 717-960-0457

info@jkmtraining.com

Safe Crisis Management



Estimate

ADDRESS

Nassau County Juvenile Detention Center Accounting
Dept
61 Carman Ave
Westbury, NY 11590

ESTIMATE 1138

DATE 01/06/2023

DESCRIPTION	QTY	RATE	AMOUNT
Year 1 Training - 2023			
SCM Staff Certification Onsite Training	1	8,780.00	8,780.00

TBD - 4 days - 2023 Times: 8:30 am - 4:00 pm
Participants: Days 1 & 2 - 40 staff Theory Only JKM Instructor: Todd Fountain

Onsite SCM Administration Training
Dates: TBD - 1 Day - 2023 (same week as above) Times: 8:30 am - 4:00 pm
JKM Instructor: Todd Fountain

1	2,195.00	2,195.00	
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Estimated Travel Expenses Trip 1:

Mileage (Current Federal Rate)	36	0.655	23.58
Locations: Jeffersonville, IN to Louisville, KY - round trip			

Airfare:	1	900.00	900.00
Airline: American Airlines			
Cities: Louisville, KY to Queens, NY - round trip			

Rental Car: Company/Location: Hertz/JFK International Airport Dates: TBD	5.50	145.00	797.50
Fuel for Rental Car Company: TBD Date: TBD	5.50	2.50	13.75
Lodging: Hotel: Hilton Garden Inn Westbury Dates: TBD	5	240.00	1,200.00
Meals: \$75.00/day	5.50	75.00	412.50
Parking: Location: Louisville Airport Dates: TBD	6	10.00	60.00

Subtotal: 14,382.33

Safe Crisis Management Instructor Certification Course Dates: TBD - 5 Days - 2023 Times: 8:30 am - 4:30 pm Number of Participants: max 18 for quoted price Course Instructor: Todd Fountain	1	10,795.00	10,795.00
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Estimated Travel Expenses Trip 2:

Mileage (Current Federal Rate) Locations: Jefferson, IN to Louisville, KY - round trip	36	0.655	23.58
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Airfare: Airline: American Airlines Cities: Louisville, KY to Queens, NY - round trip	1	900.00	900.00
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Rental Car: Company/Location: Hertz/JFK International Airport Dates: TBD	5.50	145.00	797.50
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Fuel for Rental Car Company: TBD Date: TBD	5.50	2.50	13.75
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Lodging: Hotel: Hilton Garden Inn Westbury Dates: TBD	5	240.00	1,200.00
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Meals: \$75.00/day	5.50	75.00	412.50
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Parking: Location: Louisville Airport Dates: TBD	6	10.00	60.00
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Subtotal: 14,202.33

Onsite SCM Instructor Mentoring Training Dates: TBD - 3 Days - 2023 Times: 8:30 am - 4:00 pm JKM Instructor: Todd Fountain	1	6,585.00	6,585.00
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Travel Expenses (For details, please refer to training contract (receipts attached where applicable))

Onsite SCM Administration Training Dates: TBD - 1 Day - 2023 Times: 8:30 am - 4:00 pm
JKM Instructor: Todd Fountain

1	2,195.00	2,195.00
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Estimated Travel Expenses Trip 3:

Mileage (Current Federal Rate)	36	0.655	23.58
Locations: Jeffersonville, IN to Louisville, KY - round trip			

Airfare:	1	900.00	900.00
Airline: American Airlines			
Cities: Louisville, KY to Queens, NY - round trip			

Rental Car: Company/Location: Dates:	4.50	145.00	652.50
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Fuel for Rental Car Company: TBD Date: TBD	4.50	2.50	11.25
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Lodging:	4	240.00	960.00
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Hotel: Hilton Garden Inn Westbury

Dates: TBD			
Meals: \$75.00/day	4.50	75.00	337.50

Parking:	5	10.00	50.00
Location: Louisville Airport Dates: TBD			

Subtotal: 11,714.83

Year 2 Training - 2024

Safe Crisis Management Instructor Recertification Course	1	4,450.00	4,450.00
Dates: TBD - 2 Days - 2024			
Times: 8:30 am - 4:00 pm			
Number of Participants: max 21 for quoted price Course			
Instructor: Todd Fountain			

Onsite SCM Administration Training	1	2,225.00	2,225.00
Dates: TBD - 1 Day - 2024 (same week as above) Times:			
8:30 am - 4:00 pm			
JKM Instructor: Todd Fountain			

Estimated Travel Expenses Trip 1 2024:

Mileage (Current Federal Rate)	36	0.655	23.58
Locations: Jeffersonville, IN to Louisville, KY - round trip			

Airfare:	1	1,080.00	1,080.00
Airline: American Airlines			
Cities: Louisville, KY to Queens, NY - round trip			
Rental Car: Company/Location: Dates:	4.50	165.00	742.50
Fuel for Rental Car Company: TBD Date: TBD	4.50	3.00	13.50
Lodging:	4	288.00	1,152.00
Hotel: Hilton Garden Inn Westbury Dates: TBD			
Meals: \$80.00/day	4.50	80.00	360.00
Parking:	5	12.00	60.00
Location: Louisville Airport Dates: TBD			

Subtotal: 10,106.58

SUBTOTAL

50,406.07
TAX

0.00

TOTAL

\$50,406.07

Accepted By Accepted Date

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE



JOHN PLACKIS
PROBATION DIRECTOR

NASSAU COUNTY PROBATION DEPARTMENT
400 COUNTY SEAT DR. MINEOLA NY 11501

To: Civil Service Employees Association, Nassau Local 830
Attention: Ronald Gurrieri, President
From: Department of Probation
Date: October 12, 2023
Subject: CSEA Notification of Proposed Probation Contract
Proposed Contract to provide Safe Crisis Management at the Juvenile Detention Center

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed Probation Department contract/agreement is for which has "historically and exclusively been performed by bargaining unit members". This training had previously been contracted with Handle With Care.

Probation recommends a contract/agreement with JKM Training, Inc. to provide Safe Crisis Management as mandated by New York State Office of Children and Family Services in accordance with NYCRR Title 9 Subtitle E Part 180 Juvenile Detention Family Services . The service specifically provided is "JKM Training Safe Crisis Management System" to selected staff at the Juvenile Detention Center incorporating crisis intervention, physical restraint, verbal de-escalation skills, and instructor certification training.

The projected cost of the initial two year contract term is \$51,000.00, with one additional two year term renewal. The training program would need to be continued on an ongoing basis to comply with NYS OCFS mandates.

This is notice that Probation is in compliance with Section 32 of the County/CSEA contract. Please advise within 10 days of any concerns.

Yours truly,

A handwritten signature in black ink, appearing to read "Joseph Schiliro", is written over a faint, larger version of the same signature.

Joseph Schiliro
Fiscal Officer
Nassau County Department of Probation
400 County Seat Drive
Mineola, NY 11501
jschiliro@nassaucountyny.gov
516-571-5548

cc: John Plackis, Director of Probation
Noreen Stallone, Probation Supervisor, Unit President
Glen Tuifel, Vice President Nassau Local 830



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: JKM TRAINING, INC.

2. Amount requiring NIFA approval: \$50,406.00

Amount to be encumbered: \$40,000.00

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: to Two years from date of execution

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	80	
County %	20	

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Provide Safe Crisis Management training and certification to staff at the Juvenile Detention Center as mandated by the New York State Office of Children and Family Services and in accordance with NYCRR Title 9 Subtitle E Part 180 Juvenile Detention Facilities Regulations.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months
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AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

12/26/2023

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Joseph K Mullen, Jr. [JMULLENJR@JKMTRAINING.COM]

Dated: 11/20/2023 02:57:55 pm

Vendor: JKM Training, Inc.

Title: Vice-President

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Joseph K Mullen, Sr
Date of birth: 07/11/1945
Home address: 826 Polecat Road

City: Landisburg State/Province/Territory: PA Zip/Postal Code: 17040
Country: US

Business Address: 1710 Ritner Highway, STE 1
City: Carlisle State/Province/Territory: PA Zip/Postal Code: 17013
Country: US
Telephone: 7179600457

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>10/20/1997</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>10/20/1997</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

25% Ownership of JKM Training, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph K Mullen, Sr. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph K Mullen, Sr. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

JKM Training, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph K. Mullen, Sr JMULLEN@JKMTRAINING.COM

President

Title

11/21/2023 03:13:16 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: JOSEPH K. MULLEN, JR
Date of birth: 03/13/1973
Home address: 268 CHESTNUT DR

City:	<u>SHIPPENSBURG</u>	State/Province/ Territory:	<u>PA</u>	Zip/Postal Code:	<u>17257</u>
Country:	<u>US</u>				

Business Address: 1710 RITNER HWY, STE 1

City:	<u>CARLISLE</u>	State/Province/ Territory:	<u>PA</u>	Zip/Postal Code:	<u>17013</u>
Country:	<u>US</u>				
Telephone:	<u>(717) 960-0457</u>				

Other present address(es): _____

City:	_____	State/Province/ Territory:	_____	Zip/Postal Code:	_____
Country:	_____				
Telephone:	_____				

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	<u>10/20/1997</u>
Chairman of Board	_____	Shareholder	<u>10/20/1997</u>
Chief Exec. Officer	_____	Secretary	<u>10/20/1997</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>01/02/2017</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

Joe Mullen, Jr. has 50% Ownership of JKM Training, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Joseph K Mullen, Jr. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph K Mullen, Jr. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

JKM Training, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joseph K Mullen, Jr. JMULLENJR@JKMTRAINING.COM

Vice-President

Title

11/20/2023 03:17:24 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Jennifer Todaro

Date of birth: 05/30/1969

Home address: 1104 Coppercreek Drive

City: Mechanicsburg State/Province/Territory: PA Zip/Postal Code: 17050

Country: US

Business Address: 1710 Ritner Highway

City: Carlisle State/Province/Territory: PA Zip/Postal Code: 17013

Country: US

Telephone: 7179600457

Other present address(es):

City: Carlisle State/Province/Territory: PA Zip/Postal Code: 17013

Country: US

Telephone: 7175124046

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	Treasurer	01/02/2017
Chairman of Board	Shareholder	01/02/2017
Chief Exec. Officer	Secretary	01/02/2017
Chief Financial Officer	Partner	
Vice President		
(Other)		

3. Do you have an equity interest in the business submitting the questionnaire?

YES [X] NO [] If Yes, provide details.

25% Ownership of JKM Training, Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES [] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Jennifer Todaro , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jennifer Todaro , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

JKM Training, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Jennifer Todaro JTODARO@JKMTRAINING.COM

Director of Programs

Title

11/21/2023 11:47:31 am

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 11/20/2023

1) Proposer's Legal Name: JKM TRAINING, INC.

2) Address of Place of Business: 1710 RITNER HWY, STE 1

City: CARLISLE State/Province/
Territory: PA Zip/Postal
Code: 17013

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/
Territory: _____ Zip/Postal
Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

--

4) Dun and Bradstreet number: 010589930

5) Federal I.D. Number: 232930684

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [] NO [X] If yes, please provide details:

--

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Policies in place

1 File(s) uploaded: Code of Conduct - Conflict of Interest Policy - JKM Training, Inc..pdf

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☒ NO ☐

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

10/20/1997

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

See attached

1 File(s) uploaded: 2023 - Board of Directors JKM Training.pdf

- iii) Name, address and position of all officers and directors of the company. If none, explain.

See Attached

1 File(s) uploaded: 2023 - Board & List of Directors - JKM Training .pdf

- iv) State of incorporation (if applicable);

PA

- v) The number of employees in the firm;

11

- vi) Annual revenue of firm;

2600000

- vii) Summary of relevant accomplishments

see attached

1 File(s) uploaded: Relevant Accomplishments - JKM Training.pdf

- viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: Licenses JKM Training, Inc..pdf

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

See attached.

2 File(s) uploaded: JKM Training Brochure.pdf, SCM Overview Information - 2019.pdf

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	NYC Administration for Children's Services		
Contact Person	Leslie Britt		
Address	150 William St		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(347) 461-8017		
Fax #			
E-Mail Address	Kathleen.Skowyra@acs.nyc.gov		

Company	PA Dept of Human Services / Juvenile Justice Services		
Contact Person	Ethan Davis		
Address	625 Forster St		
City	Harrisburg	State/Province/Territory	PA
Country	US		
Telephone	(717) 787-7751		
Fax #			
E-Mail Address	etdavis@pa.gov		

Company	Miami Dade County Public Schools		
Contact Person	Craig Siegel		
Address	2201 NW 207th St		
City	Miami Gardens	State/Province/Territory	FL
Country	US		
Telephone	(305) 626-3963		
Fax #			
E-Mail Address	csiegel@dadeschools.net		

I, Joseph K Mullen, Jr. , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joseph K Mullen, Jr. , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: JKM Training, Inc.

Electronically signed and certified at the date and time indicated by:
Joseph K Mullen, Jr. JMULLENJR@JKMTRAINING.COM

Vice-President
Title

11/20/2023
Date

JKM Training, Inc.
Board/Shareholders

Joseph K. Mullen, Sr., President
826 Polecat Rd
Landisburg, PA 17040

Joseph K. Mullen, Jr., Vice-President
268 Chestnut Dr
Shippensburg, PA 17257

Jennifer Todaro, Secretary/Treasurer
1104 Coppercreek Dr
Mechanicsburg, PA 17050

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: JKM TRAINING, INC.

Address: 1710 RITNER HWY, STE 1

City: CARLISLE State/Province/Territory: PA Zip/Postal Code: 17013

Country: US

2. Entity's Vendor Identification Number: 23-2930684

3. Type of Business: Closely Held Corp (specify) _____

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: 2023 - Board of Directors JKM Training.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

1 File(s) uploaded: 2023 - Board of Directors JKM Training.pdf

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Not Applicable

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Joseph K Mullen, Jr. [JMULLENJR@JKMTRAINING.COM]

Dated: 11/20/2023 03:26:30 pm

Title: Vice-President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

P.O. Box 82533 | Lincoln, NE 68501-2533

ADDRESS SERVICE REQUESTED

JENNIFER R TODARO
1104 COPPER CREEK DR
MECHANICSBURG, PA 17050-1965

July 21, 2023

Re: Policy No.: 4150665640
Insured(s): Jennifer R Todaro

Dear Ms. Todaro:

Thank you for the opportunity to be of service. As you requested, a description of your policy is enclosed for your records.

We appreciate your business and are committed to providing you with quality customer service. If you have any questions or comments, please contact your agent listed below or call us at the toll-free number above, Ext. 4279.

Sincerely,

Client Services

Enclosure

MF

Matthew C Cramer
717-530-8600

POLICY SCHEDULE

FORM NO.	FORM NAME	BENEFIT	INITIAL ANNUAL PREMIUM
I H0920 (PA)	Disability Income Policy		\$1,025.91
	Total Disability Monthly Benefit	\$1,900.00	
	Maximum Benefit Period	To Age 65	
	Elimination Period	90 consecutive days	
	Partial Disability Monthly Benefit	\$950.00	
	Maximum Partial Benefit Period	6 Months	

Some benefits of the policy qualify for the option to renew to age 75

Insured Person: JENNIFER R TODARO
Age: 46
Gender: Female
Class: Non-Tobacco

Policy Number: 4150665640
Issue Date: June 05, 2015
Initial Premium: \$1,025.91
Premium Period: 12 Months

Premium Modes:	Annual:	\$1,025.91	Quarterly:	\$270.84
	Semi-Annual:	\$523.21	Monthly:	\$89.25

**THIS IS NOT A CONTRACT BUT IS EVIDENCE THAT A CONTRACT WAS
ISSUED OR ASSUMED BY ASSURITY. P.O. BOX 82533 LINCOLN NE 68501
800-869-0355 EXT 4279**

From: [Amato, Andrew S](#)
To: [Schiliro, Joseph](#)
Cc: [Plackis, J](#); [Reyer, Arianne](#); [Robbins, L](#); [Montefinise, Thomas](#); [Jen Todaro](#)
Subject: RE: Sample Long Term Disability Information - JKM Training
Date: Tuesday, August 22, 2023 1:25:37 PM
Attachments: [image001.jpg](#)

It is fine as far as I am concerned.

From: Schiliro, Joseph <JSchiliro@nassaucountyny.gov>
Sent: Tuesday, August 22, 2023 12:17 PM
To: Amato, Andrew S <aamato@nassaucountyny.gov>
Cc: Plackis, J <jplackis@nassaucountyny.gov>; Reyer, Arianne <AREyer@nassaucountyny.gov>; Robbins, L <lrobbins@nassaucountyny.gov>; Montefinise, Thomas <TMontefinise@nassaucountyny.gov>; Jen Todaro <jtodaro@jkmtraining.com>
Subject: FW: Sample Long Term Disability Information - JKM Training

Andy-

Following up on this. Will this meet the disability requirements?

Joseph Schiliro
Fiscal Officer
Nassau County Department of Probation
400 County Seat Drive
Mineola, NY 11501
Office: 516-571-5548
Cell: 516-578-7506
jschiliro@nassaucountyny.gov

From: Schiliro, Joseph
Sent: Friday, August 11, 2023 10:19 AM
To: Amato, Andrew S <aamato@nassaucountyny.gov>
Cc: Plackis, J <jplackis@nassaucountyny.gov>; Reyer, Arianne <AREyer@nassaucountyny.gov>; Robbins, L <lrobbins@nassaucountyny.gov>; Montefinise, Thomas <TMontefinise@nassaucountyny.gov>; Jen Todaro <jtodaro@jkmtraining.com>
Subject: FW: Sample Long Term Disability Information - JKM Training

Andy-

Any update on this?

Joseph Schiliro
Fiscal Officer
Nassau County Department of Probation
400 County Seat Drive
Mineola, NY 11501
Office: 516-571-5548

Cell: 516-578-7506

jschiliro@nassaucountyny.gov

From: Schiliro, Joseph

Sent: Thursday, July 27, 2023 4:38 PM

To: Amato, Andrew S <aamato@nassaucountyny.gov>

Cc: Plackis, J <jplackis@nassaucountyny.gov>; Reyer, Arianne <AReyer@nassaucountyny.gov>;

Robbins, L <lrobbins@nassaucountyny.gov>; Montefinise, Thomas

<TMontefinise@nassaucountyny.gov>; Jen Todaro <jtodaro@jkmtraining.com>

Subject: FW: Sample Long Term Disability Information - JKM Training

Andy-

Attached is sample policy from JKM Training.

Joseph Schiliro

Fiscal Officer

Nassau County Department of Probation

400 County Seat Drive

Mineola, NY 11501

Office: 516-571-5548

Cell: 516-578-7506

jschiliro@nassaucountyny.gov

From: Jen Todaro <jtodaro@jkmtraining.com>

Sent: Thursday, July 27, 2023 2:05 PM

To: Schiliro, Joseph <JSchiliro@nassaucountyny.gov>

Subject: Sample Long Term Disability Information

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Hi Joseph,

Attached is a of sample long term disability policy.

Thanks,

Jen

Jennifer Todaro

Director of Programs

JKM Training, Inc.

Safe Crisis Management Training Programs

1710 Ritner Highway

Carlisle, PA 17013

717-960-0457 (p)

717-960-0458 (f)

<http://www.safecrisismanagement.com>

Disclaimer: This message (and any attachments) is confidential and is intended only for the addressee(s). This message may contain information that is protected by one or more legally recognized privileges. If the reader of this message is not the intended recipient, I did not intend to waive, and I do not waive, any legal privilege or the confidentiality of the message. If you receive this message in error, please notify me immediately by return e-mail and delete this message from your computer and network without saving it in any manner. The unauthorized use, dissemination, distribution, or reproduction of this message, including attachments, is prohibited and may be unlawful.

From: Inforce Administration <clientservices@assurity.com>

Sent: Friday, July 21, 2023 8:51 AM

To: Jen Todaro <jtodaro@jkmtraining.com>

Subject: Policy Information for Jennifer Todaro zixencrypt MF

Good morning,

Please find the following requested information. If you need further assistance please feel free to contact us at the toll free number listed below, or email clientservices@assurity.com.

Thank you,



2000 Q ST | PO BOX 82533 | LINCOLN, NE 68501-2533
TEL (800) 869-0355

Assurity is committed to protecting everyone's nonpublic personal information. Nonpublic personal information includes (but is not limited to): Social Security numbers, other tax identification numbers, passwords, health information or financial information (such as account numbers and credit/debit card numbers). We encourage you to use our ZixCorp secure email solution to transmit any nonpublic personal information. Please [click here](#) to access the ZixCorp secure email solution.

Assurity is a marketing name for the mutual holding company Assurity Group, Inc. and its subsidiaries. Those subsidiaries include but are not limited to: Assurity Life Insurance Company and Assurity Life Insurance Company of New York. Insurance products and services are offered by Assurity Life Insurance Company in all states except New York. In New York, insurance products and services are offered by Assurity Life Insurance Company of New York, Albany, NY. Product availability features and rates may vary by state.



JKMTRAI-01

X00GBALAVENKAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2023

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

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

PRODUCER AP Benefit Advisors, LLC - West Chester 575 E Swedesford Rd, Suite 200 Wayne, PA 19087	CONTACT NAME: Marijo Thompson	
	PHONE (A/C, No, Ext): (570) 277-1438	
	FAX (A/C, No):	
	E-MAIL ADDRESS: Marijo.Thompson@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Underwriters at Lloyds, London (KY)	32727
INSURED JKM Training, Inc. 1710 Ritner Highway Suite 1 Carlisle, PA 17013	INSURER B : Hartford Casualty Insurance Co	29424
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			W31C30220101	3/23/2023	3/23/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	44WECZM3151	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liabili			W31C30220101	3/23/2023	3/23/2024	General Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

JKM Training, Inc. 1710 Ritner Highway Suite 1 Carlisle, PA 17013	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



JKMTRAI-01

X00GGOWDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2023

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

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

PRODUCER AP Benefit Advisors, LLC - West Chester 575 E Swedesford Rd, Suite 200 Wayne, PA 19087	CONTACT NAME: Jeff Teufel	
	PHONE (A/C, No, Ext): (610) 363-7999	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED JKM Training, Inc. 1710 Ritner Highway Suite 1 Carlisle, PA 17013	INSURER A : Underwriters at Lloyds, London (KY)	
	INSURER B : Hartford Casualty Insurance Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

CERTIFICATE HOLDER

CANCELLATION

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AUTHORIZED REPRESENTATIVE