

**INTERAGENCY AGREEMENT  
U.S. DEPARTMENT OF ENERGY  
AND  
U.S. DEPARTMENT OF LABOR**

I. PURPOSE

The purpose of this agreement is for the U. S. Department of Labor's (DOL) Occupational Safety and Health Administration (OSHA) Directorate of Federal-State Operations (FSO) to provide assistance to the U. S. Department of Energy's (DOE) Office of Occupational Safety (EH-31) in the development of the DOE Voluntary Protection Program (DOE-VPP) at Government-Owned-or-Leased Contractor-Operated (GOCO) facilities.

II. BACKGROUND

On August 10, 1992, OSHA and DOE entered into a Memorandum of Understanding (MOU) which formalized the working relationship and clarified jurisdiction between the two agencies. The MOU provides for information and personnel exchange, program evaluations, consultation, and working arrangements. It specifies that any request for technical assistance and/or consultation which involves a commitment of resources will require a specific Interagency Agreement between the parties covering the scope of work, timing, and reimbursement.

III. SCOPE OF AGREEMENT

A. Personnel Exchange:

DOE and OSHA intend to exchange personnel to serve on OSHA VPP and DOE-VPP evaluation teams for the purpose of off-site and on-site review, evaluation, and ultimate recommendation for approval of a worksite applying for participation in these VPPs. For example, DOE (EH-31) may provide DOE personnel and/or DOE contract support personnel to serve on an OSHA VPP team conducting an evaluation of a safety and health program at a participating or potential OSHA VPP site. Likewise, DOL (OSHA-VPP) may provide OSHA personnel to assist in evaluating a safety and health program at a DOE Government-Owned-or-Leased Contractor-Operated (GOCO) facility applying for participation or continuation in the DOE-VPP.

Custody and control of records and evidence will be the responsibility of the agency conducting the program evaluation.

B. Onsite Support

DOE (EH-31) will provide **OSHA** an individual for **onsite** support at the OSHA National Office for a period mutually agreed upon by both agencies. The duties of that individual will be directed by DOE and will be focused on VPP activities which will benefit both agencies.

In addition, DOE EH-31 agrees to furnish three **(3)**, three-member teams (Safety and Health Manager, Safety Specialist, and Industrial Hygienist) to assist **OSHA** VPP in **onsite** evaluations of **OSHA** VPP applicant sites and existing **OSHA** VPP sites. A program plan setting forth the assistance logistics of up to nine (9) site visits beginning not earlier than October 1, 1993 and ending September 30, 1994, shall be developed as mutually agreed upon by both parties.

OSHA's Federal-State Operations agrees to furnish a team leader from the VPP National staff and/or a Regional representative from the appropriate Region for assisting DOE teams in the evaluation of up to four (4) DOE-VPP sites beginning in the second quarter of FY 94.

C. Transfer of Authority

DOE's EH-31 and **OSHA's** Federal-State Operations agree to develop and implement a cooperative process for sanctioning future DOE-VPP sites under OSHA's VPP. At a minimum, the following is agreed to by the two parties.

Prior to any transfer of authority of DOE to **OSHA**, DOE shall submit to **OSHA's** Federal-State Operations basic site information for each DOE-VPP participant at the time of approval, and thereafter submit appropriate status reports.

If there is a change in jurisdiction which would result in transferring DOE authority to **OSHA**, **OSHA** agrees that those approved DOE-VPP sites will be deleted from **OSHA's** enforcement inspection schedules until appropriate reviews of files and recommendations regarding each site's OSHA VPP status can be made by Federal OSHA.

Normal **OSHA** enforcement **procedures** shall apply at sites regarding any fatalities and catastrophes, employee complaints, and significant chemical spills or leaks.

Upon authority transfer from DOE to **OSHA**, DOE agrees to expeditiously forward the files of those DOE **approved** VPP sites to the appropriate **OSHA** Regional offices with copies to **OSHA's** Federal State Operations for appropriate actions.

#### IV, WORKING ARRANGEMENTS

##### A. Funding:

Each agency shall incur all costs of salaries, benefits, and other direct **or** indirect costs involved in the assignment of personnel to implement **this** agreement.

##### B. Official Time and Attendance:

Each agency shall be responsible for official **timekeeping** for personnel assigned to **implement** the terms of this agreement. Applicable **rules** and regulations of each agency shall apply. Personnel **assigned** to implement this agreement  shall remain under the administrative control of their agency.

##### C. Travel:

DOE will be responsible for all **costs associated** with **required** travel for DOE personnel or DOE **contract** support personnel in the implementation and operation of this agreement.

Travel **costs** for DOL (**OSHA**) personnel assisting in DOE GOCO **safety** and health program evaluations will be fully funded by DOE, subject to the availability of **funds**. The travel authorizations and other necessary **arrangements** for the travel of **OSHA personnel** to DOE **VPP sites** and other travel of **OSHA personnel** for the purpose of assisting DOE in the implementation **and** operation of this agreement will be prepared and **processed** by DOE for reimbursement to the traveler.

D. Administration:

Activities involving VPP issues shall be coordinated between DOE's Division of Technical Support, Office of Occupational Safety, and OSHA's Office of Cooperative Programs, Directorate of Federal-State Operations.

V. DISPUTE RESOLUTION

Resolution of disputes will initially be handled by discussion between DOE's EH-31, and OSHA's Directorate of Federal-State Operations. If a mutually acceptable resolution cannot be reached, the dispute will be elevated to the Assistant Secretary for Environment, Safety and Health, DOE, and the Assistant Secretary for Occupational Safety and Health, DOL.

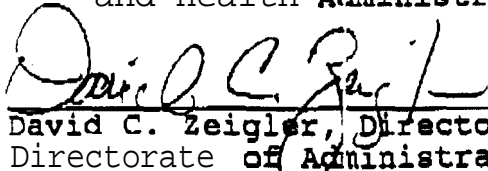
VI. EFFECTIVE DATE, AMENDMENT, AND TERMINATION

This agreement is effective from the date of final signature, for a period not to exceed 3 years, or until otherwise amended, canceled or reauthorized. It may be modified or amended by formal written notice from either party if there is joint agreement on the proposed modification as evidenced by the signatures of designated officials representing both parties. Any amendment(s) are effective as of the date of the final signature.

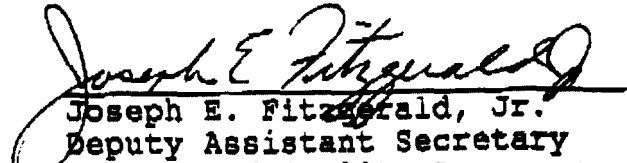
This agreement may be terminated upon written notification by either agency to the other. A written notice of intent to terminate the agreement shall be served 90 days prior to the actual date of termination.

The following signatures constitute acceptance of this agreement by the Department of Labor and the Department of Energy:

U.S. Department of Labor  
The Occupational Safety  
and Health Administration

  
David C. Zeigler, Director  
Directorate of Administrative  
Programs

U.S. Department of Energy  
Office of Environment, Safety  
and Health

  
Joseph E. Fitzgerald, Jr.  
Deputy Assistant Secretary  
Safety and Quality Assurance

Date: January 25, 1994

Date: December 21, 1993