



OSHA NOTICE

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

DIRECTIVE NUMBER: 09-03 (CSP 02)

EFFECTIVE DATE: 4/20/09

SUBJECT: FY 2010 On-site Consultation Cooperative Agreement Application Instructions for States under Federal OSHA Enforcement Jurisdiction.

ABSTRACT

- Purpose:** This Notice provides instructions and forms that are necessary for the preparation of a FY 2010 On-site Consultation Cooperative Agreement Application for states under federal enforcement jurisdiction and the states and territories that have Section 23(g) Public Employee Only Plans.
- Scope:** This Notice applies to all states under federal OSHA enforcement jurisdiction and the states and territories that have Section 23(g) Public Employee Only Plans that operate an On-site Consultation Project under Section 21(d) of the Occupational Safety and Health (OSH) Act of 1970.
- References:** OSHA Instruction CSP 02-00-002, Consultation Policies and Procedures Manual (CPPM); 29 Code of Federal Regulations (CFR) 1908, Cooperative Agreements; Occupational Safety and Health Administration Annual Operating Plan for FY 2009; 29 CFR, Part 95, Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and With Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments, and International Organizations; 29 CFR, Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Grants and Cooperative Agreements with State and Local Governments (OMB Circular A-102); Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87, Relocated to 2 CFR, Part 225); and Cost Principles for Educational Institutions (OMB Circular A-21, Relocated to 2 CFR, Part 220).
- Cancellations:** None.
- Expiration Date:** This Notice expires on September 30, 2010.
- State Impact:** On-site Consultation Projects operating Cooperative Agreements under Section 21(d) of the OSH Act of 1970 in states under federal OSHA enforcement jurisdiction and in the states and territories that have Section

23(g) Public Employee Only Plans are required to follow the instructions outlined in this Notice.

Action Offices: National, Regional, and State Offices.

Originating Office: Directorate of Cooperative and State Programs (DCSP).

Contact: Office of Small Business Assistance (OSBA)
Directorate of Cooperative and State Programs
USDOL-OSHA
Frances Perkins Building, Room N-3660
200 Constitution Avenue, N.W.
Washington, DC 20210
(202) 693-2220

By and Under the Authority of

Jordan Barab
Acting Assistant Secretary

Executive Summary

This Notice provides instructions and forms that are necessary for the preparation of a FY 2010 On-site Consultation Cooperative Agreement Application for states under federal OSHA enforcement jurisdiction and the states and territories that have Section 23(g) Public Employee Only Plans.

Significant Changes

1. States no longer need to submit the PSC 272 report. The Federal Financial Report (FFR) will consolidate the SF 269 and PSC 272 reports. The FFR will be migrated to DOL E-grants when it is available.
2. The Regional Office memorandum recommending grant approval is due August 21, 2009. The State must submit the electronic application in Grants.gov on or before August 14, 2009.
3. Conditions and Restrictions for both 21(d) and 23(g) grants have been revised to clarify a number of Information Technology issues and to specifically require that States not participating in OSHANet install encryption software that meets Office of Management and Budget (OMB) and Department of Labor (DOL) requirements for protection of sensitive information by December 31, 2009
4. Restrictions and Conditions for Consultation Programs have been revised to require that employers' requests for extensions of time to correct hazards must be in writing.
5. Consultation Projects must now independently track the training offered by the project and make such information available to the Region upon request.
6. Failure to comply with requirements found in the OSH Act, 29 CFR 1908, the Consultation Policies and Procedures Manual, this Cooperative Agreement or other reporting requirements (such as MARC reports) may result in penalties as identified in 29 CFR 95.62 and 29 CFR 97.43.
7. Appendix P has been added including the Purchasing Hardware and Software Checklist and the OSHANET Rules of Behavior.
8. States should include funding in their grant applications for the travel associated with anticipated OIS training and for implementation of the OIS system.

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On-site Consultation Cooperative Agreement Application for FY 2010

- I. Purpose. This Notice provides instructions and forms that are necessary for the preparation of a FY 2010 On-site Consultation Cooperative Agreement Application for states under federal OSHA enforcement jurisdiction and the states and territories that have Section 23(g) Public Employee Only Plans.
- II. Scope. This Notice applies to all states under federal OSHA enforcement jurisdiction and the states and territories that have Section 23(g) Public Employee Only Plans that operate an On-site Consultation Project under Section 21(d) of the Occupational Safety and Health (OSH) Act of 1970.
- III. References.
 - A. OSHA Instruction CSP 02-00-002, Consultation Policies and Procedures Manual (CPPM).
 - B. 29 Code of Federal Regulations (CFR), Part 1908, Cooperative Agreements.
 - C. Occupational Safety and Health Administration Annual Operating Plan for FY 2008.
 - D. 29 CFR, Part 95, Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, and With Commercial Organizations, Foreign Governments, Organizations Under the Jurisdiction of Foreign Governments, and International Organizations.
 - E. 29 CFR, Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - F. Grants and Cooperative Agreements with State and Local Governments (OMB Circular A-102).
 - G. Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87, Relocated to 2 CFR, Part 225).
 - H. Cost Principles for Educational Institutions (OMB Circular A-21, Relocated to 2 CFR, Part 220).
- IV. Expiration Date. This Notice expires on September 30, 2010.
- V. Action Information.
 - A. Responsible Offices. Directorate of Cooperative and State Programs (DCSP), Office of Small Business Assistance (OSBA), Office of State Programs (OSP); Directorate of Administrative Programs; Assistant Secretary.

B. Action Offices.

1. National Office. The National Office is responsible for the review and approval of Cooperative Agreement applications that satisfactorily meet all federally required financial, operational, and policy requirements.
 - a. Directorate of Cooperative and State Programs. OSBA is responsible for the administration of the Consultation Program. OSBA will review all components of the Cooperative Agreement Application and identify any deficiencies that need to be rectified before granting approval.
 - b. Directorate of Administrative Programs (DAP). The Division of Grants Management within DAP is responsible for reviewing all financial documents for accuracy, posting funding award levels in the Payment Management System, transmitting the award letters to each recipient, and administering the financial aspects of the Cooperative Agreement.
2. Regional Offices. Throughout the application and review process, the Regional Administrator remains the point of contact with the Project. Regional Administrators will provide assistance and negotiate the proposed Consultation Project activity levels with the On-site Consultation Project Manager. Each Regional Consultation Project Officer should coordinate with the National Office personnel assigned to review the Consultation Annual Project Plan (CAPP) for Projects under their jurisdiction to ensure a timely review and approval. By August 21, 2009, Regional Administrators must submit to the National Office a transmittal memorandum for each Cooperative Agreement application within their jurisdiction, reflecting recommendations for either approval or disapproval of the application after it has been submitted to Grants.gov. In addition, the transmittal memorandum must reflect the Region's assessment of any unresolved issues in the application and any questionable items along with specific suggested language for any restrictions which should be placed on the Cooperative Agreement. The memorandum should be based on the Region's review of the final application submitted via grants.gov.
3. States. On-site Consultation Project Managers are responsible for the facilitation of discussions with the Regional Office regarding the content of the CAPP. On-site Consultation Project Managers are also responsible for the completion and submission of the On-site Consultation Agreement Application in a timely manner.

VI. State Impact. States under federal OSHA enforcement jurisdiction operating Cooperative Agreements under Section 21(d) of the OSH Act and the states and territories that have Section 23(g) Public Employee Only Plans are required to follow the instructions outlined in this Notice.

VII. Significant Changes.

- A. States no longer need to submit the PSC 272. The Federal Financial Report (FFR) will consolidate the SF 269 and PSC 272 reports. The FFR will be migrated to DOL E-grants when it is available.
- B. The Regional Office memorandum recommending grant approval is due August 21, 2009. The State must submit the electronic application in Grants.gov on or before August 14, 2009.
- C. Revised Conditions and Restrictions for both 21(d) and 23(g) require installation of encryption software that meets OMB and Department of Labor requirements in order to protect sensitive information.
- D. Under the Restrictions and Conditions Section, greater emphasis is placed on the need for requests for extensions to be in writing.
- E. Consultation Projects must now independently track the training offered by the project and make such information available to the Region upon request.
- F. Failure to comply with requirements found in the OSH Act, 29 CFR 1908, the Consultation Policies and Procedures Manual, this Cooperative Agreement or other reporting requirements (such as MARC reports) may result in penalties as identified in 29 CFR 95.62 and 29 CFR 97.43.
- G. Appendix P has been added including the Purchasing Hardware and Software Checklist and the OSHANET Rules of Behavior.
- H. States should include funding in their grant applications for the travel associated with anticipated OIS training and for implementation of the OIS system.

VIII. Required Application Components. On-site Consultation Project Managers must ensure that all required application components are completed, approved by their Regional Administrator, and submitted via Grants.gov on or before the application due date. *See* Appendix B for a checklist of the required documents for the Agreement application package.

The On-site Consultation Cooperative Agreement Application package consists of the following components:

- A. Consultation Annual Project Plan (CAPP). The CAPP describes in detail how an On-site Consultation Project's activities will support the OSHA Annual Operating Plan during the forthcoming year.
 - 1. The CAPP must address each area of emphasis in the OSHA Annual Operating Plan that the Project Manager in consultation with the Regional representative(s) will undertake, outlining both strategies and expected results, *See* Appendix E.
 - 2. The CAPP must include: a) an organizational chart, b) staffing chart, c) a description of any changes in the On-site Consultation Project's status, d)

a detailed operational description identifying the year's strategies, activities and their intended outcomes, e) a projected program activities chart, f) a description of strategy and targets for promoting On-site Consultation and SHARP, and g) a detailed description of any changes to a Project's Internal Quality Assurance program. *See* Appendix B for a checklist of required documents.

3. The On-site Consultation Project Manager should send a draft CAPP and financial documents to the Regional Office to facilitate the preliminary discussion which should take place in the third quarter of the fiscal year. Further discussions or negotiations regarding the content of the CAPP must be managed to ensure consensus and submission of the CAPP on or before the designated deadline.

- B. Financial Documents. Each application must include a prepared Cooperative Agreement (Form OSHA-110) and the Application for Federal Assistance and Budget Information Non-Construction Programs (SF-424 and SF-424A).

A copy of the Cooperative Agreement Form OSHA-110 is available on the Consultation Limited Access Page and in Appendix L. The Application for Federal Assistance and Budget Information Non-Construction Programs (SF-424 and SF-424A) is available on the Grants.gov website. However, as a courtesy, links to and copies of these documents are provided in Appendices L, M, N, and O of this Notice. Please note that the links to the SF-424 and SF-424A are provided to assist you in preparing the application. The actual documents must be completed by accessing the application package found on Grants.gov.

Accuracy of the financial documents is critical for the timely approval of the Cooperative Agreement. Applications containing deficiencies will not be approved. Any application which is not in accordance with this Notice will be returned for correction.

The following information provides guidance for the completion of the required financial documentation.

1. Funding Levels. All amounts entered in the Cooperative Agreement (Form OSHA-110), the Application for Federal Assistance (SF-424) and the related worksheet(s) must be based on the FY 2009 final base awards. Any change in FY 2010 funding for On-site Consultation will be processed through a Cooperative Agreement amendment. States unable to meet the required matching funds for the FY 2009 award level should complete the application to reflect the award level which it can match.
2. Administrative Cap. OSHA will continue the current 25 percent ceiling restriction on administrative costs. This requires that no more than 25 percent of the total funding amount may be budgeted toward administrative costs. Any deviation from this restriction requires prior approval from the Directors of DCSP and DAP.

3. Salary Target. Each project must devote a minimum of 50 percent of the grant amount (90/10 total) toward consultant salaries and fringe benefits. Project Managers unable to meet this target must provide a written explanation of the reason they cannot meet this goal.
4. Computer Purchases. Projects **must** consult with the Directorate of Information Technology (DIT), and receive approval from DCSP, prior to purchasing computers using Section 21(d) funds, whether or not such computers are connected to the OSHA system. Computers must conform to particular OSHA hardware and software specifications. It is the responsibility of the On-site Consultation Project Manager to contact the Directorate of Information Technology (DIT) 60 or more days in advance of the purchase of new computer equipment for the latest specifications to ensure new hardware specifications meet the requirements necessary to run or operate OSHA Applications.
5. Computer Security. All system users (OSHANet and other OSHA applications) must adhere to Federal, Department of Labor (DOL), and OSHA computer security policies, procedures, and processes. All system users (OSHANet and other OSHA applications) must annually sign Rules of Behavior. All OSHA system users must complete the USDOL Annual Computer Security Awareness Training (CSAT) and federally mandated or DOL-required computer security training to be specified, within the required time frame.
6. Minimum Staffing. At least four professional, full-time equivalents (FTEs)—two full-time safety specialists and two full-time industrial hygienists or their equivalents—must be included in each Project’s personnel plan. All of the Project’s consultants must be employed at least 50 percent of their time in the On-site Consultation Program and must spend at least 50 percent of their time engaged in Consultation Program activity. **Any deviation from this minimum must receive prior written approval from the Director of DCSP.**
7. OSHA Restrictions and Conditions. The state designees’ signature on this document certifies that the recipient will be in compliance with the assurances and certifications, lobbying restrictions, and OSHA-specific restrictions and conditions. Potential consequences for noncompliance with any of the grant conditions can be found in 29 CFR 95.62 and 29 CFR 97.43.

IX. Application Format and Submission. All Cooperative Agreement applications must be submitted electronically using the Grants.gov system.

- A. States must ensure that their registration information is up-to-date in Grants.gov. The Organization Registration Checklist can be found at:
http://www.grants.gov/assets/Organization_Steps_Complete_Registration.pdf.
- B. Applications will be accepted in Grants.gov beginning July 20, 2009 for the

performance period beginning October 1, 2009 and ending September 30, 2010.

- C. To download the Grants.gov application package go to:
http://www.grants.gov/applicants/apply_for_grants.jsp.
- D. For documents requiring signatures, applicant should submit a scanned signed copy as an attachment for the electronic grant application. Documents should not be submitted online until the Region has directed the Consultation Project to do so.
- E. Grants.gov requires completion of forms SF-424 and SF-424A online. All other documents in the OSHA grant applications must be submitted as attachments.
- F. Acceptable formats for document attachments submitted as part of a Grants.gov application are Microsoft Office 2003 and Adobe Reader. Attachments are limited to 15 documents in Grants.gov. For attachments, it is preferred that applicants scan the documents into one Adobe Acrobat file that can be attached to the Grants.gov application; however, applicants may attach the documents as individual files in the specified formats.
- G. For Section 21(d), applicants will submit the SF-424 and SF-424A reflecting Section 21(d) funding under Funding Opportunity Number **OSHA-21D-2010-001**.
- H. Replacement pages cannot be submitted through Grants.gov. If an application requires replacement pages, the National and Regional Offices will coordinate the submission of replacement pages with the applicant. These pages can be submitted via e-mail or fax.
- X. Submission Deadline. Complete Cooperative Agreement applications, including CAPPs and financial documents, are due in Grants.gov on or before **August 14, 2009**. The Office of Management and Budget (OMB) Circulars A-102 and A-110 require that Cooperative Agreement awards be made at least 10 days prior to the beginning of the Cooperative Agreement period. The Regional Administrator must work with the Projects to review the entire application offline before the final package is submitted via Grants.gov.
- XI. Approval Notification. Final Cooperative Agreement approval letters are to be expected by September 19, 2009.
- XII. Regional Administrator's Review of Application. The Regional Administrator (RA) is responsible for conducting a joint review of the CAPP with the National Office. By August 21, 2009, the RA must transmit a memorandum containing an assessment of the Cooperative Agreement Application to the Director of DCSP, Attn: OSBA, with a courtesy copy furnished to the Division of Grants Management. The memorandum should be based on the Region's review of the final application submitted via grants.gov. The Regional Administrator does not need to include a copy of the application since the application will be available in DOL E-Grants.

In reviewing the application, the RA will pay particular attention to the following components:

A. Consultation Annual Project Plan (CAPP)

1. The RA will review the CAPP to ensure that the plan submitted by the Project Manager conforms to the previously agreed upon plan elements. The RA will be particularly sensitive to issues that have been discussed during the quarterly meetings and ensure that they are addressed satisfactorily.
2. The RA should encourage and support the Project Manager in the marketing of the On-site Consultation Program by combining resources, where possible, to ensure that employers in the state are familiar with services provided by the On-site Consultation Program.

B. Financial Documents

1. The RA should ensure that the Project has budgeted for the personnel requirements of two safety specialists and two industrial hygienists, or four full-time professional positions, and that all safety and health staff spend a minimum of 50 percent of their time working on consultation activities. A transmittal memorandum with detailed explanation(s) and a copy of DCSP approval of deviation must be provided if the Project budget does not meet personnel and staffing requirements.
2. The RA should ensure that the Cooperative Agreement Form OSHA-110, Application for Federal Assistance SF-424, Budget Information for Non-Construction programs SF-424A, and related financial documents are complete and accurate.

XIII. National Office Review.

- A. Directorate of Cooperative and State Programs (DCSP). OSBA staff will review and discuss any deficiencies in each CAPP with the Regional Consultation Project Officer. Additionally, the Director of DCSP will have approval authority relating to deviations from the Cooperative Agreement.
- B. Directorate of Administrative Programs (DAP). The Division of Grants Management staff will review and discuss any financial deficiencies with Regional financial staff. Additionally, DAP will post funding award levels in the Payment Management System and administer the financial aspects of the Cooperative Agreement.

APPENDIX A
**Cooperative Agreement for OSHA On-site Consultation under Sections 21(c) and 21(d) of
the Occupational Safety and Health Act of 1970**

Between the State/Commonwealth/Jurisdiction of _____ and
the Occupational Safety and Health Administration (OSHA), United States Department of Labor.

I. AUTHORITY AND PARTIES TO AGREEMENT

A. Pursuant to Sections 21(c) and 21(d) of the Occupational Safety and Health Act of 1970 (the Act), it is hereby agreed that the Assistant Secretary of Labor for Occupational Safety and Health (Assistant Secretary) and the _____ (the State)—which affirms that it has been authorized by the Governor to enter into this agreement with full power to perform the obligations hereunder and to receive and expend Federal funds as well as state funds as required herein—will execute all provisions of this agreement.

B. Nothing herein shall preclude the Assistant Secretary from exercising Federal responsibility and authority under the Act or preclude the State from exercising its responsibility and authority under state law when not in conflict with the Federal Act and the terms of this agreement.

II. AGREEMENT TERMS

A. Either party may terminate this agreement upon 30 days notice to the other party.

B. It is agreed by both parties that substantive work and costs incurred under this agreement will be managed and scheduled in a manner to assure adequate program coverage and activity throughout the entire 12-month performance period, without the necessity of requesting a budget modification to increase the amount of Federal funds authorized.

C. This Agreement incorporates the following documents, which the State has agreed to submit.

1. Application for Federal Assistance (SF-424)
2. Budget Information--Non-Construction Programs (SF-424A)
3. Cooperative Agreement (Form OSHA-110)
4. Assurances and Certifications, Lobbying Restrictions, and OSHA Restrictions and Conditions
5. Approved On-site Consultation Equipment Procurement Listing
6. Performance Projections
7. Annual Training Plan
8. Accompanied Visit Plan
9. Supporting Details of Anticipated Costs

D. Any and all substantive modifications to the conditions and terms stated in this agreement shall be reduced to writing as amendments, numbered and signed by both principal parties to this agreement.

III. PURPOSE AND SCOPE

A. The State shall provide consultation services, including training and education, whereby employers, particularly those with smaller businesses and with high-hazard workplaces (as defined or approved by OSHA), receive assistance in:

- (1) Identifying any safety and health hazards in their workplaces,
- (2) Controlling or eliminating these hazards successfully,
- (3) Establishing or improving a workplace safety and health program,
- (4) Understanding all requirements of applicable Federal (or State) law and implementing regulations.

B. The statewide project operated under this agreement shall conform fully with the requirements in the Code of Federal Regulations (29 CFR 1908), all related formal directives issued by the Assistant Secretary, and the appendices attached to this agreement.

IV. REIMBURSEMENT

The Assistant Secretary will reimburse the State 100 percent of the allowable costs of all OSHA required or approved training and out-of-state travel. All other allowable training costs, and related travel and per diem, will be reimbursed at 90 percent. All such training, travel and per diem must be directly related to the activity performed under this agreement.

V. ALLOCATION OF COSTS

The **Supporting Details of Anticipated Costs** that itemizes the costs by category (Consultation and Administration) and object class shall be submitted with the application (a sample outline is provided in Appendices N and O of this Notice). The Supporting Details of Anticipated Costs should correspond to the information on the Application for Federal Assistance and Budget Information—Non-Construction Programs (SF-424 and SF-424A). In order to ensure uniformity and comparability among agreement submissions, Consultation and Administration costs shall be determined and set forth as follows:

- A. **Consultation.** Consultation costs consist of all direct costs associated with the immediate delivery of consultative services to employers and employees. Costs include but are not limited to: the salaries and fringe benefits of On-site Consultation staff engaged in promotion, scheduling, visit preparation, hazard identification, program assistance, training and education, off-site assistance, report preparation, correction verification and similar authorized consultative activities; and related materials, supplies, equipment and staff training. They also include the consultation portion of total computer costs. Computer costs should be distributed between consultation and administration in the proportion to which computer services support each function. On-site Consultation staff include safety consultants, health consultants, consultant trainees and consultant trainers who meet the minimum qualifications defined in 29 CFR 1908.8(b). Also included are costs of immediate first-level consultant supervisors, except those costs associated with

accompanied visit activity. Additionally, costs of direct clerical support to consultants and first-level consultant supervisors are charged to Consultation.

- B. Administration.** Administrative costs consist of all direct costs and indirect costs associated with the management and support of the On-site Consultation Program. These costs include but are not limited to: the salaries and fringe benefits of personnel engaged in executive, fiscal, data collection, personnel, legal, audit, procurement, data processing, communications, maintenance, related materials, supplies, equipment and staff training. They also include the administration portion of total computer costs (computer costs should be distributed between consultation and administration in the proportion to which computer services support each function). In addition, administrative costs extend to the salaries and fringe benefits of direct program management positions such as project directors, program monitors and program review officers; and costs of direct clerical support to these positions.
- C.** The chart below should be used as a framework to correctly itemize anticipated costs within the appropriate category. The anticipated costs are to be listed under the categories below and charged as follows:

Anticipated Cost	Consultation	Administration
<i>POSITIONS COVERED</i>	Safety consultant (S), safety consultant trainee (TS), safety supervisor (S/S), industrial hygiene consultant (H), industrial hygiene consultant trainee (TH), industrial hygiene supervisor (H/S) and direct clerical support (SEC) to these positions.	Salaries of positions for management (MGT) and direct clerical support (SEC) to these positions.
<i>PERSONNEL</i>	<p><i>Salaries for positions listed in Consultation:</i></p> <p>For consultants and first-level consultant supervisors who also serve in a managerial capacity for the project, salary costs shall be distributed between Administration and Consultation in proportion to the percent of time spent in performing (1) program management, (2) consultant and/or (3) consultant supervisory activities. Salaries reflecting (a) consultant time should be listed separately from salaries reflecting (b) time providing first-level supervision to consultants and salaries of clerical staff that provide direct support to consultants and consultant supervisors.</p>	<p><i>Salaries for positions listed in Administration:</i></p> <p>For management personnel who also serve as consultants and/or consultant supervisors, salary costs must be distributed between Administration and Consultation in proportion to the percentage of time spent in performing (1) program management, (2) consultant duties, and/or (3) supervision of consultants.</p>

Anticipated Cost	Consultation	Administration
<p><i>FRINGE BENEFITS</i></p>	<p><i>Fringe Benefits for positions listed in Consultation:</i></p> <p>Costs include payments for retirement, social security, workers' compensation, life insurance, medical insurance, etc. Include the cost formula for each fringe benefit.</p> <p>For consultants and first-level consultant supervisors who also serve in a managerial capacity for the project, fringe benefit costs shall be distributed between Administration and Consultation in proportion to the percent of time spent in performing (1) program management and (2) consultant and/or (3) consultant supervisory activities. Fringe benefits reflecting (a) consultant time should be listed separately from fringe benefits reflecting (b) time providing first-level supervision to consultants and fringe benefits of clerical staff that provide direct support to consultants and consultant supervisors.</p>	<p><i>Fringe benefits for positions listed in Administration:</i></p> <p>Costs include payments for retirement, social security, workers' compensation, life insurance, medical insurance, etc. Include the cost formula for each fringe benefit.</p> <p>For management personnel who also serve as consultants and/or first-level consultant supervisors, fringe benefit costs shall be distributed between Administration and Consultation in proportion to the percentage of time spent in performing (1) program management, (2) consultant duties, and/or (3) supervision of consultants.</p>
<p><i>CERTIFICATION COSTS:</i> <i>Contact Henry Payne at Payne.Henry@dol.gov with questions regarding certification.</i></p>	<p>For Consultants seeking professional certification in safety or health, Cooperative Agreement funds may be used to pay for the costs associated with a professional certification examination preparation course approved by the project manager, including travel and per diem. Additionally, if needed, a Project Manager may use Cooperative Agreement funds to pay for the costs associated with applying for and taking a professional certification examination, including travel and per diem.</p> <p>Project Managers may not use Cooperative Agreement funds to</p>	<p>For Project Managers seeking professional certification in safety or health, Cooperative Agreement funds may be used to pay for the costs associated with a professional certification examination preparation course approved by the employee's supervisor, including travel and per diem. Additionally, if needed, Cooperative Agreement funds may be used to pay for the costs associated with applying for and taking a professional certification examination, including travel and per diem.</p> <p>Cooperative Agreement funds may not be used to pay for costs</p>

Anticipated Cost	Consultation	Administration
	<p>pay for costs associated with a second preparation course for those Consultants who fail on their first attempt at a professional certification examination. However, a Project Manager may use Cooperative Agreement funds to pay for the travel and/or per diem related to taking the professional certification examination a second time, and if needed, costs associated with taking of the professional certification examination a second time.</p> <p>For those Consultants who fail to pass a professional certification examination on their second attempt, a Project Managers may not use Cooperative Agreement funds to pay for any additional costs related to that employee seeking that specific professional certification.</p> <p>A Project Manager may not use Cooperative Agreement funds to pay for any costs associated with seeking professional certification for any certifying organization that is not accredited by a nationally recognized accrediting organization. Additionally, Project Managers are not authorized to pay annual maintenance fees for maintaining professional certifications from Cooperative Agreement funds.</p> <p>Project Managers must use 90/10 funds for employee preparation or certification. The Cooperative Agreement cannot pay for certification costs that exceed the percent of time for which that employee is dedicated to the Cooperative Agreement. For example, if a safety professional is dedicated at 0.5 FTE, then no more than 50 percent of the cost of the examination preparation or examination fees may be charged to the Cooperative Agreement.</p>	<p>associated with a second preparation course for those Managers who fail on their first attempt at a professional certification examination. However, Cooperative Agreement funds may be used to pay for the travel and/or per diem related to taking the professional certification examination a second time, and if needed, costs associated with taking of the professional certification examination a second time.</p> <p>For those Managers who fail to pass a professional certification examination on their second attempt, Cooperative Agreement funds may not be used to pay for any additional costs related to that employee seeking that specific professional certification.</p> <p>Cooperative Agreement funds may not be used to pay for any costs associated with seeking professional certification for any certifying organization that is not accredited by a nationally recognized accrediting organization. Additionally, Project Administrators are not authorized to pay annual maintenance fees for maintaining professional certifications from Cooperative Agreement funds.</p> <p>Projects must use 90/10 funds for Managerial preparation or certification. The Cooperative Agreement cannot pay for certification costs that exceed the percent of time for which that Manager is dedicated to the Cooperative Agreement. For example, if a Manager is dedicated at 0.5 FTE, then no more than 50 percent of the cost of the examination preparation or examination fees may be charged to the Cooperative Agreement.</p>

Anticipated Cost	Consultation	Administration
<p>TRAVEL</p>	<p><i>Travel for positions listed in Consultation:</i></p> <p>Costs shall include travel required to conduct promotional visits, on-site consultation visits, off-site assistance, and travel to OTI courses, regional and national On-site Consultation Program meetings. Intra-agency travel, such as that related to flexi-place programs, must have prior approval from the Regional Administrator. Appropriate supporting details for out-of-state travel (per diem, airfare, registration fees, miscellaneous, etc.) must be reported in the Annual Training Plan. Deviations from this plan involving out-of-state travel to courses and/or locations other than those proposed must be approved in writing by the Regional Administrator prior to the actual travel. Travel for the purpose of performing accompanied visits shall be charged to Administration.</p> <p>Attendance at professional development conferences such as Voluntary Protection Program Participants' Association (VPPPA), American Industrial Hygiene Association (AIHA), American Society of Safety Engineers (ASSE), and National Safety Council (NSC) are not considered OSHA-required training and, therefore, may not be funded with 100% federal funds. A Project Manager may use Cooperative Agreement funds to provide an opportunity for each professional safety or health employee to attend a professional development conference of three to five days duration generally once every two years. However, the percentage of Cooperative</p>	<p><i>Travel for positions listed in Administration: For management personnel and all staff conducting accompanied visits.</i></p> <p>Costs shall include travel required to attend safety and health conferences (subject to the restrictions in V.A.3., above), regional and national On-site Consultation Program meetings and professional development/training courses. Appropriate supporting details for out-of-state travel (per diem, airfare, registration fees, miscellaneous, etc.) must be reported in the Annual Training Plan. Deviations from this plan involving out-of-state travel to courses and/or locations other than those proposed must be approved in writing by the Regional Administrator prior to the actual travel.</p> <p>Attendance at the Annual On-site Consultation Training Conference is required for all Project Managers, and to the extent that funds are available for the safety health supervisors and senior consultants. The conference is considered required federal travel and, therefore, may be funded 100% with federal funds. The cost of travel for all participants to the Annual On-site Training Conference must be charged to administration.</p>

Anticipated Cost	Consultation	Administration
	<p>Agreement funds used to pay for the individual's attendance at such a conference may not exceed the percentage of time for which that employee is dedicated to the Cooperative Agreement. For example, if a safety professional is dedicated at 0.5 FTE, then no more than 50% of the cost of attending the conference may be charged to the Cooperative Agreement.</p> <p>Note: Costs associated with attendance and travel to professional development conferences of individuals in positions that are not funded by the Cooperative Agreement may not be allocated to the Cooperative Agreement.</p>	
<i>EQUIPMENT</i>	<p>Includes the costs of consultant technical equipment having a useful life of more than one year and a unit acquisition cost of \$5,000 or more, except as defined in Special Provisions VI.B.</p> <p>All equipment so defined shall be listed in the Approved Consultation Equipment Procurement Listing.</p>	<p>Includes the costs of office equipment and machinery having a useful life of more than one year and a unit acquisition cost of \$5,000 or more, except as defined in the Special Provisions VI.B.</p> <p>All equipment so defined shall be listed in the Approved Consultation Equipment Procurement Listing.</p>
<i>SUPPLIES</i>	<p>Includes the costs of all tangible consultant technical property and materials other than equipment as defined above. Please itemize and describe all supply costs.</p>	<p>Includes the costs of all tangible office property and desk-top materials other than equipment as defined in this section. Please itemize and describe all supply costs.</p>
<i>CONTRACTS</i>	<p>Includes the costs of contracts with all sources, whether non-state government, state government or private sources, for the provision of services associated with consultant field activities (e.g., occupational health consultation, laboratory</p>	<p>Include the costs of contracts with all sources, whether non-state government, state government or private sources, for the provision of administrative support services (e.g., service contracts for maintenance of office</p>

Anticipated Cost	Consultation	Administration
	sample analysis in states having a Plan approved under Section 18 of the Act, and consultant health monitoring and medical examinations). The detail for laboratory sample analysis costs shall include the number of samples projected for the fiscal year.	equipment, leasing of photocopiers, fiscal services, etc.).
<i>OTHER COSTS/CHARGES</i>	Includes the costs of equipment calibration and repair services for equipment which cannot be serviced by the OSHA Cincinnati Laboratory (list all equipment), non-travel costs of required or approved training for consultants (limited to tuition fees, registration fees, textbooks, course materials, etc.) and costs of all other miscellaneous consultative items which are not allocated above. Miscellaneous costs include but are not limited to: the proportion of rent, utilities, communications, data processing, postage, freight, etc. associated with the delivery of consultative services by On-site Consultation staff; subscriptions to safety and health journals; and training aids, instructional programs and promotional materials which are used by on-site consultants to perform consultation activities.	Includes non-travel costs of required or approved training for management personnel (limited to tuition fees, registration fees, textbooks, course materials, etc.) and costs of all other miscellaneous administrative items that are not allocated above. These costs include but are not limited to: the proportion of rent, utilities, communications, data processing, postage, freight, etc. associated with the management of the On-site Consultation Program by administrative staff.
<i>TOTAL DIRECT CHARGES</i>	The total of all of the costs for Consultation.	The total of all of the direct costs for Administration.
<i>INDIRECT CHARGES</i>	N/A	Includes charges based on an approved indirect cost rate agreement for the grant period.

VI. SPECIAL PROVISIONS

A. A listing of approved positions is contained in **Appendix D: Staffing Chart** for this Agreement. Key personnel include the project manager, supervisors, and consultants. Any changes in these positions must be approved in advance by the Regional Administrator.

B. Computer equipment (hardware and software), regardless of unit cost, requires prior written approval of DCSP and must be listed in the **Approved Equipment Procurement Listing in Appendix H**.

C. Unless a State has made special provisions for such, substantive programmatic work may not be transferred to another agency (sub-recipient) under this agreement.

D. The laboratory designated by OSHA to provide analysis of samples for all projects shall be:

WISCONSIN OCCUPATIONAL HEALTH LABORATORY
2601 Agriculture Drive
Madison, Wisconsin 53718
Telephone: (608) 224-6210
Fax: (608) 224-6213
Contact: Mr. Terry Burk

E. The federal cost principles applicable to this project are:

1. *Cost Principles for State and Local Governments*
(OMB Circular A-87, relocated to 2 CFR, Part 225)
2. *Cost Principles for Educational Institutions*
(OMB Circular A-21, relocated to 2 CFR, Part 220)

F. Financial reporting forms required of all projects and their frequencies of submission are:

1. The Federal Financial Report (FFR) is due 30 days after the end of each Federal fiscal quarter with the close-out report due 90 days after the end of the performance period. All reports will be electronically submitted via the DOL E-Grants System to report the status of all funds awarded. All reports should be submitted to the Region for approval before being submitted via the E-Grants System.

(a) **Quarterly Reporting.** Recipients which have accounting systems that prohibit them from meeting the Office of Management and Budget (OMB) requirements on the submission of financial reports, as outlined in this section, must have written approval from the Regional Administrator to establish an alternative schedule for submission of financial reports. The approved state-specific schedule must also be submitted to the National Office for inclusion in the official file.

(b) **Close-out Reporting.** All agreements must be closed 90 days after the end of the performance period (generally December 31) using the DOL E-Grants system for electronic transmittal.

(c) **Close-out Extensions.** Recipients unable to close out by December 31 are required to request a close-out extension in writing by December 1, providing an explanation of why they cannot close-out in a timely manner. An interim (preliminary) Federal Financial Report (covering October - December) is due on January 31, even when a close out extension has been approved. All close-out extensions must be coordinated in advance with the Regional Office and transmitted to the National Office for inclusion in the official file, and any extensions beyond February 28 must be approved by the National Office.

2. **Cooperative Agreement (Form OSHA-110)** must accompany the Application for Federal Assistance (SF-424). This is the only time this form is completed.

3. **Cooperative Agreement Amendment (Form OSHA-113)** may be required to amend the Cooperative Agreement as a result of Congressional action.

4. **Other** performance reports and copies of forms that may be required for program management purposes will be distributed as necessary.

G. Unless different instructions are provided by the Director of DCSP or through the OSHA Directives system, all reports required under this agreement and all requests for agreement modification shall be delivered (or mailed) to the Regional Administrator.

H. It is agreed that OSHA may unilaterally modify this agreement whenever necessary to conform to new regulations, new applications, or official interpretations of Department of Labor or Office of Management and Budget regulations.

VII. ADDITIONAL SPECIAL PROVISIONS

The following special provisions are added to this agreement:

A. Approval of this agreement is contingent upon Congressional action on the Department of Labor's appropriation for FY 2010.

B. It is hereby certified by the State that matching state funds are or will be available during the tenure of this agreement.

C. In no case shall the State be liable for more than 10 percent of actual expenditures (exclusive of 100 percent Federal funds) under this agreement.

D. Where appropriate, restrictions to the agreement may be added by the Assistant Secretary to ensure that the recipient fully complies with specific terms and conditions of the Cooperative Agreement, Department of Labor administrative requirements set forth at 29 CFR Parts 95 (Institutions of Higher Education) and 97 (State and Local

Governments), or provisions set forth in 29 CFR 1908. These include the enforcement provisions found in 29 CFR 95.62 and 29 CFR 97.43. When an Agreement is approved subject to the inclusion of one or more restrictions, it is hereby understood by the recipient that such approval is granted contingent upon meeting the conditions specified within the prescribed time frame.

E. Recipients shall prepare their agreement packages for the maximum amount they can match within the authorized amount. If a recipient is unable to match the authorized award, the award amount will be reduced to reflect the amount the recipient is able to match. **These reductions will carry over into subsequent years.** Additionally, cost-of-living increases will be based on executed award amounts, not proposed funding levels.

F. OSHA Information System (OIS) - Training. Training for all OIS users is being planned for the summer 2010. Current planning is for each user to be trained on those OIS modules that are relevant to their assigned work at a 5 day in-person training session in Washington, DC or at the OSHA Training Institute in Arlington Heights, Illinois, or other designated sites to be determined. States should include funding for the travel associated with such training in their grant applications. Training sites in each Region are a possibility as is a train-the-trainer option.

G. Connectivity. As OIS will be a web based system, all users will need access to the internet, preferably by high-speed connection, e.g., T1 lines, in order to enter and retrieve data interactively. (OIS is expected to have an offline/standalone capability in a later phase but not as initially deployed.) States, not on OSHANet, should include plans and appropriate funding in their grant for upgrading their internet connectivity.

OPTIONAL INSERT(S) TO THE COOPERATIVE AGREEMENT

Below are formats for "Additional Special Provisions" which, if appropriate, would be inserted in the Agreement following §VII.E.

I. Provisions below pertain to Items VI.C-D of the Agreement:

Substantive programmatic work is being transferred to another agency (sub-recipient) under this Agreement, as follows:

Scope of transfer:

Agency name:

Address:

Telephone number: ()

Contact person:

II. For some States, the following provision applies (insert "Safety" or "Health" as appropriate):

This Agreement covers consultation for _____ only; a separate agreement between OSHA and the state will cover _____.

Assurances and Certifications Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project. If you have questions, please contact the awarding agency. Some Federal awarding agencies may require applicants to certify to additional assurances. If this is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of the Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Title VI of the Civil

Rights Act of 1964 (42 U.S.C. 2000d) and Section 188 of the Workforce Investment Act of 1998 (P.L. 105-220), as it relates to the prohibition against national origin discrimination for persons with limited English proficiency (pursuant to Executive Order 13166 issued August 11, 2000); (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply with Executive Orders 12876, 12900, 12928, and 13021 by strongly encouraging contractors to provide subcontracting opportunities to Historically Black Colleges and Universities, Hispanic Serving Institutions, and Tribal Colleges and Universities.
8. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
9. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance, if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.), related to protecting components or potential components of the national wild and scenic rivers system.

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
15. Will comply with the National Research Act (P.L. 93-348), regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
20. In accordance with Section 516 of the 1989 Department of Labor Appropriation Act, the grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program the grantee shall clearly state (1) the percentage of the total costs of the program or project which will be or is being financed with Federal money; and (2) the dollar amount of Federal funds for the project or program.
21. In accordance with the Drug-Free Workplace Act of 1988, the grantee certifies that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Lobbying Certification

22. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or an employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal award, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activity," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

(d) Section 18 of the "Lobbying Disclosure Act of 1995," signed by the President on December 19, 1995, requires that any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 which engages in lobbying activities shall not be eligible for the receipt of Federal funds constituting an award, grant or loan.

- 1) This is to certify that we are _____/are not _____ an IRS 501(c)(4) entity.
- 2) As an IRS (501(c)(4) entity, we have _____/have not _____ engaged in lobbying activities.

OSHA Restrictions and Conditions

As the duly authorized representative of the applicant, I certify that the applicant:

1. Takes responsibility for encouraging employers to request consultative assistance and shall publicize the availability of its consultative service and the scope of the service that will be provided.
2. Explains to employers that the employer receiving On-site Consultation services remains under statutory obligation to provide safe and healthful working conditions to their employees.
3. Explains to employers that no referrals will be made to OSHA enforcement unless the employer fails to eliminate a serious hazard identified by a consultant.
4. Explains to the employer the requirements for participation in the Safety and Health Achievement Recognition Program (SHARP).
5. Explains to employers requirements for attainment of Pre-SHARP status.
6. Assigns priority in scheduling to requests from businesses with the most hazardous operations, with primary attention to smaller businesses. Preference is given to the smaller businesses that are in high hazard industries or that have the most hazardous conditions at issue in the request.
7. Prepares appropriately for visits including making the appropriate provisions for the personal safety and health of the consultant(s) conducting the visit or activity.
8. Conducts an initial on-site visit consisting of an opening conference, an examination of those aspects of the employer's safety and health program that relate to the scope of the visit, a hazard survey, and a closing conference.
9. Retains the right to confer with employees during an on-site visit.
10. During the opening conference, explains the relationship between On-site Consultation and enforcement and also explains the employer's obligation to protect employees if certain hazardous conditions are identified.
11. Focuses on-site activity primarily on those areas, conditions, or hazards within the requested scope of the visit.
12. During on-site activity, advises the employer of the employer's obligations and responsibilities under applicable Federal or State law and implementing regulations.
13. When identifying hazards, indicates to the employer, using the consultant's best judgment, whether the situation would be classified as a serious or other-than-serious hazard.
14. Informs the employer that the employer is obligated to take immediate action to eliminate

hazards that pose an imminent danger.

15. Establishes a time frame for the correction of each hazard identified during on-site activity, and provides the employer with a "List of Hazards," and advises the employer to post the "List" until the hazard is corrected or for three days, whichever is longer.
16. Ensures that employers granted extensions for the correction of serious hazards demonstrate having made a good faith effort to correct the hazard within the established time frame; show evidence that correction has not been completed because of factors beyond the employer's control; and show evidence that the employer is taking all available interim steps to safeguard the employees against the hazard(s) during the correction period. All assurances regarding the correction of serious hazards must be in writing.
17. Informs the employer that the employer's failure to correct an identified serious hazard within the established time frame (or extension of the time frame) results in notification of the appropriate OSHA enforcement authority.
18. Ensures that the appropriate OSHA enforcement authority is notified if an employer fails to take the action necessary to correct a serious hazard within the established time frame or any extensions granted.
19. Prepares and sends to the employer a written report containing substantive findings or recommendations.
20. Preserves the confidentiality of information which identifies employers who have requested the services of the On-site Consultation Program as well as information pertaining to and/or obtained during an on-site visit, such as the employer's written report.
21. Preserves the confidentiality of information pertaining to commercial or trade secrets that may have been obtained during an on-site visit.
22. Conducts consultative activity independently of any OSHA enforcement activity.
23. Does not provide to OSHA the identity of, or files pertaining to, employers requesting On-site Consultation program services for any compliance inspection or scheduling activity, except in cases where the employer has failed to eliminate an imminent danger, failed to correct or eliminate a serious hazard, or where the employer has elected to participate in SHARP or a cooperative program that permits an exemption or deferral from enforcement inspections.
24. Assures that On-site Consultation visits already in progress have priority over OSHA compliance inspections except in the case of imminent danger, fatality/catastrophe investigations, complaint investigations, referrals, or other investigations deemed critical by the Assistant Secretary.
25. Terminates on-site visits in response to imminent danger, fatality/catastrophe investigations, complaint investigations, referrals, or other investigations deemed critical

by the Assistant Secretary.

26. Does not conduct On-site Consultation visits while OSHA enforcement inspections are “in Progress.” On-site consultations shall only take place with regard to those citation items which have become final orders.
27. Explains to the employer that requirements pertaining to serious hazards apply equally to other-than-serious hazards for participation in SHARP.
28. Uses consultants who are employees of the State and are qualified under State requirements for employment in the field of occupational safety and health.
29. Applies minimum requirements for consultants that include the ability to recognize hazards and assess employee exposure and risk, knowledge of OSHA standards, knowledge of hazard correction techniques and practices, knowledge of workplace safety and health program requirements, skill in effective written and oral communication, and any additional degrees or experience required by the Assistant Secretary.
30. Maintains an organized system for monitoring the performance of consultants.
31. Organizes and compiles information relating to the training conducted by Consultants, including the type of training, the identity of individuals conducting such training, how often such training is offered, and makes such information available to the Regional Administrator upon request. This should include information related to both training visits and interventions.
32. Submits narrative reports and compiles and submits data, such as Integrated Management Information System (IMIS) data, that is needed for monitoring and evaluation purposes, as required, to the Regional Administrator.
33. Agrees to pay OSHA for mainframe processing services, telecommunication and other services provided through IMIS, or its successor, based on quarterly bills. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.
34. Agrees to adhere to all requirements for OSHANet participation (including hardware and software specifications) and to pay OSHA for requested services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, software licenses, inappropriate use investigations, retrieval of information related to e-discovery requirements, and annual user fees for remote access. States must maintain an appropriate maintenance and repair contract for their OSHANet server equipment after initial warranty period expires. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.)
35. Consults with the Directorate of Information Technology and any other designated official prior to expending Federal or State matching funds for the purchase of any data processing/computer equipment or software that will be used to connect to OSHA

systems (locally or remotely) or otherwise provide information to OSHA to assure that equipment and software meet the current requirements necessary to run or operate OSHA applications even if not participating in OSHANet. All State recipient representatives must complete, sign and submit a Hardware/Software Purchases Rules of Behavior form to the Director, Directorate of Information Technology in accordance with IT guidelines. Desktop or laptop computers and software that will be used to access OSHA systems, including the CSHO and On-site Consultation PC Applications, Whistleblower application, and new web-based and other applications as deployed, etc., must meet the minimum OSHA specifications. Current hardware and software specifications are posted on the IT Help Desk page on the OSHA Intranet/Limited Access Page and are available in Appendix P.

36. Agrees that all new desktop and laptop computers must be Microsoft (MS) Vista-ready but have MS Windows XP Professional operating system installed.
37. Agrees that all desktops and laptops that connect to the OSHANet must be configured with the OSHA image. Software that is not part of the OSHA standard image must be approved by the Directorate of Information Technology prior to purchase and once received must be approved for installation.
38. If not participating in OSHANet, assures, in order to protect sensitive information, including Personally Identifiable Information, and meet OMB and Department of Labor requirements, that encryption software meeting the requirements of the NIST Federal Information Processing Standards (FIPS) 140-2 has been or will be installed by the first quarter of 2010 on all computers/devices that access OSHA systems, and its use required by all users. This must include full disk encryption of all mobile computers and file level encryption of data downloaded from OSHA information systems to portable storage devices.
39. If participating in OSHANet submits a consolidated monthly report of staff separations and hires from each State IT person or other designated staff by the 15th of each month for the previous month to OSHA HIRETERM@DOL.GOV . This will allow DIT to perform the required audit of new and deleted accounts from the system and ensure all required account request documentation has been received. State recipients that participate in the OSHA IMIS system are also required to provide the same monthly reports.
40. If participating in OSHANet and the OSHA IMIS system submits an account request form with the signed security training form if a new account is requested. Upon separation, an account deletion form is required to be submitted the same day of departure. The form should clearly mark all account(s) to be deleted (i.e., Citrix, OSHANet, IMIS, etc.) and faxed to the OSHA IT Help Desk at 202-693-1617 (fax).
41. Agrees that all system users (OSHANet and other OSHA applications) must adhere to Federal, Department of Labor (DOL), and OSHA computer security policies and procedures.
42. Agrees that all OSHA system users will complete the DOL Information System Security Awareness (ISSA) Training and any other federally mandated or DOL-required computer

security training to be specified, within the time frame prescribed by the Directorate of Information Technology.

43. Agrees that all users of the OSHANet and other OSHA applications will sign annual Rules of Behavior, available at Appendix P.
44. Understands that all desktops, laptops and servers connected to the OSHANet are subject to an annual software audit to ensure compliance with Executive Order 13103, "Computer Software Piracy," the U.S. Copyright Act, Title 17 U.S.C., Department of Labor software management and acceptable use policy, and vendor software license agreements.
45. Understands that no Section 21(d) or matching State funds may be expended for the purchase of internal peripherals or other modifications, except replacement parts, in conjunction with the NCR equipment, without prior approval from the Directorate of Information Technology. States must maintain an appropriate maintenance and repair contract for their NCR equipment.
46. Will not expend any 21(d) or matching state funds from this agreement to fund activities or provide services to farms with ten or fewer employees where there has been no temporary labor camp in the previous twelve months. (Only State Plan states may conduct visits on these farms, provided that 100 percent state funds are used, and the state has an accounting system in place to assure that no Section 21(d) or matching funds are expended on these activities.)
47. Will not expend any 21(d) or matching state funds from this agreement to fund the purchase of equipment and/or to support programmatic efforts under the jurisdiction of and/or funded by another Federal agency.
48. Will ensure that any funding provided by another Federal agency related to safety and health training and/or equipment will not undermine 21(d) On-site Consultation activity.
49. States are encouraged to promote safety or health professional certification of their employees by a nationally recognized accrediting organization. Cooperative Agreement funds may be used to pay for the costs associated with a professional certification preparation course and the examination, including travel and per diem. No Section 21(d) or matching State funds may be expended for costs associated with a second or subsequent attempt to obtain certification by employees who fail on their first attempt, except for the cost of the examination itself and related travel and/or per diem for a second attempt only. Certification costs cannot exceed the percentage of time for which an employee is dedicated to the cooperative agreement.
50. Will not expend 21(d) or matching state funds for annual fees associated with maintaining professional certifications.
51. Agrees to pay OSHA for costs associated with the conduct of OSHA Training Institute (OTI) training courses conducted for the State at the State's request. The State will pay for travel and per diem for OTI instructors, shipping charges, consultant trainer fees, equipment rental and training facility rental. All bills must be

paid upon receipt but no later than September 15th. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.

52. Agrees to comply with monitoring requirements contained in 29 CFR 1908, the Consultation Policies and Procedures Manual, or in the Cooperative Agreement (including Mandated Activities Report for Consultation (MARC) requirements) and understands that failure to do so may result in noncompliance with the OSHA cooperative agreement.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

APPENDIX B
Checklist of Required Documents for the Federal On-site Consultation Cooperative Agreement

Mandatory Forms (must be electronically completed in Grants.gov)

- Application for Federal Assistance, (SF-424)
- Budget Information - Non-Construction Programs, (SF-424A)

Mandatory Attachments (may be scanned into one Adobe Acrobat file or submitted individually).

(Note there is a 15 attachment limit per application.)

The Consultation Annual Project Plan (CAPP):

- Overview of the On-site Consultation Project
 - Organizational Chart
 - Staffing Chart
 - Changes in Project's Status (if any)
- Operational Description by Annual Performance Goal
- Projected Program Activities
- Strategy and Targets for SHARP
- Changes to the Internal Quality Assurance Program

The Cooperative Agreement for OSHA On-site Consultation:

Cooperative Agreement for OSHA On-site Consultation under Sections 21(c) and 21(d) of the Occupational Safety and Health Act of 1970, including:

- Assurances and Certifications Non-Construction Programs
- Lobbying Certifications
- OSHA Restrictions and Conditions
- Equipment Inventory
- Approved On-site Consultation Equipment Procurement Listing
- Training Plan
- Accompanied Visit Plan

Other Financial Forms:

- Cooperative Agreement, (Form OSHA-110)
- Supporting Details of Anticipated Costs

APPENDIX C
Checklist of Required Components of the CAPP

<input type="checkbox"/>	Organizational chart
<input type="checkbox"/>	Staffing chart (See Appendix D). The chart must contain the number of full and part-time staff employed by the On-site Consultation Project, expressed in full-time equivalents (FTEs), for each category of staff. All projects must have the equivalent of two safety and two health professionals, in addition to managerial and support personnel. The numbers in the chart in Appendix D are examples only.
<input type="checkbox"/>	Description of any changes in the On-site Consultation Project's status. <u>Change(s) in Project's Status</u> . Any changes in the status of the Project, such as the organizational unit within which the On-site Consultation Project is located or the structure of the unit or organization must be provided.
<input type="checkbox"/>	<p>Detailed operational description identifying the year's strategies, activities, and their intended outcomes. List and discuss <i>each</i> of the applicable OSHA Annual Operating Plan area of emphasis to be supported by the Project, local emphasis programs and special initiatives, including a description of each of the following elements:</p> <ol style="list-style-type: none"> 1. <u>Strategies</u>. Describe the specific strategies that will be used to target results for that performance goal (for example, developing and promoting a Web-based chat room for discussion of safety and health program issues, or partnering with other State agencies to promote training around the State). 2. <u>Activities</u>. List the type and projected number of activities. These should correspond to the activities listed in the Projected Activity Chart. 3. <u>Impact</u>. Describe the anticipated impact of performing the activities described. <p>The tabular format in Appendix E contains the categories of all required information.</p>
<input type="checkbox"/>	<p>Projected Program Activities chart. Estimate the total number of On-site Consultation activities to be performed during the year covered by the project plan, broken out by annual performance goal. Include the following information:</p> <ol style="list-style-type: none"> 1. Visits 2. Combined Total visits 3. SHARP 4. Pre-SHARPs 5. Interventions/Other Non-Visit Related Activities <p>The tabular format in Appendix F contains the categories of all required information.</p>
<input type="checkbox"/>	Description of the On-site Consultation Project's strategy and targeted industries for marketing On-site Consultation services and SHARP.
<input type="checkbox"/>	Detailed description of changes to its Internal Quality Assurance program.

APPENDIX D
Staffing Chart (Sample)

ON-SITE CONSULTATION PROJECT STAFF CATEGORY	OCCUPIED POSITIONS*		NUMBER OF VACANT POSITIONS***
	NUMBER OF PERSONNEL	NUMBER OF FTEs	
1. Managerial Staff	1	0.75	0
2. Consultants–Safety	2	1.50**	1
3. Consultants–Health	2	2.00	0
4. 100% State-Funded Consultants –Safety	1	0.50	0
5. 100% State-Funded Consultants – Health	1	0.50	0
6. Clerical/data systems support	2	2.00	0
7. Marketing Staff	1	0.25	0
8. Trainers	1	1.00	0
9. Other (identify)	1	0.25	0
TOTALS	12	8.75	1

* Report only occupied positions at the time of application submission.

** Prior Approval received from Director of DCSP

*** Positions vacant at the time of application submission.

APPENDIX E
Operational Description by Strategy, Activities and Outcomes

Federal Area of Emphasis Statement	On-site Consultation Strategy	Description of Planned On-site Consultation Activities	Anticipated Impact of On-site Consultation Activities
<p style="text-align: center;">EXAMPLE:</p> <p>Reduce occupational hazards through direct interventions.</p>	<p>EXAMPLE:</p> <p>1.1. Improve targeting to maximize the impact of direct interventions.</p> <ul style="list-style-type: none"> a. Annually analyze data to identify best targets for direct interventions. b. Annually communicate priorities and effective intervention approaches. <p>1.2. Reduce hazards by intervening at targeted worksites.</p> <ul style="list-style-type: none"> a. Provide on-site consultation services to high hazard worksites. <p>:</p> <p>1-3 Improve effectiveness of direct interventions.</p> <ul style="list-style-type: none"> a. Analyze results and effectiveness of direct interventions to determine their impact on fatality, injury and illness rates. b. Identify and implement adjustments, including targeting new areas that will increase the impact of direct intervention activities. 	<p>Activity 1</p> <p style="text-align: center;">EXAMPLE:</p> <p>Provide information here on # visits; will eventually be looking for # of hazards abated, if available.</p> <p>Activity 2</p>	<p>Result 1</p> <p style="text-align: center;">EXAMPLE:</p> <p>Reduction of occupational hazards through direct interventions.</p> <p>Result 2</p>
<p>Area of Emphasis</p>		<p>Activity 1.....</p> <p>Activity 2.....</p>	<p>Result 1</p> <p>Result 2</p>
<p>Area of Emphasis</p>			
<p>Local Emphasis Program</p>			
<p>Special Initiative</p>			

APPENDIX F – PROJECTED PROGRAM ACTIVITIES

(NAME OF STATE) FY 2010 OPERATING PLAN

Consultation Federal States (excludes 21(d) in State Plan States)

1. Total of all visits in all industries. The total number will be used as part of the funding formula.

1a. Estimate of all visits in SIC 15-17. Include those visits in areas of emphasis estimated below and all local emphasis visits. Combine Initial, T&A and follow-up visits.

2. Count any visit in an area of emphasis only once; whichever category is the primary purpose of the visit.

1b. Estimate of total visits in industries other than construction. Include those visits in areas of emphasis estimated below, other local emphasis visits and all non-emphasis visits. Combine all Initial, T&A and follow-up visits.

7. This number should represent the projected SHARPs at the end of the fiscal year.

4g. Estimate the number of visits in support of other Regional and Area Office LEPs.

7a. Estimate the number of new employers to be awarded SHARP status during the year.

7b. Provide the number of current active SHARP sites.

9. Estimate the total Pre-SHARPs approved during the year.

10. Estimate the number of interventions, especially speeches, presentations, and off-site (non-visit related) training.

ACTIVITY & AREAS OF EMPHASIS	Safety	Health	Total
1. TOTAL VISITS	0	0	0
a. Construction			0
b. Non-construction			0
2. Area of Emphasis			
3. Emphasis Industries	0	0	0
a. Landscaping Services			0
b. Oil & Gas Field Services			0
c. Logging			0
d. Residential Building Construction ¹			0
e. Commercial & Institutional Building Construction ¹			0
f. Highway, Street & Bridge Construction ¹			0
4. Emphasis Safety & Health Hazards	0	0	0
a. Amputations in Selected Manufacturing ²			0
b. Lead			0
c. Silica			0
d. Noise (Non-construction)			0
e. Combustible Dust			0
f. Diacetyl			0
g. Other LEPs			0
5. Area of Emphasis Visits	0	0	0
6. Percentage of Total Visits	#DIV/0!	#DIV/0!	#DIV/0!
7. TOTAL SHARP SITES	0	8. TOTAL RENEWALS	0
a. New	0		
b. Current	0		
9. TOTAL PRE-SHARP SITES	0		
10. Total Interventions (Form 66)	0		

1. NAICs listed in OSHA Memorandum "Revised IMIS Coding Instructions for Construction Industry Areas of Emphasis for FY 2006-FY 2011 Strategic Plan" dated November 28, 2006.
 2. Amputation hazard from activities in the SICs listed in OSHA Memorandum "Coding Instruction Update for the FY 2006-FY 2011 Strategic Plan" dated September 14, 2006.

APPENDIX H
APPROVED EQUIPMENT PROCUREMENT LISTING

FY _____

Federal Catalog # 17.504

State:

Date:

List all non-expendable, personal property having a useful life of more than one year and a unit acquisition cost of \$5,000 or more, and all computer-related equipment. Ref: CFR 97.32(g) & OMB Circular A-87, Attachment B, C.1.

ITEM DESCRIPTION (INCLUDE BRAND AND MODEL)	QUANTITY		COST PER UNIT	TOTAL COST	NATIONAL OFFICE USE ONLY				
	ON HAND	FOR PURCHASE			APPROVED		TITLE TRANSFER		REMARKS
					YES	NO	YES	INITIALS	
<i>EXAMPLE: Laptop: Dell Latitude 630</i>	4	2	\$2,300	\$4,600					

NOTE: List equipment by category: technical, office/administrative. Equipment which was requested and approved - but not procured in the previous award year - *should be clearly identified.*

**APPENDIX I
ANNUAL TRAINING PLAN**

State: _____

FY _____

Date: _____

List Personnel by Name, ID Number, and Type (Mgt/S/IH/etc.)	Training Activity & Location	Estimated Costs (Include Per Diem/Airfare/Reg. Fee/Misc./etc.)	Indicate by Number the Competency Area that Training Will Address.*
	TOTAL		

- | | |
|--|---|
| <ul style="list-style-type: none"> * 1. Recognition and Evaluation of Occupational Hazards 2. Evaluate Safety and Health Management Systems 3. Provide Occupational Safety and Health Training 4. Manage Program Processes and Reports | <ul style="list-style-type: none"> 5. Provide Hazard Prevention and Control Assistance 6. Provide Off-site Technical Support 7. Promote OSHA Consultation Services 8. OSHA Consultant Professionalism 9. Other (specify) |
|--|---|

NOTES:

- Funds sufficient to cover travel requirements to conduct proposed training should be budgeted in **Part A: Consultation** and **Part B: Administration**. These costs must be specific to the activities identified as determined by the location and duration of the training. The Annual Training Plan should only list out-of-state travel and training that is eligible for 100% federal funding and is subject to the approval by the Director of the Office of Small Business Assistance. The total amount on this form must agree with the amount reported on the OSHA 110 – Line 2.
- Deviations from this plan involving out-of-state travel to courses and/or locations other than those proposed must be approved in writing by the Regional Administrator prior to the actual travel.

APPENDIX J
Accompanied Visit Plan FY _____

The plan for accompanied visits should state the policies which will govern activity for the fiscal year, rather than who will be accompanied by whom on specific visits.

Funds sufficient to cover travel for these activities should be budgeted in **Part B: Administration**, under Item c.2, Travel, unless the project indicates that travel is local and the costs are nominal in amount.

**APPENDIX K TO BE UPDATED LATER
FY 2008 BASE AWARD LEVELS**

Recipient	Region	FY 2008 Base Award	Recipient	Region	FY 2008 Base Award
Connecticut	1	\$974,000	Wisconsin	5	\$1,669,000
Maine	1	\$450,000	Wisconsin Laboratory	5	\$1,802,000
Massachusetts	1	\$1,358,000	Arkansas	6	\$957,000
New Hampshire	1	\$417,000	Louisiana	6	\$762,000
Rhode Island	1	\$440,000	Oklahoma	6	\$1,159,000
New Jersey	2	\$1,802,000	Texas	6	\$2,529,000
New York	2	\$3,498,000	Kansas	7	\$569,000
Virgin Islands	2	\$245,000	Missouri	7	\$865,000
Delaware	3	\$421,000	Nebraska	7	\$541,000
District of Columbia	3	\$448,000	Colorado State Univ.	8	\$947,000
Pennsylvania, IU	3	\$1,619,000	Montana	8	\$417,000
West Virginia	3	\$452,000	North Dakota	8	\$284,000
Alabama University	4	\$1,013,000	South Dakota	8	\$408,000
Florida	4	\$1,942,000	Guam	9	\$268,000
Georgia Tech	4	\$1,218,000	Northern Mariana Islands	9	\$196,000
Mississippi State Univ.	4	\$559,000	Idaho, Boise State Univ.	10	\$457,000
Univ. of Alabama Training	4	\$140,000			
Illinois	5	\$1,835,000			
Ohio	5	\$1,572,000			

**Appendix L
Cooperative Agreement Form OSHA-110**

<p align="center">U.S. DEPARTMENT OF LABOR Occupational Safety and Health Administration</p> <p align="center">COOPERATIVE AGREEMENT</p> <p align="center">OSHA 21(d) ON-SITE CONSULTATION PROGRAM</p>	<p align="right">(1) Page 1 of 1</p> <p>Region: _____</p> <p>State: _____</p> <p>Grantee: _____</p> <p>Grant Number: <u>CS</u> _____</p> <p>Starting Date: October 1, 2009 Ending Date: September 30, 2010</p>												
<p>(2) Recipient</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____ Recipient Liaison Representative</p> <p>_____ Area Code and Telephone Number</p>	<p>(3) U.S. Department of Labor</p> <p>_____ OSHA Liaison Representative</p> <p>_____ Area Code and Telephone Number</p>												
<p>(4) Authorized under P.L. 105-197, under Section 21(d)</p> <table style="width:100%; border: none;"> <tr> <td style="width: 70%;"></td> <td align="right" style="width: 30%;">Percent Total Funds (Nearest 0.1%)</td> </tr> <tr> <td>1. Federal Base Award Amount:</td> <td align="right">_____ %</td> </tr> <tr> <td>2. 100% Federal Funds for Travel and Training: <small>(Please include in line 1)</small></td> <td align="right">_____ %</td> </tr> <tr> <td>3. Total Recipient Share:</td> <td align="right">_____ %</td> </tr> <tr> <td>4. Recipient 100% Funding: <small>(Please include in line 3)</small></td> <td align="right">_____ %</td> </tr> <tr> <td>5. Total State and Federal Funds Allocated to This Agreement <small>(Line 1 plus Line 3)</small></td> <td align="right">_____ %</td> </tr> </table> <div style="border: 1px solid black; background-color: #f0f0f0; padding: 5px; margin-top: 10px;"> <p>Terms and Conditions of the Cooperative Agreement This COOPERATIVE AGREEMENT consists of the entire application, Including all attachments, exhibits, enclosures, etc.</p> </div>			Percent Total Funds (Nearest 0.1%)	1. Federal Base Award Amount:	_____ %	2. 100% Federal Funds for Travel and Training: <small>(Please include in line 1)</small>	_____ %	3. Total Recipient Share:	_____ %	4. Recipient 100% Funding: <small>(Please include in line 3)</small>	_____ %	5. Total State and Federal Funds Allocated to This Agreement <small>(Line 1 plus Line 3)</small>	_____ %
	Percent Total Funds (Nearest 0.1%)												
1. Federal Base Award Amount:	_____ %												
2. 100% Federal Funds for Travel and Training: <small>(Please include in line 1)</small>	_____ %												
3. Total Recipient Share:	_____ %												
4. Recipient 100% Funding: <small>(Please include in line 3)</small>	_____ %												
5. Total State and Federal Funds Allocated to This Agreement <small>(Line 1 plus Line 3)</small>	_____ %												
<p>(5) Recipient Approval</p> <p>Signature _____ Date _____</p> <p>_____ Type Name and Title</p>	<p>(6) Federal Approval</p> <p>Signature _____ Date _____</p> <p>Kimberly A. Locey, Director Administrative Programs</p>												
<p>Form OSHA 110 Revised February 2001</p>													

APPENDIX M
Application for Federal Assistance and Budget Information -
Non-Construction Programs (SF-424 and SF-424A)

Forms SF-424 and SF-424A are available on Grants.gov, accessible at:

<http://apply07.grants.gov/apply/forms/sample/SF424-V2.0.pdf>
<http://apply07.grants.gov/apply/forms/sample/SF424A-V1.0.pdf>

Note: These links are provided for informational purposes only to assist in preparing your application off-line. The actual application submitted to Grants.gov must use the mandatory forms found in the Funding Opportunity posted in Grants.gov.

**APPENDIX N
SUPPORTING DETAILS OF ANTICIPATED COSTS**

PART A: CONSULTATION

A. PERSONNEL: (List all positions having salary charged to Consultation.)						Total	
<u>Position</u>	<u>Type</u> ¹	<u>Status</u> ²	<u>Cond.</u> ³	<u>Location</u>	<u>% Time 21(d)</u>	<u>Salary</u>	
1. Consultant				Subtotal:			
2. Supervisory consultant/clerical				Subtotal:			
B. FRINGE BENEFITS: (List Cost Formula[s])						Total	
1. Consultant				Subtotal:			
2. Supervisory consultant/clerical				Subtotal:			
C. TRAVEL: (100% Describe in Training Plan)						Total	
1. Out-of-State (100% Federal)				Subtotal:			
Training							
Other (specify)							
2. Within State (90% Federal)				Subtotal:			
Training							
Promotion							
Consultative Visits							
Other (specify)							
D. EQUIPMENT: (tech/list in Equipment Listing)						Total	
E. SUPPLIES: (tech/itemize & describe)						Total	
F. CONTRACTS: (all sources)						Total	
1. Lab Analysis (include #samples)				Subtotal:			
2. Industrial Hygiene Services				Subtotal:			
3. Other (specify)				Subtotal:			
G. OTHER (items not covered elsewhere)						Total	
1. 100% non-travel costs of training				Subtotal			
2. Other (itemize and describe)				Subtotal			
H. TOTAL OF DIRECT CHARGES: (A. through G.)						Total	

¹ S—TS—S/S—H—TH—H/S—SEC

² Encumbered/Vacant

³ Previously Approved/New

APPENDIX O
SUPPORTING DETAILS OF ANTICIPATED COSTS
PART B: ADMINISTRATION

A. PERSONNEL: (List all positions having salary charged to Administration.) **Total** _____

<u>Position</u>	<u>Type</u> ¹	<u>Status</u> ²	<u>Cond.</u> ³	<u>Location</u>	<u>% Time 21(d)</u>	<u>Salary</u>
-----------------	--------------------------	----------------------------	---------------------------	-----------------	---------------------	---------------

B. FRINGE BENEFITS: (List Cost Formula[s]) **Total** _____

C. TRAVEL: (100% Describe in Training Plan) **Total** _____

1. Out-of-State (100% Federal) Subtotal: _____

Training	
Annual On-site Consultation	
Training Conference	
Other (specify)	

2. Within State (90% Federal) Subtotal: _____

Training	
Promotion	
Accompanied visits	
Other (specify)	

D. EQUIPMENT: (office/list in Equipment Listing) **Total** _____

E. SUPPLIES: (office/itemize & describe) **Total** _____

F. CONTRACTS: (all sources) **Total** _____

1. Computer Costs Subtotal _____

2. Lease of office equipment Subtotal _____

3. Service of office equipment Subtotal _____

4. Other (specify) Subtotal _____

G. OTHER (items not covered elsewhere) **Total** _____

1. 100% non-travel costs of training Subtotal _____

2. Other (itemize and describe) Subtotal _____

H. TOTAL OF DIRECT CHARGES: (A. through G.) **Total** _____

I. INDIRECT CHARGES **Total** _____

J. TOTAL ADMINISTRATION (H. plus I.) **Total** _____

¹ MGT – SEC

² Encumbered/Vacant

³ Previously Approved/New

APPENDIX P

IT and OSHANET Hardware and Software Information and Rules of Behavior
(for most current forms, please go to the DIT LAP)

Purchasing Hardware and Software Checklist

In an effort to assist OSHANet State and Consultation sites with purchasing Information Technology (IT) equipment and software; DIT has provided a checklist for purchasing Hardware and/or Software.

Following these simple steps will ensure timely processing of your request. Not following these steps may result in request delays; as we have no other alternative but to return all incomplete packages without action.

1. The **First Step** in requesting hardware and software products is completing the Acquisition Certification Form, along with the following supporting documents:

- Acquisition Certification Form
- Energy Star - you can find this on the product website (*for hardware only*)
- Section 508-<http://www.govconnection.com/IPA/Content/GovPromos/Section508.htm>.
- Quote
- *For Connectivity of Network Hardware Devices* – (Printers, Multi-function copiers, All-In One etc) -Your OSHANet/Help DeskTeam, or your Regional Site Administrator must complete and certify the IT Security Policy Certification Checklist for Networked Devices
- Network Hardware Device Specifications (can be found on product website)

Once we have completed the *Acquisition Certification Form* with the supporting documents your package is then submitted to the Directorate of Information Technology for approval. After the *Acquisition* is approved, it will be emailed to you; which gives you authorization to purchase the product.

2. The **Second Step** when applicable, in this process is the completion of the Installation Authorization Form along with the following supporting information/documents:

- Installation Authorization Form
- Copy of software license
- PO/Receipt
- Machine Names (for individual) (attached is guide on “*Steps How to Find the Computer (Machine Name) for Your Workstation*”) or Server Name (for network devices connection)
- User Name(s)

The purpose of the *Installation Authorization Form* is to collect information required to populate fields in our Software Tracking System Database as a formal notification that the product has undergone the necessary checks and balances for installation.

3. These forms, along with the supporting documentation, should be scanned and emailed to:
oshahswrequest@dol.gov

4. If you need immediate assistance, please call: (202) 693-1818 or (202) 693-1737.

Checklist

Listed below is a checklist to assist users with providing the required supporting documentation before submitting your package for approval. All items may not apply for your request, so contact our IT Policy and Planning Specialist with questions concerning your request via e-mail at oshahwsrequest@dol.gov or by phone at (202) 693-1737.

(Step 1) Acquisition Requirement

- _____ Acquisition Certification Form
- _____ Section 508 Information
- _____ Energy Star (for hardware products)
- _____ Quote
- _____ IT Security Policy Certification Network Device Checklist (for hardware products)
- _____ Product Specification (for hardware products)

(Step 2) Installation Requirements:

- _____ Installation Authorization Form (Machine Name(s) / User Name(s) or Server Name (OSHANet connectivity products))
- _____ License /Lease
- _____ PO/Receipt

OSHANet

Rules of Behavior

This document describes the Rules of Behavior for the OSHA network (OSHANet). The OSHA Directorate of Information Technology (DIT) owns and manages the OSHA Network (OSHANet). The rules contained herein clearly delineate responsibilities of and expectations for all individuals that use the OSHANet. Please read this document carefully, and keep it for future reference. Non-compliance with these rules may result in disciplinary actions.

Responsibilities

1. The OSHA DIT is responsible for IT security for the OSHANet system.
2. The OSHA DIT is responsible for program policies and procedures that relate to all OSHANet -wide applications and configuration.
3. Users are required to adhere to these Rules of Behavior.
4. Users are required to report violations of this policy to the OSHA helpdesk.

Related DOL\OSHA Policies

5. OSHA Instruction ADM 1-0.19, "OSHANet Acceptable Usage Policy".
6. Appendix A: DOL Enterprise Wide Directory Services (EWDS) System Security Plan, "EWDS Rules of Behavior", June 2004.
7. DOL Technical Security Standards Manual (TSSM), Logical Access Controls & Audit Trails Requirements.
8. DOL Computer Security Handbook.

Rules of Behavior

User Accounts

9. Any process or user attempting to access the system without a valid user account is unauthorized.
10. A unique user account must be assigned to every OSHANet user. Shared or generic accounts are not permitted. This includes network, application, and database user accounts.
11. User accounts that are inactive over 90 days will be disabled, and accounts that have been disabled over 120 days will be deleted.

Passwords

12. Passwords must have at least 8 characters, consisting of mixed case, alphanumeric, and special characters.
13. Passwords will expire after 90 days and must be changed.

14. Passwords shall not be reused for at least 5 iterations. Password history shall be maintained to prevent the reuse of passwords.

Notice of Auditing and Monitoring

15. Users of OSHANet resources have no expectation of privacy while using any government-owned or leased information technology resources including, but not limited to: information systems; networks; and related hardware and software, such as workstations, servers, word processors, e-mail, spreadsheets, Internet browsers, etc. Anything and everything done while logged into the system is subject to monitoring and recording.
16. Activity using OSHA information technology resources is subject to Freedom of Information Act (FOIA) requests, to monitoring in the course of system administration, and to audit or law enforcement reviews to protect resources from inappropriate use.
17. The system will be checked periodically to ensure no unauthorized accounts exist, and that the membership of security groups used to grant permissions to control or manage the information system resources have not changed.

Incident Response

18. Users are required to report any suspected or actual security incident to the OSHA helpdesk.

Web Usage

19. Use of the Internet is authorized for OSHANet users for legitimate OSHA business purposes and for limited personal use.
20. OSHANet users are not authorized to use OSHANet resources to engage in any fund raising activity, endorse any product or services, participate in any lobbying activity, or engage in any active political activity.
21. OSHANet users are not authorized to use OSHANet resources to deliberately attempt to degrade the performance of an information system (including computers, microcomputers, networks, and telephone systems) or affect the availability or access to OSHANet resources.
22. No software licensed to the Government may be uploaded or sent to other sites without explicit authorization from OSHA.
23. Users shall not connect to a site that contains sexually explicit, offensive or other inappropriate material, and must disconnect from that site immediately.

Authorized Software, Hardware, and Downloading

24. Only OSHA-provided software upgrades, patches, service packs, and other updates made available from network drives or other OSHA authorized distribution methods may be applied to operating systems or software programs that comprise the standard OSHANet software configuration.

- 25.** No software product or program that is not properly licensed for use by OSHA may be installed or run on any OSHANet workstation or server.
- 26.** Installation of any software package which is not included in the list of OSHA's approved software requires explicit authorization from OSHA DIT.
- 27.** OSHA will require the removal of any non-standard software product or program installed on an OSHANet server or workstation, if it is determined that the product or program interferes with the operation or security of any OSHANet resources or services.
- 28.** No software product or program that is not properly licensed for use by OSHA may be downloaded, installed, or run on any OSHANet workstation or server.
- 29.** Only DIT authorized hardware shall be connected to the OSHANet. DIT approval must be granted for all hardware devices, including non-DIT owned laptops, external USB drives, etc., prior to their connection to the OSHANet.
- 30.** Any file that is downloaded must be scanned for viruses before it is run or accessed.

Change Management

- 31.** All changes to OSHANet infrastructure, servers, applications, and networking equipment must follow the OSHANet change management procedures.

I have read the above Rules of Behavior for OSHANet. I understand these terms and agree to abide by them while using OSHANet resources.