



# OSHA NOTICE

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

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**DIRECTIVE NUMBER:** 03-05 (TED 3)

**EFFECTIVE DATE:** 7-8-03

**SUBJECT:** Combined Application for 23(g) Grants and 21(d) Consultation Cooperative Agreements for FY 2004

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## ABSTRACT

- Purpose:** This Notice establishes a streamlined (combined) application process and contains instructions for submission of Federal financial applications by States that operate both section 23(g) State plans covering the private sector and section 21(d) On-Site Consultation Projects. States are to submit a combined 23(g)-21(d) fiscal year 2004 funding application which includes a single performance plan reflecting the integrated nature of both programs. Separate financial documents are required and must be included in one application package as detailed in this Notice.
- Scope:** This Notice applies to States that operate both section 23(g) State plans covering the private sector and section 21(d) Consultation Projects.
- References:** OSHA Instruction TED 3.6, Consultation Policies and Procedures Manual, 29 CFR 1908, STP 2-0.22B, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (OMB Circular A-102), and Cost Principles for State and Local Governments (OMB Circular A-87).
- Cancellations:** None
- Expiration Date:** This Notice expires on October 30, 2004
- Action Offices:** National Office, Regional Offices and States
- State Impact:** This Notice establishes revised instructions for State funding applications and as such is a Federal Program Change requiring State action.

**Originating Office:** Directorate of Cooperative and State Programs

**Contact:** U.S. Department of Labor  
Directorate of Cooperative and State Programs  
Frances Perkins Building, Room N-3700  
200 Constitution Avenue, NW  
Washington, DC 20210  
(202) 693-2200

By and Under the Authority of  
John L. Henshaw  
Assistant Secretary

## **Executive Summary**

This notice contains instructions and forms to assist Project Managers in State-Plan States and Regional staff in preparing and reviewing the Combined Application for 23(g) Grants and 21(d) Consultation Agreements.

## **Significant Changes**

Outlined within this Notice are significant changes, including:

- A. On the Projected Program Activities Chart, new columns for Recognition and Exemption and Inspection Deferral Data have been added.
- B. Outlined in Appendix R are the revisions to the Consultation Funding Formula. Any further changes to the funding formula will be distributed by memorandum.
- C. Recognition and exemption program and inspection deferral data collected and monitored by the OSBA will be tracked as part of the OSHA Strategic Management Plan for 2003-2008. As a result of significant increases in funding, an increase in new recognition and exemption program and inspection deferral participation is anticipated. Consultation Project Managers are to discuss and/negotiate with the Regional Administrator planned recognition and exemption program and inspection deferral participation rates. Additionally, recognition and exemption program and inspection deferral data must be included in the Consultation Annual Project Plan (CAPP) for FY '04. If additional guidance is needed in this area, please seek the assistance of the National Office analyst assigned to your region.
- D. The principles underlying State Plan 5 year strategic and annual performance plans have been slightly modified to reflect the FY 03-08 Federal Strategic Management Plan. (See section VII)
- E. Each Project is required to provide a narrative discussion and outline a strategy regarding what activities they will undertake during FY 2004, to market the Consultation Program.

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## **Combined Application for 23(g) Grants and 21(d) Consultation Cooperative Agreements**

- I. Purpose. This Notice establishes a streamlined (combined) application process and contains instructions for submission of Federal financial applications by States that operate both 23(g) State plans covering private sector employment and 21(d) Consultation Projects. Here after it will be referred to as the combined application. States are to submit a combined 23(g)-21(d) FY 2004 funding application that includes a single performance plan reflecting the integrated nature of both programs. Separate financial documents are required, but they should be included in one application package as detailed in this Notice.
- II. Scope. This Notice applies to States that operate both section 23(g) State plans covering private sector employment and section 21(d) Consultation Projects. It does not apply to 21(d) consultation projects in Federal enforcement States or public employee only State plans.

State plan States operating 21(d) consultation programs which elect to submit separate funding applications and performance plans must notify and reach prior agreement with their Regional Administrator. Instructions for the 21(d) cooperative agreement applications in Federal enforcement States are contained in DIR 02-04 (TED 3-0), FY 2004 Consultation Cooperative Agreement Application. General instructions for 23(g) grant preparation are contained in chapter 5 of OSHA Instruction STP 2-0.22B, and the annual funding memorandum for FY 2004 issued on June 9, 2003.

States operating their private sector consultation programs under their State plans with 23(g) funding must continue to follow the instructions contained in OSHA Instruction STP 2-0.22B and the June 9, 2003, memorandum on submission of FY 2004 23(g) Grant Applications.

- III. References. OSHA Instruction TED 3.6, Consultation Policies and Procedures Manual, 29 CFR 1908, STP 2-0.22B, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (OMB Circular A-102), and Cost Principles for State and Local Governments (OMB Circular A-87).
- IV. Expiration Date. This Notice expires on October 30, 2004.
- V. Action Information.
- A. Responsible Office. Directorate of Cooperative and State Programs (DCSP), Offices of Small Business Assistance and State Programs.
- B. Action Offices.
1. National Office.
    - The Directorate of Administrative Programs (DAP), Division of Grants Management is responsible for reviewing financial documents and updating the Payment Management System to enable states to draw down funds.

- The Office of Small Business Assistance (OSBA) and the Office of State Programs (OSP) must jointly review all components of the combined grant application as detailed in this Notice. Also, discuss with Regional Office representative any issues prior to the development of an award letter.

2. Regional Offices. Regional Offices must coordinate with State plans within their jurisdiction. They must discuss any consultation issues with the program analyst assigned in OSBA. State Plan Program issues should be discussed with the representatives in OSP. Finally, regional personnel should provide assistance to State Program representatives and Consultation Program Analysts.

3. States. State plan States submitting combined funding applications must follow the instructions detailed in this Notice.

VI. Federal Program Change. This Notice establishes revised instructions for State funding applications and as such is a Federal Program Change requiring State action.

VII. Significant Changes.

- A. On the Projected Program Activities Chart, new columns for Recognition and Exemption and Inspection Deferral data have been added.
- B. Outlined in **Appendix R** are the revisions to the Consultation Funding Formula. Any further changes to the funding formula will be distributed by memorandum.
- C. Recognition and exemption program and inspection deferral data collected and monitored by the OSBA will be tracked as part of the OSHA Strategic Management Plan for 2003-2008. As a result of significant increases in funding, an increase in new recognition and exemption program and inspection deferral participation is anticipated. Consultation Project Managers are to discuss and/negotiate with the Regional Administrator planned recognition and exemption program and inspection deferral participation rates. Additionally, recognition and exemption program and inspection deferral data must be included in the Consultation Annual Project Plan (CAPP) for FY '04. If additional guidance is needed in this area, please seek the assistance of the National Office analyst assigned to your region.
- D. The principles underlying State Plan 5 year strategic and annual performance plans have been slightly modified to reflect the FY 03-08 Federal Strategic Management Plan. (See section VII)
- E. Each Project is required to provide a narrative discussion and outline a strategy regarding what activities they will undertake during FY 2004, to market the Consultation Program. At a minimum the following areas should be discussed:
  - Conference participation;

- Speaking engagements;
- Mailings;
- Public service announcements;
- Publications/pamphlets for dissemination and;
- Press releases

VIII. Strategic Plans. State Plans whose 5-year strategic plans have an end date of FY 2003 will need to develop new strategic plans for submission with their FY 2004 grant application. States which have already revised their five-year strategic plans with end dates of FY 2004 and beyond will need to submit documentation to the extent that further revisions are made to their current strategic plans. All States must continue to have performance goals directed toward reducing workplace fatalities, injuries and illnesses (consistent with OSHA's Goal 1 in its previous strategic plan and new OSHA/DOL Performance Goals 3.1C and 3.1D as contained in the FY 2003-2008 OSHA Strategic Management Plan). Additional goals may be included at the State's option. The final OSHA plan is available on OSHA's website <http://www.osha.gov/stratplanpublic/index.html>.

States will not be required to adopt the specific Federal rate reduction goals or establish their own rates for reduction of overall illnesses and injuries/fatalities in their State. However, State plan efforts are expected to contribute to the achievement of the national fatality and injury/illness rate reduction goals (15% for fatalities and 20% for injuries and illnesses) established federally, over the next five years. OSHA will rely on national BLS data, including aggregate rate data from the State Plan States, to document progress toward meeting the national goals. States are expected to track these data and adjust State specific performance goals and strategies as necessary to assure that overall State fatalities, injuries and illnesses rate trends are consistent with the National OSHA goals.

States will continue to have the option to tailor their performance goals to their own needs and circumstances and may continue with existing goals and strategies focused on hazards and/or industries, as a means to support our common goal of reducing overall fatalities, injuries and illnesses. Alternatively, States may follow the approach outlined in OSHA's FY 2003-2008 Strategic Management Plan, with specific, rate reduction targets for fatalities, injuries and illnesses in annual priority Areas of Emphasis. States that choose to follow the federal model will have the flexibility to set different Areas of Emphasis and different percentage reductions to reflect their own state circumstances and expectations.

Revised State Strategic Plans should reflect Consultation (and other Compliance Assistance) strategies as well as enforcement efforts in a manner that will be consistent with combined 23(g)/21(d) Annual Performance Plans.

The state process for adopting new or revised performance goals must be coordinated with the Regional Administrator; and, state performance goals, strategies, processes, activities, targets, and measurements, are subject to negotiation and OSHA approval.

Chapter 5, Paragraphs E and F, of OSHA Instruction STP 2-0.22B describe OSHA's policies and procedures for submitting State 5-year strategic plans and for submitting required change documentation.



IX. Combined Application -- Annual Performance Plan. The Annual Performance Plan consists of a brief narrative section covering program information and two tabular sections covering annual performance goals and projected 21(d) consultation activities, as described below. The Annual Performance Plans must describe the specific activities the State will perform to accomplish its performance goals during FY 2004 and must be aligned with the States 5-year strategic plan. Issues relating to State participation in the OSHA Performance Tracking and Measurement System (OPTMS) will be addressed in a separate Notice. Each Annual Performance Plan must include the following elements:

A. Program Information.

1. Overview of the States Occupational Safety and Health Program. Provide a comprehensive overview of the States current occupational safety and health program, including the following information:
2. Profile of the State Agency. Total number of allocated staff and break-out of compliance and consultation staff, expressed in full-time equivalents (FTEs). (See the Sample Chart of Break-out of Personnel, **Appendix H.**) Also include an organizational chart.
  - a. State Demographic Profile. Number of employers, by major Standard Industrial Classification (SIC) Division and number of covered employees, by major SIC Division.
  - b. Identification of Covered Issues. List those issues that the State's OSH program covers and those that it does not. If the State program covers all issues, it should state so.
3. Statement of Compliance or Non-compliance with Appropriations Riders
4. Mandated Activities. Because activities mandated under the OSH Act (for example, inspections, citations, and employee rights) are considered core elements of an effective occupational safety and health program, they should be tied to achievement of the States strategic goals. The Annual Performance Plan should discuss the performance of mandated activities as strategic tools wherever appropriate to achieve the goals. For example, standards, inspections, and citations are among the tools which could be used to achieve the strategic goal of reducing injuries and illnesses.

Where the mandated activities are neither tied to specific strategic goals nor addressed through the State Activity Mandated Measures report, they are covered by the grant assurances. These assurances address:

- a. Prohibition against advance notice
- b. Employee access to hazard and exposure information

- c. Safeguards to protect an employer's trade secrets
- d. Employer recordkeeping
- e. Legal procedures for compulsory process and right of entry
- f. Posting of employee protections and rights
- g. Right of an employee representative to participate in walk-around
- h. Right of an employee to review a decision not to inspect (following a complaint)
- i. Voluntary compliance programs, when relevant to 23(g) private sector consultation activities (Assurances specific to 21(d) cooperative agreements are submitted separately in the cooperative agreement application.)

5. Internal Quality Assurance Program 21(d). If a 21(d) Consultation Project has made any significant changes to its Internal Quality Assurance program, those changes must be described in detail. Indicate if no changes have occurred.

B. Annual Performance Goals. For each performance goal in the States strategic plan that is to be addressed during that program year, the State must:

- 1. Establish objective and measurable annual performance goals to be achieved by the State during the program year.
- 2. Identify the performance indicators (including activity, intermediate outcome, and primary outcome measures) that will be used to assess progress toward achievement of the States performance goals during that program year.
- 3. Succinctly and completely describe the enforcement and compliance assistance strategies and activities (including private and public sector consultation) that will be applied to accomplish the annual performance goal. Provide projections of the numbers of inspections and onsite consultation visits, where applicable.

The annual performance goals should be presented in the format in **Appendix I**, Part

1. When enforcement and consultation share a performance goal, the strategy, indicator, data source, and baseline must clearly describe differences in monitoring and measurement.

C. Projected 21(d) Consultation Program Activities: In addition to discussing 21(d) Consultation activities as they relate to each performance goal above, the total numbers of projected 21(d) activities must be provided in the format in **Appendix I**,

Part 2.

X. Combined Application -- Financial Documents. The 21(d) financial documents are located in **Appendices A, B and C.** The 23(g) financial documents are located in **Appendices J, K and L.** **Appendices A and L** contain the assurances and certifications specific to its program funding source, and both must be submitted.

A. 21(d) Financial Documents. The Cooperative Agreement (Form OSHA 110) and the Application for Federal Assistance (SF-424 and SF-424A) must be prepared using the FY 2003 base funding level. See **Appendix M** for funding levels. Any increase for FY 2004 funding for the program will be awarded through the amendment process.

Each state must submit to the Office of Financial Management, Division of Grants Management, two originals of the Cooperative Agreement application package with original signatures on each copy of the Cooperative Agreement and the Application for Federal Financial Assistance. Accuracy of the financial documents is critical to the timely award of the Cooperative Agreement. Applications containing significant deficiencies will not be approved. Any application that is not in substantial accord with the instructions will be returned to the recipient for modifications.

1. Funding Levels. All amounts entered in the Cooperative Agreement (Form OSHA 110), the Application for Federal Assistance (SF 424), and the related worksheet must be based on the FY 2003 authorized award levels.
2. Administrative Cap. OSHA will continue the current 25 percent ceiling limitation on administrative costs. This limitation requires that no more than 25 percent of the 90 percent federal/10 percent recipient costs (including 100 percent federal monies) may be budgeted for administrative costs.
3. Salary Target. Each state must devote a minimum of 50 percent of its 90 percent federal/10 percent recipient funds (including 100 percent federal monies) to consultant salaries and fringe benefits. States unable to meet this target must provide an explanation of why they cannot meet this targeted goal.
4. Minimum Staffing. At least four professional FTEs, two full-time safety specialists and two full-time industrial hygienists or their equivalents must be included in each states 21 (d) personnel plan. All of the states 21(d) consultants must be employed at least 50% of their time in the Consultation Program and must spend at least 50% of their time engaged in consultation activity. States should note that a failure to maintain minimum staffing levels will impact the performance criteria in the funding formula. Projects needing to deviate from this minimum must seek approval from the National Office.
5. OSHA Restrictions and Conditions. The State official with signature authority must sign the assurances and certifications, lobbying certification, and OSHA-specific restrictions and conditions.

- B. 23(g) Financial Forms. Grant Agreement (Form OSHA 110 – **Appendix J**) and the Application for Federal Assistance (SF424 and SF424A – **Appendix K**). Each State must submit two originals of the grant application package, with original signatures on both copies of the Grant Agreement (Form OSHA 110) and the Application for Federal Assistance (SF 424). The State official with signature authority must submit two copies with original signatures of the assurances and certifications, lobbying certification, and OSHA-specific restrictions and conditions.

Initial FY 2004 23(g) grant agreement documents should be prepared at the FY 2003 final base award level (see **Appendix N** for funding levels). Those States that were unable to match the full amount available to them in FY 2003 may submit their FY 2004 request at that level if they will be able to match those funds in FY 2004. Unmatched funds in FY 2003 that remain unmatched in FY 2004 will be permanently redistributed during the final FY 2004 grant award process. All costs on the Application for Federal Assistance (SF 424A) can be identified under two budget categories, Administration and Program based on the States actual organizational structure. (A third category must be added where 100% State funds are used.) States may, however, continue to use the previously required nine categories (general administration; safety inspections; health inspections; on-site consultation & other voluntary programs; training & education; standards; management information systems; laboratories; and review process & non-discrimination), if that better reflects the State's actual organizational structure. Although the financial information for fringe benefits, travel, supplies, construction, total direct charges, indirect charges, and total object categories is not required to be shown on the Supportive Cost Break-Out Listing, it must be provided on the SF 424A.

1. Supportive Cost Break-Out. States are required to provide financial information for 4 object class categories, personnel, equipment, contractual and other, based on either the Administration/Program categories or the State's actual organizational structure. The personnel information provided on the Supportive Cost Break-Out Listing must correspond to the organizational chart included in the Annual Performance Plan.

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| SPECIAL REQUEST: The three (3) States (Kentucky, Puerto Rico, and Washington) operating 23(g) private sector consultation programs are asked to separately identify the funds and staffing devoted to their private sector consultation effort. This will allow us to better present information on the nationwide on-site consultation effort. |
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2. Administrative Cap. The 25 percent ceiling on administrative costs remains in effect. Administrative costs include the cost of all management staff above first-line supervisors as well as costs associated with the approved State Indirect Rate. No more than 25 percent of the total 50/50 grant funding may be budgeted for administrative costs without an approved justification.

3. Program Income. States which are collecting fees associated with grant activities should report the estimated amount of income expected to be generated from the grant on line 7 of the SF 424A. States should include a narrative description of the program income, including the nature and source of the income in the grant application. The program income may be reflected as part of the States matching funds contribution. Also, States must report program income on the SF269 B Financial Status Report submitted each quarter. For more information on program income, please refer to OMB Circular A102 B Section 2e.
4. Salt Lake Technical Center (SLTC). States wishing to use the SLTC services for industrial hygiene sample analysis in FY 2004 will need to submit a new Memorandum of Agreement (MOA) with their FY 2004 grant application package. The MOA (See **Appendix Q**) is available for download from the State Plans section of the OSHA Limited Access Page and must be modified to include State-specific information. As indicated in an April 3, 2002, memorandum, States without Memoranda of Agreements may send samples to SLTC on a periodic, as-need basis. States should include sufficient funds in their grant application to cover payment for sample analysis whether on an on-going basis through an MOA or on an occasional use basis.
5. Telecommunication Costs for Specific States. In FY 2003, OSHA absorbed all OSHANET-related telecommunication costs. This policy will be revisited in FY 2004.
6. Computer Equipment Purchases. States should plan for the regular replacement of IT equipment so that they continue to support all required systems. **Appendix O** contains the current specifications for OSHA-purchased PCs and replacements for the OSHANET NT/Mail Server, for State use in preparing the Grant Application. Assuming an expected 3 to 4 year life cycle, States should use these as *minimum* specifications for all new computers purchased using 23(g) funds. States participating in the OSHANET are strongly encouraged to upgrade their PCs and OSHANET NT Mail/Servers in coordination with OSHA's replenishment schedule to assure that there will be no performance or compatibility issues. All State Information Technology equipment and system modifications must be coordinated with the Directorate of Information Technology in advance.
7. Assurances and Certifications; OSHA Restrictions and Conditions. – The general program assurances are the same as last year's. The OSHA-specific Restrictions and Conditions address mandated program elements and the general restrictions on the expenditure of OSHA funds. OSHA has changed its billing procedures for services to non-Federal sources. The Office of Management and Budget (OMB) has informed OSHA that it can no longer reflect payments from non-Federal sources in the accounts receivable line in the end-of-year accounting reports. Payment for work performed by the

Federal Government for non-Federal organizations must be received by the end of the fiscal year, unless a specific statutory exemption exists. OSHA does not have an exemption. Letters concerning this change were mailed in June 2003 to state designated representatives for the Integrated Management Information System (IMIS) and Salt Lake Technical Center (SLTC) billings. The OSHA Restrictions and Conditions have been updated to reflect that grantees will pay OSHA for these services. The State official with signature authority must submit two copies with original signatures of the certification, assurances, lobbying and OSHA-specific restrictions and conditions. (Appendix L)

8. Administrative Requirements. The administrative requirements for the State plan 23(g) grants are in the *Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments* (OMB Circular A-102) that has been codified in the Code of Federal Regulations for the Department of Labor – 29 CFR 97. The website is: [http://www.dol.gov/dol/allcfr/Title\\_29/Part\\_97/toc.htm](http://www.dol.gov/dol/allcfr/Title_29/Part_97/toc.htm).
9. Cost Principles. The cost principles applicable to the 23(g) grants are in OMB Circular A-87, *Cost Principles for State and Local Governments* (Website: <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>).
10. Financial Reports – The following financial reports are required.

Department of Health and Human Services – Payment Management System Federal Cash Transactions Report (PSC 272, PSC 272A through E) is due in the Regional Office 30 days after the end of each federal fiscal quarter. Recipients are to submit two signed copies of the report.

Financial Status Report (SF-269) is due in the Regional Office 30 days after the end of each federal fiscal quarter. Recipients are to submit two signed originals of this report.

**Note:** 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.

**Close-out Reporting** – All agreements must be closed 90 days after the end of the performance period (generally December 31). A copy of the Financial Status Report must accompany the recipient's close-out documents.

**Close-out Extensions** – Recipients unable to close out by December 31 are required to request a close-out extension from the Regional Office in writing by December 1, providing an explanation of why they cannot close-out in a timely manner. An interim (preliminary) Financial Status Report (covering October-

December) is due in the Regional Office on January 31, even when a close-out extension has been approved. All requests for close-out extensions must be transmitted to the National Office for inclusion in the official file, and any extensions beyond February 28 must be approved by the National Office.

- XI. National Office Responsibilities. The National Office is responsible for reviewing and approving the combined 23(g)-21(d) application, and verifying that the application meets all required financial, operational and policy requirements.
- A. Directorate of Cooperative and State Programs. Consultation staff is responsible for reviewing regional consultation comments and conducting concurrent reviews of the consultation component of the Annual Performance Plans with Regional Office staff. State program staff is responsible for review of the entire application including Regional comments and recommendations.
- B. Directorate of Administrative Programs. Grants Management staff is responsible for reviewing financial documents for accuracy, posting funding award levels in the Payment Management System, and transmitting the award letters to each recipient.
- XII. Regional Administrators Responsibilities. Throughout the application and review process, the Regional Administrator remains the point of contact with the State(s). The Regional Administrator is responsible for submitting an information copy of each combined application to the Division of Grants Management immediately upon receipt from the State and for reviewing the application. By August 15, 2003, the Regional Administrator must submit a transmittal memorandum for each State application, reflecting recommendations for approval or disapproval of the application, annual performance plan and, if appropriate, changes to the 5-year strategic plan. The transmittal package must include two copies of the combined application with original signatures, where required, on the financial documents. In addition, the transmittal memorandum must reflect the Region's assessment of any unresolved issues in the application and note any questionable items along with specific suggested language for any restrictions which should be placed on the financial award, if an appropriate State response is not received prior to processing in the National Office. Regions are urged to resolve all issues prior to submission so that the application may be approved expeditiously. The National Office package must be forwarded to the attention of:

Arlene Williams  
U.S. Department of Labor  
Occupational Safety and Health Administration  
200 Constitution Avenue NW  
Room N-3419  
Washington, DC 20210

- XIII. State Program and Consultation Project Managers Responsibilities. Office of Management and Budget (OMB) Circulars A-102 and A-110 require that financial awards be made at least 10 days prior to the beginning of their grant or agreement periods. States are responsible for coordinating with their Regional Administrator to agree on a schedule which will allow submission of the combined application to the National office by August 15, 2003.

XIV. Application Checklist

**Application Checklist**

The completed application package must contain:

The combined FY 2004 Annual Performance Plan  
financial documents - 21(d)  
financial documents - 23(g)



## Appendices

|                   |  |
|-------------------|--|
| <b>Appendix A</b> | Cooperative Agreement for Consultation <ul style="list-style-type: none"><li>- Assurances and Certifications</li><li>- Lobbying Certification</li><li>- OSHA Restrictions and Conditions</li></ul> |
| <b>Appendix B</b> | Financial Forms <ul style="list-style-type: none"><li>- Application for Federal Assistance (SF 424)</li><li>- Budget Information (Non-Construction Programs - SF 424A)</li></ul>                   |
| <b>Appendix C</b> | Cooperative Agreement Form OSHA – 110  |
| <b>Appendix D</b> | FY 2004 Approved Consultation Equipment Procurement Listing  |
| <b>Appendix E</b> | EQUIPMENT INVENTORY for Consultation   |
| <b>Appendix F</b> | Annual Training Plan   |
| <b>Appendix G</b> | FY 2004 Accompanied Visit Plan   |
| <b>Appendix H</b> | Sample Chart of Break-out of Personnel   |
| <b>Appendix I</b> | Tables for Annual Performance Plan <ul style="list-style-type: none"><li>- Part 1 Annual Performance Goals</li><li>- Part 2 Projected Consultation 21(d) Program Activities</li></ul>              |
| <b>Appendix J</b> | Grant Form OSHA – 110  |
| <b>Appendix K</b> | Financial Documents for 23(g) <ul style="list-style-type: none"><li>- Application for Federal Financial Assistance (424 and 424A)</li></ul>  |
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## **Appendix A**

### **Cooperative Agreement for OSHA Consultation under Sections 21(c) and 21(d) of the Occupational Safety and Health Act of 1970**

This document must be signed by the State Designee for Consultation.

## **Cooperative Agreement for OSHA 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 (hereinafter called the Act), it is hereby agreed that the Assistant Secretary of Labor for Occupational Safety and Health (hereinafter called the Assistant Secretary) and the \_\_\_\_\_ (hereinafter called 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.
  - Application for Federal Assistance (SF-424)
  - Budget Information--Non-Construction Programs (SF-424A)
  - Certifications, Assurances, Lobbying Restrictions, and OSHA Restrictions and Conditions Cooperative Agreement (Form OSHA-110)
  - Performance Projections
  - Annual Training Plan
  - Accompanied Visit Plan
  - Supporting Details of Anticipated Costs (Appendix S)
- 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 work places (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 one hundred percent (100%) 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 ninety percent (90%). 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. The Supporting Details of Anticipated Costs should correspond to the information on the SF424A. 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 consultation staff engaged in promotion, scheduling, visit preparation, hazard identification, program assistance, training and education, offsite 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.) 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.

- (1) **Personnel** costs shall include the salaries of positions identified in Part A: Consultation as 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. 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 and (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 who provide direct support to consultants and consultant supervisors.

- (2) **Fringe Benefits** shall include the costs of benefits for personnel identified in Part A: Consultation as 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. Costs include payments for retirement, social security, workers' compensation, life insurance, medical insurance, etc. Include the cost formula for each fringe benefit. 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 who provide direct support to consultants and consultant supervisors.
- (3) **Certification Costs** For those employees seeking professional certification in safety and health, a Project Manager may use cooperative agreement funds to pay for the travel/per diem to a professional certification examination preparation course approved by the employee's supervisor; and if needed, costs associated with applying for and taking a professional certification examination; and travel/per diem related to taking a professional certification examination.

For those employees who fail on their first attempt at professional certification examination, a Project Manager may not use cooperative agreement funds to pay for costs associated with a second preparation course. However, a Project Manager may use cooperative agreement funds to pay for the travel/per diem related to taking the professional certification a second time, and if needed, costs associated with taking of the professional certification examination a second time.

For those employees who fail to pass a professional certification examination on their second attempt, **a Project Manager may not use cooperative agreement funds to pay for any additional costs related to that employee seeking that specific professional certification.**

Additionally, the Project Manager is not authorized to pay annual maintenance fees for maintaining professional certifications from cooperative agreement funds.

**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. Please contact Hank Payne at [payne.henry@dol.gov](mailto:payne.henry@dol.gov) if you have any questions about the acceptability of any professional certification organization.**

Project Managers must use 90/10 funds for employee preparation or certification and the cooperative agreement cannot support certification fees 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% of the cost of the examination preparation or examination fees may be charged to the cooperative agreement.

- (4) **Travel** shall include the costs of authorized travel for personnel identified in Part A: Consultation as safety consultant (S), safety consultant trainee (TS), safety supervisor (S/S), industrial hygiene consultant (H), industrial hygiene consultant trainee (TH) and industrial hygiene supervisor (H/S). Costs shall include travel required to conduct promotional visits, onsite consultation visits and offsite assistance. Travel to attend professional development/training courses (e.g., OTI) and regional and national consultation meetings, except that cost of travel for all participants to the Annual Consultation Conference, must be charged to administration. 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.

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 agreement funds used to pay for the individuals 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.

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.

- (5) **Equipment** shall include 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. All equipment so defined shall be listed in the Approved Consultation Equipment Procurement Listing.
- (6) **Supplies** shall include the costs of all tangible consultant technical property and materials other than equipment as defined above. Please itemize and describe all supply costs.
- (7) **Contracts** shall include the costs of contracts with all sources, whether non-state government or state government sources, for the provision of services associated

with consultant field activities (e.g., occupational health consultation, laboratory 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.

- (8) **Other** shall include 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 consultation staff; subscriptions to safety and health journals; and training aids, instructional programs and promotional materials which are used by consultants to perform consultation activities.
- (9) **Total Direct Charges** shall consist of the total of the above costs (Items 1. - 7.) for Consultation.

B. **Administration.** Administrative costs consist of all direct costs associated with the management and support of the consultation program and all indirect costs. 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 and similar functions; and related materials, supplies, equipment and staff training. They also include the administration portion of total ADP costs. (ADP costs should be distributed between consultation and administration in the proportion to which ADP services support each function.) Additional 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.

- (1) **Personnel** shall include the salaries of positions identified in Part B: Administration as management (MGT) and direct clerical support (SEC) to these positions. 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.
- (2) **Fringe Benefits** shall include the costs of benefits for personnel identified in Part B: Administration as management (MGT) and direct clerical support (SEC) to these positions. Costs include payments for retirement, social security, workers' compensation, life insurance, medical insurance, etc. Include the cost formula for each fringe benefit. 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.
- (3) **Certification Costs** For those employees seeking professional certification in safety and health, a Project Manager may use cooperative agreement funds to pay for the travel/per diem to a professional certification examination preparation course

approved by the employee's supervisor; and if needed, costs associated with applying for and taking a professional certification examination; and travel/per diem related to taking a professional certification examination.

For those employees who fail on their first attempt at professional certification examination, a Project Manager may not use cooperative agreement funds to pay for costs associated with a second preparation course. However, a Project Manager may use cooperative agreement funds to pay for the travel/per diem related to taking the professional certification a second time, and if needed, costs associated with taking of the professional certification examination a second time.

For those employees who fail to pass a professional certification examination on their second attempt, **a Project Manager may not use cooperative agreement funds to pay for any additional costs related to that employee seeking that specific professional certification.**

Additionally, the Project Manager is not authorized to pay annual maintenance fees for maintaining professional certifications from cooperative agreement funds.

**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. Please contact Hank Payne at [payne.henry@dol.gov](mailto:payne.henry@dol.gov) if you have any questions about the acceptability of any professional certification organization.**

Project Managers must use 90/10 funds for employee preparation or certification and the cooperative agreement cannot support certification fees 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% of the cost of the examination preparation or examination fees may be charged to the cooperative agreement.

- (4) **Travel** shall include the costs of authorized travel for personnel identified in Part B: Administration as management (MGT) personnel and for all personnel conducting accompanied visits. Costs shall include travel required to attend safety and health conferences (subject to the restrictions in V.A.3., above), regional and national consultation meetings and professional development/training courses. Appropriate supporting details for out-of-state travel (per diem, airfare, registration fees, miscellaneous, etc.) shall 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.

Attendance at the Annual Consultation 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 with 100% federal funds.

- (4) **Equipment** shall include 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. All equipment so defined shall be



listed in the Approved Consultation Equipment Procurement Listing.

- (5) **Supplies** shall include the costs of all tangible office property and desk-top materials other than equipment as defined in this section. List supply costs by major category.
- (6) **Contracts** shall include the costs of contracts with all sources, whether non-state government or state government sources, for the provision of administrative support services (e.g., service contracts for maintenance of office equipment, leasing of photocopiers, fiscal services, etc.).
- (7) **Other** shall include 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 which 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 consultation program by administrative staff.
- (8) **Total Direct Charges** shall consist of the total of the above costs (Items 1. through 7.) for Administration.

## **VI. SPECIAL PROVISIONS.**

- A. A listing of approved positions is contained in the FY 2004 Supporting Details of Anticipated Costs of this agreement. Key personnel include project managers, supervisors, and consultants. Any changes in these positions must be approved by the Regional Administrator.
- B. Microcomputer equipment (hardware and software), regardless of unit cost, requires the written prior approval of DCSP and must be listed in the Approved Consultation Equipment Procurement Listing (Part II, Section B).
- C. Unless a State has made special provisions for such, substantive programmatic work may not be transferred to another agency (subrecipient) under this agreement.
- D. Unless a State having a Plan approved under Section 18 of the Act has designated a State agency/facility for this purpose, the laboratory designated by OSHA to provide analysis of samples for all projects shall be:

Wisconsin Occupational Health Laboratory  
2601 Agriculture Drive  
Madison, WI 53718  
Telephone 800-446-0403  
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)
  2. *Cost Principles for Educational Institutions*  
(OMB Circular A-21)

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

1. **Department of Health and Human Services - Payment Management System Federal Cash Transactions Report (PSC 272, PSC 272 A through E)** is due in the Regional Office 30 days after the end of each federal fiscal quarter. Recipients are to submit two signed copies of the report.
2. **Financial Status Report (SF-269)** is due in the Regional Office 30 days after the end of each federal fiscal quarter. Recipients are to submit two signed originals of the report.
  - (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). A copy of the Financial Status Report must accompany the recipient's close-out documents.
  - (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) Financial Status Report (covering October - December) is due in the Regional Office on January 31, even when a close-out extension has been approved. All requests for close-out extensions must be transmitted to the National Office for inclusion in the official file, and any extensions beyond February 28 must be approved by the National Office.
3. **Cooperative Agreement (Form OSHA-110)** must accompany the Application for Federal Assistance (SF-424). This is the only time this form is completed.
4. **Other** performance reports and copies of forms as may be required for program management purposes will be distributed as necessary.

G. Unless different instructions are provided by the Director of Cooperative and State Programs 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 DOL or OMB regulations.

## **VII. ADDITIONAL SPECIAL PROVISIONS.**

The following special provisions are added to this agreement.

- A. Approval of this agreement depends upon Congressional action on the Department of Labor's appropriation for FY 2004.

- 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 one hundred percent [100%] 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, DOL administrative requirements set forth at 29 CFR Parts 95 and 97 (Institutions of Higher Education), or provisions set forth in 29 CFR 1908. 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 timeframe.
- 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.** In addition, cost-of-living increases will be based on the executed award amount, not proposed funding levels.

**OPTIONAL INSERT(S) TO THE COOPERATIVE AGREEMENT**

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

Two provisions pertain to Items VI.C. and 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:

As a State having a Plan approved under Section 18 of the Act, \_\_\_\_\_ designates the following State laboratory to provide analysis of samples:

Agency name:

Address:

Telephone number: ( ) \_\_\_\_\_

Contact person:

Estimated number of samples:

One provision pertains to paragraph V., "Allocation of Costs."

Allowable travel costs and per diem expenses related to travel, but not salaries or other costs, for \_\_\_\_ will be reimbursed to the State under the terms of this agreement when the following conditions are met:

The travel is intended for the purposes of properly administering the agreement or furthering consultation operations.

The travel was approved in the initial agreement or received the prior *written* approval of the Regional Administrator.

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

- A. 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 OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 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. 290 dd-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 subagreements.
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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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 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, and the Single Audit Act Amendment of 1996, P.L. 104-156.
19. Will comply with all applicable requirements of all other Federal laws, executive accordance, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants) and that all subrecipients 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 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 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 Recognition and Exemption Programs in 23(g) state plans with 21(d) consultation programs.
5. 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 higher hazard industries or that have the most hazardous conditions at issue in the request.
6. Prepares appropriately for visits.
7. Conducts an initial onsite 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 walk through the workplace, and a closing conference.
8. Retains the right to confer with employees during an onsite visit.
9. During the opening conference, explains the relationship between consultation and enforcement and also explains the employer's obligation to protect employees if certain hazardous conditions are identified.
10. Focuses onsite activity primarily on those areas, conditions, or hazards within the requested scope of the visit.
11. During onsite activity, advises the employer of the employers obligations and responsibilities under applicable Federal or State law and implementing regulations.
12. When identifying hazards, indicate to the employer, using the consultants best judgement, whether the situation would be classified as serious or other-than-serious hazard.
13. Informs the employer that the employer is obligated to take immediate action to eliminate

hazards that pose imminent danger.

14. Establishes a time frame for the correction of each hazard identified during onsite activity, and provides the employer with a “List of Hazards”, and advises the employer to post the “List” until the hazard is corrected or three days, whichever is longer.
15. Informs the employer that the employer’s failure to abate an identified hazard within the established time frame (or extension of the timeframe) results in notification of the appropriate OSHA enforcement authority.
16. Prepares and sends to the employer a written report containing substantive findings or recommendations and a list of hazards are to be posted accordingly.
17. Preserves the confidentiality of information pertaining to trade secrets that may have been obtained during an onsite visit.
18. Conducts consultative activity independently of any OSHA enforcement activity.
19. Does not provide to OSHA the identity of, or files pertaining to, employers requesting consultation services for any compliance inspection or scheduling activity, except in cases where the employer has failed to abate a hazard or the employer has elected to participate in the Safety and Health Achievement Recognition Program.
20. Assures that onsite consultation visits already in progress have priority over OSHA compliance inspections except in the case of imminent dangers, fatality/catastrophe investigations, complaint investigations, or other investigations deemed critical by the Assistant Secretary.
21. Terminates onsite visits for imminent dangers, fatality/catastrophe investigations, complaint investigations, or other investigations deemed critical by the Assistant Secretary.
22. Does not conduct onsite consultation visits while OSHA enforcement inspections are in progress.
23. Explains to the employer that a condition of participation in the Safety and Health Achievement Recognition Program is that requirements pertaining to serious hazards apply equally to other-than-serious hazards.
24. Uses consultants who are employees of the State and are qualified under State requirements for employment in the field of occupational safety and health.
25. 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.

- 26. Maintains an organized system for monitoring the performance of consultants.
- 27. Submits narrative reports that contain timely/accurate information and submits data such as IMIS that is needed for monitoring and evaluation purposes, as required, to the Regional Administrator.
- 28. 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% state funds are used, and the state has an accounting mechanism in place to assure that no section 21(d) or matching funds are expended on these activities.)

|   |                |
|---|----------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE          |
| APPLICANT ORGANIZATION                      | DATE SUBMITTED |

## **Appendix B**

### **Application for Federal Assistance (SF-424) and Budget Information - Non-Construction Projects (SF-424A)**

These forms are available on the Internet at  
[http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html)

**Appendix C  
Cooperative Agreement (Form OSHA-110)**

|   |   |  |   |                                      |         |  |         |                                  |         |  |         |
|---|---|--|---|--------------------------------------|---------|--|---------|----------------------------------|---------|--|---------|
| <p align="center"><b>U.S. DEPARTMENT OF LABOR</b><br/>Occupational Safety and Health Administration</p> <p align="center"><b>COOPERATIVE AGREEMENT</b></p> <p align="center"><b>OSHA 21(d) CONSULTATION PROGRAM</b></p>   | <p align="right">(1) <span style="float: right;">Page 1 of 1</span></p> <p><b>Region:</b> _____</p> <p><b>State:</b> _____</p> <p><b>Grantee:</b> _____</p> <p><b>Grant Number:</b> <u>E9F4-</u>_____</p> <p><b>Starting Date:</b> October 1, 2003<br/><b>Ending Date:</b> September 30, 2004</p> |  |   |                                      |         |  |         |                                  |         |  |         |
| <p>(2) Recipient</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Recipient Liaison Representative</p> <p>_____</p> <p>Area Code and Telephone Number</p>   | <p>(3) U.S. Department of Labor</p> <p>_____</p> <p>OSHA Liaison Representative</p> <p>_____</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:50%;"></td> <td align="right" style="width:50%;"><b>Percent Total Funds<br/>(Nearest 0.1%)</b></td> </tr> <tr> <td><b>1. Federal Base Award Amount:</b></td> <td align="right">_____ %</td> </tr> <tr> <td><b>2. 100% Federal Funds for Travel and Training:</b><br/><small>(Please include in line 1)</small></td> <td align="right">_____ %</td> </tr> <tr> <td><b>3. Total Recipient Share:</b></td> <td align="right">_____ %</td> </tr> <tr> <td><b>4. Recipient 100% Funding:</b><br/><small>(Please include in line 3)</small></td> <td align="right">_____ %</td> </tr> </table> <div style="background-color: #e0e0e0; padding: 5px; margin-top: 10px;"> <p>Terms and Conditions of the Cooperative Agreement<br/>This <b>COOPERATIVE AGREEMENT</b> consists of the entire application,<br/>Including all attachments, exhibits, enclosures, etc.</p> </div> |   |  | <b>Percent Total Funds<br/>(Nearest 0.1%)</b> | <b>1. Federal Base Award Amount:</b> | _____ % | <b>2. 100% Federal Funds for Travel and Training:</b><br><small>(Please include in line 1)</small> | _____ % | <b>3. Total Recipient Share:</b> | _____ % | <b>4. Recipient 100% Funding:</b><br><small>(Please include in line 3)</small> | _____ % |
|   | <b>Percent Total Funds<br/>(Nearest 0.1%)</b>   |  |   |                                      |         |  |         |                                  |         |  |         |
| <b>1. Federal Base Award Amount:</b>  | _____ %   |  |   |                                      |         |  |         |                                  |         |  |         |
| <b>2. 100% Federal Funds for Travel and Training:</b><br><small>(Please include in line 1)</small>  | _____ %   |  |   |                                      |         |  |         |                                  |         |  |         |
| <b>3. Total Recipient Share:</b>  | _____ %   |  |   |                                      |         |  |         |                                  |         |  |         |
| <b>4. Recipient 100% Funding:</b><br><small>(Please include in line 3)</small>  | _____ %   |  |   |                                      |         |  |         |                                  |         |  |         |
| <p>(5) Recipient Approval</p> <p>Signature _____ Date _____</p> <p>_____</p> <p>Type Name and Title</p>   | <p>(6) Federal Approval</p> <p>Signature _____ Date _____</p> <p>_____</p> <p>Type Name and Title</p>   |  |   |                                      |         |  |         |                                  |         |  |         |

**Appendix D**

State:

**FY 2004 APPROVED CONSULTATION  
EQUIPMENT PROCUREMENT LISTING**

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<br>(include brand and model) | Number  |              | Cost per Unit | Total Cost | National Office Use Only |    |                |          | Remarks |
|---|---------|--------------|---------------|------------|--------------------------|----|----------------|----------|---------|
|   | On Hand | For Purchase |               |            | Approved                 |    | Title Transfer |          |         |
|   |         |              |               |            | Yes                      | No | Yes            | Initials |         |
| EXAMPLE:<br>Laptop: Toshiba Satellite Pro     | 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 F  
ANNUAL TRAINING PLAN  
FY 2004**

Date: \_\_\_\_\_

State: \_\_\_\_\_

| List Personnel by ID Number and Type<br>(Mgt/S/IH/etc.) | Training Activity & Location. List Per Diem/<br>Airfare/Reg. Fee/Misc/etc. for Out-of-state<br>training. | Indicate by Number the Competency Area<br>that Training will Address* |
|---|--|---|
|   |  |   |

- |                                    |   |
|------------------------------------|---|
| *1. Hazard Identification          | 5. Safety and Health Program Requirements |
| 2. Assessment of Risk and Exposure | 6. Effective Communications               |
| 3. Knowledge of Standards          | 7. Other (specify)                        |
| 4. Hazard Correction Techniques    |   |

**NOTE:** 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. All training included in the plan is eligible for 100% Federal funding, subject to the approval by the FSO Director.



## **Appendix G**

### **FY 2004 Accompanied Visit Plan**

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 H**  
**Sample Chart of Break-out of Personnel**

| <b>Position</b>  | <b>Type of Staff</b>          | <b>Number of 23(g) or Cooperative Agreement Funded Staff**</b> | <b>Number of 100% State-Funded Staff**</b> | <b>Total**</b> |
|--|-------------------------------|--|--|----------------|
| <b>Compliance Officers*</b>                              | Safety                        |  |  |                |
|  | Health                        |  |  |                |
|  |                               |  |  |                |
| <b>23(g) Consultants*</b>                                | Safety                        |  |  |                |
|  | Health                        |  |  |                |
|  |                               |  |  |                |
| <b>21(d) Staff</b>                                       | Managerial                    |  |  |                |
|  | ConsultantsC Safety*          |  |  |                |
|  | ConsultantsC Health*          |  |  |                |
|  | Clerical/Data systems support |  |  |                |
|  | Marketing                     |  |  |                |
|  | Trainers                      |  |  |                |
|  |                               |  |  |                |
| <b>Total Number of Allocated State Plan Personnel***</b> |                               |  |  |                |
|  |                               |  |  |                |

\* Include all allocated positions in which more than 50% of the time is spent conducting inspections (or consultation visits)

\*\* Expressed in allocated FTEs.

\*\*\* Include both allocated administrative and program positions

## Appendix I Tables for Annual Performance Plan

### Appendix I, Part 1: Annual Performance Goals

|                           |  |
|---------------------------|--|
| Strategic Goal #:         |  |
| Performance Goal #        |  |
| Annual Performance Goal # |  |
| Strategy                  |  |
| Indicator(s)              |  |
| Data Source(s)            |  |
| Baseline                  |  |
| Comment                   |  |

|                           |  |
|---------------------------|--|
| Strategic Goal #:         |  |
| Performance Goal #        |  |
| Annual Performance Goal # |  |
| Strategy                  |  |
| Indicator(s)              |  |
| Data Source(s)            |  |
| Baseline                  |  |
| Comment                   |  |

|                           |  |
|---------------------------|--|
| Strategic Goal #:         |  |
| Performance Goal #        |  |
| Annual Performance Goal # |  |
| Strategy                  |  |
| Indicator(s)              |  |
| Data Source(s)            |  |
| Baseline                  |  |
| Comment                   |  |

[Repeat as needed.]

**Appendix I, Part 2 - Projected Program Activities**

| Annual Performance Goal#                     | Projected Visits      |        |                         |        |           |        |                         |                    |                                  |   |
|--|-----------------------|--------|-------------------------|--------|-----------|--------|-------------------------|--------------------|----------------------------------|---|
|  | Initial Hazard Visits |        | Training and Assistance |        | Follow-Up |        | Combined Totals by Goal | SHARP <sup>1</sup> | Inspection Deferral <sup>2</sup> | Other Non-Visit Related Activities <sup>3</sup> |
|  | Safety                | Health | Safety                  | Health | Safety    | Health |                         |                    |                                  |   |
| Performance Goal #x                          |                       |        |                         |        |           |        |                         |                    |                                  |   |
| Performance Goal #y                          |                       |        |                         |        |           |        |                         |                    |                                  |   |
| Performance Goal #z                          |                       |        |                         |        |           |        |                         |                    |                                  |   |
| Performance Goal #xx                         |                       |        |                         |        |           |        |                         |                    |                                  |   |
| Performance Goal #yy                         |                       |        |                         |        |           |        |                         |                    |                                  |   |
| Local Emphasis Program                       |                       |        |                         |        |           |        |                         |                    |                                  |   |
| Other Visits                                 |                       |        |                         |        |           |        |                         |                    |                                  |   |
| <b>Total by Safety or Health</b>             |                       |        |                         |        |           |        |                         |                    |                                  |   |
| <b>Combined Safety and Health Activities</b> |                       |        |                         |        |           |        |                         |                    |                                  |   |

<sup>1</sup>Enter the number of projected new SHARP sites and renewals in this column.

<sup>2</sup>Enter the number of projected new Inspection Deferrals only.

<sup>3</sup>Activities reflected in this column must be entered on the Intervention Form (Form 66), so that they can be captured in the IMIS for annual reports to Congress. States working with Small Business Development Centers on record keeping, Emergency Preparedness, etc. should record these activities on this worksheet and on the Intervention Form in order to get credit when the funding formula is calculated.

## **Appendix J**

State plan officials should use the Grant Agreement Form 110 FY 2004 which can be found on the State Programs Limited Access Page

**<http://omds.osha.gov/fso/LAP/fso/osp/>**

**Appendix K**  
**23(g) Financial Documents**

**Application for Federal Assistance (SF-424)**  
**and**  
**Budget Information - Non-Construction Projects (SF-424A)**

The 23(g) financial documents can be found on the State Programs Limited Access Home Page:  
<http://omds.osha.gov/fso/LAP/fso/osp/>

## **Appendix L**

### **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. Further certain 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 OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 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; 8 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. 290 dd-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, 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.
8. 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.
9. 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 subagreements.

## ASSURANCES and CERTIFICATIONS

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10. 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.
11. 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 (Clear Air) Implementation Plans under Section 1768 of the Clear 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. 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.
16. 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.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of June 30, 1997.
18. Will comply with all applicable requirements of all other Federal laws, executive accordance, regulations and policies governing this program.
19. 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.
20. 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



## ASSURANCES and CERTIFICATIONS

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- (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

21. 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants) and that all subrecipients 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.

Section 18. Of the "Lobbying Disclosure Act of 1995", signed by the President on December 19, 1995, requires that

## ASSURANCES and CERTIFICATIONS

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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 (Revised May 2003)

22. A number of restrictions and conditions are applicable to all grantees and are made a part of these assurances and certifications by the Occupational Safety and Health Administration (OSHA). These include program elements mandated by the Occupational Safety and Health Act of 1970 as amended and implementing regulations that are not addressed through other available monitoring and reporting mechanisms, and a number of other restrictions:
- (a) The grantee assures that the following mandated program elements are and will continue to be implemented in accordance with all statutory and regulatory requirements: (1) prohibition against advance notice of inspection; (2) employee access to hazard and exposure information; (3) safeguards to protect an employer's trade secrets; (4) employer recordkeeping; (5) legal procedures for compulsory process and right of entry; (6) posting of employee protections and rights; (7) right of an employee representative to participate in walk-around; (8) Right of an employee to review a decision not to inspect (following a complaint) and; (9) voluntary compliance programs.
  - (b) The grantee agrees to pay OSHA for mainframe processing services provided through the Integrated Management Information System (IMIS). The fourth quarter payment will be based on an estimated bill. All bills must be paid no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary
  - (c) No section 23(g) grant or matching state funds may be expended for the purchase of internal peripherals in conjunction with the NCR equipment without prior approval from the Directorate of Information Technology.
  - (d) No section 23(g) grant or matching state funds may be expended for the development or operation of a substitute/alternate IMIS system unless it provides all data required by OSHA and the OSHA IMIS, in an acceptable electronic format. Any State developing an optional system as part of the IMIS Redesign must continue to provide all required data, in the required format, during the development and implementation of such State system.
  - (e) No section 23(g) grant or matching state funds may be expended for programs coming within the jurisdiction of and/or funded by another federal agency, whether or not the federal program is administered by the designated State plan agency.
  - (f) OSHA reserves the right to transfer title to equipment acquired under this agreement with a unit cost of \$5,000 or more.
  - (g) The grantee agrees to pay OSHA for industrial hygiene sample analysis services provided by the Salt Lake Technical Center (SLTC) laboratory. Any State using the SLTC as its primary analytical laboratory must have a signed Memorandum of Agreement on file. The fourth quarter payment will be based on an estimated bill. All bills must be paid no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.

**ASSURANCES and CERTIFICATIONS**

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(h) No section 23(g) or matching state funds may be expended for activities prohibited under OSHA's Appropriation Riders. One hundred percent (100%) State funds only must be used if the State chooses to perform prohibited activities; an accounting mechanism must be in place to assure that no section 23(g) or matching State funds are expended on these activities. (Any State using 100% State funds for such prohibited activities must appropriately utilize available IMIS coding to reflect this.)

|  |                       |
|--|-----------------------|
| <b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> | <b>TITLE</b>          |
| <b>APPLICANT ORGANIZATION</b>                      | <b>DATE SUBMITTED</b> |

**APPENDIX M - FY 2004 Initial Base Awards for 21(d) Consultation**

| <b>Recipient</b>     | <b>Region</b> | <b>FY 2004<br/>Base Award</b> | <b>Recipient</b>         | <b>Region</b> | <b>FY 2004<br/>Base Award</b> |
|----------------------|---------------|-------------------------------|--------------------------|---------------|-------------------------------|
| Connecticut          | 1             | \$982,000                     | Arkansas                 | 6             | \$965,000                     |
| Maine                | 1             | \$452,000                     | Louisiana                | 6             | \$767,000                     |
| Massachusetts        | 1             | \$1,371,000                   | New Mexico               | 6             | \$489,000                     |
| New Hampshire        | 1             | \$417,000                     | Oklahoma                 | 6             | \$1,170,000                   |
| Rhode Island         | 1             | \$444,000                     | Texas                    | 6             | \$2,530,000                   |
| Vermont              | 1             | \$391,000                     | Iowa                     | 7             | \$592,000                     |
| New Jersey           | 2             | \$1,818,000                   | Kansas                   | 7             | \$568,000                     |
| New York             | 2             | \$3,531,000                   | Missouri                 | 7             | \$859,000                     |
| Delaware             | 3             | \$424,000                     | Nebraska                 | 7             | \$546,000                     |
| District of Columbia | 3             | \$452,000                     | Colorado State U         | 8             | \$950,000                     |
| Maryland             | 3             | \$852,000                     | Montana                  | 8             | \$419,000                     |
| Pennsylvania, IU     | 3             | \$1,618,000                   | North Dakota             | 8             | \$281,000                     |
| Virginia             | 3             | \$966,000                     | South Dakota             | 8             | \$411,000                     |
| West Virginia        | 3             | \$454,000                     | Utah                     | 8             | \$451,000                     |
| Alabama University   | 4             | \$1,023,000                   | Wyoming                  | 8             | \$418,000                     |
| Florida              | 4             | \$1,898,000                   | Arizona                  | 9             | \$689,000                     |
| Georgia Tech         | 4             | \$1,220,000                   | California               | 9             | \$5,118,000                   |
| Mississippi State U  | 4             | \$563,000                     | Hawaii                   | 9             | \$458,000                     |
| North Carolina       | 4             | \$1,287,000                   | Nevada                   | 9             | \$582,000                     |
| South Carolina       | 4             | \$751,000                     | Guam                     | 9             | \$275,417                     |
| Tennessee            | 4             | \$872,000                     | Northern Mariana Islands | 9             | \$200,000                     |
| Alabama Training     | 4             | \$136,000                     | Virgin Islands           | 9             | \$250,000                     |
| Illinois             | 5             | \$1,847,000                   | Alaska                   | 10            | \$621,000                     |
| Indiana              | 5             | \$731,000                     | Idaho, Boise State U     | 10            | \$461,000                     |
| Michigan             | 5             | \$1,600,000                   | Oregon                   |               | \$303,000                     |
| Minnesota            | 5             | \$927,000                     |                          |               |                               |
| Ohio                 | 5             | \$1,579,000                   | <b>**Unallocated</b>     |               | <b>\$706,583</b>              |
| Wisconsin Health     | 5             | \$969,000                     | <b>TOTAL</b>             |               | <b>\$53,204,000</b>           |
| Wisconsin Commerce   | 5             | \$715,000                     |                          |               |                               |
| Wisconsin Laboratory | 5             | \$1,834,000                   |                          |               |                               |

**Appendix N**  
**OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION**  
**STATE PLAN STATES - 23(G) OPERATIONAL GRANTS**

**FY 2004 INITIAL AWARD LEVELS**

| STATE PLAN               | FY 2003 Final<br>Base Award | FY 2003<br>Unmatched Funds | FY 2004 Initial<br>Award Level |
|--------------------------|-----------------------------|----------------------------|--------------------------------|
| <b>Alaska</b>            | <b>\$1,344,000</b>          | <b>\$0</b>                 | <b>\$1,344,000</b>             |
| <b>Arizona</b>           | <b>\$1,618,000</b>          | <b>\$148,000</b>           | <b>\$1,766,000</b>             |
| <b>California</b>        | <b>\$22,561,000</b>         | <b>\$0</b>                 | <b>\$22,561,000</b>            |
| <b>Connecticut (PEO)</b> | <b>\$552,000</b>            | <b>\$0</b>                 | <b>\$552,000</b>               |
| <b>Hawaii</b>            | <b>\$1,631,000</b>          | <b>\$0</b>                 | <b>\$1,631,000</b>             |
| <b>Indiana</b>           | <b>\$2,626,000</b>          | <b>\$46,000</b>            | <b>\$2,672,000</b>             |
| <b>Iowa</b>              | <b>\$1,707,000</b>          | <b>\$14,000</b>            | <b>\$1,721,000</b>             |
| <b>Kentucky</b>          | <b>\$3,240,000</b>          | <b>\$0</b>                 | <b>\$3,240,000</b>             |
| <b>Maryland</b>          | <b>\$3,917,000</b>          | <b>\$48,000</b>            | <b>\$3,965,000</b>             |
| <b>Michigan</b>          | <b>\$9,732,000</b>          | <b>\$0</b>                 | <b>\$9,732,000</b>             |
| <b>Minnesota</b>         | <b>\$3,780,000</b>          | <b>\$0</b>                 | <b>\$3,780,000</b>             |
| <b>Nevada</b>            | <b>\$1,066,000</b>          | <b>\$0</b>                 | <b>\$1,066,000</b>             |
| <b>New Jersey (PEO)</b>  | <b>\$1,819,000</b>          | <b>\$0</b>                 | <b>\$1,819,000</b>             |
| <b>New Mexico</b>        | <b>\$765,000</b>            | <b>\$0</b>                 | <b>\$765,000</b>               |
| <b>New York (PEO)</b>    | <b>\$3,067,000</b>          | <b>\$0</b>                 | <b>\$3,067,000</b>             |
| <b>North Carolina</b>    | <b>\$5,023,000</b>          | <b>\$0</b>                 | <b>\$5,023,000</b>             |
| <b>Oregon</b>            | <b>\$5,016,000</b>          | <b>\$0</b>                 | <b>\$5,016,000</b>             |
| <b>Puerto Rico</b>       | <b>\$2,378,000</b>          | <b>\$0</b>                 | <b>\$2,378,000</b>             |
| <b>South Carolina</b>    | <b>\$2,155,000</b>          | <b>\$47,000</b>            | <b>\$2,202,000</b>             |
| <b>Tennessee</b>         | <b>\$3,187,000</b>          | <b>\$0</b>                 | <b>\$3,187,000</b>             |
| <b>Utah</b>              | <b>\$1,252,000</b>          | <b>\$27,000</b>            | <b>\$1,279,000</b>             |
| <b>Vermont</b>           | <b>\$670,000</b>            | <b>\$8,000</b>             | <b>\$678,000</b>               |
| <b>Virgin Islands</b>    | <b>\$319,000</b>            | <b>\$3,000</b>             | <b>\$322,000</b>               |
| <b>Virginia</b>          | <b>\$3,300,000</b>          | <b>\$236,000</b>           | <b>\$3,536,000</b>             |
| <b>Washington</b>        | <b>\$6,783,000</b>          | <b>\$0</b>                 | <b>\$6,783,000</b>             |
| <b>Wyoming</b>           | <b>\$462,000</b>            | <b>\$0</b>                 | <b>\$462,000</b>               |
| <b>TOTAL</b>             | <b>\$89,970,000</b>         | <b>\$577,000</b>           | <b>\$90,547,000</b>            |

## Appendix O

### Specifications for New PCs and Mail Servers

| <b>Hardware Specifications</b> |   |
|--------------------------------|---|
| Base Unit:                     | 2.26GHz, P4, 533FSB, 512K Cache, Small Minitower Base   |
| Memory:                        | 512MB, Non-ECC, 266MHz DDR, 1x512   |
| Keyboard:                      | Performance USB Keyboard  |
| Monitor:                       | 17" monitor (16 inch viewable image size) that supports the resolution at 1024 x 768, flat CRT Monitor  |
| Video Card:                    | Integrated Video - Intel DVMT   |
| Hard Drive:                    | 40GB EIDE, 7200 RPM, ATA/100 Hard Drive   |
| Floppy Disk Drive:             | 3.5 inch, 1.44MB, Floppy Drive  |
| Operating System:              | Windows XP Professional   |
| Mouse:                         | Logitech USB, Optical, Wheel 2-button Mouse   |
| NIC:                           | Integrated Intel Gigabit NIC, 10/100/1000, with Alert Standards Format  |
| Combo CD-RW DVD-ROM Drive:     | 48X DVD-CDRW Combo, with software decoder   |
| Sound Card:                    | Integrated Sound Blaster Compatible AC97 Sound  |
| Speakers:                      | Internal Chassis Speaker  |
| Service:                       | Next Business Day Parts and Labor On-Site Response, Initial Year plus 2YR Extended  |
| Other:                         | All machines must be NRTL Certified.  |
| Required:                      | "Burn in" (or duplicate) the hard drive image provided by OSHA/DIT onto all units; (number of unit as provided by OSHA) that is, as number of units included on the purchase order. |
| Delivery Requirements:         | <ul style="list-style-type: none"> <li>• Include "inside delivery" for each unit.</li> </ul>  |

#### **Mail Servers:**

Note : As part of the conversion to a DOL Common E-Mail System, OSHA will provide replacement Mail Servers to those OSHANET participant States needing replacements in June/July 2003.

|                             |   |
|-----------------------------|---|
| NT Server                   | HP Proliant DL 380 G2<br>1.4 GHz Processor, 1 Gb memory, 4ea. 18.2 Gb Hard Disks, Hot Swappable AIT Tape Drive, Remote Insight Lights out Edition, Redundant Power Supply and Fan |
| Backup Tapes                | AIT 50/100 10 ea.   |
| Windows NT License          | ver 4.0   |
| MS Exchange License         | ver 5.5   |
| Veritas Backup Exec License | ver 8.6   |
| Veritas Options             | MS Exchange   |
| Trend Micro Anti Virus      |   |
| UPS                         | APC SU1400  |

## Appendix P

### Estimated Cost for Moving To OSHANet

It will cost approximately \$23,000 for a state office to come onto the OSHANET. The costs are broken down as follows:

#### HARDWARE

|                  |                      |
|------------------|----------------------|
| Server           | - \$9,800.00         |
| Tapes            | - \$800.00           |
| Clean. Cart.     | - \$30               |
| BE               | - \$500.00           |
| BE Options       | - \$300.00           |
| UPS              | - \$700.00           |
| Trend            | - \$N/C              |
| NT               | - \$400              |
| Exchange         | - \$400              |
| <b>Sub Total</b> | <b>- \$12,930.00</b> |

|                  |                     |
|------------------|---------------------|
| CISCO 2620       | - \$1,629.45        |
| WIC-2T           | - \$497.00          |
| CAB-SS-V35MT     | - \$71.00           |
| S26CHK9-12208T   | - \$1,207.00        |
| CON-SNT-26XX     | - \$392.00          |
| WS-C2948G        | - \$4,256.45        |
| CON-SNT-WS-C2948 | - \$725.00          |
| <b>Sub Total</b> | <b>- \$8,777.90</b> |

#### CONNECTION

|                    |                     |
|--------------------|---------------------|
| Access             | - \$165.00          |
| Port               | - \$900.00          |
| PVC                | - \$350.00          |
| Equipment(CSU/DSU) | - \$15.00           |
| <b>Sub Total</b>   | <b>- \$1,430.00</b> |

|                             |   |
|-----------------------------|---|
| NT Server                   | HP Proliant DL 380 G2<br>1.4 GHz Processor, 1 Gb memory, 4ea. 18.2 Gb Hard Disks, Hot Swappable AIT<br>Tape Drive, Remote Insight Lights out Edition,<br>Redundant Power Supply and Fan |
| Backup Tapes                | AIT 50/100 10 ea.   |
| Windows NT License          | ver 4.0   |
| MS Exchange License         | ver 5.5   |
| Veritas Backup Exec License | ver 8.6   |
| Veritas Options             | MS Exchange   |
| TrendMicro Anti Virus       |   |
| UPS                         | APC SU1400  |
| <b>Router</b>               | <b>CISCO 2621</b>   |
| <b>Switch</b>               | <b>CISCO 3524</b>   |
| <b>MCI/WorldCom Circuit</b> | <b>DSI – 256 CIR</b>  |

## **Appendix Q Memorandum of Agreement**

**Memorandum of Agreement  
Under Section 18 of the Occupational Safety and Health Act of 1970  
between the [ name of State Plan agency]  
and  
the Occupational Safety and Health Administration (OSHA),  
United States Department of Labor  
for Laboratory Services by the Salt Lake Technical Center (SLTC)**

Establishing conditions under which the [State agency], which operates a State plan approved by the Occupational Safety and Health Administration (OSHA) under Section 18 of the Occupational Safety and Health Act of 1970, will pay the Occupational Safety and Health Administration - Salt Lake Technical Center for laboratory services related to analysis of industrial hygiene samples collected during State occupational safety and health compliance activities.

### **I. Terms of Agreement**

A. OSHA through its Directorate of Technical Support - Salt Lake Technical Center will provide analytical services with regard to industrial hygiene samples gathered during compliance-related activities (and consultation activities in the public sector) by the [State Plan agency]. This service is being provided at the State's request. SLTC will provide the same analytical services to the [State Plan agency] as are provided to the Federal OSHA program, in the same manner and to the same extent. Specific policies and procedures for receipt and analysis of samples and delivery of results will be provided and agreed upon separately between the State and SLTC. Samples will be subject to the same chain of custody, priority and quality assurance procedures as the Federal program; expert witness testimony, when required, will be provided by the SLTC to the [State Plan agency]. Participation in State Plan enforcement litigation will be governed by the policy established in the January 21, 1998, memorandum from the Office of the Solicitor of Labor to the Assistant Secretary (63 FR 35611).

B. The [State Plan agency] agrees to utilize the services of the OSHA Salt Lake Technical Center as its primary/exclusive laboratory for compliance-related sample analysis, and to follow the policies and procedures established for sample gathering and submission by the Federal program. Samples gathered as a result of consultation activities in the private sector, whether pursuant to a Section 21(d) Consultation Agreement or under the State plan, may **not** be submitted to the SLTC for analysis. Samples collected during either compliance or consultation activity in the public sector will be accepted for analysis by the SLTC.



## II. Cost and Payment.

A. The SLTC laboratory will provide these laboratory services at a cost of **\$143** per sample analyzed. This will include all related activity including expert technical advice and consultation and testimony, as mutually agreed appropriate. Quarterly accountings of numbers of samples analyzed for the State will be provided together with a bill requesting payment. The fourth quarter payment will be based on an estimated bill. All bills must be paid no later than September 15, 2004. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year.

B. The [State Plan agency] anticipates a sample workload of approximately # **samples** per year and will pay the U.S. Department of Labor, Occupational Safety and Health Administration, for all services provided within a reasonable timeframe of receipt of billings, but no later than September 15, 2004.. The [State Plan agency] will include sufficient funds for these expenses in its annual State Plan grant application and will pay OSHA with Federal and State grant funds allocated to the program. The [State Plan agency] understands that the additional Federal staff and resources necessary to provide this service are being made available by OSHA based on the expectation of State plan payment for at least the estimated number of samples.

## III. CONTACTS

The [State Plan agency] contact for purposes of this agreement is [Name, title, address, phone, fax, e-mail].

The OSHA contact for SLTC is:

Jimmy Roberts, Director, Salt Lake Technical Center  
OSHA - USDOL  
1781 South 300 West  
Salt Lake City, Utah 84115-1802  
Phone: (801) 524-7901  
E-mail: [roberts.jimmy@dol.gov](mailto:roberts.jimmy@dol.gov)

The OSHA contact for bill processing is:

James Digan, Director  
Office of Program Budgeting  
and Financial Management  
OSHA-DOL  
200 Constitution Ave., NW Room N-3419  
Washington, DC 20210  
Phone: (202) 693-2111  
E-mail: [digan.jim@dol.gov](mailto:digan.jim@dol.gov)

IV. Other Services

The Salt Lake Technical Center will continue to provide other services to the [State Plan agency], such as assistance from the Health Response Team (HRT), in the same manner as currently provided. Requests for such services are to be coordinated through the Regional Office.

V. Period of Agreement

This agreement is entered into for the period **October 1, 2003 through September 30, 2004**, and may/will be renewed annually thereafter, on a fiscal year basis.

\_\_\_\_\_  
David C. Zeigler, Director, Administrative Programs  
Occupational Safety and Health Administration  
U.S. Department of Labor

Signed \_\_\_\_\_, 2003

\_\_\_\_\_  
Authorized State Representative  
State Plan agency

Signed \_\_\_\_\_, 2003

## Appendix R

|   |
|---|
| <b>FY 2003<br/>Consultation Funding Formula</b> |
|---|

OSHA is revising the funding formula used for distributing FY 2003 funding increases to state consultation projects. The revised funding formula will include the following two components:

- *Performance Component* – to receive 70% weighting in the funding formula
- *Parity Component* – to receive 30% weighting in the funding formula.

The Performance Component – The Performance Component will be based on the state’s performance relative to the four criteria established by a federal-state workgroup (using FY 2002 data). The four criteria are:

- Percent of consultation visits conducted in high-hazard establishments
- Percent of initial visits to small businesses
- Total number of visits (initial, training and assistance, follow-up) planned vs. actual
- Percent of serious hazards verified corrected no later than ninety (90) days after the correction due date

Consultation Projects will be allocated funds based on how many of these four performance criteria the state has met. The more criteria that are met, the higher the level of funding that will be received by the State. The chart below summarizes this process:

| In 2002, the Project Met ... | In 2003, the Project will Receive ...                                 |
|------------------------------|---|
| 4 criteria                   | “varying” % x total performance award x State’s % of total base award |
| 3 criteria                   | 80% x total performance award x State’s % of total base award         |
| 2 criteria                   | 70% x total performance award x State’s % of total base award         |
| 1 criterion                  | 0%  |
| 0 criteria                   | 0%  |

The percentage a Project will receive for meeting all four standards is not a fixed percentage, but will vary, depending on the number of Consultation Projects meeting their goals – this is called a “*varying percentage*.” The varying percentage will be **at least** 100% of what the state would receive if funds were distributed solely on the basis of the state’s percentage of the total base award. This amount will be higher if some states do not meet all four criteria, as funds will be redistributed from those projects, which did not meet all four criteria to those that did.

**The Parity Component** – The parity component is designed to achieve equitable funding for state consultation projects over time, as, historically, certain states have been disproportionately over-funded, while others have been under-funded as a result of the timing of their entry of into the consultation program. It should be noted that not all states “qualify” for parity funding. Those states that do not qualify for parity are only eligible for performance-based increases to their base award.

**Appendix S**  
**SUPPORTING DETAILS OF ANTICIPATED COSTS (format)**

**PART A: CONSULTATION**

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

<sup>1</sup>S – TS – S/S – H – TH – H/S – SEC

<sup>2</sup>Encumbered/Vacant

<sup>3</sup>Previously Approved/New

**SUPPORTING DETAILS OF ANTICIPATED COSTS (format)**

**PART B: ADMINISTRATION**

|  |                          |                            |                          |                 |                     |               |                    |
|--|--------------------------|----------------------------|--------------------------|-----------------|---------------------|---------------|--------------------|
| <b>A. PERSONNEL:</b> (List all positions having salary charged to Administration.) |                          |                            |                          |                 |                     |               | <b>Total</b> _____ |
| <u>Position</u>  | <u>Type</u> <sup>1</sup> | <u>Status</u> <sup>2</sup> | <u>Cond</u> <sup>3</sup> | <u>Location</u> | <u>% Time 21(d)</u> | <u>Salary</u> |                    |
| <b>B. FRINGE BENEFITS:</b> (List Cost Formula[s])                                  |                          |                            |                          |                 |                     |               | <b>Total</b> _____ |
| <b>C. TRAVEL: (100% Describe in Training Plan)</b>                                 |                          |                            |                          |                 |                     |               | <b>Total</b> _____ |
| 1. Out-of-State (100% Federal)   |                          |                            |                          |                 | Subtotal:           | _____         |                    |
| Training _____   |                          |                            |                          |                 |                     |               |                    |
| Annual Consultation Conference _____   |                          |                            |                          |                 |                     |               |                    |
| Other (specify) _____  |                          |                            |                          |                 |                     |               |                    |
| 2. Within State (90% Federal)  |                          |                            |                          |                 | Subtotal:           | _____         |                    |
| Training _____   |                          |                            |                          |                 |                     |               |                    |
| Promotion _____  |                          |                            |                          |                 |                     |               |                    |
| Accompanied visits _____   |                          |                            |                          |                 |                     |               |                    |
| Other (specify) _____  |                          |                            |                          |                 |                     |               |                    |
| <b>D. EQUIPMENT: (office/list in Equipment Listing)</b>                            |                          |                            |                          |                 |                     |               | <b>Total</b> _____ |
| <b>E. SUPPLIES: (office/itemize &amp; describe)</b>                                |                          |                            |                          |                 |                     |               | <b>Total</b> _____ |
| <b>F. CONTRACTS: (all sources)</b>   |                          |                            |                          |                 |                     |               | <b>Total</b> _____ |
| 1. ADP   |                          |                            |                          |                 | Subtotal            | _____         |                    |
| 2. Lease of office equipment   |                          |                            |                          |                 | Subtotal            | _____         |                    |
| 3. Service of office equipment   |                          |                            |                          |                 | Subtotal            | _____         |                    |
| 4. Other (specify)   |                          |                            |                          |                 | Subtotal            | _____         |                    |
| <b>G. OTHER (items not covered elsewhere)</b>                                      |                          |                            |                          |                 |                     |               | <b>Total</b> _____ |
| 1. 100% non-travel costs of training   |                          |                            |                          |                 | Subtotal            | _____         |                    |
| 2. Other (itemize and describe)  |                          |                            |                          |                 | Subtotal            | _____         |                    |
| <b>H. TOTAL OF DIRECT CHARGES: (a. through g.)</b>                                 |                          |                            |                          |                 |                     |               | <b>Total</b> _____ |
| <b>I. INDIRECT CHARGES</b>   |                          |                            |                          |                 |                     |               | <b>Total</b> _____ |
| <b>J. TOTAL ADMINISTRATION (h. plus i.)</b>  |                          |                            |                          |                 |                     |               | <b>Total</b> _____ |

<sup>1</sup>MGT - SEC

<sup>2</sup>Encumbered/Vacant

<sup>3</sup>Previously Approved/New