



OSHA NOTICE

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

DIRECTIVE NUMBER: 04-04 CSP 02

EFFECTIVE DATE: June 28, 2004

SUBJECT: Integrated Application for 21(d) Consultation Cooperative Agreements and 23(g) State Plan Grants for FY 2005

ABSTRACT

- Purpose:** This Notice contains instructions and forms for submission of the Integrated Application for 21(d) Consultation Cooperative Agreements and 23(g) State Plan Grants for FY 2005. States are to submit an integrated 21(d) - 23(g) application that includes a single annual performance plan reflecting the integrated nature of both programs. Separate financial documents are required and must be included in the application package.
- Scope:** This Notice applies to States that operate both section 23(g) State plans covering the private sector and section 21(d) Consultation projects. It does not apply to 21(d) Consultation projects in Federal jurisdiction States, or public employee only State plans, or to the three States that provide private sector consultation under the State plan.
- References:** OSHA Instruction CSP 02-00-001 (TED 3.6), Consultation Policies and Procedures Manual, 29 CFR 1908, CSP 01-00-002 (STP 2-0.22B), State Plan Policies and Procedures Manual, 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).
- Expiration Date:** This Notice expires on December 31, 2004.
- Cancellations:** None
- Action Offices:** National, Regional, and State Offices.
- State Impact:** Affected States (see scope) must adhere to the requirements applicable to them as set out in this Notice. No response to this Notice is necessary.
- Originating Office:** Directorate of Cooperative and State Programs

Contact: Office of Small Business Assistance
Office of State Programs
Frances Perkins Building, Room N3700
200 Constitution Ave., NW
Washington, DC 20210
202-693-2213

By and Under the Authority of

John L. Henshaw
Assistant Secretary

Executive Summary:

This Notice contains instructions and forms to assist States and Regional staff in preparing and reviewing the Integrated Application for 21(d) Consultation Cooperative Agreements and 23(g) State Plan Grants.

Significant Changes:

Outlined within this Notice are significant changes, including:

- A. States will not expend any Federal or matching State funds under this Notice towards programmatic efforts under the jurisdiction of and/or funded by other Federal agencies, including those efforts related to safety and health. **See Cooperative Agreement Appendix A, Exhibits III a & b.**
- B. States receiving funding to provide training or purchase equipment for safety and health under the jurisdiction of and/or funded by another Federal agency outside the scope of the 21(d) and 23(g) programs will ensure that Consultation and State plan activities and related full-time employees (FTE's) under this Notice will continue to take priority.
- C. Agreements must include a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number to be considered complete. The Revised Application for Federal Assistance (Form SF-424) will include space to enter a DUNS number. A guide with instructions on obtaining a DUNS number and policy can be found at the Office of Management and Budget's (OMB) website:
http://www.whitehouse.gov/omb/grants/duns_num_guide.pdf.
- D. Funding level amounts entered in the Cooperative Agreement or Grant Form OSHA 110, the Application for Federal Assistance (SF 424), and related worksheet(s) must be based on the final FY 2004 award levels. Initial 21(d) Consultation Program and 23(g) State plan program funding levels have been revised to reflect award levels for FY 2004, consistent with the Congressional Appropriation action. **See Appendix C – Exhibit I.**
- E. States are required to provide information on the number of sites that participate in cooperative programs. Data for these cooperative programs will be collected, tracked, and monitored by OSHA as part of the OSHA Strategic Management Plan. Consultation Project Managers are to discuss and negotiate with the Regional Administrator's representative anticipated increases in these programs. Recognition and Exemption Data must be included in the Performance Plan. **See Appendix B - Exhibit I.**

- F. State recipients agree to pay OSHA for mainframe processing services provided through the Integrated Management Information System (IMIS) based on quarterly bills. (The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actual and estimates will be made in the first quarter of the following fiscal year, as necessary.)
- G. State recipients who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications) and to pay OSHA for certain services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, and annual user fees for remote access. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt no later than September 15th. Any adjustments between actual and estimates will be made in the first quarter of the following fiscal year, as necessary.) Any State participating in the OSHANet may be required to have a signed Memorandum of Agreement on file.
- H. 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.
- I. State recipients not participating in OSHANet are encouraged to consult with the Directorate of Information Technology prior to expending federal or state matching funds for the purchase of any data processing/computer equipment or software that will be used to connect (locally or remotely) to or provide information to OSHA. Desktop or laptop computers and software that will be used to access OSHA systems including the CSHO and Consultation PC Applications, etc., must meet the minimum OSHA specifications.
- J. Assurances and Certifications, Lobbying Restrictions, and Restrictions and Conditions for 21(d) and 23(g) have been integrated into one document. One signature by an official with signatory authority for both 21(d) and 23(g) programs is required. *See* **Appendix A – Exhibit II**.
- K. State Annual Performance Plans must include projections on: (1) the number of inspections, and (2) the number of 23(g) public sector consultation visits. *See* **Appendix B – Exhibit IX**.

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Integrated Application for 21(d) Consultation Cooperative Agreements and 23(g) State Plan Grants

- I. Purpose. This Notice establishes an integrated application process and contains instructions for submission of Federal applications by States that operate both 21(d) Consultation Projects and 23(g) State plans covering private sector employment. Hereafter it will be referred to as the integrated application. States are to submit a 21(d) – 23(g) FY 2005 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 jurisdiction States or public employee only State plans, or to the three states that provide consultation under the State Plan.

Instructions for the 21(d) cooperative agreement applications in Federal enforcement States are contained in the Consultation Cooperative Agreement Application FY 2005. General instructions for 23(g) grant preparation are contained in chapter 5 of OSHA Instruction CSP 01-00-002 (STP 2-0.22B), and the annual funding memorandum for FY 2005 that will be issued separately.

States operating their private sector consultation programs under their State plans with 23(g) funding and public employee only State plans must continue to follow the instructions contained in OSHA Instruction CSP 01-00-002 (STP 2-0.22B) and the separate memorandum on submission of FY 2005 23(g) Grant Applications.

- III. References. OSHA Instruction CSP 02-00-001 (TED 3.6), Consultation Policies and Procedures Manual, 29 CFR 1908, CSP 01-00-002 (STP 2-0.22B), State Plan Policies and Procedures Manual, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (OMB Circular A-102 codified in 29 CFR 97), and Cost Principles for State and Local Governments (OMB Circular A-87).
- IV. Expiration Date. This Notice expires on December 31, 2004.
- V. Action Information.
- A. Responsible Office. Directorate of Cooperative and State Programs (DCSP), Office of Small Business Assistance (OSBA), and Office of State Programs (OSP).

B. Action Offices.

1. National Office.

- The Directorate of Administrative Programs (DAP), Division of Grants Management is responsible for reviewing financial documents, updating the Payment Management System to enable States to draw down funds, and for administering the financial aspects of the cooperative agreement/grants.
- The Office of Small Business Assistance (OSBA) and the Office of State Programs (OSP) must jointly review all components of the integrated grant application as detailed in this Notice, and resolve with the Regional Office any issues prior to awarding the grant.

2. Regional Offices. Regional Offices must coordinate with State plans and Consultation Project Managers within their jurisdiction and provide assistance when necessary. They must discuss and resolve any issues with appropriate staff in DCSP. By August 13, 2004, 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 integrated application with original signatures 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

3. States. State plan States and Consultation Projects submitting integrated applications must follow the instructions detailed in this Notice.

VI. Significant Changes.

A. States will not expend any Federal or matching state funds under this Notice towards programmatic efforts under the jurisdiction of and/or funded by other Federal agencies, including those efforts related to safety and health. *See Cooperative Agreement, Appendix A, Exhibits III a & b.*

B. States receiving funding to provide training or purchase equipment for safety and health under the jurisdiction of and/or funded by another Federal agency outside the scope of the 21(d) and 23(g) programs will ensure that Consultation and State plan activities and related FTE's under this Notice will continue to take priority.

- C. Agreements must include a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number to be considered complete. The Revised Application for Federal Assistance (Form SF-424) will include space to enter a DUNS number. A guide with instructions on obtaining a DUNS number and policy can be found at the Office of Management and Budget's (OMB) website: http://www.whitehouse.gov/omb/grants/duns_num_guide.pdf.
- D. Funding level amounts entered in the Cooperative Agreement or Grant Form OSHA 110, the Application for Federal Assistance (SF 424) and related worksheet(s) must be based on the final FY 2004 award levels. Initial 21(d) Consultation Program and 23(g) State plan program funding levels have been revised to reflect award levels for FY 2004, consistent with the Congressional Appropriation action. *See **Appendix C – Exhibit I.***
- E. States are required to provide information on the number of sites that participate in cooperative programs. Data for these cooperative programs will be collected, tracked, and monitored by OSHA as part of the OSHA Strategic Management Plan. Consultation Project Managers are to discuss and negotiate with the Regional Administrator's representative anticipated increases in these programs. Recognition and Exemption Data must be included in the Performance Plan. *See **Appendix B - Exhibit I.***
- F. State recipients agree to pay OSHA for mainframe processing services provided through the Integrated Management Information System (IMIS) based on quarterly bills. (The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actual and estimates will be made in the first quarter of the following fiscal year, as necessary.)
- G. State recipients who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications) and to pay OSHA for certain services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, and annual user fees for remote access. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt no later than September 15th. Any adjustments between actual and estimates will be made in the first quarter of the following fiscal year, as necessary.) Any State participating in the OSHANet may be required to have a signed Memorandum of Agreement on file.
- H. 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.

- I. State recipients not participating in OSHANet are encouraged to consult with the Directorate of Information Technology prior to expending federal or state matching funds for the purchase of any data processing/computer equipment or software that will be used to connect (locally or remotely) to or provide information to OSHA. Desktop or laptop computers and software that will be used to access OSHA systems including the CSHO and Consultation PC Applications, etc., must meet the minimum OSHA specifications.
- J. Assurances and Certifications, Lobbying Restrictions, and Restrictions and Conditions for 21(d) and 23(g) have been integrated into one document. One signature by an official with signatory authority for both 21(d) and 23(g) programs is required. *See* **Appendix A – Exhibit II.**
- K. State Annual Performance Plans must include projections on: (1) the number of inspections, and (2) the number of 23(g) public sector consultation visits. *See* **Appendix B – Exhibit IX.**

Integrated Application Instructions

VII. Strategic Plans

- A. Basic Principles. The following basic principles govern States' development of strategic and annual performance plans.
 - 1. Each State plan must have a five-year strategic plan made up of outcome-oriented strategic and performance goals.
 - 2. State plans may choose to adopt Federal OSHA's strategic goals or develop their own. However, each State's occupational safety and health program must continue to satisfy the mandated activities of the OSH Act and 29 CFR Parts 1902, 1908 and 1956 (e.g., standards, enforcement program, prohibition against advance notice).
 - 3. All State plans must include in their strategic plan a goal directed towards the reduction of fatalities, injuries, and illnesses. In addition, States must develop performance goals that are broad enough to encompass all major components of the State program, including private and public sector enforcement, consultation, and compliance assistance, even if they choose to adopt only one strategic goal. Support activities, such as laboratories, need not be addressed specifically in strategic goals.
 - 4. As part of the annual grant application, each State plan must develop an Annual Performance Plan describing the specific actions to be undertaken by the State to accomplish its strategic and performance goals during that fiscal year. This Annual Performance Plan will serve as the required grant

narrative and must include performance goals that are broad enough to encompass all major components of the State program including public sector enforcement, 21(d) Consultation programs, and compliance assistance.

5. OSHA will evaluate each State plan's performance on whether it makes reasonable progress towards accomplishing the strategic and performance goals contained in the strategic plan and the significance of the actual results achieved. OSHA will review State performance using the methods agreed upon by OSHA and the State in its annual monitoring plan.
6. State plans developing strategic plans with strategic and performance goals that differ from Federal OSHA's (e.g., targeting reductions based on data from State-based systems, such as workers' compensation) are responsible for identifying the data necessary to establish an appropriate measurement and reporting system. These data are to be agreed upon by the States and Regions. States with goals similar to OSHA's, such as reductions in injuries and illnesses in specific areas of emphasis, can track their goal-related activity through OSHA's Integrated Management Information System (IMIS).
7. The focus of a State plan's occupational safety and health program, as identified by the State's strategic and performance goals, establishes the parameters within which the State's program operations will be evaluated to determine whether they are at least as effective as Federal OSHA's. The State will still be expected to continue to meet its mandated responsibilities under the OSH Act.

VIII. Integrated 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 23(g) and 21(d) activities. The Annual Performance Plans must describe the specific activities the State will perform to accomplish its performance goals during the fiscal year and must be aligned with the State's five-year strategic plan. Each Annual Performance Plan must include a section that addresses the data elements and informational needs outlined below.

A. Program Information.

1. Overview of the State's Occupational Safety and Health Program.
Provide a comprehensive overview of the State's current occupational safety and health program.

2. Profile of the State Agency. Provide a detailed organizational chart of the components involved in the State OSHA effort. In addition, the total number of allocated staff and break-out of compliance and consultation staff, expressed in full-time equivalents (FTEs). (See Sample of Personnel Chart, **Appendix B – Exhibit VI.**)
 - a. State Demographic Profile. Number of employers broken out by major North American Industrial Classification System (NAICS) Division and number of covered employees, by major NAICS Division.
 - b. Identification of Covered Issues. List those issues that the State’s OSH program covers and those that remain a Federal responsibility.

3. Mandated Activities. Activities mandated under the OSH Act (i.e., inspections and citations) are considered core elements of an effective occupational safety and health program. They should be tied to the State’s strategic goals where possible. The Annual Performance Plan should discuss the performance of mandated activities as strategic tools wherever appropriate to achieve State goals. For example, issuing standards, conducting inspections, and issuing citations are among the activities 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 *See **Appendix A, Exhibit II.*** 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); and

- 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.)
4. Internal Quality Assurance Program 21(d) Consultation Program. 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, so the reviewers can complete the required checklist.

B. Projected State Plan Activities (See **Appendix B, Exhibit IX, Part I).**

1. Inspections. Provide total projections broken out by safety and health, as well as by private sector and public sector.
2. Consultation Visits in Public Sector. Provide projections for the anticipated number of consultation visits in the public sector.

C. Annual Performance Goals

For each performance goal in the State's 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 State's performance goals during that program year. (**See Appendix B, Exhibit IX – Part II.**)
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 goals.

The annual performance goals should be presented in the format illustrated in **Appendix B, Exhibit IX**. When enforcement and consultation share a performance goal, the strategy, indicator, data source, and baseline must clearly describe the differences.

- D. 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 illustrated in **Appendix B, Exhibit I**. When enforcement and consultation share a performance goal, the strategy, indicator, data source, and baseline must clearly describe the differences.

IX. Integrated Application - Financial Documents

A. Documents. Each State must submit:

- Two originally signed copies of the 21(d) Cooperative Agreement. (**Appendix A – Exhibit I**)
- Two originally signed OSHA-110 forms for the 21(d) Cooperative Agreement. (**Appendix A – Exhibit IIIa**)
- Two originally signed OSHA-110 forms for the 23(g) grant. (**Appendix A – Exhibit IIIb**)
- Two originally signed SF 424 and 424 A's for the 21(d) cooperative agreement. (**Appendix A – Exhibit IV**)
- Two originally signed SF 424 and 424A's for the 23(g) grant.
- Two packages of Integrated 21(d) and 23(g) Assurances and Certifications and Restrictions and Conditions (**Appendix A, Exhibit II**), originally signed by an official with signatory authority for both the 21(d) and 23(g) programs. This package consists of:
 - Assurances and Certifications for 21(d) and 23(g).
 - OSHA Restrictions and Conditions for 21(d).
 - OSHA Restrictions and Conditions for 23(g).
- Two Integrated Annual Performance Plans. (**Appendix B – Exhibit IX**)

All financial documents are available through the State Programs Limited Access Page.

B. Requirements

1. Integrated Application

- a. Funding Level. Documents for 21(d) and 23(g) should be prepared at the prior year final base award level. (**See Appendix C – Exhibit I**)

- b. DUNS Number. Agreements must include a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number to be considered complete. The revised Application for Federal Assistance (Form SF-424) will include space to enter a DUNS number. A guide with instructions on obtaining a DUNS number and policy can be found at the Office of Management and Budgets' (OMB) website:
http://www.whitehouse.gov/omb/grants/duns_num_guide.pdf.
- c. 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 funding (federal award plus state match) may be budgeted for administrative costs without an approved justification.
- d. Telecommunication Costs for Specific States. Beginning in FY 2005, any State participating in the OSHANet may be required to have a signed Memorandum of Agreement on file. State recipients who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications) and to pay OSHA on a quarterly basis for certain services provided, including an annual service fee and telecommunication charges. 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.
- e. Computer Equipment Purchases. State recipients not participating in OSHANet are encouraged to consult with the Directorate of Information Technology prior to expending federal or state matching funds for the purchase of any data processing/computer equipment or software that will be used to connect (locally or remotely) to or provide information to OSHA. Desktop or laptop computers and software that will be used to access OSHA systems including the CSHO and Consultation PC Applications, etc., must meet the minimum OSHA specifications.
- f. Administrative Requirements. The administrative requirements for the State plan 23(g) grants and the 21(d) Consultation Cooperative Agreements are contained 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.

g. Cost Principles. The cost principles applicable to the 21(d) Consultation Cooperative Agreements and 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>).

h. 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 that 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.

2. 21(d) Requirements

- a. Salary Target. Each State must devote a minimum of fifty percent of its ninety percent Federal/ten percent recipient funds (including one hundred percent Federal monies) to consultant salaries and fringe benefits. States unable to meet this target must provide a written explanation of why they cannot meet this targeted goal, and seek National Office approval.
- b. Minimum Staffing. Projects are expected to maintain the minimum staffing levels outlined in this directive. States are funded to support at least four professional FTEs; two full-time safety specialists and two full-time industrial hygienists or their equivalents must be included in each plan. All of the State's 21(d) consultants must be employed at least fifty percent of their time in the Consultation Program and must spend at least fifty percent 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 provide a written explanation and seek approval from the National Office.
- c. OSHANet and IMIS Costs for Specific States. State recipients agree to pay OSHA for mainframe processing services provided through the Integrated Management Information System (IMIS), OSHANet operation and maintenance, and OSHANet telecommunication charges. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.

3. 23(g) Requirements

- a. Matching Funds. States that were unable to match the full amount available to them in the previous fiscal year, may submit their current year's request at that level, if they will be able to match those funds during the current year. Unmatched funds in the previous fiscal year that remain unmatched in the current fiscal year will be permanently redistributed during the final grant award process.
- b. Program Categories. All costs on the Application for Federal Assistance (SF 424A) can be identified under two budget

categories, Administration and Program, based on the State's actual organizational structure. (A third category must be added where one hundred percent 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.

- c. Supportive Cost Break-out. States are required to provide financial information for four 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.

- d. Program Income. States that 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 Application for Federal Assistance (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 State's matching funds contribution. Also, States must report program income on the Financial Status Report (SF269 B) submitted each quarter. For more information on program income, please refer to OMB Circular A102 Section 2e. The website is: <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

- e. Salt Lake Technical Center (SLTC). States wishing to use the SLTC services for all their industrial hygiene sample analysis in FY 2005 will need to submit a new Memorandum of Agreement (MOA) with their current fiscal year grant application package. The MOA can be downloaded from the State Plans section of the OSHA Limited Access Page and must be modified to include State-specific information. A revised MOA with modified pricing should be posted by August. 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.

- f. OSHANet and IMIS Costs for Specific States. State recipients agree to pay OSHA for mainframe processing services provided through the Integrated Management Information System (IMIS), OSHANet operation and maintenance, and OSHANet telecommunication charges. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.

X. Regional Office Responsibilities.

Throughout the application and review process, the Regional Administrator remains the point of contact with the State(s). By August 13, 2004, the Regional Administrator must submit a transmittal memorandum for each State application, reflecting recommendations for approval or disapproval of the application, annual performance plan, the cooperative agreement and, if appropriate, changes to the 5-year strategic plan. The transmittal package must include two copies of the integrated application with original signatures 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 expeditiously approved. The National Office package must be forwarded to the attention of:

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

XI. National Office Responsibilities

National Office personnel are responsible for reviewing and approving the integrated 21(d)-23(g) application, and verifying that the application meets all required financial, operational, and policy requirements.

- A. Directorate of Cooperative and State Programs. The Office of Small Business Assistance is responsible for reviewing regional consultation comments and conducting sequential reviews of the consultation component of the Annual Performance Plans with the Regional staff. The Office of State Programs is responsible for reviewing the grant application and discussing any issues with appropriate Regional staff. The Office of State Programs has overall responsibility for coordinating comments among DCSP staff and ensuring that DCSP issues are reflected in the award letters transmitted by the Directorate of Administrative Programs.
 - B. Directorate of Administrative Programs. The Division of Grants Management is responsible for reviewing financial documents for accuracy, posting funding award levels in the Payment Management System, transmitting the award letters to each recipient and administering the financial aspects of the cooperative agreement/grant. The Office of Grants Management will provide copies of the application to the Office of Small Business Assistance and the Office of State Programs.
- XII. State Program and Consultation Project Manager 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 that will allow submission of the integrated application to the National Office by August 13, 2004.

EXHIBITS

Appendix A

- Exhibit I** - Cooperative Agreement for OSHA Consultation under Sections 21(c) and 21(d) of the Occupational Safety and Health Act of 1970
- Exhibit II** - Integrated 21(d) and 23(g) Assurances and Certifications non-Construction Programs (includes Lobbying Certification, 21(d) OSHA Restrictions and Conditions)
- Exhibit IIIa** - Cooperative Agreement (Form OSHA 110)
- Exhibit IIIb** - Grant Agreement (Form OSHA 110)
- Exhibit IV** - Application for Federal Assistance (SF 424) and Budget Information – non Construction Programs (SF 424A)

Appendix B

- Exhibit I** - Projected Program Activities - Consultation
- Exhibit II** - Equipment Inventory
- Exhibit III** - Equipment Procurement Listing
- Exhibit IV** - Annual Training Plan
- Exhibit V** - Accompanied Visit Plan FY 2005
- Exhibit VI** - Sample Chart of Break-out Personnel
- Exhibit VII** - Part A: Consultation - Supporting Details of Anticipated Costs (format)
- Exhibit VIII** - Part B: Administration - Supporting Details of Anticipated Costs (format)
- Exhibit IX** - Tables for 23(g) Annual Performance Plan
- Exhibit X** - Memorandum of Agreement (Salt Lake Technical Center) and (OSHANet)

Appendix C

Exhibit I - 21(d)/23(g) FY 2005 Initial Award Levels Funding Chart

Appendix D

Exhibit I - Checklist of Required Components of the Integrated Application

Appendix A – Exhibit I

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

- 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 that 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 that provide direct support to consultants and consultant supervisors.
- (3) **Certification Costs** For Consultants seeking professional certification in safety or health, a Project Manager may use Cooperative Agreement funds to pay for the costs associated with a professional certification examination preparation course including travel and per diem. Additionally, if needed, a Project Manager may use Cooperative Agreement funds to pay for the costs associated with applying for and taking a professional certification examination, including travel and per diem.

Project Managers may not use Cooperative Agreement funds to pay for costs associated with a second preparation course for Consultants who fail on their first attempt at a professional certification examination. However, a Project Manager may use Cooperative Agreement funds to pay for the travel and/or per diem related to taking the professional certification examination a second time, and **if**

needed, costs associated with taking of the professional certification examination a second time.

For those Consultants 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.

A Project Manager may not use Cooperative Agreement funds to pay for any costs associated with seeking professional certification for any certifying organization that is not accredited by a nationally recognized accrediting organization. Additionally, Project Administrators are not authorized to pay annual maintenance fees for maintaining professional certifications from Cooperative Agreement funds.

Project Managers must use 90/10 funds for employee preparation or certification, the Cooperative Agreement cannot pay for certification costs that exceed the percent of time for which that employee is dedicated to the Cooperative Agreement. For example, if a safety professional is dedicated at 0.5 FTE, then no more than 50% 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, offsite assistance, travel to OTI courses, regional and national Consultation meetings. The 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.

Finally, attendance at the Annual Consultation Conference is required for all Project Managers, and to the extent funds are available for safety health supervisors and senior consultants. The conference is considered required federal travel and therefore may be funded 100% with federal funds.

- (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, state government or private 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 Project Managers seeking professional certification in safety or health, Cooperative Agreement funds may be used to pay for the costs associated with a professional certification examination preparation course approved by the employee's supervisor, including travel and per diem. Additionally, if needed, Cooperative Agreement funds may be used to pay for the costs associated with applying for and taking a professional certification examination, including travel and per diem.

Cooperative Agreement funds may not be used to pay for costs associated with a second preparation course for those Managers who fail on their first attempt at a professional certification examination. However, Cooperative Agreement funds may be used to pay for the travel and/ or per diem related to taking the professional certification a second time, and if needed, costs associated with taking of the professional certification examination a second time.

For those Managers who fail to pass a professional certification examination on their second attempt, Cooperative Agreement funds may not be used to pay for any additional costs related to that employee seeking that specific professional certification.

Cooperative Agreement funds may not be used to pay for any costs associated with seeking professional certification for any certifying organization that is not accredited by a nationally recognized accrediting organization. Additionally, Project Administrator's are not authorized to pay annual maintenance fees for maintaining professional certifications.

Projects must use 90/10 funds for Managerial preparation or certification, the Cooperative Agreement cannot pay for certification costs that exceed the percent of time for which that Manager is dedicated to the Cooperative Agreement. For example, if a Manager is dedicated at 0.5 FTE, then no more than 50% of the cost of the examination preparation or examination fees may be charged to the Cooperative Agreement.

Contact Henry Payne at payne.henry@dol.gov with questions regarding certification.

- (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.

- (5) **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.
- (6) **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.
- (7) **Contracts** shall include the costs of contracts with all sources, whether non-state government, state government or private sources, for the provision of administrative support services (e.g., service contracts for maintenance of office equipment, leasing of photocopiers, fiscal services, etc.).
- (8) **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.
- (9) **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 **Appendix B – Exhibit VI**, Staffing Chart for 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 **Appendix B – Exhibit III**, Consultation Equipment Procurement Listing.
- 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 608-224-6210
Fax 608-224-6213
Contact: Mr. Terry Burk

- E. The federal cost principles applicable to this project are:
 - 1. *Cost Principles for State and Local Governments* (OMB Circular A-87)
 - 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 that 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 is contingent upon Congressional action on the Department of Labor's appropriation for FY 2005.
- 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. Additionally, cost-of-living increases will be based on executed award amounts, 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, 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 _____.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Appendix A – Exhibit II

Integrated 21(d) and 23(g) 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 sub-agreements.
 11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance, if the total cost of insurable construction and acquisition is \$10,000 or more.
 12. Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c)

- protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (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-Base 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--
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - (1) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Lobbying Certification

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

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

- (d) Section 18. Of the Lobbying Disclosure Act of 1995", signed by the President on December 19, 1995, requires that any organization described in section 501(c)(4) of the Internal Revenue Code of 1986 which engages in lobbying activities shall not be eligible for the receipt of Federal funds constituting an award, grant or loan.
- (1) This is to certify that we are_____/are not_____ an IRS 501 © (4) entity.
 - (2) As an IRS (501 © (4) entity, we have_____/have not_____ engaged in lobbying activities.

21(d) 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 Safety and Health Achievement Recognition Program (SHARP).
5. Explains to employers requirements for attainment of Pre-SHARP status.
6. Assigns priority in scheduling to requests from businesses with the most hazardous operations, with primary attention to smaller businesses. Preference is given to the smaller businesses that are in higher hazard industries or that have the most hazardous conditions at issue in the request.
7. Prepares appropriately for visits.
8. Conducts an initial on-site visit consisting of an opening conference, an examination of those aspects of the employer's safety and health program that relate to the scope of the visit, a walk-through the workplace, and a closing conference.
9. Retains the right to confer with employees during an onsite visit.
10. 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.
11. Focuses onsite activity primarily on those areas, conditions, or hazards within the requested scope of the visit.
12. During on-site activity, advises the employer of the employers obligations and responsibilities under applicable Federal or State law and implementing regulations.

13. When identifying hazards, indicate to the employer, using the consultants best judgment, whether the situation would be classified as serious or other-than-serious hazard.
14. Informs the employer that the employer is obligated to take immediate action to eliminate hazards that pose imminent danger.
15. Establishes a time frame for the correction of each serious 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.
16. Informs the employer that the employer's failure to correct an identified serious hazard within the established time frame (or extension of the timeframe) results in notification of the appropriate OSHA enforcement authority.
17. Prepares and sends to the employer a written report containing substantive findings or recommendations.
18. Preserves the confidentiality of information pertaining to trade secrets that may have been obtained during an onsite visit.
19. Conducts consultative activity independently of any OSHA enforcement activity.
20. 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 eliminate an imminent danger, failed to correct or eliminate a serious hazard, or the employer has elected to participate in recognition and exemption or a cooperative program that permits a deferral or exemption from enforcement inspections.
21. Assures that on-site 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.
22. Terminates on-site visits for imminent dangers, fatality/catastrophe investigations, complaint investigations, or other investigations deemed critical by the Assistant Secretary.
23. Does not conduct on-site consultation visits while OSHA enforcement inspections are in progress. On-site consultation shall only take place with regard to those citation items, which have become final orders.
24. Explains to the employer that requirements pertaining to "serious" hazards apply equally to "other than serious" hazards for participation in SHARP.

25. Uses consultants who are employees of the State and are qualified under State requirements for employment in the field of occupational safety and health.
26. 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.
27. Maintains an organized system for monitoring the performance of consultants.
28. Submits narrative reports and compiles and submits data such as IMIS that is needed for monitoring and evaluation purposes, as required, to the Regional Administrator.
29. Agrees to pay OSHA for mainframe processing services provided through the Integrated Management Information System (IMIS), based on quarterly bills. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.
30. State recipients who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications) and to pay OSHA for certain services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, and annual user fees for remote access. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt no later than September 15th. Any adjustments between actual and estimates will be made in the first quarter of the following fiscal year, as necessary.) Any state participating in the OSHANet may be required to have a signed Memorandum of Agreement on file.
31. State recipients not participating in OSHANet are encouraged to consult with the Directorate of Information Technology prior to expending federal or state matching funds for the purchase of any data processing/computer equipment or software that will be used to connect (locally or remotely) to or provide information to OSHA. Desktop or laptop computers and software that will be used to access OSHA systems including the CSHO and Consultation PC Applications, etc., must meet the minimum OSHA specifications.
32. 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 system in place to assure that no section 21(d) or matching funds are expended on these activities.)

33. Will not expend any 21(d) or matching state funds from this agreement to fund the purchase of equipment and or provide training for programmatic efforts under the jurisdiction of and/or funded by another federal agency.
34. Will ensure that any funding provided by another federal agency related to safety and health training and/or equipment will not undermine 21(d) consultation activity.

23(g) OSHA RESTRICTIONS AND CONDITIONS

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:

1. 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.
2. The grantee agrees to pay OSHA for mainframe processing services and telecommunication services provided through the Integrated Management Information System (IMIS), based on quarterly bill. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.
3. State recipients who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications) and to pay OSHA for certain services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, and annual user fees for remote access. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt no later than September 15th. Any adjustments between actual and estimates will be made in the first quarter of the following fiscal year, as necessary.) Any state participating in the OSHANet may be required to have a signed Memorandum of Agreement on file.
4. State recipients not participating in OSHANet are encouraged to consult with the Directorate of Information Technology prior to expending federal or state matching funds for the purchase of any data processing/computer equipment or software that will be used to connect (locally or remotely) to or provide information to OSHA. Desktop or laptop computers and software that will be used to access OSHA systems including the CSHO and Consultation PC Applications, etc., must meet the minimum OSHA specifications.

5. 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.
6. 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.
7. 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.
8. OSHA reserves the right to transfer title to equipment acquired under this agreement with a unit cost of \$5,000 or more.
9. 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 upon receipt but 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.
10. 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.)

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Note: Signature by official with signatory authority for both 21(d) and 23(g) programs applies to assurances and certifications, lobbying restrictions and 21(d) and 23(g) Occupational Safety and Health Administration restrictions and conditions.

Appendix A – Exhibit IIIa

<p>U.S. DEPARTMENT OF LABOR Occupational Safety and Health Administration</p> <p>COOPERATIVE AGREEMENT</p> <p>OSHA 21(d) CONSULTATION PROGRAM</p>	<p style="text-align: right;">(1) Page 1 of 1</p> <p>Region: _____</p> <p>State: _____</p> <p>Grantee: _____</p> <p>Grant Number: <u>E9F5-</u>_____</p> <p>Starting Date: October 1, 2004 Ending Date: September 30, 2005</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: 80%;"></td> <td style="text-align: right; vertical-align: bottom;">Percent Total Funds (Nearest 0.1%)</td> </tr> <tr> <td>1. Federal Base Award Amount: _____</td> <td style="text-align: right;">____.____%</td> </tr> <tr> <td>2. 100% Federal Funds for Travel and Training: (Please include in line 1) _____</td> <td style="text-align: right;">_____</td> </tr> <tr> <td>3. Total Recipient Share: _____</td> <td style="text-align: right;">____.____%</td> </tr> <tr> <td>4. Recipient 100% Funding: (Please include in line 3) _____</td> <td style="text-align: right;">_____</td> </tr> </table> <p>Terms and Conditions of the Cooperative Agreement This COOPERATIVE AGREEMENT consists of the entire application, Including all attachments, exhibits, enclosures, etc.</p>			Percent Total Funds (Nearest 0.1%)	1. Federal Base Award Amount: _____	____.____%	2. 100% Federal Funds for Travel and Training: (Please include in line 1) _____	_____	3. Total Recipient Share: _____	____.____%	4. Recipient 100% Funding: (Please include in line 3) _____	_____
	Percent Total Funds (Nearest 0.1%)										
1. Federal Base Award Amount: _____	____.____%										
2. 100% Federal Funds for Travel and Training: (Please include in line 1) _____	_____										
3. Total Recipient Share: _____	____.____%										
4. Recipient 100% Funding: (Please include in line 3) _____	_____										
<p>(5) Recipient Approval</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Signature _____</td> <td style="width: 40%;">Date _____</td> </tr> <tr> <td colspan="2">Type Name and Title _____</td> </tr> </table>	Signature _____	Date _____	Type Name and Title _____		<p>(6) Federal Approval</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Signature _____</td> <td style="width: 40%;">Date _____</td> </tr> <tr> <td colspan="2">Type Name and Title _____</td> </tr> </table>	Signature _____	Date _____	Type Name and Title _____			
Signature _____	Date _____										
Type Name and Title _____											
Signature _____	Date _____										
Type Name and Title _____											

Appendix A – Exhibit IIIb

<div style="text-align: right; font-size: small;">Page 1 of 1</div> <p style="text-align: center;">U.S. DEPARTMENT OF LABOR Occupational Safety and Health Administration</p> <p style="text-align: center;">GRANT AGREEMENT OSHA 23(g) OPERATIONAL PROGRAM</p>	<p>(1) Region: _____</p> <p> State: _____</p> <p> Grantee: _____</p> <p> Grant Number: <u>60F5-00</u></p> <p> Starting Date: <u>October 1, 2004</u></p> <p> Ending Date: <u>September 30, 2005</u></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) Authority for Grant: P.L. 91-596, under Section 23(g)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: right; font-weight: normal;">Pct. Total Funds</th> </tr> </thead> <tbody> <tr> <td>1. Federal Base Award Amount: _____</td> <td style="text-align: right;">50%</td> </tr> <tr> <td>2. State Base Award Amount: (please do not include 100% funding) _____</td> <td style="text-align: right;">50%</td> </tr> <tr> <td>3. Total Recipient Share: _____</td> <td></td> </tr> <tr> <td>4. Recipient 100% Funding: (please also include in line 3) _____</td> <td></td> </tr> <tr> <td>5. Total State and Federal Funds Allocated to This Agreement: _____</td> <td></td> </tr> <tr> <td style="text-align: center;">(line 1 plus line 3)</td> <td></td> </tr> </tbody> </table> <p>Terms and Conditions of the Grant: This GRANT AGREEMENT consists of the entire grant application, including all attachments, exhibits, enclosures, etc.</p>			Pct. Total Funds	1. Federal Base Award Amount: _____	50%	2. State Base Award Amount: (please do not include 100% funding) _____	50%	3. Total Recipient Share: _____		4. Recipient 100% Funding: (please also include in line 3) _____		5. Total State and Federal Funds Allocated to This Agreement: _____		(line 1 plus line 3)	
	Pct. Total Funds														
1. Federal Base Award Amount: _____	50%														
2. State Base Award Amount: (please do not include 100% funding) _____	50%														
3. Total Recipient Share: _____															
4. Recipient 100% Funding: (please also include in line 3) _____															
5. Total State and Federal Funds Allocated to This Agreement: _____															
(line 1 plus line 3)															
<p>(5) Recipient Approval</p> <p>Signature _____ Date _____</p> <p>_____</p> <p>Type Name and Title</p>	<p>(6) Federal Approval</p> <p>David C. Zeigler, Director _____ Date _____</p>														

APPENDIX A – Exhibit IV

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

Forms SF-424 and SF-424A are available on the OMB website, accessible at:

http://www.whitehouse.gov/omb/grants/grants_forms.html

Please note, that the Application for Federal Assistance (SF-424) has been revised to comply with Federal Register Notice [68 FR 38402]. Agreement applications will not be considered complete without providing the information requested in the revised SF-424.

APPENDIX B – Exhibit I Projected Program Activities - Consultation

Area of Emphasis	Initial Visits		Training and Assistance		Follow-up		Projected Visits	Recognition ¹		Exemption ²		Recognition and Exemption ³		Pre-Recognition and Exemption Programs	Other Non-Visit Related Activities ⁴	
		Safety	Health	Safety	Health	Safety	Health	Combined Totals By Goal	New	Renewal	New	Renewal	(Equivalent to SHARP)			
													New	Renewal		
Area of Emphasis																
Area of Emphasis																
Area of Emphasis																
Area of Emphasis																
Area of Emphasis																
Local Emphasis Program																
Other Visits																
Total by Safety or Health																
Combined Safety and Health Activities																

¹Enter the number of projected new and renewal Recognition only sites separately in this column.

²Enter the number of projected new and renewal Exemption only sites separately in this column.

³Enter the number of projected new and renewal Exemption and Recognition only sites separately in this column. (Equivalent to SHARP)

⁴Activities reflected in this column must be entered on the Intervention Form (Form 66), so that they can be captured in the IMIS. States working with Small Business Development Centers should record activities on this worksheet and on the Intervention Form in order to get credit when the funding formula is calculated.

APPENDIX B – Exhibit III

EQUIPMENT PROCUREMENT LISTING

FY 2005

Federal Catalog # 17.504

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

Item Description (include brand and model)	Number		Cost per Unit	Total Cost	National Office Use Only					
	On Hand	For Purchase			Date:		Approved	Title Transfer		Remarks
					Yes	No	Yes	Initials		
EXAMPLE: 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 B – Exhibit IV
 ANNUAL TRAINING PLAN
 FY 2005**

State: _____

Date: _____

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

- | | |
|------------------------------------|---|
| * 1. Hazard Identification | 6. Safety and Health Program Requirements |
| 2. Assessment of Risk and Exposure | 7. 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 Director of the Office of Small Business Assistance.

APPENDIX B – Exhibit V
Accompanied Visit Plan FY 2005

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 B – Exhibit VI

Sample Chart of Break-out of Personnel

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

- * Include all allocated positions in which more than 50% of the time is spent conducting inspections.
- ** Expressed in allocated FTEs.
- *** Consultants spending less than 50% of their time conducting 21(d) visits should be funded by the state and included in the column for 100% State Funded Staff.
- **** Include both allocated administrative and program positions

Appendix B - Exhibit VII SUPPORTING DETAILS OF ANTICIPATED COSTS

PART A: CONSULTATION

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

<u>Position</u>	<u>Type</u> ¹	<u>Status</u> ²	<u>Cond.</u> ³	<u>Location</u>	<u>% Time 21(d)</u>	<u>Salary</u>
1. Consultant				Subtotal:		_____
2. Supervisory consultant/clerical				Subtotal:		_____

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

1. Consultant	Subtotal:	_____
2. Supervisory consultant/clerical	Subtotal:	_____

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

1. Out-of-State (100% Federal)	Subtotal:	_____
Training		_____
Other (specify)		_____
2. Within State (90% Federal)	Subtotal:	_____
Training		_____
Promotion		_____
Consultative Visits		_____
Other (specify)		_____

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

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

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

1. Lab Analysis (include #samples)	Subtotal:	_____
2. Industrial Hygiene Services	Subtotal:	_____
3. Other (specify)	Subtotal:	_____

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

1. 100% non-travel costs of training	Subtotal	_____
2. Other (itemize and describe)	Subtotal	_____

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

¹ S—TS—S/S—H—TH—H/S—SEC

² Encumbered/ Vacant

³ Previously Approved/ New

**APPENDIX B – Exhibit VIII
 SUPPORTING DETAILS OF ANTICIPATED COSTS**

PART B: ADMINISTRATION

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

<u>Position</u>	<u>Type</u> ⁴	<u>Status</u> ⁵	<u>Cond.</u> ⁶	<u>Location</u>	<u>% Time 21(d)</u>	<u>Salary</u>
-----------------	--------------------------	----------------------------	---------------------------	-----------------	---------------------	---------------

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

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

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

Training	
Annual Consultation Conference	
Other (specify)	

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

Training	
Promotion	
Accompanied visits	
Other (specify)	

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

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

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

1. Computer Costs Subtotal _____

2. Lease of office equipment Subtotal _____

3. Service of office equipment Subtotal _____

4. Other (specify) Subtotal _____

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

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

2. Other (itemize and describe) Subtotal _____

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

I. INDIRECT CHARGES **Total** _____

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

⁴ MGT – SEC

⁵ Encumbered/Vacant

⁶ Previously Approved/ New

Appendix B – Exhibit IX Tables for 23(g) Annual Performance Plan

Part I: Program Activity Projections

Safety

Health

Private Sector Inspections		
Public Sector Inspections		
Public Sector Consultation Visits		

Part II: 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	

Appendix B – Exhibit X

Memorandum of Agreement Salt Lake Center Technical Center and the OSHANet

Sample Memorandum of Agreement for Laboratory Services by the Salt Lake Technical Center (SLTC) for the period of 1 October 2004 through 30 September 2005 is available on the OSHA Limited Access Page, accessible at:
http://omds.osha.gov/fso/LAP/fso/osp/SP_grants.html.

Memorandum of Agreement for the OSHANet will be available at :
http://omds.osha.gov/fso/LAP/fso/osp/SP_grants.html.

Appendix C – Exhibit I

OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION STATE PLAN STATES - 23(G) OPERATIONAL GRANTS And 21(d) CONSULTATION FY 2005 INITIAL AWARD LEVELS

STATE PLAN	23(g) FY 2004 Final Base Award	23(g) FY 2004 Unmatched Funds	23(g) FY 2005 Initial Award Level	21(d) Consultation Amount Initial FY '05 Award Level
Alaska	\$1,367,000	\$0	\$1,367,000	\$618,000
Arizona	\$1,766,000	\$62,000	\$1,828,000	685,000
California	\$23,135,000	\$0	\$23,135,000	5,089,000
Connecticut (PEO)	-----	-----	-----	-----
Hawaii	\$1,660,000	\$0	\$1,660,000	455,000
Indiana	\$2,672,000	\$87,000	\$2,759,000	727,000
Iowa	\$1,560,000	\$24,000	\$1,584,000	589,000
Kentucky	\$3,302,000	\$0	\$3,302,000	-----
Maryland	\$3,917,000	\$61,000	\$3,978,000	847,000
Michigan	\$9,913,000	\$0	\$9,913,000	1,591,000
Minnesota	\$3,879,000	\$0	\$3,879,000	922,000
Nevada	\$1,098,000	\$0	\$1,098,000	579,000
New Jersey (PEO)	-----	-----	-----	-----
New Mexico	\$765,000	\$24,000	\$789,000	486,000
New York (PEO)	-----	-----	-----	-----
North Carolina	\$5,162,000	\$0	\$5,162,000	1,280,000
Oregon	\$5,105,000	\$0	\$5,105,000	301,000
Puerto Rico	\$2,422,000	\$0	\$2,422,000	-----
South Carolina	\$2,202,000	\$63,000	\$2,265,000	747,000
Tennessee	\$3,279,000	\$0	\$3,279,000	867,000
Utah	\$1,271,000	\$0	\$1,271,000	449,000
Vermont	\$678,000	\$13,000	\$691,000	389,000
Virgin Islands (PEO)	-----	-----	-----	-----
Virginia	\$3,300,000	\$52,000	\$3,352,000	961,000
Washington	\$6,905,000	\$0	\$6,905,000	-----
Wyoming	\$471,000	\$0	\$471,000	416,000
TOTAL	\$85,829,000	\$386,000	\$86,215,000	\$17,998,000

Appendix D – Exhibit I

Checklist of Required Components of the Integrated Application

The Annual Performance Plan:

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

Financial Forms:

- Cooperative Agreement, (OSHA-110)
- Grant Agreement (OSHA 110)
- Application for Federal Assistance, (SF-424) – 21(d) Consultation
- Application for Federal Assistance, (SF -424 – 23(g) State Plan
- Budget Information - Non-Construction Programs, (SF-424 A)
- Budget Information – Non-Construction Programs, (SF-424 A)
- Supporting Details of Anticipated Costs – 21(d) Consultation
- Supportive Cost Break-out – 23(g) State Plan

Other Forms:

- Cooperative Agreement for OSHA Consultation under Sections 21(c) and 21(d) of the Occupational Safety and Health Act of 1970
- Integrated Assurances and Certifications Non-Construction Programs, Lobbying Restrictions, 21(d) and 23(g) OSHA Restrictions and Conditions
- Equipment Inventory
- FY 2005 Approved Consultation Equipment Procurement Listing
- FY 2005 Training Plan
- FY 2005 Accompanied Visit Plan
- Memorandum of Agreement – Salt Lake Technical Center – 23(g) State Plan