



# OSHA NOTICE

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

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DIRECTIVE NUMBER 09-02 (CSP-02)

EFFECTIVE DATE: 4/20/09

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SUBJECT: FY 2010 Instructions for (1) Integrated 23(g) State Plan Grants and 21(d) On-site Consultation Cooperative Agreements; (2) 23(g) Public Employee Only State Plan Grants; and (3) 23(g) State Plan Grants without 21(d) Funding

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## ABSTRACT

- Purpose:** This Notice contains instructions and forms necessary for the preparation and submittal of the FY 2010 applications for (1) Integrated Application for 23(g) State Plan Grants and 21(d) On-site Consultation Cooperative Agreements; (2) 23(g) Public Employee Only State Plan Grants; and (3) 23(g) State Plan Grants without 21(d) funding. States must submit an application that includes either a one-year performance plan or a two-year performance plan. Financial documents will continue to be submitted on an annual basis.
- Scope:** This Notice applies to States that operate both 23(g) State Plans and 21(d) On-site Consultation projects which must submit an integrated application; the five States with public employee only State Plans; and the three States that provide private sector consultation under the State Plan. It does not apply to 21(d) On-site Consultation Projects in States under federal OSHA enforcement jurisdiction.
- References:** OSHA Instruction CSP 02-00-002, Consultation Policies and Procedures Manual; 29 CFR 1908; CSP 01-00-002 (STP 2-0.22B), State Plan Policies and Procedures Manual; 29 CFR 1902 and 1956; 29 CFR Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (OMB Circular A-102); and Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87, Relocated to 2 CFR, Part 225).
- Cancellations:** None.
- Expiration Date:** This Notice expires on September 30, 2010.

ABSTRACT-1

**State Impact:** Affected States (see Scope) must adhere to the requirements applicable to them as set out in this Notice in submitting their FY 2010 grant applications.

**Action Offices:** National, Regional, and State Offices.

**Originating Office:** The Directorate of Cooperative and State Programs (DCSP) and the Directorate of Administrative Programs (DAP).

**Contact:** Directorate of Cooperative and State Programs  
Office of State Programs and Office of Small Business Assistance  
USDOL - OSHA  
Frances Perkins Building, Room N3700  
200 Constitution Avenue, NW  
Washington, DC 20210  
202-693-2200

By and Under the Authority of

**Jordan Barab**  
Acting Assistant Secretary

### **Executive Summary:**

This Notice contains instructions and forms to assist State and Regional staff in preparing and reviewing the Integrated Application for 23(g) State Plan Grants and 21(d) On-site Consultation Cooperative Agreements, the application for 23(g) Public Employee Only State Plan Grants, and the application for 23(g) State Plan Grants without 21(d) funding. Each application must contain either a one-year or a two-year performance plan.

### **Significant Changes:**

Outlined within this Notice are significant changes relating to:

- 1) States no longer need to submit the PSC 272 report. The Federal Financial Status Report (FFR) will consolidate the SF 269 and PSC 272 reports. The FFR will be migrated to DOL E-grants when it is available.
- 2) The Regional Office memorandum recommending grant approval is due August 21, 2009. The State must submit an electronic application in grants.gov on or before August 14, 2009.
- 3) Conditions and Restrictions for both 21(d) and 23(g) grants have been revised to clarify a number of Information Technology issues and to specifically require that States not participating in OSHANet install encryption software that meets Office of Management and Budget (OMB) and Department of Labor (DOL) requirements for protection of sensitive information by December 31, 2009.
- 4) Conditions and Restrictions for 23(g) grants have been revised to address: attendance at OSHA/OSHSPA meetings and at the Annual On-Site Consultation Training Conference; State Internal Evaluation Programs; and State debt collection procedures.
- 5) Restrictions and Conditions for Consultation Programs have been revised to require that employers' requests for extensions of time to correct hazards must be in writing.
- 6) Consultation Projects must now independently track the training offered by the project and make such information available to the Region upon request.
- 7) Failure to comply with requirements found in the OSH Act, 29 CFR 1908, the Consultation Policies and Procedures Manual, the Cooperative Agreement or other reporting requirements (such as MARC reports) may result in noncompliance with the Cooperative Agreement and penalties as identified in 29 CFR 95.62 and 29 CFR 97.43.
- 8) States whose Strategic Plans conclude in FY 2009 have the option to develop new strategic plans, or they may choose to extend their strategic plans for an additional year.

- 9) On the Projected Program Activities Chart – 23(g) – Appendix B, Exhibit 1c, States are now asked to differentiate between the number of participants in Cooperative Programs that have enforcement incentives and those that do not.
- 10) States should include funding in their grant applications for the travel associated with anticipated OIS training and non-OSHANet States for upgrading their internet connectivity preparatory to OIS deployment.

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## EXHIBITS

### Appendix A

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

### Appendix B

- Exhibit I a/b** - Projected Program Activities – 21(d) On-site Consultation (Year One, Year Two)
- Exhibit Ic** - Projected Program Activities – 23(g) State Plans
- Exhibit II** - Equipment Inventory- 21(d) On-site Consultation
- Exhibit III** - Equipment Procurement Listing – 21(d) On-site Consultation
- Exhibit IV** - Annual Training Plan – 21(d) On-site Consultation
- Exhibit V** - Accompanied Visit Plan – 21(d) On-site Consultation
- Exhibit VI** - Personnel Funding Breakout Chart – 23(g) and 21(d)
- Exhibit VII** - Supporting Details of Anticipated Costs – 21(d) On-site Consultation (format) - Part A: Consultation
- Exhibit VIII** - Supporting Details of Anticipated Costs – 21(d) On-site Consultation (format) - Part B: Administration
- Exhibit IX** - Supportive Cost Breakout Chart – 23(g) State Plans (suggested format)
- Exhibit X** - Template for Performance Plans: Performance Goals
- Exhibit XI** - Memorandum of Agreement for Laboratory Services (Salt Lake Technical Center) – 23(g) State Plans

### Appendix C

- Exhibit I** - OSHA 23(g) State Plan and 21(d) On-site Consultation FY 2009 Final Base Award Levels - Funding Chart

**Application for Integrated 23(g) State Plan Grants and 21(d) On-site Consultation Cooperative Agreements, 23(g) Public Employee Only State Plan Grants, and 23(g) State Plan Grants without 21(d) funding.**

- I. Purpose. This Notice contains instructions and forms necessary for the preparation and submittal of FY 2010 applications for the Integrated Application for 23(g) State Plan Grants and 21(d) On-site Consultation Cooperative Agreements, the 23(g) Public Employee Only State Plan Grants, and the 23(g) State Plan Grants without 21(d) funding. States are required to submit an application that includes either a one-year performance plan or a two-year performance plan. Separate financial documents are required for the 21(d) Cooperative Agreement and the 23(g) State Plan Grant. Financial documents will continue to be submitted on an annual basis.
- II. Scope. This Notice applies to States that operate 23(g) State Plans and 21(d) On-site Consultation Projects in State Plan States. It also applies to Public Employee Only State Plans and to the three States that provide private sector consultation under their State Plan. It does not apply to 21(d) On-site Consultation Projects in States under Federal OSHA enforcement jurisdiction.

Instructions for the 21(d) Cooperative Agreement applications in Federal OSHA enforcement States are contained in the On-site Consultation Cooperative Agreement Application for FY 2010. General instructions for 23(g) grant preparation are contained in Chapter 5 of OSHA Instruction CSP 01-00-002 (STP 2-0.22B).

- III. References.
- A. OSHA Instruction CSP 02-00-002, Consultation Policies and Procedures Manual; 29 CFR 1908;
  - B. CSP 01-00-002 (STP 2-0.22B), State Plan Policies and Procedures Manual; 29 CFR 1902 and 1956;
  - C. 29 CFR Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
  - D. Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (OMB Circular A-102 codified in 29 CFR 97);
  - E. Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87, Relocated to 2 CFR, Part 225).
- IV. Expiration Date. This Notice expires on September 30, 2010.
- V. Action Information.
- A. Responsible Offices. The Directorate of Cooperative and State Programs, Office of State Programs and Office of Small Business Assistance in consultation with

the Directorate of Administrative Programs and the Assistant Secretary.

B. Action Offices.

1. National Office. National Office personnel are responsible for reviewing and processing the applications for approval, and verifying that the applications meet all required financial, operational, and policy requirements.
  - a. Directorate of Administrative Programs (DAP). The Division of Grants Management is responsible for administering submission of grants via [www.grants.gov](http://www.grants.gov), reviewing financial documents, posting funding award levels in the Payment Management System, transmitting the award letters to each recipient and administering all financial aspects of the cooperative agreement/State Plan grant.
  - b. Directorate of Cooperative and State Programs (DCSP). The Office of Small Business Assistance (OSBA) and the Office of State Programs (OSP) are responsible for reviewing the application and resolving any program issues with the 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 DAP.
2. Regional Offices. Throughout the application and review process, the Regional Administrator remains the point of contact with the State(s).
  - a. The Regional Administrator must grant approval to any State desiring to submit a two-year performance plan based on the quality of prior performance plans and the expectation of reasonable progress toward achievement of outcome/results oriented goals.
  - b. The Regional Office must coordinate with State Plans and On-site Consultation Project Managers within their jurisdiction and provide assistance in the development, submission and revisions of grant applications. The Regional Office should work with the State Plans and Consultation Projects to resolve all issues prior to authorizing the State's submission of the electronic grant application package to minimize the need for replacement pages and expedite approval of the application.
  - c. The Regional Office should discuss all identified issues with appropriate staff in DCSP and DAP prior to final resolution with the State.



- d. By August 21, 2009, the Regional Administrator must submit a memorandum to the Directors of Administrative Programs and Cooperative and State Programs for each State application, reflecting recommendations for approval or disapproval of the funding application, the one-year or two-year performance plan and, if appropriate, changes to the 5-year Strategic Plan. The memorandum must reflect the Region's assessment of any unresolved issues in the application, including the performance plan, and any questionable items. If an appropriate State response has not been received prior to processing in the National Office, specific suggested language should also be included for any restrictions to be placed on the cooperative agreement/State Plan grant award. The memorandum should be based on the Region's review of the final electronic application package submitted by the States via Grants.gov by August 14, 2009, not an earlier draft.
  - e. The Regional Office will not need to forward a copy of the electronic application package. DCSP and DAP may access the applications in DOL E-Grants.
3. State Plan and On-site Consultation Project Managers in State Plan States. The Office of Management and Budget (OMB Circulars A-102 and A-110) requires that financial awards be made at least 10 days prior to the beginning of the grant or agreement period. All grant applications must be submitted electronically using Grants.gov. States must follow the instructions detailed in this Notice when submitting the application. States are responsible for coordinating with their Regional Administrator to agree on a schedule that will allow electronic submission of the application package to the National Office through Grants.gov by August 14, 2009.
- a. States must ensure that their registration information is up-to-date in Grants.gov. The Organization Registration Checklist can be found at:  
[http://www.grants.gov/assets/Organization\\_Steps\\_Complete\\_Registration.pdf](http://www.grants.gov/assets/Organization_Steps_Complete_Registration.pdf).
  - b. Applications will be accepted in Grants.gov beginning July 20, 2009 for the performance period beginning October 1, 2009 and ending September 30, 2010.
  - c. The deadline for electronic application submission is August 14, 2009.
  - d. The website to download the Grants.gov application package is:  
[http://www.grants.gov/applicants/apply\\_for\\_grants.jsp](http://www.grants.gov/applicants/apply_for_grants.jsp).

- e. For documents requiring signatures, applicant should submit a scanned, signed copy as an attachment to the electronic grant application.
- f. Grants.gov requires completion of forms SF-424 and SF-424A online. All other documents in the OSHA grant applications must be submitted as attachments.
- g. Acceptable formats for document attachments submitted as part of a Grants.gov application are Microsoft Office 2003 and Adobe Reader. (See [www.grants.gov](http://www.grants.gov) for further information.) Attachments are limited to 15 documents in Grants.gov. The preferred method for attachments is to scan all documents into one Adobe Reader (PDF) file that can be attached to the Grants.gov application. Documents may also be attached as individual files in the specified formats - Microsoft Office 2003 or Adobe Reader (PDF).
- h. For 23(g) only (Kentucky, Puerto Rico, Washington) or Public Employee Only (PEO) States (Connecticut, New Jersey, New York, and Virgin Islands), the Funding Opportunity Number is **OSHA-23G-2010-001**. Applicants will submit the SF-424 and SF-424A reflecting the 23(g) funding along with the required attachments.
- i. For 23(g) and 21(d) Integrated Applications, applicants will submit the applications under two Funding Opportunity Numbers:
  - 1. Under Funding Opportunity Number **OSHA-21D-2010-001**, applicants will submit the SF-424, SF-424A, and the OSHA 110 reflecting the 21(d) funding.
  - 2. Under Funding Opportunity Number **OSHA-23G-2010-001**, applicants will submit the SF-424 and the SF-424A reflecting the 23(g) funding and all other required documents for the integrated application regardless of whether it is 21(d) or 23(g) related.
- j. Replacement pages cannot be submitted through Grants.gov. If revisions are made after the grant is submitted to Grants.gov, the Region will coordinate to ensure that the replacement pages are submitted to the National Office. These pages should preferably be submitted electronically via e-mail but may be submitted by fax.

VI. Significant Changes.

- A. States no longer need to submit the PSC 272 report. The Federal Financial Status Report (FFR) will consolidate the SF 269 and PSC 272 reports. The FFR will be migrated to DOL E-grants when it is available (*Appendix A – Exhibit V – Page 1*).
- B. The Regional Office memorandum recommending grant approval is due August 21, 2009. The State must submit an electronic application in grants.gov on or before August 14, 2009 (*Page 3*).
- C. Conditions and Restrictions for both 21(d) and 23(g) grants have been revised to clarify a number of Information Technology issues and to specifically require that States not participating in OSHANet install encryption software that meets OMB and Department of Labor requirements for protection of sensitive information by December 31, 2009 (*Appendix A, Exhibit IIa, Page 9 and Exhibit IIb, Page 7*).
- D. Conditions and Restrictions for 23(g) grants have been revised to address: attendance at OSHA/OSHSPA meetings and at the Annual On-Site Consultation Training Conference; State Internal Evaluation Programs; and State debt collection procedures (*Appendix A, Exhibit IIa, Page 15 and Exhibit IIb, Page 9*).
- E. Restrictions and Conditions for Consultation Programs have been revised to require that employers' requests for extensions of time to correct hazards must be in writing (*Appendix A, Exhibit IIa, Page 7*).
- F. Consultation Projects must now independently track the training offered by the project and make such information available to the Region upon request (*Appendix A, Exhibit IIa, Page 8*).
- G. Failure to comply with requirements found in the OSH Act, 29 CFR 1908, the Consultation Policies and Procedures Manual, the Cooperative Agreement or other reporting requirements (such as MARC reports) may result in noncompliance with the Cooperative Agreement and penalties as identified in 29 CFR 95.62 and 29 CFR 97.43 (*Appendix A, Exhibit IIa, Page 8*).
- H. States whose Strategic Plans conclude in FY 2009 have the option to develop new strategic plans, or they may choose to extend their strategic plans for an additional year (*Page 6*).
- I. On the Projected Program Activities Chart – 23(g) – Appendix B, Exhibit Ic, States are now asked to differentiate between the number of participants in Cooperative Programs that have enforcement incentives and those that do not (*Appendix B, Exhibit Ic, Page 2*).
- J. States should include funding in their grant applications for the travel associated with anticipated OIS training and non-OSHANet States for upgrading their internet connectivity preparatory to OIS deployment (*Page 17*).

## Application Instructions

### VII. Strategic Plans.

- A. Basic Principles. The following basic principles govern a State's development of Strategic and annual/biennial Performance Plans.
1. Each State Plan must have a five-year Strategic Plan made up of outcome-oriented strategic and performance goals. If a State's five-year Strategic Plan expires in FY 2009 - FY 2010, the grant application must include a new five-year Strategic Plan or a one-year extension of the current Strategic Plan.
  2. In addition to its strategic and performance goals, each State's occupational safety and health program must continue to satisfy the mandated activities of the OSH Act and 29 CFR Parts 1902 or 1956 (e.g., standards, enforcement program, prohibition against advance notice) and so certify in its application and demonstrate in actual performance.
  3. All State Plans must include in their Strategic Plan a goal directed towards the reduction of fatalities, injuries, and illnesses. This goal need not include specific percentage rate reduction targets, as in OSHA's goal in the Department of Labor's Strategic Plan. The change in the State's injury/illness/fatality rates will be included in OSHA's assessment of the achievement of the national goal(s). In addition, States must develop reasonable performance goals that are broad enough to encompass all major components of the State program, including private and public sector enforcement, consultation, compliance assistance, training and cooperative programs. Support activities, such as laboratories, need not be addressed specifically in strategic goals.
  4. As part of the application, each State Plan must develop a one-year or a two-year Performance Plan describing the specific actions to be undertaken by the State to accomplish its strategic and performance goals during the period covered. This 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) and 23(g) On-site Consultation programs, and compliance assistance. Two-year performance plans should identify specific performance goals for each of the two years.
  5. State strategic plans and performance plans must contain outcome/results oriented goals. If a goal is measured only by activities, the lack of an outcome/results oriented goal must be justified. Plans relying solely on activity based goals and measures will not be acceptable.
  6. OSHA will evaluate each State Plan's performance on whether it makes reasonable progress towards accomplishing the goals contained in the

strategic and performance plans 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.

7. State Plans developing strategic plans with strategic and performance goals that rely on data that differs from those used by Federal OSHA (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 those of OSHA, a goal 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). (OSHA's Annual Operating Plan and the USDOL Five-Year Strategic Plan are both available from the OSHA Intranet/LAP.)
8. 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 its program is 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 and to so certify in the grant application and through demonstrated performance.

#### VIII. Performance Plans.

- A. States have the option, with approval of the Regional Administrator, of submitting a one-year or two-year Performance Plan. The Performance Plan consists of the required grant narrative section covering basic program information and must include performance goals that are broad enough to encompass all major components of the State program including public sector enforcement, 21(d) and 23(g) On-site Consultation programs, and compliance assistance. Two tabular sections covering one- or two-year performance goals and projected activities must be included in the Plan. The Performance Plans must describe the specific activities the State will perform to accomplish its performance goals, must be aligned with the State's five-year Strategic Plan and must identify the expected outcome of these activities. Each Performance Plan must include a section that addresses the data elements and informational needs outlined in this section. For States submitting a two-year Performance Plan, the Performance Plan should include goals for each year of the plan.
- B. Any State desiring to submit a two-year Performance Plan must notify and obtain the Regional Administrator's approval prior to beginning preparation of the application. Regional Administrators should premise their approval on the State's prior experience in developing and making reasonable progress in achieving outcome/results oriented goals and a review of the outcome/results oriented goals in the State's Strategic Plan.

- C. All State Performance Plans, whether one- or two-year, must contain one or more outcome/results oriented goals. If performance on a goal is measured only by activities, the lack of an outcome/results oriented goal must be justified. Applications premised solely on activity goals will not be accepted.
- D. In addition to providing information in Appendix B, Exhibit Ic on compliance and consultation staffing and projections as to the number of inspections (separately for private and public sectors, as well as for construction and non-construction) and consultation visits (separately for private sector 21(d) or 23(g) and 23(g) public sector) anticipated during the upcoming year (or each of two years for States choosing to submit two-year performance plans), States must provide projections regarding the following compliance assistance activities (separately for private sector 21(d) or 23(g) and 23(g) public sector):

Voluntary Protection Program (VPP) participants - number of **new** participants, the **total** number of participants at the end of the grant year for FY2008, FY2009 (estimated), and FY2010 (projected), separated for general industry, construction and public sector, as applicable;

Cooperative Programs – similar to OSHA’s Partnerships and Alliances or other State developed programs for joint cooperative efforts with employers, employees, groups, separated into those providing enforcement incentives, such as exemptions, and those not involving enforcement incentives (number of **new** and **total** at the end of the grant year for FY2008, FY2009 (estimated), and FY2010 (projected));

Outreach Participants - total number of trainees/participants anticipated to be affected by State Outreach activities during the period, e.g., formal training, workshops, seminars, speeches, conferences, informal worksite training; and

Safety and Health Achievement Recognition Programs (SHARP) participants – 23(g) only (KY, WA, PR, plus public sector) - (number of **new** and **total** at the end of the grant year for FY2008, FY2009 (estimated), and FY2010 (projected).

- E. The Personnel Funding Breakout Chart (Appendix B, Exhibit VI) should include entries for onboard staffing as of the application submission date, and should identify which of those positions are funded by a mix of Federal and State funds, and which are funded by 100 percent State funds.
- F. The following tables show the contents of the State’s Performance Plan, depending on whether the State has both 23(g) and 21(d) programs (Integrated Application), includes private sector consultation under its 23(g) program, or is a Public Employee Only program.

<b>Performance Plan Elements</b>	<b>23(g) State Plan and 21(d) On-site Consultation Project<sup>1</sup></b>	<b>23(g) State Plan only<sup>2</sup></b>	<b>Public Employee State Plan<sup>3</sup></b>
<p><b>Overview:</b> A comprehensive overview of the State’s current occupational safety and health program, including identification of any program changes or new initiatives since the previous grant application.</p>	YES	YES	YES
<p><b>Profile of the State Agency:</b> Provide a detailed organizational chart of the components involved in the State OSHA effort. In addition, the total number of allocated staff and a breakout of compliance, compliance assistance, and On-site Consultation staff, expressed in full-time equivalents (FTEs), need to be included. (See Personnel Funding Breakout Chart, <b>Appendix B – Exhibit VI</b>).</p> <p><u>State Demographic Profile.</u> Number of covered employers broken out by major North American Industrial Classification System (NAICS) Division and number of covered employees, by major NAICS Division, including separate identification of State and local government employers and employees.</p> <p><u>Identification of Covered Issues.</u> List those issues that the State’s OSH program covers and those that remain a Federal responsibility.</p>	YES	YES	YES
<p><b>Mandated Activities:</b> Activities mandated under the OSH Act (e.g., 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 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.</p> <p>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 <b>Appendix A, Exhibit IIa/IIb – 23(g) OSHA Restrictions and Conditions – Item 1.</b>)</p>	YES	YES	YES

<sup>1</sup> Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.

<sup>2</sup> Kentucky, Puerto Rico, Washington.

<sup>3</sup> Connecticut, Illinois, New Jersey, New York, Virgin Islands.



Performance Plan Elements	23(g) State Plan and 21(d) On-site Consultation Project <sup>1</sup>	23(g) State Plan only <sup>2</sup>	Public Employee State Plan <sup>3</sup>
<b>Internal Quality Assurance Program for 21(d) On-site Consultation Projects.</b> If a 21(d) On-site 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.	YES	NO	NO
<p><b>Projected State Plan Activities for one year (One-Year Performance Plan) or each of two years (Two-Year Performance Plan)</b> (<i>See Appendix B, Exhibit X, Exhibit Ic for 23(g) and Appendix B, Exhibit Ia/b for 21(d).</i>)</p> <p><u>Inspections.</u> Provide total projections broken out by safety and health, as well as by private sector and public sector.</p> <p><u>Consultation Visits in Private Sector.</u> Provide total projections broken out by safety and health for anticipated number of consultation visits in the private sector.</p> <p><u>Consultation Visits in Public Sector.</u> Provide projections broken out by safety and health for the anticipated number of consultation visits in the public sector.</p> <p><u>Compliance Assistance.</u> Provide the current number, the projected growth, and end-of-year total for:</p> <ul style="list-style-type: none"> <li>• Voluntary Protection Programs (by general industry, construction, public sector as applicable).</li> <li>• State Cooperative Programs:                     <ul style="list-style-type: none"> <li>○ Partnerships and other similar programs providing enforcement incentives such as inspection exemptions or penalty reductions for participating employers.</li> <li>○ Alliances and other similar programs that do not involve enforcement incentives.</li> </ul> </li> <li>• Outreach Participants/Trainees affected by outreach activities during the period.</li> <li>• Safety and Health Achievement Recognition Program (SHARP) participants.</li> </ul>	YES	YES	YES

<sup>1</sup> Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.

<sup>2</sup> Kentucky, Puerto Rico, Washington.

<sup>3</sup> Connecticut, Illinois, New Jersey, New York, Virgin Islands.



Performance Plan Elements	23(g) State Plan and 21(d) On-site Consultation Project <sup>1</sup>	23(g) State Plan only <sup>2</sup>	Public Employee State Plan <sup>3</sup>
<p><b>Performance Goals:</b> For each performance goal in the State’s Strategic Plan that is to be addressed, the State must:</p> <ol style="list-style-type: none"> <li>1. Establish objective and measurable one-year or two-year performance goals to be achieved by the State. For two-year performance plans, goals should be identified separately for each of the two years.</li> <li>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. (<i>See Appendix B, Exhibit X.</i>)</li> <li>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 one-year or two-year performance goals.</li> </ol> <p>The one-year or two-year performance goals should be presented in the format illustrated in <b>Appendix B, Exhibit X</b>. When enforcement and 21(d) On-site Consultation share a performance goal, the strategy, indicator, data source, and baseline must clearly describe the differences.</p> <p>The submission for the second year of two-year performance goals should include a brief, general assessment, based on available data, of the progress made toward achievement of the first year’s goals, and any resultant revisions to the second year of the performance plan. This may be in the form of replacement pages to the previously submitted Appendix B, Exhibit X or other appropriate format.</p>	YES	YES	YES
<p><b>Projected 21(d) On-site Consultation Program Activities:</b> In addition to discussing 21(d) On-site Consultation activities as they relate to each performance goal above, the total numbers of projected 21(d) activities also must be provided in the format illustrated in <b>Appendix B, Exhibit Ia</b> for Year One and Exhibit Ib for Year Two. When enforcement and 21(d) On-site Consultation share a performance goal, the strategy, indicator, data source, and baseline must clearly describe the differences.</p>	YES	NO	NO

<sup>1</sup> Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.

<sup>2</sup> Kentucky, Puerto Rico, Washington.

<sup>3</sup> Connecticut, Illinois, New Jersey, New York, Virgin Islands.

IX. Application Submission

A. Documents. The following table lists the documents to be included in the State’s application submission. The State must complete the SF-424 and SF-424A electronically online using the mandatory forms in Grants.gov. All other documents are to be submitted as attachments and should be scanned into one Adobe Acrobat file. Documents that require signature should be signed by the state designee, and the signed document should be included in the scanned attachment to the Grants.gov application.

<b>Application Documents</b>	<b>23(g) State Plan and 21(d) On-site Consultation Project<sup>1</sup></b>	<b>23(g) State Plan only<sup>2</sup></b>	<b>Public Employee State Plan<sup>3</sup></b>	<b>Reference</b>
<b>Table of Contents</b>	YES	YES	YES	
<b>21(d) Cooperative Agreement</b>	YES Scan Signed Copy	N/A	N/A	Appendix A – Exhibit I
<b>OSHA-110 form – 21(d) Cooperative Agreement</b>	YES Scan Signed Copy	N/A	N/A	Appendix A – Exhibit IIIa
<b>OSHA-110 form – 23(g) Grant Agreement</b>	YES Scan Signed Copy	YES Scan Signed Copy	YES Scan Signed Copy	Appendix A – Exhibit IIIb
<b>SF-424 – 21(d) Application for Federal Assistance</b>	YES Entered online at Grants.gov	N/A	N/A	Appendix A – Exhibit IV
<b>SF-424 – 23(g) Application for Federal Assistance</b>	YES Entered online at Grants.gov	YES Entered online at Grants.gov	YES Entered online at Grants.gov	Appendix A – Exhibit IV
<b>SF-424A – 21(d) Budget Information, Non-Construction Programs</b>	YES Entered online at Grants.gov	N/A	N/A	Appendix A – Exhibit IV
<b>SF-424A – 23(g) Budget Information, Non-Construction Programs</b>	YES Entered online at Grants.gov	YES Entered online at Grants.gov	YES Entered online at Grants.gov	Appendix A – Exhibit IV

<sup>1</sup> Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.

<sup>2</sup> Kentucky, Puerto Rico, Washington.

<sup>3</sup> Connecticut, Illinois, New Jersey, New York, Virgin Islands.

Application Documents	23(g) State Plan and 21(d) On-site Consultation Project <sup>1</sup>	23(g) State Plan only <sup>2</sup>	Public Employee State Plan <sup>3</sup>	Reference
<b>Combined Assurances &amp; Certifications with: 23(g) OSHA Restrictions &amp; Conditions and 21(d) OSHA Restrictions &amp; Conditions</b>	YES Scan Signed Copy	N/A	N/A	Appendix A – Exhibit IIa
<b>Assurances &amp; Certifications with: 23(g) OSHA Restrictions &amp; Conditions</b>	N/A	YES Scan Signed Copy	YES Scan Signed Copy	Appendix A – Exhibit IIb
<b>Projected Program Activities – 21(d) On-site Consultation</b>	YES	N/A	N/A	Appendix B – Exhibit I a/b
<b>Projected Program Activities – 23(g) State Plans</b>	YES	YES	YES	Appendix B – Exhibit I c
<b>Equipment Inventory – 21(d) On-site Consultation</b>	YES	N/A	N/A	Appendix B – Exhibit II
<b>Equipment Procurement Listing – 21(d) On-site Consultation</b>	YES	N/A	N/A	Appendix B – Exhibit III
<b>Annual Training Plan – 21(d) On-site Consultation</b>	YES	N/A	N/A	Appendix B – Exhibit IV CPPM- Exhibit K
<b>Accompanied Visit Plan – 21(d) On-site Consultation</b>	YES	N/A	N/A	Appendix B – Exhibit V
<b>Personnel Funding Breakout</b>	YES	YES	YES	Appendix B – Exhibit VI
<b>Breakout of Funding designated for Private Sector Consultation</b>	NO	YES	NO	Section IX.B.3.c
<b>Supporting Details of Anticipated Costs, Part A – Consultation 21(d)</b>	YES	N/A	N/A	Appendix B – Exhibit VII
<b>Supporting Details of Anticipated Costs, Part B – Administration 21(d)</b>	YES	N/A	N/A	Appendix B – Exhibit VIII
<b>Supportive Cost Breakout 23(g)</b>	YES	YES	YES	Section IX.B.3.c and d; Appendix B-Exhibit IX

<sup>1</sup> Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.

<sup>2</sup> Kentucky, Puerto Rico, Washington.

<sup>3</sup> Connecticut, Illinois, New Jersey, New York, Virgin Islands.

Application Documents	23(g) State Plan and 21(d) On-site Consultation Project <sup>1</sup>	23(g) State Plan only <sup>2</sup>	Public Employee State Plan <sup>3</sup>	Reference
MOA – Salt Lake Technical Center 23(g) State Plans (Only States using SLTC for analysis of <u>all</u> samples are required to submit MOA.)	YES Scan Signed Copy, if applicable	YES Scan Signed Copy, if applicable	YES Scan Signed Copy, if applicable	Appendix B – Exhibit XII
<b>FY 2010 Annual Performance Plan</b> <i>or</i> <b>FY 2010/2011 Two-Year Performance Plan with:</b> <ul style="list-style-type: none"> <li>– <b>Overview of the Project/State Plan</b></li> <li>– <b>Profile of the State Agency</b></li> <li>– <b>State Demographic Profile</b></li> <li>– <b>Identification of Covered Issues</b></li> <li>– <b>Mandated Activities</b></li> <li>– <b>Internal Quality Assurance Program for 21(d) Project</b></li> <li>– <b>Projected State Plan Activities: Inspections, Consultations, Compliance Assistance, SHARPS</b></li> <li>– <b>Performance Goals</b></li> <li>– <b>Organizational Chart (name/vacant, title, program-21(d) or 23 (g) for consultants where applicable) <i>Or</i></b></li> </ul>	YES Integrated to cover both 21(d)/23(g)	YES	YES	Sections VII, VIII, Appendix B, Exhibit X

<sup>1</sup> Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.

<sup>2</sup> Kentucky, Puerto Rico, Washington.

<sup>3</sup> Connecticut, Illinois, New Jersey, New York, Virgin Islands.

Application Documents	23(g) State Plan and 21(d) On-site Consultation Project <sup>1</sup>	23(g) State Plan only <sup>2</sup>	Public Employee State Plan <sup>3</sup>	Reference
FY 2011 2 <sup>nd</sup> year of Two-Year Performance Plan – assessment of progress, updates and revisions to the above documents	YES, Integrated to cover both 21(d)/23(g)	YES	YES	Section VIII, Appendix B, Exhibit X
5-Year Strategic Plan (only if new or updated plan is being submitted)	YES, Integrated to cover both 21(d)/23(g)	YES	YES	Section VII

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<sup>1</sup> Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.

<sup>2</sup> Kentucky, Puerto Rico, Washington.

<sup>3</sup> Connecticut, Illinois, New Jersey, New York, Virgin Islands.

B. Requirements.

1. General Requirements for All Applications.

- a. Funding Level. Funding documents should generally be prepared at the prior year final base award level. (See **Appendix C, Exhibit I**). If the State does not have the required matching funds for this award level, it should complete the application to reflect the level which it can match.
- b. 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 (salaries, fringe benefits, and related support expenses) as well as costs associated with the approved State Indirect Rate. For staff and first-level supervisors who also serve in a managerial capacity for the project, salary costs shall be distributed between Administration and Program in proportion to the percent of time spent in performing duties in those categories. No more than 25 percent of the total funding (Federal award plus State match) may be budgeted for administrative costs without an approved justification. Some additional requirements apply to the 21(d) program. (See **Appendix A, Exhibit I**, page 3.) Note: Although submission of the approved indirect cost rate agreement is not required, the Regional Administrator should assure that the indirect costs contained in the grant application are based on the approved indirect cost rate agreement.
- c. OSHANet Participation. State recipients who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications). All desktops and laptops that connect to the OSHANet must be configured with the OSHA image. Software that is not part of the OSHA standard image must be pre-approved prior to purchase and, once approved and received, must be approved for installation. All new desktop and laptop computers must be Microsoft (MS) Vista-ready but have MS Windows XP Professional installed as the operating system. All desktops, laptops and servers on the OSHANet are subject to an annual software audit to ensure compliance with E.O. 13103, Computer Software Piracy, the U.S. Copyright Act (Title 17, U.S.C.), USDOL software management and acceptable use policy, and vendor software license agreements. States participating in OSHANet agree to pay OSHA for certain services provided, including an annual service fee and quarterly telecommunication charges. OSHANet States that also choose to use Citrix for remote access will receive annual bills. The fourth quarter payment will be based on an estimated bill. **All bills must be paid no later than September 15<sup>th</sup>.** Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.

- d. Integrated Management Information Systems (IMIS) for All States . Continued participation in IMIS and its successor is a program requirement and includes all its components. All 21(d) On-site Consultation projects and 23(g) State Plans will continue to be charged for mainframe processing services, telecommunications, and other costs provided through IMIS based on quarterly bills. The fourth quarter payment will be based on an estimated bill. **All bills must be paid no later than September 15<sup>th</sup>**. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.
- e. OSHA Information System (OIS) - Training. Training for all OIS users is being planned for the summer 2010. Current planning is for each user to be trained on those OIS modules that are relevant to their assigned work at a 5 day in-person training session in Washington, DC or the OSHA Training Institute in Arlington Heights, Illinois, or other designated sites to be determined. States should include funding for the travel associated with such training in their grant applications. Training sites in each Region are a possibility as is a train-the-trainer option.

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

- f. Computer Equipment Purchases. All State recipients must consult with the Directorate of Information Technology (DIT) 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 to ensure that equipment and software meets the requirements necessary to run or operate OSHA applications. Desktop or laptop computers and software that will be used to access OSHA systems including the CSHO and On-site Consultation PC Applications, Whistleblower application, new web-based and other applications as deployed, etc., must meet the minimum OSHA specifications (Refer to "IT Help Desk" on the OSHA Intranet for current and updated computer specifications). All new computers must be Microsoft (MS) Vista-ready but have MS Windows XP Professional installed as the operating system. All States on OSHANet must adhere to all requirements for such participation and pay all related charges on a quarterly basis.

Consultation Projects **must** consult with the DIT, and receive written approval from DCSP, prior to purchasing computers using 21(d) funds.

Computers must conform to particular OSHA hardware and software specifications. It is the responsibility of the On-site Consultation Project Manager to contact the DIT at least 60 days (preferably more) in advance of the purchase of new computer equipment for the latest specifications to ensure new hardware specifications meet the requirements necessary to run or operate OSHA Applications.

- g. Computer Security. All system users (OSHANet and other OSHA applications) must adhere to Federal, Department of Labor (DOL), and OSHA computer security policies, procedures, and processes, including requirements for encryption (by the end of the first quarter in FY 2010). All system users (OSHANet and other OSHA applications) must annually sign Rules of Behavior. All OSHA system users must complete the USDOL Annual Computer Security Awareness Training (CSAT) and any other federally mandated or DOL-required computer security training to be specified, within the required time frame.
- h. 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 Federal Financial Report (FFR) submitted each quarter. For more information on program income, please refer to OMB Circular A-102, Section 2e. The website is:  
<http://www.whitehouse.gov/omb/circulars/a102/a102.html>
- i. Funding Conditions. By signing the grant application, the recipient certifies that it will comply with the assurances and certification, lobbying restrictions, and OSHA specific restrictions and conditions. Potential consequences for noncompliance with any of the grant conditions can be found at 29 CFR 95.62 and 29 CFR 97.43.
- j. Professional Certification. State Plan Grant/Cooperative Agreement funds may be used to pay for the costs associated with obtaining professional certification for safety and health staff by a certifying organization that has been accredited by a nationally recognized accrediting organization. These include such things as a preparation course, the examination, travel and per diem. Grant/Cooperative Agreement funds may not be used to pay for costs associated with preparation for a second attempt for employees who initially fail a professional certification examination. However, Grant/Cooperative Agreement funds may be used to pay for the expenses associated with taking the professional certification examination a second time, including travel and per diem. For those who fail to pass a professional certification examination on their second attempt,



grant/cooperative agreement funds may not be used for any additional attempts. Certification costs cannot exceed the percent of time for which an employee is dedicated to the grant/cooperative agreement. Grant/Cooperative Agreement funds may also not be used to pay annual fees for maintaining professional certifications.

- k. Order of Documents for Application Package. With the exception of the SF-424 and SF-424A forms, the documents in the grant application should be assembled in the order noted below and scanned as a single document for submission through Grants.gov. The pages of the grant should be numbered sequentially and the specified forms/format used wherever possible. The SF-424 and the SF-424A must be entered online electronically at Grants.gov. No state grant application should be submitted until reviewed by the Regional Administrator and approved for submission.

1. Table of Contents
2. Annual Performance Plan/Two-Year Performance Plan Elements:
  - Overview of the Project/State Plan
  - Profile of the State Agency
  - State Demographic Profile
  - Identification of Covered Issues
  - Mandated Activities
  - Internal Quality Assurance Program for 21(d) Project
  - Projected State Plan Activities: Inspections, Consultations, Compliance Assistance, SHARPS
  - Performance Goals
3. Five-Year Strategic Plan (only if new or updated plan is being submitted)
4. Organizational Chart (name/vacant, title, program - 21(d) or 23(g) for consultants, where applicable)
5. Financial Documents (Note: SF-424 and SF-424A for 21(d) and 23(g) will be completed using the mandatory forms in Grants.gov and do not need to be included as additional attachments for the electronic package.)
  - OSHA 110 form – 21(d) Cooperative Agreement
  - Supporting Details of Anticipated Costs – 21(d)
    - Part A – Consultation
    - Part B – Administration
  - OSHA 110 form – 23(g) Grant Agreement
  - Supportive Cost Breakout – 23(g)

6. Other Documents:

- Personnel Funding Breakout
- 21(d) Cooperative Agreement
- Combined Assurances & Certifications with:  
21(d) OSHA Restrictions & Conditions and  
23(g) OSHA Restrictions & Conditions  
OR  
Assurances & Certifications with 23(g) OSHA Restrictions &  
Conditions
- 21(d) Projected Program Activities
- 23(g) Projected Program Activities
- 21(d) Equipment Inventory
- 21(d) Equipment Procurement Listing
- 21(d) Annual Training Plan
- 21(d) Accompanied Visit Plan
- 23(g) MOA – Salt Lake Technical Center

2. 21(d) Requirements.

- a. Salary Target. Each project must devote a minimum of 50 percent of the grant amount (90/10 total) toward consultant salaries and fringe benefits. Project Managers unable to meet this target must provide a written explanation of the reason they cannot meet this goal.
- b. Minimum Staffing. At least four professional, full-time equivalents (FTEs)—two full-time safety specialists and two full-time industrial hygienists or their equivalents—must be included in each Project’s personnel plan. All of the Project’s consultants must be employed at least 50 percent of their time in the On-site Consultation Program and must spend at least 50 percent of their time engaged in consultation activity. Any deviation from this minimum must receive prior written approval from the Director of DCSP.

3. 23(g) Requirements.

- a. Matching Funds. States will generally be funded, initially, at the prior year’s level. States that are unable to match the full amount available to them should complete the application to reflect the level they can match.
- b. Alternative or Supplement to Integrated Management Information System. States electing to pursue the development of an alternative or supplement to the Integrated Management Information System (IMIS) or its successor may use grant funds for this purpose, but there are no additional Federal grant funds available for this purpose.

1. The State must identify the funding devoted to such a project either by creating an additional category in the Supportive Cost Breakout for this purpose, or appropriately annotating the specific personnel, contract, equipment, etc., items devoted to this effort.
  2. The resulting alternative or supplemental system must continue to provide data to OSHA that are identical to that required by the Federal IMIS and that are submitted in the same manner and to the same extent as though continuing to participate in the IMIS system. Data must be timely submitted through download into IMIS and must be provided in a manner and format that meets OSHA's current as well as any future requirements. There may be no interruption in submission of data to meet future requirements. There may be no interruption in submission of data to OSHA during the development or modification of such alternative or supplemental systems.
  3. A State with such alternative/supplemental system must plan to meet all requirements in 3.b.2 upon deployment of the successor to IMIS. There may be no interruption or delay in submitting data to OSHA at that time.
- c. Budget Categories. All costs on the Application for Federal Assistance (SF-424A) may be identified under two budget categories, Administration and Program. A third category must be added where 100 percent State funds are used.

States may, however, continue to use the previously required nine categories (general administration; safety inspections; health inspections; consultation and other voluntary programs; training and education; standards; management information systems; laboratories; and review process and non-discrimination) or any others that better reflect the State's actual organizational structure. States that provide private sector consultation services through their 23(g) grant must separately identify the staffing and total funding devoted to this program in a manner that clearly delineates the program. Financial information for all Object Class categories, i.e., personnel, fringe benefits, travel, equipment, supplies, contractual, other, total direct charges, indirect charges, and total object categories, must be shown for each of the Budget Categories on the SF-424A.

- d. Object Classes/Supportive Cost Breakout. States **are required** to provide detailed financial information for the following **six** object class categories: personnel, fringe benefits, equipment, contractual, other, and indirect charges, based on either the Administration/Program budget categories or the categories used based on the State's actual organizational structure, in

a Supportive Cost Breakout format. States may use the suggested format in Appendix B, Exhibit IX or a form of their own design provided that all information is provided.

1. The **personnel** information provided on the Supportive Cost Breakout Listing must correspond to the organizational chart included in the Performance Plan and should identify the number of on-board staff/vacant positions. All supervisory positions above the first level of supervision must be reflected in Administration. Compliance Assistance position(s), including those funded during the FY 2006 final award process, must be identified. Activities of this staff must be limited to Compliance Assistance which may also include VPP, Partnerships, Alliances, speeches, training and other cooperative program outreach efforts, but not activities directly related to Compliance or Consultation, including SHARPS. Positions devoted to private sector On-site Consultation must be separately identified.
2. **Fringe benefits** should include information on the components and cost formula used.
3. **Equipment** having a useful life of over one year and a unit acquisition cost of \$5,000 or more must be separately identified.
4. The **contractual** information must identify the purpose of each contract, the contractor's name, and the amount of the contract. Contracts for such things as laboratory sample analysis, equipment calibration, NCR maintenance and computer services, especially for the development of alternative or substitute IMIS systems, must be clearly identified.
5. If not included elsewhere, **Other** should identify costs associated with such things as reimbursement to the OSHA Training Institute and associated costs for courses brought to the State.
6. **Indirect Costs** shall be included under Administration only and should be based on an approved indirect cost rate agreement for the grant period.
7. State attendance at joint OSHA/OSHSPA meetings is essential to State Plan effectiveness. States may allocate associated costs to 23(g) and/or State matching funds.
8. States that provide private sector consultation services under the 23(g) grant must plan to attend the Annual On-Site Consultation Training Conference and otherwise meet equivalent effectiveness requirements.

- e. Salt Lake Technical Center (SLTC). States wishing to use the SLTC services exclusively for all their industrial hygiene sample analysis in FY 2010 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. As indicated in an April 3, 2002 memorandum, States without Memoranda of Agreements may send samples to SLTC on a periodic, as-needed basis. The cost per sample for States that wish to use the SLTC laboratory exclusively is \$175; the cost per sample for States that use the SLTC laboratory on an occasional basis is \$220.00. There will be a special charge for all States for four exceptional sample types – CO Methoxyhemoglobin calculation - \$1,150, Explosibility - \$710, Gas Chromatograph/Mass Spectrometer Identification - \$465, and Materials Failure - \$2,820.
1. States **without** a Memoranda of Agreement with SLTC **must provide the following information:**
    - the name and address of the laboratory used for sample analysis;
    - identification of funding;
    - assurance of participation in the AIHA Proficiency Analytical Testing (PAT) program; and
    - an estimate of the number of samples anticipated for analysis.
  2. States should include sufficient funds in their grant application, and identify those funds, to cover payment for an appropriate level of sample analysis whether by a State or private lab with occasional use of SLTC or on an ongoing basis through an MOA with SLTC.
- f. OSHA Training Institute (OTI). States wishing to have the OSHA Training Institute deliver courses within their State, at the State's request, are expected to reimburse OSHA for the cost of the travel and per diem expenses for OTI instructors, all fees and travel expenses associated with contract trainers, shipping charges, equipment rental and training facility rental related to the training.

*Note: A change in OSHA's billing procedures is anticipated.*

## Appendix A – Exhibit I

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

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

#### **I. AUTHORITY AND PARTIES TO AGREEMENT.**

- A. Pursuant to Sections 21(c) and 21(d) of the Occupational Safety and Health Act of 1970 (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:
  - 1. Application for Federal Assistance (SF-424)
  - 2. Budget Information--Non-Construction Programs (SF-424A)
  - 3. Certifications, Assurances, Lobbying Restrictions, and OSHA Restrictions and Conditions
  - 4. Cooperative Agreement (Form OSHA-110)
  - 5. Performance Projections
  - 6. Annual Training Plan
  - 7. Accompanied Visit Plan
  - 8. Supporting Details of Anticipated Costs

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

### III. **PURPOSE AND SCOPE.**

- A. The State shall provide consultation services, including training and education, whereby employers, particularly those with smaller businesses and with high hazard workplaces (as defined or approved by OSHA), receive assistance in:
  - 1. Identifying any safety and health hazards in their workplaces.
  - 2. Controlling or eliminating these hazards successfully.
  - 3. Establishing or improving a workplace safety and health program.
  - 4. Understanding all requirements of applicable Federal (or State) law and implementing regulations.
- B. The statewide project operated under this agreement shall conform fully to the requirements in the Code of Federal Regulations (29 CFR 1908), all related formal directives issued by the Assistant Secretary and the appendices attached to this agreement.

### IV. **REIMBURSEMENT.**

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

### V. **ALLOCATION OF COSTS**

The Supporting Details of Anticipated Costs that itemizes the costs by category (Consultation and Administration) and object class shall be submitted with the application. The Supporting Details of Anticipated Costs should correspond to the information on the SF-424A. In order to ensure uniformity and comparability among agreement submissions, Consultation and Administration costs shall be determined and set forth as follows:

- A. **Consultation.** Consultation costs consist of all direct costs associated with the immediate delivery of consultative services to employers and employees. Costs include but are not limited to: the salaries and fringe benefits of On-site Consultation staff engaged in promotion, scheduling, visit preparation, hazard identification, program assistance, training and education, off-site assistance, report preparation, correction verification and similar authorized consultative activities; and related materials, supplies, equipment and staff training. They also include the consultation portion of total computer costs. Computer costs should be distributed between consultation and administration in the proportion to

which computer services support each function. On-site consultation staff include safety consultants, health consultants, consultant trainees and consultant trainers who meet the minimum qualifications defined in 29 CFR 1908.8(b). Also included are costs of immediate first-level consultant supervisors, except those costs associated with accompanied visit activity. Additionally, costs of direct clerical support to consultants and first-level consultant supervisors are charged to Consultation.

- B. **Administration.** Administrative costs consist of all direct costs associated with the management and support of the On-site 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 Automated Data Processing (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. Indirect costs require an approved rate. The rate must be approved by the authorizing Federal agency and for the grant period covered by the application.



	<b>Consultation</b>	<b>Administration</b>
<b>Positions Covered</b>	Safety consultant (S), safety consultant trainee (TS), safety supervisor (S/S), industrial hygiene consultant (H), industrial hygiene consultant trainee (TH), industrial hygiene supervisor (H/S) and direct clerical support (SEC) to these positions.	Salaries of positions for management (MGT) and direct clerical support (SEC) to these positions.
<b>Personnel</b>	<p>Salaries for positions listed in Consultation: Positions covered.</p> <p>For consultants and first-level consultant supervisors who also serve in a managerial capacity for the project, salary costs shall be distributed between Administration and Consultation in proportion to the percent of time spent in performing (1) program management 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.</p>	<p>Salaries for positions listed in Administration: Positions covered.</p> <p>For management personnel who also serve as consultants and/or consultant supervisors, salary costs must be distributed between Administration and Consultation in proportion to the percentage of time spent in performing (1) program management, (2) consultant duties, and/or (3) supervision of consultants.</p>
<b>Fringe Benefits</b>	<p>Fringe Benefits for positions listed in Consultation: Positions covered.</p> <p>Costs include payments for retirement, Social Security, workers' compensation, life insurance, medical insurance, etc. Include the cost formula for each fringe benefit.</p> <p>For consultants and first-level consultant supervisors who also serve in a managerial capacity for the project, fringe benefit costs shall be distributed between Administration and Consultation in proportion to the percent of time spent in performing (1) program management and (2) consultant and/or (3) consultant supervisory activities. Fringe benefits reflecting (a) consultant time should be listed separately from fringe benefits reflecting (b) time providing first-level supervision to consultants and fringe benefits of clerical staff that provide direct support to consultants and consultant supervisors.</p>	<p>Fringe benefits for positions listed in Administration: Positions covered.</p> <p>Costs include payments for retirement, Social Security, workers' compensation, life insurance, medical insurance, etc. Include the cost formula for each fringe benefit.</p> <p>For management personnel who also serve as consultants and/or first-level consultant supervisors, fringe benefit costs shall be distributed between Administration and Consultation in proportion to the percentage of time spent in performing (1) program management, (2) consultant duties, and/or (3) supervision of consultants.</p>

	<b>Consultation</b>	<b>Administration</b>
<p><b>Certification Costs:</b>                      Contact Henry Payne at <a href="mailto:Henry.Payne@dol.gov">Henry.Payne@dol.gov</a> with questions regarding certification</p>	<p>For Consultants seeking professional certification in safety or health, Cooperative Agreement funds may be used to pay for the costs associated with a professional certification examination preparation course approved by the project manager, including travel and per diem. Additionally, if needed, a Project Manager may use Cooperative Agreement funds to pay for the costs associated with applying for and taking a professional certification examination, including travel and per diem.</p> <p>Project Managers may not use Cooperative Agreement funds to pay for costs associated with a second preparation course for those Consultants who fail on their first attempt at a professional certification examination. However, a Project Manager may use Cooperative Agreement funds to pay for the travel and/or per diem related to taking the professional certification examination a second time, and if needed, costs associated with taking of the professional certification examination a second time.</p> <p>For those Consultants who fail to pass a professional certification examination on their second attempt, a Project 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 from any certifying organization that is not accredited by a nationally recognized accrediting organization. Additionally, Project Administrators are not authorized to pay annual maintenance fees for maintaining professional certifications from Cooperative Agreement funds.</p> <p>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.</p>	<p>For Project Managers seeking professional certification in safety or health, Cooperative Agreement funds may be used to pay for the costs associated with a professional certification examination preparation course approved by the employee's supervisor, including travel and per diem. Additionally, if needed, Cooperative Agreement funds may be used to pay for the costs associated with applying for and taking a professional certification examination, including travel and per diem.</p> <p>Cooperative Agreement funds may not be used to pay for costs associated with a second preparation course for those Managers who fail on their first attempt at a professional certification examination. However, Cooperative Agreement funds may be used to pay for the travel and/or per diem related to taking the professional certification examination a second time, and if needed, costs associated with taking of the professional certification examination a second time.</p> <p>For those Managers who fail to pass a professional certification examination on their second attempt, Cooperative Agreement funds may not be used to pay for any additional costs related to that employee seeking that specific professional certification.</p> <p>Cooperative Agreement funds may not be used to pay for any costs associated with seeking professional certification from any certifying organization that is not accredited by a nationally recognized accrediting organization. Additionally, Project Administrators are not authorized to pay annual maintenance fees for maintaining professional certifications from Cooperative Agreement funds.</p> <p>Projects must use 90/10 funds for Managerial preparation or certification; the Cooperative Agreement cannot pay for certification costs that exceed the percent of time for which that Manager is dedicated to the Cooperative Agreement. For example, if a Manager is dedicated at 0.5 FTE, then no more than 50% of the cost of the examination preparation or examination fees may be charged to the Cooperative Agreement.</p>

	<b>Consultation</b>	<b>Administration</b>
<b>Travel</b>	<p>Travel for positions listed in Consultation: Positions covered.</p> <p>Costs shall include travel required to conduct promotional visits, On-site Consultation visits, off-site assistance, and travel to OTI courses, regional and national On-site Consultation Program meetings. Intra-agency travel, such as that related to flexi-place programs, must have prior approval from the Regional Administrator. Appropriate supporting details for out-of-state travel (per diem, airfare, registration fees, miscellaneous, etc.) must be reported in the Annual Training Plan. Deviations from this plan involving out-of-state travel to courses and/or locations other than those proposed must be approved in writing by the Regional Administrator prior to the actual travel. Travel for the purpose of performing accompanied visits shall be charged to Administration.</p> <p>Attendance at professional development conferences such as Voluntary Protection Program Participants' Association (VPPPA), American Industrial Hygiene Association (AIHA), American Society of Safety Engineers (ASSE), and National Safety Council (NSC) are not considered OSHA-required training and, therefore, may not be funded with 100% Federal funds. A Project Manager may use cooperative agreement funds to provide an opportunity for each professional safety or health employee to attend a professional development conference of three-to-five days duration generally once every two years. However, the percentage of cooperative agreement funds used to pay for the individual's attendance at such a conference may not exceed the percentage of time for which that employee is dedicated to the cooperative agreement. For example, if a safety professional is dedicated at 0.5 FTE, then no more than 50% of the cost of attending the conference may be charged to the cooperative agreement.</p> <p>Costs associated with attendance and travel to professional development conferences of individuals in positions that are not funded by the cooperative agreement may not be allocated to the cooperative agreement.</p> <p>See Administration for the Annual On-site Consultation Training Conference.</p>	<p>Travel for positions listed in Administration: Positions covered and for all personnel conducting accompanied visits.</p> <p>Costs shall include travel required to attend safety and health conferences (subject to the restrictions in V.A.3., above), regional and national On-site Consultation program meetings and professional development/training courses. Appropriate supporting details for out-of-state travel (per diem, airfare, registration fees, miscellaneous, etc.) must be reported in the Annual Training Plan. Deviations from this plan involving out-of-state travel to courses and/or locations other than those proposed must be approved in writing by the Regional Administrator prior to the actual travel.</p> <p>Attendance at the Annual On-site Consultation Training Conference is required for all Project Managers, and to the extent that funds are available for the safety/health supervisors and senior consultants. The conference is considered required Federal travel and, therefore, may be funded with 100% Federal funds. The cost of travel for all participants to the Annual On-site Consultation Training Conference must be charged to Administration.</p>

	<b>Consultation</b>	<b>Administration</b>
<b>Equipment</b>	<p>Includes the costs of consultant technical equipment having a useful life of more than one year and a unit acquisition cost of \$5,000 or more, except as defined in Special Provisions VI.B.</p> <p>All equipment so defined shall be listed in the Approved On-site Consultation Equipment Procurement Listing.</p>	<p>Includes the costs of office equipment and machinery having a useful life of more than one year and a unit acquisition cost of \$5,000 or more, except as defined in the Special Provisions VI.B.</p> <p>All equipment so defined shall be listed in the Approved On-site Consultation Equipment Procurement Listing.</p>
<b>Supplies</b>	<p>Includes the costs of all tangible consultant technical property and materials other than equipment as defined above. Please itemize and describe all supply costs.</p>	<p>Includes the costs of all tangible office property and desktop materials other than equipment as defined in this section. Please itemize and describe all supply costs.</p>
<b>Contracts</b>	<p>Includes the costs of contracts with all sources, whether non-state government, state government or private sources, for the provision of services associated with consultant field activities (e.g., occupational health consultation, laboratory 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.</p>	<p>Include the costs of contracts with all sources, whether non-state government, state government or private sources, for the provision of administrative support services (e.g., service contracts for maintenance of office equipment, leasing of photocopiers, fiscal services, etc.).</p>
<b>Other</b>	<p>Includes the costs of equipment calibration and repair services for equipment which cannot be serviced by the OSHA Cincinnati Laboratory (list all equipment), non-travel costs of required or approved training for consultants (limited to tuition fees, registration fees, textbooks, course materials, etc.) and costs of all other miscellaneous consultative items which are not allocated above. Miscellaneous costs include but are not limited to: the proportion of rent, utilities, communications, data processing, postage, freight, etc. associated with the delivery of consultative services by On-site Consultation staff; subscriptions to safety and health journals; and training aids, instructional programs and promotional materials which are used by consultants to perform On-site Consultation activities.</p>	<p>Includes non-travel costs of required or approved training for management personnel (limited to tuition fees, registration fees, textbooks, course materials, etc.) and costs of all other miscellaneous administrative items that are not allocated above. These costs include but are not limited to: the proportion of rent, utilities, communications, data processing, postage, freight, etc. associated with the management of the On-site Consultation program by administrative staff.</p>
<b>Total Direct Charges</b>	<p>The total of all of the costs for Consultation.</p>	<p>The total of all of the costs for Administration.</p>
<b>Indirect Charges</b>	<p>N/A</p>	<p>Includes charges based on an approved indirect cost rate agreement for the grant period.</p>

## 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. Computer equipment (hardware and software), regardless of unit cost, requires the written prior approval of DCSP and must be listed in **Appendix B – Exhibit III**, On-site Consultation Equipment Procurement Listing.
- C. Unless a State has made special provisions for such, substantive programmatic work may not be transferred to another agency (sub-recipient) under this agreement.
- D. 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, relocated to 2 CFR, Part 225)
  - 2. *Cost Principles for Educational Institutions*  
(OMB Circular A-21, relocated to 2 CFR, Part 220)
- F. Financial reporting forms required of all projects and their frequencies of submission are:
  - 1. **Federal Financial Report (FFR)** is due 30 days after the end of each Federal fiscal quarter with the close-out report due 90 days after the end of the performance period. All reports will be electronically submitted using the DOL E-Grants System to report the status of all funds awarded.
    - (a) **Quarterly Reporting.** Recipients that have accounting systems which prohibit them from meeting the Office of Management and Budget (OMB) requirements on the submission of financial reports, as outlined in this section, must have written approval from the Regional Administrator to establish an alternative schedule for submission of financial reports. The approved state-specific schedule must also be submitted to the National Office for inclusion in the official file.

- (b) **Close-out Reporting.** All agreements must be closed 90 days after the end of the performance period (generally December 31) using the DOL E-Grants system for electronic transmittal.
  - (c) **Close-out Extensions.** Recipients unable to close out by December 31 are required to request a close-out extension in writing by December 1, providing an explanation of why they cannot close out in a timely manner. An interim (preliminary) Federal Financial Report (covering October - December) is due in the Regional Office on January 31, even when a close-out extension has been approved. All close-out extensions must be coordinated in advance with the Regional Office, and transmitted to the National Office for inclusion in the official file, and any extensions beyond February 28 must be approved by the National Office.
  - 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. **Cooperative Agreement Amendment (Form OSHA-113)** may be required to amend the Cooperative Agreement as a result of Congressional action.
  - 5. **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 2010.
- B. It is hereby certified by the State that matching state funds are or will be available during the tenure of this agreement.
- C. In no case shall the State be liable for more than ten percent of actual expenditures (exclusive of 100 percent Federal-funds) under this agreement.

- D. Where appropriate, restrictions to the agreement may be added by the Assistant Secretary to ensure that the recipient fully complies with specific terms and conditions of the Cooperative Agreement, DOL administrative requirements set forth at 29 CFR Parts 95 (Institutions of Higher Education) and 97 (State and Local Government), 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 time frame.
- E. Recipients shall prepare their agreement packages for the maximum amount they can match within the authorized amount. If a recipient is unable to match the authorized award, the award amount will be reduced to reflect the amount the recipient is able to match. **These reductions will carry over into subsequent years.** Additionally, cost-of-living increases will be based on executed award amounts, not proposed funding levels.

### **VIII. ADDITIONAL INSERT(S) TO THE COOPERATIVE AGREEMENT, IF APPROPRIATE**

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 or company name:

Address:

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

Contact person:

Estimated number of samples:

Estimated total cost of contract:

Participation in AIHA PAT Program: \_\_\_\_ Yes \_\_\_\_ No

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 On-site 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 on-site consultation for \_\_\_\_\_ only; a separate agreement between OSHA and the State will cover \_\_\_\_\_.

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



**Appendix A – Exhibit IIa**  
**(For use by all states except Connecticut, Kentucky, New Jersey, New York, Puerto Rico, Virgin Islands and Washington)**

**Integrated 21(d) and 23(g) Assurances and Certifications**  
**Non-Construction Programs**

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*Note: Some of these assurances may not be applicable to your programs. 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 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to

nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§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 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.
11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance, if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with

EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the 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 the National Research Act (P.L. 93-348), regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 (P.L. 98-502), Single Audit Act Amendments of 1996, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
20. In accordance with Section 516 of the 1989 Department of Labor Appropriation Act, agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program 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, 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 is given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted- -
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

## Lobbying Certification

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

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

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

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

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



enforcement inspections.

24. Assures that On-site Consultation visits already in progress have priority over OSHA compliance inspections except in the case of imminent dangers, fatality/catastrophe investigations, complaint investigations, referrals, or other investigations deemed critical by the Assistant Secretary.
25. Terminates on-site visits in response to imminent dangers, fatality/catastrophe investigations, complaint investigations, referrals, or other investigations deemed critical by the Assistant Secretary.
26. Does not conduct On-site Consultation visits while OSHA enforcement inspections are “in Progress”. On-site Consultation activity shall only take place with regard to those citation items which have become final orders.
27. Explains to the employer that requirements pertaining to “serious” hazards apply equally to other-than-serious hazards for participation in SHARP.
28. Uses consultants who are employees of the State and are qualified under State requirements for employment in the field of occupational safety and health.
29. Applies minimum requirements for consultants that include the ability to recognize hazards and assess employee exposure and risk, knowledge of OSHA standards, knowledge of hazard correction techniques and practices, knowledge of workplace safety and health program requirements, skill in effective written and oral communication, and any additional degrees or experience required by the Assistant Secretary.
30. Maintains an organized system for monitoring the performance of consultants.
31. Organizes and compiles information relating to all training conducted by Consultants, including the type of training, the identity of individuals conducting such training, how often such training is offered, and makes such information available to the Regional Administrator upon request. This should include information related to both training visits and interventions.
32. Submits narrative reports and compiles and submits data, such as Integrated Management Information System (IMIS) data, that is needed for monitoring and evaluation purposes, as required, to the Regional Administrator.
33. Agrees to pay OSHA for mainframe processing services, telecommunication and other services provided through IMIS or its successor, based on quarterly bills. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15<sup>th</sup>. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.



34. Who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications) and to pay OSHA for requested services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, software licenses, inappropriate use investigations, retrieval of information related to e-discovery requirements, and annual user fees for remote access. States must maintain an appropriate maintenance and repair contract for their OSHANet server equipment after initial warranty period expires. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15<sup>th</sup>. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.)
35. If not participating in OSHANet, agrees to consult with the Directorate of Information Technology, and obtain written approval from DCSP, prior to expending Federal or State matching funds for the purchase of any data processing/computer equipment or software. All State recipient representatives must complete, sign and submit a Hardware/Software Purchases Rules of Behavior form to the Director, Directorate of Information Technology in accordance with IT guidelines. Desktop or laptop computers and software that will be used to access OSHA systems, including the CSHO and On-site Consultation PC Applications, Whistleblower application, and new web-based and other applications as deployed, etc., must meet the minimum OSHA specifications. Current hardware and software specifications are posted on the IT Help Desk page on the OSHA Intranet/Limited Access Page.
36. Agrees that all new desktop and laptop computers must be Microsoft (MS) Vista-ready but have MS Windows XP Professional operating system installed.
37. Agrees that all desktops and laptops that connect to the OSHANet must be configured with the OSHA image. Software that is not part of the OSHA standard image must be approved by the Directorate of Information Technology prior to purchase and once received must be approved for installation.
38. If not participating in OSHANet, assures, in order to protect sensitive information, including Personally Identifiable Information, and meet OMB and Department of Labor requirements, that encryption software meeting the requirements of the NIST Federal Information Processing Standards (FIPS) 140-2 has been or will be installed by the first quarter of 2010 on all computers/devices that access OSHA systems, and its use required by all users. This must include full disk encryption of all mobile computers and file level encryption of data downloaded from OSHA information systems to portable storage devices.
39. Who participate in OSHANet are required to submit a consolidated monthly report of staff separations and hires from each State IT person or other designated staff by the 15<sup>th</sup> of each month for the previous month to OSHA [HIRETERM@DOL.GOV](mailto:HIRETERM@DOL.GOV). This will allow DIT to perform the required audit of new and deleted accounts from the system and ensure that all required account request documentation has been received. State

recipients that participate in the OSHA IMIS system are also required to provide the same monthly reports.

40. Who participate in OSHANet and the OSHA IMIS system are required to submit an account request form with the signed security training form if a new account is requested. Upon separation, an account deletion form is required to be submitted the same day of departure. The form should clearly mark all account(s) to be deleted (i.e. Citrix, OSHANet, IMIS, etc.) and faxed to the OSHA IT Help Desk at 202-693-1617.
41. Agrees that all system users (OSHANet and other OSHA applications) must adhere to Federal, Department of Labor (DOL), and OSHA computer security policies and procedures.
42. Agrees that all OSHA system users will complete the DOL Information Systems Security Awareness (ISSA) Training and any other federally mandated or DOL-required computer security training to be specified, within the time frame prescribed by the Directorate of Information Technology.
43. Agrees that all users of the OSHANet and other OSHA applications will sign annual Rules of Behavior.
44. Understands that all desktops, laptops and servers connected to the OSHANet are subject to an annual software audit to ensure compliance with Executive Order 13103, "Computer Software Piracy," the U.S. Copyright Act, Title 17 U.S.C., Department of Labor software management and acceptable use policy, and vendor software license agreements.
45. Understands that no 21(d) or matching State funds may be expended for the purchase of internal peripherals or other modifications, except replacement parts, in conjunction with the NCR equipment, without prior approval from the Directorate of Information Technology. States must maintain an appropriate maintenance and repair contract for their NCR equipment.
46. Will not expend any 21(d) or matching state funds from this agreement to fund activities or provide services to farms with ten or fewer employees where there has been no temporary labor camp in the previous twelve months. (Only State Plan states may conduct visits on these farms, provided that 100% state funds are used, and the state has an accounting system in place to assure that no 21(d) or matching funds are expended on these activities.)
47. Will not expend any 21(d) or matching State funds from this agreement to fund the purchase of equipment and/or to support programmatic efforts under the jurisdiction of and/or funded by another Federal agency.
48. Will ensure that any funding provided by another Federal agency related to safety and health training and/or equipment will not undermine 21(d) On-site Consultation activity.

49. States are encouraged to promote safety or health professional certification of their employees by a nationally recognized accrediting organization. Cooperative Agreement funds may be used to pay for the costs associated with a professional certification preparation course and the examination, including travel and per diem. No 21(d) or matching State funds may be expended for costs associated with a second or subsequent attempt to obtain certification by employees who fail on their first attempt, except for the cost of the examination itself and related travel and/or per diem for a second attempt only. Certification costs cannot exceed the percentage of time for which an employee is dedicated to the Cooperative Agreement.
50. Will not expend 21(d) or matching State funds for annual fees associated with maintaining professional certifications.
51. Agrees to pay OSHA for costs associated with the conduct of OSHA Training Institute (OTI) training courses conducted for the State at the State's request. The State will pay for travel and per diem for OTI instructors, all fees and travel expenses associated with contract trainers, shipping charges, equipment rental and training facility rental. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.
52. Agrees to comply with the monitoring requirements contained in 29 CFR 1908, the Consultation Policies and Procedures Manual, or in the Cooperative Agreement (including the Mandated Activities Report for Consultation (MARC) requirements) and understands that failure to do so may result in penalties as identified in 29 CFR 95.62 and 29 CFR 97.43.

## **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 walkaround; (8) right of an employee to review a decision not to inspect (following a complaint) and; (9) voluntary compliance programs.
2. The grantee understands that participation in OSHA's Integrated Management Information System (IMIS) and its successor is a condition of plan approval and agrees to pay OSHA for mainframe processing services, telecommunication, and other services provided through such system, based on quarterly bills. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.
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 requested services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, software licenses, inappropriate use investigations, retrieval of information related to e-discovery requirements, and annual user fees for remote access. States must maintain an appropriate maintenance and repair contract for their OSHANet server equipment after the initial warranty period expires. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15<sup>th</sup>. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.
4. State recipients who participate in OSHANet are required to submit a consolidated monthly report of staff separations and hires from each State IT person or other designated staff by the 15<sup>th</sup> of each month for the previous month to OSHA [HIRETERM@DOL.GOV](mailto:HIRETERM@DOL.GOV) . This will allow DIT to perform the required audit of new and deleted accounts from the system and ensure that all required account request documentation has been received. State recipients that participate in the OSHA IMIS system are also required to provide the same monthly reports.

5. State recipients who participate in OSHANet and the OSHA IMIS system are required to submit an account request form with the signed security training form if a new account is requested. Upon separation, an account deletion form is required to be submitted the same day of departure. The form should clearly mark all account(s) to be deleted (i.e. Citrix, OSHANet, IMIS, etc.) and faxed to the OSHA IT Help Desk at 202-693-1617.
6. All desktops, laptops and servers on the OSHANet are subject to an annual software audit to ensure compliance with Executive Order 13103, "Computer Software Piracy," the U.S. Copyright Act, Title 17 of the U.S. Code, Department of Labor software management and acceptable use policy, and vendor software license agreements.
7. All desktops and laptops that connect to the OSHANet must be configured with the OSHA image. Software that is not part of the OSHA standard image must be pre-approved by the Directorate of Information Technology prior to purchase; once approved and received, it must be approved for installation.
8. All State recipients not participating in OSHANet must consult with the Directorate of Information Technology and any other designated official prior to expending Federal or State matching funds for the purchase of any data processing/computer equipment or software that will be used to connect to OSHA systems (locally or remotely) or otherwise provide information to OSHA to assure that equipment and software meet the current requirements necessary to run or operate OSHA applications. All State recipient representatives must complete, sign and submit a Hardware/Software Purchases Rules of Behavior form to the Director, Directorate of Information Technology in accordance with IT guidelines. Desktop or laptop computers and software that will be used to access OSHA systems, including the CSHO and On-site Consultation PC Applications, Whistleblower application, and new web-based and other applications as deployed, etc., must meet the minimum OSHA specifications. Specifications are posted on the IT Help Desk page on the OSHA Intranet/Limited Access Page.
9. All new desktop and laptop computers must be Microsoft (MS) Vista-ready but have Windows XP Professional installed as the operating system.
10. All system users (OSHANet and other OSHA applications) must adhere to Federal, Department of Labor (DOL), and OSHA computer security policies, procedures, and processes.
11. All State recipients not participating in OSHANet must assure, in order to protect sensitive information, including Personally Identifiable Information, and meet OMB and Department of Labor requirements, that encryption software meeting the requirements of the NIST Federal Information Processing Standards (FIPS) 140-2 has been or will be installed by the first quarter of FY 2010 on all computers/devices that access OSHA systems, and its use required by all users. This must include full disk encryption of all mobile computers and file level encryption of data downloaded from OSHA information systems to portable storage devices.

12. OSHA system users must complete the USDOL Annual Information System Security Awareness (ISSA) Training and any other federally mandated or DOL-required computer security training to be specified, within the required time frame.
13. All users of the OSHANet and other OSHA applications must annually sign Rules of Behavior.
14. No 23(g) grant or matching State funds may be expended for the purchase of internal peripherals or other modifications, except replacement parts, in conjunction with the NCR equipment without prior approval from the Directorate of Information Technology. States must maintain an appropriate maintenance and repair contract for their NCR equipment.
15. No 23(g) grant or matching State funds may be expended for the development or operation of a substitute/alternative or supplemental IMIS system unless it provides all data required by OSHA and the OSHA IMIS and its successor, in a timely manner and in an acceptable electronic format. Any State developing an alternative or supplemental system must continue to provide data to OSHA that are identical to that required by the Federal Information System and that are submitted in the same manner and to the same extent as though continuing to participate in the Federal system. Data must be timely submitted through download into IMIS and must be provided in a format that meets OSHA's current as well as any future requirements. There may be no interruption in submission of data to OSHA during the development or modification of such alternative or supplemental systems. States will be expected to continue to meet these requirements upon deployment of the successor to IMIS.
16. No 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.
17. OSHA reserves the right to transfer title to equipment acquired under this agreement with a unit cost of \$5,000 or more.
18. The grantee agrees to pay OSHA for industrial hygiene sample analysis services provided by the Salt Lake Technical Center (SLTC) laboratory. States may submit samples on an occasional basis, but 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 actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.
19. The grantee agrees to pay OSHA for costs associated with the conduct of OSHA Training Institute (OTI) training courses conducted for the grantee at the grantee's request. The grantee will pay for travel and per diem for OTI instructors, all fees and travel expenses associated with contract trainers, shipping charges, equipment rental and training facility rental. All bills must be paid upon receipt but no later than September 15th. Any



adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.

20. No 23(g) or matching state funds may be expended for activities prohibited under OSHA's Appropriation Riders. One hundred percent 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 23(g) or matching State funds are expended on these activities. (Any State using 100 percent State funds for such prohibited activities must appropriately utilize available OSHA information system (IMIS or its successor) coding to reflect this).
21. States are encouraged to promote safety or health professional certification of their employees by a nationally recognized accrediting organization. State Plan Grant funds may be used to pay for the costs associated with a professional certification preparation course and the examination, including travel and per diem. No 23(g) or matching State funds may be expended for costs associated with a second or subsequent attempt to obtain certification by employees who fail on their first attempt, except for the cost of the examination itself and related travel and/or per diem for a second attempt only. Certification costs cannot exceed the percentage of time for which an employee is dedicated to the grant.
22. No 23(g) or matching State funds may be expended for annual fees associated with maintaining professional certifications.
23. State representatives are expected to attend all regularly scheduled joint meetings between OSHA and the Occupational Safety and Health State Plan Association (OSHSPA). 23(g) grant and/or State matching funds may be used for costs associated with such attendance. Attendance is essential to a State's commitment to its program. These meetings are the mechanism through which OSHA both seeks input and informs the States of its expectations for State Plan performance and structure.
24. All State recipients are expected to maintain a State Internal Evaluation Program as part of the State Plan monitoring system. Failure to operate an effective internal self-audit program may result in increased Federal oversight.
25. All State recipients must assure that an effective debt collection mechanism is in place and documented in the State Plan to assure the integrity of the program through collection of assessed penalties. Funds so collected may not be used for operation of the enforcement program.

*Note: The Restrictions and Conditions which relate to the procedures for payment for various services OSHA provides may be further modified prior to the time of grant submission.*

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

*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 IIb**  
**(For use by Connecticut, Kentucky, New Jersey, New York, Puerto Rico,**  
**Virgin Islands and Washington)**

**23(g) Assurances and Certifications**  
**Non-Construction Programs**

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*Note: Certain of these assurances may not be applicable to your program. 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 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and

Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§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 276a-7), 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 the National Research Act (P.L. 93-348) regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
  16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
  17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
  18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
  19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
  20. In accordance with Section 516 of the 1989 Department of Labor Appropriation Act, 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, certifies that it will provide a drug-free workplace by:
    - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in

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

## Lobbying Certification

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

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

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

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

## 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 walkaround; (8) right of an employee to review a decision not to inspect (following a complaint) and; (9) voluntary compliance programs.
2. The grantee understands that participation in OSHA's Integrated Management Information System (IMIS) and its successor is a condition of plan approval and agrees to pay OSHA for mainframe processing services, telecommunication and other services provided through such system, based on quarterly bills. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.
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 requested services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, software licenses, inappropriate use investigations, retrieval of information related to e-discovery requirements, and annual user fees for remote access. States must maintain an appropriate maintenance and repair contract for their OSHANet server equipment after the initial warranty period expires. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15<sup>th</sup>. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.)
4. State recipients who participate in OSHANet are required to submit a consolidated monthly report of staff separations and hires from each State IT person or other designated staff by the 15<sup>th</sup> of each month for the previous month to OSHA [HIRETERM@DOL.GOV](mailto:HIRETERM@DOL.GOV). This will allow DIT to perform the required audit of new and deleted accounts from the system and ensure that all required account request documentation has been received. State recipients that participate in the OSHA IMIS system are also required to provide the same monthly reports.
5. State recipients who participate in OSHANet and the OSHA IMIS system are required to submit an account request form with the signed security training form if a new account is requested. Upon separation, an account deletion form is required to be submitted the



same day of departure. The form should clearly mark all account(s) to be deleted (i.e. Citrix, OSHANet, IMIS, etc.) and faxed to the OSHA IT Help Desk at 202-693-1617).

6. All desktops, laptops and servers on the OSHANet are subject to an annual software audit to ensure compliance with Executive Order 13103, "Computer Software Piracy," the U.S. Copyright Act, Title 17 of the U.S. Code, Department of Labor software management and acceptable use policy, and vendor software license agreements.
7. All desktops and laptops that connect to the OSHANet must be configured with the OSHA image. Software that is not part of the OSHA standard image must be pre-approved by the Directorate of Information Technology prior to purchase; once approved and received, it must be approved for installation.
8. All State recipients not participating in OSHANet must consult with the Directorate of Information Technology and any other designated official prior to expending Federal or State matching funds for the purchase of any data processing/computer equipment or software that will be used to connect to OSHA systems (locally or remotely) or otherwise provide information to OSHA to assure that all equipment and software meet the current requirements necessary to run or operate OSHA applications. All States recipient representatives must complete, sign, and submit a Hardware/Software Purchases Rule of Behavior form to the Director, Directorate of Information Technology in accordance with IT guidelines. Desktop or laptop computers and software that will be used to access OSHA systems, including the CSHO and On-site Consultation PC Applications, Whistleblower application, and new web-based and other applications as deployed, etc., must meet the minimum OSHA specifications. Specifications are posted on the IT Help Desk page on the OSHA Intranet/Limited Access Page.
9. All new desktop and laptop computers must be Microsoft (MS) Vista-ready but have Windows XP Professional installed as the operating system.
10. All system users (OSHANet and other OSHA applications) must adhere to Federal, Department of Labor, and OSHA computer security policies, procedures and processes.
11. All State recipients not participating in OSHANet must assure, in order to protect sensitive information, including Personally Identifiable Information, and meet OMB and Department of Labor requirements, that encryption software meeting the requirements of the NIST Federal Information Processing Standards (FIPS) 140-2 has been or will be installed by the first quarter of FY 2010 on all computers/devices that access OSHA systems, and its use required by all users. This must include full disk encryption of all mobile computers and file level encryption of data downloaded from OSHA information systems to portable storage devices.
12. All OSHA system users must complete the Department of Labor Annual Information System Security Awareness (ISSA) Training and any other federally mandated or DOL-required security training to be specified within the required time frame.

13. All users of the OSHANet and other OSHA applications must annually sign Rules of Behavior.
14. No 23(g) grant or matching State funds may be expended for the purchase of internal peripherals or other modifications, except replacement parts, in conjunction with the NCR equipment without prior approval from the Directorate of Information Technology. States must maintain an appropriate maintenance and repair contract for their NCR equipment.
15. No 23(g) grant or matching State funds may be expended for the development or operation of a substitute/alternative or supplemental IMIS system unless it provides all data required by OSHA and the OSHA IMIS and its successor, in a timely manner and in an acceptable electronic format. Any State developing an alternative or supplemental system must continue to provide data to OSHA that are identical to that required by the Federal Information System and that are submitted in the same manner and to the same extent as though continuing to participate in the Federal system. Data must be timely submitted through download into IMIS and must be provided in a format that meets OSHA's current as well as any future requirements. There may be no interruption in submission of data to OSHA during the development or modification of such alternative or supplemental systems. States will be expected to continue to meet these requirements upon deployment of the successor to IMIS.
16. No 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.
17. OSHA reserves the right to transfer title to equipment acquired under this agreement with a unit cost of \$5,000 or more.
18. The grantee agrees to pay OSHA for industrial hygiene sample analysis services provided by the Salt Lake Technical Center (SLTC) laboratory. States may submit samples on an occasional basis, but 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 actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.
19. The grantee agrees to pay OSHA for costs associated with the conduct of OSHA Training Institute (OTI) training courses conducted for the grantee at the grantee's request. The grantee will pay for travel and per diem for OTI instructors, all fees and travel expenses associated with contract trainers, shipping charges, equipment rental and training facility rental. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actual charges and estimates will be made in the first quarter of the following fiscal year, as necessary.
20. No 23(g) or matching state funds may be expended for activities prohibited under OSHA's Appropriation Riders. One hundred percent 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 23(g) or matching State funds are expended on these activities. (Any State using 100 percent State funds for such prohibited activities must appropriately utilize available OSHA Information System (IMIS or its successor) coding to reflect this.)

21. States are encouraged to promote safety or health professional certification of their employees by a nationally recognized accrediting organization. State Plan Grant funds may be used to pay for the costs associated with a professional certification preparation course and the examination, including travel and per diem. No 23(g) or matching State funds may be expended for costs associated with a second or subsequent attempt to obtain certification by employees who fail on their first attempt, except for the cost of the examination itself and related travel and/or per diem for a second attempt only. Certification costs cannot exceed the percentage of time for which an employee is dedicated to the grant.
22. No 23(g) or matching State funds may be expended for annual fees associated with maintaining professional certifications.
23. State representatives are expected to attend all regularly scheduled joint meetings between OSHA and the Occupational Safety and Health State Plan Association (OSHSPA). 23(g) grant and/or State matching funds may be used for costs associated with such attendance. Attendance is essential to a State's commitment to its program. These meetings are the mechanism through which OSHA both seeks input and informs the States of its expectations for State Plan performance and structure.
24. All State recipients are expected to maintain a State Internal Evaluation Program as part of the State Plan monitoring system. Failure to operate an effective internal self-audit program may result in increased Federal oversight.
25. All State recipients must assure that an effective debt collection mechanism is in place and documented in the State Plan to assure the integrity of the program through collection of assessed penalties. Funds so collected may not be used for operation of the enforcement program
26. States that provide private sector consultation services under the 23(g) grant must plan to attend the Annual On-Site Consultation Training Conference and otherwise meet equivalent effectiveness requirements.

*Note: The Restrictions and Conditions which relate to the procedures for payment for various services OSHA provides may be further modified prior to the time of grant submission.*

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

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

## Appendix A – Exhibit IIIa

<p><b>U.S. DEPARTMENT OF LABOR</b> Occupational Safety and Health Administration</p> <p><b>COOPERATIVE AGREEMENT</b></p> <p><b>OSHA 21(d) ON-SITE CONSULTATION PROGRAM</b></p>	<p style="text-align: right;">(1) <span style="float: right;">Page 1 of 1</span></p> <p><b>Region:</b> _____</p> <p><b>State:</b> _____</p> <p><b>Grantee:</b> _____</p> <p><b>Grant Number:</b> _____</p> <p><b>Starting Date:</b> October 1, 2009  <b>Ending Date:</b> September 30, 2010</p>												
<p>(2) Recipient</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____ Recipient Liaison Representative</p> <p>_____ Area Code and Telephone Number</p>	<p>(3) U.S. Department of Labor</p> <p>_____ OSHA Liaison Representative</p> <p>_____ Area Code and Telephone Number</p>												
<p>(4) Authorized under P.L. 105-197, under Section 21(d)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;">Percent Total Funds (Nearest 0.1%)</td> </tr> <tr> <td><b>1. Federal Base Award Amount:</b></td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td><b>2. 100% Federal Funds for Travel and Training:</b> (Please include in line 1)</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td><b>3. Total Recipient Share:</b></td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td><b>4. Recipient 100% Funding:</b> (Please include in line 3)</td> <td style="text-align: right;">_____ %</td> </tr> <tr> <td><b>5. Total State and Federal Funds Allocated to This Agreement</b> (Line 1 plus Line 3)</td> <td style="text-align: right;">_____ %</td> </tr> </table> <div style="background-color: #f0f0f0; padding: 5px; margin-top: 10px;"> <p>Terms and Conditions of the Cooperative Agreement              This <b>COOPERATIVE AGREEMENT</b> consists of the entire application, including all attachments, exhibits, enclosures, etc.</p> </div>			Percent Total Funds (Nearest 0.1%)	<b>1. Federal Base Award Amount:</b>	_____ %	<b>2. 100% Federal Funds for Travel and Training:</b> (Please include in line 1)	_____ %	<b>3. Total Recipient Share:</b>	_____ %	<b>4. Recipient 100% Funding:</b> (Please include in line 3)	_____ %	<b>5. Total State and Federal Funds Allocated to This Agreement</b> (Line 1 plus Line 3)	_____ %
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<b>3. Total Recipient Share:</b>	_____ %												
<b>4. Recipient 100% Funding:</b> (Please include in line 3)	_____ %												
<b>5. Total State and Federal Funds Allocated to This Agreement</b> (Line 1 plus Line 3)	_____ %												
<p>(5) Recipient Approval</p> <p>Signature _____ Date _____</p> <p>_____ Type Name and Title</p>	<p>(6) Federal Approval</p> <p>Signature _____ Date _____</p> <p><b>Kimberly A. Locey, Director</b> <b>Administrative Programs</b></p>												

### Appendix A – Exhibit IIIb

<p>U.S. DEPARTMENT OF LABOR Occupational Safety and Health Administration</p> <p><b>GRANT AGREEMENT</b></p> <p>OSHA 23(g) OPERATIONAL PROGRAM</p>	<p style="text-align: right;">Page 1 of 1</p> <p>(1) Region: _____</p> <p>State: _____</p> <p>Grantee: _____</p> <p>Grant Number: _____</p> <p>Starting Date: <u>October 1, 2009</u></p> <p>Ending Date: <u>September 30, 2010</u></p>												
<p>(2) Recipient Name: _____ Address: _____</p> <p>_____ Recipient Liaison Representative</p> <p>_____ Area Code and Telephone Number</p>	<p>(3) U.S. Department of Labor</p> <p>_____ OSHA Liaison Representative</p> <p>_____ Area Code and Telephone Number</p>												
<p>(4) 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;">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: _____ (line 1 plus line 3)</td> <td></td> </tr> </tbody> </table> <div style="background-color: #e0e0e0; padding: 5px; margin-top: 10px;"> <p><i>Terms and Conditions of the Grant:</i>                  This GRANT AGREEMENT consists of the entire grant application, including all attachments, exhibits, enclosures, etc.</p> </div>			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>Type Name and Title</p>	<p>(6) Federal Approval</p> <p>Kimberly A. Locey, Director Administrative Programs</p> <p>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 Grants.gov, accessible at:

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

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

## **Appendix A – Exhibit V 23(g) Financial Guidelines**

### **Administrative Requirements**

The administrative requirements for the State Plan 23(g) 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 Code of Federal Regulations website is: <http://ecfr.gpoaccess.gov>.

### **Cost Principles**

The cost principles applicable to 23(g) grants are in OMB Circular A-87, *Cost Principles for State and Local Governments*, relocated to 2 CFR, Part 225: [http://www.whitehouse.gov/omb/fedreg/2005/083105\\_a87.pdf](http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf)

### **Financial Reports**

The following financial reports are required.

The Federal Financial Report, is due 30 days after the end of each Federal fiscal quarter, with the closeout report due 90 days after the end of the performance period. All reports will be electronically submitted using the DOL E-Grants System to report the status of all funds awarded.

*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) using the DOL E-Grants system for electronic transmittal.

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

### APPENDIX B – Exhibit Ia Projected Program Activities – 21(d) On-site Consultation Year One

Area of Emphasis	Total Visits <sup>1</sup>		Combined Totals By Goal	Recognition <sup>2</sup>		Exemption <sup>3</sup>		Recognition and Exemption <sup>4</sup> (Equivalent to SHARP)		Pre-Recognition and Exemption Programs	Other Non-Visit Related Activities <sup>5</sup>
	Safety	Health		New	Renewal	New	Renewal	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											

<sup>1</sup>Enter the total number of visits to include initial, training and assistance, and follow-up.

<sup>2</sup>Enter the number of projected new and renewal Recognition only sites separately in this column.

<sup>3</sup>Enter the number of projected new and renewal Exemption only sites separately in this column.

<sup>4</sup>Enter the number of projected new and renewal Exemption and Recognition only sites separately in this column.  
 (Equivalent to SHARP)

<sup>5</sup>Activities 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 Ib**  
**Projected Program Activities – 21(d) On-site Consultation**  
**Year Two**

Area of Emphasis	Total Visits <sup>1</sup>		Combined Totals By Goal	Recognition <sup>2</sup>		Exemption <sup>3</sup>		Recognition and Exemption <sup>4</sup> (Equivalent to SHARP)		Pre-Recognition and Exemption Programs	Other Non-Visit Related Activities <sup>5</sup>
	Safety	Health		New	Renewal	New	Renewal	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											

-----  
<sup>1</sup>Enter the total number of visits to include initial, training and assistance, and follow-up.

<sup>2</sup>Enter the number of projected new and renewal Recognition only sites separately in this column.

<sup>3</sup>Enter the number of projected new and renewal Exemption only sites separately in this column.

<sup>4</sup>Enter the number of projected new and renewal Exemption and Recognition only sites separately in this column. (Equivalent to SHARP)

<sup>5</sup>Activities 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 Ic

### Projected Program Activities – 23(g) Compliance and Consultation

	Actual FY 2008		Estimated FY 2009		Projected FY 2010	
	Safety	Health	Safety	Health	Safety	Health
Private Sector Inspections – Non-Construction						
Private Sector Inspections – Construction						
Public Sector Inspections – Total						
<b>Total Inspections</b>						
Public Sector Consultation Visits						
Private Sector Consultation Visits – 23(g) Only (State has no 21(d) program)						
<b>Total Consultation Visits</b>						

23(g) Compliance Assistance	Actual FY 2008		Estimated FY 2009		Total Projected FY 2010	
	New	Total	New	Total	New	Total
VPP Participants- General Industry						
VPP Participants- Construction						
VPP Participants- Public Sector						
Participants in Cooperative Programs with Enforcement Incentives (e.g. Strategic Partnerships)						
Participants in Cooperative Programs without Enforcement Incentives (e.g. Alliances)						-
SHARP Participants– 23(g) Only (State has no 21(d) program)						
Outreach Participants						

- *New participants are those that become active during the fiscal year. The total number of participants is the number that is active at the end of the fiscal year, and includes all new sites from that year.*
- *Cooperative Programs with Enforcement Incentives: Programs similar to OSHA’s Strategic Partnership Program that provide enforcement incentives to approved participants, such as inspection exemption or deferral, or reduced penalties.*
- *Cooperative Program without Enforcement Incentives: Programs similar to OSHA’s Alliance Program that involve joint cooperative efforts by employers, employees, other groups and the State but do not provide enforcement incentives.*
- *Outreach Participants: Projected total number of trainees/participants in formal training, workshops, seminars, speeches, conferences, informal worksite training, etc., during the year.*

**APPENDIX B – Exhibit II  
EQUIPMENT INVENTORY – 21(d) On-site Consultation**

A complete and current equipment inventory is required of each On-site Consultation Project. For this inventory, all capital equipment, general equipment and special purpose equipment (as defined by OMB Circular A-87, Attachment B) must be included. The inventory should also include all sampling equipment (pumps, dosimeters, sound level meters, octave band analyzers, etc.), computers (hardware and software), vehicles, etc. Do not include furniture or office supplies in the inventory. The inventory should include information regarding the description, manufacturer, model number, serial number (if applicable), location, condition, acquisition date and acquisition cost of each item of equipment.

The table below provides a sample format for the equipment inventory. *Projects can submit their inventories in a different format as long as the information requested is provided.*

<b>EQUIPMENT/ ITEM DESCRIPTION</b>	<b>MANUFACTURER/ MODEL NUMBER</b>	<b>SERIAL NUMBER (if available)</b>	<b>ACQUISITION DATE (MM/DD/YYYY)</b>	<b>ACQUISITION COST (if available)</b>	<b>CONDITION</b>

**APPENDIX B – Exhibit III**

**EQUIPMENT PROCUREMENT LISTING – 21(d) On-site Consultation**

FY \_\_\_\_\_

Federal Catalog # 17.504

State:

Date:

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

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

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

**APPENDIX B – Exhibit IV  
 ANNUAL TRAINING PLAN – 21(d) On-site Consultation**

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

**FY:** \_\_\_\_\_

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

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

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

**Refer to the Consultation Policy and Procedure Manual-Appendix K for an explanation of what is addressed in the training.**

**NOTES:**

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

**APPENDIX B – Exhibit V**  
**Accompanied Visit Plan FY \_\_\_\_\_ – 21(d) On-site Consultation**

The plan for accompanied visits should state the policies which will govern this 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**  
**Personnel Funding Breakout Chart – 23(g) and 21(d)**

**23(g) Grant**

Position	Allocated FTE Funded 50/50 <sup>1</sup>	Allocated FTE 100% State Funded <sup>1</sup>	Total	50/50 Funded On Board As of 8/14/2009	100% State Funded On Board As of 8/14/2009
Managers/Supervisors <sup>2</sup>					
Safety Compliance Officers <sup>3</sup>					
Health Compliance Officers <sup>3</sup>					
Private Sector Safety Consultants (no State 21(d) program)					
Private Sector Health Consultants (no State 21(d) program)					
Public Sector Safety Consultants					
Public Sector Health Consultants					
Compliance Assistance Specialists					
Trainers					
Clerical/Admin/Data System					
Other (all positions not elsewhere counted)					
<b>Total Allocated 23(g) FTE</b>					

<sup>1</sup> Expressed in allocated FTEs based on percentage of time allocated to grant/agreement.

<sup>2</sup> Include all management and supervisory staff, including first-line supervisors.

<sup>3</sup> Include all allocated positions/FTEs, or portion thereof, devoted to field enforcement activities (on-site, case documentation, informal conference, and other CSHO related activities).

### 21(d) Cooperative Agreement

<b>Position</b>	<b>Allocated FTE Funded 90/10</b>	<b>Allocated FTE 100% State Funded</b>	<b>Total</b>	<b>90/10 On Board as of 8/45/29</b>	<b>100% State Funded On Board as of 8/14/2009</b>
Managers/Supervisors					
Safety Consultants					
Health Consultants					
Marketing					
Trainers					
Clerical/Admin/Data System					
Other					
<b>Total Allocated 21(d) FTE</b>					

## Appendix B – Exhibit VII

### SUPPORTING DETAILS OF ANTICIPATED COSTS – 21(d) (format)

#### PART A: CONSULTATION

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

<sup>1</sup> S—TS—S/S—H—TH—H/S—SEC

<sup>2</sup> Encumbered/Vacant

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

## APPENDIX B – Exhibit VIII

### SUPPORTING DETAILS OF ANTICIPATED COSTS – 21(d) (format)

#### PART B: ADMINISTRATION

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

<u>Position</u>	<u>Type</u> <sup>1</sup>	<u>Status</u> <sup>2</sup>	<u>Cond.</u> <sup>3</sup>	<u>Location</u>	<u>% Time 21(d)</u>	<u>Salary</u>
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**B. FRINGE BENEFITS:** (List Cost Formula[s]) **Total** \_\_\_\_\_

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

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

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

2. Within State (90% Federal) Subtotal: \_\_\_\_\_

Training	
Promotion	
Accompanied visits	
Other (specify)	

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

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

**F. CONTRACTS:** (all sources) **Total** \_\_\_\_\_

1. Computer Costs Subtotal \_\_\_\_\_

2. Lease of office equipment Subtotal \_\_\_\_\_

3. Service of office equipment Subtotal \_\_\_\_\_

4. Other (specify) Subtotal \_\_\_\_\_

**G. OTHER:** (items not covered elsewhere) **Total** \_\_\_\_\_

1. 100% non-travel costs of training Subtotal \_\_\_\_\_

2. Other (itemize and describe) Subtotal \_\_\_\_\_

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

**I. INDIRECT CHARGES:** **Total** \_\_\_\_\_

**J. TOTAL ADMINISTRATION: (H. plus I.)** **Total** \_\_\_\_\_

<sup>1</sup> MGT – SEC

<sup>2</sup> Encumbered/Vacant

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

## Appendix B – Exhibit IX 23(g) Supportive Cost Breakout Worksheet (Sample Format)

**A. PERSONNEL**

Title	Program Type*	Name	Annual Salary	% of participation	Administration	Program	Federal Share	State Match	State 100% Funded	Total Cost

\*Indicate whether position(s) is Enforcement (safety/health), 23(g) Consultation, Compliance Assistance, Outreach /Training/Cooperative Programs, Standards, Mgm't. Information Systems, Laboratories, Review Process, Non-discrimination.

**B. FRINGE BENEFITS (Provide Cost Formula[s])**

Item	Administration	Program	Federal Share	State Match	State 100 % Funded	Total Cost
Subtotal						

**C. TRAVEL**

Item	Administration	Program	Federal Share	State Match	State 100% Funded	Total Cost
<b>Out-of-State</b>						
Subtotal						
<b>In-State</b>						
Subtotal						

**D. EQUIPMENT (Itemize and Describe. Provide detail on equipment costing \$5,000+ with a useful life of 1+ years and all computer related equipment purchases.)**

Item	Administration	Program	Federal Share	State Match	State 100% Funded	Total Cost
Subtotal						

**23(g) Supportive Cost Breakout Worksheet (Sample Format) - continued**

**E. SUPPLIES**

Item	Administration	Program	Federal Share	State Match	State 100 % Funded	Total Cost
Subtotal						

**F. CONTRACTUAL** (Itemize and Describe. Provide detail on purpose of each contract, contractor name, as well as cost.)

Item	Name of contractor	Administration	Program	Federal Share	State Match	State 100% Funded	Total Cost
Subtotal							

**G. OTHER** (Itemize and Describe)

Item	Administration	Program	Federal Share	State Match	State 100 % Funded	Total Cost
Subtotal						

**H. TOTAL DIRECT CHARGES**

	Total Cost	Administration	Program	Federal Share	State Match	State 100 % Funded
Sum of A through G						

**I. TOTAL INDIRECT CHARGES** (Include in Admin. Provide information on Indirect Cost Rate used.)

	Administration	Federal Share	State Match	State 100 % Funded	Total Cost
Total					

**J. TOTAL CHARGES**

	Administration	Program	Federal Share	State Match	State 100 % Funded	Total Cost
Sum of H and I						

## Appendix B – Exhibit X Template for Performance Plan

**Performance Goals:** For each performance goal, provide the following information in the format listed below. Performance goals should relate to the specific strategic goal. A strategic goal may have more than one performance goal.

<b>Strategic Goal #</b>	
<b>Performance Goal #</b> (For States completing a Two-Year Performance Plan, performance goals should be apportioned between Year One and Year Two).	
<b>Year One</b>	
<b>Year Two</b> (for use with Two-Year Plans only)	
<b>Strategy</b>	
<b>Performance Indicator(s)</b> (including activity, intermediate outcome, and primary outcome measures)	
<b>Data Source(s)</b>	
<b>Baseline</b>	
<b>Comment</b>	



## Appendix B – Exhibit XI

### Memorandum of Agreement for FY 2010

#### Under Section 18 of the Occupational Safety and Health Act of 1970

between the [name of State Plan agency]

and

the Occupational Safety and Health Administration (OSHA),  
United States Department of Labor

#### for Laboratory Services by the Salt Lake Technical Center (SLTC)

Establishing conditions during FY 2010 under which the [State agency], which operates a State Plan approved by the Occupational Safety and Health Administration (OSHA) under Section 18 of the Occupational Safety and Health Act of 1970 will pay the Occupational Safety and Health Administration – Salt Lake Technical Center for laboratory services related to analysis of industrial hygiene samples collected during State occupational safety and health compliance activities.

#### I. Terms of Agreement

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

On-site Consultation program activities in the private sector, whether pursuant to a Section 21(d) On-site Consultation Agreement or under the State Plan, may **not** be submitted to the SLTC for analysis. Samples collected during either compliance or consultation program activity in the public sector will be accepted for analysis by the SLTC.

## II. Cost and Payment

- A. The SLTC laboratory will provide these laboratory services at a cost of **\$175** per sample analyzed. This will include all related activity including expert technical advice and consultation and testimony, as mutually agreed appropriate. There will be a special charge rate for four exceptional sample types:

-CO Methoxyhemoglobin Calculation	\$1,150
-Explosibility	\$ 710
-GC/MS* Identification	\$ 465 (* Gas Chromatograph/Mass Spectrometer)
-Materials Failure	\$2,820

Quarterly accountings of numbers of samples analyzed for the State will be provided together with a bill requesting payment. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15, 2010. Any adjustments between actual and estimates will be made in the first quarter of the following fiscal year.

- B. The **[State Plan agency]** anticipates a sample workload of approximately **[# samples]** per year and will pay the U.S. Department of Labor, Occupational Safety and Health Administration, for all services provided upon receipt of billings, but no later than September 15, 2010. The **[State Plan agency]** will include sufficient funds for these expenses in its annual State Plan grant application and will pay OSHA with Federal and State grant funds allocated to the program. The **[State Plan agency]** understands that the additional Federal staff and resources necessary to provide this service are being made available by OSHA based on the expectation of State Plan payment for at least the estimated number of samples.

## III. Contacts

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

The OSHA contact for SLTC is:

Dean Lillquist, Director  
Salt Lake Technical Center  
USDOL-OSHA  
8660 South Sandy Parkway  
Sandy, UT 84070-6424  
Phone: (801) 233-4902

The OSHA contact for bill processing is:

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

**IV. Other Services**

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

**V. Period of Agreement**

This agreement is entered into for the period **October 1, 2009 through September 30, 2010**, and may/will be renewed annually thereafter, on a fiscal year basis.

\_\_\_\_\_  
Kimberly A. Locey, Director  
Administrative Programs  
Occupational Safety and Health Administration  
U.S. Department of Labor

Signed \_\_\_\_\_, 2009

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

Signed \_\_\_\_\_, 2009

## Appendix C – Exhibit I

### OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION STATE PLAN STATES – 23(g) OPERATIONAL GRANTS and 21(d) ON-SITE CONSULTATION FY 2009 FINAL BASE AWARD LEVELS

STATE	23(g) FY 2009 State Plan Final Base Award Level (4/09)	21(d) FY 2009 On-site Consultation Final Base Award Level (5/09)
Alaska	\$1,393,500	\$638,000
Arizona	\$1,813,000	\$742,000
California	\$23,013,900	\$5,252,000
Connecticut (PEO)	\$614,000	-----
Hawaii	\$1,686,400	\$466,000
Illinois (PEO)	\$1,500,000	-----
Indiana	\$2,188,000	\$795,000
Iowa	\$1,608,900	\$622,000
Kentucky	\$3,308,600	-----
Maryland	\$3,916,600	\$891,000
Michigan	\$9,893,100	\$1,635,000
Minnesota	\$3,900,300	\$966,000
Nevada	\$1,132,400	\$597,000
New Jersey (PEO)	\$1,895,800	-----
New Mexico	\$828,000	\$500,000
New York (PEO)	\$3,163,000	-----
North Carolina	\$5,180,700	\$1,335,000
Oregon	\$5,105,700	\$375,000
Puerto Rico	\$2,438,800	-----
South Carolina	\$1,734,200	\$777,000
Tennessee	\$3,278,900	\$904,000
Utah	\$1,300,200	\$483,000
Vermont	\$725,800	\$398,000
Virgin Islands (PEO)	\$201,000	-----
Virginia	\$3,319,800	\$1,033,000
Washington	\$6,901,600	-----
Wyoming	\$520,000	\$430,000
Unmatched Funds*	\$30,800	

\*Unmatched funds from South Carolina (\$30,800) in FY 2009 will be permanently redistributed during the FY 2010 final grant award process.