



OSHA NOTICE

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

DIRECTIVE NUMBER: 03-04 (TED 3)

EFFECTIVE DATE: July 14, 2003

SUBJECT: Federal Consultation Cooperative Agreement Application for FY 2004

ABSTRACT

- Purpose:** This Notice contains instructions and forms to assist Consultation Project Managers and Regional Office staff in preparing the Consultation Cooperative Agreement Application.
- Scope:** This Notice applies to all federal states operating Cooperative Agreements under Section 21 (d) of the OSH Act.
- References:** OSHA Instruction TED 3.6, Consultation Policies and Procedures Manual and 29 CFR 1908.
- Expiration Date:** This Notice expires on December 31, 2003
- State Impact:** States operating Cooperative Agreements under Section 21 (d) of the OSH Act are required to follow the instructions outlined in this Notice.
- Action Offices:** National, Regional and State Offices.
- Originating Office:** Directorate of Cooperative and State Programs
- Contact:** Office of Small Business Assistance
Frances Perkins Building, Room N3700
200 Constitution Ave., NW
Washington, DC 20210
202-693-2213

By and Under the Authority of

John L. Henshaw
Assistant Secretary

Executive Summary:

This Notice contains instructions and forms to assist Consultation Project Managers in federal states and Regional staff in preparing the Consultation Cooperative Agreement Application.

Significant Changes:

Outlined within this Notice are significant changes, including:

- A. The Office of Small Business Assistance (OSBA) will continue to monitor and collect data regarding the number of SHARP sites and inspection deferral participants in each state.
- B. Recognition and exemption program (SHARP) and Inspection Deferral data collected and monitored by the OSBA will be tracked as part of the OSHA Strategic Management Plan for 2003-2008. As a result of significant increases in funding, an increase in new SHARP and Inspection Deferral participation is anticipated. Consultation Project managers are to discuss and/negotiate with the Regional Administrator's representative planned SHARP and inspection deferral participation rates. Additionally, proposed SHARP and Inspection Deferral data must be included in the Consultation Annual Project Plan (CAPP), *See* Appendix E.
- C. Areas of emphasis for FY 2004 are communicated in the OSHA Strategic Management Plan for 2003-2008 and outlined in more detail in §VII. C of this Notice.
- D. Each Project is required to provide a narrative discussion and outline a strategy regarding what activities they will undertake during the FY 2004, to market the Consultation Program. Areas of discussion are outlined in more detail in § VII. D of this Notice.

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Federal Consultation Cooperative Agreement Application for FY 2004

- I. Purpose. This Notice contains instructions and forms to assist Consultation Project Managers and Regional staff in preparing the Consultation Cooperative Agreement Application. See Appendix B for a checklist of the required components of the Agreement application package.
- II. Scope. This Notice applies to all federal states operating Cooperative Agreements under Section 21(d) of the OSH Act.
- III. References. OSHA Instruction TED 3.6, Consultation Policies and Procedures Manual and 29 CFR 1908.
- IV. Expiration Date. This Notice expires on December 31, 2003.
- V. Action Information
 - A. Responsible Office. Directorate of Cooperative and State Programs (DCSP), Office of Small Business Assistance (OSBA).
 - B. Action Offices.
 1. National Office.
 - a. The OSBA staff must review all components and discuss any deficiencies of the Cooperative Agreement application as outlined in this Notice with the Regional Consultation Officer.
 - b. The Directorate of Administrative Programs' Division of Grants Management is responsible for reviewing financial documents and allocating the appropriate awards in the payment Management System.
 2. Regional Offices. Regional Consultation Officers are required to provide technical assistance and to negotiate the proposed activity levels with the Consultation Project Manager. Each Regional Consultation Officer should develop a timetable to discuss the Consultation Annual Project Plan (CAPP) with the Program Analyst assigned to review the CAPP within the National Office.
 3. States. Federal States operating Cooperative Agreements under Section 21(d) of the OSH Act are required to follow the instructions outlined in this Notice.

VI. State Impact. States operating Cooperative Agreements under Section 21 (d) of the OSH Act are required to follow the instructions outlined in this Notice.

VII. Significant Changes.

- A. The Office of Small Business Assistance (OSBA) will continue to monitor and collect data regarding the number of SHARP sites and inspection deferral participants in each state.
- B. Recognition and Exemption program (SHARP) and Inspection Deferral data collected and monitored by the OSBA will be tracked as part of the OSHA Strategic Management Plan for 2003-2008. As a result of significant increases in funding, an increase in SHARP and inspection deferral participation is anticipated. Consultation Project Managers are to discuss and/negotiate with the Regional Administrator's representative planned SHARP and Inspection Deferral participation rates. Additionally, proposed SHARP/Inspection Deferral data must be included in the Consultation Annual Project Plan (CAPP), *See* Appendix E.
- C. Areas of emphasis for FY 2004 are communicated in the OSHA Strategic Management Plan for 2003-2008. Areas of emphasis are as follows:

Total Reduction in Fatalities	Total Reduction of Injury and Illness
1. Construction Reduction	1. Construction
2. General Industry Reduction	2. General Industry
	3. High incident/ high severity industries
	4. Amputation in Manufacturing and Construction
	5. Ergonomics
	6. Blood Lead Levels
	7. Silica-Related Disease

- D. Each Project is required to provide a narrative discussion on what activities they will undertake during the FY 2004, to market the Consultation Program. At a minimum the following areas should be discussed:
 - Conference participation;
 - Speaking engagements;
 - Mailings;
 - Public service announcements;
 - Publications/ pamphlets for dissemination and;
 - Press releases.

- VIII. Deadlines For Submission and Approval. Office of Management and Budget (OMB) Circulars A-102 and A-110 require that Cooperative Agreement awards be made at least 10 days prior to the beginning of the Cooperative Agreement period. The National Office anticipates sending final Cooperative Agreement approval letters by September 18, 2003. Regional Administrators may establish earlier deadline for CAPP submission.
- IX. Funding Levels. All amounts entered in the Cooperative Agreement (Form OSHA 110), the Application for Federal Assistance (SF 424), and the related worksheet must be based on the FY 2003 base award levels.
- X. Consultation Project Manager's Responsibilities. The Consultation Project Manager is responsible for completing the Consultation Agreement Application package and submitting two copies to the Regional Administrator and two original signature copies to the National Office on or before August 15, 2003. The copies to the National Office with original signatures, should be forwarded to the attention of:

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

The application package consists of the following:

- A. Consultation Annual Project Plan (CAPP). The CAPP describes in detail how a Consultation Project's activities will support the OSHA Strategic Management Plan (S.M.P) during the upcoming year.
1. The CAPP must address each area of emphasis in the S.M.P that the Project Manager in consultation with the Regional representative(s) decide to undertake outlining both strategies and expected results.
 2. The CAPP must include an organizational chart; staffing chart; a description of any changes in the Consultation Project's status; a detailed operational description identifying the year's strategies, activities and their intended outcome; a projected program activities chart; a description of its strategy and targets for promoting SHARP and Inspection Deferral; and a detailed description of any changes to its Internal Quality Assurance program. See Appendix B for a checklist of required components.
 3. The Consultation Project Manager should send a draft CAPP to the Region to facilitate a preliminary discussion, which should take place in the third quarter of this year. Further discussion or negotiation regarding the content of the CAPP must take place in time to meet the deadline for submission of the application package.

- B. Financial Documents. The Cooperative Agreement (Form OSHA-110) and the Application for Federal Assistance (SF-424 and SF-424A) must be prepared using the FY 2003 base award levels. Any increase for FY 2004 funding for Consultation will be awarded through the amendment process.

The Application for Federal Assistance is available at:

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

The Cooperative Agreement form is available at:

<http://omds.osha.gov/fso/LAP/fso/consultation/index.html>

Each Project Manager must submit two copies of the Cooperative Agreement Application package with original signatures on both copies of: 1) the Cooperative Agreement, 2) Assurances and Certifications; Lobbying Certification and OSHA Restrictions and Conditions, and 3) the Application for Federal Financial Assistance. Accuracy of the financial documents is critical to the timely award of the Cooperative Agreement. Applications containing significant deficiencies will not be approved. Any application, which is not in substantial accord with the instructions, will be returned to the recipient for corrections.

1. Administrative Cap. OSHA will continue the current 25 percent ceiling limitation on administrative costs. This limitation requires that no more than 25 percent of the total funding amount may be budgeted for administrative costs.
2. Salary Target. Each project must devote a minimum of 50 percent of the total funding amount to consultant salaries and fringe benefits. Project Managers unable to meet this target must provide a written explanation of why they cannot meet this goal.
3. Computer Purchases. All computers purchased using 21(d) funding must conform to certain specifications. Due to rapidly changing industry standards, it is difficult to provide up-to-date specifications. Nevertheless, Consultation Project Managers may contact an OSBA Program Analyst sixty or more days in advance of the purchase of new computer equipment for the latest specifications.
4. Minimum Staffing. At least four professional FTEs—two full-time safety specialists and two full-time industrial hygienists or their equivalents—must be included in each Project's personnel plan. All of the Project's consultants must be employed at least 50% of their time in the Consultation Program and must spend at least 50% of their time engaged in consultation activity. Projects needing to deviate from this minimum must seek approval from the National Office.
5. OSHA Restrictions and Conditions. The State official with signature authority must sign the certifications, assurances, lobbying restrictions, and OSHA restrictions and conditions.

- XI. Regional Administrator's Responsibilities. The Regional Administrator (RA) is responsible for conducting joint reviews of Consultation Annual Project Plans with the National Office. After review is complete, the RA must transmit a memorandum containing an assessment of the Cooperative Agreement application to Paula O. White, Attn: E. Tyna Coles with a courtesy copy furnished to Arlene Williams.

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

A. Consultation Annual Project Plan (CAPP)

1. The RA should review the CAPP to ensure that the plan submitted by the Project Manager conforms to the previously agreed upon plan elements. The RA should be particularly sensitive to issues that have been discussed during the quarterly meetings and ensure that they are addressed satisfactorily.
2. The RA should encourage and support the Project Manager in the marketing of the Consultation Program by combining resources, where possible, to ensure that employers in the state are familiar with services provided by the Consultation Program.
3. The RA should include a statement of concurrence with the CAPP in the Region's cover memorandum.

B. Financial Documents. The RA should review each agreement proposal to:

1. Ensure that the Project has budgeted for the personnel requirements of two safety specialists and two industrial hygienists or four full-time professional positions and that all safety and health staff spend a minimum of 50 percent of their time working on consultation activities. A transmittal memorandum with detailed explanation(s) must be provided if the Project budget does not meet personnel and staffing requirements.
2. Ensure that the appropriate State official has signed the certifications, assurances, lobbying restrictions, and OSHA restrictions and conditions.

XII. National Office Responsibilities

- A. Directorate of Cooperative and State Programs. The OSBA staff must review and discuss any deficiencies in each CAPP with the Regional Consultation Officer.
- B. Directorate of Administrative Programs. Financial Management staff are responsible for reviewing financial documents for accuracy and posting funding award levels in the Payment Management System.

Appendix A

Checklist of Required Components of the Cooperative Agreement Application

The Consultation Annual Project Plan (CAPP):

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

Financial Forms:

- Cooperative Agreement, (OSHA-110)
- Application for Federal Assistance, (SF-424)
- Budget Information - Non-Construction Programs, (SF-424 A)
- Supporting Details of Anticipated Costs

The Cooperative Agreement for OSHA Consultation:

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

- Assurances and Certifications Non-Construction Programs
- Lobbying Certifications
- OSHA Restrictions and Conditions
- Equipment Inventory
- FY 2004 Approved Consultation Equipment Procurement Listing
- FY 2004 Training Plan
- FY 2004 Accompanied Visit Plan

Appendix B Checklist of Required Components of the CAPP

<input type="checkbox"/>	Organizational chart								
<input type="checkbox"/>	Staffing chart (See Appendix C) The chart must contain the number of full and part-time staff employed by the Consultation Project, expressed in full-time equivalents (FTEs), for each category of staff. All projects must have the equivalent of two safety and two health professionals, in addition to managerial and support personnel. The numbers in the chart in Appendix C are examples only.								
<input type="checkbox"/>	Description of any changes in the Consultation Project's status. <u>Change(s) in Project's Status</u> . Any changes in the status of the Project, such as the organizational unit within which the Consultation Project is located or the structure of the unit or organization must be provided.								
<input type="checkbox"/>	<p>Detailed operational description identifying the year's strategies, activities, and their intended outcomes. List and discuss <i>each</i> of the applicable S.M.P area of emphasis to be supported by the Project, local emphasis programs and special initiatives, including a description of each of the following elements:</p> <ol style="list-style-type: none"> 1. <u>Strategies</u>. Describe the specific strategies that will be used to target results for that performance goal (for example, developing and promoting a Web-based chat room for discussion of safety and health program issues, or partnering with other State agencies to promote training around the State). 2. <u>Activities</u>. List the type and projected number of activities. These should correspond to the activities listed in the Projected Activity Chart. 3. <u>Impact</u>. Describe the anticipated impact of performing the activities described. <p>The tabular format in Appendix D contains all of the required information categories.</p>								
<input type="checkbox"/>	<p>Projected Program Activities chart. Estimate the total number of consultation activities to be performed during the year covered by the project plan, broken out by annual performance goal. Include the following information:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1. Initial hazard visits</td> <td style="width: 50%;">5. SHARP</td> </tr> <tr> <td>2. Training assistance visits</td> <td>6. Pre-SHARPS/ Inspection Deferral</td> </tr> <tr> <td>3. Follow-up visits</td> <td>7. Other Non-Visit Related Activities</td> </tr> <tr> <td>4. Combined Total visits</td> <td></td> </tr> </table> <p>The tabular format in Appendix E contains all of the required information categories.</p>	1. Initial hazard visits	5. SHARP	2. Training assistance visits	6. Pre-SHARPS/ Inspection Deferral	3. Follow-up visits	7. Other Non-Visit Related Activities	4. Combined Total visits	
1. Initial hazard visits	5. SHARP								
2. Training assistance visits	6. Pre-SHARPS/ Inspection Deferral								
3. Follow-up visits	7. Other Non-Visit Related Activities								
4. Combined Total visits									
<input type="checkbox"/>	Description of the Consultation Project's strategy and targets for marketing consultation services and SHARP.								
<input type="checkbox"/>	Detailed description of changes to its Internal Quality Assurance program.								

Appendix C
Staffing Chart (Sample)

Consultation Project Staff Category	Number of FTEs
1. Managerial Staff	0.75
2. Consultants–Safety	3.50
3. Consultants–Health	2.00
4. 100% State-Funded Consultants –Safety	0.50
5. 100% State-Funded Consultants–Health	0.50
6. Clerical/data systems support	2.00
7. Marketing staff	0.25
8. Trainers	1.00
Total Number of FTEs	10.50

Appendix D

Operational Description by Strategy, Activities and Outcomes (Sample)

Federal or State Area of Emphasis and Statement	Consultation Strategy	Description of Planned Consultation Activities	Anticipated Impact of Consultation Activities
S.M.P Area of Emphasis		Activity 1 Activity 2	Result 1 Result 2
S.M.P Area of Emphasis		Activity 1..... Activity 2.....	Result 1 Result 2
S.M.P Area of Emphasis			
S.M.P Area of Emphasis			
S.M.P Area of Emphasis			
S.M.P Area of Emphasis			
Local Emphasis Program			
Special Initiative			

Appendix E - Projected Program Activities

Area of Emphasis	Projected Visits									
	Initial Hazard Visits		Training and Assistance		Follow-Up		Combined Totals by Goal	SHARP ¹	Pre- SHARP (formerly Inspection Deferral) ²	Other Non-Visit Related Activities ³
	Safety	Health	Safety	Health	Safety	Health				
S.M.P Area of Emphasis										
S.M.P Area of Emphasis										
S.M.P Area of Emphasis										
S.M.P Area of Emphasis										
S.M.P Area of Emphasis										
Local Emphasis Program										
Other Visits										
Total by Safety or Health										
Combined Safety and Health Activities										

¹Enter the number of projected new SHARP sites and renewals in this column.

²Enter the number of Pre-SHARP Inspection Deferral sites in this column.

³Activities 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 F

FY 2004 Initial Base Awards for 21(d) Consultation

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

Attachment 1
Cooperative Agreement for OSHA Consultation (Form OSHA-110)
(Begins on following page)

▪ **Cooperative Agreement (Form OSHA-110)**

The Cooperative Agreement (Form OSHA-110) is available on the [OSHA] website, accessible at:

<http://omds.osha.gov/fso/LAP/fso/consultation/index.html>.

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

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

I. AUTHORITY AND PARTIES TO AGREEMENT.

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

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

II. AGREEMENT TERMS.

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

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

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

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

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

III. PURPOSE AND SCOPE.

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

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

B. The statewide project operated under this agreement shall conform fully 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 one hundred percent (100%) of the allowable costs of all OSHA required or approved training and out-of-state travel. All other allowable training costs, and related travel and per diem, will be reimbursed at ninety percent (90%). All such training, travel and per diem must be directly related to the activity performed under this agreement.

V. ALLOCATION OF COSTS.

The Supporting Details of Anticipated Costs that itemizes the costs by category (Consultation and Administration) and object class shall be submitted with the application (a sample outline is provided on pages 40-41 of this Notice). The Supporting Details of Anticipated Costs should correspond to the information on the SF424A. In order to ensure uniformity and comparability among agreement submissions, Consultation and Administration costs shall be determined and set forth as follows:

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

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

(1) **Personnel** costs shall include the salaries of positions identified in Part A: Consultation as safety consultant (S), safety consultant trainee (TS), safety supervisor (S/S), industrial hygiene consultant (H), industrial hygiene consultant trainee (TH), industrial hygiene supervisor (H/S) and direct clerical support (SEC) to these positions. For consultants and first-level consultant supervisors who also serve in a managerial capacity for the project, salary costs shall be distributed between Administration and Consultation in proportion to the percent of time spent in performing (1) program management and (2) consultant and/or (3) consultant supervisory activities. Salaries reflecting (a) consultant time should be listed separately from salaries reflecting (b) time providing first-level supervision to consultants and salaries of clerical staff that provide direct support to consultants and consultant supervisors.

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

(3) **Certification Costs** For those employees seeking professional certification in safety and health, a Project Manager may use Cooperative Agreement funds to pay for the travel/per diem to a professional certification examination preparation course approved by the employee's supervisor. 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 and travel/per diem related to taking a professional certification examination.

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

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

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

A Project Manager may not use Cooperative Agreement funds to pay for any costs associated with seeking professional certification for any certifying organization that is not accredited by a nationally recognized accrediting organization. Please contact Henry Payne at payne.henry@dol.gov with questions regarding the acceptability of any professional certification organization.

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

(4) **Travel** shall include the costs of authorized travel for personnel identified in Part A: Consultation as safety consultant (S), safety consultant trainee (TS), safety supervisor (S/S), industrial hygiene consultant (H), industrial hygiene consultant trainee (TH) and industrial hygiene supervisor (H/S). Costs shall include travel required to conduct promotional visits, onsite consultation visits and offsite assistance. Travel to attend professional development/training courses (e.g., OTI) and regional and national consultation meetings, except that costs of travel for all participants to the Annual Consultation Conference must be charged to administration. Intra-agency travel, such as that related to flexi-place programs, must have prior approval from the Regional Administrator. Appropriate supporting details for out-of-state travel (per Diem, airfare, registration fees, miscellaneous, etc.) must be reported in the Annual Training Plan. Deviations from this plan involving out-of-state travel to courses and/or locations other than those proposed must be approved in writing by the Regional Administrator prior to the actual travel. Travel for the purpose of performing accompanied visits shall be charged to Administration.

Attendance at professional development conferences such as American Industrial Hygiene Association (AIHA), Voluntary Protection Program Participants Association (VPPPA), 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.

Costs associated with attendance and travel to professional development conferences of individuals in positions that are not funded by the cooperative agreement may not be allocated to the cooperative agreement.

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

(5) **Equipment** shall include the costs of consultant technical equipment having a useful life of more than one year and a unit acquisition cost of \$5,000 or more, except as defined in Special Provisions VI. B. All equipment so defined shall be listed in the Approved Consultation Equipment Procurement Listing.

(6) **Supplies** shall include the costs of all tangible consultant technical property and materials other than equipment as defined above. Please itemize and describe all supply costs.

(7) **Contracts** shall include the costs of contracts with all sources, whether non-state government or state government sources, for the provision of services associated with consultant field activities (e.g., occupational health consultation, laboratory sample analysis in states having a Plan approved under Section 18 of the Act, and consultant health monitoring and medical examinations). The detail for laboratory sample analysis costs shall include the number of samples projected for the fiscal year.

(8) **Other** shall include the costs of equipment calibration and repair services for equipment which cannot be serviced by the OSHA Cincinnati Laboratory (list all equipment), non-travel costs of required or approved training for consultants (limited to tuition fees, registration fees, textbooks, course materials, etc.) and costs of all other miscellaneous consultative items which are not allocated above. Miscellaneous costs include but are not limited to: the proportion of rent, utilities, communications, data processing, postage, freight, etc. associated with the delivery of consultative services by consultation staff; subscriptions to safety and health journals; and training aids, instructional programs and promotional materials which are used by consultants to perform consultation activities.

(9) **Total Direct Charges** shall consist of the total of the above costs (Items 1 through 8) for Consultation.

B. **Administration.** Administrative costs consist of all direct costs associated with the management and support of the consultation program and all indirect costs. These costs include but are not limited to: the salaries and fringe benefits of personnel engaged in executive, fiscal, data collection, personnel, legal, audit, procurement, data processing, communications, maintenance and similar functions; and related materials, supplies, equipment and staff training. They also include the administration portion of total computer costs. (Computer costs should be distributed between consultation and administration in the proportion to which computer services support each function.) Additional administrative costs extend to the salaries and fringe benefits of direct program management positions such as project directors, program monitors and program review officers; and costs of direct clerical support to these positions.

(1) **Personnel** shall include the salaries of positions identified in Part B: Administration as management (MGT) and direct clerical support (SEC) to these

Cooperative Agreement 6

positions. For management personnel who also serve as consultants and/or consultant supervisors, salary costs must be distributed between Administration and Consultation in proportion to the percentage of time spent in performing (1) program management, (2) consultant duties, and/or (3) supervision of consultants.

(2) ***Fringe Benefits*** shall include the costs of benefits for personnel identified in Part B: Administration as management (MGT) and direct clerical support (SEC) to these positions. Costs include payments for retirement, social security, workers' compensation, life insurance, medical insurance, etc. Include the cost formula for each fringe benefit. For management personnel who also serve as consultants and/or first-level consultant supervisors, fringe benefit costs shall be distributed between Administration and Consultation in proportion to the percentage of time spent in performing (1) program management, (2) consultant duties, and/or (3) supervision of consultants.

(3) ***Certification Costs*** For those employees seeking professional certification in safety and health, a Project Manager may use Cooperative Agreement funds to pay for the travel/per diem to a professional certification examination preparation course approved by the employee's supervisor. 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 and travel/per diem related to taking a professional certification examination.

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

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

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

A Project Manager may not use Cooperative Agreement funds to pay for any costs associated with seeking professional certification for any certifying organization that is not accredited by a nationally recognized accrediting organization. Please contact Henry Payne at payne.henry@dol.gov with questions regarding the acceptability of any professional certification organization.

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

- (4) **Travel** shall include the costs of authorized travel for personnel identified in Part B: Administration as management (MGT) personnel and for all personnel conducting accompanied visits. Costs shall include travel required to attend safety and health conferences (subject to the restrictions in V.A.4, above), regional and national consultation meetings and professional development/training courses. Appropriate supporting details for out-of-state travel (per diem, airfare, registration fees, miscellaneous, etc.) shall be reported in the Annual Training Plan. Deviations from this plan involving out-of-state travel to courses and/or locations other than those proposed must be approved in writing by the Regional Administrator prior to the actual travel.
- (5) **Equipment** shall include the costs of office equipment and machinery having a useful life of more than one year and a unit acquisition cost of \$5,000 or more, except as defined in the Special Provisions VI.B. All equipment so defined shall be listed in the Approved Consultation Equipment Procurement Listing.
- (6) **Supplies** shall include the costs of all tangible office property and desk-top materials other than equipment as defined in this section. List supply costs by major category.
- (7) **Contracts** shall include the costs of contracts with all sources, whether non-state government or state government sources, for the provision of administrative support services (e.g., service contracts for maintenance of office equipment, leasing of photocopiers, fiscal services, etc.).
- (8) **Other** shall include non-travel costs of required or approved training for management personnel (limited to tuition fees, registration fees, textbooks, course materials, etc.) and costs of all other miscellaneous administrative items 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 consultation program by administrative staff.
- (9) **Total Direct Charges** shall consist of the total of the above costs (Items 1. through 8.) for Administration.

VI. SPECIAL PROVISIONS.

- A. A listing of approved positions is contained in Appendix C, Staffing Chart for this agreement. Key personnel include the project manager, supervisors, and consultants. Any changes in these positions must be approved by the Regional Administrator.
- B. Microcomputer equipment (hardware and software), regardless of unit cost, requires prior written approval of the OSBA and must be listed in the Approved Consultation Equipment Procurement Listing (Part II, Section B).
- C. Unless a State has made special provisions for such, substantive programmatic work may not be transferred to another agency (sub-recipient) under this agreement.
- D. The laboratory designated by OSHA to provide analysis of samples for all projects shall be:

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

- E. The federal cost principles applicable to this project are:
1. *Cost Principles for State and Local Governments*
(OMB Circular A-87)
 2. *Cost Principles for Educational Institutions*
(OMB Circular A-21)
- F. Financial reporting forms required of all projects and their frequency of submission are:
1. **Department of Health and Human Services - Payment Management System Federal Cash Transactions Report (PSC 272, PSC 272A through E)** is due in the Regional Office 30 days after the end of each federal fiscal quarter. Recipients are to submit two signed copies of the report.
 2. **Financial Status Report (SF-269)** is due in the Regional Office 30 days after the end of each federal fiscal quarter. Recipients are to submit two signed originals of the report.
 - (a) **Quarterly Reporting.** Recipients which have accounting systems that prohibit them from meeting the Office of Management and Budget (OMB) requirements on the submission of financial reports, as outlined in this section, must have written approval from the Regional Administrator to establish an alternative schedule for submission of financial reports. The approved state specific schedule must also be submitted to the National Office for inclusion in the official file.

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

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

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

4. **Cooperative Agreement Amendment (Form OSHA-113)** may be required for program management purposes, as a result of congressional action.

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

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

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

VII. ADDITIONAL SPECIAL PROVISIONS.

The following special provisions are added to this agreement.

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

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

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

D. Where appropriate, restrictions to the agreement may be added by the Assistant Secretary to ensure that the recipient fully complies with specific terms and conditions of the Cooperative Agreement, Department of Labor administrative requirements set forth at 29 CFR Parts 95 and 97 (Institutions of Higher Education), or provisions set forth in 29 CFR 1908. When an agreement is approved subject to the inclusion of one or more

restrictions, it is hereby understood by the recipient that such approval is granted contingent upon meeting the conditions specified within the prescribed timeframe.

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

OPTIONAL INSERT (S) TO THE COOPERATIVE AGREEMENT

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

I. Two provisions pertain to Items VI.C -D of the Agreement:

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

1. Scope of transfer:
2. Agency name:
3. Address:
4. Telephone number: ()
5. Contact person:

II. One provision pertains to §V.A(4), B(4) of the Agreement:

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

1. The travel is intended for the purposes of properly administering the agreement or furthering consultation operations.
2. The travel was approved in the initial agreement or received the prior *written* approval of the Regional Administrator.

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

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

Assurances and Certifications Non-Construction Programs

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and section 188 of the Workforce Investment Act of 1998 (P.L. 105-220), as it relates to the prohibition against national origin discrimination for persons with limited English proficiency (pursuant to Executive Order 13166 issued August 11, 2000); (j) any other nondiscrimination provisions in the

specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply with Executive orders 12876, 12900, 12928, and 13021 by strongly encouraging contractors to provide subcontracting opportunities to Historically Black Colleges and Universities, Hispanic Serving Institutions, and Tribal Colleges and Universities.

8. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

9. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.

11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance, if the total cost of insurable construction and acquisition is \$10,000 or more.

12. Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.), related to protecting components or potential components of the national wild and scenic rivers system.

14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

15. Will comply with P.L. 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

17. Will comply with the Lead-Base Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156.

19. Will comply with all applicable requirements of all other Federal laws, executive accordance, regulations and policies governing this program.

20. In accordance with Section 516 of the 1989 Department of Labor Appropriation Act, the grantee agrees that when issuing statements, press releases, requests for proposals, bid solicitations or other documents describing the grant project or program the grantee shall clearly state (1) the percentage of the total costs of the program or project which will be or is being financed with Federal money; and (2) the dollar amount of Federal funds for the project or program.

21. In accordance with the Drug-Free Workplace Act of 1988, the grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Lobbying Certification

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

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal award, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal award, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activity," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all 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.

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

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

OSHA Restrictions and Conditions

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

1. Takes responsibility for encouraging employers to request consultative assistance and shall publicize the availability of its consultative service and the scope of the service that will be provided.
2. Explains to employers that the employer receiving consultation services remains under statutory obligation to provide safe and healthful working conditions to their employees.
3. Explains to employers that no referrals will be made to enforcement unless the employer fails to eliminate a serious hazard identified by a consultant.
4. Explains to the employer the requirements for participation in the Safety and Health Achievement Recognition Program (SHARP) and inspection deferral.
5. Assigns priority in scheduling to requests from businesses with the most hazardous operations, with primary attention to smaller businesses. Preference is given to the smaller businesses that are in higher hazard industries or that have the most hazardous conditions at issue in the request.
6. Prepares appropriately for visits.
7. Conducts a hazard survey consisting of an opening conference, an examination of those aspects of the employer's safety and health program that relate to the scope of the visit, a walk through the workplace, and a closing conference.
8. Retains the right to confer with employees during an onsite visit.
9. During the opening conference, explains the relationship between consultation and enforcement and also explains the employer's obligation to protect employees if certain hazardous conditions are identified.
10. Focuses onsite activity primarily on those areas, conditions, or hazards within the requested scope of the visit.
11. During onsite activity, advises the employer of the employer's obligations and responsibilities under applicable Federal or State law and implementing regulations.
12. 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.
13. Informs the employer that the employer is obligated to take immediate action to eliminate employee exposure to a hazard that, in the best judgment of the consultant, poses an imminent danger.
14. Establishes a time frame for the correction of each hazard identified during onsite activity,

and provides the employer with a “List of Hazards”, and advises the employer to post the “List” until the hazard is corrected or three days, whichever is longer.

15. Informs the employer that the employer’s failure to correct or eliminate an identified hazard within the established time frame (or extension of the timeframe) results in immediate notification of the appropriate OSHA enforcement authority.
16. Prepares and sends to the employer a written report containing substantive findings or recommendations.
17. Preserves the confidentiality of information pertaining to trade secrets that may have been obtained during an onsite visit.
18. Conducts consultative activity independently of any OSHA enforcement activity.
19. Does not provide to OSHA the identity of, or files pertaining to, employers requesting consultation services for any compliance inspection or scheduling activity, except in cases where the employer has failed to eliminate an imminent danger, failed to correct or eliminate a serious hazard, or the employer has elected to participate in either the SHARP or inspection deferral.
20. Assures that onsite consultation visits already in progress have priority over OSHA compliance inspections except in the case of imminent dangers, fatality/catastrophe investigations, complaint investigations, or other investigations deemed critical by the Assistant Secretary.
21. Terminates onsite visits for imminent dangers, fatality/catastrophe investigations, complaint investigations, or other investigations deemed critical by the Assistant Secretary.

22. Does not conduct onsite consultation visits while OSHA enforcement inspections are in progress. Onsite consultation shall only take place with regard to those citation items, which have become final orders.
23. Explains to the employer that requirements pertaining to “serious” hazards apply equally to “other-than-serious” hazards for participation in the SHARP and inspection deferral.
24. Uses consultants who are employees of the State and are qualified under State requirements for employment in the field of occupational safety and health.
25. Applies minimum requirements for consultants that include the ability to recognize hazards and assess employee exposure and risk, knowledge of OSHA standards, knowledge of hazard correction techniques and practices, knowledge of workplace safety and health program requirements, skill in effective written and oral communication, and any additional degrees or experience required by the Assistant Secretary.
26. Maintains an organized system for monitoring the performance of consultants.
27. Submits narrative reports and compiles and submits data such as IMIS that is needed for monitoring and evaluation purposes, as required, to the Regional Administrator.
28. Will not expend any 21(d) or matching state funds from this agreement to fund activities or provide services to farms with ten or fewer employees where there has been no temporary labor camp in the previous twelve months. (Only state plan states may conduct visits on these farms, provided that 100% state funds are used, and the state has an accounting system in place to assure that no section 21(d) or matching funds are expended on these activities.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ATTACHMENT III
FY 2004 APPROVED CONSULTATION
EQUIPMENT PROCUREMENT LISTING

Federal Catalog # 17.504

OSHA Consultation Programs

State:

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

Item Description (include brand and model)	Number		Cost per Unit	Total Cost	National Office Use Only				
	On Hand	For Purchase			Approved		Title Transfer		Remarks
					Yes	No	Yes	Initials	
EXAMPLE: Laptop: Toshiba Satellite Pro	4	2	2,300	4,600					

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

**Attachment IV
 ANNUAL TRAINING PLAN
 FY 2004**

Date: _____

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

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

NOTE: Funds sufficient to cover travel requirements to conduct proposed training should be budgeted in Part A: Consultation and Part B: Administration. These costs must be specific to the activities identified as determined by the location and duration of the training. All training included in the plan is eligible for 100% Federal funding, subject to the approval by the Director, Office of Small Business Assistance.

ATTACHMENT V
FY 2004 Accompanied Visit Plan

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

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

ATTACHMENT VI
Application for Federal Assistance (SF-424 and SF-424A)

The Application for Federal Assistance is available on the OMB website, accessible at:

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

ATTACHMENT VII SUPPORTING DETAILS OF ANTICIPATED COSTS

PART A: CONSULTATION

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

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

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

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

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

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

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

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

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

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

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

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

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

¹ S—TS—S/S—H—TH—H/S—SEC

² Encumbered/ Vacant

³ Previously Approved/ New

ATTACHMENT VIII SUPPORTING DETAILS OF ANTICIPATED COSTS PART B: ADMINISTRATION

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

<u>Position</u>	<u>Type</u> ¹	<u>Status</u> ²	<u>Cond.</u> ³	<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 Consultation Conference	
Other (specify)	

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

Training	
Promotion	
Accompanied visits	
Other (specify)	

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

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

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

1. Computer Costs Subtotal _____

2. Lease of office equipment Subtotal _____

3. Service of office equipment Subtotal _____

4. Other (specify) Subtotal _____

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

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

2. Other (itemize and describe) Subtotal _____

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

I. INDIRECT CHARGES **Total** _____

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

¹ MGT – SEC

² Encumbered/Vacant

³ Previously Approved/ New