OSHA NOTICE

U.S. DEPARTMENT OF LABOR — Occupational Safety and Health Administration

DIRECTIVE NUMBER: 05-02 (CSP 02) **EFFECTIVE DATE:** July 20, 2005

SUBJECT: FY 2006 Instructions for (1) Integrated 23(g) State Plan Grants and 21(d) Consultation Cooperative Agreements; (2) 23(g) Public Employee Only State Plan Grants; and (3) 23(g) State Plan Grants without 21(d) Funding

ABSTRACT

Purpose: This Notice contains instructions and forms for submission of FY 2006 applications for (1) Integrated Application for 23(g) State Plan Grants and 21(d) Consultation Cooperative Agreements; (2) 23(g) Public Employee Only State Plan Grants; and (3) 23(g) State Plan Grants without 21(d) funding. States are to 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 section 23(g) State plans, and section 21(d) Consultation projects and must submit an integrated application; the four 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) Consultation projects in States under Federal enforcement jurisdiction.

References: OSHA Instruction CSP 02-00-001 (TED 3.6), Consultation Policies and Procedures Manual, 29 CFR 1908, CSP 01-00-002 (STP 2-0.22B), State Plan Policies and Procedures Manual, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (OMB Circular A-102), and Cost Principles for State and Local Governments (OMB Circular A-87).

Expiration Date: This Notice expires on May 31, 2006.

Cancellations: None.

Action Offices: National, Regional, and State Offices.

State Impact: Affected States (see scope) must adhere to the requirements applicable to them as set out in this Notice in submitting their FY 2006 grant applications.

Originating Office: Directorates of Cooperative and State Programs, and of Administrative Programs.

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

By and Under the Authority of

Jonathan L. Snare
Acting Assistant Secretary

Executive Summary:

This Notice contains instructions and forms to assist States and Regional staff in preparing and reviewing the Integrated Application for 21(d) Consultation Cooperative Agreements and 23(g) State Plan Grants, 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. Funding levels.
2. Lapsed Funds Considerations.
3. Opportunity to submit a two-year performance plan with Regional Administrator approval.
4. Requirement for outcome/results oriented goal(s).
5. Requirement for Compliance Assistance activity projections.
6. Revised requirements governing development of an alternative or supplement to the Integrated Management Information System (IMIS).
7. Professional certification of safety and health professionals.

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Application for Integrated 21(d) Consultation Cooperative Agreements and 23(g) State Plan Grants, 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 for submission of FY 2006 applications for the Integrated Application for 23(g) State Plan Grants and 21(d) 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 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) grant. Financial documents will continue to be submitted on an annual basis.

II. Scope. This Notice applies to States that operate section 23(g) State plans, and section 21(d) 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) Consultation projects in Federal jurisdiction States.

Instructions for the 21(d) cooperative agreement applications in Federal enforcement States are contained in the Consultation Cooperative Agreement Application FY 2006. 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. OSHA Instruction CSP 02-00-001 (TED 3.6), Consultation Policies and Procedures Manual, 29 CFR 1908, CSP 01-00-002 (STP 2-0.22B), State Plan Policies and Procedures Manual, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (OMB Circular A-102 codified in 29 CFR 97), and Cost Principles for State and Local Governments (OMB Circular A-87).

IV. Expiration Date. This Notice expires on May 31, 2006.

V. Action Information.

A. Responsible Office. Directorate of Cooperative and State Programs (DCSP), Office of State Programs (OSP) and Office of Small Business Assistance (OSBA).

B. Action Offices.

1. National Office. National Office personnel are responsible for reviewing and approving the applications, 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 reviewing financial documents for accuracy, posting funding award levels in the

Payment Management System, transmitting the award letters to each recipient and administering the financial aspects of the cooperative agreement/grant. The Division of Grants Management will provide copies of the application to the Office of Small Business Assistance and the Office of State Programs.

b. Directorate of Cooperative and State Programs. The Office of Small Business Assistance and the Office of State Programs are responsible for reviewing the application and discussing any 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). Regional Administrators 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. Regional Offices must coordinate with State Plans and Consultation Project Managers within their jurisdiction and provide assistance in the development, submission and revisions of grant applications. They must discuss and resolve any issues with appropriate staff in DCSP and DAP. By August 15, 2005, the Regional Administrator must submit a transmittal memorandum for each State application, reflecting recommendations for approval or disapproval of the application, one-year or two-year performance plan and, if appropriate, changes to the 5-year Strategic Plan. The transmittal package must include two copies of the application with original signatures on the financial documents. In addition, the transmittal memorandum must reflect the Region's assessment of any unresolved issues in the application and any questionable items along with specific suggested language for any restrictions which should be placed on the cooperative agreement/State Plan grant award, if an appropriate State response has not been received prior to processing in the National Office. Regions are urged to resolve all issues prior to submission so that the application may be expeditiously approved. The National Office package must be forwarded to the attention of:

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

3. State Program and Consultation Project Managers in State Plan States. Office of Management and Budget (OMB Circulars A-102 and A-110) require that financial awards be made at least 10 days prior to the beginning of the grant or agreement period. 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 submission of the application package to the National Office by August 15, 2005.

VI. Significant Changes.

A. Initial funding level amounts entered in the Cooperative Agreement or State Plan Grant Form OSHA 110, the Application for Federal Assistance (SF-424), and related worksheet(s) should generally be prepared at the prior year's 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. States that were unable to match the full amount available to them in the previous fiscal year, may submit their request at that level, if they will be able to match those funds. Funds unmatched in the previous fiscal year that remain unmatched will be permanently redistributed during the final grant award process.

B. States that have been previously identified as having a multi-year history of lapsing funds at grant closeout and that have identified an amount to be deobligated in FY 2005 will have the opportunity to reclaim these funds in the FY 2006 grant process. If the funds are not reclaimed, then one-half will be permanently redistributed to other States in accordance with the Funding Formula at the time of final FY 2006 grant awards. States have until the FY 2007 grant process to reclaim the remaining half of those funds.

C. Beginning in FY 2006, States have the option, with approval of the Regional Administrator, to submit either a one-year or a two-year performance plan. States that choose to submit a two-year performance plan will identify separate performance goals for FY 2006 and FY 2007. Those States that choose to submit a two-year performance plan in FY 2006 will be able to submit a streamlined application in FY 2007 that will include financial documents, a brief, general assessment by the State, based on available data, of the progress made toward its first-year goals, and any resultant updates to the second year of the performance plan previously submitted. Financial documents will continue to be submitted on an annual basis. (Evaluation reports – SOAR/FAME and CAPR/RACER - will continue to be prepared on an annual basis until the efficacy of the two year performance plan concept can be assessed.)

D. 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.

E. 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.

F. In addition to providing information on compliance and consultation staffing and projections as to the number of inspections (separately for private and public sectors) 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: Voluntary Protection Program participants (current number and anticipated growth, by 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 (current number and anticipated growth); trainees/participants affected by State Outreach activities (e.g., formal training, workshops, seminars, speeches, conferences, informal worksite training) during the period; and Safety and Health Achievement Recognition Programs (SHARP) participants. (The President's FY 2006 budget request includes increased funding ($1 million) earmarked for one Compliance Assistance Specialist for each State Plan. Appropriate grant adjustments, including adjustments to these projections, may be required later in the year based on final Congressional action.)

G. Revisions/clarification to several grant conditions and restrictions affecting Information Technology (both OSHANet and IMIS) have been made.

H. States electing to pursue the development of an alternative or supplement to the Integrated Management Information System may use grant funds for this purpose, but there are no additional Federal grant funds available for this purpose. 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 format that meets OSHA's current, and any future, requirements. There may be no interruption in submission of data to OSHA during the development of such alternative or supplemental systems.

I. States are encouraged to promote the professional certification in safety or health of their employees through efforts that may be supported with grant funds. State Plan Grant/Cooperative Agreement funds may be used to pay for the costs associated with a professional certification preparation course and examination, including travel and per diem. Grant/Cooperative Agreement funds may not be used to pay for costs associated with a second preparation course for employees who fail on their first attempt at a professional certification examination. However, Grant/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. For those who fail to pass a professional certification examination on their second attempt, grant/cooperative agreement funds may not be used to pay for any additional costs related to that employee seeking that specific professional certification. Certification costs cannot exceed the percent of time for which an employee is dedicated to the grant/cooperative agreement. Grant/Cooperative Agreement funds may not be used to pay for any costs associated with seeking professional certification for any certifying organization that is not accredited by a nationally recognized accrediting organization. Grant/Cooperative Agreement funds may also not be used to pay annual maintenance fees for maintaining professional certifications.

Application Instructions

VII. Strategic Plans

A. Basic Principles. The following basic principles govern States' 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 2005, the FY 2006 grant application must also contain a new five-year Strategic Plan.

2. State plans may choose to adopt Federal OSHA's strategic goals or develop their own. However, each State's occupational safety and health program must continue to satisfy the mandated activities of the OSH Act and 29 CFR Parts 1902 and 1908 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. Although this goal need not include specific percentage rate reduction targets, as in OSHA's Strategic Management Plan, the State's reduction of 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, and compliance assistance, even if they choose to adopt only one strategic goal. Support activities, such as laboratories, need not be addressed specifically in strategic goals.

4. As part of the 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) Consultation programs, and compliance assistance. Two-year performance plans should identify specific performance goals for each of the two years.

5. Beginning in FY 2006, State strategic and performance plans 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. 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 strategic and performance goals contained in the strategic plan and the significance of the actual results achieved. OSHA will review State performance using the methods agreed upon by OSHA and the State in its annual monitoring plan.

7. State plans developing strategic plans with strategic and performance goals that differ from those of 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, 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).

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 they are at least as effective as Federal OSHA. 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 a narrative section covering basic program information and two tabular sections covering one- or two-year performance goals and projected activities. 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 below. For states submitting a two-year performance plan, the performance plan should include goals for each year of the plan.

Performance Plan Elements	**21(d) Consultation Project & 23(g) State Plan**[1]	**23(g) State Plan only**[2]	**Public Employee State Plan**[3]
Overview: A comprehensive overview of the State's current occupational safety and health program.	YES	YES	YES
Profile of the State Agency: Provide a detailed organizational chart of the components involved in the State OSHA effort. In addition, the total number of allocated staff and a break-out of compliance, compliance assistance, and consultation staff, expressed in full-time equivalents (FTEs). (*See* Sample of Personnel Chart, **Appendix B – Exhibit VI**.) State Demographic Profile. 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. Identification of Covered Issues. List those issues that the State's OSH program covers and those that remain a Federal responsibility.	YES	YES	YES

[1] Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.
[2] Kentucky, Puerto Rico, Washington.
[3] Connecticut, New Jersey, New York, Virgin Islands.

Performance Plan Elements	21(d) Consultation Project & 23(g) State Plan[1]	23(g) State Plan only[2]	Public Employee State Plan[3]
Mandated Activities: Activities mandated under the OSH Act (i.e., inspections and citations) are considered core elements of an effective occupational safety and health program. They should be tied to the State's strategic goals where possible. The Performance Plan should discuss the performance of mandated activities as strategic tools wherever appropriate to achieve State goals. For example, issuing standards, conducting inspections, and issuing citations are among the activities which could be used to achieve the strategic goal of reducing injuries and illnesses. Where the mandated activities are neither tied to specific strategic goals nor addressed through the State Activity Mandated Measures report, they are covered by the grant assurances. (*See* **Appendix A, Exhibit IIa/IIb – 23(g) OSHA Restrictions and Conditions – Item 1**.)	YES	YES	YES
Internal Quality Assurance Program for 21(d) Consultation Projects. If a 21(d) Consultation Project has made any significant changes to its Internal Quality Assurance program, those changes must be described in detail. Indicate if no changes have occurred.	YES	NO	NO

[1] Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.
[2] Kentucky, Puerto Rico, Washington.
[3] Connecticut, New Jersey, New York, Virgin Islands.

Performance Plan Elements	21(d) Consultation Project & 23(g) State Plan[1]	23(g) State Plan only[2]	Public Employee State Plan[3]
Projected State Plan Activities for one year (One-Year Performance Plan) or each of two years (Two-Year Performance Plan) (*See* **Appendix B, Exhibit IX, Part I for 23(g) and Appendix B, Exhibit I for 21(d)**). Inspections. Provide total projections broken out by safety and health, as well as by private sector and public sector. Consultation Visits in Private Sector. Provide total projections broken out by safety and health for anticipated number of consultation visits in the private sector. Consultation Visits in Public Sector. Provide projections broken out by safety and health for the anticipated number of consultation visits in the public sector. Compliance Assistance. Provide the current number and the projected growth for: • Voluntary Protection Programs (by general industry, construction, public sector as applicable). • State Cooperative Programs (e.g., Partnerships, Alliances and other similar programs). • Trainees/Participants affected by outreach activities. • Safety and Health Achievement Recognition Program (SHARP) participants.	YES	YES	YES

[1] Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.
[2] Kentucky, Puerto Rico, Washington.
[3] Connecticut, New Jersey, New York, Virgin Islands.

Performance Plan Elements	21(d) Consultation Project & 23(g) State Plan[1]	23(g) State Plan only[2]	Public Employee State Plan[3]
Performance Goals: For each performance goal in the State's Strategic Plan that is to be addressed, the State must: 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. 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. **(***See* **Appendix B, Exhibit IX – Part II.)** 3. Succinctly and completely describe the enforcement and compliance assistance strategies and activities (including private and public sector consultation) that will be applied to accomplish the one-year or two-year performance goals. The one-year or two-year performance goals should be presented in the format illustrated in **Appendix B, Exhibit IX**. When enforcement and 21(d) consultation share a performance goal, the strategy, indicator, data source, and baseline must clearly describe the differences.	YES	YES	YES
Projected 21(d) Consultation Program Activities: In addition to discussing 21(d) Consultation activities as they relate to each performance goal above, the total numbers of projected 21(d) activities also must be provided in the format illustrated in **Appendix B, Exhibit I** for Year One and Year Two. When enforcement and 21(d) consultation share a performance goal, the strategy, indicator, data source, and baseline must clearly describe the differences.	YES	NO	NO

[1] Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.
[2] Kentucky, Puerto Rico, Washington.
[3] Connecticut, New Jersey, New York, Virgin Islands.

IX. Documents Required for Application Submission

A. Documents. The following tables list the documents to be included in the State's application submission.

Application Documents	21(d) Consultation Project & 23(g) State Plan[1]	23(g) State Plan only[2]	Public Employee State Plan[3]	Reference
Table of Contents	2 copies	2 copies	2 copies	
21(d) Cooperative Agreement	2 copies with original signatures	N/A	N/A	Appendix A – Exhibit I
OSHA-110 form – 21(d) Cooperative Agreement	2 copies with original signatures	N/A	N/A	Appendix A – Exhibit IIIa
OSHA-110 form – 23(g) Grant Agreement	2 copies with original signatures	2 copies with original signatures	2 copies with original signatures	Appendix A – Exhibit IIIb
SF-424 – 21(d) Application for Federal Assistance	2 copies with original signatures	N/A	N/A	Appendix A – Exhibit IV
SF-424 – 23(g) Application for Federal Assistance	2 copies with original signatures	2 copies with original signatures	2 copies with original signatures	Appendix A – Exhibit IV
SF-424A – 21(d) Budget Information, Non-Construction Programs	2 copies	N/A	N/A	Appendix A – Exhibit IV
SF-424A – 23(g) Budget Information, Non-Construction Programs	2 copies	2 copies	2 copies	Appendix A – Exhibit IV

[1] Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.
[2] Kentucky, Puerto Rico, Washington.
[3] Connecticut, New Jersey, New York, Virgin Islands.

Application Documents	21(d) Consultation Project & 23(g) State Plan[1]	23(g) State Plan only[2]	Public Employee State Plan[3]	Reference
Combined Assurances & Certifications with: **21(d) OSHA Restrictions & Conditions and 23(g) OSHA Restrictions & Conditions**	2 copies with original signatures	N/A	N/A	Appendix A – Exhibit IIa
Assurances & Certifications with: 23(g) OSHA Restrictions & Conditions	N/A	2 copies with original signatures	2 copies with original signatures	Appendix A – Exhibit IIb
Projected Program Activities – Consultation	2 copies	N/A	N/A	Appendix B – Exhibit I
Equipment Inventory	2 copies	N/A	N/A	Appendix B – Exhibit II
Equipment Procurement Listing	2 copies	N/A	N/A	Appendix B – Exhibit III
Annual Training Plan	2 copies	N/A	N/A	Appendix B – Exhibit IV
Accompanied Visit Plan FY 2006	2 copies	N/A	N/A	Appendix B – Exhibit V
Personnel Breakout	2 copies	2 copies	2 copies	Appendix B – Exhibit VI
Supporting Details of Anticipated Costs, Part A – Consultation 21(d)	2 copies	N/A	N/A	Appendix B – Exhibit VII
Supporting Details of Anticipated Costs, Part B – Administration 21(d)	2 copies	N/A	N/A	Appendix B – Exhibit VIII
Supportive Cost Breakout 23(g)	2 copies	2 copies	2 copies	See section IX.B.3.d and e

[1] Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.
[2] Kentucky, Puerto Rico, Washington.
[3] Connecticut, New Jersey, New York, Virgin Islands.

Application Documents	21(d) Consultation Project & 23(g) State Plan[1]	23(g) State Plan only[2]	Public Employee State Plan[3]	Reference
MOA – Salt Lake Technical Center	2 copies with original signatures, if applicable	2 copies with original signatures, if applicable	2 copies with original signatures, if applicable	Appendix B – Exhibit X
FY 2006 Annual Performance Plan ***or*** **FY 2006/2007 Two-Year Performance Plan with:** – **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** – **Organizational Chart**	2 copies, integrated 21(d)/23(g)	2 copies	2 copies	Appendix B, Exhibit IX
5-Year Strategic Plan (only if new or updated plan is being submitted)	2 copies	2 copies	2 copies	

[1] Alaska, Arizona, California, Hawaii, Indiana, Iowa, Maryland, Michigan, Minnesota, Nevada, New Mexico, North Carolina, Oregon, South Carolina, Tennessee, Utah, Vermont, Virginia, Wyoming.
[2] Kentucky, Puerto Rico, Washington.
[3] Connecticut, 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. DUNS Number. Agreements must include a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number to be considered complete. The revised Application for Federal Assistance (Form SF-424) includes space to enter a DUNS number.

c. Administrative Cap. The 25 percent ceiling on administrative costs remains in effect. Administrative costs include the cost of all management staff above first-line supervisors (salaries, fringe benefits, and related support expenses) as well as costs associated with the approved State Indirect Rate. No more than 25 percent of the total funding (Federal award plus State match) may be budgeted for administrative costs without an approved justification. 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.

d. OSHANet Participation. State recipients who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications) and to pay OSHA for certain services provided, including 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 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.

e. Integrated Management Information Systems for All States (IMIS). All 21(d) Consultation projects and 23(g) State Plans will continue to be charged for mainframe processing services 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 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.

f. Computer Equipment Purchases. State recipients not participating in OSHANet are encouraged to consult with the Directorate of Information Technology prior to expending Federal or State matching funds for the purchase of any data processing/computer equipment or software that will be used to connect (locally or remotely) to, or provide information to, OSHA. Desktop or laptop computers and software that will be used to access OSHA systems including the CSHO and Consultation PC Applications, etc., must meet the minimum OSHA specifications. (21(d) must have written approval from DCSP for all such purchases.)

g. Program Income. States that are collecting fees associated with grant activities should report the estimated amount of income expected to be generated from the grant on line 7 of the Application for Federal Assistance (SF-424A). States should include a narrative description of the program income, including the nature and source of the income, in the grant application. The program income may be reflected as part of the State's matching funds contribution. Also, States must report program income on the Financial Status Report (SF-269) 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.

h. Professional Certification. State Plan Grant/Cooperative Agreement funds may be used to pay for the costs associated with professional certification for safety and health staff by a certifying organization that has been accredited by a nationally recognized accrediting organization, including 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 at 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 maintenance fees for maintaining professional certifications.

2. 21(d) Requirements

a. Salary Target. Each State must devote a minimum of fifty percent of its ninety percent Federal/ten percent recipient funds (including one hundred percent Federal monies) to consultant salaries and fringe benefits. States unable to meet this target must provide a written explanation of why they cannot meet this targeted goal, and seek National Office approval.

b. Minimum Staffing. Projects are expected to maintain the minimum staffing levels outlined in this directive. States are funded to support at least four professional FTEs; two full-time safety specialists and two full-time industrial hygienists or their equivalents must be included in each plan. All of the State's 21(d) consultants must be employed at least fifty percent of their time in the Consultation Program and must spend at least fifty percent of their time engaged in consultation activity. States should note that a failure to maintain minimum staffing levels will impact the performance criteria in the funding formula. Projects needing to deviate from this minimum must provide a written explanation and seek approval from the National Office.

3. 23(g) Requirements

a. Matching Funds. States will generally be funded, initially, at the prior year's level. States that were unable to match the full amount available to them in the previous fiscal year, may submit their current year's request at that level, if they will be able to match those funds during the current year. Funds unmatched in the previous fiscal year that remain unmatched in the current fiscal year will be permanently redistributed during the final grant award process.

b. Lapsed Funds. States that have been previously identified as having a multi-year history of lapsing funds at grant closeout and that have identified an amount to be deobligated in FY 2005 will have the opportunity to reclaim these funds in the FY 2006 grant process. If the funds are not reclaimed, then one-half will be permanently redistributed to other States in accordance with the Funding Formula at the time of final FY 2006 grant awards. States

have until the FY 2007 grant process to reclaim the remaining half of those funds.

c. 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 may use grant funds for this purpose, but there are no additional Federal grant funds available for this purpose. 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 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 of such alternative or supplemental systems.

d. Program Categories. All costs on the Application for Federal Assistance (SF 424A) can be identified under two budget categories, Administration and Program, based on the State's actual organizational structure. (A third category must be added where one hundred percent State funds are used.) States may, however, continue to use the previously required nine categories (general administration; safety inspections; health inspections; on-site consultation and other voluntary programs; training and education; standards; management information systems; laboratories; and review process and non-discrimination), if that better reflects the State's actual organizational structure. Although the financial information for fringe benefits, travel, supplies, construction, total direct charges, indirect charges, and total object categories is not required to be shown on the Supportive Cost Break-Out Listing, it must be provided on the SF-424A.

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

f. Salt Lake Technical Center (SLTC). States wishing to use the SLTC services for all their industrial hygiene sample analysis in FY 2006 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. States should include sufficient funds in their grant application to cover payment for sample analysis whether on an ongoing basis through an MOA or on an occasional use basis.

EXHIBITS

Appendix A

Exhibit I	-	Cooperative Agreement for OSHA Consultation under Sections 21(c) and 21(d) of the Occupational Safety and Health Act of 1970
Exhibit 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	-	Cooperative Agreement (Form OSHA 110)
Exhibit IIIb	-	Grant Agreement (Form OSHA 110)
Exhibit IV	-	Application for Federal Assistance (SF-424) and Budget Information – Non Construction Programs (SF-424A)
Exhibit V	-	Financial Guidelines

Appendix B

Exhibit I	-	Projected Program Activities – 21(d) Consultation
Exhibit II	-	Equipment Inventory – 21(d) Consultation
Exhibit III	-	Equipment Procurement Listing – 21(d) Consultation
Exhibit IV	-	Annual Training Plan – 21(d) Consultation
Exhibit V	-	Accompanied Visit Plan – 21(d) Consultation
Exhibit VI	-	Sample Personnel Break-out Chart – 23(g)/21(d)
Exhibit VII	-	Supporting Details of Anticipated Costs – 21(d) Consultation (format) - Part A: Consultation
Exhibit VIII	-	Supporting Details of Anticipated Costs – 21(d) Consultation (format) - Part B: Administration
Exhibit IX	-	Tables for Performance Plan
Exhibit X	-	Memorandum of Agreement (Salt Lake Technical Center)

Appendix C

Exhibit I	-	OSHA State Plan States 23(g) Operational Grants and 21(d) Consultation FY 2005 Final Base Award Levels Funding Chart

Appendix A – Exhibit I

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

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

I. <u>AUTHORITY AND PARTIES TO AGREEMENT</u>.

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. <u>AGREEMENT TERMS</u>.

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

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

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

- ☐ Application for Federal Assistance (SF-424)
- ☐ Budget Information--Non-Construction Programs (SF-424A)
- ☐ Certifications, Assurances, Lobbying Restrictions, and OSHA Restrictions and Conditions
- ☐ Cooperative Agreement (Form OSHA 110)
- ☐ Performance Projections
- ☐ Annual Training Plan
- ☐ Accompanied Visit Plan
- ☐ Supporting Details of Anticipated Costs

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

III. PURPOSE AND SCOPE.

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

(1) Identifying any safety and health hazards in their workplaces.

(2) Controlling or eliminating these hazards successfully.

(3) Establishing or improving a workplace safety and health program.

(4) Understanding all requirements of applicable Federal (or State) law and implementing regulations.

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

IV. REIMBURSEMENT.

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

V. ALLOCATION OF COSTS

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

A. **Consultation**. Consultation costs consist of all direct costs associated with the immediate delivery of consultative services to employers and employees. Costs include but are not limited to: the salaries and fringe benefits of consultation staff engaged in promotion, scheduling, visit preparation, hazard identification, program assistance, training and education, 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.) 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 consultation program and all indirect costs. These costs include but are not limited to: the salaries and fringe benefits of personnel engaged in executive, fiscal, data collection, personnel, legal, audit, procurement, data processing, communications, maintenance and similar functions; and related materials, supplies, equipment and staff training. They also include the administration portion of total ADP costs. (ADP costs should be distributed between consultation and administration in the proportion to which ADP services support each function.) Additional administrative costs extend to the salaries and fringe benefits of direct program management positions such as project directors, program monitors and program review officers; and costs of direct clerical support to these positions. 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.

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	Consultation	Administration
Positions Covered	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.
Personnel	Salaries for positions listed in Consultation: Positions covered. 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.	Salaries for positions listed in Administration: Positions covered. 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.
Fringe Benefits	Fringe Benefits for positions listed in Consultation: Positions covered. 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.	Fringe benefits for positions listed in Administration: Positions covered. 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.

	Consultation	Administration
Certification Costs: *Contact Henry Payne at Payne.Henry@dol.gov with questions regarding certification.*	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.	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.
	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.	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.
	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.	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.
	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.	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.
	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.	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.

	Consultation	Administration
Travel	Travel for positions listed in Consultation: Positions covered. Costs shall include travel required to conduct promotional visits, on-site consultation visits, off-site assistance, travel to OTI courses, regional and national Consultation 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. Attendance at professional development conferences such as Voluntary Protection Program Participant's 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. 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. See Administration for the Annual Consultation Conference.	Travel for positions listed in Administration: Positions covered and for all personnel conducting accompanied visits. Costs shall include travel required to attend safety and health conferences (subject to the restrictions in V.A.3., above), regional and national consultation meetings and professional development/training courses. Appropriate supporting details for out-of-state travel (per diem, airfare, registration fees, miscellaneous, etc.) 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. Attendance at the Annual Consultation Conference is required for all Project Managers, and to the extent that funds are available for the safety health supervisors and senior consultants. The conference is considered required Federal travel and, therefore, may be funded with 100% Federal funds. The cost of travel for all participants to the Annual Consultation Conference must be charged to administration.

	Consultation	Administration
Equipment	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. All equipment so defined shall be listed in the Approved Consultation Equipment Procurement Listing.	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. All equipment so defined shall be listed in the Approved Consultation Equipment Procurement Listing.
Supplies	Includes the costs of all tangible consultant technical property and materials other than equipment as defined above. Please itemize and describe all supply costs.	Includes the costs of all tangible office property and desk-top materials other than equipment as defined in this section. Please itemize and describe all supply costs.
Contracts	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.	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.).
Other	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 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.	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 consultation program by administrative staff.
Total Direct Charges	The total of all of the costs for Consultation.	The total of all of the costs for Administration.

VI. SPECIAL PROVISIONS.

A. A listing of approved positions is contained in **Appendix B – Exhibit VI**, Staffing Chart for this agreement. Key personnel include project managers, supervisors, and consultants. Any changes in these positions must be approved by the Regional Administrator.

B. Microcomputer equipment (hardware and software), regardless of unit cost, requires the written prior approval of DCSP and must be listed in **Appendix B – Exhibit III**, Consultation Equipment Procurement Listing.

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

D. Unless a State having a Plan approved under Section 18 of the Act has designated a State agency/facility for this purpose, the laboratory designated by OSHA to provide analysis of samples for all projects shall be:

Wisconsin Occupational Health Laboratory
2601 Agriculture Drive
Madison, WI 53718
Telephone 608-224-6210
Fax 608-224-6213
Contact: Mr. Terry Burk

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

1. *Cost Principles for State and Local Governments*
(OMB Circular A-87)

2. *Cost Principles for Educational Institutions*
(OMB Circular A-21)

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

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

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

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

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

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

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

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

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

H. It is agreed that OSHA may unilaterally modify this agreement whenever necessary to conform to new regulations, new applications, or official interpretations of DOL or OMB regulations.

VII. ADDITIONAL SPECIAL PROVISIONS.

The following special provisions are added to this agreement.

A. Approval of this agreement is contingent upon Congressional action on the Department of Labor's appropriation for FY 2006.

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

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

D. Where appropriate, restrictions to the agreement may be added by the Assistant Secretary to ensure that the recipient fully complies with specific terms and conditions of the Cooperative Agreement, DOL administrative requirements set forth at 29 CFR Parts 95 and 97 (Institutions of Higher Education), or provisions set forth in 29 CFR 1908. When an agreement is approved subject to the inclusion of one or more restrictions, it is hereby understood by the recipient that such approval is granted contingent upon meeting the conditions specified within the prescribed timeframe.

E. Recipients shall prepare their agreement packages for the maximum amount they can match within the authorized amount. If a recipient is unable to match the authorized award, the award amount will be reduced to reflect the amount the recipient is able to

match. These reductions will carryover into subsequent years. Additionally, cost-of-living increases will be based on executed award amounts, not proposed funding levels.

OPTIONAL INSERT(S) TO THE COOPERATIVE AGREEMENT

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

Two provisions pertain to Items VI.C. and D. of the agreement:

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

Scope of transfer:
Agency name:
Address:
Telephone number: ( )
Contact person:

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

Agency name:
Address:
Telephone number: ( ) _____
Contact person:
Estimated number of samples:

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	**TITLE**
APPLICANT ORGANIZATION	**DATE SUBMITTED**

Appendix A – Exhibit 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: 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-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

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

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

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Lobbying Certification

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

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants) and that all sub-recipients shall certify and disclose accordingly.

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

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

(1) This is to certify that we are____/are not____ an IRS 501(c)(4) entity.

(2) As an IRS (501(c)(4) entity, we have____/have not____ engaged in lobbying activities.

21(d) OSHA Restrictions and Conditions

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

1. Takes responsibility for encouraging employers to request consultative assistance and shall publicize the availability of its consultative service and the scope of the service that will be provided.

2. Explains to employers that the employer receiving consultation services remains under statutory obligation to provide safe and healthful working conditions to their employees.

3. Explains to employers that no referrals will be made to 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 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.

9. Retains the right to confer with employees during an on-site visit. .

10. During the opening conference, explains the relationship between consultation and enforcement and also explains the employer's obligation to protect employees if certain hazardous conditions are identified.

11. Focuses onsite activity primarily on those areas, conditions, or hazards within the requested scope of the visit.

12. During on-site activity, advises the employer of the 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 exposusre to a hazard that in the best judgment of the consultant, s that poses 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. Informs the employer that the employer's failure to correct an identified serious hazard within the established time frame (or extension of the timeframe) results in notification of the appropriate OSHA enforcement authority.

17. Prepares and sends to the employer a written report containing substantive findings or recommendations.

18. Preserves the confidentiality of information pertaining to trade secrets that may have been obtained during an on-site visit.

19. Conducts consultative activity independently of any OSHA enforcement activity.

20. Does not provide to OSHA the identity of, or files pertaining to, employers requesting consultation services for any compliance inspection or scheduling activity, except in cases where the employer has failed to eliminate an imminent danger, failed to correct or eliminate a serious hazard, or the employer has elected to participate in SHARP or a cooperative program that permits a deferral from enforcement inspections.

21. Assures that on-site consultation visits already in progress have priority over OSHA compliance inspections except in the case of imminent dangers, fatality/catastrophe investigations, complaint investigations, or other investigations deemed critical by the Assistant Secretary.

22. Terminates on-site visits for imminent dangers, fatality/catastrophe investigations, complaint investigations, or other investigations deemed critical by the Assistant Secretary.

23. Does not conduct on-site consultation visits while OSHA enforcement inspections are in progress. On-site consultation shall only take place with regard to those citation items which have become final orders.

24. Explains to the employer that requirements pertaining to "serious" hazards apply

equally to “other than serious” hazards for participation in SHARP.

25. Uses consultants who are employees of the State and are qualified under State requirements for employment in the field of occupational safety and health.

26. Applies minimum requirements for consultants that include the ability to recognize hazards and assess employee exposure and risk, knowledge of OSHA standards, knowledge of hazard correction techniques and practices, knowledge of workplace safety and health program requirements, skill in effective written and oral communication, and any additional degrees or experience required by the Assistant Secretary.

27. Maintains an organized system for monitoring the performance of consultants.

28. Submits narrative reports and compiles and submits data such as IMIS that is needed for monitoring and evaluation purposes, as required, to the Regional Administrator.

29. Agrees to pay OSHA for mainframe processing services provided through the Integrated Management Information System (IMIS), based on quarterly bills. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.

30. State recipients who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications) and to pay OSHA for certain services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, and annual user fees for remote access. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt no later than September 15th. Any adjustments between actual and estimates will be made in the first quarter of the following fiscal year, as necessary.) Any state participating in the OSHANet may be required to have a signed Memorandum of Agreement on file.

31. State recipients not participating in OSHANet agree 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 that will be used to connect (locally or remotely) to or provide information to OSHA. Desktop or laptop computers and software that will be used to access OSHA systems including the CSHO and Consultation PC Applications, etc., must meet the minimum OSHA specifications. Specifications will be posted under the Help Desk on the Limited Access Page.

32. Will not expend any 21(d) or matching state funds from this agreement to fund activities or provide services to farms with ten or fewer employees where there has been no temporary labor camp in the previous twelve months. (Only state plan states may conduct visits on these farms, provided that 100% state funds are used, and the state has an accounting system in place to assure that no section 21(d) or matching funds are expended on these activities.)

33. Will not expend any 21(d) or matching State funds from this agreement to fund the purchase of equipment and or to support programmatic efforts under the jurisdiction of and/or funded by another Federal agency.

34. Will ensure that any funding provided by another Federal agency related to safety and health training and/or equipment will not undermine 21(d) consultation activity.

35. States are encouraged to promote safety or health professional certification by a nationally recognized accrediting organization of their employees. State Plan Grant/Cooperative Agreement funds may be used to pay for the costs associated with a professional certification preparation course and the examination, including travel and per diem. No section 23(g)/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 grant/cooperative agreement.

36. No 23(g)/21(d) or matching State funds may be expended for annual maintenance fees associated with maintaining professional certifications.

23(g) OSHA RESTRICTIONS AND CONDITIONS

A number of restrictions and conditions are applicable to all grantees and are made a part of these assurances and certifications by the Occupational Safety and Health Administration (OSHA). These include program elements mandated by the Occupational Safety and Health Act of 1970 as amended and implementing regulations that are not addressed through other available monitoring and reporting mechanisms, and a number of other restrictions:

1. The grantee assures that the following mandated program elements are and will continue to be implemented in accordance with all statutory and regulatory requirements: (1) prohibition against advance notice of inspection; (2) employee access to hazard and exposure information; (3) safeguards to protect an employer's trade secrets; (4) employer recordkeeping; (5) legal procedures for compulsory process and right of entry; (6) posting of employee protections and rights; (7) right of an employee representative to participate in walk-around; (8) right of an employee to review a decision not to inspect (following a complaint) and; (9) voluntary compliance programs.

2. The grantee agrees to pay OSHA for mainframe processing services and telecommunication services provided through the Integrated Management Information System (IMIS), based on quarterly bills. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.

3. State recipients who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications) and to pay OSHA for certain services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, and annual user fees for remote access. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt no later than September 15th. Any adjustments between actual and estimates will be made in the first quarter of the following fiscal year, as necessary.) Any state participating in the OSHANet may be required to have a signed Memorandum of Agreement on file.

4. State recipients not participating in OSHANet are encouraged to consult with the Directorate of Information Technology prior to expending Federal or State matching funds for the purchase of any data processing/computer equipment or software that will be used to connect (locally or remotely) to or provide information to OSHA. Desktop or laptop computers and software that will be used to access OSHA systems including the CSHO and Consultation PC Applications, etc., must meet the minimum OSHA specifications. Specifications will be posted under the Help Desk on the Limited Access Page.

5. Non-OSHANet Use of the Standalone CSHO Applications: Desktops and laptops that are used by non-OSHANet State Plans for the standalone CSHO applications must meet OSHA's minimum specifications and use Windows XP Professional operating system. Although the Windows 98 version of the standalone application will continue to run, no further releases or upgrades will be made, and Microsoft itself will discontinue support of Windows 98 as of September 30, 2004.

6. No section 23(g) grant or matching State funds may be expended for the purchase of internal peripherals in conjunction with the NCR equipment without prior approval from the Directorate of Information Technology.

7. No section 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, 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 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 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 of such alternative or supplemental systems.

8. No section 23(g) grant or matching State funds may be expended for programs coming within the jurisdiction of and/or funded by another Federal agency, whether or not the federal program is administered by the designated State plan agency.

9. OSHA reserves the right to transfer title to equipment acquired under this agreement with a unit cost of $5,000 or more.

10. The grantee agrees to pay OSHA for industrial hygiene sample analysis services provided by the Salt Lake Technical Center (SLTC) laboratory. Any State using the SLTC as its primary analytical laboratory must have a signed Memorandum of Agreement on file. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.

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

12. States are encouraged to promote safety or health professional certification by a nationally recognized accrediting organization of their employees. State Plan Grant/Cooperative Agreement funds may be used to pay for the costs associated with a professional certification preparation course and the examination, including travel and per diem. No section 23(g)/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 grant/cooperative agreement.

13. No 23(g)/21(d) or matching State funds may be expended for annual maintenance fees associated with maintaining professional certifications.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	**TITLE**
APPLICANT ORGANIZATION	**DATE SUBMITTED**

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

Appendix A – Exhibit IIb
(For use by Connecticut, Kentucky, New Jersey, New York, Puerto Rico, Virgin Islands and Washington)

23(g) Assurances and Certifications
Non-Construction Programs

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age

Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and section 188 of the Workforce Investment Act of 1998 (P.L. 105-220), as it relates to the prohibition against national origin discrimination for persons with limited English proficiency (pursuant to Executive Order 13166 issued August 11, 2000); (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

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

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

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

12. Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order

(EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

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

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

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

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

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

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

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

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--

(1) Abide by the terms of the statement; and
(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Lobbying Certification

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

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants) and that all sub-recipients shall certify and disclose accordingly.

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

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

(1) This is to certify that we are____/are not____ an IRS 501(c)(4) entity.

(2) As an IRS 501(c)(4) entity, we have____/have not____ engaged in lobbying activities.

23(g) OSHA RESTRICTIONS AND CONDITIONS

A number of restrictions and conditions are applicable to all grantees and are made a part of these assurances and certifications by the Occupational Safety and Health Administration (OSHA). These include program elements mandated by the Occupational Safety and Health Act of 1970 as amended and implementing regulations that are not addressed through other available monitoring and reporting mechanisms, and a number of other restrictions:

1. The grantee assures that the following mandated program elements are and will continue to be implemented in accordance with all statutory and regulatory requirements: (1) prohibition against advance notice of inspection; (2) employee access to hazard and exposure information; (3) safeguards to protect an employer's trade secrets; (4) employer recordkeeping; (5) legal procedures for compulsory process and right of entry; (6) posting of employee protections and rights; (7) right of an employee representative to participate in walk-around; (8) Right of an employee to review a decision not to inspect (following a complaint) and; (9) voluntary compliance programs.

2. The grantee agrees to pay OSHA for mainframe processing services and telecommunication services provided through the Integrated Management Information System (IMIS), based on quarterly bills. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.

3. State recipients who participate in OSHANet agree to adhere to all requirements for such participation (including hardware and software specifications) and to pay OSHA for certain services provided, including telecommunication charges, an annual service fee for operation and maintenance costs, and annual user fees for remote access. (For items billed quarterly, the fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt no later than September 15th. Any adjustments between actual and estimates will be made in the first quarter of the following fiscal year, as necessary.) Any state participating in the OSHANet may be required to have a signed Memorandum of Agreement on file.

4. State recipients not participating in OSHANet are encouraged to consult with the Directorate of Information Technology prior to expending federal or state matching funds for the purchase of any data processing/computer equipment or software that will be used to connect (locally or remotely) to or provide information to OSHA. Desktop or laptop computers and software that will be used to access OSHA systems including the CSHO and Consultation PC Applications, etc., must meet the minimum OSHA specifications. Specifications will be posted under the Help Desk on the Limited Access Page.

5. Non-OSHANet Use of the Standalone CSHO Applications: Desktops and laptops that are used by <u>non-OSHANet</u> State Plans for the standalone CSHO

applications must meet OSHA's minimum specifications and use Windows XP Professional operating system. Although the Windows 98 version of the standalone application may continue to run, no further releases or upgrades will be made, and Microsoft itself will discontinue support of Windows 98 as of September 30, 2004.

6. No section 23(g) grant or matching State funds may be expended for the purchase of internal peripherals in conjunction with the NCR equipment without prior approval from the Directorate of Information Technology.

7. No section 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, 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 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 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 of such alternative or supplemental systems.

8. No section 23(g) grant or matching State funds may be expended for programs coming within the jurisdiction of and/or funded by another Federal agency, whether or not the Federal program is administered by the designated State plan agency.

9. OSHA reserves the right to transfer title to equipment acquired under this agreement with a unit cost of $5,000 or more.

10. The grantee agrees to pay OSHA for industrial hygiene sample analysis services provided by the Salt Lake Technical Center (SLTC) laboratory. Any State using the SLTC as its primary analytical laboratory must have a signed Memorandum of Agreement on file. The fourth quarter payment will be based on an estimated bill. All bills must be paid upon receipt but no later than September 15th. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year, as necessary.

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

12. States are encouraged to promote safety or health professional certification by a nationally recognized accrediting organization of their employees. State Plan Grant/Cooperative Agreement funds may be used to pay for the costs associated

with a professional certification preparation course and the examination, including travel and per diem. No section 23(g)/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 grant/cooperative agreement.

13. No 23(g)/21(d) or matching State funds may be expended for annual maintenance fees associated with maintaining professional certifications.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	**TITLE**
APPLICANT ORGANIZATION	**DATE SUBMITTED**

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

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

COOPERATIVE AGREEMENT

OSHA 21(d) CONSULTATION PROGRAM

(1) Page 1 of 1

Region: _____

State: _____

Grantee: _____

Grant Number: E9F6-_____

Starting Date: October 1, 2005
Ending Date: September 30, 2006

(2) Recipient

Name:

Address:

_____
Recipient Liaison Representative

_____
Area Code and Telephone Number

(3) U.S. Department of Labor

_____
OSHA Liaison Representative

_____
Area Code and Telephone Number

(4) Authorized under P.L. 105-197, under Section 21(d)

		Percent Total Funds (Nearest 0.1%)
1. Federal Base Award Amount:	_____	____.____%
2. 100% Federal Funds for Travel and Training: (Please include in line 1)	_____	
3. Total Recipient Share:	_____	____.____%
4. Recipient 100% Funding: (Please include in line 3)	_____	
5. Total State and Federal Funds Allocated to This Agreement (Line 1 plus Line 3)	_____	

Terms and Conditions of the Cooperative Agreement
This **COOPERATIVE AGREEMENT** consists of the entire application,
Including all attachments, exhibits, enclosures, etc.

(5) Recipient Approval

Signature Date

_____
Type Name and Title

(6) Federal Approval

Signature Date

David C. Zeigler, Director
Administrative Programs

Form OSHA 110
Revised February 2001

Appendix A – Exhibit IIIb

U.S. DEPARTMENT OF LABOR
Occupational Safety and Health Administration

GRANT AGREEMENT

OSHA 23(g) OPERATIONAL PROGRAM

(1) Region: _____

State: _____

Grantee: _____

Grant Number: 60F6-00

Starting Date: October 1, 2005

Ending Date: September 30, 2006

(2) Recipient

Name:

Address:

_____

Recipient Liaison Representative

_____

Area Code and Telephone Number

(3) U.S. Department of Labor

_____

OSHA Liaison Representative

_____

Area Code and Telephone Number

(4) Authority for Grant: P.L. 91-596, under Section 23(g)

		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)	_____	

Terms and Conditions of the Grant:
This GRANT AGREEMENT consists of the entire grant application,
including all attachments, exhibits, enclosures, etc.

(5) Recipient Approval

Signature Date

_____

Type Name and Title

(6) Federal Approval

David C. Zeigler, Director
Administrative Programs

Date

Form OSHA 110

APPENDIX A – Exhibit IV

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

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

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

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

Appendix A – Exhibit V
Financial Guidelines

Administrative Requirements

The administrative requirements for the State plan 23(g) grants and the 21(d) Consultation Cooperative Agreements are contained in the *Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments* (OMB Circular A-102) that has been codified in the Code of Federal Regulations for the Department of Labor – 29 CFR 97. The website is: http://www.dol.gov/dol/allcfr/Title_29/Part_97/toc.htm.

Cost Principles

The cost principles applicable to the 21(d) Consultation Cooperative Agreements and 23(g) grants are in OMB Circular A-87, *Cost Principles for State and Local Governments* (Website: http://www.whitehouse.gov/omb/circulars/a087/a087-all.html).

Financial Reports

The following financial reports are required.

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

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

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

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

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

APPENDIX B – Exhibit I
Projected Program Activities – 21(d) Consultation
Year One

Area of Emphasis	Total Visits[1]		Combined Totals By Goal	Recognition[2]		Exemption[3]		Recognition and Exemption[4] (Equivalent to SHARP)		Pre-Recognition and Exemption Programs	Other Non-Visit Related Activities[5]
	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											

---

[1]Enter the total number of visits to include initial, training and assistance, and follow-up.
[2]Enter the number of projected new and renewal Recognition only sites separately in this column.
[3]Enter the number of projected new and renewal Exemption only sites separately in this column.
[4]Enter the number of projected new and renewal Exemption and Recognition only sites separately in this column. (Equivalent to SHARP)
[5]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 I
Projected Program Activities – 21(d) Consultation
Year Two

Area of Emphasis	Total Visits[1]		Combined Totals By Goal	Recognition[2]		Exemption[3]		Recognition and Exemption[4] (Equivalent to SHARP)		Pre-Recognition and Exemption Programs	Other Non-Visit Related Activities[5]
	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											

---

[1]Enter the total number of visits to include initial, training and assistance, and follow-up.
[2]Enter the number of projected new and renewal Recognition only sites separately in this column.
[3]Enter the number of projected new and renewal Exemption only sites separately in this column.
[4]Enter the number of projected new and renewal Exemption and Recognition only sites separately in this column. (Equivalent to SHARP)
[5]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 II
EQUIPMENT INVENTORY – 21(d) Consultation

A complete and current equipment inventory is required of each Consultation Project. 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.

Only a list of changes (deletions and additions) to the initial equipment inventory submitted in FY 2005 is required in the FY 2006 Agreement package.

APPENDIX B – Exhibit III

EQUIPMENT PROCUREMENT LISTING – 21(d) Consultation

FY 2006

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)	**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***.

APPENDIX B – Exhibit IV
ANNUAL TRAINING PLAN – 21(d) Consultation
State:_____ **FY 2006** **Date: _____**

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

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

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

APPENDIX B – Exhibit V

Accompanied Visit Plan FY 2006 – 21(d) 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

Sample Chart of Break-out of Personnel – 23(g) and 21(d)

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

* Include all allocated positions in which more than 50% of the time is spent conducting inspections.

** Expressed in allocated FTEs based on percentage of time allocated to grant/agreement.

*** Consultants spending less than 50% of their time conducting 21(d) visits should be funded by the state and included in the column for 100% State Funded Staff.

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

Appendix B - Exhibit VII

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

PART A: CONSULTATION

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

Position	Type[1]	Status[2]	Cond.[3]	Location	% Time 21(d)	Salary

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

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

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

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

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

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

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

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

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

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

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

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

---

[1] S—TS—S/S—H—TH—H/S—SEC

[2] Encumbered/Vacant

[3] Previously Approved/New

APPENDIX B – Exhibit VIII
SUPPORTING DETAILS OF ANTICIPATED COSTS – 21(d) (format)

PART B: ADMINISTRATION

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

Position	Type[1]	Status[2]	Cond.[3]	Location	% Time 21(d)	Salary

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**_____

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[1] MGT – SEC

[2] Encumbered/Vacant

[3] Previously Approved/New

Appendix B – Exhibit IX
Tables for Performance Plan

Part I: Program Activity Projections	Safety Year One	Safety Year Two	Health Year One	Health Year Two
Private Sector Inspections				
Public Sector Inspections				
Public Sector Consultation Visits				
Private Sector Consultation Visits, if applicable				

	Year One	Year Two
VPP Participants – general industry	New_____ Total_____	New_____ Total_____
VPP Participants – construction	New_____ Total_____	New_____ Total_____
VPP Participants – public sector	New_____ Total_____	New_____ Total_____
Cooperative Programs *	New_____ Total_____	New_____ Total_____
SHARP Participants	New_____ Total_____	New_____ Total_____
Outreach Participants**	New_____ Total_____	New_____ Total_____

Part II: Performance Goals

Strategic Goal #	
Performance Goal #	
Year One Performance Goal #	
Year Two Performance Goal #	
Strategy	
Performance Indicator(s) (including activity, intermediate outcome, and primary outcome measures)	
Data Source(s)	
Baseline	
Comment	
Strategic Goal #	
Performance Goal #	
Year One Performance Goal #	
Year Two Performance Goal #	
Strategy	
Performance Indicator(s) (including activity, intermediate outcome, and primary outcome measures)	
Data Source(s)	
Baseline	
Comment	

Strategic Goal #	
Performance Goal #	
Year One Performance Goal #	
Year Two Performance Goal #	
Strategy	
Performance Indicator(s) (including activity, intermediate outcome, and primary outcome measures)	
Data Source(s)	
Baseline	
Comment	

* Cooperative Programs: Programs similar to OSHA's Partnerships and Alliances and other State programs for joint efforts by employers, employees, other groups.

** Outreach Participants: Trainees/participants in formal training, workshops, seminars, speeches, conferences, informal worksite training, etc.

Appendix B – Exhibit X

Memorandum of Agreement

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

between the [name of State Plan agency]

and

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

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

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

1. Terms of Agreement

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

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

2. 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
-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, 2006. Any adjustments between actuals and estimates will be made in the first quarter of the following fiscal year.

B. The **[State Plan agency]** anticipates a sample workload of approximately **# samples** per year and will pay the U.S. Department of Labor, Occupational Safety and Health Administration, for all services provided upon receipt of billings, but no later than September 15, 2006. 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.

3. 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
OSHA - USDOL
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
OSHA-DOL
200 Constitution Ave., NW, Room N-3419
Washington, DC 20210
Phone: (202) 693-2111
E-mail: digan.jim@dol.gov

(d) 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.

(e) Period of Agreement

This agreement is entered into for the period **October 1, 2005 through September 30, 2006**, and may/will be renewed annually thereafter, on a fiscal year basis.

_____ Signed _____, 2005
David C. Zeigler, Director, Administrative Programs
Occupational Safety and Health Administration
U.S. Department of Labor

_____ Signed _____, 2005
Authorized State Representative
State Plan agency

Appendix C – Exhibit I

OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION
STATE PLAN STATES - 23(g) OPERATIONAL GRANTS
and
21(d) CONSULTATION
FY 2005 FINAL BASE AWARD LEVELS

STATE	23(g) FY 2005 State Plan Final Base Award Level	21(d) FY 2005 Consultation Final Base Award Level
Alaska	$1,356,000	$627,000
Arizona	$1,813,000	$709,000
California	$22,942,000	$5,161,000
Connecticut (PEO)	$558,000	-----
Hawaii	$1,646,000	$460,000
Indiana	$2,736,000	$759,000
Iowa	$1,571,000	$604,000
Kentucky	$3,274,000	-----
Maryland	$3,884,000	$867,000
Michigan	$9,830,000	$1,614,000
Minnesota	$3,846,000	$942,000
Nevada	$1,089,000	$587,000
New Jersey (PEO)	$1,836,000	-----
New Mexico	$782,000	$493,000
New York (PEO)	$3,100,000	-----
North Carolina	$5,119,000	$1,304,000
Oregon	$5,062,000	$326,000
Puerto Rico	$2,402,000	-----
South Carolina	$1,765,000	$760,000
Tennessee	$3,251,000	$884,000
Utah	$1,260,000	$464,000
Vermont	$685,000	$393,000
Virgin Islands (PEO)	$201,000	-----
Virginia	$3,272,000	$993,000
Washington	$6,847,000	-----
Wyoming	$467,000	$422,000