OSHA DIRECTION

Occupational Safety and Health Administration

DIRECTIVE NUMBER: DIR 02-04 (STP 2) | **EFFECTIVE DATE:** August 15, 2002

SUBJECT: Fiscal Year 2003 Combined Application for 23(g) Grants and 21(d) Consultation Cooperative Agreements

ABSTRACT

Purpose: This Direction establishes a streamlined (combined) application process and contains instructions for submission of Federal financial applications by States that operate both section 23(g) State plans and section 21(d) consultation projects.

Scope: This Direction applies to States that operate both section 23(g) State plans and section 21(d) consultation projects and elect to submit combined 23(g)-21(d) applications for fiscal year 2003 funding.

Expiration Date: This Direction expires on September 30, 2003

Action Offices: National Office, Regional Offices and States

State Impact: This Direction does not require a Federal Program Change for State Plans

Originating Office: Directorate of Federal-State Operations

Contact: E. Tyna Coles at 202-693-2213 or John D. Smith at 202-693-2244
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Washington, DC 20210

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

I. Purpose. This Direction establishes a streamlined (combined) application process and contains instructions for submission of Federal financial applications by States that operate both 23(g) State plans and 21(d) consultation projects. States may elect to submit a combined 23(g)-21(d) FY 2003 funding application which includes a single performance plan reflecting the integrated nature of both programs. Although separate financial documents are still required, they can be included in one application package as detailed in this direction. A pilot program testing these procedures was completed successfully in FY 2002.

II. Scope. This Direction applies to States that operate both section 23(g) State plans and section 21(d) consultation projects and elect to submit combined 23(g)-21(d) applications for fiscal year 2003 funding. It does not apply to State plans which do not elect to submit a combined application in FY 2003 or which provide private-sector on-site consultation only through their 23(g) State plans. It also does not apply to 21(d) consultation projects in Federal enforcement States.

State plan States operating 21(d) consultation programs which elect to submit separate funding applications and performance plans must continue to follow individual instructions applicable to each of those programs. States selecting this option continue to support the state strategic plan within the 21 (d) application. Instructions for the 21(d) cooperative agreement applications are contained in DIR 02-03 (TED 3-0), FY 2003 Consultation Cooperative Agreement Application. General instructions for 23(g) grant preparation are contained in chapter 5 of OSHA Instruction STP 2-0.22B, and additional information is provided in the July 5, 2002, memorandum to Regional Administrators and State Designees, Subject: Submission of FY 2003 23(g) Grant Applications.

States operating their private sector consultation programs under their State plans with 23(g) funding must continue to follow the instructions contained in OSHA Instruction STP 2-0.22B and the July 5, 2002, memorandum on submission of FY 2003 23(g) Grant Applications.

III. Expiration Date. This Direction expires on September 30, 2003.

IV. Action Information.

A. Responsible Office. Directorate of Federal State Operations, Offices of Cooperative Programs and State Programs.

B. Action Offices.

1. National Office.

- The Division of Grants Management is responsible for reviewing financial documents and awarding monies.

- The Division of Consultation and the Office of State Programs must jointly review all components of the combined 23(g) grant application and 21(d) cooperative agreement application as detailed in this Direction.

2. Regional Offices. Regional Offices must coordinate with State plans within their jurisdiction and provide assistance to the State programs and the Consultation Projects electing to submit combined FY 2003 funding applications.

3. States. State plan States submitting combined 23(g) and 21(d) FY 2003 funding applications must follow the instructions detailed in this Direction.

V. Federal Program Change. This Direction does not require a Federal Program Change for State Plans.

VI. Major Changes.

A. State plan States operating 21(d) consultation programs may now submit a combined State Annual Performance Plan (See Appendix B) detailing both 23 (g) and 21(d) program activities with the required financial documents for each program.

B. The "Projected Consultation Visits" form has been renamed "Projected Program Activities." Several new columns have been added including one for information that is normally captured on OSHA Form 66. This form is found in Appendix B, Part 2.

C. The General Accounting Office (GAO) has instructed OSHA to revise the Consultation funding formula to include performance criteria for new money. A group of state and federal personnel met on this issue and is preparing recommendations for senior management. A white paper discussing revisions to the funding formula along with the new criteria and how it will affect FY 2003 funding will be distributed during the summer.

VII. Strategic Plans. Chapter 5, Paragraphs E and F, of OSHA Instruction STP 2-0.22B describe OSHA's policies and procedures for review of State 5- year strategic plans and for submitting required change documentation. As provided in STP-2.0.22B, major changes to State strategic plans must be negotiated with, agreed to, and recommended for approval by the Regional Administrator.

VIII. Combined 23(g)-21(d) Application -- Annual Performance Plan. The Annual Performance Plan consists of a brief narrative section covering program information and two tabular sections covering annual performance goals and projected 21(d) consultation activities, as described below. The Annual Performance Plans must describe the specific activities the State will perform to accomplish its performance goals during FY 2003 and must be aligned with the State's 5-year strategic plan. Any major deviations from the State's FY

2002 Annual Performance Plan need to be described and explained in the FY 2003 Annual Performance Plan. For OSHA Performance Tracking and Measurement System (OPTMS) participants, instructions on updating coding to reflect the State's FY 2003 Annual Performance Plan will be issued as a separate memorandum. Each Annual Performance Plan must include the following elements:

A. Program Information.

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

2. Profile of the State Agency. Total number of allocated staff and break-out of compliance and consultation staff, expressed in full-time equivalents (FTEs). (See the Sample Chart of Break-out of Personnel, Appendix A.) Also include an organizational chart.

   - State Demographic Profile. Number of employers, by major Standard Industrial Classification (SIC) Division and number of covered employees, by major SIC Division.

   - Identification of Covered Issues. List those issues that the State's OSH program covers and those that it does not. If the State program covers all issues, it should state so.

3. Statement of Compliance or Non-compliance with Appropriations Riders

4. Mandated Activities. Because activities mandated under the OSH Act (for example, inspections, citations, and employee rights) are considered core elements of an effective occupational safety and health program, they should be tied to achievement of the State's strategic goals. The Annual Performance Plan should discuss the performance of mandated activities as strategic tools wherever appropriate to achieve the goals. For example, standards, inspections, and citations are among the tools which could be used to achieve the strategic goal of reducing injuries and illnesses.

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

   - Prohibition against advance notice

   - Employee access to hazard and exposure information

   - Safeguards to protect an employer's trade secrets

   - Employer recordkeeping

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

5. 21(d) Internal Quality Assurance Program. If a 21(d) Consultation Project has made any significant changes to its Internal Quality Assurance program, those changes must be described in detail.

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

1. Establish objective and measurable annual performance goals to be achieved by the State during the program year.

2. Identify the performance indicators (including activity, intermediate outcome, and primary outcome measures) that will be used to assess progress toward achievement of the State's performance goals during that program year.

3. Succinctly and completely describe the enforcement and compliance assistance strategies and activities (including private and public sector consultation) that will be applied to accomplish the annual performance goal. Provide projections of the numbers of inspections and onsite consultation visits, where applicable.

The annual performance goals should be presented in the format in Appendix B, Part 1. When enforcement and consultation share a performance goal, the strategy, indicator, data source, and baseline should clearly describe an differences in monitoring and measurement.

C. Projected 21(d) Consultation Program Activities: In addition to discussing 21(d) Consultation activities as they relate to each performance goal above, the total numbers of projected 21(d) activities must be provided in the format in Appendix B, Part 2.

IX. Combined 23(g)-21(d) Application -- Financial Documents. The 21(d) financial documents are located in Appendix C. The 23(g) financial documents are located in Appendix D. Each appendix contains the assurances and certifications specific to its program funding source, and both must be submitted.

A. 21(d) Financial Documents. The Cooperative Agreement (Form OSHA 110) and the Application for Federal Assistance (SF-424 and SF-424A) must be prepared using the FY 2002 base funding level. See Appendix E for funding levels. Any increase for FY 2003 funding for the program will be awarded through the amendment process.

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

1. Funding Levels. All amounts entered in the Cooperative Agreement (Form OSHA 110), the Application for Federal Assistance (SF 424), and the related worksheet must be based on the FY 2002 authorized award levels. See Appendix E for funding levels.

2. Administrative Cap. OSHA will continue the current 25 percent ceiling limitation on administrative costs. This limitation requires that no more than 25 percent of the 90 percent federal/10 percent recipient costs (including 100 percent federal monies) may be budgeted for administrative costs.

3. Salary Target. Each state must devote a minimum of 50 percent of its 90 percent federal/10 percent recipient funds (including 100 percent federal monies) to consultant salaries and fringe benefits. States unable to meet this target must provide an explanation of why they failed to meet their targeted goals.

4. Minimum Staffing. At least four professional FTEs—two full-time safety specialists and two full-time industrial hygienists or their equivalents—must be included in each state's 21 (d) personnel plan. All of the state's 21(d) consultants must be employed at least 50% of their time in the Consultation Program and must spend at least 50% of their time engaged in consultation activity. Projects needing to deviate from this minimum must seek approval from the National Office.

6. OSHA Restrictions and Conditions. The State official with signature authority must sign the assurances and certifications, lobbying certification ,

and OSHA-specific restrictions and conditions.

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

Initial FY 2003 23(g) grant agreement documents should be prepared at the FY 2002 final base award level (see Appendix F for funding levels). Those States that were unable to match the full amount available to them in FY 2002 may submit their FY 2003 request at that level if they will be able to match those funds in FY 2003. Unmatched funds in FY 2002 that remain unmatched in FY 2003 will be permanently redistributed during the final FY 2003 grant award process.

All costs on the Application for Federal Assistance (SF 424A) can be identified under two budget categories, Administration and Program based on the State's actual organizational structure. (A third category must be added where 100% State funds are used.) States may, however, continue to use the previously required nine categories (general administration; safety inspections; health inspections; on-site consultation & other voluntary programs; training & education; standards; management information systems; laboratories; and review process & non-discrimination), if that better reflects the State's actual organizational structure. Although the financial information for fringe benefits, travel, supplies, construction, total direct charges, indirect charges, and total object categories is not required to be shown on the Supportive Cost Break-Out Listing, it must be provided on the SF 424A.

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

2. Administrative Cap. The 25 percent ceiling on administrative costs remains in effect. Administrative costs include the cost of all management staff above first-line supervisors as well as the indirect costs charged to the grant. No more than 25 percent of the total 50/50 grant funding may be budgeted for administrative costs without an approved justification.

3. Program Income. States which are collecting fees associated with grant activities should report the estimated amount of income expected to be generated from the grant on line 7 of the SF 424A. States should include a narrative description of the program income, including the nature and source

of the income in the grant application. The program income may be reflected as part of the State's matching funds contribution. Also, States must report program income on the SF269 – Financial Status Report submitted each quarter. For more information on program income, please refer to OMB Circular A102 – Section 2e.

4. Salt Lake Technical Center (SLTC). States wishing to use the SLTC services for industrial hygiene sample analysis in FY 2003 will need to submit a Memorandum of Agreement (MOA) with their FY 2003 grant application package. The MOA (See Appendix H) is available for download from the State Plans' section of the OSHA Limited Access Page and must be modified to include State-specific information. As indicated in an April 3, 2002, memorandum, States without MOAs may send samples to SLTC on a periodic, as-need basis. States should include sufficient funds in their grant application to cover reimbursement for sample analysis.

5. Telecommunication Costs for Specific States. In FY 2002, OSHA absorbed all OSHANET-related telecommunication costs. This will continue in FY2003.

6. Computer Purchases. States should plan for the regular replacement of IT equipment so that they continue to support all required systems. Appendix G contains the current specifications for OSHA-purchased PCs and replacements for the OSHANET NT/Mail Server, for State use in preparing the Grant Application. Assuming an expected 3 to 4 year life cycle, States should use these as ***minimum*** specifications for all new computers purchased using 23(g) funds. States participating in the OSHANET are strongly encouraged to upgrade their PCs and OSHANET NT Mail/Servers in coordination with OSHA's replenishment schedule to assure that there will be no performance or compatibility issues. All State Information Technology equipment and system modifications must be coordinated with the Directorate of Information Technology in advance.

X. National Office Responsibilities. The National Office is responsible for reviewing and approving the combined 23(g)-21(d) application, and verifying that the application meets all required financial, operational and policy requirements.

A. Directorate of Federal-State Operations. Consultation and State Program staff are responsible for conducting concurrent reviews of the Annual Performance Plans with Regional Office staff. In addition, Consultation staff are responsible for reviewing Consultation Agreement applications with Regional Office staff, and State Program staff are responsible for reviewing 23(g) grant applications with Regional Office staff.

B. Directorate of Administrative Programs. Grants Management staff are responsible for conducting concurrent reviews of applications with Regional Offices and for reviewing financial documents for accuracy, posting funding

award levels in the Payment Management System, and transmitting the award letters to each recipient.

XI. Regional Administrator's Responsibilities. Throughout the application and review process, the Regional Administrator remains the point of contact with the State(s). The Regional Administrator is responsible for submitting an information copy of each combined 23(g)-21(d) State application to the Office of Grants Management immediately upon receipt from the State and for reviewing the application concurrently with the National Office. By August 16, 2002, the Regional Administrator must submit a transmittal memorandum for each State application, reflecting recommendations for approval or disapproval of the application, annual performance plan and, if appropriate, changes to the 5-year strategic plan. The transmittal package must include two copies of the combined 23(g)-21(d) application with original signatures, where required, on the financial documents. In addition, the transmittal memorandum must reflect the Region's assessment of any unresolved issues in the application and note any questionable items along with specific suggested language for any restrictions which should be placed on the financial award, if an appropriate State response is not received prior to processing in the National Office. Regions are urged to resolve all issues prior to submission so that the application may be approved expeditiously. The National Office package must be forwarded to the attention of:

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

XII. State Program and Consultation Project Managers' Responsibilities. Office of Management and Budget (OMB) Circulars A-102 and A-110 require that financial awards be made at least 10 days prior to the beginning of their grant or agreement periods. States are responsible for coordinating with their Regional Administrator to agree on a schedule which will allow submission of the combined 23(g)-21(d) application to the National office by August 16, 2002.

Application Checklist

The completed application package must contain:

- The combined FY 2003 Annual Performance Plan
- 21(d) financial documents
- 23(g) financial documents

Appendix A
Sample Chart of Break-out of Personnel

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

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

** Expressed in allocated FTEs.

*** Include both allocated administrative and program positions

Appendix B
Tables for Annual Performance Plan

Appendix B, Part 1: Annual Performance Goals

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

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

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

[Repeat as needed.]

Appendix B, Part 2: Projected 21(d) Consultation Program Activities

Annual Performance Goal#	Projected Activities									
	Initial Visits		Training & Assistance Visits		Follow-Up Visits		SHARP[1]	Inspection Deferral[2]	Other Non-Visit Related Activities[3]	Combined Totals by Goal
	Safety	Health	Safety	Health	Safety	Health				
Performance Goal #x										
Performance Goal #y										
Performance Goal #z										
Performance Goal #xx										
Performance Goal #yy										
Local Emphasis Program										
Other Visits										
Total by Safety or Health										
Combined Safety and Health Activities										

1. Enter the number of projected new SHARP sites (or state plan equivalents) and renewals in this column.

2. Enter the number of projected new Inspection Deferrals only.

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

Appendix C

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

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

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

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

I. AUTHORITY AND PARTIES TO AGREEMENT.

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

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

II. AGREEMENT TERMS.

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

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

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

- Application for Federal Assistance (SF-424)
- Budget Information--Non-Construction Programs (SF-424A)
- Certifications, Assurances, Lobbying Restrictions, and OSHA Restrictions and Conditions
- Cooperative Agreement (Form OSHA-110)
- Approved Consultation Equipment Procurement Listing
- Performance Projections
- Annual Training Plan
- Accompanied Visit Plan

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

III. PURPOSE AND SCOPE.

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

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

(2) Controlling or eliminating these hazards successfully.

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

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

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

IV. REIMBURSEMENT.

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

V. ALLOCATION OF COSTS.

In order to ensure uniformity and comparability among agreement submissions, Consultation and Administration costs shall be determined and set forth as follows:

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

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

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

(2) ***Fringe Benefits*** shall include the costs of benefits for personnel identified in Part A: Consultation as safety consultant (S), safety consultant trainee (TS), safety supervisor

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

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

Attendance at professional development conferences such as VPPPA, AIHA, ASSE, and NSC is 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.

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

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

(6) ***Contracts*** shall include the costs of contracts with all sources, whether non-state government or state government sources, for the provision of services associated with consultant field activities (e.g., occupational health consultation, laboratory sample

analysis in states having a Plan approved under Section 18 of the Act, and consultant health monitoring and medical examinations). The detail for laboratory sample analysis costs shall include the number of samples projected for the fiscal year.

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

(8) ***Total Direct Charges*** shall consist of the total of the above costs (Items 1. - 7.) for Consultation.

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

(1) ***Personnel*** shall include the salaries of positions identified in Part B: Administration as management (MGT) and direct clerical support (SEC) to these positions. For management personnel who also serve as consultants and/or consultant supervisors, salary costs must be distributed between Administration and Consultation in proportion to the percentage of time spent in performing (1) program management, (2) consultant duties, and/or (3) supervision of consultants.

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

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

out-of-state travel to courses and/or locations other than those proposed must be approved in writing by the Regional Administrator prior to the actual travel.

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

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

(5) ***Supplies*** shall include the costs of all tangible office property and desk-top materials other than equipment as defined in this section. List supply costs by major category.

(6) ***Contracts*** shall include the costs of contracts with all sources, whether non-state government or state government sources, for the provision of administrative support services (e.g., service contracts for maintenance of office equipment, leasing of photocopiers, fiscal services, etc.).

(7) ***Other*** shall include non-travel costs of required or approved training for management personnel (limited to tuition fees, registration fees, textbooks, course materials, etc.) and costs of all other miscellaneous administrative items which are not allocated above. These costs include but are not limited to: the proportion of rent, utilities, communications, data processing, postage, freight, etc. associated with the management of the consultation program by administrative staff.

(8) ***Total Direct Charges*** shall consist of the total of the above costs (Items 1. through 7.) for Administration.

VI. <u>SPECIAL PROVISIONS</u>.

A. A listing of approved positions is contained in the FY 2002 Supporting Details of Anticipated Costs of this agreement. Key personnel include project managers, supervisors, and consultants. Any changes in these positions must be approved by the Regional Administrator.

B. Microcomputer equipment (hardware and software), regardless of unit cost, requires the written prior approval of FSO and must be listed in the Approved Consultation Equipment Procurement Listing (Part II, Section B).

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

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

Wisconsin Occupational Health Laboratory
2601 Agriculture Drive
Madison, WI 53718

Telephone 800-446-0403
Fax 608-224-6213
Contact: Mr. Terry Burk

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

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

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

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

1. **Department of Health and Human Services - Payment Management System Federal Cash Transactions Report (PSC 272, PSC 272 A through E)** is due in the Regional Office 30 days after the end of each federal fiscal quarter. Only signed copies of the report will be accepted and the data submitted *should reflect exactly what is being reported to the Department of Health and Human Services*.

2. **Financial Status Report (SF-269)** is due in the Regional Office 30 days after the end of each federal fiscal quarter.

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

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

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

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

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

G. Unless different instructions are provided by the Director of FSO or through the OSHA Directives system, all reports required under this agreement, and all requests for agreement

modification, shall be delivered (or mailed) to the Regional Administrator.

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

VII. ADDITIONAL SPECIAL PROVISIONS.

The following special provisions are added to this agreement.

A. Approval of this agreement depends upon Congressional action on the Department of Labor's appropriation for FY 2003.

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

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

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

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

OPTIONAL INSERT(S) TO THE COOPERATIVE AGREEMENT

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

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

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

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

B. As a State having a Plan approved under Section 18 of the Act, _____ designates the

following State laboratory to provide analysis of samples:

1. Agency name: _____
2. Address: _____
3. Telephone number: ( ) _____
4. Contact person: _____
5. Estimated number of samples: _____

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

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

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

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

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

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

Assurances and Certifications
Non-Construction Programs

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

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

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

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

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

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

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

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and section 188 of the Workforce Investment Act of 1998 (P.L. 105-220), as it relates to the prohibition against national origin discrimination for persons with limited English proficiency (pursuant to Executive Order 13166 issued August 11, 2000); (j) any other nondiscrimination provisions in the specific statute(s) under which

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

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

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

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

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

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

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

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

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

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

16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7

U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

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

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

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

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

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

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

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

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

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

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

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

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

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph

(d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

Lobbying Certification

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

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

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

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

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

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

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

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

OSHA Restrictions and Conditions

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

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

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

3. Explains to employers that no referrals will be made to enforcement unless the employer fails to eliminate a serious hazard identified by a consultant.

4. Explains to the employer the requirements for participation in the Safety and Health Achievement Recognition Program (SHARP).

5. Assigns priority in scheduling to requests from businesses with the most hazardous operations, with primary attention to smaller businesses. Preference is given to the smaller businesses that are in higher hazard industries or that have the most hazardous conditions at issue in the request.

6. Prepares appropriately for visits.

7. Conducts an initial onsite visit consisting of an opening conference, an examination of those aspects of the employer's safety and health program that relate to the scope of the visit, a walk through the workplace, and a closing conference.

8. Retains the right to confer with employees during an onsite visit. .

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

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

11. During onsite activity, advises the employer of the employer's obligations and responsibilities under applicable Federal or State law and implementing regulations.

12. When identifying hazards, indicates to the employer, using the consultant's best judgement, whether the situation would be classified as a "serious" or "other-than-serious" hazard.

13. Informs the employer that the employer is obligated to take immediate action to eliminate employee exposure to a hazard that, in the best judgement of the consultant, poses an imminent danger.

14. Establishes a time frame for the correction of each hazard identified during onsite activity.

15. Informs the employer that the employer's failure to abate an identified hazard within the established time frame (or extension of the timeframe) results in notification of the appropriate OSHA enforcement authority.

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

17. Preserves the confidentiality of information pertaining to trade secrets that may have been obtained during an onsite visit.

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

19. Does not provide to OSHA the identity of, or files pertaining to, employers requesting consultation services for any compliance inspection or scheduling activity, except in cases where the employer has failed to abate a hazard or the employer has elected to participate in the Safety and Health Achievement Recognition Program.

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

21. Terminates onsite visits for imminent dangers, fatality/catastrophe investigations, complaint investigations, or other investigations deemed critical by the Assistant Secretary.

22. Does not conduct onsite consultation visits while OSHA enforcement inspections are in progress.

23. Explains to the employer that a condition of participation in the Safety and Health Achievement Recognition Program is that requirements pertaining to "serious" hazards apply equally to "other-than-serious" hazards.

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

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

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

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

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

29. Provides a List of Hazards to every employer who receives a hazard survey and instructs the employer that they must post the List of Hazards for three days or until the hazard is corrected, whichever is longer.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Equipment Inventory

A complete and current equipment inventory is required of each consultation project. The inventory should include information on 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 2002 is required in the FY 2003 agreement package.

Federal Catalog # 17.504 Date: _____

OSHA Consultation Programs State: _____

FY 2003 APPROVED CONSULTATION

EQUIPMENT PROCUREMENT LISTING

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

Item Description (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*.

ANNUAL TRAINING PLAN
FY 2003

Date: _____
State:_____

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 FSO Director.

FY 2003 Accompanied Visit Plan

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

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

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

These forms are available on the Internet at http://www.whitehouse.gov/omb/grants/index.html#forms.

Cooperative Agreement (Form OSHA-110)

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: E9F3-_____

Starting Date: October 1, 2002
Ending Date: September 30, 2003

(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)	_____	**100.00%**

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

_____
Type Name and Title

Form OSHA 110
Revised February 2001

Appendix D
23(g) Financial Documents

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

For the OSHA Form 110 for State plans, use the “Grant Agreement – Form 110 FY 2003" from the Limited Access Page.

ASSURANCES and CERTIFICATIONS
Non-Construction Programs

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

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

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

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

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

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

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

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; © Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and section 188 of the Workforce Investment Act of 1998 (P.L. 105-220), as it relates to the prohibition against national origin discrimination for persons with limited English proficiency (pursuant to Executive Order 13166 issued August 11, 2000); (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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

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

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

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

11. Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; © 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© of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

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

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

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

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

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

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of June 30, 1997.

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

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

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

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

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

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

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

Lobbying Certification

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

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

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

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

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

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

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

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

OSHA RESTRICTIONS AND CONDITIONS (Revised June 2001)

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

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

(b) The grantee agrees to reimburse OSHA for mainframe processing services provided through the Integrated Management Information System (IMIS).

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

(d) No section 23(g) grant or matching state funds may be expended for the development or operation of a substitute/alternate IMIS system unless it provides all data required by OSHA and the OSHA IMIS, in an acceptable electronic format. Any State developing an “Optional” (Option 2 or 3) system as part of the IMIS Redesign must continue to provide all required data, in the required format, during the development and implementation of such State system.

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

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

(g) The grantee agrees to reimburse 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.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

APPENDIX E

FY 2003 Initial Base Awards for 21(d) Consultation

**** Special Projects funds are not included in the base awards. States whose base award will change as a result of Special Projects will be notified later this summer.**

Recipient	Region	FY 2003 Base Award		Recipient	Region	FY 2003 Base Award
Connecticut	1	$944,000		Arkansas	6	$939,000
Maine	1	$434,000		Louisiana	6	$737,000
Massachusetts	1	$1,207,000		New Mexico	6	$474,000
New Hampshire	1	$400,000		Oklahoma	6	$956,000
Rhode Island	1	$422,000		Texas	6	$2,386,480
Vermont	1	$379,000		Iowa	7	$551,000
New Jersey	2	$1,747,000		Kansas	7	$530,000
New York	2	$3,393,000		Missouri	7	$784,000
Delaware	3	$411,000		Nebraska	7	$455,000
District of Columbia	3	$434,000		Colorado State U	8	$821,000
Maryland	3	$852,000		Montana	8	$403,000
Pennsylvania, IU	3	$1,497,000		North Dakota	8	$395,000
Virginia	3	$966,000		South Dakota	8	$395,000
West Virginia	3	$440,000		Utah	8	$451,000
Alabama University	4	$983,000		Wyoming	8	$402,000
Florida	4	$1,638,000		Arizona	9	$619,000
Georgia Tech	4	$1,148,000		California	9	$4,918,000
Mississippi State U	4	$541,000		Hawaii	9	$444,000
North Carolina	4	$1,088,000		Nevada	9	$559,000
South Carolina	4	$722,000		Guam	9	$223,000
Tennessee	4	$822,000		Alaska	10	$597,000
Alabama Training	4	$132,000		Idaho, Boise State U	10	$447,000
Illinois	5	$1,761,000		Oregon	10	$292,000
Indiana	5	$731,000				
Michigan	5	$1,537,000		****Unallocated**		**$2,101,520**
Minnesota	5	$778,000		**TOTAL**		**$51,021,000**
Ohio	5	$1,486,000				
Wisconsin Health	5	$931,000				
Wisconsin Labor	5	$687,000				
Wisconsin Laboratory	5	$1,764,000				

Appendix F
FY 2003 Funding Levels for State Programs
Occupational Safety and Health Administration State Plan States - 23(G) Operational Grants

STATE PLAN	FY 2003 Initial Award Level
Alaska	$1,332,000
Arizona	$1,718,000
California	$22,147,000
Connecticut (PEO)	$545,000
Hawaii	$1,613,000
Indiana	$2,690,000
Iowa	$1,734,000
Kentucky	$3,200,000
Maryland	$3,917,000
Michigan	$9,618,000
Minnesota	$3,708,000
Nevada	$1,042,000
New Jersey (PEO)	$1,799,000
New Mexico	$747,000
New York (PEO)	$3,030,000
North Carolina	$4,920,000
Oregon	$4,962,000
Puerto Rico	$2,351,000
South Carolina	$2,155,000
Tennessee	$3,118,000
Utah	$1,252,000
Vermont	$670,000
Virgin Islands	$319,000
Virginia	$3,561,000
Washington	$6,707,000
Wyoming	$457,000
TOTAL	$89,312,000
Unmatched Funds	$435,000
TOTAL APPROPRIATION	$89,747,000

Appendix G

Specifications for New PCs and Mail Servers

New PCs:

800MHz CPU w/fan
KX-133 chipset
200 MHz Front-side Bus
192MB PC133 SDRAM memory expandable to 768MB
5 PCI and 1 AGP slots
Quantum Fireball 20GB Ultra ATA Hard Disk Drive, 8.9ms seek time, 5400rpm.
TEAC 3.5" 1.44MB Internal Floppy Disk Drive
Toshiba SDM1302 8X DVD/40X CD
LG Electronics 24X/4X/4X Read-writeable CD-ROM drive model CED-8042B
ATI Xpert 128 AGP video card with 16 MB SGRAM
3COM 3C905C-TX 10/100 BaseT Network Card
Integrated Creative Labs Sound Blaster PCI128
Cyber Acoustics CA15
Microsoft Intellimouse with wheel and PS/2 interface & mousepad
Microsoft PS2 Internet Ready keyboard
Mid-Tower Chassis
Three 5.25" external drive bays, two 3.5" external drive bays, one 3.5" internal drive bay
250 watt ATX power supply
17" SVGA monitor .27mm dot pitch, 1280x1024 NI
Windows 98
2 serial, 1 parallel, 1 PS/2 mouse, 1 PS/2 keyboard and 2 USB ports
User's manual
Three year mail-in/mail-back (MI/MB) (parts and labor) warranty

Mail Servers:

Components	**Minimum Specifications**
System	Third Tier
Chassis Style	Tower
Operating System	None installed
Processors	Two (2) Intel 600MHZ Pentium III, 256K cache
Power Supply	Two (2) Redundant Hot Swap
Memory	256 MB
Memory Expansion	up to 4GB
Keyboard	Windows SpaceSaver
Mouse	Microsoft Mouse
Monitor	17" display
Network Card	PCI 10/100 Ethernet LAN Controller
Primary Controller	PCI RAID controller, dual channel, 64MB
Total Card Slots	Two (2) 64-bit; Four (4) 32-bit
Hard Drives	Three (3) 18GB 7200RPM Hot Swap
Hard Drive Configuration	RAID 5
Total Hard Drive Bays	Six (6) Hot Swap
Diskette Drive	1.44MB Diskette Drive
CD-ROM Drive	IDE CD-ROM
Tape Backup Drive	40/70GB internal SCSI DLT tape
Warranty	3-year Next Day On-Site Parts and Labor

Appendix H
Memorandum of Agreement

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

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

I. Terms of Agreement

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

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

II. Cost and Reimbursement.

A. The SLTC laboratory will provide these laboratory services at a cost of **$143** per sample analyzed. This will include all related activity including expert technical advice and consultation and testimony, as mutually agreed appropriate. Quarterly accountings of numbers of samples analyzed for the State will be provided together with a bill requesting reimbursement.

B. The [State Plan agency] anticipates a sample workload of approximately **# samples** per year and will reimburse the U.S. Department of Labor, Occupational Safety and Health Administration, for all services provided within a reasonable timeframe of receipt of billings. The [State Plan agency] will include sufficient funds for these expenses in its annual State Plan grant application and will reimburse 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 reimbursement for at least the estimated number of samples.

III. CONTACTS

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

The OSHA contact for SLTC is:

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

The OSHA contact for reimbursement coordination 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: jim.digan@osha.gov

IV. Other Services

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

V. Period of Agreement

This agreement is entered into for the period **October 1, 2002 through September 30, 2003**, and may/will be renewed annually thereafter, on a fiscal year basis.

_____ Signed _____,2002

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

_____ Signed _____, 2002

Authorized State Representative
State Plan agency