

I. ADMINISTRATIVE REQUIREMENTS – REVISED

A. INTRODUCTION

The Bureau of Labor Statistics (BLS) is the Federal agency responsible for carrying out the responsibilities of the Secretary of Labor under Section 24 of the Occupational Safety and Health Act of 1970. Since 1971, the BLS has had cooperative arrangements with States to collect occupational injury and illness data. This statistical program now extends to about 50 political jurisdictions, including the District of Columbia, Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

B. AUTHORIZING LEGISLATION

The Occupational Safety and Health Statistics (OSHS) program is authorized by the Occupational Safety and Health Act of 1970. Specifically, Section 24(a) of the Act authorizes the collection, compilation, and analysis of occupational safety and health statistics. Section 24(b)(2) authorizes the Secretary to make grants to States or political subdivisions thereof to assist them in developing and administering programs dealing with occupational safety and health statistics. Section 24(c) limits the Federal share of the grants authorized under Section 24(b) to an amount up to 50 percent of the State's total cost. Section 24(d) authorizes the Secretary to accept the services and facilities of State agencies or political subdivisions with or without reimbursement.

The BLS is using the cooperative agreement as the vehicle for funding the OSHS program because of the Bureau's ongoing involvement in the program, pursuant to the Federal Grant and Cooperative Agreement Act of 1977 (31 USC 6301-08). For purposes of brevity, however, the term "grant" is often used synonymously for "cooperative agreement."

C. ELIGIBLE APPLICANTS

Eligible applicants are State agencies or political subdivisions thereof. Throughout this document, these agencies will be referred to as "State Grant Agencies" or "SGAs."

D. REGULATIONS AND REFERENCE DOCUMENTS

The BLS-OSHS program is administered in accordance with the following:

1. Title 29 Part 93 of the Code of Federal Regulations (hereinafter cited as 29 CFR 93), New Restrictions on Lobbying;
2. Title 2 Part 2900 of the Code of Federal Regulations (hereinafter cited as 2 CFR 2900), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
3. Title 2 Part 200 of the Code of Federal Regulations (hereinafter cited as 2 CFR 200), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
4. Title 29 Part 98 of the Code of Federal Regulations (hereinafter cited as 29 CFR 98) and 2 CFR Chapter 1, part 180, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).

BLS administrative directives provide instructions and guidelines for implementing regulatory requirements in the areas of reporting, monitoring, procurement, closeout and audit, property management, cash management, and other administrative and financial management functions that specifically apply to the OSHS program.

E. PROGRAM FUNDING

All Federal funding is subject to the enactment of a Department of Labor appropriation (or other action, such as a continuing resolution). The OSHS cooperative agreements are often negotiated and executed prior to the enactment of the appropriation. Since they are based on the President's budget, which may be more or less than the final appropriation, the BLS reserves the right to renegotiate the grant amount, if the appropriation differs from the President's budget.

The Federal financial assistance awarded under this Agreement is available for obligation by a SGA during the Federal fiscal year beginning October 1 and ending September 30, unless, under rare circumstances, an extension of the Agreement period is specifically approved by the BLS.

F. CASH MANAGEMENT

Cash advances to qualified SGAs will be made under the Department of Health and Human Services Payment Management System (HHS-PMS), an automated clearinghouse system. The BLS is responsible for establishing HHS-PMS accounts for OSHS grantees. The BLS will make withdrawals of funds on behalf of SGAs unable to use the HHS-PMS.

The HHS-PMS is designed to make Federal funds available immediately upon receipt of a request. The amount requested therefore should be based on actual disbursement needs whenever possible, and should be disbursed by the SGA as soon as possible after receipt. (See 2 CFR 200.302) For this purpose, a disbursement is considered to be the time of actual release of checks or transfer of funds electronically by the SGA to the payees.

G. COST GUIDELINES

Allowable costs are determined in accordance with the provisions of 2 CFR 200, Subpart E (Cost Principles). A request for prior approval of certain costs, under the cost principles of 2 CFR 200, Subpart E, may be made by means of a letter from the recipient organization to the BLS.

Indirect costs are defined as all costs incurred for a common or joint purpose benefiting more than one cost objective, and not readily assigned to the cost objectives specifically benefited, without effort disproportionate to the results achieved. The process for allocating indirect costs charged to Department of Labor grants and contracts must be approved by the Department of Health and Human Services (DHHS) or, the DOL Office of Acquisition Integrity. Any State that uses an indirect cost rate, regardless of the cost allocation methodology employed, must obtain approval of its indirect cost rate annually from the DOL Division of Cost Determination, within the Office of Acquisition Integrity, or from the cognizant Federal agency approving the rate.

The cost of audits made in accordance with the provisions of 2 CFR 200, Subpart F (Audit Requirements) are allowable charges to Federally-assisted programs. The charges may be considered a direct cost or an allocated indirect cost, determined in accordance with the provisions of 2 CFR 200, Subpart E. Such costs generally may not exceed the percentage that Federal funds expended represent of total funds expended by the recipient during the fiscal year. In the case of the BLS-OSHS agreements, charges would be limited to 50 percent of the OSHS program's prorated share of the cost of conducting the audit. The percentage may be exceeded if the State demonstrates and documents higher actual costs.

For employees whose time charges are levied solely against a single Federal award or cost objective (i.e., any or all of the OSHS data series covered under this cooperative agreement), the State grantee must certify at least semi-annually that the work being charged for relates exclusively to that award. 2 CFR 200.420 through 200.475, provides full guidance regarding this requirement. Note that States with time and

attendance systems that account for employees' time at the project code level on a weekly, bi-weekly, or monthly basis are already in compliance with this requirement.

H. FINANCIAL REPORTING

The SGAs Financial Accounting System must be able to provide the financial information necessary to comply with audit requirements and to complete the SF-425 Federal Financial Report (FFR) and the BLS-OSHS2 Quarterly Financial Report. The FFR is used to report cumulative Federal cash transactions (total cash received and disbursed) and financial status information (Federal expenditures and unobligated balance) for each program. The BLS-OSHS2 Quarterly Financial Report captures both quarterly and cumulative expenditures for each program. The SGA's quarterly and closeout reporting requirements are summarized below.

Quarterly Financial Reporting Requirements

- BLS-OSHS2 – State agencies must submit the BLS-OSHS2 Quarterly Financial Report to the regional office within 30 days after the end of each quarter. The regional office will then enter this information into the DOL eGrants System.
- HHS-PMS FFR Federal Cash Transaction Report – State agencies must complete item 10 (lines a – c) of the FFR each quarter at HHS-PMS within 30 days from the end of the fiscal quarter, after which the system will close until the end of the following fiscal quarter.

Closeout Financial Reporting Requirements

- BLS-OSHS2 – State agencies must submit the BLS-OSHS2 Quarterly Financial Report to the regional office as part of the closeout package.
- Hardcopy FFR – State agencies must complete item 10 (lines d – k) and item 11 (lines a – f) of the FFR annually and submit it to the regional office as part of the closeout package. HHS-PMS does not have the functionality to report all sections of the FFR for the BLS (only item 10 a – c). Therefore, item 10 (lines d – k) and item 11 (lines a – f) of the FFR must be completed on paper and submitted to the appropriate regional office as part of the closeout documentation. A copy of the FFR is included at the end of the Administrative Requirements Section and also can be found here: http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/SF-425.pdf.

I. MONITORING

The BLS will review the financial reports from the SGAs to monitor fund utilization and identify potential over- or under-spending. The primary objectives of financial monitoring are 1) to ensure that program objectives are met; 2) prevent significant imbalances of funds at the end of the fiscal year; and 3) to identify instances where it may be necessary to provide Federal administrative assistance to SGAs.

Pursuant to 2 CFR 200.328(e), the BLS may also conduct periodic on-site reviews to ensure the adequacy of the SGA's financial management systems.

In accordance with 2 CFR 200.328, SGAs are responsible for managing the day-to-day operations of grant-supported activities and monitoring their performance under the agreement to assure compliance with applicable Federal requirements and to assure that performance goals are being met. Also per 2 CFR 200.328(e), the BLS may make site visits as required by program needs.

J. DEOBLIGATION OF UNDERUTILIZED FUNDS

To obtain maximum benefits from the funds available, each grant will be reviewed by the BLS during the third and fourth quarters to determine the status of funds. Funds identified as having the potential for being unused by the end of the fiscal year will be subject to deobligation, but BLS will unilaterally deobligate underutilized funds when the amount and the purpose to which those funds would be re-directed warrant it. Usually, deobligation of funds will be accomplished through a bilateral agreement. Additional instructions applicable to a particular fiscal year will be issued separately. The BLS will work with the SGA to ensure that funding is sufficient to support program operations through the end of the fiscal year before any deobligation action is carried out.

K. PROGRAM VARIANCES

If the SGA does not intend to comply fully with all performance requirements, including financial reporting requirements, for the entire period of the Cooperative Agreement, an explanation of the variance should be developed in cooperation with the BLS regional office. The State agency must also submit a Variance Request Form to the BLS regional office for review before it is sent to the BLS national office for approval. The approved variance should be shown in the appropriate section for the work statement to which it applies. All program variances must be approved by the BLS national office prior to the CA being signed. If the SGA failed during the previous period to meet agreed-upon work requirements but the problem has already been corrected and the SGA expects to meet the requirements in the current year, then no variance is required. However, if the SGA failed to meet the requirements in the previous period, and must do work during the current period to improve performance, then a variance must be developed and included in the Cooperative Agreement, as explained above. An explanation of variance must include the following:

1. Background of the problem;
2. Performance during the previous period, such as the previous survey year for the SOII or the previous fiscal year for financial reporting;
3. Proposed performance; and
4. Milestones that enable the SGA to meet standard deliverables required by the work statements for the OSHS program by the end of the fiscal year.

L. CHANGES TO THE COOPERATIVE AGREEMENT

1. Budget Changes

Budget changes that require SGAs to obtain prior written approval from the BLS include:

- a. Any revision that would result in the need for additional funding; and
- b. Cumulative transfers among cost categories that exceed or are expected to exceed 10 percent of the current total approved program budget, whenever the total funded by the BLS is greater than \$100,000.

2. Programmatic Changes

Programmatic changes that require BLS prior written approval include:

- a. Any revision of the scope or objectives of the Cooperative Agreement;

- b. Any significant deviation from the timetables specified in the manual or technical memoranda; or
 - c. Need to extend the period of availability of funds.
3. Obtaining Prior Approval

A request for prior approval of any budget revision will include the Budget Information Form (BIF), the appropriate page(s) of the program work statement (if applicable), and a narrative justification for the proposed revision, included in the transmittal letter. To obtain written approval from the BLS for programmatic or budget changes to the Cooperative Agreement, the SGA should submit one original and two copies of materials, as follows:

- a. SF-424 reflecting the revision;
- b. SF-424A annotated to reflect the modified budget elements; and
- c. The appropriate page(s) of the work statement annotated to reflect the change to the scope or duration of work originally agreed upon.

Changes must be approved prior to the beginning of the quarter in which they would take effect.

The SGA's request for prior approval must be received at least 30 days before the beginning of the quarter.

4. BLS-Initiated Budget Changes

In the event of legislatively mandated reductions to appropriated funds, necessitating the BLS to reduce the original award amount of the Cooperative Agreement, a modification to the Cooperative Agreement will be executed. The BLS prefers that bilateral modifications be used to effect these budget reductions. However, where a SGA prefers that the BLS initiate and execute a unilateral modification, because, for example, of the workload and time expense involved in obtaining State-required review and signature of bilateral modifications, a unilateral modification will be used, and the BLS will notify the SGA, in writing, of its action. The notification will specifically state what was done on behalf of the SGA.

M. EQUIPMENT

The SGA shall use, manage, and dispose of equipment acquired under the cooperative agreement in accordance with State laws and procedures. Title to equipment purchased with cooperative agreement funds shall vest upon acquisition in the SGA. However, the BLS, per 2 CFR 200.313(a), reserves the right to transfer title to the Federal Government or a third party named by the BLS when such a third party is otherwise eligible under existing statutes. Such transfers are subject to the standards appearing at 2 CFR 200.313(a)(1)-(3). Pursuant to those standards, specifically, 2 CFR 200.313(a)(1), the BLS reserves the right to transfer title of any Automated Data Processing (ADP) equipment, purchased with cooperative agreement funds, upon termination of financial assistance or when the equipment is no longer needed by the SGA. BLS-owned equipment, provided to a SGA, must be used and disposed of according to standards appearing at 2 CFR 200.313(a)(1)-(3). The SGA will maintain an inventory of BLS-owned equipment and respond promptly to BLS requests for information about its location, operating status, and condition.

N. PROCUREMENT

The provisions of 2 CFR 200.317 – 200.326, Procurement Standards, apply to OSHS cooperative agreements.

1. Forms and Survey Material

The State will obtain BLS regional office approval to use the following before final arrangements are made:

- a. All State forms equivalent to Federal forms---survey reporting forms and the prenotification booklet;
- b. State-originated solicitation and prenotification letters to employers;
- c. State-originated survey verification forms and letters; and
- d. State inserts in the prenotification booklet and any other survey instrument.

2. Subcontracting

Substantive program work under the Cooperative Agreement may not be subgranted or contracted by the SGA without prior approval. Substantive program work includes the sampling, data collection, estimation, and validation activities.

O. CLOSEOUTS AND AUDITS

Closeouts and audits shall be performed in accordance with the requirements of 2 CFR 200.343, regarding closeout, and 2 CFR 200, Subpart F (Audit Requirements), regarding the Single Audit Act, and as may be augmented by specific guidance and instructions issued by the BLS.

Prior to the completion date of the Cooperative Agreement, the Grant Officer will send a preliminary closeout notice to all SGAs reminding them of the forms necessary for closeout. The forms to be included in the closeout package are; the Transmittal and Certification Form (TCF); the Quarterly Financial Report (BLS-OSHS2); the Financial Reconciliation Worksheet (FRW); item 10 (lines d – k) and item 11 (lines a – f) of the SF-425 Federal Financial Report (FFR); and the Property Listing (where applicable). The BLS specific forms are included as part of this Cooperative Agreement Application. Closeout packages are due 90 days after the end of the Cooperative Agreement period. SGAs may request an extension to the due date. Such a request must be in writing and sent to the Grant Officer. The Grant Officer will respond in writing to the request. Once the closeout materials are received, the Grant Officer will inform the SGA of any missing reports and inquire about the status of funding for completion of the project. Final closeouts must reflect that there are not any outstanding resources on order or accruals remaining at the time of submission. In addition, cash drawdowns in HHS-PMS should equal total expenses for the fiscal year.

P. RECORDS

1. Retention

Records will be retained in accordance with 2 CFR 200.333 – 200.337, Record Retention and Access. Generally, the SGA will retain all records pertinent to the agreement, including financial records and supporting documents for a period of three years from the date of the final expenditure report. States will retain the hard copy forms (Survey of Occupational Injuries and Illnesses (SOII) and Census of Fatal Occupational Injuries (CFOI) statistical records) from respondents and enter the establishment or

fatality micro-data into BLS computer systems. States shall also retain any electronic version of the forms received through email submission of the SOII or scanned and transmitted by the print vendor. Typically, unless instructed otherwise, States may destroy these electronic and hard copies 30 days after the State's final Case and Demographic estimates have been generated or one year after submitting the final updated CFOI data file for the reference year.

2. Disposal

The BLS State Cooperating Representative (see below) is responsible for ensuring that appropriate precautions are taken in disposing of records after the required retention period to ensure that confidentiality is protected. SGAs may follow their own records disposal policies and procedures, provided they contain safeguards for protecting confidentiality.

Q. CONFIDENTIALITY

1. Federal Guidelines

The majority of data collected by the BLS is provided on a voluntary basis by respondents who have agreed to provide the information for the purpose(s) specified by the BLS. A violation of the confidence that respondents place in the BLS would endanger the Bureau's ability to carry out its duties. The Confidential Information Protection and Statistical Efficiency Act (CIPSEA) of 2002 (Title 5 of Public Law 107-347) safeguards the confidentiality of respondent identifiable information acquired for exclusively statistical purposes under a pledge of confidentiality controlling access to and uses of such information. BLS officers, employees, and agents are subject to CIPSEA and other Federal laws governing confidentiality.

2. Description of Confidential Information

For the purposes of this cooperative agreement "confidential information" includes:

Respondent Identifiable Information (Protected by CIPSEA)

- i. All names, addresses, and other information about an establishment from which data are requested.
- ii. All identifiable respondent submissions.
- iii. Information in administrative files that has been commingled with confidential information, unless it has been separately identified as coming from a public source.
- iv. Disclosure avoidance parameters applied to published data, unless otherwise specified by the BLS.
- v. Any other information in any medium and format that would reasonably disclose the identity by either direct or indirect means of any participant in a statistical program under the auspices of the BLS.

Pre-release Information (Protected by Federal Policies)

- vi. Pre-release information such as official estimates and other official statistical products prior to the official BLS release of the national data.

3. State's Confidentiality Responsibility

- a. The State agency agrees to use respondent identifiable information for statistical purposes only.
- b. The State agency agrees that pre-release information such as official estimates and other statistical products will be accessible only to authorized persons and will not be disclosed or used in an unauthorized manner before the official BLS release of the national data. Authorized persons are State employees designated as "authorized agents" of the BLS (defined in section 4) or State employees that have signed a non-disclosure agreement permitting access to pre-release information.

4. Access to Confidential Information

- a. The State agency agrees to assign BLS State Cooperating Representative(s) for the OSHA program components it undertakes under the cooperative agreement (the SOI and CFI) prior to its execution in accordance with BLS requirements. The BLS State Cooperating Representative will be designated an agent by the BLS and must sign a BLS Agent Agreement each year a cooperative agreement is executed. A copy of this form is included as part of the application materials in Part III.
- b. For the purposes of this cooperative agreement, "authorized agents" are defined as individuals who have been authorized by the BLS to receive access to respondent identifiable information for work on the activities directly covered by this cooperative agreement under the control of the BLS Regional Commissioner or other official who the BLS designates and who have signed a BLS Agent Agreement. A copy of this form is attached at the end of Part III.
- c. State employees may not have access to pre-release information, unless they are designated as "authorized agents" of the BLS (as described in section 4.b.) or they have been approved for access to pre-release information as certified by the BLS State Cooperating Representative. A copy of the certification form is included as part of the application materials in Part III.
- d. The BLS may revoke an agent agreement or revoke an individual's access to pre-release information at any time and without advance notice.
- e. The State agency agrees to administer annual confidentiality training as provided by the BLS to all State employees designated as agents to carry out work under this cooperative agreement.
- f. The State agency agrees to recertify on an annual basis through the BLS State Cooperating Representative that State employees approved for access to only pre-release information have been provided the "Conditions for Handling BLS Pre-Release Information" (included as part of the application materials in Part II) and have indicated their understanding and acceptance of those conditions. State employees approved for access to only pre-release information are not required to take the annual confidentiality training referenced in section 4.e.
- g. The State agency will assure that there will be no access to respondent identifiable information by any person other than an agent designated pursuant to this agreement. Neither the State agency nor any agent designated pursuant to this agreement will use respondent identifiable information for any purpose other than a BLS-approved statistical purpose. The BLS may require the submission of any output(s) produced from respondent identifiable information intended for release or publication for review and approval to ensure adherence to the terms and provisions of this cooperative agreement. The State agency and designated agents will be bound by the determinations of the BLS.

- h. State agencies agree to prohibit remote access to confidential information from offsite locations without prior written approval from the Grant Officer.

5. Data Sharing

- a. The State agency agrees to obtain BLS approval prior to using the respondent identifiable information for any statistical activity not authorized under this cooperative agreement. For activities approved by the BLS, the State agency agrees to enter into a Memorandum of Understanding with the BLS authorizing that work and stating the terms of access to the confidential information.
- b. The State agency agrees not to divulge, publish, reproduce, or otherwise disclose, orally or in writing, the confidential information, in whole or in part, to any individual other than authorized agents or those individuals approved for access to only pre-release information unless the State agency has obtained the approval of the BLS and in the case of respondent identifiable information written consent has been obtained from the respondent prior to disclosure in conformance with BLS policies regarding informed consent procedures.
- c. Upon receipt of any legal, investigatory, or other demand for access to the confidential information in any form, the State agency agrees:
 - i. Not to disclose the confidential information in any form to anyone who is not an authorized agent (in the case of respondent identifiable information), approved individual (in the case of pre-release information), or employee of the BLS.
 - ii. To immediately notify the BLS regional office upon receipt of any demand for access to the confidential information.
 - iii. To refer the demand for confidential information to the BLS to be handled under Federal law.

6. Use of Contractors

- a. The State agency agrees to include adequate and appropriate confidentiality provisions in all contracts awarded, pursuant to this cooperative agreement, and that involve the disclosure of any confidential information orally, in writing, or in any other form, in whole or in part, to the contractor. In particular, provisions from the following list must be included.
- b. Contractor officers and employees must adhere to CIPSEA and all applicable Federal laws regarding the handling of all respondent identifiable information and also must adhere to the BLS confidentiality policy as stated in this cooperative agreement with regard to access to all confidential information;
- c. Access to respondent identifiable information must be limited to contractor officers and employees who have been designated as agents by the BLS to work directly on the contract and who have signed the BLS Agent Agreement and have completed confidentiality training in advance;
- d. Access to pre-release information must be limited to contractor officers and employees who have been designated agents by the BLS or approved for access to only pre-release information as certified by the BLS State Cooperating Representative;

- e. Reliability of personnel;
- f. No subcontracting permitted;
- g. Right of inspection of contractor facilities;
- h. Physically secure work site and computer/communications environment;
- i. Exclusive storage facilities for confidential information;
- j. Immediate notification of the State and the BLS upon discovering: any breach or suspected breach of security; any disclosure of the confidential information not authorized by the contract; or upon receipt of any legal, investigatory, or other demand for access to the confidential information in any form;
- k. Right of termination for failure to comply with security requirements;
- l. Right to review outputs produced from respondent identifiable information prior to release or publication;
- m. Return or destruction of confidential information upon termination of the contract; and
- n. Contractor shall not, by action or inaction, do anything to cause the State to violate the terms of this cooperative agreement.

R. DATA AND COMMUNICATIONS SAFEGUARDS

1. This section of the cooperative agreement has been developed to establish a management agreement between the BLS and State offices. The BLS and State offices, when referred to collectively in this section, will be referred to as the “parties.” The data and communication systems covered in this section are the BLS LAN/WAN system owned by the BLS State-owned personal computers, whether they are provided by the BLS or purchased directly by each State. No computers used for the OSHS program to access OSHS systems or BLS email shall be attached to any State network.
2. This agreement between the parties allows for exchanges of information between State offices using BLS-provided equipment and information systems owned, operated, and processed at the Bureau of Labor Statistics as required or allowed by The Department of Labor Computer Security Handbook (CSH) and The Department of Labor Manual Series-9 as well as other federal statutes, regulations, and policies that may apply.
3. The BLS LAN/WAN and the OSHS computers in the State are connected to one another using VPN connections via DSL, or other mutually acceptable means.
4. The core of the BLS network resides on the ground floor of the Postal Square Building (2 Massachusetts Avenue, NE, Washington, DC); however, it extends to several regional offices, Regional Outstation Collection Center’s (ROCC) and State offices throughout the country.

The State agency office location information is maintained by the BLS regional offices.

5. The parties agree to maintain open lines of communication between designated staff.

The BLS regional office staff will coordinate all communications between the BLS national office and State partners, except for when technical staff needs to communicate directly with one another to resolve security or connectivity issues.

The parties agree to designate and provide contacts to support the management and operation of the OSHS resources.

The BLS point of contact for security or connectivity emergencies is:

LANWAN Support Staff	or	OCWC Help Support Staff
202-691-5950		202-691-6125
LANHELP@bls.gov		OCWCHELP@bls.gov

6. In the event of a disaster, technical staff for the resources experiencing the disaster will immediately notify their designated counterparts, via the BLS regional office contacts, that a disaster has occurred and describe the contingency operations undertaken or to be undertaken to avoid a disruption.
7. The parties agree to provide notification, via the BLS regional office contacts, of any changes in point-of-contact information.
8. Both parties agree to implement safeguards to prevent unauthorized access by electronic or physical means to confidential information.
9. The BLS reserves the right to make unannounced inspections of SGA facilities to determine compliance with confidentiality and security requirements.
10. In the event of grant termination, or at an earlier time if required by the BLS, all confidential information provided to the State agency by the BLS and any documents or other media created by the State agency that contain confidential information must be returned to the BLS or, with BLS permission, be destroyed. The State agency's failure to surrender or destroy such materials promptly or the State agency's conversion of such materials to a use not authorized by this CA may be a violation of 18 USC Section 641.
11. The State agency agrees to notify the BLS regional office immediately upon discovering:
 - a. Any breach or suspected breach of security, or
 - b. Any disclosure of the confidential information not authorized by this cooperative agreement.
12. All OSHS-related electronic communications (email) that contain confidential information will be transmitted using the BLS ("bls.gov") mail server. If email is sent from one BLS-provisioned email account to another BLS-provisioned email account no additional email encryption measures are needed. If email will be transmitted using non-BLS provisioned accounts, users will encrypt the data in an attachment using a FIPS 140-2-validated method. For example, FIPS 140-2 approves as encryption the password protecting of Word or Excel attachments as long as they can be saved with the file extension of .docx or .xlsx. respectively. More information on FIPS 140-2 can be found at <http://csrc.nist.gov/groups/STM>.

S. DATA COLLECTION INTEGRITY

The integrity of the Bureau of Labor Statistics data collection process requires that all survey information be sound, complete, and of the highest possible quality. Data must be obtained from the appropriate official or respondent and the data entries must accurately report data and responses they provided.

This requirement covers all aspects of data collection, reconciliation and processing including, but not limited to, the following: personal visits, telephone collection, telephone clarification, mail, tape reformatting, computer assisted telephone interviews (CATI), computer assisted personal interviews (CAPI), telephone data entry (TDE), voice recognition and computer assisted data collection and processing (CADCAP).

The SGA agrees to acquaint all employees involved in data collection for the OSHS program with the data collection requirements set out above, and to ensure that they understand that the source of the data, the method of data collection, and the data received from respondents must not be deliberately misrepresented.

T. CERTIFICATIONS

1. Debarment, Suspension, and Other Responsibility Matters

29 CFR 98.100(a) states that under the government-wide system for nonprocurement debarment and suspension, any party who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Accordingly, before being awarded funding, each SGA shall certify (as instructed in Part II. Application Instructions) that it is in compliance with the provisions of the Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions. In addition, each SGA shall require participants in lower-tier covered transactions to submit the Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Lower-Tier Covered Transactions [29 CFR 98.510(a) and 29 CFR 98.510(b)].

2. Drug-Free Workplace Requirements

29 CFR 98.630(a) requires that all grantees receiving grants (and cooperative agreements) from any Federal agency certify to that agency that they will maintain a drug-free workplace. Making the required certification is a precondition for receiving a grant from a Federal Agency. Accordingly, before being awarded funding, each SGA shall certify as instructed in Part II. Application Instructions, that it is maintaining or will continue to maintain a drug-free workplace.

3. Lobbying Activities

Pursuant to 29 CFR 93, each applicant for a cooperative agreement, which will be funded at a level in excess of \$100,000, must certify that the applicant will not use the funds awarded under the cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, 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 contract, grant, loan, or cooperative agreement. Making the required certification is a precondition for receiving a grant from a Federal agency. Accordingly, before being awarded funding, each grantee shall certify as instructed in Part II. Application Instructions.

29 CFR 93 also requires that each applicant for a cooperative agreement with a Federal agency file with that agency a disclosure form if the applicant has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited if paid for with appropriated funds.

U. ASSURANCES

The standard assurances that follow specify terms and conditions with which SGAs must comply, as prescribed by 2 CFR 200.206, Standard Form 424B, Standard Assurances. Pursuant to SF-424B, certain assurances (Nos. 7 and 9 through 16 of SF-424B) are not applicable to this Agreement and have been deleted from the list below.

By placing an "X" or check mark in the "Agree to Comply" box next to the requirement concerning the assurances in the Work Statement: General Requirements, the SGA assures and certifies that it will comply with all guidelines and requirements that apply to the application for, and the acceptance and use of Federal funds for this federally-assisted program. Specifically, the SGA assures and certifies that it:

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 USC 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC 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 USC 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 USC 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) Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC 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 USC 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply with the provisions of the Hatch Act (5 USC 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.
8. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR 200, Subpart F (Audit Requirements).
9. Will comply with all applicable requirements of all other Federal laws, executive orders regulations and policies governing this program.

Work Statement

State CA Number

____ OS-____-15-75-J-____

ALL OSHS PROGRAM – ADDENDUM

The requirement below replaces Requirement A, “Administrative Requirements/Assurances” that was included in the original FY 2015 OSHS Cooperative Agreement application.

Agree To
Comply
(Check Box)

A. ADMINISTRATIVE REQUIREMENTS/ASSURANCES

The State Grantee Agency (SGA) shall adhere to all terms and conditions specified in Part I. Administrative Requirements, including the Assurances. By agreeing to comply here, the SGA is relieved of attaching the Assurances (Standard Form 424C) to its application. No variances will be accepted for this requirement.