



# OSHA INSTRUCTION

U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

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**DIRECTIVE NUMBER:** CSP [03-02-002]      **EFFECTIVE DATE:** 2/10/05

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**SUBJECT:** OSHA Strategic Partnership Program for Worker Safety and Health

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## ABSTRACT

- Purpose:** This instruction describes and implements a revised OSHA Strategic Partnership Program for Worker Safety and Health (OSPP) and describes Agency procedures for implementing this program.
- Scope:** OSHA-wide.
- References:** Occupational Safety and Health Act of 1970;  
29 CFR 1960, Basic Program Elements for Federal Employees, OSHA;  
OSHA Safety and Health Program Management Guidelines, FRN  
54:3904-3916, January 26, 1989;  
OSHA Instruction CPL 2.103, Field Inspection Reference Manual (FIRM),  
September 26, 1994;  
Site-Specific Targeting 2004, CPL2 04-02, April 19, 2004;  
Paperwork Reduction Act of 1995 (PRA), P.L. 104-13;  
OSHA Strategic Management Plan 2003 – 2008.
- Cancellations:** This instruction cancels OSHA Directive TED 8-0.2, OSHA Strategic Partnerships for Worker Safety and Health, issued November 13, 1998.
- State Plan Impact:**
- A. This instruction describes a Federal Program Change for which State adoption is not required, however notice of intent is required.
  - B. States adopting a partnership program are encouraged to use the OSPP elements described herein when formulating their partnership program. If a States chooses to develop a partnership program, it should submit a plan change with documentation of the program and identify differences from the Federal program described in this directive.
  - C. In the interest of developing an information base on both State and Federal partnership efforts, State plans are asked to provide a summary description of each partnership they enter into to their Regional

Administrators and to the Directorate of Cooperative and State Programs, Attention: Director, Office of Partnerships and Recognition. OSHA will post these summaries on the partnership website. When an automated data system becomes available, States will be asked to provide more detailed information on partnerships through this system.

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

**Originating Office:** Directorate of Cooperative and State Programs

**Contact:** Office of Partnerships and Recognition  
Directorate of Cooperative and State Programs  
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By and Under the Authority of

John L. Henshaw  
Assistant Secretary

## **Executive Summary**

This instruction describes and implements a revised OSHA Strategic Partnership Program for Worker Safety and Health (OSPP) and sets forth procedures to implement this program. It includes the policies and management of the program, and procedures and guidelines for the development, approval, and operation of individual OSHA Strategic Partnerships (OSPs).

## **Significant Changes**

OSHA has eliminated the two sub-classifications of OSPs, Comprehensive and Limited. The required core elements for OSP agreements are reorganized and now apply to all OSPs. All OSPs must be in writing. OSHA has expanded the options for OSHA verification to include offsite and onsite non-enforcement verification methods as well as onsite enforcement inspections. OSHA has expanded the benefits available to OSP partners. The responsibilities of various OSHA Directorates, Offices, and the Regions are more clearly defined. These include the designation of an OSHA Primary Contact for each OSP. Finally, a new standardized format for the Annual Evaluation Report has been developed to improve the Agency's ability to track and report program results.

This instruction becomes effective 60 days after publication. OSPs established before the effective date of this instruction have up to three years to meet the new guidelines. OSPs established or renewed after the effective date must meet the guidelines at the time of approval or renewal.

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- I. Purpose. The OSHA Strategic Partnership Program (OSPP) for Worker Safety and Health, created by OSHA on November 13, 1998, was designed to broaden the impact of cooperative programs on worker safety and health by reaching out to groups of employers, employees, and labor organizations. Experience has validated the significant value of the OSPP's collaborative approach, generated considerable public interest and support, shown some notable success, but also has revealed the need for certain changes and improvements. Therefore, OSHA is issuing this instruction to update the policy for the development, approval, and operation of individual OSHA Strategic Partnerships (OSPs), as well as provide guidelines for the ongoing management of the overall program.

This instruction states the Agency's general policy for OSPs but does not bind the Agency to approve or disapprove any particular proposed OSP agreement. Nor does it limit the Agency's discretion to enter into cooperative agreements that are not OSPs and do not meet the criteria listed within this instruction. This instruction is intended for the internal management of the government and does not create any rights, obligations, or duties on private parties, nor is it intended to create any right to judicial review.

- II. Scope. This instruction applies OSHA-wide.
- III. Cancellation. This instruction cancels its predecessor, OSHA Directive TED 8-0.2, OSHA Strategic Partnerships for Worker Safety and Health, issued November 13, 1998.
- IV. Significant Changes.
  - A. OSHA has changed its definition of an OSHA Strategic Partnership by eliminating Comprehensive and Limited sub-classifications and streamlined the core elements, which are required for all OSPs. This simplification not only brings greater clarity to the program, but also provides a more flexible structure that will enable OSP developers to craft agreements best suited to meet their specific needs.
  - B. OSHA has expanded the options to verify OSP performance using offsite and onsite non-enforcement verification methods and onsite enforcement inspections.
  - C. New benefits include opportunities for increased good faith penalty reductions; expanded opportunities to delete partners from the Agency's programmed inspection lists, to defer programmed inspections, and to conduct limited scope inspections; and onsite technical assistance to help partners achieve OSP goals. These benefits are tied to partner performance in implementing their responsibilities under the Act.
  - D. To be approved, an OSP must be a written agreement.
  - E. This revision more clearly defines the responsibilities of various OSHA offices involved in the development, operation, and oversight of both individual OSPs

and the overall program.

- F. The office within OSHA that is originating an OSP must designate an OSHA Primary Contact to serve as the point of contact for the OSP.
- G. A new format for the Annual Evaluation Report has been developed to standardize the process and ensure that the OSP data collected is useful and consistent. This data can be analyzed to demonstrate quantitative results of the OSP and evaluate success in meeting goals.
- H. This instruction becomes effective 60 days after publication. OSPs established before the effective date of this instruction have up to three years to comply with the new requirements. OSPs established or renewed after the effective date must be in compliance to be approved or renewed.

V. References.

- A. [Occupational Safety and Health Act of 1970, 29 USC 651.](#)
- B. [Basic Program Elements for Federal Employee Occupational Safety and Health Programs, 29 CFR 1960.](#)
- C. [OSHA Safety and Health Program Management Guidelines, FRN 54:3904-3916, January 26, 1989.](#)
- D. [Field Inspection Reference Manual \(FIRM\), OSHA Instruction CPL 2.103, September 26, 1994.](#)
- E. [Site-Specific Targeting 2004, CPL2 04-02, April 19, 2004.](#)
- F. [Paperwork Reduction Act of 1995 \(PRA\), P.L. 104-13.](#)
- G. [OSHA Strategic Management Plan 2003 – 2008.](#)

VI. Action Required.

- A. Responsible Office. The Directorate of Cooperative and State Programs, through its Office of Partnerships and Recognition, coordinates the development of OSPP policy, manages selected individual OSPs, oversees the overall program, and advises the Assistant Secretary concerning OSPP issues.
- B. Action Offices. All National Office Directorates and Offices, Regional Offices, and Area Offices involved in the design, approval, and implementation of OSPs must adhere to these instructions.
- C. Information Offices. Regional Administrators (RAs) will ensure that the

information contained herein is transmitted to all State Plan Designees and OSHA Consultation Projects.

VII. Federal Program Change.

- A. This instruction describes a Federal Program Change for which State adoption is not required, however notice of intent is required.
- B. States adopting a partnership program are encouraged to use the OSPP elements described herein when formulating their partnership program. If a State chooses to develop a partnership program, it should submit a plan change with documentation of the program and identify differences from the Federal program described in this directive.
- C. In the interest of developing an information base on both State and Federal partnership efforts, State plans are asked to provide a summary description of each partnership they enter into to their Regional Administrators and to the Directorate of Cooperative and State Programs, Attention: Director, Office of Partnerships and Recognition. OSHA will post these summaries on the partnership website. When an automated data system becomes available, States will be asked to provide more detailed information on partnerships through this system.

VIII. Definitions.

- A. Annual Evaluation. A yearly self-assessment to gauge the effectiveness of each OSP. This assessment is conducted using the standardized OSPP Annual Partnership Evaluation Report, which contains the minimum data necessary to evaluate the effectiveness of an OSP agreement.
- B. OSHA Strategic Partnership (OSP). An OSHA Strategic Partnership is an extended voluntary cooperative relationship between OSHA and groups of employers, employees, employee representatives, and/or other interested stakeholders designed to encourage, assist, and recognize efforts to eliminate serious hazards and achieve a high degree of worker safety and health. This program is available to all private sector industries and government agencies in locales where OSHA has jurisdiction. OSPs may be designed to address all hazards at partner's worksite or one or more discrete hazards of particular concern. An OSP can assist partners in the reduction of injuries and illnesses through the long-term development of effective safety and health management systems that address hazards in accordance with the Act. OSPs are formalized through written agreements that last for a specified period of time. All the elements identified in Section XII.B of this instruction must be addressed in the OSP agreement.
- C. Safety and Health Management System. A method of preventing worker fatalities, injuries and illnesses through the ongoing planning, implementation, integration, and control of four interdependent elements: Management Leadership

and Employee Involvement; Worksite Analysis; Hazard Prevention and Control; and Safety and Health Training.

- D. Programmed Inspection. Enforcement inspections of worksites that have been scheduled based upon objective or neutral selection criteria. These worksites are selected according to national or local scheduling plans for safety and health or special emphasis programs.

## IX. Background.

The OSHA Strategic Partnership Program for Worker Safety and Health is a federal initiative that seeks to reduce occupational fatalities, injuries and illnesses as well as improve worker protections by engaging employer groups, individual employers, workers, labor organizations, and others in formal, cooperative relationships with OSHA to carry out the purposes of the Act.

The program, created by OSHA on November 13, 1998, was built on:

- Successful cooperative programs such as the OSHA Consultation Program and the Voluntary Protection Programs.
- Encouraging and promoting the lessons learned and successes of site-based cooperative programs to larger and diverse groups and businesses.
- New techniques OSHA was adopting to redesign its Area offices.

The OSPP provides the infrastructure of policy and procedure for the building of relationships, known as OSHA Strategic Partnerships or OSPs, and for the management of both individual OSPs and the overall effort. A cornerstone of the program is the development and continued improvement of the partners' workplace safety and health management system. OSPs aim to have a measurable, positive impact on the workplace by preventing or reducing occupational fatalities, injuries and illnesses. OSPs do this in a variety of ways; for example, they may:

- Help participants establish an effective safety and health management system.
- Train managers and employees on the hazards common to their industry, recognition of actual hazards at their worksite, and ways to eliminate or control these hazards.
- Create ways to share expertise and other resources among participating employers and other partners.
- Establish goals and measures to evaluate program impacts on reduction of workplace illness and injury rates.



An OSP should support the goals of the [OSHA Strategic Management Plan](#), make the best use of Agency resources, leverage stakeholder resources, and impact a large number of workers.

X. Distinguishing OSPs from Other OSHA Programs/Activities.

- A. Enforcement Initiatives. OSHA's Local and National Emphasis Programs, programmed inspection plans, and other enforcement activities are not OSPs and will not be reported or counted as such. OSPs are purely voluntary activities that are developed and operated jointly and cooperatively by OSHA and its partners.
- B. OSHA Cooperative Programs. OSHA recognizes that its other cooperative programs (e.g., Voluntary Protection Programs, Consultation and Alliances) are valuable and desirable activities. The OSPP is designed to complement these other programs and to give private sector industries and federal agencies increased opportunities to participate in these innovative programs and to find prudent solutions to our Nation's worker safety and health issues.
- C. Other Cooperative Initiatives/Activities. OSHA may also participate in a number of other voluntary activities and many forms of compliance assistance involving employers, employees, employee representatives, and other stakeholders, including: conducting training at the request of a local labor union or employer group; providing technical assistance at the request of an employer; and partaking in safety and health forums with industry representatives. Although essential for enhancing worker safety and health, such initiatives typically are short-term activities or lack the measurable impacts that characterize OSPs.

XI. Program Roles and Responsibilities.

- A. Directorate of Cooperative and State Programs (DCSP). DCSP is responsible for overall program management. Specific duties include:
  - 1. Maintaining a record file for each OSP, to include a copy of the signed agreement, any and all evaluations, Paperwork Reduction Act (PRA) submissions, correspondence, and other supporting documentation as needed.
  - 2. Collecting, analyzing, and managing data gathered for annual OSP evaluations.
  - 3. Maintaining and reporting statistics, analyzing results, tracking progress toward Assistant Secretary, Secretary, and President's Management Agenda goals, and providing periodic reviews of program impact.
  - 4. Coordinating with the Directorate of Information Technology to integrate OSP information and data into OSHA's data management systems.

5. Extracting lessons learned from OSPP experience and individual evaluations that will enable OSHA to continuously improve the program.
6. Providing technical and program support for other National Office Directorates, Regional, and Area Offices to facilitate development of new OSPs, as well as provide guidance on existing OSP management.
7. Ensuring regular communication with and between Regional OSP Managers through regular conference calls.
8. Communicating successes to both the field and the public, and promoting the OSPP nationally.
9. Coordinating outreach efforts with the Office of Communications.
10. Developing and delivering training and materials for OSHA personnel and other interested parties on how to develop and manage OSPs.
11. Composing, reviewing, and maintaining all OSPP information on OSHA ' s public web pages.
12. Ensuring that PRA requirements are met for each OSP by coordinating with the Directorate of Standards and Guidance to ensure proper information submittal to the Office of Management and Budget.
13. Playing a key role in developing strategies for program growth, impact, and recognition of partners.

B. National Office Directorates, Regional Offices, and Area Offices. Each Directorate or Office plays a key role in supporting the OSPP, including the following activities:

1. Working toward meeting goals set by the Assistant Secretary in the OSHA Strategic Management Plan regarding OSPP growth, development and management.
2. Maintaining files for each OSP originating in that Directorate or Office.
3. Ensuring timely communication with DCSP and other affected Offices and Directorates regarding OSP exploration, development, tracking, and evaluation (refer to Appendix D for guidance on Records and Information Management).
4. Identifying OSHA staff to act as a Primary Contact for individual OSPs to coordinate overall OSPP activity within the Directorate or Office (see

responsibilities below in Section XI.C).

5. Ensuring adequate review of OSPs prior to signature, including review and coordination by the Office of the Solicitor.
6. Reviewing each OSP on an annual basis and preparing an annual evaluation to ensure it operates effectively, shows meaningful measurement of goals, and has a positive impact on worker safety and health (see Appendix A, Section E).
7. Allowing adequate resources, based on each OSP commitment, to enable OSHA to conduct OSP related activity, including regular communication with the partners.
8. Recognizing and promoting OSP success and activity, such as the issuance of press releases.

C. OSHA Primary Contact. OSHA has a substantial stake in ensuring that each OSP operates efficiently and effectively. Therefore, the originating Office or Directorate will designate a Primary Contact for each OSP. The Primary Contact will perform a variety of activities, including:

1. Communicating regularly with person(s) responsible for day-to-day management of the OSP to stay abreast of all significant OSP activities and issues.
2. Maintaining documents in the OSP working file.
3. Communicating regularly with others in OSHA, as appropriate; for example:
  - a. Keeping the Regional OSP Managers apprised of OSP developments.
  - b. Responding to requests for information from DCSP.
4. Ensuring that OSHA conducts required verification of partnering worksites and properly reports these tracked activities in the appropriate Agency data management systems.
5. Ensuring that OSHA carries out its responsibilities, for example that it offers or provides any technical assistance to its partners in a manner that takes into account the needs of the participants and the need to leverage resources.
6. Ensuring that DCSP, and others within OSHA as appropriate, are

informed of significant events at OSP sites, e.g., fatalities.

7. Ensuring that the OSP's written annual evaluations are complete and provided to DCSP in a timely manner.
8. Tracking the progress of the OSP toward the accomplishment of the established goals.
9. Facilitating and participating in recognition ceremonies and other activities intended to highlight the OSP's efforts and successes.

## XII. OSPP Requirements.

- A. Grace Period for Pre-existing OSPs. OSPs established before the effective date of this instruction (which is 60 days after the instruction's issuance) have up to three years to meet all the necessary requirements. Many existing OSPs have established terms of three years and will end their agreement before changes are required.

OSPs established after the effective date, and any OSPs renewing their agreements before the end of the 3-year grace period, must meet the criteria in this instruction at the time of approval or renewal, respectively. The Regional Administrator or, for National OSPs, the Director of DCSP will decide whether the OSP needs to go through another review and approval process for requested renewals. The decision should be based on the extent of changes necessary to meet the current policy.

B. Components of the OSP Agreement.

1. All proposed OSP agreements must be in written form. When OSHA approves an OSP and the partners sign the agreement, the originating office will immediately provide a copy of the final agreement, including the signature page, to DCSP. The originating office also will provide a courtesy copy to other affected National Office Directorates, as appropriate.
2. Although the particular structure and degree of formality of the OSP agreement is left to the discretion of the originating office and its partners, the proposed OSP written agreement must contain the core elements described below. A detailed discussion of mandatory provisions is provided in Appendix A, OSHA Strategic Partnership Agreements, Provisions for Developing Core Elements.
  - a. Identification of Partners. The proposed agreement should identify all partners and the geographic or organizational boundaries of the OSP. During early development discussions, OSP developers should identify all appropriate partners and seek to involve additional willing

stakeholders, both National and local, whose input and participation could further the goals of the program. Contacting other OSHA offices may help identify important stakeholders.

- b. Purpose/Scope. State the purpose of the OSP and the scope of the agreement. Clearly define the aim of the OSP through a careful analysis of the issue.
- c. Goals/Strategies. Clearly define goals that support the purpose and the desired outcome of the OSP. State strategies that describe how to accomplish the goal and reach the desired outcome (see Appendix B for additional guidance).
- d. Performance Measures. Effective quantitative and qualitative performance measures linked to OSP goals must be identified in the OSP agreement. Performance measures are important tools that indicate the progress made towards achieving program goals (see Appendix B for additional guidance).
- e. Annual Evaluation. All OSP agreements must provide details on conducting the annual evaluation including identifying responsible parties to gather data and ensure accurate and timely completion of the report. A newly developed tool for conducting this evaluation is provided in Appendix C. This standardized format is designed to improve efficiency, simplify the data collection process, and enhance OSHA's ability to report results.
- f. Benefits. Benefits are a valuable component of OSPs that draw interest and provide appropriate positive treatment based on the partner's undertakings. The OSP agreement must describe the selected benefits, if any, that OSHA and the partners agree on. Some benefits are tied to the partner's performance and OSHA verification strategy. Modifications to the standard OSHA enforcement procedures not established as benefits in this instruction must be approved by the appropriate National Office Directorates and be clearly described in the OSP draft agreement (see Section XIV.D).
- g. OSHA Verification. OSHA will verify that OSP participants are upholding their responsibilities under the agreement. Accordingly, verification procedures must be written into all OSP agreements (see Section XIII).
- h. OSP Management and Operation. The proposed agreement must provide details about the responsibilities for the management and operation of the OSP. The roles/responsibilities of each partner must be specified, including a statement of the contribution that each

partner will provide to the effort.

- i. Employee and Employer Rights and Responsibilities. Standard language ensuring legal rights must be stated in all OSP agreements: "This partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act (or, for federal employees, 29 CFR 1960), nor does it abrogate any responsibility to comply with the Act."
- j. Term of OSP. The proposed agreement must specify the expected life of the OSP and any conditions under which the program will be terminated (see Appendix A for standard termination statements).
- k. Signatures. The primary parties must sign and date the OSP agreement to confirm their commitment to the partnership and all requirements and other provisions contained in the agreement.

C. OSP Management and Operation. A systematic approach to the management and operation of an OSP will help ensure that partners accomplish the activities critical to OSP success and fulfill their agreed-upon responsibilities. Successful OSPs have the following management and operational components:

1. Clearly delineated roles and responsibilities of the partners.
2. Regularly scheduled communication with all partners. Conference calls should be held on a quarterly basis at a minimum and a face-to-face meeting of OSP partners should be conducted on an annual basis as resources permit.
3. Effective communication and involvement of all affected parties in the development of National OSPs (see Appendix E for guidance on National OSPs).
4. Partnering employers should commit to incorporating employee involvement in the management and operation of their safety and health management system (see Appendix G, Guidance on Employee Involvement).
5. Performance of the required OSHA verification of the OSP partner. The Agency and OSP partner may agree to conduct an offsite verification, an onsite non-enforcement verification, or an onsite enforcement inspection. Well-defined verification procedures (e.g., frequency, schedule) must be developed for the selected OSHA verification method. OSHA verification must be conducted as defined in the OSP agreement and sufficiently evaluate whether a partner is meeting the necessary obligations under the agreement.

6. Collection of the data as identified in the OSP agreement, and use of data in the preparation of an annual evaluation.
  7. Completion of an annual evaluation and timely submission to DCSP.
  8. Specific criteria to evaluate each participating partner and well-defined conditions to terminate the OSP agreement.
  9. Proper maintenance of records and information in the OSP working file.  
**Note: records voluntarily submitted to OSHA by partnership participants can be expected to contain confidential commercial information not customarily made public by the submitter** (see Appendix D for more guidance on Records/Information Management).
- D. OSP Approval Requirements. All OSP proposed agreements must be reviewed and approved at the next higher OSHA organizational level before implementation.
1. National Office Level: OSPs developed at the National Office level are reviewed by the appropriate National Office Directorate(s), for example, the Directorate of Enforcement Programs and the Directorate of Construction, and by the Directorate of Cooperative and State Programs. Approval is also required from the Office of the Assistant Secretary, with consultation from the National Office of the Solicitor.
  2. Regional Office Level: OSPs developed at the Regional Office level are reviewed by the appropriate National Office Directorate(s) and by the Director of DCSP. Approval is also required from the Office of the Deputy Assistant Secretary, with consultation from the National Office of the Solicitor.
  3. Area Office Level: OSPs developed in the Area Offices are reviewed and approved by Regional Administrators, with consultation from the Office of the Regional Solicitor.
  4. Solicitor Review: To ensure that the appropriate Solicitor has opportunity to review the proposed agreement and provide consultation, the Solicitor is given at least 10 business days advance notice prior to any approval decision.
  5. OSP Signing Notice: Any office within OSHA originating an OSP must provide advance notice (preferably four weeks) of anticipated OSP signing to DCSP.
  6. Consulting Affected Parties: OSP developers should consult with appropriate OSHA Offices and Directorates before submitting an OSP

proposed agreement for approval.

E. OSPP Outreach and Promotion.

1. All OSHA personnel involved in the OSPP are expected to encourage interest and involvement in OSPs by communicating the program's goals, methods, and successes.
2. With the consent of the partners, the Agency will issue a press release at the start-up of each OSP, and may issue subsequent press releases to inform the public of noteworthy events and achievements.
3. The Regional Office of Public Affairs is responsible for issuing press releases about OSPs originating at the Regional and Area Office levels.
4. The Office of Communications, in coordination with the appropriate National Office Directorates, will issue press releases and other types of announcements to highlight OSPs originating in the National Office.
5. The Office of Communications and DCSP will work together to coordinate OSPP conferences and the promotion of the OSPP at other events in which OSHA participates.
6. OSHA will encourage stakeholders to use other means of communication, such as trade journals, to highlight the value and results of the OSP experience.

F. Paperwork Reduction Act (PRA) Requirements. The Office of Management and Budget requires that OSHA submit a PRA form before an OSP agreement is signed. OSHA must inform partners that the Agency will collect information from participants on how much time they spend completing paperwork for the OSP (see Appendix F).

XIII. OSHA Verification. Verification is OSHA's process of reviewing or assessing whether OSP participants are operating in accordance with the agreements they have signed. The three possible verification methods that may be used by OSHA personnel are:

- A. Offsite Verification. Reviews by OSHA of OSP data, reports, records, without actual entry to the partner's worksite. Documentation is reviewed to determine whether partners are implementing the provisions of the OSP agreement. The documentation selected for review should relate to the goals, objectives and stated measures of the OSP agreement. Examples include illness and injury data, training course agendas and rosters, results of surveys, or results of self-audits.
- B. Onsite Non-enforcement Verification. OSHA conducts reviews of the partner's worksite in a non-enforcement capacity to assess the implementation of the OSP



agreement. The interaction provides opportunities for a partner to highlight OSP efforts, and discuss challenges and plans for improvements, and allows OSHA to review efforts. OSHA worksite observations should be sufficient to confirm the partner's worksite is operating a safety and health management system that adequately ensures the protection of employees. During such visits, if OSHA personnel identify serious hazards that site management refuses to correct, OSHA should make a referral for an enforcement inspection.

- C. Onsite Enforcement Inspection. OSHA conducts an inspection of the partner's worksite in an enforcement capacity and may issue citations and penalties. Enforcement inspections are performed in accordance with the applicable sections of the FIRM and other enforcement guidance documents. In addition to traditional enforcement issues, the inspection should assess the partner's progress in meeting the requirements of the OSP agreement.

With input from the partners, OSHA should select the most suitable verification method and define the verification process, including the number and frequency of verifications required to adequately evaluate the effective operation of the OSP agreement. Some OSP partners may use their own representatives, private consultants, or OSHA Consultation Program specialists to conduct worksite assessments. However, these assessments do not take the place of an OSHA verification of the worksite.

- XIV. OSPP Benefits. The benefits discussed in this instruction may be available to OSP partners; however, the benefits do not automatically apply to every OSP. Benefits provided should be commensurate with participating partner's efforts to provide safe and healthful working conditions in accordance with their obligations under the Act and their degree of success. OSP partners must demonstrate commitment to the partnership effort. The partner may demonstrate their level of commitment through the establishment of meaningful goals to improve or enhance their safety and health management system and corresponding performance measures to evaluate progress in meeting those goals. Certain benefits require a specific level of verification of the partner's worksite to be eligible to receive the benefit. The OSP partner's commitment and the overall operation of the OSP is evaluated during one or more OSHA verification processes as described in the OSP agreement.

The section below provides a description of each approved benefit and the corresponding verification that must be satisfied for the partner to be granted the benefit. The OSP agreement must clearly specify which of these benefits will be offered to the partner. Although certain benefits described below modify OSHA enforcement procedures by granting a deferral or deletion from the programmed inspection list, Agency personnel will continue to investigate workplace complaints, referrals, fatalities, catastrophes, and other significant accidents or events at partnering worksites, per standard Agency procedures. The Area Director (AD) may allow such an investigation to be suitable as meeting OSP verification requirements if it adequately assesses the key components of the OSP agreement.

A. OSHA Non-Enforcement Benefits.

1. Outreach, technical assistance and training. Examples of these include:
  - a. Free onsite services may be provided by OSHA-funded State Consultation Projects to qualifying partners. When the appropriate Consultation Project agrees, an OSP participant may be offered priority consideration for these services.
  - b. OSHA personnel may be available to OSP participants for a variety of onsite and offsite activities such as review of the safety and health management system and assistance to develop or improve the system, and guidance in conducting audits and evaluations.
  - c. Seminars, workshops, and other speaking events.
  - d. Availability of informational materials such as safety and health brochures, pamphlets, and electronic tools.

OSHA National and Regional offices are also potential sources for technical assistance; for example, the OSHA Health Response Team and other technical experts within the Directorate of Science, Technology and Medicine and the Directorate of Construction.

2. Recognition such as certificates and press releases issued by OSHA, recognition on OSHA's web page, worksite banners, letters, and plaques. Other types of recognition may be offered by the OSP developers and detailed in the draft OSP agreement.

To gain the benefits listed above the partnership agreement must include, at a minimum, a process for offsite verification.

B. OSHA Enforcement Benefits.

1. Citation Issuance. When calculating the initial penalty reduction, OSHA may provide an additional 10% reduction for good faith beyond the reductions provided in the FIRM where the employer, in implementing the OSP, has taken specific significant steps beyond those provided in the FIRM to implement the Act and achieve a high level of employee protection (see FIRM, Chapter IV.C.2.i.5 [b]). This additional reduction will not apply to high gravity serious, willful, failure to abate or repeat citations. In cases where a partner's total penalty reduction is 100 percent or more, the minimum penalty provisions of the FIRM will apply (see FIRM, Chapter IV.C.2.b).
2. In the event that a citation with penalty is issued to an OSP partner, the Regional Administrator (RA) has the authority to negotiate the amount of penalty reduction as part of the informal conference settlement agreement.

3. Deferral from Programmed Inspection List for Non-Construction OSPs.

OSHA may offer up to a six-month deferral from programmed inspections to OSP participants upon their entry into a partnership. During the deferral period, the partner must commit to make workplace safety and health improvements or seek compliance assistance to improve workplace safety and health in accordance with its responsibilities under the Act.

For a majority of OSP agreements, the beginning of the deferral period will be the effective date of the partnership agreement. However, in situations where sites join the partnership on a staggered basis, the deferral period begins at the site's actual entry into the partnership. The partnership agreement should clearly address the issue of OSP participant effective/entry dates.

4. Programmed Inspection with a Limited Scope.

At OSHA's discretion, an establishment operated by a partner may receive an inspection in which the focus is limited to hazardous areas, operations, conditions or practices at the establishment. The limited scope inspection must focus on the significant worksite and industry-specific hazards based on an analysis of information available, such as:

- BLS injury and illness data
- Site and corporate injury and illness data
- Site accident audit and inspection data
- OSHA Target Industry Profiles

For inspections with limited scope, the workplace hazards to be addressed will be determined by OSHA with input from the partner(s). OSHA may expand the scope of the inspection based on information gathered during the inspection process (see FIRM, Chapter II. A.1.b).

To gain a limited scope inspection as a benefit, the establishment must have undergone an onsite non-enforcement verification inspection within one year of the date of the programmed inspection.

5. Deletion from Programmed Inspection List.

a. Non-Construction

- 1) Following a comprehensive onsite enforcement inspection conducted to meet OSP verification requirements, an establishment operated by an OSP partner will be deleted from programmed inspection lists for the period of time established for deletions in the then-current OSHA Site-Specific Targeting directive.
- 2) If the OSP is designed to comprehensively address a hazard covered by the Act, the Area Director (AD), with the approval of the RA, may extend the deletion for one year if the partner continues to meet the conditions of the OSP agreement and demonstrates improved performance in areas measured by the OSP.

b. Construction

- 1) For OSP Partners With Control of the Worksite. An OSP agreement may provide that following an appropriate number of comprehensive onsite enforcement inspections conducted to meet OSP verification requirements at sites controlled by the partner, other worksites controlled by the partner may be deleted from the programmed inspection list within the OSP's specified geographical boundary for up to one year. The OSP deletion may not extend beyond the regional boundary. However, if a serious or imminent danger condition is observed by enforcement personnel, the partner should be inspected and cited (per Agency policy).

The minimum number of Agency scheduled onsite enforcement inspections needed for verification shall be based on the number of active worksites over which the partner has control within the specified jurisdictional boundary:

2 - 25 sites	4 inspections
26 - 99 sites	6 inspections
100 or more sites	8 inspections

A partnership agreement may provide for a different number of inspections, if the particular circumstances indicate it would be appropriate and the agreement is approved by the Directorate of Construction and the Directorate of Cooperative and State Programs.

This provision is available only where the partner has an effective safety and health management system fully compliant with 29 CFR 1926.20 and 29 CFR 1926.21, the effectiveness of the system is confirmed in the onsite enforcement inspections, and the partner demonstrates adequate control over safety and health for the entire worksite, including work performed by all subcontractors. In these circumstances deletions should be consistent with employee protection and conserving limited OSHA resources.

- 2) For OSP Partners Without Control of the Worksite. A partnership agreement may provide that following an appropriate number of comprehensive onsite enforcement inspections conducted to meet OSP verification requirements at a partner's worksites, other worksites of the partner may not be inspected as part of any programmed activity at a multi-employer worksite within the OSP's specified geographical boundary for up to one year. The OSP deletion may not extend beyond the regional boundary. However, if a serious or imminent danger condition is observed by enforcement personnel, the partner should be inspected and cited (per Agency policy).

The minimum number of Agency scheduled onsite enforcement inspections needed for verification shall be based on the number of active worksites at which the partner currently performs work within the specified jurisdictional boundary:

2 – 25 sites	4 inspections
26 - 99 sites	6 inspections
100 or more sites	8 inspections

A partnership agreement may provide for a different number of inspections, if the particular circumstances indicate it would be appropriate and the agreement is approved by the Directorate of Construction and the Directorate of Cooperative and State Programs.

This provision is available only where the partner has an effective safety and health management system fully compliant with 29 CFR 1926.20 and 29 CFR 1926.21, and the effectiveness of the system is confirmed in the onsite enforcement inspections described above. For recordkeeping purposes, the official date of the comprehensive onsite enforcement inspection is the opening conference. Therefore, the beginning of the deletion period is the date of the opening conference of the inspection.

- C. Non-OSHA Benefits. OSP developers should consider benefits other than those that partners and stakeholders can bring to the OSP effort. Some examples are listed below:
- An employer group or labor organization may offer employees safety and health training.
  - An insurance company may offer reductions in workers' compensation premiums to employers meeting specific safety and health management system criteria.
- D. Other Benefits. Any benefit not discussed in this section must be described in detail in the proposed written OSP agreement and be reviewed and approved by the Directorate of Enforcement Programs and/or the Directorate of Construction, DCSP and the Solicitor, followed by the approval of the Assistant Secretary.

## APPENDIX A

### OSHA STRATEGIC PARTNERSHIP AGREEMENTS PROVISIONS FOR DEVELOPING CORE ELEMENTS

OSHA desires to encourage flexibility, creativity, and sensitivity in the OSP development process. There are no standard rules for initiating dialogue to develop effective OSPs. OSHA may initiate discussion with potential partners, or outside parties may proactively approach OSHA to form a partnership. What works for one group of partners may not be appropriate for another, and one OSP's first steps may occur at a different stage than another OSP. However, OSHA has learned from experience that there are core elements that are critical for creating well-functioning and ultimately successful OSPs. All OSPs must address these elements, and discuss them in a proposed written OSP agreement.

<b>ELEMENT</b>	<b>REQUIREMENTS</b>
<b>A. IDENTIFY PARTNERS</b>	<ol style="list-style-type: none"><li data-bbox="488 835 1414 972">1. During early development discussions, OSP developers should identify all appropriate partners and seek to involve additional willing stakeholders, both national and local, whose input and participation could further the goals of the program.</li><li data-bbox="488 1010 1430 1209">2. Contacting other OSHA Offices or scanning the OSPP web page may help identify important stakeholders. In addition to the OSHA originating office and its primary partners, other potential partners are trade groups, insurance companies, universities and community colleges, local government entities, community health care and emergency service providers, professional associations, and other interested stakeholders.</li><li data-bbox="488 1247 1414 1488">3. OSPs normally involve groups of employers and employees and/or their representatives and possibly other interested stakeholders in high-hazard workplaces or in workplaces where fatalities, injuries and illnesses are prevalent. OSHA, however, may partner with employers, employees, and /or their representatives from individual workplaces, companies, or low-hazard establishments if the originating office determines that an OSP could make a significant positive impact on worker safety and health.</li><li data-bbox="488 1526 1430 1621">4. State Consultation Projects can make valuable contributions to many OSPs. Developers are encouraged to involve Consultation personnel at the earliest stages of planning and, as appropriate, during subsequent implementation.</li></ol>

<b>ELEMENT</b>	<b>REQUIREMENTS</b>
<b>B. STATE PURPOSE/SCOPE</b>	<ol style="list-style-type: none"> <li data-bbox="488 306 1438 373">1. The purpose and scope must clearly describe what the OSP will accomplish and to what extent.</li> <li data-bbox="488 411 1438 583">2. A critical analysis should be performed to identify the purpose of the OSP. This analysis should examine the identified worker safety and health issues and evaluate the most suitable approach for developing the OSP to produce effective solutions. The result should identify how the OSP can most effectively be developed to improve the situation.</li> <li data-bbox="488 621 1438 716">3. The process should also consider the suitability of the OSP for meeting the requirements and goals for resolving or improving the identified worker safety and health issue/problem.</li> <li data-bbox="488 753 1438 890">4. Effective analyses will not only rely on statements from the OSP participants and anecdotal experience, but will also examine data from various industry sources that can objectively characterize the safety and health issue to be addressed by the OSP.</li> <li data-bbox="488 928 1438 1022">5. Employees can bring valuable skills and perspective to the development and operation of the OSP. Their involvement is recommended in the initial formulation of the OSP agreement, as well as subsequent activities.</li> <li data-bbox="488 1060 1438 1127">6. The involvement of appropriate OSHA offices, Consultation Projects, and outside stakeholders at this stage is advisable.</li> </ol>



<b>ELEMENT</b>	<b>REQUIREMENTS</b>
<b>C. DEFINE GOALS/ STRATEGIES</b>	<ol style="list-style-type: none"> <li>1. The OSP must identify the major goal(s) of the agreement.</li> <li>2. Well-defined goals support the purpose and define the expected outcome(s) of the OSP.</li> <li>3. The strategies should describe the approach for reaching the goals. Effective strategies will define the plan or key steps necessary for attaining the goal.</li> <li>4. The OSP agreement must provide information on the specific tasks/actions or initiatives that will be performed to achieve the stated goals. Well-defined strategies state concretely what will be accomplished, by whom, how, and in what period of time.</li> <li>5. For each specific task/action or initiative, provide details on the responsible party, the necessary resources, and expected time frames for task completion.</li> <li>6. An example of a broad goal for an OSP can be: To reduce employee injuries and illnesses. The strategy to achieve this goal could be to implement an effective safety and health management system, or to eliminate/control a serious hazard endangering employees. The specific initiatives for each strategy could include tasks/actions such as: perform workplace surveys, conduct employee training, or develop a hazard communication program.</li> </ol>

<b>ELEMENT</b>	<b>REQUIREMENTS</b>
<b>D. DEFINE PERFORMANCE MEASURES</b>	<ol style="list-style-type: none"> <li>1. Effective performance measures compare the actual result with the intended or desired outcome. The process of establishing performance measures must begin during OSP development and must be addressed in the agreement.</li> <li>2. OSPs must identify and use results-focused quantitative measurements for evaluating program goals. Because all partnerships aim to reduce workplace fatalities, injuries, and illnesses, each OSP must identify baseline data corresponding to all summary line items on the OSHA 300 Log and must track changes at either the employer level or participant-aggregate level.</li> <li>3. Examples of other quantitative performance measures include workers' compensation rate comparisons, workers' compensation costs, number of workplace inspections performed, response time for correcting identified hazards, and survey results of employee knowledge before and after OSP-sponsored training.</li> <li>4. Qualitative performance measures may also be used to assess OSP effectiveness. These are hard-to-measure benefits or positive changes that result from meeting program goals. Examples of qualitative outcomes include improved employee morale, increased employee understanding of safety and health requirements, and better attitudes or cultural acceptance of safety and health programs in the workplace.</li> <li>5. Wherever possible, performance measures should relate to the goals of the Government Performance and Results Act (GPRA) and OSHA's Strategic Management Plan and should gauge whether OSPs are effective strategies, whether they utilize resources efficiently, and whether they contribute to the goals and priorities OSHA has set.</li> </ol>
<b>E. EVALUATION</b>	<ol style="list-style-type: none"> <li>1. Once meaningful performance measures are in place, OSHA and its partners must conduct annual evaluations to identify strengths and weaknesses of the OSP strategies and progress in meeting OSP goals.</li> <li>2. Ideally, the evaluation is a collaborative effort of the primary partners. Minimally, the evaluation should be completed by someone with knowledge of the OSP's strategies who can verify the completion of applicable requirements and recognize areas needing improvement.</li> <li>3. A new format for the Annual Evaluation Report has been developed to standardize the process and ensure consistency in the data collected. Evaluators will use the report format provided in Appendix C, which contains the minimum data that must be supplied. The evaluation should provide pertinent information needed to determine whether the OSP should</li> </ol>

<b>ELEMENT</b>	<b>REQUIREMENTS</b>
	<p>be modified to better meet its goals, be discontinued, or be expanded from a Local or Regional to a National OSP. Additional information may be provided to adequately assess the OSP. The first written evaluation must be sent to DCSP within two months of the first anniversary of the OSP signing; subsequent evaluations are due annually thereafter.</p> <p>4. For the construction industry, OSPs that require individual contractors to qualify after the agreement is signed must submit a full evaluation one year after the first partner qualifies. However, if more than 18 months has passed with no participating contractors, the OSP must submit a modified evaluation, including the reasons for its lack of partners and what is being done to address the issue.</p>
<b>F. DEFINE BENEFITS</b>	<p>1. Benefits provided must be commensurate with participating partners' efforts to provide safe and healthful working conditions in accordance with their obligations under the Act and their degree of success. The benefits for the OSP should be linked to goals and performance measures that are mutually agreeable to OSHA and OSP partners.</p> <p>2. It is essential that OSP developers (both OSHA personnel and potential partners) understand the Agency's policy concerning enforcement at partnering sites. OSP developers may not offer routine OSP-wide deferral or deletion from programmed inspections.</p> <p>3. Any enforcement benefits not established in this directive or in another enforcement policy must be described in detail in the proposed OSP agreement and be reviewed by the Directorate of Enforcement Programs and/or Directorate of Construction, the Directorate of Cooperative and State Programs, and the National Solicitor.</p>
<b>G. DEFINE VERIFICATION PROCEDURES</b>	<p>OSHA will verify that OSP participants are upholding their responsibilities under the OSP agreement. Below is a description of the types of verification that should be considered:</p> <p>1. <b>Offsite Verification:</b> OSHA reviews OSP data, reports, etc. without actual entry into the partner's worksite. The OSP written agreement should identify verification procedures including:</p> <ul style="list-style-type: none"> <li>• Any offsite verification activities that OSHA will perform. These may include, for example, OSHA review of the Annual Partnership Evaluation Report, OSHA Form 300 data, quarterly progress reports, etc.</li> <li>• The frequency of any offsite verification.</li> <li>• The written format for documenting offsite verification.</li> </ul>

ELEMENT	REQUIREMENTS
	<ul style="list-style-type: none"> <li>• Who will be responsible for performing verification activities and collecting data.</li> </ul> <p>2. <b>Onsite Non-enforcement Verification:</b> Non-enforcement interactions may be conducted with partners to discuss and review their worksite and their progress within the OSP. Non-enforcement verifications can be tailored specifically to meet the needs of the individual OSP, but often work best in a format consisting of presentation given by the partner on OSP initiatives and a worksite review by OSHA. To take maximum advantage of the time onsite, OSHA may request, and review, documents prior to arrival at the partner’s worksite. During such visits, if OSHA personnel identify serious hazards that site management refuses to correct, OSHA should make a referral for an enforcement inspection.</p> <p>The OSP written agreement should identify onsite non-enforcement verification procedures including:</p> <ul style="list-style-type: none"> <li>• The scope of the non-enforcement onsite verification.</li> <li>• The minimum number or percentage of worksites that will receive OSHA onsite non-enforcement verification, as determined by the OSHA originating office based on its analysis and understanding of the partner’s safety and health management system.</li> <li>• How employees and/or employee representatives will be involved in all onsite non-enforcement verification.</li> </ul> <p>2. <b>Onsite Enforcement Inspections:</b> These inspections include the potential for issuing citations and assessing penalties for violations. These inspections may be combined with other programmed and unprogrammed inspections, for example, a Site Specific Targeting inspection or a complaint inspection.</p>

<b>ELEMENT</b>	<b>REQUIREMENTS</b>
<b>H. DEFINE MANAGEMENT AND OPERATION OF THE OSP</b>	<ol style="list-style-type: none"> <li>1. A systematic approach to the management and operation of an OSP will help ensure that partners accomplish the activities critical to OSP success and fulfill their agreed-upon responsibilities.</li> <li>2. Leveraging of resources is critical in the day-to-day management and operation of an OSP. In order to assure maximum leveraging and participant involvement, the roles and responsibilities of each partner must be specified in the agreement, including a statement of the contribution that each partner will make.</li> <li>3. In some cases, the approved agreement will specify a steering committee composed of representatives of the employers and the employees participating in the OSP. Another possibility is that the agreement assigns responsibility to an individual, for example, the safety and health director of the industry group partnering with OSHA.</li> <li>4. At non-union worksites, OSHA recommends employers involve employees at the outset, if feasible. Evidence of employee involvement in and commitment to an OSP is highly desirable.</li> <li>5. If an OSP includes unionized worksites, it is desirable that affected unions be supportive of and involved in the OSP. The level of union involvement (local, international, or both) will depend on the scope and nature of the OSP.</li> <li>6. All OSPs must have a designated OSHA “Primary Contact” that advocates participation and continuous improvement, and articulates and promotes the goals and actions set out in the agreement.</li> </ol>
<b>I. EMPLOYEE AND EMPLOYER RIGHTS</b>	<ol style="list-style-type: none"> <li>1. The OSP agreement must contain the following statement:  “<i>This partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act (or, for federal employees, 29 CFR 1960), nor does it abrogate any responsibility to comply with rules and regulations adopted pursuant to the Act.</i>”</li> </ol>
<b>J. SPECIFY OSP TERM</b>	<ol style="list-style-type: none"> <li>1. The proposed agreement must specify the expected life of the OSP and any conditions under which the program will end, such as: <ul style="list-style-type: none"> <li>• “Sunset provision” that specifies the date when the agreement is automatically terminated.</li> <li>• Termination if a primary party unilaterally withdraws.</li> <li>• Closure when the goals of the OSP have been met.</li> </ul> </li> </ol>

<b>ELEMENT</b>	<b>REQUIREMENTS</b>
	<ul style="list-style-type: none"> <li>• Termination when the OSP is failing to meet requirements, for example, failing to provide required annual evaluation data.</li> </ul> <p>2. Typically, the term of an OSP agreement is in the range of three to five years. This timeframe is sufficient for accomplishing basic OSP goals. Standard term language for the proposed agreement may be:</p> <p><u>For Multiple Signatories:</u></p> <p>This agreement will terminate on _____, which is three years from the date of the signing. If any signatory of this agreement wishes to terminate their participation prior to the established termination date, written notice of the intent to withdraw must be provided to all other signatories.</p> <p>If OSHA chooses to withdraw its participation in the partnership, the entire agreement is terminated. Any signatory may also propose modification or amendment of the agreement.</p> <p><u>For a Single Signatory:</u></p> <p>This agreement will terminate on _____, which is three years from the date of the signing. If either OSHA or (insert name of the partner) wishes to withdraw their participation prior to the established termination date, the agreement will terminate upon receiving a written notice of the intent to withdraw from either signatory.</p> <p><u>For Non-Signatory Participants:</u></p> <p>For non-signatory participants of the strategic partnership, OSHA may terminate the participant’s involvement at any time with written notice. Additionally, the participant may withdraw their participation from the strategic partnership at any time with a written notice of the intent to withdraw to OSHA.</p>
<b>K. PROVIDE SIGNATURES</b>	<ol style="list-style-type: none"> <li>1. OSHA representatives and primary parties will sign and date the OSP agreement to ensure commitment to the OSP requirements and other provisions.</li> <li>2. A draft signature page, with signatories clearly identified by name, title, and organization, should be submitted with the detailed proposed agreement as part of the approval process.</li> </ol>

## APPENDIX B

### PERFORMANCE MEASURES

To effectively measure progress, performance measures derived from program goals and objectives must be established. This process is a critical success factor for meeting stated objectives. Establishing well-defined performance measures enables the assessment of the OSP's success at achieving the desired improvements to the workplace safety and health management system participating sites. In addition, good measures form the basis for an objective and systematic analysis of the results, impact, or effects of the OSP. Several steps are involved in establishing performance measures, including selecting meaningful performance measures, establishing baseline data, and collecting data to measure progress. Each of these steps is discussed in this section.

#### SELECTING PERFORMANCE MEASURES

Preferably in the initial agreement, or at a minimum at the outset of the OSP, the partners must identify the specific measures or indicators that will be tracked to assess progress toward achieving the OSP goals. Participants in an OSP should analyze their agreement's goals and determine the most useful performance measures to track progress. The selected measures should be reasonable and not overly burdensome so that participants have the logistical and administrative capacity to track the data. To develop the most effective performance measures, feedback from all participants should be obtained prior to making decisions. The views and opinions of the individuals directly responsible for collecting data and tracking the measures may serve as an invaluable technical resource for developing the most suitable OSP strategies.

#### Attributes of Good Performance Measures

Good performance measures for an OSP should be balanced to address all of the key goals of the agreement. OSP performance measures should be meaningful and focused to include useful and relevant metrics. Measurements that are data-rich but lack insight have very limited value for developing prudent solutions. The measures should provide substantive information concerning the status of the specific strategic focus of the OSP. For example, voluminous monthly reports on illnesses are irrelevant if the OSP goal is elimination of fatalities. Other attributes of good performance measures include:

- Measurements should be valid and reliable. Validity speaks to the accuracy of a measurement. Reliability means the data can be replicated. For example, if the number of employee injuries is being tracked, a *valid* result is a number that is accurate within a narrow range. A reliable result is one that can be repeated if the measurement is recalculated.
- Measures should be flexible, considering a variety of sources and means.
- Measures should be practical, that is, time- and cost-effective to obtain.

## Types of Performance Measures

Performance measures, for OSPP purposes, are quantitative and qualitative data used to evaluate an OSP's effectiveness. A mandatory quantitative measure for all OSPs is the workplace injury and illness rates. The Partnership Evaluation Report found in Appendix C contains the minimum data that must be tracked and reported on an annual basis. Development of performance measures linked to these quantitative evaluation criteria is recommended. Below is a non-exhaustive list of some other quantitative and qualitative performance measures that may be useful to assess progress of an OSP agreement:

- Number of job safety analyses conducted
- Exposure assessment data
- Number of employee complaints
- Breadth of training delivered
- Level of employee knowledge before, immediately after, and 6 months after training
- Number of worksite audits
- Number of hazards identified and abated
- Number of root cause analyses conducted
- Improved employee productivity
- Increased employee involvement
- Number of safe actions demonstrated in the workplace
- Enhanced communication between management and employees

The table below provides several examples of performance measures tied to OSP goals and strategies:

<i>Goal</i>	<i>Strategy</i>	<i>Measures/Products</i>
1) Identify and communicate an effective process to develop and implement successful ergonomic programs and guidelines	a) Develop a written process to address ergonomic hazards in the workplace.	i) Number of sites where ergonomic process has been effectively implemented  ii) Number of training courses/people trained in process  iii) Awareness survey of employees



<i>Goal</i>	<i>Strategy</i>	<i>Measures/Products</i>
2) Reduce the incidence and severity of MSD's at participating facilities	b) Develop an ergonomic protocol to assist in assessing compliance with General Duty Clause requirements.	iv) Baseline of MSD cases v) MSD cases involving day(s) of restricted work activity vi) MSD cases involving day(s) away from work vii) The number of MSD-related surgeries vii) An annual comparison of these incidence and severity criteria to the baseline numbers.
3) Increase the number of sites eligible for and participating in the VPP	c) Use the VPP report format to assess baseline status of sites d) Develop annual strategies to address deficiencies noted in baseline and subsequent annual evaluations	viii) Number of sites applying for VPP ix) Number of sites accepted for participation

## **ESTABLISHING A BASELINE**

Once performance measures have been selected, baseline data must be established. To effectively measure progress and improvement, baseline data is established at the beginning of a process for comparison with new data. If historical data is available, it can be used as the baseline. The baseline is usually derived from the most recent one-year period, or a shorter time frame, if available. If no data is available, industry averages can be used. Otherwise, data will need to be collected to establish the initial baseline information. For example, if an OSP goal is to reduce the number of employees exposed to silica, useful baseline information would include the average number of documented workplace exposures for a specified period of time or the information available in OSHA's Integrated Management Information System (IMIS) on exposure rates for the industry. The baseline data will serve as a starting point from which OSP results will be gauged.

## **COLLECTING DATA**

Data must be collected and then analyzed for each performance measure to determine if and how well goals are being met. Data collection should be based on pre-determined definitions. These definitions need to be universally understood by all OSP participants. Data collected within a common framework of understanding can be easily compared and analyzed, allowing subsequent evaluations to be consistent.

**APPENDIX C**

**OSHA Strategic Partnership Program  
Annual Partnership Evaluation Report**

**Cover Sheet**

Partnership Name

Purpose of Partnership

Goals of Partnership		
Goal	Strategy	Measure

Anticipated Outcomes

Strategic Management Plan Target Areas (check one)			
Construction	<input type="checkbox"/>	Amputations in Manufacturing	<input type="checkbox"/>
General Industry	<input type="checkbox"/>		<input type="checkbox"/>
Strategic Management Plan Areas of Emphasis (check all applicable)			
Amputations in Construction	<input type="checkbox"/>	Oil and Gas Field Services	<input type="checkbox"/>
Blast Furnaces and Basic Steel Products	<input type="checkbox"/>	Preserve Fruits and Vegetables	<input type="checkbox"/>
Blood Lead Levels	<input type="checkbox"/>	Public Warehousing and Storage	<input type="checkbox"/>
Concrete, Gypsum and Plaster Products	<input type="checkbox"/>	Ship/Boat Building and Repair	<input type="checkbox"/>
Ergo/Musculoskeletal	<input type="checkbox"/>	Silica-Related Disease	<input type="checkbox"/>
Landscaping/Horticultural Services	<input type="checkbox"/>		<input type="checkbox"/>

**Section 1      General Partnership Information**

<b>Date of Evaluation Report</b>				
<b>Evaluation Period</b>				
<b>Start Date</b>		<b>End Date</b>		

<b>Evaluation OSHA Contact Person</b>	
<b>Originating Office</b>	

<b>Partnership Coverage</b>			
<b># Active Employers</b>		<b># Active Employees</b>	

<b>Industry Coverage (note range or specific SIC and NAICS for each partner )</b>		
<b>Partner</b>	<b>SIC</b>	<b>NAICS</b>

**Section 2      Activities Performed**

<b>Note whether an activity was provided for by the OSP and whether it was performed</b>		
	<b>Required</b>	<b>Performed</b>
a. Training		
b. Consultation Visits		
c. Safety and Health Management Systems Reviewed/Developed		
d. Technical Assistance		
e. VPP-Focused Activities		
f. OSHA Enforcement Inspections		
g. Offsite Verifications		
h. Onsite Non-Enforcement Interactions		
i. Participant Self-Inspections		
j. Other Activities		

<b>2a. Training (if performed, provide the following totals)</b>	
Training sessions conducted by OSHA staff	
Training sessions conducted by non-OSHA staff	
Employees trained	
Training hours provided to employees	
Supervisors/managers trained	
Training hours provided to supervisors/managers	

<b>Comments/Explanations (briefly describe activities, or explain if activity provided for but not performed)</b>	

<b>2b. Consultation Visits (if performed, provide the following total)</b>	
<b>Consultation visits to partner sites</b>	
<b>Comments/Explanations (briefly describe activities, or explain if activity provided for but not performed)</b>	

<b>2c. Safety and Health Management Systems (if performed, provide the following total)</b>	
<b>Systems implemented or improved using the 1989 Guidelines as a model</b>	
<b>Comments/Explanations (briefly describe activities, or explain if activity provided for but not performed)</b>	

<b>2d. Technical Assistance (if performed, note type and by whom)</b>			
	<b>Provided by OSHA Staff</b>	<b>Provided by Partners</b>	<b>Provided by Other Party</b>
<b>Conference/Seminar Participation</b>			
<b>Interpretation/Explanation of Standards or OSHA Policy</b>			
<b>Abatement Assistance</b>			
<b>Speeches</b>			
<b>Other (specify)</b>			
<b>Comments/Explanations (briefly describe activities, or explain if activity provided for but not performed)</b>			

<b>2e. VPP-Focused Activities (if performed, provide the following totals)</b>	
<b>Partners/participants actively seeking VPP participation</b>	
<b>Applications submitted</b>	
<b>VPP participants</b>	
<b>Comments/Explanations (briefly describe activities, or explain if activity provided for but not performed)</b>	

<b>2f. OSHA Enforcement Activity (if performed, provide the following totals for any programmed, unprogrammed, and verification-related inspections)</b>	
<b>OSHA enforcement inspections conducted</b>	
<b>OSHA enforcement inspections in compliance</b>	
<b>OSHA enforcement inspections with violations cited</b>	
<b>Average number of citations classified as Serious, Repeat, and Willful</b>	
<b>Comments/Explanations (briefly describe activities, or explain if activity provided for but not performed)</b>	

<b>2g. Offsite Verification (if performed provide the following total)</b>	
<b>Offsite verifications performed</b>	
<b>Comments/Explanations (briefly describe activities, or explain if activity provided for but not performed)</b>	

<b>2h. Onsite Non-Enforcement Verification (if performed provide the following total)</b>	
<b>Onsite non-enforcement verifications performed</b>	
<b>Comments/Explanations (briefly describe activities, or explain if activity provided for but not performed)</b>	

<b>2i. Participant Self-Inspections (if performed provide the following totals)</b>	
Self-inspections performed	
Hazards and/or violations identified and corrected/abated	
Comments/Explanations (briefly describe activities, or explain if activity provided for but not performed)	

<b>2j. Other Activities (briefly describe other activities performed)</b>

**Section 3      *Illness and Injury Information<sup>A</sup>***

Year	Hours	Total Cases	TCIR	# of Days Away from Work Restricted and Transferred Activity Cases	DART
2000					
2001					
2002					
<b>Total</b>					
<b>Three-Year Rate (2000-2002)</b>					
<b>BLS National Average for 2001</b>					
<b>Baseline</b>					

<b>Comments</b>

<sup>A</sup> Sample Chart – not required format

**Section 4 Partnership Plans, Benefits, and Recommendations**

Changes and Challenges (check all applicable)		
	Changes	Challenges
Management Structure		
Participants		
Data Collection		
Employee Involvement		
OSHA Enforcement Inspections		
Partnership Outreach		
Training		
Other (specify)		
Comments		

Plans to Improve (check all applicable)		
	Improvements	N/A
Meet more often		
Improve data collection		
Conduct more training		
Change goals		
Comments		

Partnership Benefits (check all applicable)	
Increased safety and health awareness	
Improved relationship with OSHA	
Improved relationship with employers	
Improved relationship with employees or unions	
Increased number of participants	
Other (specify)	
Comments	

Status Recommendation (check one)	
Partnership Completed	<input type="checkbox"/>
Continue/Renew	<input type="checkbox"/>
Continue with the following provisions:	<input type="checkbox"/>
Terminate (provide explanation)	<input type="checkbox"/>



## APPENDIX D

### RECORDS AND INFORMATION MANAGEMENT

ACTION	WHEN	BY
Establish and maintain primary OSP file	At signing or before	Originating Office/Directorate
Establish a National file for each OSP	Upon receipt of signed agreement or other pertinent documentation	DCSP
Provide adequate notification of proposed OSP for review of the draft agreement	As soon as working draft has been developed	Originating Office/Directorate, with assistance from DCSP when appropriate
Prepare and submit PRA information	At least four to six weeks prior to signing	Originating Office/Directorate
Process PRA information for submittal to OMB	Upon receipt from Originating Office/Directorate	DCSP
Notify DCSP of anticipated signing date	Four weeks prior to anticipated signing, when possible	Originating Office/Directorate
Maintain advance signing “tickler” and distribute	Ongoing, at least monthly	DCSP
Provide electronic copy of agreement and fax/scan of signature page to DCSP	Upon signing	Originating Office/Directorate

ACTION	WHEN	BY
Prepare and issue Press Release (with consent of partners)	Upon signing of agreement, and thereafter when noteworthy events occur	Originating Office/Directorate through appropriate OSHA Office of Communications
Maintain open and closed partnerships in the OSPP spreadsheet and/or database, as well as other related activities and information	Ongoing	DCSP with support from Originating Office/Directorate
Update OSHA OSP web page, to include OSP summaries, highlights, and results	Ongoing	DCSP with support from Originating Office/Directorate and the Directorate of Information Technology
Prepare OSP Annual Evaluation Report and submit to DCSP	Within 60 days of first year anniversary, then annually thereafter.	Originating Office/Directorate
Craft timely summaries of OSP success and impact, and submit to DCSP	Ongoing	Originating Office/Directorate
Prepare reports highlighting OSPP impact and activity, and share with stakeholders and other affected parties	Ongoing	DCSP
When requests are received from a member of the public for disclosure under the Freedom of Information Act for information submitted to OSHA by a partnership participant that may constitute confidential commercial information, OSHA will provide the partnership participant with prompt, written notice of the request and afford the partnership participant a reasonable period to object to the disclosure, as provided in DOL regulations at 29 CFR §70.26	Upon receipt of request	Originating Office/Directorate

**APPENDIX E**

**EFFECTIVE COMMUNICATION PROCESS  
FOR  
NATIONAL OSHA STRATEGIC PARTNERSHIPS**

A key success factor for the OSHA Strategic Partnership Program is ensuring effective communication processes are in place between all affected parties in the development, implementation, and management of the OSHA Strategic Partnership (OSP). This is especially true for National-level partnership agreements. Effective communication is required to ensure that National Office Directorates and Regional Offices can adequately plan and make joint decisions on important issues such as resource requirements. The matrix below outlines the communication process for developing National partnerships agreements.

<i><b>ACTION</b></i>	<i><b>BY WHOM</b></i>	<i><b>WHEN</b></i>
Begin discussions with potential partners	Any National Office Directorate	When OSHA is approached by or approaches one or more potential partners
Notify Directorate of Cooperative and State Programs via email of any new partnership under consideration	Originating National Office Directorate	When potential partners appear serious about moving forward with a formal OSP agreement
Verbally announce the potential OSP (“heads-up”)	Originating National Office Directorate	At the next scheduled Executive Staff meeting and Regional Administrators’ (RA) conference call, with periodic updates as appropriate
Prepare, and share via email, an OSP Executive Summary Report with the appropriate Regions and National Office Directorates  (See Appendix E-1 for the suggested OSP Executive Summary format)	Originating National Office Directorate	As soon after the “heads-up” announcement as possible; at a minimum, six weeks prior to an anticipated partnership signing.  <i>Exception if the Assistant Secretary (AS) or Deputy Assistant Secretary (DAS) give the OSP priority</i>
Share critical concerns via email with the originating National Office Directorate, with cc to DCSP	National Office Directors and/or Regional Administrators	Within one week of receipt of the OSP Executive Summary Report
Review and discuss concerns with the Office of the Assistant Secretary for decision	Originating National Office Directorate; DAS and/or AS	Within two weeks of receipt of National Office Directors’ and/or RAs’ concerns

<i>ACTION</i>	<i>BY WHOM</i>	<i>WHEN</i>
For “go” OSPs, continue work with partners to draft the final OSP agreement	Originating National Office Directorate	Per timeline worked out with potential partners
Share final draft partnership agreement with appropriate NO Directors, RAs, and the Office of the Solicitor (SOL) for final comment	Originating National Office Directorate	Minimum of three weeks prior to partnership signing  <i>Exception if OSP is placed on AS or DAS fast track</i>
Incorporate the final comments from the National Office Directors, RAs and/or SOL* into the final OSP agreement	Originating National Office Directorate	Prior to partnership signing

\* When issues raised during the review process cannot be resolved between the originating National Office Directorate and another interested party within OSHA, the matter will be forwarded to the appropriate DAS and/or AS for decision.

## **APPENDIX E-1**

### **EXECUTIVE SUMMARY REPORT FORMAT**

The following information is recommended for inclusion in the Executive Summary Report:

- Identify all potential partners
- Provide brief background information:
  - What is the origin of the OSP?
- Briefly explain the partnership rationale:
  - Number of fatalities, serious injuries, or illnesses
  - Conditions appropriate for strategic partnership
  - Expected focus
- Briefly describe OSP goals and expected outcomes
- Estimate number of employers/employees potentially impacted by the OSP
- Indicate the expected duration of the OSP and possible start date (e.g., three years; OSP to launch in January 2006)
- Identify the affected Regions and OSP coverage (e.g., four sites in Regions I, II, and IV)
- Estimate the potential field resources required for the OSP:
  - Compliance Assistance Specialists' participation at partner conferences
  - Periodic offsite technical assistance
  - Number and type of verifications (per Region/year)
- Include appropriate attachments:
  - Draft OSP agreement
  - Historical data/information on each partner (if available)

## APPENDIX F

### PAPERWORK REDUCTION ACT REQUIREMENTS

To comply with the Paperwork Reduction Act (PRA) of 1995, OSHA must document the public reporting burden imposed by the information collection requirements of an OSHA Strategic Partnership Program (OSPP) and must inform participants of that burden.

The Office of Management and Budget (OMB) has granted OSHA a generic approval to collect information for all OSP agreements. The approval includes procedures to obtain OMB authorization for each OSP. This document defines the process required to meet the terms of the generic approval. Responsibilities associated with the process are as follows:

#### Originating Office or Directorate.

1. The OSHA OSP Primary Contact, during development of the OSP, will provide all prospective partners with the following written narrative:

OMB Control Number 1218-0244

Expiration Date: **[update with new date]**

The public reporting burden for this partnership's collection of information is estimated at **(enter estimate)** per participant, per year. If you have any comments regarding this collection of information, including suggestions for reducing the burden or revising the burden estimate, please direct them to:

Occupational Safety and Health Administration  
Attention: Director, Office of Partnerships and Recognition  
Directorate of Cooperative and State Programs, Room N3700  
200 Constitution Avenue, NW  
Washington, DC 20210

Partners are not required to respond to this collection of information unless they have been advised in writing of the currently valid OMB Control Number for the OSHA Strategic Partnership Program.

2. For each OSP, the Originating Office or Directorate will submit an OSPP-PRA Information Form to the Directorate of Cooperative and State Programs prior (preferably four weeks) to signing (see Appendix F-1, OSPP-PRA Information Form).
3. Although only one submission is normally required, additional information or revisions may be needed if:
  - OMB requests additional information regarding the OSP prior to approval, or
  - The OSP experiences a substantial change in participants or participants' burden

hours, in which case an updated OSPP-PRA Information Form must be submitted.

Directorate of Cooperative and State Programs (DCSP).

1. In cooperation with the originating Office or Directorate, DCSP will review and revise, as needed, the OSPP-PRA Information Form, and enter the information into the OSPP database.
2. Summarize all PRA information and submit to the Directorate of Standards and Guidance.
3. For each new OSP, complete and submit an OSPP Supplemental Information Sheet to the Directorate of Standards and Guidance.

Directorate of Standards and Guidance.

1. In cooperation with DCSP, the Directorate of Standards and Guidance will review and revise, as needed, the OSPP Supplemental Information Sheet.
2. Submit the OSPP Supplemental Information Sheet to the Department's Office of the Assistant Secretary for Administration and Management, for processing and submittal to OMB.

OMB has 10 working days to provide OSHA with comment regarding an OSP's information collection activity. If OMB does not provide a response within the 10-day comment period, the OSP is deemed approved for the purposes of the PRA.

## APPENDIX F-1

### SAMPLE OSPP-PRA INFORMATION FORM

To meet the requirements of the Paperwork Reduction Act and obtain OMB approval, OSHA needs the following information for each OSP. This information must be submitted to the DCSP prior to signing a new OSP agreement (preferably 4 weeks prior).

Ref #	
-------	--

**Part I – General Information**

Date Submitted		Originating OSHA Office	
Submitted By		Phone	
Partnership Name			
OSHA Primary Contact			
Partnership Summary (this section will also be used on the web and for weekly RA and Exec Staff updates and should cover key partners and goals)			

**Part II – Identification of Data**

Primary (non-OSHA) Information Collector:		
Information Collected (check all applicable)		
Illness and injury data	Fatality Data	
Self audits/evaluations	Equipment inspection/certification	
Monitoring results	Experience Modification Rates (EMR)	
Accident/near-miss investigations	Hazards identified and abated	
Data related to safety and health management systems (and elements)	Logistical (i.e. site information, project/process descriptions, etc.)	
Workers' compensation		
Other (list) -		

**Part III – Determination of Burden Hours**

Estimated Number of Total Participants	X	Average Yearly Burden Hours per Participant*	=	Total Yearly Burden Hours for Partnership

\* Average yearly burden hours per participant may be calculated for each specific partnership based on feedback from partners and prior experience with similar agreements **or**

You may select to use the estimated average listed in the OSPP Supporting Statement for the Collection of Information, September 2002 of **11 hours**. This estimate is based on an analysis of existing OSHA Strategic Partnerships.



## PRA INFORMATION FORM FIELD CLARIFICATION

<b>Date</b>	Date the form was submitted to DCSP.
<b>Originating OSHA Office</b>	Name and location of the OSHA office primarily involved in the development and management of the OSP. This may be a National, Regional, or Area Office.
<b>Submitted by/ Phone</b>	Name and contact information of the OSHA person submitting the PRA form to DCSP.
<b>Partnership Name</b>	Official OSP name as it will appear on the signed OSP agreement.
<b>OSHA Primary Contact</b>	Name of OSHA employee who will have primary responsibility for the OSP.
<b>Partnership Summary</b>	Brief description of the OSP, including key partners, goals of partnership, and description of worksite/process. This section will also be used on the web and for weekly RA and Exec Staff updates.
<b>Primary Information Collector</b>	The partner or association that will have primary responsibility for gathering partnership measurement data for assessing partnership impact and success. This will normally be the primary employer, such as the prime contractor at a construction site.
<b>Information Collected</b>	Type of information that will be gathered to assess impact of the partnership on workplace safety and health. The information collected should reflect the goals and measures established in the partnership agreement.
<b>Estimated Number of Participants</b>	Total number of OSP participants who are expected to submit information in support of the OSP. For partnerships with multiple participants, the number could be based on the likely number of participants among a trade group/association total membership, number of subcontractors expected to work on a partnership site, etc.
<b>Average Yearly Burden Hours per Participant</b>	<p>Option 1 – Calculate average burden hours for each participant based on feedback from partners and prior experience with similar agreements. Do not include time spent collecting, maintaining, or preparing information otherwise required by law or normal business practice.</p> <p>Example #1 OSHA requires all firms with 10+ employees to maintain an OSHA 300 log. This is not included in calculating burden hours.</p> <p>Example #2: The OSP requires that all participants use their OSHA 300 log to conduct a trend analysis, prepare a report of findings, and submit the log and the report to OSHA on an annual basis. Time spent conducting the trend analysis, producing the report, and submitting both to OSHA are included when calculating burden hours.</p> <p>Option 2 - Use the estimated average listed in the OSPP Supporting Statement for the Collection of Information, September 2002 of <b>11 hours</b>. This estimate was based on an analysis of existing OSHA Strategic Partnerships.</p>
<b>Total Yearly Burden Hours for Partnership</b>	Multiply the Estimated Number of Participants by the Average Yearly Burden Hours.

## APPENDIX G

### GUIDANCE ON EMPLOYEE INVOLVEMENT

Experience has shown that employee involvement is an essential component of any effective safety and health management system. Any OSHA Strategic Partnership (OSP) agreement that requires implementation of a safety and health management system must have partnering employers commit to include employee involvement in their management system. During any verification activity, and during OSHA inspections, the Agency will consider the degree and quality of employee involvement. Employee involvement should also be considered during the periodic worksite self-evaluations that are integral to an effective safety and health management system. To ensure the quality of involvement, appropriate safety and health training may be necessary prior to involving employees in many safety and health activities. Employee involvement may include, but is not limited to:

- Conducting worksite inspections, safety and health audits, job hazard analyses, and other types of hazard identification.
- Developing and using a system for reporting hazards.
- Developing and revising the worksite's safety and health rules and safe work practices.
- Participating on workplace teams charged with identifying root causes of accidents, incidents, or breakdowns.
- Implementing controls to eliminate or reduce hazard exposure.
- Assisting in job hazard analyses.
- Making presentations at safety and health meetings.
- Participating on safety and health committees, joint labor-management committees, and other advisory or specific purpose committees, if otherwise lawful and appropriate.
- Delivering safety and health training to current and newly hired employees.
- Participating in safety and health program reviews.