

**U.S. Department of Labor**

Bureau of Labor Statistics  
2 Massachusetts Ave., N.E.  
Washington, D.C. 20212



DATE: **June 14, 2022**  
**OSHS ADMINISTRATIVE MEMORANDUM NO. S-22-02**

MEMORANDUM FOR: **STATE AGENCIES PARTICIPATING IN THE SOII**  
**STATE AGENCIES PARTICIPATING IN THE CFOI**  
**BLS REGIONAL COMMISSIONERS**

FROM: **JAY A. MOUSA**  
Associate Commissioner  
Office of Field Operations

SUBJECT: Occupational Safety and Health Statistics (OSHS) Program  
Cooperative Agreement Application Package for Fiscal Year 2023

- I. Purpose: The purpose of this memorandum is to transmit the fiscal year (FY) 2023 OSHS Cooperative Agreement (CA) application package and provide information about the application process.
- II. Applicability: For the sake of simplicity, all state agencies will receive this package; therefore, we have included the work statements for the Survey of Occupational Injuries and Illnesses (SOII) and for the Census of Fatal Occupational Injuries (CFOI). We realize, however, that not all state agencies participate in both the SOII and CFOI. Your regional office will be contacting you with follow-up information.
- III. Office of Management and Budget (OMB) Paperwork Reduction Act Approval: The BLS received OMB approval of a generic OSHS CA application package through June 30, 2024. Under this approval, changes in work statements will be reviewed every year by the OMB and published in the *Federal Register* for 30 days if any of the changes are deemed substantive to the information collection burden. The OMB approval number for this decision is 1220-0149.
- IV. Grants Management Systems: The BLS intends to transition from using the legacy DOL grants management system, eGrants, to a new grants management system, GrantSolutions, in FY 2023. This transition will involve changes to the cooperative agreements, specifically the application process, and the use of new forms. Additional information on the specific changes and timing of the transition will be forthcoming. All forms and instructions in this application package will remain in effect until notified by the BLS.
- V. Changes: Along with some routine updates of reference dates, editorial updates, and clarifying changes, we have made other, more significant changes to the CA. The significant changes are described below, organized by Part and Section of the CA.

**PART I. ADMINISTRATIVE REQUIREMENTS**

*Section S., Data and Communications Safeguards*

- S.14. The language was updated to reflect the fact that BLS LAN/WAN and BLSCS are now under the DOL Ongoing Authorization Program.
- S.17. Removed the requirement that cloud services must be operated by employees who are U.S. Citizens on U.S. soil. Updated language to indicate that providers must have Federal Risk and Authorization Management Program (FedRAMP) approval on a moderate baseline.
- S.28. Added a new requirement that State employees telework from a domestic U.S. location and moved a previous requirement that no personally-owned equipment can be used to this section.

- S.28.a-h All bullet points were deleted to remove some requirements and simplify general communication in this section.

## **PART II. APPLICATION INSTRUCTIONS**

- 1.b.8. Updated the language on DUNS numbers with language on the new UEI numbers that are replacing them.

## **PART III. APPLICATION MATERIALS**

### **APPLICATION FOR FEDERAL ASSISTANCE (STANDARD FORM 424)**

- 8.c. Updated the language on DUNS numbers with language on the new UEI numbers that are replacing them.

### **INSTRUCTIONS FOR THE SF 424**

- 8.a. Updated the language on legal names to reflect the fact that applicants now register with the System for Award Management (SAM) instead of the Central Contractor Registry (CCR).
- 8.c. Updated the language on DUNS numbers with language on the new UEI numbers that are replacing them.

### **BLS AGENT AGREEMENT**

2. Added a requirement that BLS Agents complete confidentiality and security training provided by BLS at the start of their access and on an annual basis thereafter.

### **OSHS COOPERATIVE AGREEMENT WORK STATEMENTS**

#### **ALL OSHS PROGRAM**

##### *Section C., Program Requirements Applicable to both SOII and CFOI*

- C.2. Changed reporting methods to reflect electronic submission procedures.
- C.3. Clarified that SGAs shall install and deploy operating system updates “for BLS-provided desktops and meet requirements for any state provided machines.”
- Added “SOII Survey System (BigSOII)” to the list of OSHS software that will be tested by States.

#### **Census of Fatal Occupational Injuries (CFOI)**

##### *Section A., Program Activities*

- A.1. Added language indicating that SGAs shall whenever possible obtain source documents electronically.
- A.2. Removed language on the average number of sources in the BLS performance standard. Added language indicating that SGAs should authenticate the scope and work-relatedness of injuries and code each fatal work injury case as completely as possible.

Section C., Research Files

Updated the name of the signatory of Letters of Agreement (LOA) from the Assistant Commissioner for Safety, Health, and Working Conditions to the Associate Commissioner for Compensation and Working Conditions.

Added a paragraph on how researchers can access an unmasked microdata research file at a Federal Statistical Research Data Center. Included language explaining that researchers must sign an LOA with the BLS to ensure they comply with the pledge of confidentiality made to data sources by the BLS and the SGA.

VI. Key Administrative Provisions:

- A. Please refer to the instructions in *Part II, Application Instructions, Section B.* of the CA for submitting the cooperative agreement applications. **Separate instructions are included for electronic signature applications and wet signature applications.**
- B. By signing the CA, grantees are automatically certifying that they are in compliance with the debarment, suspension, and other responsibility matters; drug-free workplace; and lobbying requirements. Additional forms must be submitted only in particular situations, spelled out in the CA.
- C. The BLS State Cooperating Representative **must sign the BLS Agent Agreement** and submit the form to his or her respective BLS regional office as instructed in *Part II, Application Instructions, Section C.6* of the CA.
- D. By signing the CA, grantees are agreeing to the financial reporting requirements it contains. These call for reporting to the Department of Health and Human Services Payment Management System (HHS-PMS) using the Federal Financial Report (FFR) and also submitting the BLS-OSHS2 Quarterly Financial Report to the BLS regional office within the 30-day period following the end of each quarter.
- E. Only **one electronic signed original OSHS CA closeout package** is required to be sent to the BLS.

VII. Schedule:

Review and discussion with states on the 2023 CA.....July-August 2022  
Draft 2023 CA application due in regional office (RO).....To be set by RO  
2022 OSHS CA modifications to deobligate funding to be re-used by the program due in national office (NO).....July 18, 2022  
2022 OSHS CA modifications to add funding to the CAs due in NO.....August 1, 2022  
Final, signed 2023 CA application due in RO.....August 12, 2022  
Final 2022 OSHS CA modifications to deobligate funding to be returned to the NO due in NO .....August 16, 2022  
Effective date of 2023 CA.....October 1, 2022  
Completed, signed 2023 CAs due in national office.....October 4, 2022

VIII. Clearance Required: Any variances to the 2023 CA work statements must be approved by the BLS before the package is submitted in final.

IX. Action Required:

- A. Grantees are requested to observe the time frame for the submission of their draft and final CA applications as specified above.
- B. Grantees are reminded that new obligations cannot be charged to the 2022 CA after September 30, 2022, and that closeouts of the 2022 CA are due to the regional offices 90 days after the end of the fiscal year.
- C. Grantees are requested to budget only **whole dollar** amounts for their Federal and state Cooperative Agreement budget.

- D. Grantees are requested to only use the most up-to-date forms when submitting their initial CA application, any subsequent CA modifications, and their CA closeout. The most up-to-date forms are included in this CA application and can be found on StateWeb.
  
- X. Inquiries: Questions on any aspect of this memorandum may be directed to the appropriate BLS regional office.
  
- XI. Attachments: Occupational Safety and Health Statistics Program Cooperative Agreement  
FY 2023 Cooperative Agreement Document Numbers

**OCCUPATIONAL SAFETY AND HEALTH  
STATISTICS PROGRAM  
COOPERATIVE AGREEMENT**

PART I. ADMINISTRATIVE REQUIREMENTS

PART II. APPLICATION INSTRUCTIONS

PART III. APPLICATION MATERIALS

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# I. ADMINISTRATIVE REQUIREMENTS

## 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 an 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.

No base-program costs may be charged to an additional activity to maintain currency (AAMC), whether or not the AAMC is related to the base program.

## **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 (SOII, CFOI, and AAMCs). The BLS-OSHS2 Quarterly Financial Report captures both quarterly and cumulative expenditures for each program (SOII, CFOI, and AAMCs). 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.
- The BLS reserves the right to withhold payment to a state agency if financial reports are delinquent.

### Closeout Financial Reporting Requirements

State agencies should use the Transmittal and Certification Form as a checklist to ensure all required forms are included in the closeout package submitted to the regional office.

- BLS-OSHS2 – State agencies must submit the final BLS-OSHS2 Quarterly Financial Report to the regional office as part of the closeout package.
- 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 outside of HHS-PMS 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.grants.gov/web/grants/forms/post-award-reporting-forms.html>. A PDF fillable version of the FFR is located on StateWeb and may be electronically signed.

## **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. Additional Activities to Maintain Currency

AAMCs are research projects identified by the SGA. They are funded under the CA and may extend the life of the CA beyond its initial termination date.

AAMCs require prior written approval from the BLS. The SGA initiates an AAMC by submitting a letter to their regional office, outlining the proposal. (Detailed instructions for what kind of information to include in the request letter is contained later in Part II, Section 9.) If the proposal is approved, the BLS will match the SGA funding and the SGA and the BLS will modify the CA to add funding and incorporate the approved proposal as part of the statement of work.

All AAMCs must be planned to start in the fiscal year in which they are funded and be completed no later than the end of the fiscal year following their initiation. All extensions to the end date of the CA due to the AAMC must be requested in writing and approved by the BLS Grant Officer in writing. If granted a time extension, the SGA and the BLS must be clear about which work statement deliverables from the CA will apply. The period of performance of an AAMC is to be no longer than 18 months.

4. Obtaining Prior Approval

A request for prior approval of any budget revision will include the budget information form (SF-424A), 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 or for an AAMC, the SGA should submit one original copy of materials, as follows:

- a. SF-424 reflecting the revision or AAMC, if appropriate;
- b. SF-424A annotated to reflect the modified budget elements or AAMC for which funding has been agreed upon; 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 or for an AAMC for which funding has been approved.

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.

5. 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 an 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.

6. Time Extensions

Where the sole purpose of a change to the CA is to provide additional time to complete deliverables that relate to AAMCs, a unilateral modification may also be used. Again, the BLS prefers the use of a bilateral modification, but will initiate a unilateral modification to effect the change to reduce the state's workload and paperwork. As noted above, any modification to extend the period of performance must clearly state what work is still being done. Modifications to extend the duration of an AAMC need to be completed prior to the end of the period of performance for the AAMC.

**M. EQUIPMENT**

The SGA shall use, manage, and dispose of equipment acquired under the cooperative agreement in accordance with state laws and procedures and with the provisions of the All OSHS Program Work Statement. When disposing of equipment, which includes printers, hard drives must be properly sanitized. The state may choose to ship the equipment back to BLS for disposal. 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 2CFR 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 an SGA, must be used and disposed of according to standards appearing at 2 CFR 200.313(a)(1)-(3).

At the beginning of fiscal year 2020, BLS most recently provided the SGA with the computer equipment necessary for conducting OSHS program activities. The model provided is end of life in September 2024. The SGA can also purchase its own equipment with confirmation from the regional office to ensure compatibility with other OSHS equipment and with OSHS computer systems. BLS will no longer be providing computer equipment for the SGA including printers and will be transitioning states to exclusive use of the FedState Portal to access BLS systems eliminating the need for BLS to continue paying for the SGA telecommunications lines. At the end of the migration to the FedState portal, the State internet services will be utilized instead of the dedicated OSH connections and T1 lines. As the SGA migrates to the FedState portal, they will be responsible for purchasing all computer equipment. Once migrated to the FedState portal, the current BLS provided desktops and state purchased desktops will no longer be supported by BLS. The SGA's State Information Technology staff will need to support the SGA's computer equipment that BLS is currently providing. The migration of SGAs to the FedState portal will begin in fiscal year 2022 and finish in 2023.

## **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. Non-substantive activities for which BLS grants permission to the SGA to contract work, may also be subcontracted on a case-by-case basis so long as approved by the BLS and the SGA and their contractors follow the confidentiality requirements around contracting set out in part I, section R.6. of this CA.

## **O. BUDGET VARIANCES**

At the end of the first fiscal year of the CA, after the funded base program activities are complete but before a partial closeout of the base programs is conducted, eligible SGAs may request a budget variance from the BLS. Budget variances permit eligible states to move a limited amount of federal and state matching funds between base programs and additional activities to maintain currency (AAMCs) to help minimize over- or under-obligation of funds to any single program. Budget variances are allowable, subject to the following conditions:

- a. CFOI and SOII programs must have received funding from the same fiscal year award and must be conducted by the same SGA.
- b. Any budget variance request must move equal amounts of federal OSHS funding and state matching funds.
- c. The total amount to be moved cannot exceed 4 percent of the SGA's total fiscal year CA funding for the base programs (i.e., SOII and CFOI), and their associated AAMCs (the funding totals may be figured including any funds that have been deobligated during the year).
- d. Budget variance actions for any base program will be limited to:
  1. 20 percent, when the program is funded at \$55,000 or more; or
  2. 25 percent (up to a maximum of \$13,000) or \$1,000, whichever is greater, when the program is funded at less than \$55,000.

3. Budget variance actions for any individual AAMC will be limited to the lesser of either \$1,000 or 33 percent of the total annual project amount.
- e. Moving funds from OSHS AAMCs to base programs is not allowed.
  - f. Moving base program funds to an AAMC that is funded during the fiscal year may occur regardless of the AAMC's end date. Appropriate revisions to the work statement may also be necessary and modifications may be necessary to the CA. Example: As funds are added with the intent of expanding the scope of work, modifications will be needed.
  - g. Budget variance actions cannot be utilized to provide the initial funding for any AAMC project.
  - h. Total payments received to date and total reported expenditures for any base program must be less than the program's post-budget variance, revised total budget; otherwise, the transfer cannot be completed. In particular, when the budget variance requests funds to be deobligated from a program, the state's drawdowns and reported expenditures in the Department of Health and Human Services Payment Management System (HHS-PMS) cannot exceed the post-budget variance amount.
  - i. The budget variance form should be completed in dollars and cents when necessary.
  - j. Any requests for budget variances from previous years must receive the prior approval of Amy Hobby, Grants Manager, Office of Administration, Division of Financial Management. Requests for moving funds with a budget variance must be kept within the same fiscal year and cannot take into account prior-year funding.

Eligible SGAs should submit their requests for budget variances to the appropriate regional office within 60 calendar days after the end of the fiscal year. State agencies should use the BLS OSHS Cooperative Agreement Budget Variance Request Form to request the budget variance. (A copy of this form is attached to the end of Part I.)

## **P. 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.

If, by virtue of an AAMC, a CA extends beyond the end of the fiscal year of funding, a two-step closeout process is required. A state agency will perform a partial closeout (i.e., financial reconciliation) of the base programs (SOII and CFOI) at the end of the fiscal year of funding. As required by OMB, the state agency will perform a final closeout of all base programs and AAMCs 90 days after the last AAMC ends, or; 90 days after the end of the fiscal year in which the last AAMC ends.

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); the SF-425 Federal Financial Report (FFR) item 10 (lines d – k) and item 11 (lines a – f); and the Property Listing (where applicable). The BLS-specific forms are included as part of this Cooperative Agreement Application and located on StateWeb. As required by OMB, closeout packages are due no later than 90 calendar days after the end of the Cooperative Agreement period. If SGAs are not able to make this deadline, they 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 regional office grants staff 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.

## **Q. 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. For some electronic records accessible to BLS, BLS may extract 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 two years after submitting the final updated CFOI data file for the reference year, unless instructed otherwise by the national office for federally-sourced documents that require earlier disposal.

### **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.

## **R. 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) (44 USC 3561 et seq.) 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. Survey-collected Personally Identifiable Information.
- vi. 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)

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

Personally Identifiable Information (Protected by Federal Policies)

- viii. Any representation of information about an individual that permits the identity of the individual to whom the information applies to be reasonably inferred by either direct or indirect means. BLS-specific examples include but are not limited to, education, financial transactions, and medical, criminal, or employment history, and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

3. State's Confidentiality Responsibility

- a. The state agency agrees to use respondent and personally 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 been approved for access to BLS pre-release information as certified by the BLS State Cooperating Representative.
- c. The state agency agrees to notify the BLS regional office immediately upon discovering:
  - 1. Any breach or suspected breach of security, or
  - 2. Any disclosure of the confidential information not authorized by this cooperative agreement.

- d. To ensure secure transmission of BLS confidential information, the following conditions must be met:
1. Transmission of confidential information will be restricted to BLS-maintained connections.
  2. Unless prevented by technical constraints, 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.
  3. Transmission via portable media must also be encrypted using FIPS 140-2 validated methods.
  4. If technical constraints prevent the transmission of confidential data via methods described above, FIPS 140-2 validated methods must be used. Any questions concerning transmissions, methods, and use should be submitted to BLS for clarification.

4. Access to Confidential Information

- a. The state agency agrees to assign BLS State Cooperating Representative(s) for the OSHS program components it undertakes under the cooperative agreement (the SOII 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 confidential 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.



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.

- a. Contractor officers and employees must adhere to CIPSEA and all applicable Federal laws regarding the handling of all respondent and personally 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;
- b. Access to respondent and personally 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;
- c. 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;
- d. Reliability of personnel;
- e. No subcontracting permitted without the prior written approval of the BLS Grant Officer and the inclusion in the subcontract of adequate and appropriate confidentiality provisions as set out in this section;
- f. Right of inspection of contractor facilities;
- g. Physically secure work site and computer/communications environment;
- h. Exclusive storage facilities for confidential information;
- i. 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;
- j. Right of termination for failure to comply with security requirements;
- k. Right to review outputs produced from respondent and personally identifiable information prior to release or publication;
- l. Return or destruction of confidential information upon termination of the contract; and
- m. Contractor shall not, by action or inaction, do anything to cause the state to violate the terms of this cooperative agreement.

## **S. DATA AND COMMUNICATIONS SAFEGUARDS**

### **1. Background**

This 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, and 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. This safeguard is in place until the SGA has migrated to the FedState portal or is using a state-owned laptop to access the FedState portal.

2. Authority

For security purposes, this agreement is entered into under the authority of the Federal Information Security Modernization Act of 2014 (Public Law 113-283).

3. Purpose

This agreement between the parties allows for exchanges of information between state offices using information systems owned, operated, and processed at the BLS 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, as implemented by BLS. This section describes the agreement between the parties for the purpose of securing the data on the connected systems. It is the intent of the parties that they will be bound by this cooperative agreement once it is signed by each authorizing official for the connected systems.

The BLS established and maintains a separate network for the state partners to access via dedicated communications lines for the purposes of processing surveys per the cooperative agreement. To assist in this work, state-accessible intranets are maintained to provide information on program operations and to access files needed to process the surveys. Files are shared with the BLS-state teams. This connectivity also provides for training and email communications. The BLS network provides only the capabilities, access, and information needed to execute the tenets of the cooperative agreement. Internal BLS resources will not be accessible by state personnel.

Identification and authentication security controls for connection to the state-accessible network are provided exclusively by BLS and no trust is assumed for credentials issued by the states.

The BLS exclusively provides for the encryption of confidential data to/from state partners. No state-provided security controls are assumed or used in protecting the confidentiality or integrity of these transmissions.

4. Connection Type

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.

The FedState Portal has been developed as an alternative to connect to BLS. The portal allows states to connect using their internet connection. Users have an RSA token and use that to securely access BLS applications housed on the portal.

5. Locations

The core of the BLS network resides in the Equinix Data Center facility (21715 Filigree Ct, DC5, Ashburn, VA) with some components 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.

6. Data Classification

The sensitivity and criticality of BLS LAN/WAN as well as BLSCS, were assessed using the DOL OCIO Cyber Security Asset Management tool. The tool is compliant with NIST SP 800-60, which provides guidance on implementing Federal Information Processing Standard (FIPS) 199. BLS LAN/WAN and BLSCS have been evaluated for confidentiality, integrity, and availability requirements. The results for each security objective are as follows:

a. Confidentiality

The system contains information that requires protection from unauthorized disclosure, such as confidential respondent data and data subject to sensitive system data such as usernames and passwords. Confidentiality is considered Moderate.

b. Integrity

The BLS economic estimates that rely on this system are released on stringent timetables. Erroneous data could affect the BLS' standing as a reliable statistical agency and could have a serious impact on government economic decisions and the financial markets. Integrity is considered Low.

c. Availability

A significant delay in the release of data could affect the BLS' standing as a reliable statistical agency and could have a serious impact on government economic decisions and the financial markets. In the event of loss of availability, the system must be restored in a timely manner as outlined in the applicable IT Contingency Plan or Continuity of Operations Plan. Availability is considered Low.

d. Overall Security Categorization

According to FIPS 199, a system's overall security categorization, also known as the "high water mark", is determined by highest individual sensitivity level for all three of the security objectives. The overall Security Categorizations of BLS LAN/WAN and BLSCS are Moderate.

The most sensitive data exchanged via the systems' interconnections are considered controlled unclassified information (CUI).

7. Essential Communications Required Between the Parties to this Agreement

The parties agree to maintain open lines of communication between designated staff at both the managerial and technical levels. The parties agree to each designate an authorizing official for information security. The authorizing official, or designee, will be familiar with the security posture of the system.

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 contact information for technical leads for their respective systems, and to facilitate contact between technical leads to support the management and operation of the connection. To safeguard the confidentiality, integrity, and availability of the data stored,

processed, and transmitted on or between the connected systems, the parties agree to provide notice of specific events within the time indicated in this section.

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

LANWAN and BLSCS Support Staff  
202-691-5950  
LANHELP@bls.gov

8. Security Incidents

Technical staff will immediately notify their designated counterparts, via the BLS regional office contacts, when a security incident(s) is suspected or verifiably detected, so the other party may take steps to determine whether its system has been compromised and to take appropriate security precautions. Technical staff will provide reasonable support to their counterparts in support of analysis and/or investigation into any security incidents.

9. Disasters and Contingency

In the event of a disaster, technical staff for the system 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 of the interconnected systems.

10. Reporting Security Incidents and Disasters

In the event of a security incident or disaster, the owner of the system experiencing the incident or disaster will, in addition to the immediate notice provisions stated above, via the BLS regional office contacts, send formal written notification to the authorizing official for the other interconnected system within three days after detection of the incident(s). This written notification will describe the security incident or disaster in detail and state the measures taken to protect the confidentiality, integrity and availability of information on the interconnected systems.

11. Material Change to System Configuration

Planned technical changes to the system architecture that may affect security with the other party will be reported, via the BLS regional office contacts, to technical staff before such changes are implemented. The initiating party agrees to conduct a risk assessment based on the new system architecture. In the event of material changes to the system's configuration, the parties agree to modify this document as necessary.

12. New Connections

If a state must change location(s) of its connection(s), the state must give the BLS at least 60 days advance notice before moving the line and provide a state technical contact to coordinate the move. Once a site is fully migrated to the portal, which includes the dropping of all BLS dedicated lines, 60 days advance notice will not be required.

13. Point of Demarcation

The logical components within each system at which control over and protection of the data becomes responsibility of the other system is documented in the BLS LAN/WAN and BLSCS System Security Plans (SSPs), which are available to authorized parties on request.



14. Authorization Boundary

The boundary between these two systems is as described in the BLS LAN/WAN and BLSCS SSPs. BLS LAN/WAN and BLSCS were last re-authorized, under the DOL Ongoing Authorization program, in June 2021. These authorizations are not tied to a termination date but rather remain valid until a significant change occurs altering the risk profile of the system or an event trigger indicates an information security risk above an acceptable level.

15. Topology Drawing

A drawing showing systems and boundaries, which emphasizes where data of one system is placed in the other system or transported between access points is included in the BLS LAN/WAN and BLSCS SSPs.

16. Connection Safeguards

Both parties agree that the safeguards implemented on their systems are in place and operating effectively as described in their respective system's assessment and authorization or equivalent documentation. Technical safeguards are to be implemented prior to, and as a condition of, establishing and maintaining a secure connection between and within the domain of the sites. The controls listed in the BLS LAN/WAN and BLSCS SSPs include the technical controls required of Federal systems by Federal Information Processing Standards (FIPS) 200 and described in detail in NIST SP 800-53 and NIST SP 800-53A.

The State agency agrees to ensure that all systems used to store or process data under this agreement comply with all applicable Federal information security directives, acts, laws, regulations, standards, and guidelines. The State agency shall ensure implementation of the respective security controls catalogued in the current version of National Institute of Standards and Technology (NIST) Special Publication 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations", and the operating system settings recommended by the manufacturers of the commercial off-the-shelf (COTS) products selected for integration, into any systems used to store or process BLS data. Per NIST 800-171, the BLS reserves the right to request the system security plan and any associated plans of action for any planned implementations or mitigations. In instances where the State agency finds that a security control does not apply or cannot be met, the State agency may request an exception. Any exceptions must be approved in writing by the BLS.

17. Cloud Service Providers

State acquisition of a Cloud Service Provider(s) (CSP) cloud service offerings to service BLS confidential information must be acquired through Federal Risk and Authorization Management Program (FedRAMP) compliant vendors. Cloud providers servicing BLS confidential data must have FedRAMP approval with a moderate baseline. Cloud services for confidential information must utilize Government Only Tenants. States must submit a CSP vendor's FedRAMP package ID and service name for continuous monitoring security review at the request of the BLS. BLS confidential information must have defined access controls and be encrypted at rest and in transit to prevent unauthorized access. Only FIPS-validated cryptography is approved for use in encrypting Federal information. It is a state responsibility to ensure that any employee of a CSP who will require access to unencrypted BLS confidential information for any purpose be designated as a BLS agent and receive the required training.

18. Personnel Changes

The parties agree to provide notification, via the BLS regional office contacts, of the separation or long-term absence of the system owner or technical lead. In addition, both parties will provide notification of any changes in point-of-contact information.

19. Security

Both parties agree to work together to ensure the joint security of the connected systems and the data they store, process, and transmit. Each party certifies that its respective system is designed, managed, and operated in compliance with all relevant laws, regulations, and policies.

20. Cost Considerations

Both parties agree to negotiate the costs of the connecting mechanism and/or media, but no such expenditures or financial commitments shall be made without the written concurrence of both parties. Modifications to either system that are necessary to support the connection are the responsibility of the respective system owners' organization.

21. Effect of Agreement

This agreement is an internal government agreement and is not intended to confer any right upon any private person.

Nothing in this agreement shall be interpreted as limiting, superseding, or otherwise affecting either agency's normal operations or decisions in carrying out its statutory or regulatory duties.

This agreement does not limit or restrict the parties from participating in similar activities or arrangement with other entities.

This agreement will be executed in full compliance with the Privacy Act of 1974.

22. Resolution Mechanism

In the event of any disagreement arising under this agreement, the parties shall attempt to resolve the disagreement through negotiations in good faith.

23. Authorizing Official Resolution and Consent to Monitoring

In the event of suspected fraud, abuse, or security infraction, the authorizing official for either connected system may, via the BLS regional office contacts, conduct an analysis and investigation. After the initial phases of the incident response plan have been executed, more specifically, the response and containment, and subsequent triage for the connected systems, the authorizing official or point of contact should be notified and provided with at least the basic knowledge that is known asof that point in time. Within five days of receipt of a written request for information, the authorizing official for the system that is the subject of the investigation shall provide all relevant documentation and other evidence or information necessary to support the investigation.

24. Both parties agree to implement safeguards to prevent unauthorized access by electronic or physical means to confidential information.

25. The BLS reserves the right to make unannounced inspections of state facilities to determine compliance with confidentiality and security requirements.

26. 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.
27. 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.
28. Telework Requirements

State employee telework locations may be included in the list of worksites. State employees may be permitted to telework from a domestic U.S. location on a full-time or temporary basis. All instances of contractor telework must be documented and approved by the BLS State Cooperating Representative before any telework begins. The state employee is expected to meet all of the security requirements for the telework site(s). No use of personally-owned equipment is permitted – unless otherwise authorized by BLS. The state employees should be prepared to demonstrate how they are implementing the security controls catalogued in NIST 800-171 for the telework site(s) and may be required to submit evidence of adherence through a System Security Plan (SSP) or other documentation. Any exceptions of a telework location to the NIST 800-171 requirements would need to be documented and approved in writing by the BLS State Cooperating Representative.

## **T. DATA COLLECTION INTEGRITY**

The integrity of the BLS 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 OSHA 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.

## **U. 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 non-appropriated funds (to include profits from any covered Federal action), which would be prohibited if paid for with appropriated funds.

## V. 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.

**BLS-OSHS QUARTERLY FINANCIAL REPORT BLS-OSHS2**

*OMB Approval No. 1220-0149; Expires 06-30-2024*



State Grant Agency: \_\_\_\_\_ Cooperative Agreement No.: \_\_\_\_\_ Reporting Period Ending: \_\_\_\_\_

**SECTION A – FINANCIAL ACTIVITY SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Expenditures for the Quarter		Cumulative Expenditures		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$

**SECTION B -- TOTAL EXPENDITURES BY BUDGET CATEGORY FOR THE CURRENT QUARTER**

6. Object Class Categories	GRANT PROGRAM, FUNCTION, OR ACTIVITY				TOTAL
	(1)	(2)	(3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a – 6h)					
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

BLS OSHS2 (Revised May 2018)

**CERTIFICATION:** I certify that to the best of my knowledge and belief the information provided above is accurate and complete, and was obtained from agency accounting records.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized for Local Reproduction

## BLS-OSHS QUARTERLY FINANCIAL REPORTING FORM

### GENERAL INSTRUCTIONS

This form is designed to capture actual expenditures for the quarter and cumulatively for the fiscal year. Reporting is separate by program activity, i.e., SOII, CFOI, SOII AAMC, CFOI AAMC and by object class categories. The report form parallels the Budget Information -- Non-Construction Programs form (SF-424A) and requires reporting by object class and program activity quarterly, based on the projections by program and object provided in SF-424A at the time application is made for the Cooperative Agreement. A completed original of this report is due in the BLS regional office no later than thirty days following the close of each quarter the agreement remains open, whether or not financial activity took place within the reporting period.

### SPECIFIC INSTRUCTIONS

**Section A - Financial Activity Summary.** Columns (a) and (b). Enter the abbreviated title of the program activity; i.e., SOII, CFOI, SOII AAMC, CFOI AAMC and the Catalog of Federal Domestic Assistance number "17.005."

Lines 1-4, Columns (c) and (d). Enter the Federal and Non-Federal expenditures for the current quarter for each program activity listed in Column (a).

Lines 1-4, Columns (e) and (f). Enter the Federal and Non-Federal expenditures for all quarters (including the current quarter) since the beginning of the agreement and the total cumulative of Federal and Non-Federal expenditures in Column (g).

**Section B - Total Expenditures by Budget Category.** In column headings (1) through (4), enter the abbreviated titles of the same program activities shown on Lines 1-4, Column (a), Section A. For each program activity, fill in the total expended (both Federal and Non-Federal combined), during the quarter, by object class categories in Lines 6a through h.

Line 6i, Enter the total of Lines 6a through h for each column used.

Line 6j, Enter the amount of Indirect Cost.

Line 6k, Enter the total amounts of Lines 6i and 6j.

Line 7, Enter the amount of program income, if any, during the quarter.

### CERTIFICATION

A duly authorized official of the state must sign and date the form. Only forms bearing an original signature will be valid and acceptable to the BLS.

### PAPERWORK BURDEN STATEMENT

We estimate that it will take an average of one hour to complete this form including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information. Your response is required to obtain or retain benefits under 29 USC 673. If you have any comments regarding this estimate or any other aspect of this form, including suggestions for reducing this burden, please send them to the Bureau of Labor Statistics, Division of Financial Management (1220-0149), 2 Massachusetts Avenue, N.E., Room 4135, Washington, D.C. 20212-0001. You are not required to respond to this collection of information unless it displays a currently valid OMB Approval Number.



TRANSMITTAL AND CERTIFICATION FORM

FOR OSHS COOPERATIVE AGREEMENT CLOSEOUT DOCUMENTS

We estimate that it will take an average of 8 minutes to complete this form including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information. Your response is required to obtain or retain benefits under 29 USC 673. If you have any comments regarding these estimates or any other aspect of this form, including suggestions for reducing this burden, send them to the Bureau of Labor Statistics, Division of Financial Management (1220-0149), 2 Massachusetts Avenue, NE, Room 4135, Washington, DC 20212-0001. You are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No. 1220-0149
Approval Expires
06-30-2024

State Grant
Agency (SGA): \_\_\_\_\_

Check, or write in, the appropriate boxes:

SOII [ ] CFOI [ ] Other [ ]

CA#: \_\_\_\_\_ CA Period
From: \_\_\_\_\_ To: \_\_\_\_\_

The following documents are being submitted for the closeout of the cooperative agreement indicated above.
(Check the appropriate boxes.)

Table with 3 columns: Partial Closeout, Final Closeout, Document Name. Rows include OSHS Financial Reconciliation Worksheet (2 Parts), SF-425 Federal Financial Report, BLS-OSHS2 Quarterly Financial Report, Property Listing, and Other (Specify).

"I certify, to the best of my knowledge and belief, that all information on this form is correct and complete. Further, all information on all documents that accompany and constitute the cooperative agreement closeout package are correct and complete. Finally, I certify, to the best of my knowledge and belief, that all program objectives, as delineated in the cooperative agreement work statement(s), have been met."

SGA Representative: \_\_\_\_\_ Title: \_\_\_\_\_
(type/print)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR THE BLS USE ONLY

Date Received in RO: \_\_\_\_\_ Received by: \_\_\_\_\_

Date Received in OFO: \_\_\_\_\_ Received by: \_\_\_\_\_

Date Received in DFM: \_\_\_\_\_ Received by: \_\_\_\_\_

Approved by (Analyst, BGM): \_\_\_\_\_ Date: \_\_\_\_\_

Remarks: [ ]



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# OSHS COOPERATIVE AGREEMENT BUDGET VARIANCE REQUEST FORM

1. Fill in the "FEDERAL TOTAL" and "NON-FEDERAL TOTAL" columns of this form from Column E and F of the current OSHS BIF (SF-424A) in the Cooperative Agreement (CA).
2. Insert the revised budget figures in the "REVISED FEDERAL TOTAL" and "REVISED NON-FEDERAL TOTAL" columns. The total amount of the revision cannot exceed 4.0% of the total CA amount. Any budget variance request must move equal amounts of federal OSHS funding and state matching funds. **All amounts should be entered in dollars and cents.**
3. Enter the "FEDERAL PAYMENTS TO DATE" for each program for which a variance is requested. No single program's "REVISED FEDERAL TOTAL" can be lower than the total "FEDERAL PAYMENTS TO DATE" for the program.
4. Forward the form to the regional office for review no later than 60 days after the end of the fiscal year. Regional offices will send Budget Variance Requests to the national office no later than 15 days after receipt from state agencies. Variance requests must be processed prior to the submission of closeout materials.

<p>We estimate that it will take an average of 15 minutes to complete this form including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information. Your response is required to obtain or retain benefits under 29 USC 673. If you have any comments regarding these estimates or any other aspect of this form, including suggestions for reducing this burden, send them to the Bureau of Labor Statistics, Division of Financial Management (1220-0149), 2 Massachusetts Avenue, NE, Room 4135, Washington, DC 20212-0001. You are not required to respond to the collection of information unless it displays a currently valid OMB control number.</p>	<p>OMB No. 1220-0149 Approval Expires 06-30-2024</p>
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PROGRAM	FEDERAL TOTAL	NON-FEDERAL TOTAL	REVISED FEDERAL TOTAL	REVISED NON-FEDERAL TOTAL	FEDERAL PAYMENTS TO DATE	VARIANCE
SOII						
CFOI						
Subtotal						
SOII-AAMC						
CFOI-AAMC						
Subtotal						
TOTAL						
State Agency Name:				OSHS CA No.:		
Requested by:						
Signature:				Date:		
Regional Office Review						
Variance Requested:				Percent of Total CA:		
Reviewed by:				Date:		
Approved by:				Date:		

OSHS CA BV Request Form (Revised June 2021)

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BLS OSHS FINANCIAL RECONCILIATION WORKSHEET (FRW-A: Base Programs)

We estimate that it will take an average of 25 minutes to complete this form including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information. Your response is required to obtain or retain benefits under 29 USC 673. If you have any comments regarding these estimates or any other aspect of this form, including suggestions for reducing this burden, send them to the Bureau of Labor Statistics, Division of Financial Management (1220-0149), 2 Massachusetts Avenue, NE, Room 4135, Washington, DC 20212-0001. You are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No. 1220-0149  
Approval Expires  
06-30-2024

State Grant Agency (SGA): \_\_\_\_\_ Date: \_\_\_\_\_

CA #: \_\_\_\_\_ CA Period: From: \_\_\_\_\_ To: \_\_\_\_\_

	SOII	CFOI	OTHER
<b>FUND LEDGER CODE:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
1. Cumulative Disbursements	_____	_____	_____
2. Payments	_____	_____	_____
3. Difference	_____	_____	_____
4. Total Obligational Authority	_____	_____	_____
5. Unused Obligational Authority	_____	_____	_____
6. Revised Obligational Authority	_____	_____	_____
7. <b>Total Unused Obligational Authority from this page:</b>			<input type="text"/>

## OSHS FINANCIAL RECONCILIATION WORKSHEET (FRW) TERMS DEFINED

**Line 1. *Cumulative Disbursements:***

The amount shown should represent cumulative cash disbursements through the obligations incurred during the CA period that were paid out prior to the completion of the Financial Reconciliation Worksheet:

- applicable credits, refunds and rebates;
- outstanding advances and prepaid expenses; and
- other cash adjustments.

**Line 2. *Payments:***

The amount of cash drawn down against HHS-PMS or checks received.

**Line 3. *Difference:***

The amount of Payments/draw downs (Line 2), subtracted from reported expenses in Line 1. If the balance is greater, or less than zero, the closeout cannot take place until the SGA fully updates their last quarter's FFR to properly match their draw downs.

When the Difference (Line 3) is greater than zero, there are either:

- Resources on Order
  - The amount of those goods or services that is obligated, but not yet delivered by the vendor. Does not include: personal services, personnel benefits, most nonpersonal services line items and any items included as an "Accrual."
- Accruals
  - The amount of those goods received, services rendered, expenses incurred, and assets acquired, but for which payments have not yet been made.

When the Difference (Line 3) is less than zero there is:

- Cash on Hand
  - The amount of cash available for the payment of obligations.

**Line 4. *Total Obligational Authority:***

The amount of funds that the SGA is allowed to obligate against a specific program ( i.e., CFI, SOI, etc.).

**Line 5. *Unused Obligational Authority:***

The amount of funds that the SGA did not obligate against a specific program. This sum should equal Line 4 (Total Obligational Authority) minus Line 2 (Payments).

**Line 6. *Revised Obligational Authority:***

The actual amount of funds used during the fiscal year. This sum should equal Line 4 (Total Obligational Authority) minus Line 5 (Unused Obligational Authority).

**Line 7. *Total Unused Obligational Authority from this page:***

Represents all Unused Obligational Authority summed across all programs, which illustrates the total amount of funds that will be deobligated from the CA.



**BLS OSHS FINANCIAL RECONCILIATION WORKSHEET (FRW-B: AAMC Programs)**

We estimate that it will take an average of 25 minutes to complete this form including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information. Your response is required to obtain or retain benefits under 29 USC 673. If you have any comments regarding these estimates or any other aspect of this form, including suggestions for reducing this burden, send them to the Bureau of Labor Statistics, Division of Financial Management (1220-0149), 2 Massachusetts Avenue, NE, Room 4135, Washington, DC 20212-0001. You are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No. 1220-0149  
Approval Expires  
06-30-2024

State Grant Agency (SGA): \_\_\_\_\_ Date: \_\_\_\_\_

CA #: \_\_\_\_\_ CA Period: From: \_\_\_\_\_ To: \_\_\_\_\_

	SOII AAMC	CFOI AAMC	OTHER
<b>FUND LEDGER CODE:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
1. Cumulative Disbursements	_____	_____	_____
2. Payments	_____	_____	_____
3. Difference	_____	_____	_____
4. Total Obligational Authority	_____	_____	_____
5. Unused Obligational Authority	_____	_____	_____
6. Revised Obligational Authority	_____	_____	_____
7. <b>Total Unused Obligational Authority from this page:</b>			<input type="text"/>

## OSHS FINANCIAL RECONCILIATION WORKSHEET (FRW) TERMS DEFINED

### Line 1. *Cumulative Disbursements:*

The amount shown should represent cumulative cash disbursements through the obligations incurred during the CA period that were paid out prior to the completion of the Financial Reconciliation Worksheet:

- applicable credits, refunds and rebates;
- outstanding advances and prepaid expenses; and
- other cash adjustments.

### Line 2. *Payments:*

The amount of cash drawn down against HHS-PMS or checks received.

### Line 3. *Difference:*

The amount of Payments/draw downs (Line 2), subtracted from reported expenses in Line 1. If the balance is greater, or less than zero, the closeout cannot take place until the SGA fully updates their last quarter's FFR to properly match their draw downs.

When the Difference (Line 3) is greater than zero, there are either:

- Resources on Order
  - The amount of those goods or services that is obligated, but not yet delivered by the vendor. Does not include: personal services, personnel benefits, most nonpersonal services line items and any items included as an "Accrual."
- Accruals
  - The amount of those goods received, services rendered, expenses incurred, and assets acquired, but for which payments have not yet been made.

When the Difference (Line 3) is less than zero there is:

- Cash on Hand
  - The amount of cash available for the payment of obligations.

### Line 4. *Total Obligational Authority:*

The amount of funds that the SGA is allowed to obligate against a specific program ( i.e., CFOI AAMC, SOII AAMC, etc.).

### Line 5. *Unused Obligational Authority:*

The amount of funds that the SGA did not obligate against a specific program. This sum should equal Line 4 (Total Obligational Authority) minus Line 2 (Payments).

### Line 6. *Revised Obligational Authority:*

The actual amount of funds used during the fiscal year. This sum should equal Line 4 (Total Obligational Authority) minus Line 5 (Unused Obligational Authority).

### Line 7. *Total Unused Obligational Authority from this page:*

Represents all Unused Obligational Authority summed across all programs, which illustrates the total amount of funds that will be deobligated from the CA.





## Instructions for Completing the Property Listing

The Property Listing is required by 2 CFR 200.312. SGAs shall submit, as part of the final closeout package, a complete listing of all BLS-owned property for which it is responsible. BLS-owned property is distinct from property purchased with CA funds; an inventory of property purchased with CA funds is not required.

The Property Listing need not be submitted for a partial closeout.

Please read the instructions below before completing the form.

1. Enter the complete SGA name, CA number, and date in the spaces provided at the top of the form.
2. For each item of property, enter the following information in the appropriate column.
  - a. Item #: Enter property items in numerical sequence, i.e., 1, 2, 3, etc.
  - b. Identification #: Enter an identification number such as the Federal stock number, manufacturer's serial number, or other identifying number.
  - c. Description: Describe the property, e.g., IBM PC-XT.
  - d. Location: If different from the SESA address, enter the location of the property.
  - e. Date of Acquisition: Date on which the SESA assumed responsibility for the property.
  - f. Condition Code: Enter the condition code corresponding to the condition descriptions provided in the attached list; e.g., property that can be described as "Used-Good" receives a condition code of "4".
  - g. Unit: Enter the unit, e.g., "ea" for each, "dz" for dozen, "st" for set, etc.
  - h. Quantity: Enter the number of units.
  - i. Unit Acquisition Cost, Total Cost: Leave blank; these columns will be completed by BLS.

### Condition Codes

1	Unused-Good	Unused property that is usable without repairs and identical or interchangeable with new items from normal supply sources.
2	Unused-Fair	Unused property that is usable without repairs, but is deteriorated or damaged to the extent that utility is somewhat impaired.
3	Unused-Poor	Unused property that is usable without repairs, but is considerably deteriorated or damaged. Enough utility remains to classify the property better than salvage.
4	Used-Good	Used property that is usable without repairs, and most of its useful life remains.
5	Used-Fair	Used property that is usable without repairs, but somewhat worn or deteriorated and may soon require repairs.
6	Used-Poor	Used property that may be used without repairs, but is considerably worn or deteriorated to the degree that remaining utility is limited or major repairs will soon be required.
7	Repairs required Good	Required repairs are minor and should not exceed 15 percent of original acquisition cost.
8	Repairs required-Fair	Required repairs are considerable and are estimated to range from 16 to 40 percent of original acquisition cost.
9	Repairs required-Poor	Required repairs are major because property is badly damaged, worn, or deteriorated, and are estimated to range from 41 to 65 percent of original acquisition cost.
X	Salvage	Property has some value in excess of its basic material content, but repair or rehabilitation to use for the originally intended purpose is clearly impractical. Repair for any use would exceed 65 percent of the original acquisition cost.
S	Scrap	Material that has no value except for its basic material content.



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## II. APPLICATION INSTRUCTIONS

### A. GENERAL RESPONSIBILITIES

The cooperating SGA is responsible for:

1. Preparing draft and final Cooperative Agreement application packages in accordance with these Application Instructions and the schedule of due dates as provided by the BLS; and,
2. Verifying all items in the package for accuracy, reasonableness, and consistency with past budgets.

The BLS is responsible for:

1. Reviewing the applications for: conformity with the application instructions and Federal requirements; reasonableness; accuracy; and consistency with prior-year budgets and program objectives;
2. Requesting clarification from the SGA, if needed, to resolve any issues arising from the review; and
3. Notifying the SGA of the award decision, and, once issued, notifying the SGA of its obligational authority under the Cooperative Agreement.

### B. APPLICATION PROCESS

Applicants are encouraged to submit draft and formal applications as early as possible to facilitate the review and approval process.

#### 1. Draft Applications

The SGA is requested to submit a draft application, which does not need the signature of the duly authorized representative of the SGA, to the regional office for review prior to submission of the formal application. The draft application will consist of the following application materials:

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

The BLS regional office staff will review the draft application and work with SGA staff by telephone, email, or on-site to resolve any problem areas that are identified.

#### 2. Final Applications

The SGA will revise the draft to reflect the results of the discussions held with the BLS and submit the final application. In addition to the three items required for the draft application, the final application also will include the following materials:

- Drug-Free Workplace Certification, if appropriate (see Section 3.B.2. for details)
- Disclosure of Lobbying Activities (SF-LLL), if applicable
- BLS Agent Agreement

- BLS Pre-release Access Certification Form

Parts I and II of the OSHS Cooperative Agreement, Administrative Requirements and Application Instructions, respectively, are not to be submitted as part of the application package, but should be retained by the SGA as part of its official OSHS Cooperative Agreement file.

### 3. Final Application Submission

Beginning with the FY 2021 CA, the BLS included electronic signature options for all forms that require signature. SGAs have the option of electronically signing these forms. If a SGA elects to electronically sign one form, the BLS would prefer that the SGA also electronically sign the other forms and complete the Work Statements and BIF electronically.

#### a. *Wet Signature Applications*

If the SGA elects to sign the forms by hand, please mail one original copy of all forms and two photocopies (an Adobe PDF file may be substituted in lieu of hardcopy for the two extra copies) of the CA. The BLS will return one of the two copies of the CA with the Regional Commissioner's original signature to the state agency for its official file.

#### b. *Electronically Signed Applications*

If the SGA elects to electronically sign, please email the electronically signed forms and other application materials (also electronically signed and filled out where applicable) to the regional office so the Grant Officer may also electronically sign. Once the SF-424 is electronically signed by the Grant Officer, the signed form will be emailed to the SGA with a cover letter notifying the SGA of the grant award.

The Cooperative Agreement will become effective on October 1, the first day of the fiscal year. Once the BLS issues obligational authority under the Cooperative Agreement, the SGA will be notified by the BLS regional office.

Specific information about the application materials, and instructions for their completion, follow.

## C. **INSTRUCTIONS FOR COMPLETING FORMS**

### 1. Application for Federal Assistance (SF-424)

#### a. *General Guidelines*

The SF-424 is an OMB-approved standard form and is required as a face sheet for applications submitted for Federal assistance. The SF-424 requests important information, including total estimated funding and the time period of the funded activities. The highlights below are followed by step-by-step instructions for completing the form. Please ensure that the SF-424 is filled out completely and accurately and that it is signed and dated by the state agency's authorized representative. Failure to do so may result in delayed processing of the CA.

Item 2: Type of Application – Must be completed. The initial application for funding should be treated as a "New" (A) agreement; any modification to the CA after the beginning of the



8. *Applicant Information*—Enter (a) legal name of the state agency, (b) employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service, (c) the organization’s UEI (received from SAM), (d) enter the complete address of the state agency, (e) name of the primary organizational unit, department or division that will undertake the assistance activity (for example, “OSHS Division”), and (f) Name and contact information of person to be contacted on matters involving this application.
9. *Type of Applicant 1*—Enter “State Government” in the field provided.
10. *Name of Federal Agency*—Enter “Department of Labor, Bureau of Labor Statistics”
11. *Catalog of Federal Domestic Assistance Number*—Enter “17.005”; CFDA Title: “Occupational Safety and Health Statistics.”
12. *Funding Opportunity Number*—Leave blank.
13. *Competition Identification Number*—Leave blank.
14. *Areas Affected by Project (Cities, Counties, States, etc.)*—Enter the name of the state or territory that will benefit from the project.
15. *Descriptive Title of Applicant’s Project*—For the initial application, enter “BLS Occupational Safety and Health Statistics, pursuant to Sec. 24 of the Occupational Safety and Health Act of 1970, and equivalent state laws.”
16. *Congressional Districts of* —(a) Enter the applicant’s three digit congressional district and (b) Enter “all” to signify that the scope for the OSHS program is statewide. Maps depicting congressional districts of the 117th Congress can be found online at [https://www2.census.gov/geo/maps/cong\\_dist/uswall/cd117/CD117\\_US\\_WallMap.pdf?#](https://www2.census.gov/geo/maps/cong_dist/uswall/cd117/CD117_US_WallMap.pdf?#)
17. *Proposed Project Start and End Dates*—Enter “10/01/XX” and “09/30/XX” where XX is the year in which the Federal fiscal year begins followed by the next calendar year when the Federal fiscal year ends. For example, 10/01/22 and 09/30/23 for Federal fiscal year 2023.
18. *Estimated Funding*—Enter the amount of Federal assistance requested. If the purpose of this application is to change an existing award (2), enter only the amount of increase or decrease. For decreases, enclose the amount in parentheses. If the amount is the net result of several increases and/or decreases, attach a separate page to break out the amount by Fund Ledger Code.
  - 18 a. *Federal*—Enter the amount of Federal assistance requested.
  - 18 b. *Applicant*—Enter the amount of funds provided by the SGA.
  - 18 c. *State*—Leave blank.
  - 18 d. *Local*—Leave blank.
  - 18 e. *Other*—Leave blank.
  - 18 f. *Program Income*—Leave blank.
  - 18 g. *TOTAL*—Will automatically calculate based on information in 18a and 18b.
19. *E.O. 12372 Review*—The OSHS program is not subject to review; box 19c is checked “Program is not covered by E.O. 12372.”
20. *Delinquent on Federal Debt*—Check Yes or No; if Yes, include an explanation on an additional page. Categories of debt include, but are not limited to, delinquent audit disallowances, loans and taxes. [Note: This question applies to the state agency applying for Federal assistance, not to the authorized representative who signs the application for the state agency.]

21. *Authorized Representative*—To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name, prefix, middle name, suffix, title, telephone number, email, and fax number. This authorized representative must also sign and date the application, either using electronic signature or wet signature. By signing, the signatory is making the certification set forth on the form.
  22. *Grant Officer Signature*—Leave these boxes blank. The BLS Grant Officer will provide his (a) name, (b) title, (c) telephone number, (d) signature (electronic or wet), and (e) date signed. Note that this item has been added by the BLS. It does not appear on the electronic version of this form available at the OMB website.
2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- a. *Instructions--Primary Covered Transactions*
    1. **By signing and submitting this application or grant agreement, the prospective primary participant is providing the certification set out below** (see paragraph b.).
    2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department's or agency's determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or explanation shall disqualify such person from participation in this transaction.
    3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
    4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
    5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 [29 CFR 98.105 and 29 CFR 98.110]. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
    6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.



7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transactions with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

*b. Certification--Primary Covered Transactions*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR 98.510, Participants' responsibilities.

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
  - d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, state or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application/proposal.

c. *Instructions--Lower-Tier Covered Transactions*

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 [29 CFR 98.105 and 29 CFR 98.110]. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart, 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower-Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transactions with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

d. *Certification--Lower-Tier Covered Transactions*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Drug-Free Workplace Certification

a. *Instructions*

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below (see Section b.(1); however, see also Section b.(2)).
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation. State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph (3)).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or state criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

*b. Certification Regarding Drug-Free Workplace Requirements*

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an ongoing drug-free awareness program to inform employees about: the dangers of drug abuse in the workplace; the grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will abide by the terms of the statement; and notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e. Notifying the agency in writing within ten calendar days after receiving notice under (d), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Grant Officer or other designee on whose grant activity

the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d), above, with respect to any employee who is so convicted: taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

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

2. The grantee may insert in the spaces provided on the attached page (See Part III. Application Materials) the sites(s) for the performance of work done under this agreement, if the site(s) is/are different than that listed on the SF-424; and submit the attached page as part of its application for Federal Assistance.

#### 4. Certification Regarding Lobbying Activities

##### a. *Instructions*

**By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below** (see Section b.1.).

##### b. *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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.

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

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

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

5. Disclosure of Lobbying Activities (SF-LLL)

a. *General Guidelines*

The SF-LLL is an OMB-approved standard form for the disclosure of lobbying activities. If applicable, this disclosure form shall be completed by the SGA upon entering into the cooperative agreement or a material change to a previous filing, pursuant to title 31 USC section 1352. The SGA must file this form each time it makes a payment or an agreement to make a payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

**Please Note: Submission of this form is necessary only if the state agency meets the above criteria.**

b. *Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities*

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, U.S. Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contact, grant, or loan; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- 10b. Enter the full names of the individual(s) performing services, and include full address if different from 10a.
11. The certifying official shall sign and date the form either using electronic signature or wet signature, print his/her name, title, and telephone number.

6. BLS Agent Agreement

*a. General Guidelines*

The purpose of the BLS Agent Agreement is to inform persons of their responsibilities as agents of the BLS for ensuring compliance with BLS confidentiality policies within the state agencies.

*b. Instructions*

1. Each BLS State Cooperating Representative should provide the BLS with a list of candidates to be designated as agents of the BLS, including the name and title of each candidate. The BLS State Cooperating Representative should include his or her own name and title on this list.
2. Each BLS Regional Commissioner will review the list of agent candidates provided by the BLS State Cooperating Representatives within their respective regions. Each BLS Regional Commissioner then will prepare an Agent Agreement for each approved agent candidate and will signify BLS approval by signing the Agent Agreement, either using electronic signature or wet signature.
3. The Agent Agreements then will be forwarded to the BLS State Cooperating Representative, who will be responsible for ensuring that each approved agent candidate signs their respective Agent Agreement, either using electronic signature or wet signature.
4. State designees must review the confidential information protection provisions of the Confidential Information Protection and Statistical Efficiency Act.
5. State designees must review and sign the BLS Agent Agreement form, either using electronic signature or wet signature.
6. The BLS State Cooperating Representative is responsible for forwarding to their respective BLS regional office all signed Agent Agreements.

7. The BLS regional office is responsible for maintaining on file the signed original copies of all BLS Agent Agreements received from their respective SGAs.
  8. The BLS Agent Agreement form signed by the state designee is effective until the state designee resigns or is terminated.
  9. The SGA will promptly notify the BLS regional office when a state designee is no longer working on the OSHS program.
7. BLS Pre-Release Access Certification Form

*a. General Guidelines*

The purpose of the BLS Certification Form is for the BLS State Cooperating Representative to certify that persons with advance access to BLS pre-release information are aware of their responsibilities for ensuring compliance with BLS confidentiality policies regarding handling of pre-release information. This agreement is intended for signature by the BLS State Cooperating Representative only to certify that the individuals listed in the attachment to the certification form are authorized to have advance access to BLS pre-release information and have indicated their understanding and acceptance of the conditions for access to BLS pre-release information.

*b. Instructions*

1. Each BLS State Cooperating Representative should provide the BLS with a list of individuals with a need to see pre-release information, including the name, state government affiliation, and title of each individual. This list will serve as attachment A of the Pre-release Access Certification Form.
2. Each individual named on the list above must be fully informed of their responsibilities and obligations for handling BLS pre-release information either in writing or verbally. The document entitled, "Conditions for Handling Pre-release Information," can be used for this purpose.
3. The BLS State Cooperating Representative will sign the Pre-release Access Certification Form, either using electronic signature or wet signature.
4. The BLS State Cooperating Representative is responsible for forwarding to their respective BLS regional office the list of individuals authorized advance access to BLS pre-release information and the signed Pre-release Access Certification Form.
5. The BLS regional office is responsible for maintaining on file the signed original copies of all Certification Forms from their respective SGAs.
6. The BLS Pre-release Access Certification Form signed by the BLS State Cooperating Representative is in effect so long as the list of authorized persons is accurate. A new certification must be made each time a new individual is added to the list of authorized persons. The new individual should be appended to the list and the list should be re-certified. At the time of modification, individuals who no longer need-to-know this information should be dropped from the list.



8. Budget Information -- Non-Construction Programs

a. *General Instructions*

In general, the standard instructions for the SF-424A, which accompany the form, will apply, as modified or supplemented by the information below. The information is organized around the same bold-faced headings used in the standard instructions.

In preparing the budget, amounts must be separately shown in Section A for the different base programs (i.e. CFOI and SOII) and AAMCs (i.e. CFOI AAMC and SOII AAMC) that comprise the OSHS program in whole dollar amounts. Sections A, B, C, and D must include budget estimates for the entire Federal fiscal year.

b. *Specific Instructions*

Section A. Budget Summary

Lines 1-4, Columns (a) and (b): Enter the appropriate program activity names (e.g. SOII, CFOI, SOII AAMC, or CFOI AAMC) on the lines in column (a) and "17.005" (the catalog number) in the corresponding lines of column (b).

Lines 1-4, Columns (c) through (g): The first and third paragraphs of the standard instructions apply.

Section B. Budget Categories

Enter the same program activity names shown on Lines 1-4, Column (a) in the column headings (1) through (4), as appropriate (normally, only two columns will be needed). Please use separate columns for Federal and nonfederal if budgeted cost categories matching differs.

Lines 6a-6h: Enter totals for the object class categories for each program activity.

Line 6j: The correct reference for determining indirect charges is 2 CFR 200, Subpart E (Cost Principles).

Line 6k: The sum of the totals from columns (1) and (2) must equal the total of column (5); i.e., the sum of the parts must equal the whole.

Section C. Non-Federal Resources

Follow the standard instructions.

Section D. Forecasted Cash Needs

The estimates provided should reflect realistic quarterly requirements based on past experiences for funding various phases of the program activity.

The sum of the four quarters should equal the total for the first year and they should be the same as those shown in line 5, columns (e), (f) and (g), respectively, of Section A, Budget Summary.

## Section E. Budget Estimates of Federal Needs for Balance of the Project

These estimates will be aggregated by the national office for all states participating in the program and used for projecting future fiscal budgets. Section E reflects Federal funds only.

These estimates will not be binding on individual states.

## Section F. Other Budget Information

Line 21: Follow the standard instructions.

Line 22: Indirect Costs. An approved current indirect cost rate in accordance with 2 CFR 200, Subpart E (Cost Principles) may be applied to the Cooperative Agreement. Use of the rate contained in the agreement is subject to any statutory or administrative limitations and is applicable to the extent that funds are available. In the absence of an approved current rate, a state which has submitted a proposed, indirect cost-rate package to the Office of Cost Determination or submits a letter to the BLS that indicates its intention, may apply the previously approved rate, pending approval of the new rate. When the new rate is finalized, a signed copy of the approved, negotiated agreement must be submitted to the BLS national office. If a rate is not approved at the start of the fourth quarter, the agreement should be reduced by the amount that is set aside for a rate in the budget.

When rates cover the fiscal year of the state, generally July 1 through June 30, the rate will be applied to the entire 12 months of the Cooperative Agreement period, October through September with the understanding that the agreement may be modified for the fourth quarter, subject to the availability of funds, to reflect changes in the new rate effective at the start of the state's new fiscal year on July 1.

Administrative costs covered by an indirect cost rate may not be applied as direct costs. Cost allocation plans should be reviewed to determine whether such costs as printing, computer services, duplicating services, or space are duplicated wholly, or in part, as an indirect cost.

Line 23: To be used at the applicant's discretion.

## 9. Work Statements

The work statements are the core documents in the application. They describe the work to be performed and list major deliverables and/or milestones. Instructions for completing the work statements follow.

- a. State Abbreviation and Cooperative Agreement Number. Enter the standard two-letter postal abbreviation for the state and the Cooperative Agreement number in the upper right-hand corner of each page of the work statement in the spaces provided. If pages are added to the work statement, enter the abbreviation and Cooperative Agreement number on each.
- b. Compliance. Indicate agreement to comply with specified deliverables and milestones, performance requirements, and quality assurance requirements by placing an "X" or check mark in the appropriate boxes. Indicate responses to "yes-no" questions in the same way.

- c. Explanation of 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, for example, due dates for mailings or publishing of data, 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 perform work during the Cooperative Agreement period to improve performance, then a variance must be developed and included in the Cooperative Agreement. An explanation of the variance must include--
  - 1. Background of the problem;
  - 2. Performance during the previous period, such as the previous survey year or the previous fiscal year for financial reporting;
  - 3. Proposed performance; and
  - 4. Milestones for activities to bolster performance. These milestones should enable the SGA to meet standard deliverables by the end of the fiscal year.
- d. If the explanation of the variance requires more than one page, place the state two-letter abbreviation and Cooperative Agreement number at the top of each page and number the additional pages sequentially.
- e. The work statement is to be completed only once, when the original Cooperative Agreement application is submitted. The requirements will continue in effect (as appropriate) for any modifications to the original Cooperative Agreement. If a SGA is unable to comply with any of the requirements for all programs, or failed to meet requirements in the previous period, the box should be left blank and an explanation of variance provided. No variances will be accepted for the requirement that the SGA comply with the Administrative Requirements, which include the Assurances.

10. How To Initiate An AAMC

- a. SGAs that choose to initiate an AAMC must send a letter to the regional office that includes:
  - 1. Title of activity;
  - 2. A discussion of the need for the activity;
  - 3. The goals and objectives of the activity;
  - 4. Milestones and the time required to achieve them;
  - 5. Estimated cost;
  - 6. The total duration of the activity;

7. Deliverables/outcomes; and
  8. Any other relevant information.
- b. Upon AAMC approval, the regional office will advise the states to submit the materials below if it is to be funded as part of the initial cooperative agreement or to submit a bilateral modification if submitted after the cooperative agreement has been executed.
1. A completed work statement with beginning and ending dates provided for each milestone.
  2. SF-424 on which the total dollars indicated in box 18 include funds for the approved activity as well as the base programs if the form is being submitted with the initial cooperative agreement application.

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### **III. APPLICATION MATERIALS**

This Part contains all the forms required to apply for Federal financial assistance for the OSHS program. Information and instructions specific to the OSHS program, needed for completing these forms, appear in Part II. Application Instructions. General instructions accompanying OMB standard forms are also included in this Part. Included here are:

- Application for Federal Assistance (Standard Form 424)
- Budget Information--Non-Construction Programs (SF-424A)
- Drug-Free Workplace Certification (if applicable)
- Disclosure of Lobbying Activities (if applicable)
- BLS Agent Agreement
- BLS Pre-Release Access Certification Form
- Work Statements

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<b>Application for Federal Assistance SF-424</b>	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application    * If Revision, select appropriate letter(s) <input type="checkbox"/> New <input type="checkbox"/> Continuation    *Other (Specify) _____ <input type="checkbox"/> Revision
3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
<b>State Use Only:</b>	
6. Date Received by State:	7. State Application Identifier:
<b>8. APPLICANT INFORMATION:</b>	
*a. Legal Name:	
*b. Employer/Taxpayer Identification Number (EIN/TIN):	*c. UEI::
<b>d. Address:</b>	
*Street 1: _____ Street 2: _____ *City: _____ County/Parish: _____ *State: _____ Province: _____ *Country: _____ *Zip / Postal Code: _____	
<b>e. Organizational Unit:</b>	
Department Name:	Division Name:
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
Prefix: _____	*First Name: _____
Middle Name: _____	
*Last Name: _____	
Suffix: _____	
Title:	
Organizational Affiliation:	
*Telephone Number:	Fax Number:
*Email:	



**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

**11. Catalog of Federal Domestic Assistance Number:**

\_\_\_\_\_

CFDA Title:

\_\_\_\_\_

**\*12. Funding Opportunity Number:**

\_\_\_\_\_

\*Title:

\_\_\_\_\_

**13. Competition Identification Number:**

\_\_\_\_\_

Title:

\_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\*a. Applicant: \_\_\_\_\_

\*b. Program/Project: \_\_\_\_\_

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\*a. Start Date: \_\_\_\_\_

\*b. End Date: \_\_\_\_\_

**18. Estimated Funding (\$):**

\*a. Federal

\*b. Applicant

\*c. State

\*d. Local

\*e. Other

\*f. Program Income

\*g. TOTAL

**19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

**20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

Yes       No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

**Authorized Representative:**

Prefix: \_\_\_\_\_

\*First Name: \_\_\_\_\_

Middle Name: \_\_\_\_\_

\*Last Name: \_\_\_\_\_

Suffix: \_\_\_\_\_

\*Title: \_\_\_\_\_

\*Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\* Email: \_\_\_\_\_

\*Signature of Authorized Representative: \_\_\_\_\_

\*Date Signed: \_\_\_\_\_

\* 22a. Typed Name of BLS Grant Officer: \_\_\_\_\_

b. Title: Regional Commissioner

c. Telephone Number: \_\_\_\_\_

d. Signature of BLS Grant Officer: \_\_\_\_\_

e. Date Signed: \_\_\_\_\_

## INSTRUCTIONS FOR THE SF-424

This is a standard form required for use as a cover sheet for submission of pre-applications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required fields on the form are identified with an asterisk (\*) and are also specified as "Required" in the instructions below. In addition to these instructions, applicants must consult agency instructions to determine other specific requirements.

Item	Entry:	Item	Entry:						
1.	<p><b>Type of Submission:</b> (Required): Select one type of submission in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• Pre-application</li> <li>• Application</li> <li>• Changed/Corrected Application – Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.</li> </ul>	10.	<p><b>Name Of Federal Agency:</b> (Required) Enter the name of the Federal agency from which assistance is being requested with this application.</p>						
		11.	<p><b>Catalog Of Federal Domestic Assistance Number/Title:</b> Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.</p>						
2.	<p><b>Type of Application:</b> (Required) Select one type of application in accordance with agency instructions.</p> <ul style="list-style-type: none"> <li>• New – An application that is being submitted to an agency for the first time.</li> <li>• Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals.</li> <li>• Revision - Any change in the Federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided.                             <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> <tr> <td colspan="2">E. Other (specify)</td> </tr> </table> </li> </ul>	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	E. Other (specify)		12.	<p><b>Funding Opportunity Number/Title:</b> (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.</p>
A. Increase Award	B. Decrease Award								
C. Increase Duration	D. Decrease Duration								
E. Other (specify)									
		13.	<p><b>Competition Identification Number/Title:</b> Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.</p>						
		14.	<p><b>Areas Affected By Project:</b> This data element is intended for use only by programs for which the area(s) affected are likely to be different than the places(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas if needed.</p>						
3.	<p><b>Date Received:</b> Leave this field blank. This date will be assigned by the Federal agency.</p>	15.	<p><b>Descriptive Title of Applicant's Project:</b> (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For pre-applications, attach a summary description of the project.</p>						
4.	<p><b>Applicant Identifier:</b> Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.</p>								
5a.	<p><b>Federal Entity Identifier:</b> Enter the number assigned to your organization by the Federal agency, if any.</p>	16.	<p><b>Congressional Districts Of:</b> 16a. (Required) Enter the applicant's congressional district. 16b. Enter all district(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5<sup>th</sup> district, CA-012 for California 12<sup>th</sup> district, NC-103 for North Carolina's 103<sup>rd</sup> district. If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. If nationwide, i.e. all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00-000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than the places(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Attach an additional list of program/project congressional districts, if needed.</p>						
5b.	<p><b>Federal Award Identifier:</b> For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.</p>								
6.	<p><b>Date Received by State:</b> Leave this field blank. This date will be assigned by the State, if applicable.</p>								
7.	<p><b>State Application Identifier:</b> Leave this field blank. This identifier will be assigned by the State, if applicable.</p>								
8.	<p><b>Applicant Information:</b> Enter the following in accordance with agency instructions:</p> <p><b>a. Legal Name:</b> (Required): Enter the legal name of the applicant that will undertake the assistance activity. This is the organization that has registered with the System for Award Management (SAM). Information on registering with SAM may be obtained by visiting SAM.gov.</p> <p><b>b. Employer/Taxpayer Number (EIN/TIN):</b> (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.</p> <p><b>c. UEI:</b> (Required) Enter the organization's UEI received from SAM. The UEI is a unique 12 character organization identifier. Information on registering with System for Award Management (SAM.gov) may be obtained by visiting the Grants.gov website.</p> <p><b>d. Address:</b> Enter address: Street 1 (Required), city (Required), County/Parish, State (Required, if country is US), Province, Country (Required), 9-digit zip/postal code (Required, if country is US).</p> <p><b>e. Organizational Unit:</b> Enter the name of the primary organizational unit, department or division, if applicable that will undertake the assistance activity.</p> <p><b>f. Name and contact information of person to be contacted on matters involving this application:</b> Enter the first and last name (Required); prefix, middle name, suffix, title. Enter organizational</p>	17.	<p><b>Proposed Project Start and End Dates:</b> (Required) Enter the proposed start date and end date of the project.</p>						
		18.	<p><b>Estimated Funding:</b> (Required) Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.</p>						
		19.	<p><b>Is Application Subject to Review by State Under Executive Order 12372 Process?</b> (Required) Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State</p>						

	affiliation if affiliated with an organization other than that in 7.a. Telephone number and email (Required); fax number.	20.	<b>Is the Applicant Delinquent on any Federal Debt?</b> (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include; but may not be limited to: delinquent audit disallowances, loans and taxes. If yes, include an explanation in an attachment.		
9.	<p>Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.</p> <table border="0" data-bbox="188 457 867 1096"> <tr> <td data-bbox="188 457 545 1096"> <ul style="list-style-type: none"> <li>A. State Government</li> <li>B. County Government</li> <li>C. City or Township Government</li> <li>D. Special District Government</li> <li>E. Regional Organization</li> <li>F. U.S. Territory or Possession</li> <li>G. Independent School District</li> <li>H. Public/State Controlled Institution of Higher Education</li> <li>I. Indian/Native American Tribal Government (Federally Recognized)</li> <li>J. Indian/Native American Tribal Government (Other than Federally Recognized)</li> <li>K. Indian/Native American Tribally Designated Organization</li> <li>L. Public/Indian Housing Authority</li> <li>M. Nonprofit with 501C 3 IRS Status (Other than Institution of Higher Education)</li> </ul> </td> <td data-bbox="545 457 867 1096"> <ul style="list-style-type: none"> <li>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>O. Private Institution of Higher Education</li> <li>P. Individual</li> <li>Q. For-Profit Organization (Other than Small Business)</li> <li>R. Small Business</li> <li>S. Hispanic-serving Institution</li> <li>T. Historically Black Colleges and Universities (HBCUs)</li> <li>U. Tribally Controlled Colleges and Universities (TCCUs)</li> <li>V. Alaska Native and Native Hawaiian Serving Institutions</li> <li>W. Non-domestic (non-US) Entity</li> <li>X. Other (specify)</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>A. State Government</li> <li>B. County Government</li> <li>C. City or Township Government</li> <li>D. Special District Government</li> <li>E. Regional Organization</li> <li>F. U.S. Territory or Possession</li> <li>G. Independent School District</li> <li>H. Public/State Controlled Institution of Higher Education</li> <li>I. Indian/Native American Tribal Government (Federally Recognized)</li> <li>J. Indian/Native American Tribal Government (Other than Federally Recognized)</li> <li>K. Indian/Native American Tribally Designated Organization</li> <li>L. Public/Indian Housing Authority</li> <li>M. Nonprofit with 501C 3 IRS Status (Other than Institution of Higher Education)</li> </ul>	<ul style="list-style-type: none"> <li>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>O. Private Institution of Higher Education</li> <li>P. Individual</li> <li>Q. For-Profit Organization (Other than Small Business)</li> <li>R. Small Business</li> <li>S. Hispanic-serving Institution</li> <li>T. Historically Black Colleges and Universities (HBCUs)</li> <li>U. Tribally Controlled Colleges and Universities (TCCUs)</li> <li>V. Alaska Native and Native Hawaiian Serving Institutions</li> <li>W. Non-domestic (non-US) Entity</li> <li>X. Other (specify)</li> </ul>	21.	<p><b>Authorized Representative:</b> To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (Required); prefix, middle name, suffix. Enter title, telephone number, email (Required); and fax number. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)</p> <p>22. Item added to the SF-424 to provide a block for the Grant Officer's signature, which indicates approval of the cooperative agreement, and award of the funding amount shown in block 18.g.</p>
<ul style="list-style-type: none"> <li>A. State Government</li> <li>B. County Government</li> <li>C. City or Township Government</li> <li>D. Special District Government</li> <li>E. Regional Organization</li> <li>F. U.S. Territory or Possession</li> <li>G. Independent School District</li> <li>H. Public/State Controlled Institution of Higher Education</li> <li>I. Indian/Native American Tribal Government (Federally Recognized)</li> <li>J. Indian/Native American Tribal Government (Other than Federally Recognized)</li> <li>K. Indian/Native American Tribally Designated Organization</li> <li>L. Public/Indian Housing Authority</li> <li>M. Nonprofit with 501C 3 IRS Status (Other than Institution of Higher Education)</li> </ul>	<ul style="list-style-type: none"> <li>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</li> <li>O. Private Institution of Higher Education</li> <li>P. Individual</li> <li>Q. For-Profit Organization (Other than Small Business)</li> <li>R. Small Business</li> <li>S. Hispanic-serving Institution</li> <li>T. Historically Black Colleges and Universities (HBCUs)</li> <li>U. Tribally Controlled Colleges and Universities (TCCUs)</li> <li>V. Alaska Native and Native Hawaiian Serving Institutions</li> <li>W. Non-domestic (non-US) Entity</li> <li>X. Other (specify)</li> </ul>				

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**BUDGET INFORMATION -- Non-Construction Programs**

**SECTION A -- BUDGET SUMMARY**

Grant Program Function Or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		\$	\$	\$	\$	\$
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$

**SECTION B -- BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION, OR ACTIVITY				TOTAL (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)					
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

## INSTRUCTIONS FOR THE SF-424A

### General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories show on Lines a-k of Section B.

### Section A. Budget Summary

#### Lines 1-4, Columns (a) and (b)

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b). For applications pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in Column (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

#### Lines 1-4, Columns (c) through (g)

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

#### Lines 1-4, Columns (c) through (g) (continued)

*For continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal Grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

*For supplemental grants and changes* to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g), enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

**Line 5** - Show the totals for all columns used.

### Section B. Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

**Lines 6a- i** - Show the totals of Lines 6a to 6h in each column.

**Line 6j** - Show the amount of indirect cost.

**Line 6k** - Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in Column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

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**SECTION C -- NON-FEDERAL RESOURCES**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTALS (sum of lines 8 and 11)	\$	\$	\$	\$

**SECTION D -- FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTALS (sum of lines 13 and 14)	\$	\$	\$	\$	\$

**SECTION E -- BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT**

(a) Grant Program	FUTURE FUNDING PERIODS (years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS (sum of lines 16 - 19)	\$	\$	\$	\$

**SECTION F -- OTHER BUDGET INFORMATION**

(Attach Additional Sheets if Necessary)

21. Direct Charges:	22. Indirect Charges:
23. Remarks	



## INSTRUCTIONS FOR THE SF-424A (continued)

**Line 7** - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

### Section C. Non-Federal Resources

**Lines 8-11** - Enter the amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

**Column (a)** - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

**Column (b)** - Enter the contribution to be made by the applicant.

**Column (c)** - Enter the amount of the state's cash and in-kind contribution if the applicant is not a state or state agency. Applicants which are a state or state agencies should leave this column blank.

**Column (d)** - Enter the amount of cash and in-kind contributions to be made from all other sources.

**Column (e)** - Enter totals of Columns (b), (c), and (d).

**Line 12** - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

### Section D. Forecasted Cash Needs

**Line 13** - Enter the amount of cash needed by quarter from the grantor agency during the first fiscal year.

**Line 14** - Enter the amount of cash from all other sources needed by quarter during the first fiscal year.

**Line 15** - Enter the totals of amounts on Lines 13 and 14.

### Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

**Lines 16-19** - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

**Line 20** - Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

### Section F. Other Budget Information

**Line 21** - Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

**Line 22** - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amounts of the base to which the rate is applied, and the total indirect cost expense.

**Line 23** - Provide any other explanations or comments deemed necessary.

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# CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This page may be included in the applicant's application for Federal assistance, as part of its Certification Regarding Drug-Free Workplace Requirements, if the place(s) of performance of work done in connection with this cooperative agreement is/are other than that listed on the SF-424 (see Part II, Application Instructions, for further information).

Place(s) of performance of work done in connection with this cooperative agreement, if other than that listed on SF-424, Application for Federal Assistance:

(Street Address, City, County, State, ZIP Code)

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Check  if there are workplaces on file that are not identified here.

SGA Name: \_\_\_\_\_

SGA Authorized Representative:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

4040-0013

**Review Public Burden Disclosure Statement**

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
---	---	---

**4. Name and Address of Reporting Entity:**

Prime     SubAwardee

\* Name

\* Street 1     Street 2

\* City     State     Zip

Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

\* Name

\* Street 1     Street 2

\* City     State     Zip

Congressional District, if known:

<b>6. * Federal Department/Agency:</b> <input style="width: 95%; height: 20px;" type="text"/>	<b>7. * Federal Program Name/Description:</b> <input style="width: 95%; height: 20px;" type="text"/> CFDA Number, if applicable: <input style="width: 150px;" type="text"/>
--	---

<b>8. Federal Action Number, if known:</b> <input style="width: 95%; height: 20px;" type="text"/>	<b>9. Award Amount, if known:</b> \$ <input style="width: 150px;" type="text"/>
--	--

**10. a. Name and Address of Lobbying Registrant:**

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1     Street 2

\* City     State     Zip

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix  \* First Name  Middle Name

\* Last Name  Suffix

\* Street 1     Street 2

\* City     State     Zip

**11.** Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\* Signature:

\*Name:    Prefix     \* First Name     Middle Name

          \* Last Name     Suffix

Title:     Telephone No.:     Date:

<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
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**BLS AGENT AGREEMENT**  
**FOR OSHS FEDERAL-STATE PROGRAM**

1. I, [Name BLS Designating Official], an authorized official of the Bureau of Labor Statistics (BLS), U.S. Department of Labor, hereby designate [Name of Agent] as a temporary agent of the BLS, within the meaning of the Confidential Information Protection and Statistical Efficiency Act (CIPSEA), to serve in accordance with this Agent agreement, the Cooperative Agreement and any other agreements entered into between the BLS and [Name of Organization], and in accordance with applicable Federal law.

2. I, [Name of Agent], hereby accept the designation as agent in paragraph 1. I certify that I have read all applicable agreements between the BLS and the state agency and promise that I will comply with all provisions of this Agent Agreement, the Cooperative Agreement or any other agreements between the BLS and the state agency, and applicable law. I understand and agree that I must complete confidentiality and security training provided by the BLS both at the start of my access to confidential information and on an annual basis thereafter for the duration of this agreement. I will assure that my actions or inactions do not cause the state agency to violate its responsibilities under those agreements. I specifically swear(or affirm) to comply with all provisions of law that affect information acquired by the BLS, including, but not limited to, the Trade Secrets Act, the Privacy Act, and the CIPSEA, and I understand that my failure to comply with these provisions may subject me to criminal sanctions. I also agree to comply with all other BLS information policies communicated by BLS through formal memoranda to the state agency and annual confidentiality training.

3. We, the parties to this agreement understand that the BLS is granting the Agent access to confidential information only for the purpose of carrying out the Agent's responsibilities under written agreements between the BLS and the state agency. The Agent will not seek or obtain such confidential information for any other purpose. Confidential information includes confidential personally identifiable information and respondent identifiable information protected from unauthorized use or disclosure under CIPSEA, including the disclosure avoidance parameters applied to published data. Confidential information also includes pre-release information such as official estimates and other official statistical products prior to the official BLS release of the corresponding national data.

4. We, the parties, understand and agree that the activities performed by and any outputs produced by the Agent under this agreement are subject to review upon request by the assigned BLS Regional Commissioner or any other BLS official that the BLS designates for verification that the activities are statistical in nature and that outputs do not contain respondent or personally identifiable information.

5. We, the parties, understand and agree that the Agent will not be an employee of the United States for any purpose and will not receive compensation or payment of any kind from the BLS or the Government in connection with the Agent's activities under this agreement or any other agreements between the BLS and the state agency. Neither this agreement nor any agreement between the BLS and the state agency provide any right of access to BLS information. The parties also understand and agree that the BLS may decline to give the Agent access to information and/or to terminate this agreement at any time, without notice. The parties agree that neither this agreement, nor any termination thereof will result in any legal liability by the BLS or the Government; however, termination will not affect the Agent's continuing obligation to safeguard all confidential data, and it will not affect any license granted to the Government pursuant to section 6.

6. We, the parties, understand and agree that for the purposes of the copyright laws any product developed under this agreement is in the public domain and is therefore not subject to copyright protection. However, it is also understood that confidential information remains fully protected from improper disclosure and use as provided by law and this agreement.

7. I, [Name of Agent], understand that the state agency or I will notify the BLS if I should no longer be affiliated with the state agency or of any change of status with the state agency.

8. I, [Name of Agent], fully understand my responsibilities to protect confidential information. I will comply with all security requirements and will avoid all improper use or disclosure of confidential information. I understand that under CIPSEA, the penalty for a knowing and willful disclosure of confidential information is a class E felony with a fine of not more than \$250,000 or imprisonment for not more than 5 years, or both.

\_\_\_\_\_  
[Name of Agent]  
[Title]  
[Name of Organization]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name of BLS Official]  
[Title – Regional Commissioner or Assistant Commissioner for Regional Operations]  
Bureau of Labor Statistics

\_\_\_\_\_  
Date

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**Bureau of Labor Statistics Pre-Release Access Certification Form**

I, [Name], Cooperating Representative for the State of [Name of state], do hereby certify that all of the individuals listed in Attachment A of this certification form are authorized to have advance access to Bureau of Labor Statistics (BLS) pre-release information. I certify that the individuals listed in Attachment A have been fully informed of their responsibilities and obligations in handling and maintaining the confidentiality of pre-release information prior to its set time for release. I further certify that each of the individuals listed in Attachment A have indicated their understanding and acceptance of the conditions for access to BLS pre-release information.

\_\_\_\_\_  
[Name]  
BLS State Cooperating Representative  
[Name of state]

\_\_\_\_\_  
Date



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## CONDITIONS FOR HANDLING BLS PRE-RELEASE INFORMATION

PURPOSE. The purpose of this document is to inform individuals who will have access to Bureau of Labor Statistics (BLS) pre-release information of their responsibility for adhering to the confidentiality policies of the BLS. This is in accordance with Office of Management and Budget Statistical Policy Directive No. 4, "Release and Dissemination of Statistical Products Produced by Federal Statistical Agencies," (73 FR 12622-12626). BLS pre-release information includes statistics and analyses that have not yet officially been released to the public. BLS pre-release information is deemed confidential until made available to the public through the official, scheduled release. Individuals granted access to BLS pre-release information are responsible for ensuring that the pre-release information they have access to are not further disseminated or used in any unauthorized manner before their official release. Acknowledging the requirements contained within this document only provides the individual accepting these handling conditions with access to BLS pre-release information; acknowledgment does not authorize access to respondent or personally identifiable information.

Individuals granted access to BLS pre-release information must acknowledge acceptance of the conditions presented in this document. Individuals will be deemed to have acknowledged the conditions presented below through reading or listening to the requirements and accepting the conditions through a written or verbal affirmation provided to the BLS State OSHA Cooperating Representative.

- Individuals will not release BLS pre-release information to anyone not authorized to have access to this information prior to the scheduled release of the information to the public. Authorized persons include authorized BLS staff and approved individuals with a need-to-know who have acknowledged acceptance of the conditions for handling BLS pre-release information as presented in this document or previously have signed a BLS agent agreement.
- Individuals will store BLS pre-release information in a manner that ensures unauthorized persons cannot view or otherwise gain access to the BLS pre-release information.
- Individuals will not remove BLS pre-release information from state government facilities.
- Individuals acknowledge that BLS pre-release information may only be provided to authorized persons. Should a question arise about whether an individual is an authorized person, or should the need arise to provide BLS pre-release information to additional individuals who have not previously acknowledged acceptance of these conditions, or should any questions arise regarding the appropriate handling of this information, then individuals will first contact the BLS before taking any action with the BLS pre-release information.
- Individuals with access to any BLS pre-release information must not use the information for personal gain.
- Individuals will notify the BLS immediately upon discovering any actual or perceived unauthorized disclosure of the BLS pre-release information.

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# OSHS COOPERATIVE AGREEMENT

## WORK STATEMENTS

The BLS uses the attached "check-the-box" work statements in-lieu of requiring long, written program narratives to accompany the Cooperative Agreement application. The work statements are considered forms for purposes of OMB's Paperwork Reduction Act approval process. As such, an estimate of the time required to complete the form must be provided and those affected by the forms must be afforded the opportunity to comment on the estimates or any other aspect of the form. Rather than place the required language on each of the work statements that follow, estimates are provided below. Each estimate of time required to complete a work statement assumes that no variances will be needed. The work statements and the estimated times to complete them are:

All OSHS Program	25 minutes
SOII	50 minutes
CFOI	45 minutes

We estimate that it will take an average of two (2) hours to complete these forms, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the information. If you have any comments on the estimates or the forms, send them to the Bureau of Labor Statistics, Division of Financial Management (1220-0149), 2 Massachusetts Avenue, NE, Washington, D.C. 20212-0001. You are not required to respond to the collection of information unless it displays a currently valid OMB control number.

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### ALL OSHS PROGRAM

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.

**B. SUBMISSION OF FINANCIAL REPORTS**

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.

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.

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.

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 10a – c). Therefore, item 10 (lines d – k) and item 11 (lines a – f) of the FFR must be completed outside of HHS-PMS and submitted to the appropriate regional office as part of the closeout documentation. The FFR may be electronically signed.

Agree To  
Comply  
(Check Box)

**C. PROGRAM REQUIREMENTS APPLICABLE TO BOTH SOII AND CFOI**

1. Publication of Data

The SGA is required to publish survey data that are validated by the BLS. If an SGA is using *only* the Profiles data tables and charts provided by the BLS OSHS program at the time of the corresponding National news release, no additional BLS validation is required. The SGA is expected to follow prevailing program guidance, as outlined in technical memoranda, to conduct significance testing for publication of any data in which comparative statements are made. The SGA may request queries from the national office to obtain data for publishing.

The SGA will obtain clearance from their BLS Regional Commissioner for any other reports for which any activity, collection, compilation, analysis, and publication are funded under the grant.

The SGA will acknowledge the U.S. Department of Labor, BLS financial assistance when publishing data developed through the BLS-OSHS program.

News releases, reports, and Internet web sites are considered publications for this purpose. If news releases and reports are published, the SGA will submit electronic copies to the BLS regional office (which will forward a copy to Office of Field Operations, Division of Cooperative Survey Programs). If a web site is used, the SGA will provide the URL address (which the RO will share with BLS-Washington). The SGA shall not publish or release data in any form prior to publication of national SOII and CFOI news releases.

The BLS reserves the right to publish state data from the OSHS programs funded under this agreement. For both CFOI and SOII, full state data may be published by the BLS on the same day that national data are released.

Agree To Comply (Check Box)

**C. PROGRAM REQUIREMENTS APPLICABLE TO BOTH SOII AND CFOI (CONTINUED)**

2. Research Proposals Funded as Additional Activities to Maintain Currency (AAMCs)

The SGA is encouraged to prepare research papers on collected SOII and/or CFOI data. The SGA will submit a proposal for the research paper as an AAMC to the BLS. If the AAMC is approved, the BLS will match the SGA funding and the SGA and the BLS will modify the cooperative agreement to add funding and incorporate the approved proposal as part of the statement of work. The SGA will then complete the report and submit electronically to the BLS regional office who will forward to the Office of Safety, Health and Working Conditions within 12 months of the start date established in the AAMC. The BLS may publish such research papers in its publications.

3. OSHS Computer Systems

The SGA shall use OSHS computer systems as specified in the program manuals, instructions, administrative and technical memorandum to capture, edit, process, transmit, review, and publish data from the SOII or CFOI.

The SGA shall follow instructions regarding the installation and deployment of any updates to the operating systems for BLS-provided desktops and meet requirements for any state provided machines.

States will participate in testing of OSHS software and submit results of their testing to BLS by the dates requested. This includes SOII Survey System (BigSOII), SURPASS, S3Web, C&D, CFOI Web, C-PDMS, Profiles, and all testing for the State Telecommunication Modernization project, as well as new production systems under development in support of Occupational Safety and Health Statistics programs.

4. OSHS Computer Security

The SGA agrees to ensure that, prior to migration to the FedState portal, OSHS information technology resources will neither reside on nor be connected to state networks and that authorized state personnel who use OSHS resources will exercise due diligence to minimize security vulnerabilities.



Work Statement

State CA Number

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Agree To  
Comply  
(Check Box)

**C. PROGRAM REQUIREMENTS APPLICABLE TO BOTH SOII AND CFOI (CONTINUED)**

To preserve security and data integrity, the SGA shall ensure that the equipment (including telecommunications lines) provided by the BLS or the state for the program governed by this agreement shall only be used by authorized state personnel and only for the BLS Occupational Safety and Health Statistics programs. Any other proposed use requires written permission of the BLS regional office. The SGA agrees to comply with program memoranda outlining computer security procedures. The state agency, if using, or planning to use a cloud service provider (CSP), shall ensure that:

1. The associated BLS Regional Office is notified of CSP use or intended use within the state. Details including the CSP name and FedRAMP Authorization package ID should be provided.
2. Adequate and appropriate confidentiality provisions are included in all contracts awarded for cloud services.
3. All BLS data which touch the CSP are encrypted at rest and in transit. Encryption access controls are only provided to those authorized to view the data.
4. Only FedRAMP-authorized CSPs are to be used.
5. State agencies must review the FedRAMP Authorization package associated with the CSP and identify/document (if any) security risks that may impact BLS data before operation.
6. The state agency retains access control of BLS data at all times.
7. The state agency understands the information types and sensitivity thereof within its cloud system(s).
8. Any CSP staff who may need access to BLS data sign BLS Agent Agreements and complete BLS confidentiality training.

Work Statement

State CA Number

\_\_\_\_\_ OS- \_\_\_\_\_ -23-75-J- \_\_\_\_\_

Agree To  
Comply  
(Check Box)

**C. PROGRAM REQUIREMENTS APPLICABLE TO BOTH SOII AND CFOI (CONTINUED)**

5. OSHS Computer Equipment

The SGA may purchase its own equipment but must first contact the regional office to ensure compatibility with other OSHS equipment and with OSHS computer systems. Laptops may only be purchased to access the FedState portal and will not be supported by BLS.

The SGA shall manage computer equipment (which includes personal computers, monitors, keyboards, mice, and printers, as well as routers, hubs, and print servers) supplied by BLS or purchased by the state for the OSHS program in accordance with BLS rules and procedures. The SGA will submit the BLS OSHS Property Listing at closeout, if required.

The SGA shall exercise reasonable care in handling and operating the hardware in a manner consistent with its design and intended use. The BLS will provide maintenance and repair of BLS purchased hardware. If assistance is required, the state will request such assistance from the BLS regional office within three (3) workdays.

In the event the equipment used to process BLS data is no longer needed, the SGA shall request disposition instructions from the BLS. No disposition instructions are required in cases when the title of equipment has been transferred to the SGA. However, the SGA must ensure that any information categorized as confidential or sensitive by the BLS be removed from the equipment before disposition. The SGA may choose to ship the equipment to BLS for sanitization and disposal after obtaining instructions from the BLS.

6. Attendance at Conferences and Meetings

The SGA shall be represented at the BLS/state annual training conference on both the fatal occupational injuries and nonfatal occupational injuries and illnesses. Senior management of the Survey of Occupational Injuries and Illnesses and the Census of Fatal Occupational Injuries for the SGA shall be represented at the BLS state managers' roundtable meetings, if scheduled. These meetings may be in-person or virtual, provide critical policy information, operational instructions, and training to SGA staff and are an essential requirement of this CA. The SGA shall inform the BLS Regional Office in writing if no SGA staff will attend an annual conference providing the reason the SGA is unable to attend. Should staff be unable to fulfill any of these requirements, an appropriate level of funding will be deobligated by the BLS.

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7. Program Training

SGA staff shall participate in scheduled BLS training to ensure SGA staff understands the procedures, coding systems, and automated systems used in the BLS OSHS program. Such an understanding is critical to the quality and consistency of the OSHS data. Specific funding is provided for this activity. Trainings may be in-person or virtual. BLS may deobligate funds if SGA staff does not attend these required sessions.

[\_\_\_\_\_]

**D. EXPLANATION OF VARIANCES**

(Attach additional pages if needed)

## SURVEY OF OCCUPATIONAL INJURIES AND ILLNESSES (SOII) FISCAL YEAR 2023

Agree To  
Comply  
(Check Box)

**A. PROGRAM ACTIVITIES**

1. For Reference Year 2021:

The SGA shall by the dates specified in technical memoranda:

- a. Complete review of state Summary and C&D estimates; and
- b. The SGA shall publish survey results.

The means to publish these results will be: *(Please check format[s] below.)*

- Report
- News Release
- Web Site   
(list URL, if known now): \_\_\_\_\_
- Other   
(Describe): \_\_\_\_\_

2. For Reference Year 2022:

The SGA shall:

- a. Collect the survey by the dates specified in the program manuals and technical memoranda. The collection targets are based on "survey rates" rather than response rates.
- b. Resolve undeliverable email notifications to respondents as specified in program manuals and technical memoranda.
- c. Edit and clarify the survey data as specified in the program manuals and technical memoranda.

Agree To Comply (Check Box)

**A. PROGRAM ACTIVITIES (CONTINUED)**

- d. Code the collected cases according to the OSHA coding procedures by the dates specified in technical memoranda. The target is based on concurrent coding for a percentage of completed surveys throughout collection.
- e. Review state Summary and C&D estimates and advise the regional office of any concerns no later than 10 business days after the generation of intermediate C&D estimates (Milestone 2).
- f. Review case codes applied by the Computer Assisted Coding (CAC) algorithm and coding review files from the National Office to ensure correctness and consistency with other case codes and coding guidelines. All cases must be reviewed and verified by checking the appropriate box in the SOII collection system.

3. For Reference Year 2023:

The SGA shall, by the dates specified in the program manuals and technical memoranda:

- a. Review and refine the sample units.
- b. Pre-notify employers who have not been notified by the contract printer/mailer to keep occupational injury and illness records.
- c. Resolve undeliverable email notifications to respondents as specified in program manuals and technical memoranda.

4. For Reference Year 2024:

The SGA shall, by the dates specified in the program manuals and technical memoranda:

- a. Review and refine the target estimation industries (TEIs).
- b. Review and refine the sampling frame.
- c. Request any changes to sample sizes at least one month prior to processing RY 2024 sampling frame.

Work Statement

State CA Number

OS-\_\_\_\_\_-23-75-J-\_\_\_\_\_

Agree To  
Comply  
(Check Box)

**B. PROGRAM PERFORMANCE REQUIREMENTS**

- 1. The SGA shall follow the procedures and timetables described in the OSHS program manuals and technical memoranda in the performance of work under this agreement unless the SGA has received written approval from the BLS regional office.
- 2. The SGA shall use the survey forms provided by the BLS, unless the SGA has received written approval from the BLS regional office. Because the BLS is concerned that SGA forms designed to improve survey response may bias the data provided by respondents, all such forms are required to have BLS regional and national office review and approval.

**C. FULL-TIME EQUIVALENT EMPLOYEES WORKING ON THE SURVEY OF OCCUPATIONAL INJURIES AND ILLNESSES: \_\_\_\_\_**

**D. BLS STATE COOPERATING REPRESENTATIVE:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone  
\_\_\_\_\_

Email Address  
\_\_\_\_\_

Work Statement

State CA Number

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**E. EXPLANATION OF VARIANCES**

(Attach additional pages if needed)

## CENSUS OF FATAL OCCUPATIONAL INJURIES (CFOI) FISCAL YEAR 2023

Agree To  
Comply  
(Check Box)

**A. PROGRAM ACTIVITIES**

1. Develop and Maintain Data Sources Identifying Occupational Fatalities

The SGA shall make formal arrangements to obtain the following source documents as well as amendments to these reports to identify occupational fatalities and, whenever possible, will obtain these source documents electronically: [ ]

- a. Death certificates with the "injury at work" box marked "Yes";
- b. State workers' compensation fatality reports; and
- c. All other reports available to the SGA that may include fatality information, such as news reports, medical examiner records, autopsy reports, motor vehicle fatality reports, etc.

The SGA shall review all (Federal agency and other) source documents the BLS forwards or makes available to the SGA and shall enter all in-scope injury cases from those sources into the CFOI Web application. [ ]

The SGA shall enter the unique source document identifiers for all source documents in CFOI Web as specified in the program manuals and technical memoranda. [ ]

The BLS shall have access to source documents for data quality control purposes. [ ]

The SGA will make electronic source documents available to the program office as its agreements with providers allow. These electronic source documents will be made available by the SGA consistent with technical memoranda and guidance from the program office. [ ]

2. Verify Work-Relatedness

The SGA will gather and use the source documents required to (1) authenticate scope and work-relatedness and (2) to code each fatal work injury case as completely as possible. This includes utilizing all source documents provided by the National Office. [ ]

The SGA will validate fatal work-related injuries, whenever possible, using at least two independent source documents to corroborate that the fatality is in-scope. The SGA shall attempt to obtain a substantiating source document or conduct a follow-back when only one source document identifies the fatal injury as work-related or when work relationship cannot be determined from the available source materials. For any fatalities for which work relationship could not be substantiated before the end of the data collection period the BLS, in consultation with the state and regional office, will determine whether these fatalities are in-scope for CFOI. [ ]



Work Statement

State CA Number

\_\_\_\_ OS-\_\_\_\_-23-75-J-\_\_\_\_

Agree To  
Comply  
(Check Box)

**A. PROGRAM ACTIVITIES (CONTINUED)**

The SGA shall specify reasons for scope determinations on questionable cases in the state comments field in the CFOI Web application.

3. Code Fatality Data

The SGA shall code fatalities using information from the various source documents. Data elements to be coded are listed in the CFOI Program Guide, the CFOI Web User Guide, and technical memoranda. States shall minimize the use of "unknown" codes.

4. Conduct Follow-back and Data Clarification

The SGA will follow-up by mail or telephone when required data elements are missing or inconsistent between source documents.

For follow-up and data clarification, the SGA shall use the guidelines, solicitation letter, and OMB-approved questionnaire provided by BLS unless the SGA has received prior written approval from the BLS regional office.

5. Enter Data in a Timely Manner

The SGA will identify, verify, code, and enter current reference year cases into the CFOI Web application by the dates specified in the CFOI timetable and technical memoranda.

The SGA will set review flags as specified in the CFOI Web User's Guide and technical memoranda.

By December 31st of the reference year, the SGA will enter all cases occurring in the first quarter of the reference year and code them as fully as possible.

6. Process Fatality Reports for Out-of-State Cases

The SGA shall be responsible for processing fatality reports for persons fatally injured and/or deceased in that state as specified in the program manuals and technical memoranda.

The SGA is required to exchange information with SGAs in other states in the CFOI (abiding by the confidentiality requirements of the source agencies) to facilitate the receipt and processing of fatality data to ensure that data on all fatal occupational injuries are captured and published by state of incident. Secure transfer of these data will be conducted in accordance with the guidance provided in technical memoranda and other correspondence. The SGA will note the dissemination or receipt of information to/from another SGA in the state comments field for the case.

Work Statement

State CA Number

OS-\_\_\_\_\_-23-75-J-\_\_\_\_\_

Agree To  
Comply  
(Check Box)

**A. PROGRAM ACTIVITIES (CONTINUED)**

7. Publish Data

The SGA shall publish CFOI results.

The means to publish these results will be: *(Please check format[s] below.)*

Report

News Release

Web Site

(list URL, if known now): \_\_\_\_\_

Other

(Describe): \_\_\_\_\_

**B. PROGRAM PERFORMANCE REQUIREMENTS**

1. BLS Instructions, Time Schedules and OMB-Approved Questionnaire

The SGA shall follow the methods, technical instructions, and time schedules described in the program manual, system user guide, technical memoranda, and other communications in the performance of work under this agreement for reference years 2021, 2022, and 2023.

States shall use the current OMB-approved questionnaire for follow-back.

All CFOI memoranda, manuals, and other communications are for CFOI internal use only. They may not be shared with any non-CFOI staff without prior approval of BLS.

2. Confidentiality

Source documents acquired by the SGA for the purposes of this cooperative agreement are considered state records and should be handled by the SGA in accordance with its written agreements with the state agencies that supply the source documents and in accordance with state law.

Agree To  
Comply  
(Check Box)

**B. PROGRAM PERFORMANCE REQUIREMENTS (CONTINUED)**

Source documents provided by BLS from federal sources will be handled in accordance with the procedures set forth in the Administrative Requirements of this cooperative agreement, accompanying emails, CFOI technical memoranda, and with other applicable BLS guidelines. These sources may not be shared with anyone who is not an approved BLS agent and cannot be saved in any format outside of the shared folders provided by BLS. BLS will periodically destroy sources after production deadlines to maintain currency with various source document provider requirements.

The SGA shall work with the BLS to resolve any inconsistencies between the work statement and confidentiality requirements of the source data agencies, including for the purposes of matching source documents to the files in CFOI Web to ensure all cases are identified and coded as completely as possible. Restrictions on the use of data provided by a state agency should be listed in the section entitled, Explanation of Variances.

Source data collected by state agencies will be used only in the CFOI unless the SGA and data sources agree to other arrangements. States will follow the guidance specified in CFOI program manuals and technical memoranda when they receive inquiries from outside requestors for source documents collected for CFOI.

The BLS, its employees, agents, and partner statistical agencies, will use the information collected on the OMB-approved questionnaire (per the guidelines set forth in program manuals and technical memoranda) and all information incorporated into the CFOI Web application for statistical purposes only. Information collected using the OMB-approved questionnaire and information the states identify as coming from any confidential source will be held in confidence to the full extent permitted by law. In accordance with the Confidential Information Protection and Statistical Efficiency Act and other applicable Federal laws, the information will not be disclosed in identifiable form without the informed consent of the respondent.

The BLS and SGA employees designated as Agents of the BLS shall abide by the Confidential Information Protection and Statistical Efficiency Act and all other applicable Federal laws governing confidentiality and by the confidentiality provisions in Part I, Section R of this cooperative agreement in handling data from the OMB-approved questionnaire.

Agree To Comply (Check Box)

**B. PROGRAM PERFORMANCE REQUIREMENTS (CONTINUED)**

The SGA shall ensure that published CFOI results are in accordance with the BLS Data Confidentiality provisions included in the CFOI Program Guide and technical memoranda and in accordance with the SGA’s written agreement(s) with the state agencies that supply source documents. The SGA will identify which source documents are confidential and whether data for nine key variables come from a public or confidential source as detailed in prior technical memoranda.

The SGA acknowledges the disclosure avoidance parameters for published CFOI data for 2011 and future years and agrees to ensure that these parameters are used in publishing CFOI results, as specified in the program manuals and technical memoranda. The CFOI measures to avoid disclosure of confidential data now rest on state identification of whether the data for nine key variables come from a confidential or public source. Application of the parameters will allow BLS and its state partners to publish tabulations of data that come from public sources and, thereby, increase the number of detailed data cells that may be published. All historical data (2010 and earlier) and information for 2011 and subsequent years that the states mark as coming from confidential or proprietary sources will be subject to the publishability standards used in prior years as specified in technical memoranda. These parameters are reflected in the CFOI Web application and Profiles and will be automatically applied to publication tables run in these systems. Starting with reference year 2019, BLS applies disclosure avoidance parameters to instances of secondary disclosure, as specified in technical memoranda.

3. Retention of Records

All records shall be retained for a period of at least two years after submitting the final data file for the reference year, unless otherwise specified in the variances to this work statement. States are encouraged to retain source documents for as long as they are needed in state-specific research projects.

**C. RESEARCH FILES**

The BLS may approve researcher access under a Letter of Agreement (LOA) to a restricted access microdata research file via a Virtual Data Enclave (VDE). The CFOI research file in the VDE is a national file with personal, company, state, and county identifiers deleted. It is available only to those researchers who agree to protect the confidentiality of the data and have the safeguards in place to do so. The purpose of the LOA, which is signed by the BLS Associate Commissioner for Compensation and Working Conditions and a recipient organization official, is to ensure that users comply with the pledge of confidentiality made to data sources by the BLS and the SGA.

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Agree To  
Comply  
(Check Box)

**C. RESEARCH FILES (CONTINUED)**

The BLS may approve researcher access under an LOA to an unmasked microdata research file at a controlled-access Federal Statistical Research Data Center (FSRDC). This unmasked CFOI research file is a national file that includes company, state, and county identifiers. It is available only to researchers who agree to protect the confidentiality of the data. The purpose of the LOA, which is signed by the BLS Associate Commissioner for Compensation and Working Conditions and a recipient organization official, is to ensure that users comply with the pledge of confidentiality made to data sources by the BLS and the SGA. Like onsite access at BLS, researchers can neither download the CFOI data or results of the research. All results of research are reviewed by the BLS Project Coordinator before they are released to the researcher for publication.

The BLS will provide a CFOI research file to the Occupational Safety and Health Administration (OSHA) Office of Research and Evaluations under a Memorandum of Understanding that includes an additional data element. This data element identifies whether the fatality occurred in a state that has an OSHA-approved state OSH plan or not but does not identify any particular state. The file will be transmitted via secure file transfer protocol.

The BLS will provide a CFOI research file to the National Institute for Occupational Safety and Health (NIOSH) under a Memorandum of Understanding that includes additional data elements. These data elements are state codes, date of death, actual age, and narrative industry and occupation information. The file will be transmitted via secure file transfer protocol.

Work Statement

State CA Number

\_\_\_\_ OS-\_\_\_\_-23-75-J-\_\_\_\_

### C. RESEARCH FILES (CONTINUED)

The BLS will include the following data elements on the CFOI fatal injury research file:

1. **Reference year**
2. **Race**
3. **Gender**
4. **Industry** (North American Industry Classification System, U.S. [NAICS])
5. **Ownership** (Federal, state, local, foreign or other government; private)
6. **Occupation** (Standard Occupational Classification [SOC])
7. **Employee status** (wage and salary, self-employed, armed forces, etc.)
8. **Nature of injury** (BLS Occupational Injury and Illness Classification System [OIICS])
9. **Part of Body** (BLS OIICS)
10. **Source of injury** (BLS OIICS)
11. **Secondary source of injury** (BLS OIICS)
12. **Event or exposure** (BLS OIICS)
13. **Worker activity** (at the time of incident)
14. **Hispanic origin**
15. **Location type** (farm, street, mine, etc.)
16. **Geographic code** (four Bureau of the Census regions)
17. **Age group**
18. **Survival** (number of days between date of injury and date of death)
19. **Region** (region of birth)
20. **Establishment size** (based on employment)
21. **Length of time in current position**
22. **Time of incident** (to the nearest hour)
23. **How the injury occurred** (narrative description)
24. **Confined space** (did the incident occur in a confined space)
25. **Contractor** (was the decedent a contractor)
26. **Contractor industry** (industry of the contracting firm)
27. **Contractor ownership** (ownership of the contracting firm)
28. **Day of the week of injury**
29. **Month of the injury**

Additional data elements for the NIOSH research file only:

30. **State codes** (state of injury, state of death, state of residence, state of employment)
31. **Actual age**
32. **Date of death**
33. **Narrative industry and occupation information** (1999 and subsequent years)

Additional data element for the OSHA research file only:

34. **State Plan indicator**

### D. FULL-TIME EQUIVALENT EMPLOYEES WORKING ON THE CENSUS OF FATAL OCCUPATIONAL INJURIES: \_\_\_\_\_

Work Statement

State CA Number

\_\_\_\_ OS-\_\_\_\_-23-75-J-\_\_\_\_

**E. BLS STATE COOPERATING REPRESENTATIVE:**

Name

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Title

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Address

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Telephone

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Email Address

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**F. EXPLANATION OF VARIANCES**

(Attach additional pages if needed)

## FY 2023 OSHS COOPERATIVE AGREEMENT DOCUMENT NUMBERS

State Grantee	CA No.	Suffix	State Grantee	CA No.	Suffix
ALABAMA	OS-38474-23-75-J-01	23P/Q	NEBRASKA	OS-38404-23-75-J-31	23P/Q
ALASKA	OS-38412-23-75-J-02	23P/Q	NEVADA	OS-38418-23-75-J-32	23P/Q
ARIZONA	OS-38415-23-75-J-04	23P/Q	NEW HAMPSHIRE	OS-38503-23-75-J-33	23Q
ARKANSAS	OS-38458-23-75-J-05	23P/Q	NEW JERSEY	OS-38486-23-75-J-34	23P
CALIFORNIA	OS-38414-23-75-J-06	23P/Q	NEW JERSEY	OS-38487-23-75-J-34	23Q
COLORADO	OS-38454-23-75-J-08	23Q	NEW MEXICO	OS-38424-23-75-J-35	23P/Q
CONNECTICUT	OS-38507-23-75-J-09	23P/Q	NEW YORK	OS-38405-23-75-J-36	23Q
DELAWARE	OS-38490-23-75-J-10	23P/Q	NEW YORK	OS-38408-23-75-J-36	23P
DISTRICT OF COLUMBIA	OS-38483-23-75-J-11	23P/Q	NEW YORK	OS-38506-23-75-J-36	23R
GUAM	OS-38409-23-75-J-66	23P/Q	NORTH CAROLINA	OS-38478-23-75-J-37	23P/Q
HAWAII	OS-38416-23-75-J-15	23P/Q	OHIO	OS-38411-23-75-J-39	23P/Q
IDAHO	OS-38417-23-75-J-16	23Q	OKLAHOMA	OS-38457-23-75-J-40	23P/Q
ILLINOIS	OS-38401-23-75-J-17	23P/Q	OREGON	OS-38420-23-75-J-41	23P/Q
INDIANA	OS-38492-23-75-J-18	23P/Q	PENNSYLVANIA	OS-38410-23-75-J-42	23Q
IOWA	OS-38491-23-75-J-19	23P/Q	PENNSYLVANIA	OS-38482-23-75-J-42	23P
KANSAS	OS-38459-23-75-J-20	23P/Q	PUERTO RICO	OS-38481-23-75-J-72	23P/Q
KENTUCKY	OS-38476-23-75-J-21	23P/Q	RHODE ISLAND	OS-38509-23-75-J-44	23Q
LOUISIANA	OS-38455-23-75-J-23	23P/Q	SOUTH CAROLINA	OS-38479-23-75-J-45	23P/Q
MAINE	OS-38510-23-75-J-23	23P/Q	TENNESSEE	OS-38407-23-75-J-47	23P/Q
MARYLAND	OS-38489-23-75-J-24	23P/Q	TEXAS	OS-38426-23-75-J-48	23P/Q
MASSACHUSETTS	OS-38504-23-75-J-25	23P	UTAH	OS-38425-23-75-J-49	23P/Q
MASSACHUSETTS	OS-38505-23-75-J-25	23Q	VERMONT	OS-38508-23-75-J-50	23P/Q
MICHIGAN	OS-38403-23-75-J-26	23P/Q	VIRGIN ISLANDS	OS-38480-23-75-J-78	23P/Q
MINNESOTA	OS-38402-23-75-J-27	23P/Q	VIRGINIA	OS-38485-23-75-J-51	23P/Q
MISSISSIPPI	OS-38477-23-75-J-28	23Q	WASHINGTON	OS-38421-23-75-J-53	23P/Q
MISSOURI	OS-38456-23-75-J-29	23P/Q	WEST VIRGINIA	OS-38484-23-75-J-54	23P/Q
MONTANA	OS-38427-23-75-J-30	23P/Q	WISCONSIN	OS-38406-23-75-J-55	23P/Q
			WYOMING	OS-38453-23-75-J-56	23P/Q