

Procedures and Guidelines

**OCCUPATIONAL SAFETY AND HEALTH
TRAINING AND EDUCATION GRANT
2007-2009 Biennium
Round Three**

**Occupational Safety and Health Training and Education Grant
Department of Consumer and Business Services
Labor and Industries Building, Room 430
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TABLE OF CONTENTS

SECTION I Information for Applicants

Purpose	1
Goals	1
Program Funding	1
Activities to be Funded	2
Program Requirements	2
Application Process	4
Application Requirements	5
Review of Applications	6
Reporting requirements	7

SECTION II General Provisions

APPENDIX A - Allowable Expenditures by Budget Category

APPENDIX B - Applicable Oregon Revised Statute and Oregon Administrative Rules

APPENDIX C - Information Resources

APPENDIX D - Sampling of OR-OSHA Grant Programs

APPLICATION - See attached application packet

SECTION I
Information for Applicants

PURPOSE

To augment the activities of Oregon-Occupational Safety and Health Division, the Legislature has appropriated funds to encourage development of innovative, pro-active strategies for providing and expanding occupational safety and health training and education services. Funding for subsequent fiscal years is contingent on authorized appropriations by the Legislature

GOALS

The goals of the OR-OSHA Grant Program are to:

1. Encourage the development of strategies in addition to those being provided by OR-OSHA for providing occupational safety and health training and education programs or materials.
2. Develop projects and activities that are consistent with OR-OSHA philosophy and program goals.
3. Increase the number of employers and employees receiving occupational safety and health training and education services.
4. Encourage new providers of occupational safety and health training and education programs or materials for employees and/or employers.
5. Evaluate the effectiveness of the alternative strategies and providers.
6. Encourage training and education programs that include labor/management cooperation.

PROGRAM FUNDING

Funding is available for a limited number of OR-OSHA Grant contracts. The OR-OSHA budget includes an appropriation of \$400,000 for this biennium. Awards will be given in installments, and will be disbursed after submittal and approval of required interim reports. OR-OSHA is in no way obligated to award the full amount of funds described in this paragraph.

Applicants selected for funding may reapply for funding for subsequent years, depending on the availability of funds, merits of new application, and evaluations of previous grants.

This solicitation of proposals does not commit the Division to award a contract or to pay any costs incurred in the preparation of a proposal. The Division reserves the right to accept or reject any or all proposals which are submitted, and to negotiate with all qualified applicants.

Applicants chosen to receive a grant award will be required to execute documents, including a contract, in accordance with Division policy. In no event will the Division have any obligation, monetary, contractual or otherwise, toward any applicant in the absence of a signed contract between the Division and the applicant.

ACTIVITIES TO BE FUNDED

The primary type of activity to be funded is the development of an innovative educational project resulting in a usable training program. OR-OSHA may target and select specific training subjects based on new rules, regulations and identified safety and health hazards.

PROGRAM REQUIREMENTS

Applicants should take into consideration the following program requirements when preparing their proposals.

GRANT APPLICANTS - Any labor consortium, employer consortium, or educational institution that is affiliated with a labor organization or employer group, or other nonprofit entity, may apply for an Occupational Safety and Health Grant.

PROJECT PERSONNEL - A project director must be specified in the grant proposal, and a resume provided for that person. The project director will be the liaison with the Division and must be responsible for the overall administration of the project.

REQUIREMENTS - All training materials produced through this grant become public domain upon their completion. Grant activities shall be directed to Oregon employees or employers. OR-OSHA reserves the right to reproduce, use and distribute materials developed under these agreements and to authorize others to do so as long as the use of the materials is restricted to the training and education envisioned by the grant program.

GRANTS ARE FOR NEW OR EXPANDED ACTIVITIES - OR-OSHA Grant funds will not be used to subsidize regular ongoing activities or those specifically required by law. Only new or substantially expanded activities will be funded.

GRANT LIMITATIONS

Unless exempted by the Division and the Safe Employment Education and Training Advisory Committee, the following expenditure limitations apply. Exception Requests need to be justified in writing in the application:

Research: 20% - Research projects alone are not acceptable grant projects. Research can only be funded when it is in the initial stage of development of a training program.

Contractual Services: 45%

Equipment: 25%

Operations and Facilities: 20%

Travel, lodging and meals: As stated in the application packet and/or Appendix A.

EQUIPMENT IS LIMITED - All equipment purchased with grant funds will be returned and become property of the State at the conclusion of the grant project unless otherwise determined by the Division.

GRANT PROJECTS ARE NONPROFIT - All program income must be applied to project expenses before utilizing grant funds. Grants will not be provided if any program items are sold for "profit."

GRANT FUNDS MUST NOT BE USED TO PAY LOST-TIME WAGES -- Although lost-time pay may be a valuable incentive for worker participation in training, only lost-time wages supplied through in-kind contributions by a grantee will be acknowledged.

EVALUATION COOPERATION REQUIRED - Applicants chosen for funding will be required to cooperate with OR-OSHA staff in monitoring and evaluating the program.

INTERNAL ACCOUNTING SYSTEM REQUIRED - An internal accounting procedure which separates and identifies grant fundable expenditures and income from other finances must be adopted. Such a system should leave a clear audit trail.

AUDIT COOPERATION REQUIRED - Applicants selected for funding may be subject to audits during and at the end of the project and must cooperate in the completion of those audits.

TRAVEL REGULATIONS AND EXPENSES - Grantees and subcontractors will conform to the state rates for mileage, meals and lodging. (See Appendix A and/or Application Packet)

GRANT FUNDS MUST NOT BE USED DIRECTLY OR INDIRECTLY TO PAY FOR LOBBYING ACTIVITIES or devices intended or designed to influence in any manner a member of the Oregon Legislature or Congress to favor or oppose any legislation or appropriation. These activities and devices include, but are not limited to, personal services, advertisements, telegrams, letters or other printed or written material.

FEES CHARGED FOR ACTIVITIES SPONSORED WITH GRANT FUNDS ARE LIMITED TO REASONABLE AND NECESSARY COSTS. Fees charged for activities sponsored with grant funds are prohibited unless approved in advance by the Division. The Division may approve grantee requests to charge a nominal fee to recover certain limited costs, e.g., facility rental or meal expenses. The cost for key personnel cannot be recovered through fees charged to program participants. Each request shall be presented in writing and include all proposed charges and fees. Failure to obtain advance approval will result in the disallowance of credit for the activity and denial of the use of any grant funds for purposes of covering any costs attributable to the activity.

GRANT ACTIVITIES MUST NOT INCLUDE MEMBERSHIP OR NON-MEMBERSHIP DRIVES - No activity subsidized in whole or in part by grant funds will include a direct appeal for membership in any organization. No activity subsidized in whole or in part by grant funds will include efforts to discredit any organization or issue.

APPLICATION PROCESS

Applications must be received by the date indicated on the application to be eligible for consideration. Each shall include:

1. Form A: Project Title, Official Information and Certification
2. Cooperation Affiliates and Signature Page
3. Project Summary
4. Impact Statement
5. Project Design
6. Form B: Activity Time Line
7. Project Management
8. Resources
9. Form C: Summary of Estimated Expenditures
10. Form D: Itemized Expenditures:

APPLICATIONS (9 copies) RECEIVED AFTER THE DEADLINE OR WITHOUT THE REQUIRED DOCUMENTS WILL BE RETURNED TO THE APPLICANTS.

APPLICATION REQUIREMENTS

In order to be complete the application must include all the elements listed above. Additional related information follows below and in the application:

Impact Statement

Impact statement is supported by objective analysis of the occupational safety and health problem.

Project is in keeping with the philosophy and intended goals of the OR-OSHA program.

Seriousness of the problem is documented.

Expected contribution of the proposed project to the solution.

Degree to which the proposed project is a needed supplement to OR-OSHA activities, and is not otherwise available.

Increase the number of employers/employees who currently receive training.

Evidence of joint management/labor cooperation is presented.

Project Design

Project will produce a complete training program.

Approach is innovative.

Target audience is defined and method of reaching or impacting audience is identified.

Evidence of cooperation by target audience is presented.

Time frame is sufficient in view of suggested performance.

Project/course objectives, learning objectives, and method of evaluation are consistent with one another.

There is a logical flow from one task to the next in the project activities and the activities are consistent with stated objectives.

Feasibility of the entire proposed project has been explored.

Immediate implementation is possible.

Project Management

A project director is identified and their qualifications and experience is consistent with the project, course or service proposed.

Statement of affiliation and commitment from participating groups is secured.

Division of responsibility and performance control is clearly outlined in relation to activities.

Resource Management

Projected expenditures are consistent with grant objectives and activities.

Salary and fringe benefits are reasonable.

Budget plan is complete and consistent with procedure guidelines.

Grantee's in-kind contribution and the source of the contributions are outlined.

Stability of other funding sources.

Evidence of grantee's nonprofit status.

Grantee's accounting system and controls are adequate to meet documentation requirements as specified in grant agreement.

REVIEW OF APPLICATIONS

The Division will review each application package that is received by the deadline for completeness and compliance with the procedures of the Grant program.

After an application is determined to be complete and in compliance with the intended goals of the program by the Division, it shall be forwarded to the Safe Employment Education and Training Advisory Committee for review and possible recommendation for grant approval.

In reviewing grant applications for possible recommendations for approval to the Director, the committee shall consider at least the following elements:

- (a) The amount of available funds in the Occupational Safety and Health Grant account;
- (b) The impact statement details;
- (c) The innovation of the grant request;
- (d) The amount of in-kind services;
- (e) The stability of other funding sources; and
- (f) The administrative costs and/or responsibilities imposed on the Division in connection with the grant project.

Based on the committee recommendation the Director will make the final selection of applicants to receive grant awards. Grant applicants will be notified in writing of the final decision.

REPORTING REQUIREMENTS

All applicants selected for funding will be expected to submit the following reports to the Division on a quarterly basis:

Quarterly Detail of grant Expenditures (Form G) with corresponding invoices
Quarterly Record of Individual Training Classes (Form E) (as necessary)
Quarterly Training Summary (Form F) (as necessary)
Quarterly Travel Log (Form H) (as necessary)
Financial Summary of Grant Expenditures (Form I)

Project review: On a quarterly basis, applicants shall submit a one (1) page synopsis of the activities that have occurred that quarter, a brief statement indicating if the project is progressing according to plan or whether there are significant changes, delays (based on Form B, Activity Time-Line), or problems with project completion and copies of the project for review as they are developed.

This report will also include a summary of training and service activities, records of program attendance, and other information. The report will be used in the evaluation to approve further grant installments.

Quarterly Financial Status Reports -

These reports will specify in detail the expenditures during each financial period and will be reported using FORM G.

Advances and reimbursements will be adjusted according to the actual financial activity during the preceding period.

Failure to submit the financial status reports and the quarterly activity and evaluation reports can result in non-disbursement of advances and could lead to immediate reimbursement of all unexpended grant funds.

At the completion of the Grant, the Grantee will submit 3 copies of the training program to OR-OSHA.

SECTION II
General Provisions

If the Application is approved, the general provisions below will be added to and made a part of each contractual agreement.

GENERAL PROVISIONS

Section 101. Authority - The Occupational Safety and Health Grant Program is authorized by HB 2982 passed in the 1989 Legislative Session and ORS 654.189 and 654.191.

Section 102. Eligible Applicants - Only local nonprofit employee or employer organizations capable of developing safety and health training, or educational institutions affiliated during the project with an employee or employer group, are eligible. Applicants may be required to submit evidence of their nonprofit status.

Section 103. Assignability - The contractual agreement is not assignable by the grantee either in whole or in part, without the prior written consent of the Division.

Section 104. Grantee Eligibility for OR-OSHA Services - The grantee shall not be prohibited from requesting the traditional services of the Division during the grant period. Requests, however, shall be reviewed in the context of the Division's evaluation design, and the grantee shall not be permitted to use OR-OSHA services as a means of providing work specified to by the contractual agreement as performance expectations of the project, unless agreed upon in the contractual agreement.

Section 105. Grantee Eligibility for OR-OSHA Enforcement Activities - The grantee shall not be exempt from Oregon Occupational Safety and Health Division enforcement activities as a result of participation in the OR-OSHA Grant Program, nor shall the grantee be targeted for enforcement activities as a result of participation in the OR-OSHA Grant Program.

Section 106. Subcontracts -

- a. Unless otherwise provided for in this contractual agreement, no subcontract shall be made by the grantee with any other party for furnishing any of the work or services specified by the contractual agreement without the prior consent and approval of the Division.
- b. If the grantee should enter into a subcontract for some portion of the activity covered by the Contract, this Contract will be incorporated by reference into the subcontract and the subcontractor shall be obligated to the same extent as the grantee would be obligated had the grantee performed the work to be performed by the subcontractor.
- c. The grantee is limited from subcontracting more than forty-five percent (45%) of the grant funds unless approved by the advisory committee or by the grants coordinator.
- d. This provision should not be construed as requiring the approval of contracts of employment between the grantee and personnel assigned for the work defined by the contractual agreement.

Section 107. Changes -

- a. The Division may at any time by written agreement with a grantee make changes in the work to be performed, within the general scope of the contractual agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work specified in the contractual agreement, whether changed or not changed by any such agreement, an equitable adjustment shall be made in the delivery schedule and the contractual agreement shall be modified accordingly. Any claim for adjustment must be requested within 30 days from the date of receipt by the grantee of the notification of change. If the Division decides that the facts justify such action, the Division may receive and act upon any such claim at any time prior to final payment under the grant award. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Section 109 below entitled "Disputes." Nothing, however, shall excuse the grantee from proceeding with the project under the changed agreement.
- b. Major changes in project outputs, expenditures, or procedures must be authorized by the Division prior to their implementation. Generally, changes will occur only at the time of the quarterly reports, although they may be submitted at any time.

Changes that involve one or more of the following conditions must receive prior written approval from the Division:

- (1) any change in key personnel;
- (2) any change in the type of training being developed or provided;
- (3) any change in the number of training sessions provided that results in a reduction equal to or greater than twenty percent (20%);
- (4) any change in program expenditures that results in a variation of a particular category of the budget by more than five percent (5%) of the total grant budget.

All requests for change shall be presented in writing to the Division at least three weeks prior to the proposed implementation date. Each request should include an explanation of the reason for and effect of the proposed alteration along with a detailed description of each deviation (i.e., change in time spent on training, movement of funds from one category to another, etc.).

Section 108. Default -

- a. The Division may terminate in whole or in part the contractual agreement in any of the following circumstances:
 - (1) The grantee fails to perform the work specified by the contractual agreement within the time specified by the agreement or any extension thereof;
 - (2) The grantee fails to perform any of the other provisions of the contractual agreement, or so fails to make progress as to endanger performance of the work specified by the agreement in accordance with its terms;
 - (3) The grantee in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Division may authorize in writing) after receipt of written notice from the Division specifying such failure;
 - (4) Evidence of fraud or misappropriation of funds from this or previous grants is discovered during the period of performance of this contract.
- b. In the event the Division terminates the agreement in whole or in part as provided in paragraph 108a, the Division may procure, upon such terms and in such manner as the Division deems appropriate, an alternate project for funding.
- c. Except with regard to defaults of "approved subcontractors" the grantee shall not be liable for any excess costs if the failure to perform the work specified by the agreement arises out of causes beyond the control and without the fault or negligence of the grantee. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, riots, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather. However, in every case, the failure to perform must be beyond the control and without the fault or negligence of the grantee. If the failure to perform is caused by the default of an "approved subcontractor" and if such default arises out of causes beyond the control of both the grantee and the "approved subcontractor", and without the fault or negligence of either the grantee or the "approved subcontractor" the grantee shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the "approved subcontractor" were obtainable from other sources in sufficient time to permit the grantee to meet the required delivery schedule.

d. If the agreement is terminated as provided for in paragraph 108a, the Division, in addition to any other rights provided in this paragraph, may require the grantee to transfer title and deliver to the Division in the manner and to the extent directed by the Division, such partially completed reports, other documentation, equipment and property as the grantee has specifically acquired for the performance of such part of the contractual agreement as has been terminated.

Section 109. Disputes - Except as otherwise provided in the contractual agreement, any dispute concerning a question of fact arising under the agreement which is not disposed of by consensual agreement shall be decided by the director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the grantee.

Section 110. Contractual Agreements - Provisions of the contractual agreement shall be construed in accordance with the provisions of the laws of the State of Oregon.

Section 111. Expenditure Limitations - Unless exempted by The Division and the Safe Employment Education and Training Advisory Committee, the following expenditure limitations apply: Research 20%, Subcontracting 45%, Equipment 25%, Operations and facilities 20%. Exemption requests need to be justified in the application.

Section 112. Competition in Acquiring Supplies and Services - The grantee shall select supplies (including "approved subcontractors") on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contractual agreement.

Section 113. Purchase of Equipment - The grantee shall be prohibited from the expenditure of State funds for the purchase, lease or rental of real or personal property that has a life span greater than or equal to 12 months and a cost greater than or equal to three hundred dollars (\$300) without prior approval from the Division. The grantee shall be required to submit requests for purchase, lease or rental of property to the Division. The requests shall include bids from at least three (3) sources of supply or an explanation of why less than three (3) bids have been secured. The title to equipment purchased with state funds shall vest with the Division.

The Division shall determine the disposition of such equipment at the termination of the Contract or when such equipment is no longer needed to fulfill the purposes of the Contract.

Section 114. Out-of-State Travel - The grantee is prohibited from expending state funds for out-of-state travel without prior written approval from the Division.

Section 115. Officials Not to Benefit - No person with a familial relationship to the officers, owners, or directors of the employing entity shall be employed by the grantee without prior written consent of the Division.

Section 116. Conduct and Standard of the Work - The Division shall measure the amount and quality of work performed by the grantee against the administrative and performance expectations stipulated to by the contractual agreement.

Section 117. Inspection and Acceptance of Work Performed - All materials, scripts, brochures, manuals and other documents will be submitted for review as the project develops. Final inspection and acceptance of all work, reports and materials required by the contractual agreement shall be performed by the Division. All work and materials shall, if applicable, reflect compliance with OR-OSHA rules and regulations and shall be in accordance with the goals of the Division.

Section 118. Program Evaluation Participation - The grantee shall cooperate in the review of proposed evaluation questionnaires, forms and procedures, and participate in the evaluation of the effectiveness of the Occupational Safety and Health Grant Program to be designed and conducted by the Division.

Failure to participate in such evaluation to the extent determined necessary by the Division may be deemed grounds for terminating the grant.

Section 119. Records and Accounts -

- a. The grantee shall maintain separate records and accounts, including property, personnel, and financial records relative to this Contract, in accordance with an established method and basis of accounting, to assure a proper accounting of all Contract funds. These records and accounts shall be separate from any non-grant records maintained by the grantee.
- b. The grantee shall preserve and make available the records for a period of three (3) years from the date the designated final accounting is accepted as the final accounting by the Division. In the event that the grantee ceases business operations before three (3) years elapse, all records and reports pertaining to this Contract shall be delivered to the Division within ninety (90) days.
- c. The Division or its designated agents shall have access to, and the right to examine and audit, and make excerpts and copies of all records, books, papers, tapes or documents related to this Contract.
- d. The grantee shall maintain adequate supporting documentation for all grant related expenditures (e.g., original invoices, narrative explanations of expenses and reports of program activity, etc.), and transmit upon request, such information to the Division.
- e. Funds not accounted for as expenditures shall be refunded to the state by the grantee following completion of the project.

Section 120. Collection or Recording of Information - As determined and requested by the Division the grantee shall submit for approval, prior to use, copies of each questionnaire, survey plan, brochure, and training instrument including plans for structured interviews and consultations, for the collection or dissemination of information. The term "structured interview and consultation" refers to an interview or consultation which follows a pre-designed format which approximates the same format for all respondents being interviewed, consulted or counseled.

Section 121. Gratuities -

- a. The Division may, by written notice to the grantee, terminate the right of the grantee to proceed under the contractual agreement if it is found, after notice and hearing by the Division, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the grantee, or any agent or representative of the grantee, to any officer or employee of the Division with the view toward securing a favorable treatment with respect to the rewarding or amending, or the making of any determinations with respect to the performance of any aspect of the contractual agreement provided that the existence of the facts upon which the Division makes such findings shall be in issue and may be viewed in any competent court.
- b. The rights and remedies of the Division provided in the above paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contractual agreement.

Section 122. State Workers' Compensation Act - The grantee, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Section 123. State Tort Claims Act - Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

Section 124. Nondiscrimination - Grantee agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Section 125. Indemnity -

- a. The grantee shall defend, save and hold harmless the State of Oregon and the Division, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this agreement.
- b. The grantee's indemnity and defense obligations under this section shall include the protection of the parties listed above from any and all claims that any materials developed, used, or broadcast by the grantee in the performance of this contract violates any patent, copyright or propriety rights of any third party.

Section 126. Publication Rights - The author is free to arrange for copyright without approval when publications of subject data are developed from work under an OR-OSHA supported project.

Any such copyrighted materials shall be subject to a royalty-free, nonexclusive, and irrevocable license to the State of Oregon to reproduce them, translate them, publish and distribute them, use and dispose of them, and to authorize others to do so.

All materials developed using grant money shall bear an acknowledgment of support through use of the following or comparable footnote:

"This material has been made possible by a grant from the Oregon Occupational Safety and Health Division, Department of Consumer and Business Services."

The terms "materials" and "subject" data as used herein includes research data and reports, writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and works of any similar nature which are specified to be delivered under this Contract. The term does not include financial or activity reports, cost analyses, and similar information incidental to Contract administration.

Section 127. Method of Payment - Payment shall be made in installments. The first payment will be made when the contractual agreement has been signed by both the grantee and the Division.

The subsequent payments will be issued after the quarter's expenditure report and activity and developmental reports have been received and approved by the Division. The Division, at its sole discretion, may adjust payment to prevent the accumulation of a large unexpended balance by the grantee.

Direct reimbursement procedures will be used when quarterly expenditures exceed the previous quarterly advance, when quarterly advances are delayed because of outstanding expenditure reports or activity reports, or when certain equipment purchases are to be made as discussed in Section 112 entitled Purchase of Equipment.

Progressive and final payments shall be subject to the Division's approval of the progress of the program and the quality of the work submitted. Funds advanced for grant projects may not be used for any purpose other than those specified in this contract.

Section 128. Dual Payment - Contractor shall not be compensated for work performed under this contract from any other department of the State of Oregon or the Federal government.

Section 129. Funding - At the time this contract is executed, sufficient funds are available within the division's current appropriation or expected to become available to finance the costs of this grant. Payments under this grant are subject to the availability of funds.

Section 130. Program Requirements - All program requirements as contained in the PROCEDURES AND GUIDELINES are incorporated herein by reference unless specifically modified by the CONTRACTUAL AGREEMENT and APPENDIX A.

Section 131. Composition of Contractual Agreement - The contractual agreement will consist of:

CONTRACTUAL AGREEMENT
APPENDIX A
GENERAL PROVISIONS
APPLICATION (including FORMS A, B, C, and D)
CONTRACT ADDENDUM (if applicable)

APPENDIX A

OR-OSHA GRANT ALLOWABLE EXPENDITURES

(Examples are provided for guidance, other costs may be acceptable.)

1. **ADMINISTRATION STAFF SALARIES/FRINGE**

Salaries/Fringe Benefits:

Project Administrator

Bookkeeper

Wordprocessor

2. **TRAINING & PROGRAM DEVELOPMENT STAFF SALARIES/FRINGE**

Salaries/Fringe Benefits:

Instructor

Technical Specialist

Fringe Benefits (Applicable to salaried administrative & training development personnel.)

Life Insurance

Dental Expense Benefits

Vision Expense Benefits

Hearing Aid Expense Benefits

Medical Examination Program

Prescription Drug Plan

Pension Program

Severance Pay

Vacation Pay

Social Security

Unemployment Compensation

Workers' Compensation

FICA Taxes

Health Insurance

Sick Leave

3. **OPERATIONS AND FACILITIES** (Limited to 20% of total grant funds requested)

Rent: Office Space (Sq. Ft.)

Training Site Rentals

Electricity, Gas, Telephone, Etc.

General Administration:

Liability Insurance

Other

Building Use Allowance

Equipment Use Allowance

Library Services

Accounting

Computer Processing

Operation Maintenance

4. OFFICE SUPPLIES
 Pens, Paper, Miscellaneous Office Supplies
 Printing - Duplicating
 Copying
 Postage - Bulk and Nonbulk

5. TRAVEL (Approved State Rates)

Mileage: \$.505 per mile

Lodging and Meals: Standard lodging rate for Oregon is **\$70 + room tax** and standard daily meals rate is **\$39 (\$9.75, \$9.75, \$19.50)** unless listed below. Rates are reimbursed at actual cost up to the specified amounts plus room tax.

The following rates are for high-cost Oregon locations. Where a county name is given the rate applies to the entire county, unless specified. Rates are reimbursed at actual cost up to the specified amounts plus room tax.

Key City	Per diem locality County and/or defined location	Meal Rates (breakfast, lunch, dinner)	Maximum Lodging Amount
Non-commercial lodging	(staying with friends, etc.)	Varies by Destination	\$ 25.00
Ashland/Crater Lake	Jackson/Klamath		
Oct 1 - May 31		\$44 (\$11.00, \$11.00, \$22.00)	\$ 77.00 + room tax
June 1 - Aug 31		\$44 (\$11.00, \$11.00, \$22.00)	\$ 85.00 + room tax
Sept 1 - Sept 30		\$44 (\$11.00, \$11.00, \$22.00)	\$ 77.00 + room tax
Beaverton	Washington	\$44 (\$11.00, \$11.00, \$22.00)	\$ 90.00 + room tax
Bend	Deschutes	\$44 (\$11.00, \$11.00, \$22.00)	\$ 81.00 + room tax
Clackamas	Clackamas	\$39 (\$9.75, \$9.75, \$19.50)	\$ 77.00 + room tax
Eugene/Florence	Lane	\$44 (\$11.00, \$11.00, \$22.00)	\$ 92.00 + room tax
Lincoln City/Newport	Lincoln		
Oct 1 - June 30		\$49 (\$12.25, \$12.25, \$24.50)	\$ 81.00 + room tax
July 1- Aug 31		\$49 (\$12.25, \$12.25, \$24.50)	\$ 105.00 + room tax
Sept 1- Sep 30		\$49 (\$12.25, \$12.25, \$24.50)	\$ 81.00 + room tax
Portland	Multnomah	\$49 (\$12.25, \$12.25, \$24.50)	\$ 106.00 + room tax
Seaside	Clatsop		
Oct 1 - June 30		\$54 (\$13.50, \$13.50, \$27.00)	\$ 85.00 + room tax
July 1 - Aug 31		\$54 (\$13.50, \$13.50, \$27.00)	\$ 123.00 + room tax
Sept 1 - Sept 30		\$54 (\$13.50, \$13.50, \$27.00)	\$ 85.00 + room tax

6. TRAINING MATERIALS
 Books and Pamphlets
 Notebooks
 Reference File
 Flip charts
 Visual Aids (Overhead Projectors, Slides)

7. EQUIPMENT (Limited to 25% of total grant funds requested.)
 - Discs
 - Calculator
 - Film Projector
 - Video Equipment
 - Desk
 - Chair
 - Table
 - File Drawer, Cabinet (Reference)
 - Bookcase
 - Overhead Projector

8. CONTRACTUAL SERVICES (Limited to 45% of total grant funds requested.)
 - Consultants
 - Instructors
 - Computer Programmers
 - Translator
 - Technical Experts

APPENDIX B

APPLICABLE OREGON REVISED STATUES

The Occupation Safety and Health Education and training Grant Program created during the 89 Legislative Session by HB2982, now codified as ORS 654.191 was jointly sponsored by the Oregon AFL-CIO and Associated Oregon Industries (AOI)

ORS 654.191 Occupational Safety and Health Grant Program

- (1) The Director of the Department of Consumer and Business Services, in consultation with the Safe Employment Education and Training Advisory Committee, shall establish an Occupational Safety and Health Grant program to fund the education and training of employees in safe employment practices and conduct and to promote the development of employer-sponsored health and safety programs.
- (2) The director shall adopt rules establishing:
 - (a) Grant application procedures and criteria for grant approval; and
 - (b) Procedures for revocation of grants to recipients failing to comply with grant criteria established by the director pursuant to this section.
- (3) The director, after reviewing the recommendation of the Safe Employment Education and Training Advisory Committee, shall approve or deny an application for an Occupational Safety and Health Grant. If the director approves a grant under this section, the director shall set the amount of the grant awarded to the grant recipient.
- (4) The director shall monitor grant recipients for compliance with grant criteria and procedures established by the director.
- (5) The grants awarded under this section shall be funded only from the civil penalties paid into the Consumer and Business Services Fund under ORS 654.086.

[1989 c.857 §2]

APPLICABLE OREGON ADMINISTRATIVE RULES

Occupational Safety and Health Grant Program

437-001-0800 Application Procedures.

- (1)** The Division may solicit applications for Occupational Safety and Health Grants to develop innovative, proactive occupational safety and health training, educational programs or materials.
- (2)** Any labor consortium, employer consortium, educational institution that is affiliated with a labor organization or employer group, or other nonprofit entity, may apply for an Occupational Safety and Health Grant as provided in ORS 654.189 and 654.191, and in accordance with OAR 437-001-0800 through 437-001-0810.
- (3)** An applicant for a grant shall submit the grant application during the period of time specified in the application procedure. An application shall be in writing on the application forms and procedures provided by the Division and shall contain at a minimum:
 - (a)** The name, address and telephone number of each applicant;
 - (b)** The name, address and telephone number of the project director;
 - (c)** The amount of the request;
 - (d)** An impact statement including the type and number of employees or employers targeted; the problem to be addressed, and the impact the project will have on occupational safety and health in Oregon;
 - (e)** A description of the manner in which the grant will be used, including:
 - (A)** Anticipated financial expenditures;
 - (B)** A developmental plan that states goals and how they will be accomplished;
 - (C)** Proposed completion date;
 - (D)** Proposed in-kind services;
 - (E)** Targeted audience; and
 - (F)** Intended measurement of results; and,
 - (f)** Any other information included in the application forms and procedures.

Stat. Auth.: ORS 654.025(2) and 656.726(3).
Stats. Implemented: ORS 654.001 through 654.295.

Hist: OR-OSHA Admin. Order 3-1989, f. 12/1/89, ef. 12/1/89.

437-001-0805 Application Review.

- (1)** The Division shall review all applications and request any additional information needed to assure applications are relevant and complete.
- (2)** After an application is determined to be complete and in compliance with the intended goals of the program by the Division, it shall be forwarded to the Safe Employment Education and Training Advisory Committee (SEETAC) for review and possible recommendation for grant approval.
- (3)** In reviewing grant applications for possible recommendations for approval to the Director, the committee shall consider at least the following elements:
 - (a)** The amount of available funds in the Occupational Safety and Health Grant account;
 - (b)** The impact statement details;
 - (c)** The innovativeness of the grant request;
 - (d)** The feasibility of the developmental plan;
 - (e)** The amount of in-kind services;
 - (f)** The stability of other funding sources; and
 - (g)** The administrative costs and/or responsibilities imposed on the Division in connection with the grant project.

Stat. Auth.: ORS 654.025(2) and 656.726(3).

Stats. Implemented: ORS 654.001 through 654.295.

Hist: OR-OSHA Admin. Order 3-1989, f. 12/1/89, ef. 12/1/89.

437-001-0810 Grant Awards.

- (1)** The Division shall notify applicants, in writing, of the approval or disapproval of the grant request.
- (2)** The applicant shall execute documents required by the Division for evidence of the type and amount of grant given, performance criteria and reporting requirements, and any other terms and conditions agreed to in connection with the awarding of a grant.
- (3)** Grant recipients shall make available to the Division all records and materials necessary to monitor the grant award.
- (4)** If the terms and conditions under which the grant was approved are not met, the Division may, upon written notice, take one or more of the following actions:
 - (a)** Immediately revoke approval of the use of Occupational Safety and Health Grant funds; or
 - (b)** Require repayment of all or a portion of any funds advanced; or
 - (c)** Any other appropriate legal action necessary.

Stat. Auth.: ORS 654.025(2) and 656.726(3).

Stats. Implemented: ORS 654.001 through 654.295.

Hist: OR-OSHA Admin. Order 3-1989, f. 12/1/89, ef. 12/1/89.

APPENDIX C

OR-OSHA TRAINING AND EDUCATION GRANT PROGRAM INFORMATION RESOURCES

Information Management Division (IMD), DCBS

(503) 378-8254

or visit the IMD web site:

<http://www.cbs.state.or.us/external/imd/>

for additional claims data and statistical reports.

IMD can serve an invaluable service to grant applicants. Some of the information useful to support a specific occupational issue or problem can include the following:

Number of claims

Average costs per claim closed

Most frequent nature of injury or illness

Incidence rate per 100 full-time workers

Body part more frequently injured

IMD uses information from a variety of sources and can be summarized selected industries, as defined by Standard Industrial Classification (SIC) group(s).

OR-OSHA Resource Center

Contact person:

Jane Kirby

(503) 947-7456

Oregon OSHA has the following resources available to help you:

ANSI and other consensus standards.

Access to the Oregon State Library.

More than 200 different databases through Dialog.

A large selection of books, periodicals, and topic files on occupational safety and health.

An audiovisual library with more than 300 videos covering agriculture, vehicle safety, respiratory health, toxic materials, hazard communication, ergonomics, hearing conservation, logging, asbestos, general safety, industrial hygiene, accident investigation, confined work spaces, bloodborne pathogens, safety committees, process safety management, and construction.

Access to federal OSHA's computer in Salt Lake City, including the NIOSH library of journal articles.

RTECS data base (Registry of Toxic Effects of Chemical Substances).

APPENDIX D

Agricultural Safety Training Manual

(Print, Uncopyrighted) (G) No Video

This comprehensive manual is divided into six sections, for training flexibility. When completed properly, these modules will document the training requirements for you and your key employees in order to satisfy house bill 3019. Modules are: Written Programs, Recognizing Hazards, PPE, Equipment Guarding, Emergency Action Plan and Housekeeping. #477

Pictogram Safety Program

(G) No video

Sponsor: Portland Habilitation Center

This program serves a wide range of workers with different disabilities and language barriers. Addresses OSHA and AFA mandates. Includes workbook with sample pictograms, six DOS and six MAC diskettes. Six languages represented. Revised 1997 #463

Worker Exposed - Bloodborne Pathogens Training for School & Service Workers

(G) (V) (E) (S) 10 min

Sponsor: Service Employees International Union (SEIU)

Focuses exclusively on non-medical settings where school workers, building maintenance and janitorial personnel and hotel housekeepers may come into contact with bloodborne infectious disease transmitting situations and/or implements. Includes manual and brochures. English #420, Spanish #422

Targeting Violence In The Workplace

(G) (V) 20 min.

Sponsor: Service Employees International Union (SEIU)

Using dramatic portrayals of violent encounters in the workplace, this program challenges viewers to identify factors leading up to a violent incident and ways to avoid or defuse such an incident. Especially appropriate for those who deal with the public in high-stress situations. #469

Smartlift

(G) (V) 8 min.

Sponsor: Associated Oregon Industries

A comprehensive video designed to reduce the number, incidence and severity of lifting and twisting injuries in the retail industry through an updated, accurate program educating employees of proper and safe techniques for lifting and moving heavy objects. Includes trainer's manual. #428

Load & Lift: A Guide To Agricultural Lift Truck Safety

(G) (V) (E) (S) 20 min.

Sponsor: Oregon Association of Nurserymen

Explains how to inspect a forklift prior to operation, then demonstrates load safety and other safe operation practices. For both standard and rough-terrain forklifts. Includes a training manual in English, a training module, reminder sheets and safety stickers in both English and Spanish. English #467, Spanish #468

Watch That Dog!

(G) (V & CD-ROM Interactive) 10 min.

Sponsor: Northwest Electric Light & Power Association, PGE, Pacificorp, and Idaho Power
Dog bites injure 1 - 3.5 million people in America each year. "Watch That Dog" explains basic protection and provides insight into the mannerisms of various types of dogs. Tells how to protect yourself from possible attack and injury. Comes in both VHS video and interactive CD-ROM formats. **#458**

Prevention Is Proactive

(G) (V) 2 tapes, 48 min. total

Sponsor: Oregon Rehabilitation Association

Concentrates on direct care employee injuries; training to avoid and diffuse explosive behaviors. Designed to reduce the incidence of on-the-job injuries sustained by rehabilitation staff who work with people with physical, mental, or emotional impairments. Includes workbooks. **#408**

Orchard Tractor Safety

(G) (V) (E) (S) 60 min.

Sponsor: Hood River Grower/Shipper Association

Provides in-depth training on the safe use and maintenance of orchard tractors. Covers OR-OSHA tractor safety rules and safety/accident statistics; proper maintenance for safe operation; protective device precautions; guards; universal symbols; safe operation procedures; tractor hitches; PTOs and hydraulics precautions; safety on the road; why accidents occur; and tractor and implement safety standards. Includes instructor's manual. English **#440**, Spanish **#442**

Health & Safety Training For The Painting Environment

(G) (V) 20 min.

Sponsor: Painters District Council No. 55

Addresses occupational health and safety hazards of painting in the construction industry, focusing on hazards and symptoms of overexposure, the use of personal protective equipment (PPE), the hierarchy of hazard control and the proper selection, fit and maintenance of respirators. Includes manual. **#410**

Workers Exposed - Bloodborne Pathogens Training For School & Service Workers

(G) (V) (E) (S) 10 min.

Sponsor: Service Employees International Union (SEIU)

Focuses exclusively on non-medical settings where school workers, building maintenance and janitorial personnel, and hotel housekeepers may come into contact with bloodborne infectious disease transmitting situations and/or implements. Includes manual and brochures. English **#420**, Spanish **#422**

Safety First - Pictograms For The Food Processing Plant

(G) (V) (E) (S) 5 min.

Sponsor: Northwest Food Processors Association

A pictogram and video project developed to reduce the number of food processing plant accidents that occur due to non-English speaking employees' inability to read and understand hazard warning signs and literature. Video and examples of pictograms, ordering information. English **#414**, Spanish **#416**