

OCCUPATIONAL SAFETY AND HEALTH

Terms and Conditions Applicable to Training and Education Programs

Notwithstanding any term or condition to the contrary contained in **Attachment A-1**, the following terms and conditions shall apply to any contract with the New York State Department of Labor for training and education programs on occupational safety and health:

1. The intent of the grantee to utilize any subcontractor(s) must be disclosed to the grantor at the time of application. Further, the identity of any subcontractor(s) or consultant(s) so utilized must be provided to the grantor, together with all such further information required under Section G of ATTACHMENT A-1, prior to any disbursements are made under the grant to such subcontractor(s) or consultant(s).

The Hazard Abatement Board may authorize a grantee or subcontractor to accept services from another grantee or subcontractor if:

- It is fully disclosed in the RFP application as to what service(s) will be provided and by whom it will be provided;
- It is adequately documented that the use of this service will provide superior training services than could be provided by the applicant's staff;
- The individual who will provide the service and the organization that they represent must ensure that reimbursement is only received from the State under one grant. If the grantee by whom the person is employed chooses to provide the service without charge to the other entity, reasonable and documented charges may be reimbursed under their grant. If the organization receiving the services pays for the services, only they may be reimbursed for the reasonable and documented cost under their grant;
- In any case of grantee accepting services from another grantee, both grantees must notify their respective NYSDOL Grant Manager in advance of the activities that will take place;
- Where a training session is conducted under these situations, only one grantee may count the participants as trained under their grant;
- This exemption may only be granted at the time of review of the original application. The Board will not consider requests during the program year and only the Board may grant this exemption.

Nothing herein shall prevent a grantee from utilizing the services provided by the OSHA certified training center for the New York Region solely to obtain OSHA certification for its agents, so that they may provide training under the grant. This exemption shall only apply where an OSHA certified course of instruction is required for the grantee's agent to conduct the required training as an essential element of the program being funded by the grant.

2. Pursuant to the direction of the grantor, the grantee shall maintain sign-in sheets to record attendance at any meeting relating to the grant, including training and education sessions, and submit same to the grantor.
3. The grantor shall be permitted unrestricted entry to training and education sessions conducted by the grantee and/or any subcontractor(s) of the grantee for the purpose of monitoring same, to determine satisfactory compliance with the purposes and objectives of the grant and said entry may be without prior notification to the grantee and/or subcontractor.
4. No administrative costs incurred by the grantee in the preparation of the grant application shall be subject to reimbursement by the grantor, and no funds disbursed under the grant shall be utilized to defray such costs. Only the actual costs incurred by the grantee which are directly attributable to performance of the terms of the grant shall be eligible for reimbursement.
5. In all periodic (now quarterly) program reports to the grantor, the grantee shall detail the actual services delivered in comparison with the services contractually required under the grant.
6. Grantee acknowledges that a written assessment/evaluation of the grant program will be made by grantor at the end of the contract period and will be used in determining the rating of grantee as an application in the succeeding year.

7. Program Reporting Responsibilities

Contractor will provide a monthly progress report and a quarterly report furnishing information on activities completed, numbers of persons trained, and technical assistance responses provided.

8. Additional Responsibilities

The contractor shall provide timely notice of training and other program events to the Department of Labor for monitoring purposes.

As program materials are developed, one copy of each shall be forwarded to the Department of Labor. By the end of the contract period, the contractor will have supplied the Department of Labor, at no cost, with one copy of all training materials produced. All such materials shall bear the legend, "Produced through a grant from the New York State Department of Labor Occupational Safety and Health Training and Education Program." This does not mean that the material is endorsed by the Department.

9. Copyrights

Grantor shall have the right to copy any training material developed under this grant, and is hereby granted a perpetual, non-transferable, royalty free license.

Grantee may charge no more than a nominal fee to users for the use of materials developed with grant funds, such fee to cover only the cost of reproduction and distribution of such materials.