INTERAGENCY AGREEMENT BETWEEN THE MARTIN ARMY COMMUNITY HOSPITAL FORT BENNING, GEORGIA AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION

I. Introduction

The Martin Army Community Hospital, Fort Benning, Georgia, (hereinafter called MACH), agrees to furnish the U.S. Consumer Product Safety Commission (hereinafter called CPSC) the services described herein and in accordance with the terms and conditions set forth under III, Statement of Work, below.

II. Purpose

The purpose of this Interagency Agreement is to continue the services that MACH provided under Interagency Agreement CPSC-IAG-98-8059 with the CPSC for continued participation in the National Electronic Injury Surveillance System (NEISS) with CPSC during the period set forth in VI, below.

III. Statement of Work

The MACH shall furnish services and facilities to conduct the work as set forth below.

Hospital's Scope of Work

Independently, and not as an agent of the Consumer Product Safety Commission (CPSC), the MACH shall provide the personnel and facilities necessary to perform the following tasks, except as provided in Paragraph D, "Government Furnished Materials/Equipment":

A. NEISS Surveillance Reports

1. The hospital shall establish a control system within the hospital to record on its emergency room patient records the patient's age, sex, diagnosis, body part affected, disposition, product(s) involved (if any), location of accident or incident (if any), and such other information as may be specified in the NEISS Coding Manual (copy provided for information purposes) and in special survey instructions. A brief description of each accident or incident shall also be recorded; e.g., "fell off bicycle." Product brand names shall also be recorded whenever obtainable. The hospital shall solicit this information during the patient interview or treatment.

2. The hospital shall:

   (a) Permit a representative of CPSC (Mike Langford, Cataula, Georgia), in whose selection the hospital concurs, to review the hospital emergency case records on a daily basis.

   (b) Allow the CPSC representative to code all in-scope records on a daily basis in accordance with the NEISS Coding Manual provided by the Government, and any special survey or other instructions. Coding and record reviewing hours shall be scheduled at a time convenient with the hospital's emergency room schedule.

3. When the CPSC representative is notified by CPSC, by telephone or microcomputer, that a specific transmitted case is one of the occasional cases selected for a follow-up inquiry, the hospital shall supply the name, address and telephone number of the patient to the CPSC representative (Mike Langford, Cataula, GA). Follow-up inquiries will be performed by telephone or in person by representatives of CPSC or other Federal agencies. Such inquiries will only be performed on a small fraction of the hospital's reported injury cases. Patient identification information will only be supplied to trained interviewers to permit them to gather additional etiologic or epidemiologic data about selected cases from the patient, relatives, or other individuals who might be aware of the detailed circumstances surrounding an injury. Confidentiality of the information reported, as to identity of the victim, will be observed. Patient identification information will be removed from all reports and documents maintained by CPSC. CPSC will not supply patient identification information to other agencies unless they provide assurances that they will not release this information without patient consent.

4. CPSC will provide NEISS orientation and training to all involved hospital/CPSC personnel. The hospital and the CPSC representative shall make available its personnel for training at the initiation of the original contract and as personnel are replaced. This training will be accomplished at the hospital site at a time convenient to both the hospital's staff, CPSC representative, and CPSC trainer.

5. The hospital shall provide a desk and/or table and chair at which the CPSC representative can perform the review and coding of cases.

6. The hospital shall provide a parking space for the CPSC representative's automobile.

7. The hospital shall allow the CPSC representative to use a telephone while on the hospital premises. Any costs incurred by the CPSC representative for long distance calls will be paid by the Government's contract representative, Mike Langford, Cataula, Georgia.

8. The hospital shall permit the CPSC representative to perform the functions described above.

B. Supplemental Surveillance Reports

The Commission may enter into formalized agreements with other Federal agencies to collect and assemble information through the NEISS (National Electronic Injury Surveillance System), or to carry out special inquiries on injuries that would be of particular interest to the other agency. In these instances only, the definition of in-scope cases will be broadened and the CPSC representative shall code and transmit additional cases in accordance with additional coding instructions to be issued by the CPSC Project Officer. The hospital shall provide access to the information required.

C. Duties of the CPSC Representative

For the hospital's information, the duties of the CPSC representative are as follows:

1. The CPSC representative, with the hospital's assistance, shall help establish a control system within the hospital to ensure that physical injuries treated, or otherwise processed in the hospital, will be reported in the detail specified herein.

2. The CPSC representative shall furnish reports in accordance with specific instructions contained in the NEISS Coding Manual and other instructions. The emergency room records are to be made available daily to the CPSC representative as soon as conveniently possible.

3. The CPSC representative shall make an individual report of each injury by using a microcomputer installed by the Commission. All costs of the equipment will be borne by the Commission. The data are recorded according to specific instructions provided in the coding instructions.

4. The CPSC representative shall maintain an accounting of transmitted data and provide the hospital administration with regular reports of data submitted.

5. The CPSC representative shall conduct liaison with hospital staff to promote accurate and complete recording of product-related injury information.

6. Special Surveys

CPSC may, from time to time, request the CPSC representative to temporarily provide additional information beyond that specified in the NEISS Coding Manual, (e.g., type of fireworks involved) in support of a special survey. Not more than six (6) special surveys will be conducted by CPSC during a one-year period and each survey will normally run for a one-month period. Cases identified as part of special surveys will not constitute more than 5 percent of the total product-related cases to be reported by the CPSC representative during the contract period. Instructions pertaining to each special survey will be provided to the hospital and CPSC representative approximately two (2) weeks in advance of each survey. Patient identification will not be required except for occasional cases selected for a follow-up inquiry as described in Section III, Statement of Work, Paragraph A.3., above.

7. Supplemental Surveillance Reports

a. The CPSC representative shall provide information on supplemental data as specified under Section III, Statement of Work, Paragraph B.

b. The CPSC representative shall complete the data coding and transmission to CPSC in accordance with the instructions listed under Section III, Statement of Work.

8. The CPSC representative shall regularly provide for periodic meetings, at least monthly, with hospital emergency room and other staff involved with the injury surveillance activity for the contract in order to promote effective injury reporting and awareness of product safety issues. Such meetings should be planned and implemented in coordination with the hospital administration.

D. Government Furnished Materials/Equipment

1. The Government will furnish to the hospital for use in connection with this contract the materials set forth below:

NEISS Coding Manual (January, 1997)
NEISS Coding Sheets (Revised January, 1992)
Special Survey Instructions, as necessary
Additional Supplemental Surveillance
Instructions, as necessary
Any revisions to the above materials

2. All materials provided hereunder are for exclusive use in performance of this Interagency Agreement. Any such material not expended in performance of this Agreement shall be returned to CPSC upon completion of the Agreement.

IV. Project Officers:

FOR MACH:

Stephen C. Wallace, Maj.
Chief, Resource Management Div.
Martin Army Community Hospital
Fort Benning, Georgia 31905
Telephone (706) 544-3493

FOR CPSC:

Mr. Don Kendall
CPSC, Division of Hazard &
Injury Data Systems
4330 East West Highway, Rm 604
Bethesda, Maryland 20814
Telephone (301) 504-0539

V. Reimbursement

The MACH shall provide the services and facilities required to provide access to daily emergency room medical records at no cost to CPSC, as set forth below:

FY-2000
OCTOBER 1, 1999 THROUGH SEPTEMBER 30, 2000

Item	Supplies/Services	Quantity Estimated	Total Price
1.	Access only to NEISS Surveillance Reports.	6,555 (Reports)	No Cost

VI. Period of Agreement

The period of this Agreement is October 1, 1999 through September 30, 2000; the option period from October 1, 2000 through September 30, 2001. Modification of this Agreement shall be by mutual consent of the parties; however, if either party desires to terminate this Agreement, a written notice to the other party shall be forwarded and received thirty (30) days in advance of the desired termination date.

VII. Other Stipulations

The processing of data is performed in the Division of Hazard and Injury Data Systems, Directorate for Epidemiology, U.S. Consumer Product Safety Commission, headquartered in Bethesda, Maryland. Tabulations of pertinent data are prepared periodically and, if requested, will be made available to the MACH.

VIII. Option to Extend the Term of the Interagency Agreement

1. At the option of the Government, this Interagency Agreement is renewable for the period October 1, 2000 through September 30, 2001, by the Contracting Officer giving written notice of renewal to the MACH prior to the expiration date of the previous Interagency Agreement period; provided that, the Contracting Oficer shall give preliminary notice of the Government's intention to renew at least sixty (60) days before the contract is to expire. (Such preliminary notice shall not be deemed to commit the Government to renewals.)

2. The MACH shall provide the services and facilities required to provide access to daily emergency room medical records at no cost to CPSC, as set forth below:

FY-2001 (Option)
OCTOBER 1, 2000 THROUGH SEPTEMBER 30, 2001

Item	Supplies/Services	Quantity Estimated	Total Price
1.	Access only to NEISS Surveillance Reports.	6,555 (Reports)	No Cost

IX. Disclosure of Information

1. The Contractor shall submit to the Commission any report, manuscript or other document containing the results of work performed under this Agreement, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission contractors of information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the Contractor's information and comply with the applicable restrictions. CPSC should be advised of the Contractor's desire to submit or publish an abstract or a report as soon as practical.

2. Any publication of or publicity pertaining to, the Contractor's document shall include the following:

"This project has been partially funded with Federal funds from the United States Consumer Product Safety Commission under this Interagency Agreement. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission."

X. Privacy Act

This Interagency Agreement does not require the Contractor to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the Contractor is not required to, and agrees not to, maintain a system of records for or on behalf of the U.S. Consumer Product Safety Commission, in which any records or any personal data are indexed by, or retrieved by, a person's name, social security number, or any other unique identification.

XI. Authority

This Agreement is entered into pursuant to the authority of Section 27(g) of the Consumer Product Safety Act, P.L. 92-573 (CPSA), 15 USC 2054(c).

APPROVED AND ACCEPTED FOR THE
MARTIN ARMY COMMUNITY HOSPITAL
FORT BENNING, GEORGIA

BY _____
James L. Beson, COL,MC

TITLE Commander

DATE 02/14/00

APPROVED AND ACCEPTED FOR
THE U.S. CONSUMER PRODUCT
SAFETY COMMISSION

BY _____
Robert J. Frost

TITLE Contracting Officer

DATE 2/18/00