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**COOPERATIVE AGREEMENT**

**Between**

**The Texas Department of Health  
Statistical Services Division**

**And**

**The U. S. Consumer Product Safety Commission**

RECEIVED  
U.S. CONSUMER PRODUCT  
21  
15

**I BACKGROUND INFORMATION:**

The mission of the U.S. Consumer Product Safety Commission (CPSC) is to provide an effective program to assure the safety of consumer products. The reporting of fatalities caused by or relating to consumer products to the Commission enables the Commission to assess the causes and magnitude of the injury problem for which it is responsible under the Consumer Product Safety Act, Public Law 92-573.

As part of its program, CPSC collects death certificates of deaths caused by or relating to consumer products from 52 state health jurisdictions in the United States. The continued receipt of death certificates will provide needed information for the ongoing study of the causes of death from consumer products and ways to prevent such deaths in the future. The collection of such data is essential to giving proper perspective to hazard analysis related to particular products and in giving trend data on product-related deaths.

As soon as CPSC's Division of Hazard and Injury Data Systems receives the death certificates, they are screened for an identifiable product. Those with an identifiable consumer product are purged of victim identification information and sent to the CPSC National Injury Information Clearinghouse for use and storage. (Those certificates that do not mention an identifiable product are destroyed by CPSC.) Follow-up investigation of selected cases by CPSC may be conducted, but only in accordance with state health department criteria. Confidentiality of the identity of the accident victim is strictly observed at all times by CPSC and its representatives.

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## II OBJECTIVE

The objective of the Death Certificate Project is to provide the Commission with timely death certificates of deaths cause by or relating to consumer products under the jurisdiction of CPSC.

## III. STATEMENT OF WORK

Independently, and not as an agent of the Government, the Texas Department of Health, herein referred to as PERFORMING AGENCY, shall furnish all necessary personnel, materials, services, and facilities to conduct the work set forth below:

1. The PERFORMING AGENCY shall collect and furnish copies of an estimated 800 death certificates as specified herein. These death certificates are classified under specific external cause of death codes (ICD-10 Codes), as set forth in Attachment I, for deaths occurring in the PERFORMING AGENCY'S jurisdiction between October 1, 2000 through October 30, 2001. Starting on January 1, 1999, the revised external cause of morbidity codes (ICD-10) became effective. The ICD-10 codes to be copied and supplied by the PERFORMING AGENCY are set forth in Attachment I. Copies of death certificates do NOT have to be certified. These codes have been selected because of the likelihood that consumer products of interest to the Commission, herein referred to as the RECEIVING AGENCY, may be involved.
2. The PERFORMING AGENCY shall provide the RECEIVING AGENCY with a copy of a computer printout, or other listing, identifying death certificates that meet the selection criteria contained in this Agreement with each group/batch (BT) of certificates submitted. The listing shall include, as a minimum, the ICD-10 Codes and death certificate number, and must cover the time period of the batch submitted.
3. Copies of death certificates, other than those specified in Attachment I, are NOT required. PAYMENT WILL ONLY BE MADE FOR THOSE CERTIFICATES WHOSE ICD-10 CODES ARE LISTED IN ATTACHMENT I
4. The RECEIVING AGENCY will protect the confidentiality of the certificates and the information contained therein by purging the identity of victims prior to any use of the data by RECEIVING AGENCY's

personnel. Data files shall NOT be used for any purpose other than that specifically set forth above and shall be deleted after serving the purpose set forth above..

5. The RECEIVING AGENCY will acknowledge that data files may not be matched in the process instituted by RECEIVING AGENCY due to
  - a. Occasional errors on the face of the death certificate; and
  - b. Normal key-entry errors (see ACCEPTANCE PERIOD).
6. Additional Fall-Related Injuries

**Background**

Each year, about 13,000 people in the United States die from fall-related injuries. Some of these deaths may involve products under CPSC jurisdiction. Currently, CPSC collects data on all fall-related deaths primarily from two states, Florida and Pennsylvania. (Data related to deaths involving falls into swimming pools and from playground equipment are collected from all states.)

This project involves the purchase and analysis of a broad range of fall-related death certificates from throughout the United States to screen for consumer product involvement. Special focus will be on falls involving children under 15 years of age and the elderly, persons 65 years and older. The involvement of head injuries for these vulnerable populations will also be addressed.

(a) The PERFORMING AGENCY shall report the following E-codes for calendar year 1998 ONLY.

ICD-9 Ecode	Age
880 0	All Ages
880 9	Under 15 years and 65 years and older
881 0	65 years and older
882	Under 15 years and 65 years and older
884 2	Under 15 years and 65 years and older
885	Under 15 years and 65 years and older
886 0	All Ages
886 9	All Ages

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(b) The PERFORMING AGENCY shall provide a copy of a computer printout identifying death certificates that meet the selection criteria contained in this contract. This listing shall include, as a minimum, the E-Code and death certificate number.

(c) Period of Performance

Performance of work for the collection of additional death certificates shall begin on November 1, 2000, and shall not extend beyond April 1, 2001.

#### IV. AGREEMENT PERIOD

This Agreement is effective upon signature of both parties and commences October 1, 2000, and shall continue 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 (60) days in advance of the desired termination date.

#### V. PRIVACY ACT

This Agreement does not require PERFORMING AGENCY to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the PERFORMING AGENCY is not required to, and agrees not to, maintain any system of records for or on behalf of the RECEIVING AGENCY, 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.

#### VI. PRICE

The cost of each death certificate must be the price as stated in Item No. 1 of this Agreement, agreed upon for the period October 1, 2000 through September 30, 2001 (Fiscal Year 2001). THE PERFORMING AGENCY WILL BE REIMBURSED AT THE FISCAL YEAR 2001 UNIT PRICE FOR ALL DEATH CERTIFICATES OF DEATHS OCCURRING BETWEEN OCTOBER 1, 2000 AND SEPTEMBER 30, 2001, REGARDLESS OF ACTUAL SUBMISSION DATE OF DEATH CERTIFICATE(S) TO RECEIVING AGENCY. The PERFORMING AGENCY will be reimbursed for computer printout batches at the price stated in Items No. 2 and 4 of this Agreement.

**VII. PROJECT OFFICER**

**FOR CPSC:**

Suzanne Newman  
(301) 504-0539, ext 1251

**FOR TEXAS DEPARTMENT OF HEALTH:**

Debra F. Owens  
(512) 458-7366

**VIII. COMPENSATION**

RECEIVING AGENCY will reimburse PERFORMING AGENCY the estimated total amount of \$8,460.00 for services rendered pursuant to this Agreement. This amount is for the following:

<u>Item</u>	<u>Supplies/Services</u>	<u>Quantity</u> (Estimated)	<u>Unit Price</u>	<u>Amount</u>
1.	Collection and duplication of Death Certificates	800 ea.	\$9.00	\$7,200.00
2.	Computer Printout(s)	1 BT	-0-	-0-
3.	Collection and duplication of additional fall-related Death Certificates for calendar year 1998	140 ea.	9.00	1,260.00
4.	Computer Printout(s) for fall-related death certificates	1 BT	-0-	-0-

**IX. ACCOUNTING AND APPROPRIATION DATA**

01 EXOB-PS 4310.00 0111282 25.2105

**X. BILLING INSTRUCTIONS**

1. The PERFORMING AGENCY shall submit vouchers and/or invoices on Standard Form 1034 and Continuation Form 1035 (or any acceptable form of the PERFORMING AGENCY'S choosing). As a minimum, each invoice shall include:
  - a. The name of the organization.
  - b. The voucher/invoice number and date.
  - c. The cooperative agreement number.
  - d. CPSC accounting and appropriation data.

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- e. Description, price, and quantity of goods or services actually delivered.
  - f. Name, title, phone number, and complete mailing address of the responsible official to whom payment is to be sent.
2. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.
  3. Vouchers/invoices shall be sent to:

Ms. Cecelia R. Smith, Agency Payment Officer  
Accounting Operations  
Consumer Product Safety Commission  
Bethesda, Maryland 20814  
(Phone: (301) 504-0018)
  4. Inquiries regarding payment should be directed to the above-named payment officer. Complaints related to the late payment of an invoice should be directed to:

Ms Deborah P. Hodge, Prompt Payment Contact  
Division of Financial Management  
Bethesda, Maryland 20814  
(Phone: (301) 504-0018)
  5. SF 1034 and 1035 forms will be furnished by CPSC, Contracts Branch, upon request of the PERFORMING AGENCY
  6. PERFORMING AGENCY invoices will contain payee and remittance information as required.

#### XI. PROMPT PAYMENT

1. In accordance with the Prompt Payment Act (P.L. 97-177), payments under this Agreement will be due on the 30th calendar day after the later of:

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- a. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
  - b. The seventh (7th) day after the computer printouts are actually delivered and accepted by the Government.
2. The date of the check issued in payment shall be considered to be the date payment is made.

## XII. CLAUSES INCORPORATED BY REFERENCE

This Agreement incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR CHAPTER 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available

Clause	Title	Date
52 222-26	Equal Opportunity	Feb 1999
52 222-36	Affirmative Action for Workers with Disabilities	June, 1998
52.232-34	Method of Payment by Electronic Funds Transfer other than Central Contractor's Registration	May, 1999
52.233-01	Disputes	Dec 1998
52 243-01	Changes - Fixed Price	Aug 1987
52.249-01	Termination for Convenience of the Government (Fixed Price) (Short Form)	April, 1984
42.249-08	Default (Fixed-Price Supply and Service)	April, 1984

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### XIII. ACCEPTANCE PERIOD

All materials submitted for approval will be reviewed and either accepted or rejected by the CPSC Project Officer in the Division of Hazard and Injury Data Systems, Room 604, 4330 East West Highway, Bethesda, Maryland 20814-4408, within five (5) working days after date of receipt. Acceptance or rejection of materials submitted will be based on the List of Death Certificate ICD-10 Codes that will be collected in Fiscal Year 2001, see Attachment I. All certificates considered to be out-of-scope, i.e., those not falling within the ICD-10 Codes listed in Attachment I, will be returned to the PERFORMING AGENCY and will not be reimbursed.

### XIV. DELIVERY

Death Certificates shall be delivered (mailed/faxed) either monthly, quarterly, semi-annually, or annually to the following address:

Death Certificate Project  
Division of Hazard and Injury Data Systems  
U.S. Consumer Product Safety Commission  
Washington, D.C. 20207  
Attention: CPSC Project Officer  
FAX #: (800) 809-0924

### XV. PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 1995)

- a. PERFORMING AGENCY is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.
- b. The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, and carbonless paper. A higher standard of 50% recovered material, with 20% postconsumer material, applies to other uncoated printing and writing papers such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard for either of the standards specified in this clause is 50% recovered material content of certain industrial by-products.

### XVI. DISAGREEMENTS

In the event that CPSC and the Texas Department of Health have a disagreement arising under this Agreement, the parties shall cooperatively seek to resolve the disagreement by themselves. If the disagreement cannot be resolved between

them, the parties agree to seek the assistance of a third party in resolving the disagreement.

**XVII. SEVERABILITY**

Nothing in this Agreement shall prevent either agency from carrying out their statutory duties. If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deleted, but all other provisions will continue.

**XVIII. AUTHORITY**

This Agreement is entered into pursuant to the authority of Sections 5(c) and 27(g) of the Consumer Product Safety Act, 15 U.S.C. 2054(c) and 2076(g), and Chapter 2260 of the Texas Government Code.

**XIX. APPROVAL**

The signatures below signify approval of these arrangements. Executed in duplicate originals on the dates indicated below.

**RECEIVING AGENCY**

**PERFORMING AGENCY**

Consumer Product Safety  
Commission

Texas Department of Health

By: *Doris B. Kessler*  
Doris B. Kessler  
Title: Contracting Officer

By: *Richard Bays*  
Richard Bays  
Title: Associate Commissioner  
Health Care Quality &  
Standards

Date: 3/20/01

Date: 3/12/01

## ATTACHMENT I

LIST OF DEATH CERTIFICATES THAT WILL BE COLLECTED IN FY01

ICD-10 Code	Description per ICD-10 Text
V86	Occupant of special all-terrain or other motor vehicle designed primarily for off-road use
V10-V19	Transport accidents involving a pedalcycle or pedalcyclist
(X40-X45, Y40-Y47, Y49-Y57) for ages <5	Accidental poisonings by/ exposure to various drugs
X46, X49	Accidental poisonings by and exposure to noxious substances and their vapors (solvents, paints, chemicals, etc.)
X47	Accidental poisonings by and exposure to other gases and vapors
W16	Jumping/diving into water - not drowning/submersion
W09	Fall involving playground equipment
X05-X06	Ignition of nightwear and other clothing & apparel
(W65-W68, W73-W74, only loc = .0-.3) V90.7, V90 8	Accidental drowning and submersion
W80 for ages <5	Inhalation/ingestion of other objects causing obstruction of respiratory tract
W75, W76, W81, W83	Accidental suffocation, hanging, strangulation
W44	Foreign body entering into or through eye or natural orifice
W21, W50 & W51 (activity = 0 only)	Striking against/by sports equip , BB gun, other person (in sports)
W23	Caught, crushed, jammed or pinched in or between objects
W25-W29, W31 (loc = .0-.2)	Contact with other and unspecified machinery, mowers, knives, etc
W35-W36, W40.0	Explosion and rupture of boiler, gas cylinder
W39	Discharge of firework
X11-X19	Contact with heat and hot substances
W85-W87	Exposure to other specified or unspecified electric current
Y85 8, Y86, Y88.0 only for age <5	Sequelae (late effects) of external causes: ATV, other accidents, drugs

Y10-Y15 for ages <5; Y16, Y19	Poisoning/exposure of undetermined intent: to drugs (<5), solvents, corrosives
Y17	Poisoning/exposure of undetermined intent to gases and vapors
Y20	Hanging, strangulation and suffocation, undetermined intent
Y21	Drowning and submersion, undetermined intent
Y26-Y27	Exposures to smoke, fire, steam, of undetermined intent