

1/6/82 OS

**INTERAGENCY AGREEMENT CPSC-IAG-03-8010  
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-02-8075 with the CPSC for continued participation in the National Electronic Injury Surveillance System (NEISS) with CPSC during the period set forth in VIII, below.

**III. Statement of Work**

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

**A. Hospital's Scope of Work**

Independently, and not as an agent of the U.S. Consumer Product Safety Commission (CPSC), the MACH shall provide the personnel and facilities, except as provided in Paragraph V., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT, necessary to electronically transmit, on a daily basis, data on specified cases treated in the MACH's emergency room.

**1. NEISS SURVEILLANCE REPORTS (Item No. 1)**

- a. The MACH shall establish a control system within the hospital to ensure that all consumer product-related physical injuries, injuries resulting in death, and dead-on-arrival cases, treated or otherwise processed by the MACH as emergency cases, will be reported to CPSC in the detail specified herein.
- b. The MACH shall review the hospital emergency case records on a daily basis and code all "in-scope" cases as defined by the NEISS Coding Manual provided by the Government, and other categories of cases that CPSC may add on behalf of other Federal agencies. See also Paragraph III, A.2.

- c. The MACH shall enter the coded information from the "in-scope" emergency department(s) cases to CPSC daily, into a microcomputer. Cases treated on weekends and Federal holidays shall be transmitted on the next regular working day. Transmission shall be via a microcomputer supplied by CPSC and in accordance with the procedures specified by the CPSC. CPSC will provide training and guidance on how to enter the data.
- d. When the MACH 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 MACH shall supply the name, address and telephone number of the patient to the CPSC representative. No additional payment will be made to the MACH for supplying this information. 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 MACH's reported injury cases, i.e., approximately 1%. Patient identification information provided to CPSC 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. CPSC will keep the information as to identity of the victim confidential and remove patient identification information 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 prior patient consent. (See HIPAA letter, Attachment 2.)

e. SPECIAL SURVEY REPORTS

CPSC may, from time to time, request the MACH 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 MACH during the performance period. Instructions pertaining to each special survey will be sent to the MACH 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 III, A.1.d. CPSC will reimburse the MACH for these special survey reports at the same price as regular Surveillance Reports.

f. ALL TRAUMA REPORTING

1. In order to provide information on ALL trauma injury cases seen/treated in the emergency department, the definition of in-scope cases is hereby broadened (see III, A.2.), Supplemental Study Reports).

2. The MACH shall report ALL trauma injury cases seen/treated in the emergency department, as described in the attached sheet entitled "Expanding National Electronic Injury Surveillance System (NEISS) Reporting Rule" (attachment I).
3. Performance of work for ALL trauma injury reporting shall begin October 1, 2002, and shall not extend beyond September 30, 2003.

## 2. SUPPLEMENTAL STUDY REPORTS (Item No. 2)

- a. The Commission may enter into formalized agreements with other Federal agencies to collect and assemble information through the NEISS 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 may be broadened and the MACH shall code and transmit additional cases in accordance with additional coding instructions to be issued by the CPSC Project Officer.
- b. Such additional cases shall contain the same data elements as required in Paragraph III, A., NEISS Surveillance Reports, but these reports may also require some additional data elements, e.g., symptoms, treatment, time of incident. The reporting of these additional data elements for such "supplemental" type cases will require an estimated 25% more time per case than Surveillance Reports.

## 3. ORIENTATION AND TRAINING (Item No. 3)

CPSC will provide NEISS orientation and training to all involved MACH personnel. CPSC will also provide technical instructions on case selection, coding, and reporting. The MACH shall make available his/her personnel for basic training not to exceed 16 hours per person for the NEISS coder and back-up coder immediately after contract award and as personnel are replaced. This training will be provided at a site within the geographical area covered by the MACH. The personnel responsible for coding and transmitting may be required to attend brief training seminars at a location other than their geographical area. Prior to such training seminars, the MACH will be notified in advance with specific details. CPSC will reimburse the MACH for actual travel costs not to exceed those specified in the Federal Travel Regulations.

## 4. PERIODIC MEETINGS

The MACH staff assigned to this contract shall arrange periodic meetings, at least monthly, with hospital emergency room and other staff involved with the injury surveillance activity in order to promote effective injury reporting and awareness of product safety issues. Such meetings shall be planned and implemented in coordination with the hospital administration.

#### 5. CONTRACTOR PERSONNEL

The MACH shall be responsible for the continued and timely reporting of data as described in this agreement. Toward this end, the MACH shall provide for back-up personnel to assume the function of NEISS reporting in the absence of the MACH's regular designated personnel.

#### 6. MICROCOMPUTER INSTALLATION

CPSC will provide the MACH with a microcomputer. If necessary, the MACH shall arrange with its local telephone company for the services or equipment specified by the Project Officer for connecting the computer to a telephone line. CPSC will reimburse the MACH for the cost of installing necessary equipment or services (e.g., telephone line).

#### 7. MONTHLY RECURRING TELEPHONE CHARGES (Item No. 4)

The microcomputer generally connects to an existing telephone line. If the MACH and CPSC jointly agree that it is necessary to install a new telephone line for this purpose, then CPSC will reimburse the MACH for the monthly recurring telephone line charges.

#### 8. SUPPLIES AND REPAIRS TO MICROCOMPUTER

- a. The MACH shall contact CPSC for all necessary supplies and repairs to the microcomputer. The MACH will not be reimbursed for supplies and repairs acquired at the MACH's own expense from private concerns unless the CPSC Contracting Officer approves such purchases or services in advance.
- b. If necessary, the MACH may be required to package and ship the computer to a designated place for repairs. In such event, CPSC will provide a replacement computer and pay for packaging materials and shipping costs at no expense to the MACH.

### IV. PERFORMANCE STANDARDS

#### 1. MINIMUM STANDARDS – The MACH shall meet the following standards:

- a. Average lag between treatment and collection date shall not exceed five (5) days. Adjustment may be made for record access delay if confirmed and acceptable to CPSC.
- b. Percent of cases with error messages shall not exceed 5%.
- c. All treatment dates shall be accounted for with adequate number of cases reported or message that no in-scope cases were found.

2. **OUTSTANDING STANDARDS** - The MACH will receive a bonus of 10 percent of the month's bill (for cases reported) for each month the MACH meets all of the following standards:
  - a. Average lag between treatment and collection date does not exceed three (3) days. (Adjustment may be made for record access delay if confirmed and acceptable to CPSC.)
  - b. Percent of cases with error messages did not exceed 3%.
  - c. All treatment dates were accounted for with adequate number of cases reported or message that no in-scope cases were found.

Evaluation of performance will be made by CPSC one month after the end of each quarter.

V. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

1. The Government will furnish to the hospital for use in connection with this Agreement 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  
Microcomputer

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.

VI. PROJECT OFFICERS:

FOR MACH:

Talford Mindingall, LTC  
Chief, Resource Management Div.  
Martin Army Community Hospital  
Fort Benning, Georgia 31905  
Telephone (706) 544-3493

FOR CPSC:

Ms. Flip Hastings  
CPSC, Division of Hazard & Injury  
Data Systems  
4330 East West Highway, Rm 604  
Bethesda, Maryland 20814  
Telephone (800) 638-8095, x1242

VII. REIMBURSEMENT

The MACH shall be reimbursed for the services and facilities required to provide daily transmittal of emergency room medical records as set forth below:

FY-2003  
OCTOBER 1, 2002 THROUGH SEPTEMBER 30, 2003

<u>Item</u> <u>Supplies/Services</u>	<u>Quantity</u> Estimated	<u>Unit Price</u>	<u>Total Price</u>
1. NEISS Surveillance Reports and Special Survey Reports.	10,750 ea.	\$2.07	\$22,252.50
MINIMUM QUANTITY: 2,688			
MAXIMUM QUANTITY: 13,438			
2. Supplemental Study Reports.	550 ea.	0.53	291.50
MINIMUM QUANTITY: 55			
MAXIMUM QUANTITY: 550			
3. Reimbursement for training charges.	1 lt.	512.00	512.00
4. Reimbursement for estimated monthly recurring telephone charges.	12 mo.	6.00	72.00
			<u>\$23,128.00</u>

VIII. PERIOD OF AGREEMENT

The period of this Agreement is October 1, 2002 through September 30, 2003. 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.

IX. 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.

## X. DISCLOSURE OF INFORMATION

1. The MACH 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 MACH's information and comply with the applicable restrictions. CPSC should be advised of the MACH's desire to submit or publish an abstract or a report as soon as practical.
2. Any publication of or publicity pertaining to, the MACH'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."

## XI. INDEFINITE QUANTITIES

1. It is impossible to determine the exact quantities of reports described herein that will be required during the performance of the contract; however, funds for the minimum quantity for Items 1 and 2 of this Agreement will be obligated and paid for unless the Agreement is terminated for default or convenience during the period of performance. The MACH is obligated to furnish all reports of the type described herein up to the maximum quantity.
2. The total maximum amount to be expended under the Agreement shall not exceed the grand total shown in this Agreement. When the total amount billed for services rendered under the Agreement equals this amount, the MACH must immediately give written notice to the CPSC Contracting Officer.

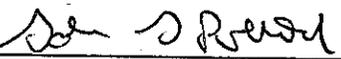
## XII. PRIVACY ACT

This Interagency Agreement does not require the MACH to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the MACH 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.

XIII. 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   
Gale S. Pollock, COL, AN

TITLE Commander

DATE 11/12/02

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

BY   
Doris B. Kessler

TITLE Contracting Officer

DATE 12/27/02

## **Expanded National Electronic Injury Surveillance System (NEISS) Reporting Rule**

***Please Report:***

- ❖ All injuries and poisonings treated in your emergency department**
  
- ❖ Illnesses associated with consumer products or recreational activities**
  
- ❖ Illnesses apparently caused by work-related experiences**
  
- ❖ Illnesses apparently caused by medical devices**



U.S. CONSUMER PRODUCT SAFETY COMMISSION  
WASHINGTON, D.C. 20207-0001

OFFICE OF THE GENERAL COUNSEL

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General Counsel  
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NEISS HOSPITAL

Some health and medical officials have asked this office whether the Health Insurance Portability and Accountability Act (HIPAA) medical privacy rules published by the Department of Health and Human Services in the Federal Register on December 28, 2000, effective on April 14, 2003, will affect their ability to furnish emergency department information to the Commission for the National Electronic Injury Surveillance System (NEISS). It will not because there is a specific exemption, section 164.512(b), "Standard: uses and disclosures for public health activities," that applies to NEISS. It says, in relevant part:

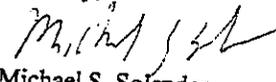
A covered entity may disclose protected health information for the public health activities and purposes described in this paragraph to: (i) A public health authority that is authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury or disability, including but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations and public health interventions . . .

The Commission is authorized by section 5(a)(1) of the Consumer Product Safety Act, 15 U.S.C. 2054(a)(1), to:

maintain an Injury Information Clearinghouse to collect, investigate, analyze, and disseminate injury data, and information, relating to the causes and prevention of death, injury, and illness associated with consumer products . . . (emphasis supplied).

If you have any question about this matter please call me at (301) 504-0980, ext. 2299.

Sincerely,

  
Michael S. Solender  
General Counsel