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DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Service
Centers for Disease Control and Prevention

INTER/INTRA-AGENCY AGREEMENT (IAA)

Payable Agreements (CDC is Procuring Agency)

CDC
CENTERS FOR DISEASE CONTROL AND PREVENTION

CDC IAA #: 93-21-05M21

13. ADMINISTRATIVE BILLING REQUIREMENTS: CDC's ALC is **75090527**. Other Agency's ALC: *(required)* 61-00-0001

Billing is to be made through the use of the Online Payment and Collection (OPAC) system. **Please include CDC's Official IAA # from Block #1 on all OPAC billings and correspondence.** When CDC provides funds to the performing agency, in advance of receiving the goods or services, the performing agency agrees to provide, within 15 days of the end of each quarter, statements of obligations and expenditures made during the quarter. The statements shall be provided to the following address: **DHHS, CDC, FMO, AP, Attn: ADVANCES/OPAC Desk, MS C-5, 4676 Columbia Parkway, Cincinnati, Ohio 45226.**

(If required by other agency, CDC's Tax Identification # is 586051157.)

14. ADDITIONAL BILLING REQUIREMENTS: ***(This block must be completed if procuring services under the Economy Act.)***

☑ All funds provided by CDC under this agreement must be obligated by the performing agency by the end of the FY in which the funds expire. Any unobligated but expired funds may not be used to fund services in subsequent periods. The CDC Financial Management Office (FMO) must be notified of any unobligated funds pertaining to this agreement at least 15 days before the end of the FY so that the agreement may be modified to reduce the funding amount when appropriate. This notification shall be provided to the following address:

DHHS, CDC, FMO, AP, Attn: OPAC Desk, MS C-5, 4676 Columbia Parkway, Cincinnati, Ohio 45226.

15. PARTICIPATING AGENCY FUNDING and/or INFORMATION:

(Please include name, telephone number, and email address of contact person.)

Name:	Telephone #:	Email:
Debbie Hodge, Director of Division of Finance	(301) 504-0018	

16. ☑ The participating agency as a signatory to the Common Rule states that in accepting these Interagency Agreement funds, it will abide by the human subjects research requirements stated in the Common Rule, and certify that all necessary assurances and institutional review board (IRB) approvals are obtained.

☐ The participating agency is NOT a signatory to the Common Rule. Upon issuance of these Interagency Agreement funds, it is the responsibility of the CDC Center, Institute, or Office (CIO) to certify that all necessary assurances and institutional review board (IRB) approvals are obtained. The CIO Associate Director for Science (ADS) must determine the Applicability of Human Subjects Regulations.

17. OTHER REQUIREMENTS:

A. Travel under this agreement is subject to allowances authorized in accordance with Federal Travel Regulations, Joint Federal Travel Regulations, and/or Foreign Service Regulations.

B. CDC will retain the title to any equipment procured under this agreement, unless otherwise justified in the statement of work.

18. CDC ACCEPTANCE: *(please print)*	19. PARTICIPATING AGENCY ACCEPTANCE: *(please print)*
Name: Edward W. Dacey	Name: Donna Hutton
Title: Associate Director for Management, NIOSH	Title: Contracting Officer
Email address:	Email address:
Signature: Kelly H. Jones Date: 11/18/04	Signature: Donna Hutton Date: 12/2/04

This agreement may be terminated by either agency upon a 30-day advance written notice. This agreement may be modified by mutual written consent of all parties.

Interagency Agreement
between the
National Institute for Occupational Safety and Health
and the
U. S. Consumer Product Safety Commission

CDC No. 98FED22404

I. Purpose

This agreement is an Amendment to Interagency Agreement **CDC No. 99FED22404** to provide funding for the continued collection of work-related injury and illness data in Fiscal Year 2005. Under this agreement between the National Institute for Occupational Safety and Health (NIOSH) and the U.S. Consumer Product Safety Commission (CPSC), NIOSH will contribute to the cost of the National Electronic Injury Surveillance System (NEISS) and CPSC will continue to maintain or enhance the current scope of NEISS to accommodate the special interests and needs of NIOSH for work-related injury and illness data for victims of all ages from October 1, 2004 through September 30, 2005. It is recognized that through a collaborative, long term commitment to the NEISS that both agencies benefit from program improvements, training, and cost sharing that assist in the timely assessment of injury/illness incidents and that foster future projects of common interest.

II. Background

CPSC contracts with hospital emergency rooms to collect injury/illness data for the data system known as NEISS. This system is used by CPSC to identify and measure the magnitude of the injury problems associated with consumer products that are treated in hospital emergency departments in the U.S. and its territories.

NEISS is a tri-level data collection system, with the capacity for collecting data at emergency departments, from telephone follow-up interviews with hospital staff and/or victims, and from in-depth interviews with injured/ill parties and/or witnesses at the sites where the injuries/illnesses occurred. One, two, or all three of these levels are used by CPSC as primary data collection tools.

Since 1978, other Federal Agencies have found it useful to share NEISS, including having CPSC expand the scope of the injuries collected or add to the list of variables to be collected. Agencies which have shared NEISS data through interagency agreements in the past include: Environmental Protection Agency (EPA), Centers for Disease Control and Prevention (CDC), National Highway Traffic Safety Administration (NHTSA), Food and Drug Administration (FDA), and the Bureau of Justice Statistics (BJS). Through interagency agreements with NIOSH

in FY 1981 through FY 1987, and again in FY 1996 through FY 2004, CPSC expanded NEISS to include all work-related incidents.

NIOSH has a continuing need to measure the number and rate of occupational injuries and illnesses and study those incurred in specific occupations and industries, including among healthcare workers. NEISS has provided this information on an ongoing basis and in a timely and cost-effective manner. Under this agreement, NIOSH will contribute funds towards the cost of NEISS contracts in return for continued sharing of data from this system.

III. Scope of Work

A. Under the terms of this agreement, CPSC agrees to continue in effect modifications to NEISS to meet the needs of NIOSH in collecting work-related injury and illness data. These modifications were put in place in past agreements dating most recently back to FY96. These modifications expanded the scope of data collected through the NEISS system to include work-related injuries and illnesses regardless of product involvement, added NIOSH special study variables to the NEISS surveillance system for work-related cases, and established a system whereby NIOSH is routinely provided with work-related data collected through the NEISS system. This agreement covers work-related injuries and illnesses to victims of all ages who are treated in the NIOSH hospital sub-sample (nominally 67 hospitals) of the entire NEISS hospital emergency department sample (nominally 102 hospitals) from October 1, 2004 through September 30, 2005.

Under the terms of this agreement CPSC shall:

1. Deliver to hospital coders instructional materials for identifying and coding work-related injuries and illnesses as provided by NIOSH and approved by CPSC, including printed instructions, background materials, posters, etc.
2. From time to time (e.g., during visits by CPSC staff to hospitals), provide to current hospital coders within the NIOSH hospital sub-sample informal training and review on identifying work-related injury and illness cases and recording work-related information.
3. At the time of hiring, provide training to new hospital coders within the NIOSH hospital sub-sample on identifying work-related injury and illness cases and recording work-related information.
4. Provide NIOSH with all in-scope work-related injury and illness data from the NIOSH hospital sub-sample, including standard NEISS data variables, NIOSH special study variables, and variables from other special studies for work-related cases. For in-scope work-related injuries and illnesses, CPSC will collect the following standard NEISS information:

    a. Date of treatment
    b. Age, sex, and race of victim
    c. Diagnosis (nature of injury/illness) and body part affected

d. Disposition of case (treated and released, hospitalized, etc.)
e. Place where injury/illness occurred (locale)
f. Fire/motor vehicle involvement
g. Products associated with the injury/illness
h. Whether the injury/illness was work-related.
i. Narrative description of the circumstances of the injury/illness as stated in the emergency room record (chain of events, agent, etc.).
j. A purged narrative with product, manufacturer, person, and business identifiers removed where possible.
k. Injury/illness mechanism
l. Injury/illness intent
m. Injury or illness designator
n. Other All-Injury Program variables

In addition to the variables listed above, CPSC will request that each hospital in the NIOSH sub-sample collect and report the additional data elements identified on the NIOSH special study computer entry screen including, but not limited to, type of business (industry), name of business (industry), job title (occupation), city and state of employer. As mutually agreed upon, the work-related variables may be modified, added, or deleted and CPSC will modify the data entry tools as necessary. CPSC will also provide to NIOSH variables from other special studies for work-related cases.

5. CPSC will monitor the data collection process and perform routine quality assurance and quality control procedures on NIOSH work-related case variables in addition to the standard NEISS variables.
6. CPSC will routinely provide these data to NIOSH quarterly in a file format (e.g., SAS) and on electronic media (e.g., CD-ROM or floppy disk) that are mutually agreeable. For special studies or to meet other unusual data needs, CPSC will provide NIOSH the data electronically at more frequent intervals up to weekly.
7. Within each data shipment to NIOSH, CPSC will provide a statistical weighting factor for each case based on the NIOSH sub-sample and statistical support, as necessary, to enable the calculation of national estimates and error terms associated with the estimates.
8. Quarterly, CPSC will provide along with the work-related case information separate data files with CPSC product-related cases and all injury program cases for the same time period and hospital sample.
9. Quarterly, CPSC will provide NIOSH with a list of changes, if any, in hospitals participating in the NIOSH sub-sample (including hospital number, name, address, and CPSC regional coordinator), dates of participation/case submissions if not the full quarter, hospital strata, and the number of standard NEISS and work-related cases entered during the quarter. CPSC will maintain an up-to-date NIOSH sample design document detailing sample design changes, monthly

hospital participation, and assigned statistical weights and annually provide a revised copy to NIOSH.

10. CPSC will notify NIOSH in advance of major changes to the sample design, variables collected, variable coding schemes, and other factors that materially influence the collection or analysis of the NEISS data.

B. Under the terms of this agreement, CPSC agrees to continue to implement for joint benefit of CPSC and NIOSH, structured telephone interviews of injured/ill parties or their representatives as specified below or as mutually agreed upon in future amendments or revisions of this agreement.

C. NIOSH will be responsible for analysis of any of the data resulting from this agreement. CPSC will provide consultation on matters concerning the data collection, quality control, sample design, injury/illness estimates, sampling errors and questionnaire design.

D. NIOSH will be responsible for public release of NEISS occupational injury and illness data that are identified as work-related cases including printed and/or electronic dissemination of data. Public release of data shall exclude hospital and case identifiers, specific treatment and other NEISS date variables that identify an individual calendar day, and product or manufacturer identifiers as described in Section V. Information Safeguards.

E. In Fiscal Year 2005, NIOSH will provide $320,000 for CPSC to continue the NEISS surveillance of work-related injuries/illnesses for victims of all ages beginning October 1, 2004 as described in Section IIIA. CPSC estimates that the funds will be used as follows:

$60,000 for hospital contract costs
$147,000 for professional staffing costs
$16,000 for travel expenses
$27,000 for contract support costs
$5,000 in telephone related costs
$29,000 for computer support services
$36,000 for additional work-related illnesses cases

TOTAL: $320,000

F. Travel under this agreement is subject to allowances authorized in accordance with Federal and Joint Travel Regulations.

G. If equipment is procured by CPSC to accomplish the program's goals and objectives using funds provided by this interagency agreement, CDC will retain title to the

equipment, with the exception of equipment procured in support of the overall NEISS project for which CPSC shall retain title of equipment.

IV. Estimated Cost and Conditions of Payment

Under terms of this agreement, NIOSH will effect the transfer of $320,000 to CPSC in Fiscal Year 2005 immediately upon receipt of this signed Interagency Agreement and billing statements. In the event of a continuing budget resolution whereby NIOSH has limited authorization to obligate funds, contingent upon the limitations imposed (typically based on funding levels in the previous year), NIOSH will effect the transfer of one fourth of the total funds ($80,000) upon receipt of this signed Interagency Agreement and billing statements. The balance will be transferred on a quarterly basis in increments of $80,000 upon the receipt of billing statements should a continuing budget resolution remain in effect. Upon receipt of final agency spending authority for FY2005, NIOSH will effect the transfer of any unpaid balance up to the full amount ($320,000) upon receipt of billing statements.

CPSC: 05 PS EXOB 4310 11179 252e ($320,000)

TIN: 520978750
DUNS: 069287522
Appropriation Code: 6150100
ALC: 61-00-0001

V. Information Safeguards

NIOSH shall comply with the Privacy Act in using and storing information related to this agreement. NIOSH shall provide CPSC with written assurances satisfactory to CPSC that the identity of any injured/ill person, and of any person who treated an injured/ill person, shall not be included in any report or information made available by NIOSH to any member of the public. NIOSH also agrees that it shall not disclose information compiled under this agreement to the public if the information describes a consumer product in such a manner that will permit the public to ascertain readily the identity of the manufacturer or private labeler unless the Commission is notified, and the Commission complies with Section 6(b) of the CPSA (15 U.S.C. 2055).

NIOSH shall maintain all publicly accessible NEISS data records through internet file downloads, web-based query systems, or other electronic mechanisms such that individuals or NEISS hospitals are not directly or indirectly identifiable. NIOSH shall refer all public requests for hospital identities to CPSC. NIOSH shall provide CPSC, at their discretion, the opportunity to review for up to 30 days all bulk NEISS occupational data prior to intended release via internet file downloads, web-based query systems, or other electronic mechanisms.

NIOSH shall have, at their discretion, a period of up to 30 days for review of NEISS work-related case information prior to public release in downloadable file formats or web-based query systems in order to assess the potential for inadvertent release of direct or indirect personal identifiers that may be unique to occupational data or that may result from linking of data released by NIOSH and CPSC or another

agency. CPSC shall make a reasonable effort to ensure that NIOSH has the option of a similar data review should other Federal, State, or local agencies who maintain interagency agreements with CPSC for access to NEISS data, release NEISS occupational data in bulk or through web-based query systems. The NIOSH review shall not prohibit data release nor shall it be implied to indemnify CPSC or other agencies in the event of public release of personal identifiers through their data release mechanisms.