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CPSC-IAG-99-1155
Modification No. 3

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

CDC No. 98FED22404-5

I. Purpose

This agreement is an Amendment to Interagency Agreement **CDC No. 99FED22404-2** to provide funding for the continued collection of work-related injury data in Fiscal Year 2000. 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 data for victims of all ages from October 1, 1999 through March 31, 2004. 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 incidents and that foster future projects of common interest.

II. Background

CPSC contracts with hospital emergency rooms to collect injury 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 parties and/or witnesses at the sites where the injuries 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 1999, CPSC expanded NEISS to include all work-related incidents.

NIOSH has a continuing need to measure the number and rate of occupational injuries and study injuries incurred in specific occupations and industries, including injuries to 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 data. These modifications were put in place in past agreements dating most recently back to FY92. These modifications expanded the scope of data collected through the NEISS system to include work-related injuries 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, 1999 through on or about July 1, 2000.

Under the terms of this agreement CPSC shall:

1. Deliver to hospital coders instructional materials for identifying and coding work-related injuries as provided by NIOSH and approved by CPSC, including printed instructions, coding aids, 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 injury 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 injury 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, CPSC will collect the following standard NEISS information:
   a. Date of treatment

   b. Age, sex, and race of victim

   c. Injury diagnosis (nature of injury) and body part affected

d. Disposition of case (treated and released, hospitalized, etc.)

e. Place where injury occurred (locale)

f. Fire/motor vehicle involvement

g. Products associated with the injury

h. Whether the injury was work-related

i. Narrative description of the circumstances of the injury as stated in the emergency room record (chain of events, agent of injury).

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), and job title (occupation). 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 provide these data to NIOSH within an approximately four week interval after data entry into NEISS in a file format (e.g., SAS) and on electronic media (e.g., CD-ROM or floppy disk) that are mutually agreeable.

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 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.

9. 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 parties or their representatives as specified below or as mutually agreed upon in future amendments or revisions of this agreement. This includes the continuation by a CPSC contractor of a telephone interview survey initiated in an interagency agreement between NIOSH and CPSC in FY99 of up to 760 completed telephone investigations of injured healthcare workers. NIOSH will review potential cases to identify those cases among healthcare workers that should be forwarded to the contractor for interviews.

In fulfillment of this agreement CPSC shall, for each agreed upon interview study, contract for qualified telephone interviews, facilitate the NIOSH-conducted training of telephone interviewers, assist in the identification of appropriate injury cases, submit case information to the interview contractor, monitor interview study progress, review interview quality, and provide NIOSH with paper copies of each completed interview. On a quarterly basis CPSC will submit to NIOSH a status update for each case submitted for interview. At the end of each interview study CPSC will submit to NIOSH a final disposition for each case submitted for interview.

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 estimates, sampling errors and questionnaire design.

D. In Fiscal Year 2000, NIOSH will provide $400,000 to continue the NEISS surveillance of work-related injuries for victims of all ages beginning October 1, 1999 as described in Section IIIA. Funds transferred to and obligated by CPSC in FY99 will be used to complete the collection of the telephone interview survey described in Section IIIB. If additional ~~funding~~ is not received (either from NIOSH or from other agencies for continuation of this effort or as part of an all injury system), the surveillance of work-related illnesses and injuries will cease on or about July 1, 2000.

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

F. 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 the terms of this agreement, $400,000 funding from NIOSH will be paid to CPSC in FY 2000 immediately upon receipt of the signed interagency agreement and billing statements. All funds provided by CDC in this agreement must be obligated by the performing agency by the end of the Fiscal Year 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 must be notified of any unobligated funds pertaining to this agreement at least 15 days before the end of the fiscal year so that the agreement can be amended to reduce the obligated amount when appropriate. The notification must be provided to the address cited below.

When funds are provided to the performing agency in advance of services being performed or goods being delivered, the performing agency is required to provide, within 15 days of the end of each quarter, statements of obligations and expenditures made during the quarter. These statements should be provided to the address below.

CDC, FMO
Attn: David Conrad
4676 Columbia Parkway, M/S C05
Cincinnati, OH 45226

V. Liaison Officers

A. For CPSC:
Eileen Kessler
Statistician
Room 604D
U.S. Consumer Product Safety Commission
4330 East West Highway
Bethesda, Maryland 20814-4408
Telephone: (301) 504-0539 ext. 1246

For NIOSH:
Larry L. Jackson, Ph.D.
National Institute for Occupational Safety and Health M/S P-180
Division of Safety Research
1095 Willowdale Road
Morgantown, WV 26505
Telephone: (301) 285-5980

VI. Period of Performance and Termination of Conditions

This agreement is effective when signed by both parties and shall remain in effect through July 1, 2000 unless modified in writing by mutual agreement, or terminated by either party upon (60) days written notice. Continuation of this agreement in fiscal year 2000 and beyond is contingent upon availability of funds in each fiscal year and commitment of said funds by amendment to this agreement.

VII. 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 person, and of any person who treated an injured person, shall not, without the consent of person identified, 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).

VIII. Method of Payment

A. Payment in advance by CDC/NIOSH will be provided upon billing through the OPAC System ALC 75-09-0527 to:

HHS, PHS
CDC, NIOSH
4676 Columbia Parkway
Attn: Financial Management Office
Mailstop C-5
Cincinnati, Ohio 45226

Please cite CDC No.98FED22404-5 when billing via OPAC.

Upon receipt of OPAC Statement, CDC will make payment to:

CPSC
Attn: Debbie Hodge, Director of Division of Finance
Washington, DC 20207

B. Fiscal Year 2000 billing shall be chargeable to the following accounting and appropriations data:

For NIOSH:

Agency Location Code: 75-09-0527
Appropriation: 7500943
Allowance: 0-14618
CAN: 09278875 8E8D OTR

Cost: $400,000

CPSC Agency Location Code: 61-00-0001

CPSC: 00 EXOB-PS 4310.00 0011179 252105 ($400,000)

IX. Authority

For NIOSH: This agreement is made under the authority of Section 22(e)(7) of the Occupational Safety and Health Act, approved October 27, 1972, 29 U.S.C. 671(e)(7), and the Economy Act of 1932, as amended (31 U.S.C. 1535 and 1536).

For CPSC: This agreement is made under the authority of Section 29(c) and 29(e) of the Consumer Product Safety Act, 15 U.S.C. 2078(c) and (e), and the Economy Act, as amended (31 U.S.C. 1535 and 1536).

X. Approvals

For: National Institute for Occupational Safety and Health

By: Diane D. Porter

Title: Associate Director Management

Date: 11/30/99

For: U.S. Consumer Product Safety Commission

By: Robert J. Frost

Title: Contracting Officer

Date: 12/22/99