

Determination and Findings (D&F)
Regarding Interagency Agreement Request
Between the Centers for Disease Control and Prevention
National Institute for Occupational Safety and Health (NIOSH)
and
US Consumer Product Safety Commission (CPSC)

14FSD/14/7990-02

1. Nature and/or description of the action being approved.

This Interagency Agreement will provide the CPSC with funding to collect routine surveillance data from a sample of U.S. hospital emergency departments on work-related injuries and illnesses via the National Electronic Injury Surveillance System (NEISS) data collection system.

2. This D&F is based on the provisions of the Economy Act, 31 U.S.C. 1535

3. Findings that detail the particular circumstances, facts, or reasoning essential to support the determination.

CDC-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. CPSC contracts with hospital emergency departments to collect injury/illness data for NEISS and the occupational supplement (NEISS-Work). NEISS has provided NIOSH this information on an ongoing basis and in a timely and cost-effective manner through the NEISS occupational supplement. Also, NEISS and NEISS-Work have the ability to collect data from telephone follow-up interviews of the injured/ill individuals. Because of confidentiality and contractual requirements only CPSC may collect data routinely from the hospitals. Other Federal Agencies have found it useful to share NEISS, including having CPSC expand the scope of the injuries collected, add to the list of variables to be collected, or conduct follow-up telephone interviews. For example, the routine surveillance data were used to identify respondents in ongoing interview studies related to injuries of emergency medical services providers and occupational injury underreporting research that NIOSH conducted with CPSC.

4. The use of an interagency acquisition is in the best interests of the Government. These services cannot be obtained as conveniently or economically by contracting directly with a private source.

5. If the Economy Act order requires contract action by the servicing agency, the D&F must also include a statement that at least one of the following circumstances applies:

The portion of the acquisition requiring contracts will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services.

6. Signature:

CDC APPROVAL
Kelley A. Durst
Associate Director for Planning and Performance
KDurst@cdc.gov

Signature: Kelley A. Durst

Date: 10/2/2014

PGO APPROVAL

Contracting Officer

Signature: Kristina M. Kenaster

Date: 10/6/2014

\$ 340,000.00

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number 14FED1417990 - 0000 - 01
 GT&C # Order # Amendment/Mod #

13. **Restrictions (Optional)** (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).

14. **Assisted Acquisition Small Business Credit Clause** (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)

15. **Disputes:** Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.

16. **Termination** (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

60

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. **Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA.** (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)

18. **Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA.** (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)

19. **Requesting Agency Clause(s) (Optional)** (State and/or attach any additional Requesting Agency clauses.)

United States Government
 Interagency Agreement (IAA) – Agreement Between Federal Agencies
 General Terms and Conditions (GT&C) Section

IAA Number 14FED1417990 - 0000 - 01
 GT&C # Order # Amendment/Mod #

20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)

22. Annual Review of IAA

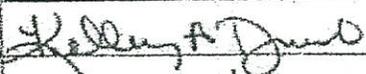
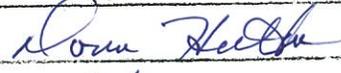
By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23.	Requesting Agency	Servicing Agency
Name	Kelley Durst	Donna Hutton
Title	Associate Director for Planning and Performance	Contracting Officer
Telephone Number(s)	(404) 498-2500	(301) 504-7009
Fax Number	(404) 498-2573	(978) 244-8640
Email Address	KDurst@cdc.gov	dhutton@cpsc.gov
SIGNATURE		
Approval Date	10/2/2014	10/5/2014

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section**

IAA Number 14FED1417990 - 0002 - _____ Servicing Agency's Agreement
 GT&C # Order # Amendment/Mod # Tracking Number (Optional) IAG-99-1155 MOD

PRIMARY ORGANIZATION/OFFICE INFORMATION					
24.	Requesting Agency	Servicing Agency			
Primary Organization/Office Name	CDC/NIOSH/DSR/SFIB	US Consumer Product Safety Commission			
Responsible Organization/Office Address	1095 Willowdale Road Morgantown, WV 26505	4330 East West Highway Bethesda, MD 20814			
ORDER/REQUIREMENTS INFORMATION					
25. Order Action (Check One)					
<input checked="" type="checkbox"/> New <input type="checkbox"/> Modification (Mod) – List affected Order blocks being changed and explain the changes being made. For Example: for a performance period mod, state new performance period for this Order in Block 27. Fill out the Funding Modification Summary by Line (Block 26) if the mod involves adding, deleting or changing Funding for an Order Line. <input type="checkbox"/> Cancellation – Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.					
26. Funding Modification Summary by Line					
	Line # _____	Line # _____	Line # _____	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$	\$	\$	\$	\$0.00
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]	\$	\$	\$	\$	\$0.00
Funding Change for This Mod	\$	\$	\$	\$	\$0.00
TOTAL Modified Obligation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Advance Amount (-)	\$	\$	\$	\$	\$0.00
Net Modified Amount Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27. Performance Period					
	Start Date	10-15-2014	End Date	09-30-2015	
		MM-DD-YYYY		MM-DD-YYYY	
For a performance period mod, insert the start and end dates that reflect the new performance period.					

IAA Order

IAA Number 14FED1417990 - 0002
 GT&C# Order# Amendment/Mod #

Servicing Agency's Agreement
 Tracking Number (Optional) IAG-99-1155 MOD

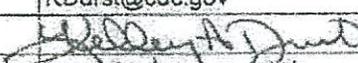
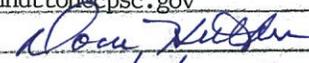
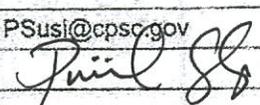
28. Order Line/Funding Information										Line Number <u>0001</u>						
					Requesting Agency Funding Information					Servicing Agency Funding Information						
ALC		75090421								61-00-0001						
Component	SP	ATA	AID	BFOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BFOA	EPOA	A	MAIN	SUB
TAS Required by 10/1/2014																
OR Current TAS format																
BETC			DISB					COLLECTING								
Object Class Code (Optional)			2530B					252E								
BPN			927645465					069287522								
BPN + 4 (Optional)																
Additional Accounting Classification/Information (Optional)			9278875					TIN: 520978750								
Requesting Agency Funding Expiration Date 09-30-2015 MM-DD-YYYY										Requesting Agency Funding Cancellation Date 09-30-2020 MM-DD-YYYY						
National Electronic Injury Surveillance System (NEISS)																
Project Number & Title																
Description of Products and/or Services, including the Bona Fide Need for this Order (State or attach a description of products/services, including the bona fide need for this Order.) Please see attached SOW																
North American Industry Classification System (NAICS) Number (Optional)																
Breakdown of Reimbursable Line Costs										OR Breakdown of Assisted Acquisition Line Cost:						
Unit of Measure							Contract Cost		\$							
Quantity	Unit Price	Total			Servicing Fees		\$									
1	\$340,000.00	\$ 340,000.00			Total Obligated Cost		\$ 0.00									
Overhead Fees & Charges			\$		Advance for Line (-)		\$									
Total Line Amount Obligated			\$ 340,000.00		Net Total Cost		\$ 0.00									
Advance Line Amount (-)			\$		Assisted Acquisition Servicing Fees Explanation											
Net Line Amount Due			\$ 340,000.00													
Type of Service Requirements																
<input checked="" type="checkbox"/> Severable Service <input type="checkbox"/> Non-severable Service <input type="checkbox"/> Not Applicable																

IAA Order

IAA Number 14FED1417990
GT&C #

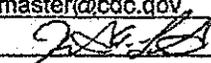
- 0002 -
Order # Amendment/Mod #

Servicing Agency's Agreement
Tracking Number (Optional) IAG-99-1155 MOD

<p>35. Funding Clauses/Instructions (Optional) (State and/or list funding clauses/instructions.) Funds on this order cannot be used to pay for services delivered before the start date or after the end date of the performance period in block 27.</p>		
<p>36. Delivery/Shipping Information for Products (Optional)</p>		
Agency Name		
Point of Contact (POC) Name & Title		
POC Email Address		
Delivery Address /Room Number		
POC Telephone Number		
Special Shipping Information		
<p>APPROVALS AND CONTACT INFORMATION</p>		
<p>37. PROGRAM OFFICIALS The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.</p>		
	Requesting Agency	Servicing Agency
Name	Kelley Durst	Donna Hutton
Title	Associate Director for Planning and Performance	Contracting Officer
Telephone Number	(404) 498-2500	(301) 504-7009
Fax Number	(404) 498-2573	(978) 244-8640
Email Address	KDurst@cdc.gov	dhutton@cpsc.gov
SIGNATURE		
Date Signed	10/21/2014	10/5/2014
<p>38. FUNDING OFFICIALS - The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill collect and properly account for funds from the Requesting Agency, in accordance with the agreement.</p>		
	Requesting Agency	Servicing Agency
Name	Kaye Leinaweaver	Priscila I. Susi
Title	Budget Analyst	Director, Div of Financial Services
Telephone Number	(304) 285-5856	(301) 504-7566
Fax Number	(304) 285-6046	
Email Address	KLeinaweaver@CDC.GOV	PSusi@cpsc.gov
SIGNATURE		
Date Signed		11/5/14

IAA Order

IAA Number 14FED1417990 - 0002 - Servicing Agency's Agreement
 GT&C # Order # Amendment/Mod # Tracking Number (Optional) IAG-99-1155 MOD

CONTACT INFORMATION		
FINANCE OFFICE Points of Contact (POCs)		
The finance office points of contact must ensure that the payment (Requesting Agency), billing (Servicing Agency), and advance/accounting information are accurate and timely for this Order.		
39.	Requesting Agency (Payment Office)	Servicing Agency (Billing Office)
Name	FMO/AP/MS: D06	
Title		
Office Address	1600 Clifton Road Atlanta, GA 30333	
Telephone Number	(404) 718-8100	
Fax Number		
Email Address	fmoservicedesk@cdc.gov	
Signature & Date (Optional)		
40. ADDITIONAL Points of Contacts (POCs) (as determined by each Agency)		
This may include CONTRACTING Office Points of Contact (POCs).		
	Requesting Agency	Servicing Agency
Name	Audrey Reichard	Tom Schroeder
Title	Epidemiologist	
Office Address	1095 Willowdale Road/MS H1808 Morgantown, WV 26505	4330 East West Highway, Rm 604D Bethesda, MD 20814
Telephone Number	(304) 285-6019	(301) 504-7431
Fax Number		
Email Address	AREichard@cdc.gov	TSchroeder@cpsc.gov
Signature & Date (Optional)		
Name	Brenda Braddee-Roycroft	
Title	Administrative Officer	
Office Address	1095 Willowdale Road Morgantown, WV 26505	
Telephone Number	(304) 285-6208	
Fax Number	(304) 285-6045	
Email Address	BTA6@cdc.gov	
Signature & Date (Optional)		
Name	Kristopher Lemaster	
Title	Contracting Officer	
Office Address	2920 Brandywine Road, MS K69	
Telephone Number	(770) 488-2995	
Fax Number	(770) 488-2670	
Email Address	KLemaster@cdc.gov	
Signature & Date (Optional)	 10/16/2014	

**INTERAGENCY AGREEMENT BETWEEN
THE CONSUMER PRODUCT SAFETY COMMISSION
AND
THE NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH
(CDC 14FED1417990-MOD #1; CPSC IAG-99-1155-MOD#30)**

This document sets forth the terms of agreement for services, supplies, and/or material between the U.S. Consumer Product Safety Commission (CPSC) and the Department of Health and Human Services (DHHS), Centers for Disease Control and Prevention (CDC), National Institute for Occupational Safety and Health (NIOSH).

This document serves as an amendment to an active Interagency Agreement (CDC 14FED1417990; CPSC IAG-99-1155-MOD#29) between NIOSH and the CPSC that covers the expansion of the National Electronic Injury Surveillance System (NEISS) to include all work-related incidents (NEISS-Work).

I. DESCRIPTION OF SERVICES

a. Background

CPSC contracts with hospital emergency departments to collect injury/illness data for a system known as NEISS. This system is used by CPSC to identify and measure the magnitude of consumer product-related injuries 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.

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: CDC, Environmental Protection Agency (EPA), National Highway Traffic Safety Administration (NHTSA), Food and Drug Administration (FDA), and the Bureau of Justice Statistics (BJS). Through interagency agreements with CDC-NIOSH in FY 1981 through FY 1987, and again in FY 1996 through FY 2014, CPSC expanded NEISS to include all work-related incidents.

CDC-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. NEISS has provided this information on an ongoing basis and in a timely and cost-effective manner. Under this agreement, CDC-NIOSH will contribute funds towards the cost of NEISS contracts in return for continued sharing of data from this system.

b. Purpose

This agreement is a continuation of prior Interagency Agreement CDC 14FED1417990. This new agreement, CDC No. CDC 14FED1417990, MOD #1, provides funding for the continued collection of work-related injury and illness data in FY 2015. Under this agreement between CDC-NIOSH and CPSC, CDC-NIOSH will contribute to the cost of NEISS and CPSC will continue to maintain or enhance the current scope of the NEISS to accommodate the special interests and needs of CDC-NIOSH for work-related injury and illness data for victims of all ages from October 1, 2014 through September 30, 2015. Through a collaborative, long term commitment to the NEISS, 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.

c. Statement of Work

- i. Under the terms of this agreement, CPSC agrees to continue in effect modifications to NEISS to meet the needs of CDC-NIOSH in collecting work-related injury and illness data. These modifications were put in place in past agreements dating most recently back to FY 1996. These modifications expanded the scope of data collected through the NEISS to include work-related injuries and illnesses regardless of product involvement, added CDC-NIOSH special study variables to the NEISS for work-related cases, and established a system whereby CDC-NIOSH is routinely provided with work-related data collected through the NEISS. This agreement covers work-related injuries and illnesses to victims of all ages who are treated in the CDC-NIOSH hospital sub-sample (nominally 67 hospitals) of the entire NEISS hospital emergency department sample (nominally 102 hospitals) from October 1, 2014 through September 30, 2015. As work-related illnesses have been captured in prior year agreements, work-related illnesses will continue to be captured for cases treated in emergency departments in the first quarter of FY 2015 to maintain data consistency through the 2014 calendar year. Beginning with cases treated in calendar year 2015, capture of work-related illnesses shall be discontinued.

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 CDC-NIOSH and approved by CPSC, including printed and/or electronic 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 CDC-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 CDC-NIOSH hospital sub-sample on identifying work-related injury and illness cases and recording work-related information.
4. Provide CDC-NIOSH with all in-scope work-related injury and illness data from the CDC-NIOSH hospital sub-sample, including standard NEISS data

variables, CDC-NIOSH special study variables, and variables from other special studies for work-related cases. Work illnesses will only be captured from cases treated in emergency departments in the first quarter of FY 2015. 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 department 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 CDC-NIOSH sub-sample collect and report the additional data elements identified on the CDC-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, employment status, and expected payer. 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 CDC-NIOSH variables from other special studies for work-related cases.

5. Monitor the data collection process and perform routine quality assurance and quality control procedures on CDC-NIOSH work-related case variables in addition to the standard NEISS variables.
6. Routinely provide these data to CDC-NIOSH monthly in a file format (e.g., SAS) and on electronic media (e.g., DVD) that are mutually agreeable. For special studies or to meet other unusual data needs, CPSC will provide CDC-NIOSH the data electronically at more frequent intervals up to weekly.
7. Within each data shipment to CDC-NIOSH, provide a statistical weighting factor for each case based on the CDC-NIOSH sub-sample and statistical support, as necessary, to enable the calculation of national estimates and error terms associated with the estimates.
8. Quarterly, 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, provide CDC-NIOSH with a list of changes, if any, in hospitals participating in the CDC-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 CDC-NIOSH sample design document detailing sample design changes, monthly hospital participation, and assigned statistical weights and annually provide a revised copy to CDC-NIOSH.
 10. Notify CDC-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.
 - ii. Under the terms of this agreement, CPSC agrees to continue to implement for joint benefit of CPSC and CDC-NIOSH, structured telephone interviews of injured/ill parties or their representatives as previously funded under CPSC-NIOSH interagency agreement CPSC IAG-99-1155-MOD#29 or as mutually agreed upon in future amendments or revisions of this agreement. CDC-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. Data dissemination
 CDC-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 data variables that identify an individual calendar day, and product or manufacturer identifiers as described in Section XIV, Information Safeguards.

II. DURATION OF AGREEMENT

This agreement is approved from the date of signature for both agencies through September 30, 2015.

III. ESTIMATED COSTS

Total estimated costs are \$340,000. This cost estimate is broken down into the following sub-categories:

\$120,000 for hospital contract costs
 \$110,000 for work-related injuries
 \$10,000 for work-related illnesses (10/1/14-12/31/14)
 \$150,000 for professional staffing costs
 \$20,000 for travel expenses
 \$50,000 for contract support costs
 TOTAL: \$340,000

The distribution of funds within the categories may be modified as needed by CPSC to complete the collection of the CDC-NIOSH work-related injury and illness data through NEISS.

IV. FUNDING

All funds provided by NIOSH 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 NIOSH Financial Management Office (FMO) must be notified of any unobligated funds pertaining to this agreement at least 60 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 (in paragraph VI).

V. CONDITIONS OF PAYMENT (including under a Continuing Resolution)

Under terms of this agreement, CDC-NIOSH will effect the transfer of \$340,000 to CPSC in FY 2015 immediately upon receipt of this signed Interagency Agreement and billing statements. In the event of a continuing budget resolution whereby CDC-NIOSH has limited authorization to obligate funds, contingent upon the limitations imposed (typically based on funding levels in the previous year), CDC-NIOSH will effect the transfer of one fourth of the total funds (\$85,000) upon receipt of this signed Interagency Agreement and billing statements. The balance will be transferred on a quarterly basis in increments of \$85,000 upon the receipt of billing statements should a continuing budget resolution remain in effect. Upon receipt of final agency spending authority for FY 2015, CDC-NIOSH will effect the transfer of any unpaid balance up to the full amount (\$340,000) upon receipt of billing statements.

VI. ACCOUNTING AND BILLING INFORMATION

Funds for this project for FY 2015 in the amount not to exceed \$340,000.00 will be transferred to CPSC via IPAC using the following account data:

	<u>From</u>	<u>To</u>
Agency	NIOSH	CPSC
Appropriation	75150953	0100A15RSE-2015- 1117900000-EXHR004310
EIN	586051157	US Treas Code: 61100100
ALC	75090421	61-00-0001
DUNS #	927645465	069287522
CAN	9278875	TIN: 520978750
Object class	25308	252E0
Amount	\$340,000.00	\$340,000.00

When billing NIOSH through the IPAC system, CPSC will reference agreement number CDC 14FED1417990. MOD #1; CPSC-IAG-99-1155 Mod#30.

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 are also provided to the address below:

CDC, FMO
Attn: IPAC Desk
1600 Clifton Road, MS D-06
Atlanta, GA 30333

VII. EQUIPMENT

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.

VIII. TRAVEL

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

IX. CONFLICT WITH EXISTING AGREEMENTS

There is no duplication or conflict with existing agreements, policy, or statute.

X. PROGRAM CONTACTS

NIOSH: Audrey Reichard
NIOSH/DSR/SFIB
1095 Willowdale Road, MS H1808
Morgantown, WV 26505
(304)285-6019
AReichard@cdc.gov

CPSC: Tom Schroeder
CPSC
4330 East West Highway, Rm 502B
Bethesda, MD 20814-4408
(301)504-7431
TSchroeder@cpsc.gov

XI. BUDGET CONTACTS

NIOSH: Kaye Leinaweaver
Budget Analyst
Financial Management Office
(304)285-5856
KLeinaweaver@cdc.gov

CPSC: Priscila I. Susi, Director, Division of Financial Services
(301)504-7566
PSusi@cpsc.gov

XII. MODIFICATION AND CANCELLATION

This agreement may be modified by mutual consent of both parties or canceled upon 60 days advance written notice by either party.

XIII. AUTHORITY

This agreement is entered into under Section 601 of the Economy Act, as amended (31 U.S.C. 1535) and the Consumer Product Safety Act.

XIV. INFORMATION SAFEGUARDS

CDC-NIOSH shall comply with the Privacy Act in using and storing information related to this agreement. CDC-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 CDC-NIOSH to any member of the public. CDC-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).

CDC-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. CDC-NIOSH shall refer all public requests for hospital identities to CPSC. CDC-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.

CDC shall be considered the originating agency for all occupational injury and illness cases among civilian workers, including basic NEISS case data and any supplemental data collected. CDC-NIOSH shall serve as the CDC center responsible for employing adequate and effective security controls to protect the confidentiality, availability, and integrity of work-related NEISS data, including all data shared with other organizations. CDC-NIOSH shall ensure, prior to the sharing of any data, that the recipient organization affords the appropriate equivalent level of security controls as maintained by CDC-NIOSH, the originating agency. Since data security remains the responsibility of CDC-NIOSH, procedures shall be agreed to in advance that provide for the security controls of the recipient organization.

Because individual NEISS case information for work-related injuries and illnesses are considered extremely sensitive and public release of the NEISS data may significantly harm the injured/ill worker, CDC-NIOSH, as the originating agency shall establish agreements with recipient agencies that consider and apply all appropriate management, operational, and technical security controls including physical security needs, such as whether personal information is so sensitive that it should be kept in an approved security container, or whether access to where the information is located should be limited; personnel security needs, such as additional controls over individuals who have access to data; network security, including encryption for data in transit and protection for data at rest; and procedures for the retention and timely destruction of identifiable records. CDC-NIOSH shall provide CPSC a period of up to 30 days to review and provide comment on the privacy and security implications of new data sharing agreements. Once appropriate interagency data sharing agreements have been established between CDC-NIOSH and recipient agencies, CDC-NIOSH may, at its discretion, authorize CPSC to provide NEISS work-related case data directly to the recipient agency.

From time to time, CPSC may be contracted by other agencies to collect supplemental information on specific cases that include work-related injuries and illnesses. Because the activities of the contracting agency and subsequent release of the worker data collected has the potential to significantly harm individual workers and compromise CDC-NIOSH's ability to continue to collect work-related injury and illness data through NEISS, CPSC shall provide CDC-NIOSH a period of up to 30 days to review and provide comment on the privacy and security implications of the new data collection. CPSC shall ensure that agreements with contract agencies include provisions requiring the contracting agencies to apply all appropriate management, operational, and technical security controls including physical security needs, personnel security needs, network

security, and procedures for the retention and timely destruction of directly or indirectly identifiable records. Additionally, CPSC shall make a reasonable effort to ensure that CDC-NIOSH have, at their discretion, a period of up to 30 days for review of products arising from such agreements that include work-related case information and that are intended for public release. The CDC-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.

CDC-NIOSH, as the originating agency, shall be notified in a timely fashion of all work-related data requests under the Freedom of Information Act (FOIA) or other applicable court order. Routine FOIA requests specific to only work-related case information shall be referred to CDC-NIOSH for disposition. Requests for mixed data including more than just work-related case information shall be responded to by CPSC with the opportunity for CDC-NIOSH to provide comment on the releasability of the work-related case data.

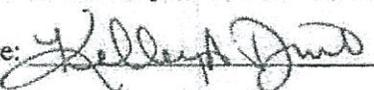
The provisions in this section, Information Safeguards, shall not in any way prohibit or limit the use of the NEISS work-related injury and illness data by CPSC staff in fulfillment of their agency mission and responsibilities. CPSC shall make a reasonable effort to ensure that CDC-NIOSH have, at their discretion, a period of up to 30 days for review of products that include significant work-related case information and that are intended for public release. The CDC-NIOSH review shall not prohibit data release nor shall it be implied to indemnify CPSC.

Approved and Accepted for Consumer Product Safety Commission

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