



Memorandum

Date: November 30, 2015

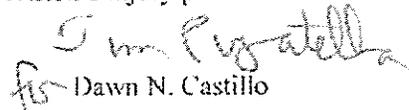
From: Director
Division of Safety Research

Subject: Interagency Agreement: U.S. Consumer Product Safety Commission

To: Teresa Miles
Acting NIOSH Management Official

The proposed interagency agreement between the National Institute for Occupational Safety and Health (NIOSH) and the U.S. Consumer Product Safety Commission (CPSC) is to provide three hundred forty thousand dollars (\$340,000) for continued funding for NIOSH's nonfatal occupational injury surveillance that is done through the National Electronic Injury Surveillance System-Occupational Supplement (NEISS-Work). The funding source is the NIOSH project: National Surveillance of Nonfatal Occupational Injuries Using the NEISS, CAN 9278875.

CDC-NIOSH has a continuing need to measure the number and rate of occupational injuries and study those incurred in specific occupations and industries. CPSC contracts with hospital emergency departments to collect injury data for NEISS and the occupational supplement (NEISS-Work). The NEISS occupational supplement has provided NIOSH with estimates of nonfatal work-related injuries on an ongoing basis and in a timely and cost-effective manner. Also, NEISS and NEISS-Work have the ability to collect data from telephone follow-up interviews of the injured individuals. Because of confidentiality and contractual requirements only CPSC may collect data routinely from the hospitals and conduct the follow-up interviews. In collaboration with CPSC, NIOSH has conducted several ongoing follow-up interview studies using the NEISS-Work data. In FY 2016, NIOSH researchers are using funds awarded through internal competition to develop a questionnaire related to nonfatal injuries among firefighters with a long-term goal of seeking funding to implement the questionnaire as a NEISS-Work follow-up study. Other Federal agencies have found NEISS useful in a variety of manners, including having CPSC expand the scope of the injuries collected, adding to the list of variables collected, or conducting follow-up telephone interviews. Continued funding of the routine NEISS-Work surveillance data is essential to the Division's injury prevention mission.


for Dawn N. Castillo

Attachments

cc: Christie Wolfe, Admin. Officer, DSR

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

IAA Number 14FED1417990 - 0000 - 02
 GT&C # Order # Amendment/Mod #

DEPARTMENT AND/OR AGENCY		
1.	Requesting Agency of Products/Services	Servicing Agency Providing Products/Services
	Name	CDC/NIOSH/DSR/SFIB
	Address	1095 Willowdale Road Morgantown WV 26505
		4330 East West Highway, Room 604D Bethesda, MD 20814-4408
2. Servicing Agency Agreement Tracking Number (Optional) <u>CPSC IAG-99-1155-Mod 31</u>		
3. Assisted Acquisition Agreement Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. GT&C Action (Check action being taken)		
<input type="checkbox"/> New		
<input checked="" type="checkbox"/> Amendment – Complete only the GT&C blocks being changed and explain the changes being made. to change the Agreement period and add funding		
<input type="checkbox"/> Cancellation – Provide a brief explanation for the IAA cancellation and complete the effective End Date.		
5. Agreement Period Start Date <u>10-15-2013</u> End Date <u>09-30-2018</u> of IAA or effective cancellation date MM-DD-YYYY MM-DD-YYYY		
6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received.		
Yes <input type="checkbox"/> If Yes, is this an: Annual Renewal <input type="checkbox"/>		
Other Renewal <input type="checkbox"/> State the other renewal period: _____		
No <input checked="" type="checkbox"/>		
7. Agreement Type (Check One) <input type="checkbox"/> Single Order IAA <input checked="" type="checkbox"/> Multiple Order IAA		
8. Are Advance Payments Allowed for this IAA (Check One) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation		
Note: Specific advance amounts will be captured on each related Order.		

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9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.)
 (Optional for Assisted Acquisitions)

Direct Cost	\$1,721,000.00	Provide a general explanation of the Overhead Fees & Charges \$340k x 5 years = \$1.7m plus 10% inflation for future years '17 and '18
Overhead Fees & Charges	\$0.00	
Total Estimated Amount	\$1,721,000.00	

10. STATUTORY AUTHORITY

a. Requesting Agency's Authority (Check One)

Franchise Fund Revolving Fund Working Capital Fund Economy Act (31 U.S.C. 1535/FAR 17.5) Other Authority

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

b. Servicing Agency's Authority (Check One)

Franchise Fund Revolving Fund Working Capital Fund Economy Act (31 U.S.C. 1535/FAR 17.5) Other Authority

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority
 Section 27(g) of the Consumer Product Safety Act, 15 U.S.C. 2076(g)

11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.)

Please see attached scope of work

12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)

Please see attached scope of work

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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 I, 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.)

30

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.)

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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	Teresa Miles	Linda Delaney
Title	Acting NIOSH Management Official	Contracting Officer
Telephone Number(s)	(404) 498-2599	(301) 504-7849
Fax Number	(404) 638-5597	(301) 504-0628
Email Address	TMiles@cdc.gov	LDelaney@CPSC.gov
SIGNATURE	Teresa Miles <small>Digitally signed by Teresa Miles DN: cn=Teresa Miles, o=NIOSH/ODAPAA/US/DC, email=tmiles@cdc.gov, c=US Date: 2016.01.23 14:51:29 -0500</small>	ldelaney@cpsc.gov <small>Digitally signed by ldelaney@cpsc.gov DN: cn=ldelaney@cpsc.gov Date: 2016.01.23 12:54:51 -0500</small>
Approval Date	01-21-2016	

IAA Order

IAA Number 14FED1417990 - 0003 - _____
 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 TAS Required by 10/1/2014	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	
			075	2016	2016		0953				061	2016	2016		0100	000	
OR Current TAS format			75-16-0953						61160100								
BETC			DISB						COLLECTING								
Object Class Code (Optional)			25308						252EO								
BPN			927645465						069287522								
BPN + 4 (Optional)									0100A16RSE-2016-1117900000-EXHR004310								
Additional Accounting Classification/Information (Optional)			9278875						TIN: 520978750								
Requesting Agency Funding Expiration Date <u>09-30-2016</u> MM-DD-YYYY									Requesting Agency Funding Cancellation Date <u>09-30-2021</u> 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 - 0003 - _____
 GT&C # Order # Amendment/Mod #

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

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.

36. Delivery/Shipping Information for Products (Optional)

Agency Name	
Point of Contact (POC) Name & Title	
POC Email Address	
Delivery Address /Room Number	
POC Telephone Number	
Special Shipping Information	

APPROVALS AND CONTACT INFORMATION

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.

	Requesting Agency	Servicing Agency
Name	Audrey Reichard	Tom Schroeder
Title	Epidemiologist	Statistician, Director
Telephone Number	(304) 285-6019	(301) 504-7431
Fax Number	(304) 285-5774	(800) 809-0924
Email Address	AREichard@cdc.gov	TSchroeder@cpsc.gov
SIGNATURE	Audrey A. Reichard -S	THOMAS SCHROEDER
Date Signed		

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.

	Requesting Agency	Servicing Agency
Name	Teresa Miles	Linda Delaney
Title	Acting NIOSH Management Official	Contracting Officer
Telephone Number	(404) 498-2599	(301) 504-7849
Fax Number	(404) 638-5597	(301) 504-0628
Email Address	TMiles@cdc.gov	LDelaney@CPSC.gov
SIGNATURE	Teresa Miles	ldelaney@cpsc.gov
Date Signed	01-21-2016	

**INTERAGENCY AGREEMENT BETWEEN
THE CONSUMER PRODUCT SAFETY COMMISSION
AND
THE NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH
(CDC 14FED1417990-MOD #2; CPSC IAG-99-1155-MOD#31)**

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 a new order to change the agreement period, amend the period of performance and add funds to (CDC 14FED1417990-MOD#1; CPSC IAG-99-1155-MOD#30) 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 2015, 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 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 new agreement provides funding for the continued collection of work-related injury data in FY 2016. 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 data for victims of all ages from October 1, 2015 through September 30, 2016. 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 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 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 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 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, 2015 through September 30, 2016. Beginning with cases treated in calendar year 2015, capture of work-related illnesses, which were previously included, was discontinued. The definition of injuries for the purpose of this agreement is considered to include work-related exposures and musculoskeletal disorders.

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 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 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 cases and recording work-related information.
4. Provide CDC-NIOSH with all in-scope work-related injury 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. 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. 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 department record (chain of events, agent, etc.).
- j. A purged narrative with product, manufacturer, person, and business identifiers removed where possible.
- k. Injury mechanism
- l. Injury intent
- m. Injury 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 parties or their representatives as previously funded under CPSC-NIOSH interagency agreement **CPSC IAG-99-1155-MOD#30** 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 estimates, sampling errors and questionnaire design.

d. Data dissemination

CDC-NIOSH will be responsible for public release of NEISS occupational injury 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, 2016.

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
\$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 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 Office of Financial Resources (OFR) 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 2016 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 2016, 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 2016 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	75160953	0100A16RSE-2016- 1117900000-EXHR004310
EIN	586051157	US Treas Code: 61160100
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 #2; CPSC-IAG-99-1155 Mod#31.

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, OFR
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: Omar Jarrett
Budget Analyst
Office of Financial Resources, CDC
(304)285-5955
kun0@cdc.gov

CPSC: James Baker
Budget Officer
Division of Budget and Planning Services
(301)504-7575
JBaker@CPSC.gov

XII. MODIFICATION AND CANCELLATION

This agreement may be modified by mutual consent of both parties or canceled upon 30 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).

The Servicing Agency Authority is Section 27(g) of the Consumer Product Safety Act, 15 U.S.C. 2076(g).

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 person, and of any person who treated an injured 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 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 are considered extremely sensitive and public release of the NEISS data may significantly harm the injured 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. 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 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 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.

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)
IAA No. 14FED1417990-0003

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

This Interagency Agreement will provide the CPSC with \$340,000 in FY16 funding for Order #3 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. 1525

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 study those incurred in specific occupations and industries. CPSC contracts with hospital emergency departments to collect injury 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 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:

CDP APPROVAL
Dawn Castillo
Director, Division of Safety Research
hhs.gov
Signature: *Dawn Castillo*
Date: 11/30/2015

OAS
OO APPROVAL
[Signature]
Signature: *[Signature]*
Date: 11/30/2015