



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)



1. CDC IAA #: (10 to 13 digits) 09FED906276	2. PARTICIPATING AGENCY IAA #: CPSC IAG-99-1155-MOD#20	3. TYPE OF AGREEMENT <input type="checkbox"/> New <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Administrative Modification Number: 20
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4. TITLE OF PROJECT:
 (IA#09-16) **National Survey of Non-Fatal Occupational Injuries Using NEISS**

5. DESCRIPTION OF WORK: <i>(Please attach)</i> See Attached	6. AMOUNT: <i>(Not to exceed without written modification)</i> \$ 330,000.00
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7. NAME AND ADDRESS OF PARTICIPATING FEDERAL AGENCY: U.S. Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814-4408 DUNS#069287522 Appropriation#10 PS EXFM 4310 11179 252E	LIAISON NAME: Tom Schroeder	PHONE #: (301) 504-7431
	EMAIL ADDRESS: TSchroeder@cpsc.gov	FAX #:

8. NAME AND ADDRESS OF CDC, CENTER, INSTITUTE OR OFFICE: National Institute for Occupational Safety and Health Division of Safety Research 1095 Willowdale Road Morgantown, WV 26505 DUNS#927645465	LIAISON NAME: Larry Jackson	PHONE #: (304) 285-5980
	EMAIL ADDRESS: LLJackson@cdc.gov	FAX #: (304) 285-5774

9. PROJECT PERIOD: from: 10/01/2009 through: 09/30/2010	FUNDING PERIOD: from: 10/01/2009 through: 09/30/2010
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10. CDC AUTHORITY:
 Economy Act approved June 30, 1932, as amended by 31 U.S.C. 1535 and 1536 (See also item #14)
 Other *(Please specify)* _____

11. PARTICIPATING AGENCY AUTHORITY:
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)

12. CDC FUNDING INFORMATION: FOR CDC USE ONLY <i>(CDC internal form 6012 - modified Document History Record)</i>							APPROPRIATION NUMBER: 75-10-0943
T.C. (For Accounting Use Only)	FY (2 digits) (Required)	DOC. REF. (For Accounting Use Only)	DOC. NO. (Original 10 digits) (Required)	CAN (7 digits) (Required)	O.C. (4 digits) (Required)	ALLOWANCE (5 digits) (For Budget Use Only)	\$ AMOUNT
050	10	214	09FED906276	9278875	25103	5611111501	\$330,000.00

6012 ADMINISTRATIVE APPROVAL NAME and EMAIL ADDRESS: *(Please print)*
Valerie A. Felicetti, MBA
VAFelicetti@cdc.gov

FMO BUDGET ANALYST SIGNATURE:

 ADMINISTRATIVE APPROVAL SIGNATURE:
Valerie A. Felicetti

(Should not be the same as Block #18)



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 IAA #: 03FFD906276

13. ADMINISTRATIVE BILLING REQUIREMENTS: CDC's ALC# is **75090421**. 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 D-06, 1600 Clifton Road, Atlanta, GA 30333.** (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 D-06, 1600 Clifton Road, Atlanta, GA 30333.

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) 504-7130	dhodge@cpssc.gov

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)

Name: Kelley A. Durst

Title: Assoc. Director for Planning and Performance, NIOSH

Email address: KDurst@cdc.gov

Signature: *Kelley A. Durst*

Date: 11/05/09

19. PARTICIPATING AGENCY ACCEPTANCE (please print)

Name: Kim Miles

Title: Contracting Officer

Email address: Kmiles@cpssc.gov

Signature: *Kim Miles*

Date: 12-7-09

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.

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)

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

This Interagency Agreement will provide the CPSC with funding for continued collection of work-related injury and illness data for victims of all ages 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.

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 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. 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.

The NEISS has provided NIOSH with work-related injury and illness data on an ongoing basis and in a timely cost-effective manner. Under this agreement, NIOSH will contribute funds toward the cost of NEISS contracts in return for continued sharing of data from this system. 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.

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: 11/17/09

PGO APPROVAL
John R. Columbia
Contracting Officer
AKO8@cdc.gov

Signature: John R. Columbia

Date: 11-17-09

Justification for processing the NIOSH/CPSC Interagency Agreement under a continuing resolution:

NIOSH enters into an interagency agreement annually with the U.S. Consumer Product Safety Commission (CPSC) to collect data through the National Electronic Injury Surveillance System (NEISS) from a sample of U.S. hospitals on injuries and illnesses to workers treated in emergency departments. To collect these data CPSC pays participating hospitals for contemporaneous data collection at the time of treatment. To ensure no interruption in the CPSC and NIOSH data collection effort that may deleteriously impact our ability to collect data in the continuing data series or continuing hospital participation, the interagency agreement has language specific to payment procedures when we are operating under a continuing resolution and for discontinuation of the agreement should the full amount of funding agreed upon not become available (see section IV). Thus, we request that this request be processed as soon as possible to ensure no lapse in our occupational injury and illness surveillance.

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

(CDC No. 09FED906276 CPSC IAG-99-1155-Mod#20)

I. Purpose

This agreement is an Amendment to Interagency Agreement **CDC No. 09FED906276** to provide funding for the continued collection of work-related injury and illness data in Fiscal Year 2010. Under this agreement between the Centers for Disease Control and Prevention-National Institute for Occupational Safety and Health (CDC-NIOSH) and the U.S. Consumer Product Safety Commission (CPSC), CDC-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 CDC-NIOSH for work-related injury and illness data for victims of all ages from October 1, 2009 through September 30, 2010. 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 CDC-NIOSH in FY 1981 through FY 1987, and again in FY 1996 through FY 2009, 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, including among

healthcare workers. 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.

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 CDC-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 CDC-NIOSH special study variables to the NEISS surveillance system for work-related cases, and established a system whereby CDC-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 CDC-NIOSH hospital sub-sample (nominally 67 hospitals) of the entire NEISS hospital emergency department sample (nominally 102 hospitals) from October 1, 2009 through September 30, 2010.

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 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. 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 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. CPSC will 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. CPSC will routinely provide these data to CDC-NIOSH monthly 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 CDC-NIOSH the data electronically at more frequent intervals up to weekly.
- 7. Within each data shipment to CDC-NIOSH, CPSC will 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, 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 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. CPSC will 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.

- B. 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 specified below or as mutually agreed upon in future amendments or revisions of this agreement.

Data collection

a. Description: CPSC will administer a 20-30 minute telephone follow-back questionnaire to all EMS workers who were identified as having been treated in the ED for a work-related injury or illness and who agree to voluntarily participate in the study. These data will capture detailed information about EMS worker injuries and illnesses that can not be obtained through the routinely collected NEISS-Work data. CPSC will store these data in secure database and remove all contact information prior to submitting the data to NIOSH for analysis.

b. Sample: CPSC will identify all work-related injuries and illnesses to EMS workers in the NEISS-Work database and request contact information for every identified case. For every case for which contact information is obtained, CPSC will attempt to establish contact and offer participation in the telephone interview study component. CPSC will make at least ten attempts to reach each potential participant. Funds from this modification will cover up to 115 EMS worker telephone interviews.

c. Case definition: CPSC hospital coders will identify work-related injury and illness cases EMS workers or other individuals suspected of providing emergency medical services at the time of their injury/illness. NIOSH will provide detailed case selection guidelines.

d. Schedule: CPSC will begin data collection within one month of receipt of OMB approval for survey administration.

- C. 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. 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 XVI. Information Safeguards.

IV. Duration of Agreement

This agreement is approved from the date of signature for both agencies through September 30, 2010.

V. Estimated Costs

Estimated costs are \$330,000. This cost estimate is broken down into the following sub-categories:

\$70,000 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: \$330,000

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.

VI. Funding

All funds provided by CDC-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 CDC-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 VIII).

VII. Conditions of Payment (including under a Continuing Resolution)

Under terms of this agreement, CDC-NIOSH will effect the transfer of \$330,000 to CPSC in Fiscal Year 2010 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 (\$82,500) upon receipt of this signed Interagency Agreement and billing statements. The balance will be transferred on a quarterly basis in increments of \$82,500 upon the receipt of billing statements should a continuing budget resolution remain in effect. Upon receipt of final agency spending authority for FY2010, CDC-NIOSH will effect the transfer of any unpaid balance up to the full amount (\$330,000) upon receipt of billing statements.

VIII. Accounting and Billing Information

Funds for this project for FY2010 in the amount not to exceed \$330,000.00 will be transferred to CPSC via IPAC using the following account data:

	<u>From</u>	<u>To</u>
Agency	NIOSH	CPSC
Appropriation	75-10-0943	10 PS EXFM 4310 11179 252E
EIN	586051157	US Treas Code: 61100100
ALC	75090421	61-00-0001
DUNS#	927645465	069287522
CAN	0-9278875	TIN: 520978750
Object Class	25103	252E
Amount	\$330,000.00	\$330,000.00

When billing NIOSH through the IPAC system, CPSC will reference agreement number CDC 09FED906276; CPSC-IAG-99-1155 Mod#20.

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

IX. 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.

X. 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.

XI. Conflict with Existing Agreements

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

XII. Program Contacts

NIOSH: Larry Jackson
 NIOSH/DSR/SFIB

1095 Willowdale Road, MS H1808
Morgantown, WV 26505
(304) 285-5980
(304) 285-5774 FAX
LLJackson@cdc.gov

CPSC: Tom Schroeder
CPSC
4330 East West Highway, Rm 604D
Bethesda, MD 20814-4408
(301) 504-7431
TSchroeder@cpsc.gov

XIII. Budget Contacts

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

CPSC: Debbie Hodge, Director of Division of Finance
(301) 504-0018
dhodge@cpsc.gov

XIV. 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.

XV. 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.

XVI. 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.

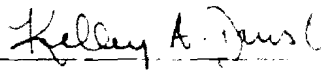
The provisions in this section, Information Safeguards, shall not in any way prohibit or limit the use of the NEISS work-related injury and illness data by CPSC staff in fulfillment of their agency mission and responsibilities. CPSC shall make a reasonable effort to ensure that CDC-NIOSH have, at their 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:

Signature:  Date: 12-7-09

Name: Kim Miles
Title: Contracting Officer
Address: Division of Procurement Services
U.S. Consumer Product Safety Commission
4330 East West Highway, Room 517
Bethesda, Maryland 20814
Phone: 301-504-7018

Approved and Accepted for CDC/NIOSH:

Signature:  Date: 11/10/09

Name: Kelley A. Durst
Title: Associate Director for Planning and Performance
Address: National Institute for Occupational Safety and Health
2400 Century Parkway NE, M/S E20
Atlanta, Georgia 30345
Phone: 404-498-2500