

**INTERAGENCY AGREEMENT CPSC-I-10-0012  
BETWEEN THE  
US ARMY MEDICAL DEPARTMENT ACTIVITY  
FORT BENNING, GEORGIA  
AND THE  
U.S. CONSUMER PRODUCT SAFETY COMMISSION**

**I. INTRODUCTION**

The US Army Medical Department Activity, Fort Benning, Georgia, (hereinafter called USAMEDDAC), agrees to furnish the U.S. Consumer Product Safety Commission (hereinafter called CPSC) the services described herein and in accordance with the terms and conditions set forth under III, Statement of Work, below.

**II. PURPOSE**

The purpose of this Interagency Agreement is to continue the services that USAMEDDAC provided under Interagency Agreement CPSC-IAG-08-0006 with the CPSC for continued participation in the National Electronic Injury Surveillance System (NEISS) with CPSC during the period set forth in VIII, below.

**III. STATEMENT OF WORK**

The USAMEDDAC shall furnish services and facilities to conduct the work as set forth below.

**A. Hospital's Scope of Work**

Independently, and not as an agent of the U.S. Consumer Product Safety Commission (CPSC), the USAMEDDAC shall provide the personnel and facilities, except as provided in Paragraph V., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT, necessary to electronically transmit, on a daily basis, data on specified cases treated in the USAMEDDAC's emergency room.

**1. NEISS SURVEILLANCE REPORTS (Item No. 1)**

- a. The USAMEDDAC shall establish a control system within the hospital to ensure that all consumer product-related physical injuries, injuries resulting in death, and dead-on-arrival cases, treated or otherwise processed by the USAMEDDAC as emergency cases, will be reported to CPSC in the detail specified herein.
- b. The USAMEDDAC shall review the hospital emergency case records on a daily basis and code all "in-scope" cases as defined by the NEISS Coding Manual provided by the Government, and other categories of cases that CPSC may add on behalf of other Federal agencies. See also Paragraph III, A.2.

- c. The USAMEDDAC shall enter the coded information from the "in-scope" emergency department(s) cases to CPSC daily, into a personal computer. Cases treated on weekends and Federal holidays shall be transmitted on the next regular working day. Transmission shall be via a Personal computer supplied by CPSC and in accordance with the procedures specified by the CPSC. CPSC will provide training and guidance on how to enter the data.
- d. When the USAMEDDAC is notified by CPSC, by telephone or personal computer, that a specific transmitted case is one of the occasional cases selected for a follow-up inquiry, the USAMEDDAC shall supply the name, address and telephone number of the patient to the CPSC representative. No additional payment will be made to the USAMEDDAC for supplying this information. Follow-up inquiries will be performed by telephone or in person by representatives of CPSC or other Federal agencies. Such inquiries will only be performed on a small fraction of the USAMEDDAC's reported injury cases, i.e., approximately 1%. Patient identification information provided to CPSC will only be supplied to trained interviewers to permit them to gather additional etiologic or epidemiologic data about selected cases from the patient, relatives, or other individuals who might be aware of the detailed circumstances surrounding an injury. CPSC will keep the information as to identity of the victim confidential and remove patient identification information from all reports and documents maintained by CPSC. CPSC will not supply patient identification information to other agencies unless they provide assurances that they will not release this information without prior patient consent. (See HIPAA letter, Attachment 2.)

e. SPECIAL SURVEY REPORTS

CPSC may, from time to time, request the USAMEDDAC to temporarily provide additional information beyond that specified in the NEISS Coding Manual, (e.g., type of fireworks involved) in support of a special survey. Not more than six (6) special surveys will be conducted by CPSC during a one-year period and each survey will normally run for a one-month period. Cases identified as part of special surveys will not constitute more than 5 percent of the total product-related cases to be reported by the USAMEDDAC during the performance period. Instructions pertaining to each special survey will be sent to the USAMEDDAC approximately two (2) weeks in advance of each survey. Patient identification will not be required except for occasional cases selected for a follow-up inquiry as described in III, A.1.d. CPSC will reimburse the USAMEDDAC for these special survey reports at the same price as regular Surveillance Reports.

f. ALL TRAUMA REPORTING

- 1. In order to provide information on ALL trauma injury cases seen/treated in the emergency department, the definition of in-scope cases is hereby broadened (see III, A.2., Supplemental/ Special Study Reports).

2. The USAMEDDAC shall report ALL trauma injury cases seen/treated in the emergency department, as described in the attached sheet entitled "Expanding National Electronic Injury Surveillance System (NEISS) Reporting Rule" (attachment I).
3. Performance of work for ALL trauma injury reporting shall begin October 1, 2009, and shall not extend beyond September 30, 2010.

## 2. SUPPLEMENTAL/SPECIAL STUDY REPORTS (Item No. 2)

- a. The Commission may enter into formalized agreements with other Federal agencies to collect and assemble information through the NEISS to carry out special inquiries on injuries that would be of particular interest to the other agency. In these instances only, the definition of in-scope cases may be broadened and the USAMEDDAC shall code and transmit additional cases in accordance with additional coding instructions to be issued by the CPSC Project Officer.
- b. Such additional cases shall contain the same data elements as required in Paragraph III, A., NEISS Surveillance Reports, but these reports may also require some additional data elements, e.g., symptoms, treatment, time of incident. The reporting of these additional data elements for such "supplemental" type cases will require an estimated 25% more time per case than Surveillance Reports.

## 3. ORIENTATION AND TRAINING

CPSC will provide NEISS orientation and training to all involved USAMEDDAC personnel. CPSC will also provide technical instructions on case selection, coding, and reporting. The USAMEDDAC shall make available his/her personnel for basic training not to exceed 16 hours per person for the NEISS coder and back-up coder immediately after contract award and as personnel are replaced. This training will be provided at a site within the geographical area covered by the USAMEDDAC. The personnel responsible for coding and transmitting will be required to attend brief training seminars at a location other than their geographical area. Since these training seminars are designed to enhance the NEISS coder's reporting knowledge and skills, exemption from attendance will only be permitted for health or other significant reasons. Prior to such training seminars, the USAMEDDAC will be notified in advance with specific details. CPSC will reimburse the USAMEDDAC for actual travel costs not to exceed those specified in the Federal Travel Regulations.

## 4. PERIODIC MEETINGS

The USAMEDDAC staff assigned to this contract shall arrange periodic meetings, at least monthly, with hospital emergency room and other staff involved with the injury surveillance activity in order to promote effective injury reporting and awareness of product safety issues. Such meetings shall be planned and implemented in coordination with the hospital administration.

#### 5. CONTRACTOR PERSONNEL

The USAMEDDAC shall be responsible for the continued and timely reporting of data as described in this agreement. Toward this end, the USAMEDDAC shall provide for back-up personnel to assume the function of NEISS reporting in the absence of the USAMEDDAC's regular designated personnel.

#### 6. PERSONAL COMPUTER INSTALLATION

CPSC will provide the USAMEDDAC with a personal computer. If necessary, the USAMEDDAC shall arrange with local companies for the services or equipment specified by the CPSC Project Officer for connecting the computer to a telephone line and/or the internet. CPSC will reimburse the USAMEDDAC for the cost of installing necessary equipment or services.

#### 7. MONTHLY RECURRING COMMUNICATION CHARGES

The personal computer generally can be connected to an existing telephone line and/or internet service provider. If the USAMEDDAC and CPSC jointly agree that it is necessary to install a new service for this purpose, then CPSC will reimburse the USAMEDDAC for the monthly recurring charges.

#### 8. SUPPLIES AND REPAIRS TO MICROCOMPUTER

- a. The USAMEDDAC shall contact CPSC for all necessary supplies and repairs to the personal computer. The USAMEDDAC will not be reimbursed for supplies and repairs acquired at the USAMEDDAC's own expense from private concerns unless the CPSC Contracting Officer approves such purchases or services in advance.
- b. If necessary, the USAMEDDAC may be required to package and ship the computer to a designated place for repairs. In such event, CPSC will provide a replacement computer and pay for packaging materials and shipping costs at no expense to the USAMEDDAC.

### IV. PERFORMANCE STANDARDS

MINIMUM STANDARDS – The USAMEDDAC shall meet the following standards:

- a. Average lag between treatment and collection date shall not exceed five (5) days. Adjustment may be made for record access delay if confirmed and acceptable to CPSC.
- b. Percent of cases with error messages shall not exceed 5%.
- c. All treatment dates shall be accounted for with adequate number of cases reported or message that no in-scope cases were found.

V. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

1. The Government will furnish to the hospital for use in connection with this Agreement the materials set forth below:

NEISS Coding Manual (January, 1997)  
NEISS Coding Sheets (Revised January, 1992)  
Special Survey Instructions, as necessary  
Additional Supplemental Surveillance Instructions, as necessary  
Any revisions to the above materials  
Personal computer

2. All materials provided hereunder are for exclusive use in performance of this Interagency Agreement. Any such material not expended in performance of this Agreement shall be returned to CPSC upon completion of the Agreement.

VI. PROJECT OFFICERS:

FOR USAMEDDAC:

MAJ. Heidi P. Mon  
Chief, Resource Management Division  
US Army Medical Department Activity  
Fort Benning, Georgia 31905  
Telephone (706) 544-3493

FOR CPSC:

Randolph Mitchell  
CPSC, Division of Hazard & Injury  
Data Systems  
4330 East West Highway, Rm 604  
Bethesda, Maryland 20814-4408  
Telephone (800) 638-8095, x6962

VII. REIMBURSEMENT

The USAMEDDAC shall be reimbursed for the services and facilities required to provide daily transmittal of emergency room medical records as set forth below:

FY-2010  
OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

<u>Item</u> <u>Supplies/Services</u>	<u>Quantity</u> Estimated	<u>Unit Price</u>	<u>Total Price</u>
1. NEISS Surveillance Reports and Special Survey Reports.	7,000 ea.	\$2.43	\$17,010.00

MINIMUM QUANTITY: 1,750  
MAXIMUM QUANTITY: 8,750

VII. REIMBURSEMENT (con't)

<u>Item</u>	<u>Supplies/Services</u>	<u>Quantity</u> Estimated	<u>Unit Price</u>	<u>Total Price</u>
2.	Supplemental/ Special Study Reports.	600 ea.	\$0.60	\$ 360.00
	MINIMUM QUANTITY: 60			
	MAXIMUM QUANTITY: 600			
3.	Reimbursement for estimated monthly recurring communication charges from 10/01/09 through 06/30/10.	9 mo.	\$6.00	\$ 54.00 \$17,424.00

VIII. PERIOD OF AGREEMENT

The period of this Agreement is October 1, 2009 through September 30, 2010. Modification of this Agreement shall be by mutual consent of the parties; however, if either party desires to terminate this Agreement, a written notice to the other party shall be forwarded and received thirty (30) days in advance of the desired termination date.

IX. OTHER STIPULATIONS

The processing of data is performed in the Division of Hazard and Injury Data Systems, Directorate for Epidemiology, U.S. Consumer Product Safety Commission, headquartered in Bethesda, Maryland. Tabulations of pertinent data are prepared periodically and, if requested, will be made available to the USAMEDDAC.

X. DISCLOSURE OF INFORMATION

1. The USAMEDDAC shall submit to the Commission any report, manuscript or other document containing the results of work performed under this Agreement, before such document is published or otherwise disclosed to the public, to assure compliance with Section 6(b) of the Consumer Product Safety Act (15 U.S.C. Section 2055(b)), Commission regulations (16 C.F.R. Part 1101), and a Commission directive (Order 1450.2). These provisions restrict disclosure by Commission contractors of Information that (1) permits the public to identify particular consumer products or (2) reflects on the safety of a class of consumer products. Prior submission allows the Commission staff to review the USAMEDDAC's information and comply with the applicable restrictions. CPSC should be advised of the USAMEDDAC's desire to submit or publish an abstract or a report as soon as practical.

2. Any publication of or publicity pertaining to, the USAMEDDAC's document shall include the following:

"This project has been partially funded with Federal funds from the United States Consumer Product Safety Commission under this Interagency Agreement. The content of this publication does not necessarily reflect the views of the Commission, nor does mention of trade names, commercial products, or organizations imply endorsement by the Commission."

XI. AVAILABILITY OF FUNDS

Funds are not presently available for the option period October 1, 2010 through September 30, 2011. The CPSC's obligation under this agreement is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the CPSC for any payment may arise until funds are made available to the CPSC for this agreement and until the USAMEDDAC receives notice of such availability, to be confirmed in writing by the CPSC.

XII. OPTION TO EXTEND THE TERM OF THE AGREEMENT

At the option of the CPSC, this agreement is renewable for the period October 1, 2010 through September 30, 2011, for the quantities and unit pricing as specified below (see XIII, REIMBURSEMENT FOR OPTION PERIOD), by the CPSC giving written notice of renewal to the USAMEDDAC prior to the expiration date of the previous agreement period; provided that, the CPSC shall give preliminary notice of the CPSC's intention to renew at least 30 days before the agreement is to expire. (Such preliminary notice shall not be deemed to commit the CPSC to renewals.)

XIII. REIMBURSEMENT FOR OPTION PERIOD (FY-2011)

FY-2011  
OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011

<u>Item</u>	<u>Supplies/Services</u>	<u>Quantity</u> Estimated	<u>Unit Price</u>	<u>Total Price</u>
4.	NEISS Surveillance Reports and Special Survey Reports.	7,000 ea.	\$2.43	\$17,010.00
	MINIMUM QUANTITY:	1,750		
	MAXIMUM QUANTITY:	8,750		

XIII. REIMBURSEMENT FOR OPTION PERIOD (FY-2009) (con't)

<u>Item</u>	<u>Supplies/Services</u>	<u>Quantity</u> Estimated	<u>Unit Price</u>	<u>Total Price</u>
5.	Supplemental/ Special Study Reports.	600 ea.	\$0.60	<u>\$ 360.00</u> \$17,370.00
	MINIMUM QUANTITY:	60		
	MAXIMUM QUANTITY:	600		

XIV. INDEFINITE QUANTITIES

1. It is impossible to determine the exact quantities of reports described herein that will be required during the performance of the contract; however, funds for the minimum quantity for Items 1 and 2 of this Agreement (basic agreement) and Items 4 and 5 of this Agreement (option period) will be obligated and paid for unless the Agreement is terminated for default or convenience during the period of performance. The USAMEDDAC is obligated to furnish all reports of the type described herein up to the maximum quantity.
2. The total maximum amount to be expended under the Agreement shall not exceed the grand totals shown in this Agreement for the basic agreement and the option period. When the total amount billed for services rendered under the Agreement equals this amount, the USAMEDDAC must immediately give written notice to CPSC.

XV. PRIVACY ACT

This Interagency Agreement does not require the USAMEDDAC to maintain a system of records as defined in the Privacy Act of 1974. More specifically, the USAMEDDAC is not required to, and agrees not to, maintain a system of records for or on behalf of the U.S. Consumer Product Safety Commission, in which any records or any personal data are indexed by, or retrieved by, a person's name, social security number, or any other unique identification.

XVI. AUTHORITY

This Agreement is entered into pursuant to the authority of Section 27(g) of the Consumer Product Safety Act, (15 U.S.C. 2076(g)).

XVII. ACCOUNTING & APPROPRIATION DATA:

This Agreement is being fully funded in the amount of \$17,424,00 for the period October 1, 2009 through September 30, 2010.

For CPSC:

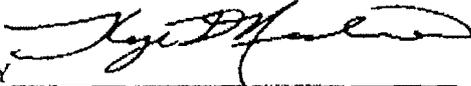
ALC: 61-00-0001  
TIN: 520978750  
DUNS: 069287522  
US TREAS CODE: 61-0100

For USAMEDDAC:

ALC:  
TIN: 582044408  
DUNS: 617276543  
US TREAS CODE:

ACCT. & APPROP. DATA:  
0100A10DPS 2010 1117900000  
EXFM004310 252E0

APPROVED AND ACCEPTED FOR THE  
US ARMY MEDICAL DEPARTMENT ACTIVITY  
FORT BENNING, GEORGIA

BY 

Koji D. Nishimura, COL, MC  
Commanding

TITLE Commander

DATE \_\_\_\_\_

APPROVED AND ACCEPTED FOR  
THE U.S. CONSUMER PRODUCT  
SAFETY COMMISSION

BY 

Doris B. Kessler

TITLE Contracting Officer

DATE 5-13-10