



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) <b>12FED1213232</b>	2. PARTICIPATING AGENCY IAA #: <b>CPSC IAG-99-1155-MOD#26</b>	3. TYPE OF AGREEMENT <input type="checkbox"/> New <input checked="" type="checkbox"/> Modification <input type="checkbox"/> Administrative Modification Number: 2
--	--	---

4. TITLE OF PROJECT:  
**(IA#09-16) National Survey of Non-Fatal Occupational Injuries Using NEISS**

5. DESCRIPTION OF WORK: (Please attach) <b>See Attached 11</b>	6. AMOUNT: (Not to exceed without written modification) <b>\$281,100.00</b>
---	--

7. NAME AND ADDRESS OF PARTICIPATING FEDERAL AGENCY: <b>U.S. Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814-4408 DUNS# 069287522 Appropriation# 12 PS EXFM 4310 11179 252E0</b>	LIAISON NAME: <b>Tom Schroeder</b>	PHONE #: <b>(301) 504-7431</b>
	EMAIL ADDRESS: <b>TSchroeder@cpsc.gov</b>	FAX #:

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

9. PROJECT PERIOD: From: <b>06/01/2012</b> through: <b>09/30/2013</b>	FUNDING PERIOD: from: <b>06/01/2012</b> through: <b>09/30/2012</b>
--	---

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 (CDC Internal form 6012 - modified Document History Record)							APPROPRIATION NUMBER: <b>75120953</b>
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. (5 digits) (Required)	BACS (10 digits) (For Budget Use Only)	\$ AMOUNT
050	12	214	12FED1213232	927ZKMA	25103	5611PH1101	\$90,000.00
050	12	214	12FED1213232	927ZJMK	25103	5611111501	\$175,000.00
050	12	214	12FED1213232	921Z9CM	25103	5611RF1101	\$16,100.00
(921Z9CM Appropriation # 75120943)							

6012 ADMINISTRATIVE APPROVAL NAME and EMAIL ADDRESS: (Please print) <b>Jane Andreaggi JAndreaggi@cdc.gov</b>	FMO BUDGET ANALYST SIGNATURE:   <b>(Should not be the same as Block #18)</b>
	ADMINISTRATIVE APPROVAL SIGNATURE: 



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 #: 12FED1213232

13. ADMINISTRATIVE BILLING REQUIREMENTS: CDC's ALC is **7 5 0 9 0 4 2 1**. Other Agency ALC: *(required)* 61-00-0001

Billing is to be made through the use of the Intragovernmental Payment and Collection (IPAC) system. Please include CDC's Official IAA # from Block #1 on all IPAC 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/IPAC Desk, MS D-06, 12 Executive Park Drive, GA 30329. (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: IPAC Desk, MS D-06, 12 Executive Park Drive, GA 30329.

15. PARTICIPATING AGENCY FUNDING and/or INFORMATION.

*(Please include name, telephone number, and email address of contact person.)*

Name:	Telephone #:	Email:
Priscilla I. Susi, Director, Division of Financial Services	(301) 504-7566	PSusi@cpsc.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:

Date: 5/10/12

19. PARTICIPATING AGENCY ACCEPTANCE: *(please print)*

Name: Donna Hutton

Title: Contracting Officer

Email address: dhutton@cpsc.gov

Signature:

Date: 7/25/12

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 conducting followback telephone interviews of victims with work-related injury and illness 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 and conduct the follow-up interviews. 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, one of the interview studies being funded by this agreement is a continuing project on injuries of emergency medical services providers that NIOSH has been conducting with CPSC for the last three years.

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: 5/10/12

PGO APPROVAL

John R. Columbia  
Contracting Officer  
ARC@cpcc.gov

Signature: *John R. Columbia*

Date: 5-22-12

**INTERAGENCY AGREEMENT BETWEEN  
THE CONSUMER PRODUCT SAFETY COMMISSION  
AND  
THE NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH  
(CDC 12FED1213232; CPSC IAG-99-1155-MOD#26)**

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 the Interagency Agreement (CDC 12FED1213232; CPSC-IAG-99-1155 Mod#24) between NIOSH and the CPSC. This is modification #26 in the ongoing series of agreements between NIOSH and CPSC to conduct occupational injury surveillance through the NEISS. This interagency agreement is related to the expansion of the National Electronic Injury Surveillance System (NEISS) to include all work-related incidents (NEISS-Work).

This amendment covers three special studies that CPSC will conduct for NIOSH in addition to the routine NEISS-Work data collection funded in FY2012 under the prior modification (CPSC-IAG-99-1155 Mod#24). Details of each special study are outlined below.

**I. DESCRIPTION OF SERVICES**

**a. Background**

CPSC contracts with hospital emergency departments 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.

Previously, CPSC has implemented for joint benefit of CPSC and CDC-NIOSH, structured telephone interviews of injured/ill parties. For example, CPSC has been conducting interviews of injured emergency medical services (EMS) providers as funded under CPSC-NIOSH interagency agreement **CPSC IAG-99-1155-MOD#23**. These telephone interview studies provide a wealth of injury etiology and injured worker information that is not attainable by other direct means.

At least annually, CPSC conducts visits to NEISS hospitals to provide onsite training to the medical record abstractors and to conduct a quality control evaluation of the

consumer product-related injury case capture. CPSC includes a limited evaluation of the work-related case reporting.

b. Purpose

This agreement is an Amendment to Interagency Agreement CDC No. 12FED1213232 to provide funding for three telephone interview studies. This funding is in addition to the funding previously provided in Fiscal Year 2012 for the continued collection of work-related injury and illness data. The project period is from June, 2012 through September, 2013 with a funding period of June through September, 2012.

c. Statement of Work

i. Interview studies

1. 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 EMS workers as previously funded under CPSC-NIOSH interagency agreement CPSC IAG-99-1155-MOD#23. These interviews are referred to in short as the "EMS followback" study.
2. In addition, CPSC agrees to continue to implement a second structured telephone interview study of injured/ill workers with a focus on self-employed workers and chronic occupational conditions as previously funded under CPSC-NIOSH interagency agreement CPSC IAG-99-1155-MOD#23. These interviews are referred to in short as the "Worker status/conditions followback" study.
3. Furthermore, CPSC agrees to continue to implement a third structured telephone interview study of injured/ill employed individuals treated in a NEISS-Work hospital to gain an understanding of the incentives and disincentives to reporting occupational injuries and illnesses as previously funded under CPSC-NIOSH interagency agreement CPSC IAG-99-1155-MOD#23. Two separate, but similar interview questionnaires will be provided by CDC-NIOSH for the study subpopulations. These interviews are referred to in short as the "Barriers to reporting" study.

ii. Interview study case definitions

1. For the EMS followback study the case definition shall remain the same as in the current ongoing interview study. Interviews shall be conducted of EMS workers or other individuals suspected of providing emergency medical services at the time they incurred a work-related injury or illness. CDC-NIOSH previously provided detailed case selection criteria.
2. For the Worker status/conditions followback study interviews shall remain the same as in the current ongoing interview study. Interviews shall be collected from a sample of workers treated in NEISS-Work hospitals based on case selection criteria provided by CDC-NIOSH and using a Westat case sampling program or equivalent software.
3. For the Barriers to reporting study interviews shall remain the same as in the current ongoing interview study. Interviews shall be collected from a sample of employed individuals who incurred an occupational injury/illness and a

sample of employed individuals who incurred a non-occupational injury/illness based on case selection criteria provided by CDC-NIOSH and by using a Westat case sampling program developed for CDC-NIOSH or equivalent software.

**iii. Interviews**

1. CPSC will use the case definition criteria defined by CDC-NIOSH for each interview study and identify, largely through auto-software selection, specific cases appropriate for each study. CPSC will 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 send a pre-interview letter to each potential participant and then make at least ten attempts to reach each potential participant by telephone.
2. For the EMS worker followback study funding is provided for nominally 161 completed interviews in a 12 month period (~mid-September 2012 through ~mid-September 2013).
3. For the Worker status/conditions followback study funding is provided for up to 1750 completed interviews and associated eligibility screening interviews in a 12 month period (~mid-September 2012 through ~mid-September 2013).
4. For the Barriers to reporting followback study funding is provided for up to 900 completed interviews of employed individuals with an occupational or non-occupational injury/illness and associated eligibility screening interviews in a 12 month period (~mid-September 2012 through ~mid-September 2013).
5. NIOSH has provided CPSC a computer aided telephone interview (CATI) questionnaire as approved by the CDC-NIOSH Human Subjects Review Board (HSRB) and the Office of Management and Budget (OMB) for the ongoing EMS followback study. CDC-NIOSH and CPSC, upon mutual agreement and following any needed review by HSRB, may modify the study protocols to best meet the intended purpose of this data collection effort.
6. Prior to beginning interviews for the Worker status/conditions study and the Barriers to reporting study NIOSH will provide CPSC CATI questionnaires approved by the CDC-NIOSH HSRB and OMB. CDC-NIOSH and CPSC, upon mutual agreement and following any needed review by HSRB, may modify the study protocols to best meet the intended purpose of this data collection effort.

**iv. Interview results**

1. CDC-NIOSH, in collaboration with CPSC and other partners where appropriate, shall conduct all data analyses and share results with CPSC.

**v. Public dissemination of data**

1. CDC-NIOSH will be responsible for any public release of data, including printed and/or electronic dissemination, arising from these studies. 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, 2012.

**III. ESTIMATED COSTS**

Total estimated costs are \$281,100. This cost estimate is broken down into the following sub-categories:

- \$16,100 for EMS followback interviews and related costs
- \$175,000 for Worker status/conditions followback interviews and related costs
- \$90,000 for Barriers to reporting followback interviews and related costs

TOTAL: \$281,100 ✓

The distribution of funds within the categories may be modified as needed by CPSC to complete the telephone interviews as outlined above.

**IV. 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 VI).

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

Under terms of this agreement, CDC-NIOSH will effect the transfer of \$281,100 to CPSC in Fiscal Year 2012 immediately upon receipt of this signed Interagency Agreement and billing statements.

**VI. ACCOUNTING AND BILLING INFORMATION**

Funds for this project for FY2012 in the amount not to exceed \$281,100.00 will be transferred to CPSC via IPAC using the following account data:

	<u>From</u>	<u>To</u>
Agency	NIOSH	CPSC
Appropriation	75120953	0100A12RPS-1117900000- EXFM004310-252E0
EIN	586051157	US Treas Code: 61100100
ALC	75090421	61-00-0001
DUNS #	927645465	069287522
CAN	927ZKMA(\$90,000)	TIN: 520978750

-2012-

✓

CAN	927ZJMK(\$175,000)	
Object class	25103	252E
Amount	\$265,000	\$265,000
Agency	NIOSH	CPSC
Appropriation	75120943	0100A12RPS-1117900000- EXFM004310-252E0
EIN	586051157	US Treas Code: 61100100
ALC	75090421	61-00-0001
DUNS #	927645465	069287522
CAN	921Z9CM(\$16,100)	TIN: 520978750\
Object class	25103	252E
<b>TOTAL:</b>	<b>\$281,100</b>	

When billing NIOSH through the IPAC system, CPSC will reference agreement number CDC 12FED1213232; CPSC-IAG-99-1155 Mod#26.

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: Larry L. Jackson  
NIOSH/DSR/SFIB  
1095 Willowdale Road, MS H1808  
Morgantown, WV 26505  
(304)285-5980  
[LLJackson@cdc.gov](mailto:LLJackson@cdc.gov)

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

**XI. BUDGET CONTACTS**

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

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

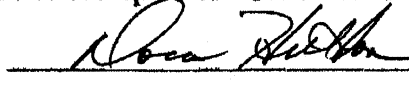
From time to time, CPSC may be contracted by other agencies to collect supplemental information on specific cases that include work-related injuries and illnesses. Because the activities of the contracting agency and subsequent release of the worker data collected has the potential to significantly harm 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.

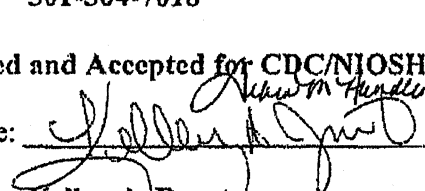
The provisions in this section, Information Safeguards, shall not in any way prohibit or limit the use of the NEISS work-related injury and illness data by CPSC staff in fulfillment of their agency mission and responsibilities. CPSC shall make a reasonable effort to ensure that CDC-NIOSH have, at their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

Signature:  Date: 7/25/12

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

**Approved and Accepted for CDC/NIOSH**

Signature:  Date: 5/10/2012

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