

2. CONTRACT (Proc. Inst. Ident.) NO. EECN130035  
 3. EFFECTIVE DATE 10/01/2012  
 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 2113FPSLP0042  
 5. ISSUED BY CODE CFASD  
 6. ADMINISTERED BY (If other than Item 5) CODE FPIND  
 Equal Employment Opportunity Comm. 131 M Street N.E. 4th Floor Washington DC 20507  
 Equal Employment Opportunity Comm. 101 West Ohio Street Suite 1900 Indianapolis IN 46204-4203

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  
 LEXINGTON FAYETTE COUNTY HUMAN  
 162 E. MAIN ST STE 226  
 LEXINGTON KY 40507  
 8. DELIVERY  FOB ORIGIN  OTHER (See below)  
 9. DISCOUNT FOR PROMPT PAYMENT  
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE 000174 FACILITY CODE  
 11. SHIP TO/MARK FOR CODE IND00  
 12. PAYMENT WILL BE MADE BY CODE GCE  
 Indianapolis District Office 101 West Ohio Street Indianapolis IN 46204-4203  
 Equal Employment Opportunity Comm. PO Box 8790 Reston VA 20195-8790

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  
 10 U.S.C. 2304 (c) ( )  41 U.S.C. 253 (c) ( 5 )  
 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$48,150.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)  
 18.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) Raymond A. Sexton, Executive Director  
 20A. NAME OF CONTRACTING OFFICER Anthony Price  
 19B. NAME OF CONTRACTOR  
 19C. DATE SIGNED 05/10/2013  
 20B. UNITED STATES OF AMERICA  
 20C. DATE SIGNED 5/16/13

BY *Raymond A. Sexton* (Signature of person authorized to sign)  
 BY *Anthony Price* (Signature of the Contracting Officer)

**CONTINUATION SHEET**

REFERENCE OF DOCUMENT BEING CONTINUED  
EECCN130035

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NAME OF OFFEROR OR CONTRACTOR

LEXINGTON FAYETTE COUNTY HUMAN

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Period of Performance: 10/01/2012 to 09/30/2013</p> <p>TITLE VII, ADEA, ADA , AND GINA CHARGE RESOLUTIONS:</p> <p>Processing and Resolving, Title VII, ADEA, ADA and GINA Charges. Each Charge must have been filed since October 1, 2008, (or since October 1, 2007, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation) and resolved in accordance with a charge resolution plan if applicable. Obligated Amount: \$46,150.00</p> <p>Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSLP0SLCR00-FPIND0-251010 Funded: \$46,150.00</p>	71	JA	650.00	46,150.00
0002	<p>TITLE VII, ADEA, ADA, AND GINA INTAKE SERVICES:</p> <p>Provide Intake Services for charges, with affidavits, filed during the period October 1, 2012 to September 30, 2013. at a price of \$50 per charge. Obligated Amount: \$600.00</p> <p>Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSLP0SLINTK-FPIND0-251010 Funded: \$600.00</p>	12	JA	50.00	600.00
0003	<p>FY 2013 EEOC/FEPA TRAINING CONFERENCE:</p> <p>Training to facilitate succesful completion of contract, which must include attendance at EEOC - Sponsored Annual Conference. Obligated Amount: \$1,400.00</p> <p>Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSLP0SLTRNG-FPIND0-251010 Funded: \$1,400.00</p> <p>Continued ...</p>	1	JA	1,400.00	1,400.00

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR  
LEXINGTON FAYETTE COUNTY HUMAN

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>OPTION YEAR 1 - TITLE VII, ADEA, ADA, AND GINA CHARGE RESOLUTIONS:</p> <p>Processing and Resolving, Title VII, ADEA, ADA, and GINA Charges. Each Charge must have been filed since October 1, 2009, (or since October 1, 2008, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation) and resolved in accordance with a charge resolution plan if applicable. Obligated Amount: \$0.00</p> <p>Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSPSLPOSLCR00-FPIND0-251010 Funded: \$0.00</p>		JA	0.00	0.00
0005	<p>OPTION YEAR 1 - TITLE VII, ADEA, ADA AND GINA INTAKE SERVICES:</p> <p>Provide Intake Services for charges, with affidavits, filed during the period October 1, 2013 to September 30, 2014, at a price of \$50 per charge. Obligated Amount: \$0.00</p> <p>Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSPSLPOLINTK-FPIND0-251010 Funded: \$0.00</p>		JA	0.00	0.00
0006	<p>OPTION YEAR 1 - FY 2014 EEOC/FEPA TRAINING CONFERENCE:</p> <p>Training to facilitate successful completion of contract, which must include attendance at EEOC-sponsored Annual Conference. Obligated Amount: \$0.00</p> <p>Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSPSLPOLTRNG-FPIND0-251010 Funded: \$0.00 Continued ...</p>		JA	0.00	0.00

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NAME OF OFFEROR OR CONTRACTOR  
LEXINGTON FAYETTE COUNTY HUMAN

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	<p>OPTION YEAR 2 - TITLE VII, ADEA, ADA, AND GINA CHARGE RESOLUTIONS:</p> <p>Processing and Resolving, Title VII, ADEA, ADA, and GINA Charges. Each Charge must have been filed since October 1, 2010, (or since October 1, 2009, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation) and resolved in accordance with a charge resolution plan if applicable. Obligated Amount: \$0.00</p> <p>Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSPSLPOSLCR00-FPIND0-251010 Funded: \$0.00</p>		JA	0.00	0.00
0008	<p>OPTION YEAR 2 - TITLE VII, ADEA, ADA, AND GINA INTAKE SERVICES:</p> <p>Provide Intake Services for charges, with affidavits, filed during the period October 1, 2014 to September 30, 2015, at a price of \$50 per charge Obligated Amount: \$0.00</p> <p>Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSPSLPOLINTK-FPIND0-251010 Funded: \$0.00</p>		JA	0.00	0.00
0009	<p>OPTION YEAR 2 - FY 2015 EEOC/FEPA TRAINING CONFERENCE:</p> <p>Training to facilitate successful completion of contract, which must include attendance at EEOC-Sponsored Annual Conference. Obligated Amount: \$0.00</p> <p>Accounting Info: 4501001313BD20130100001013SLP00013PS0FPSPSLPOLTRNG-FPIND0-251010 Continued ...</p>		JA	0.00	0.00

**CONTINUATION SHEET**

REFERENCE F DOCUMENT BEING CONTINUED  
EECCN130035

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NAME OF OFFEROR OR CONTRACTOR

LEXINGTON FAYETTE COUNTY HUMAN

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Funded: \$0.00</p> <p>The total amount of award: \$48,150.00. The obligation for this award is shown in box 15G.</p>				

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## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **I. Background**

A. The Equal Employment Opportunity Commission (EEOC) is authorized by statute to use the services of State and Local Fair Employment Practices Agencies (FEPAs) to assist it in meeting its statutory mandate to enforce Title VII of the Civil Rights Act of 1964, as amended (Title VII); the Age Discrimination in Employment Act (ADEA) of 1967, as amended; the Americans with Disabilities Act (ADA) of 1990, as amended; and, the Genetic Information Nondiscrimination Act of 2008. The EEOC also recognizes the need to ensure the employment rights of individuals granted by Federal, State, and Local anti-discrimination laws.

B. As part of the Congressional mandate, the EEOC is required to establish an integrated system for a more expeditious resolution of employment discrimination charges. The EEOC has entered into a partnership with the FEPA, herein referred to as the Contractor, for continuous development and enhancement of this system.

### **II. Scope of Work**

A. The Contractor agrees to work with the EEOC in the maintenance and enhancement of a national, integrated employment discrimination law enforcement and charge resolution system by accomplishing various objectives that include, but are not limited to, the following:

1. Implementation by the Contractor of procedures that provide for professional intake of all charges the FEPA initially receives, prompt notification to respondents, resolution of charges on a current basis, determinations supported by evidence, and resolutions with remedies;
2. The training of Contractor personnel in charge processing procedures compatible with those of the EEOC, on an as needed basis;
3. Use by the Contractor of an employment discrimination charge form that, within statutory limitations, is acceptable to the EEOC and the Contractor;
4. Use by the Contractor of processing terminology (such as common language pertaining to types of resolutions) that is the same as or compatible with that used by the EEOC;
5. The development and maintenance of a system to ensure that the EEOC and the Contractor maintain compatible procedural and substantive standards;
6. The identification by the Contractor and the EEOC of legislative changes that may be appropriate for the establishment of integrated and efficient charge processing systems; and

7. Use of an effective case management system, and as applicable, adherence to a Charge Resolution Plan that:
- a. enhances quality and efficiency in the Contractor's charge resolution systems;
  - b. establishes annual charge resolution objectives and provides mechanisms for fixing accountability and measuring progress toward those objectives;
  - c. develops procedures and processes designed to reduce inventories of dual-filed charges that will ensure maintenance of a charge inventory of less than 365 days; and
  - d. ensures that quality standards are met and are commensurate with the EEOC's policies and statutory responsibilities.

B. When an agreement on the above requirements is reached between the Contractor and the EEOC, they must be included as part of the executed Worksharing Agreement. The effective date of the Worksharing Agreement will run concurrently with the effective date of this contract. Upon execution, the Worksharing Agreement dated September 13, 2012, is incorporated by reference into this contract.

C. The Contractor and EEOC, as a condition to the maintenance of this contract, shall approve the Worksharing Agreement. Once the Contractor or the EEOC has been designated to process the charge, only the designated party will process the charge. The other party shall refrain from processing the charge pending completion by the initial processor to preclude duplication of effort.

D. The Contractor shall:

1. Implement in partnership with the EEOC, a system that permits each party to perform various functions on behalf of the other, for example, accepting charges for each other, within the statutory limitations; and

2. Commit itself to maintenance of effort. Should the Contractor or the governmental body that provides its funds (a) reduce the Contractor's resources in anticipation of or as a result of the EEOC contract funds, (b) place restrictions on the use of its funds, or (c) revise the Contractor's operating procedures or regulations that impact on its ability to perform under its contract, the EEOC may consider it to be a material breach of this contract and may, among other things, reduce its funding of this contract or require the return of all or a portion of the funds provided by the EEOC under this contract.

E. It is understood and expressly agreed to by both parties to this contract that all provisions of the EEOC's Contracting Principles for State and Local FEPA for Fiscal Year **2013** are incorporated in their entirety into this contract.

### III. Statement of Work

Processing of Charges - Title VII Charges, and/or ADEA Charges (if applicable), ADA and/or **GINA Charges** (if applicable):

A. The Contractor shall submit charges to the EEOC for contract credit including, but not limited to, no cause findings, successful settlements, successful conciliations, administrative resolutions, final orders issued following and pursuant to administrative hearings and litigation. The EEOC shall not award any contract credit for resolutions by the Contractor based on no jurisdiction (except in cases where an investigation is actually required to determine jurisdiction) or resolutions based on the charging party's failure to establish a bona fide charge.

B. All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2012** and **September 30, 2013** as follows:

1. All charges will be evaluated and determinations made in accordance with the theories of discrimination in employment as developed under Title VII, the ADEA, ADA, and **the GINA**, as appropriate.

2. Investigation and resolution of individual charges pursuant to this contract shall be conducted in a manner designed to effectuate relief for the charging party and shall be carried out as expeditiously as possible.

3. All final actions, litigation, and intake services for which payment is requested under this contract will be processed and awarded contract credit in compliance with the State and Local Handbook, the ADA Technical Assistance Manual for ADA charges, and the Worksharing Agreement.

4. Contract credit submissions will include final dispositions of charges (i.e. final actions). When administrative appeal rights exist, the final disposition of a charge occurs only after the time for appeal has expired or the appeal has been processed to completion. In cases where the administrative appeal has been processed, the date of the notice of the final result of the appeal is the operative date. This applies in all cases where an administrative appeal is provided, whether the case is administratively resolved, dismissed, decided, or when no cause is found. The fifteen-day period during which a Substantial Weight Review may be requested and/or the period during which a Substantial Weight Review is conducted is not considered for the purposes of computing the operative date of the final disposition of a charge.

5. Contract credit submissions that are not final dispositions will include:

a. Charges to be litigated by the Contractor where the EEOC receives copies of the complaints bearing confirmation of the filing dates with the Court, or other appropriate official confirmation of the filing dates of the complaints;

b. Certain types of charges that must be transferred to the EEOC that are not final actions by the Contractor, as specified in the State and Local Handbook and;

c. Intake services by the Contractor where the EEOC accepts for processing a charge initially filed outside the jurisdiction of the Contractor, or any other FEPA, and for which the Contractor has prepared all charge intake documentation, including a complete affidavit, as required by the EEOC. In addition, contract credit for intake services will be given when the EEOC accepts for processing a charge initially filed with but not jurisdictional with the Contractor and the COR determines and justifies that there is a need to service charging parties who live at great distances from an EEOC or FEPA office.

6. Charge resolutions submitted for contract credit pursuant to this contract will be identified by the Contractor by timely and accurate data entries on the EEOC IMS or any successor system, if applicable. Where the Contractor is not on the EEOC IMS or any successor system, charge resolutions submitted for credit pursuant to this contract will be designated in a monthly status report from the Contractor to the COR.

7. All charges will be processed by the Contractor in accordance with the Contractor's applicable State or Local Laws.

8. Contract credit will not be allowed for any charge subject to a processing fee. If such a fee is imposed or implemented during the period of the contract, the contract may be terminated in accordance with Clause 52.249-4, Termination for Convenience of the Government (Services) (Short Form).

9. The Contractor shall preserve all case files and records relevant to all charges or actions until final disposition of such charges or actions by the Contractor and the EEOC and other federal authorities including federal courts.

#### **SECTION D - PACKAGING AND MARKING**

Charge/case file material and reports to be furnished to the designated field office shall be through the regular U.S. mail and should be adequately packaged to assure safe delivery to the designated office.

#### **SECTION E - INSPECTION AND ACCEPTANCE**

##### **E.1 INSPECTION AND ACCEPTANCE**

- A. Inspection and Acceptance shall be made by the COR. Inspection and acceptance shall be made pursuant to the standards set forth in the EEOC's Compliance Manual, and applicable section(s) of the State and Local Handbook.
- B. The COR will ensure that the Contractor maintains performance that is consistent with the criteria and requirements contained herein, as well as in the Substantial Weight Review Procedures and Worksharing Agreements. The EEOC District Office will conduct an on-site evaluation of the investigative and administrative

charge processing procedures of the Contractor as needed. Accordingly, the Contractor is expected to comply with reasonable requests for providing and/or making available information concerning various aspects of their processes and procedures as they relate to or impact on the management and disposition of the dual-filed inventory. Such information includes but is not limited to staffing information, case management printouts, charge processing documentation, and any other material and data as may be related and/or apply to the processing of dual-filed charges or administration of the contract.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

- A. The period of performance under this contract shall be from **October 1, 2012** through **September 30, 2013**, with two one-year options to extend the term of the contract. (See Section I, 52.217-9 "Option to Extend the Term of the Contract".
- B. The period of performance for Option Period I and Option Period II are as follows:

**Option Period I – October 1, 2013 through September 30, 2014**

**Option Period II – October 1, 2014 through September 30, 2015**

### **F.2 TIME OF DELIVERY/DELIVERABLES**

- A. When the Contractor enters a charge in the EEOC computerized Integrated Mission System (IMS) or any successor system the following procedures shall be used. The Contractor will:
  1. Make accurate and timely charge data entries in the IMS or successor system, and the Contractor is responsible for ensuring that all appropriate charge information is available for extraction by the collection manager in a timely manner. Charge resolutions submitted for contract credit review will not be accepted for payment if it is determined that any required data entry has not been made by the FEPA. A determination not to award contract credit made may be reversed under the procedures set forth in Section III.B.5.a. of the **FY 2013** Contracting Principles.
  2. Enter basic charge data into the IMS or successor system within five days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the **FY 2013** Contracting Principles in order to be eligible to receive contract credit.
  3. Provide EEOC with a list of final actions within a time frame agreed upon by the COR and the Contractor, but usually no later than 30 days after the

resolution of each charge to meet the requirement of Section III. B.2 of the **FY 2013** Contracting Principles. The Contractor must ensure the timely and accurate entry of data into the IMS or successor system. The COR will generate charge data lists and reports through the IMS or successor system to verify that this requirement is being met throughout the term of this contract.

4. Enter all charge data for contract credit submissions through each quarter not later than the 8th calendar day of the month following each quarter.
- B. When the Contractor is not on the IMS or successor system, the following procedures shall be used. The Contractor will:
1. Submit monthly contract production reports to the COR for review. The monthly reports shall consist of EEOC Forms 322 - FEPA Performance Report and 472 - FEPA Charge List. Upon award of the contract, the monthly reports must be received by the COR not later than the 8th calendar day of the month following each month.
  2. Furnish to the COR, separate written reports as may be expressly required.
  3. Provide the EEOC with a list of charge resolutions with respect to dual-filed charges within a time frame agreed upon with the COR, but no later than thirty (30) days after the charge resolution dates. The lists of charge resolutions will be provided on EEOC Form 472. After receipt of the lists, and when requested by the COR, the Contractor will forward all charge file information, or a copy of such information, within five workdays of the requests. The COR may extend or reasonably alter the five-day time frame as deemed necessary and appropriate (For non-certified Contractors, file information must be submitted within five days of submission of the Form 472/resolution listing unless the time frame is extended or otherwise modified by the COR). Failure to timely submit reports and charge file information will result in the denial of contract credit for the affected resolutions.
  4. The Contractor must make timely and accurate submission to the EEOC of EEOC Form 322 and EEOC Form 472. All reports covering the first three quarters of the **FY 2013** contract must be received by the EEOC prior to September 30, **2013**.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION DATA**

- A. Contracting Officer: See Block 20A of SF 26
- B. Inspection and Acceptance: See Section E of the Schedule

C. Accounting and Appropriation Data: See Accounting Line, Accounting and Appropriations Data

D. Contracting Officer's Representative: Ethel Harmon  
State and Local Program Manager  
Indianapolis District Office  
Telephone: (317) 226-6422

E. Paying Office: See Block 12 of SF-26

F. Program Director: Michael J. Dougherty, Director  
State and Local Programs  
Office of Field Programs  
131 M Street, N.E., Fifth Floor  
Washington, DC 20507  
Telephone: (202) 663-4801

## **G.2 CONTRACTING OFFICER**

The Contracting Officer shall be the only individual authorized to modify any of the terms of the contract or redirect the efforts of the Contractor.

## **G.3 CONTRACTING OFFICER REPRESENTATIVE**

The EEOC State and Local Coordinator/Program Manager for the District Office will serve as the Contracting Officer's Representative (COR) during the performance of this contract. The name of the authorized COR will appear in Section G.1 Contract Administration Data. The COR shall monitor the contract for the Program Director and provide the Contractor with technical guidance. Technical guidance shall mean providing details or interpretation of the scope of work and the requirements set forth in the contract. It is intended that any details, interpretations or suggestions furnished shall not constitute any changes in terms and conditions of the contract. The COR has the responsibility for monitoring and evaluating all phases of the Contractor's performance in order to determine compliance with the technical requirements of the contract. The COR is responsible for providing oversight to the District Office District Resource Manager (DRM) for the preparation of the official receiving report to record acceptance in EEOC's financial system procurement module. No payment may be made until a properly completed receiving report is transmitted to the payment office.

## **G.4 INVOICING INSTRUCTIONS**

A. The Contractor shall submit an original invoice(s) and any other information required to make payments to the following address:

US Equal Employment Opportunity Commission  
 P O Box 8790  
 Reston, VA 20195-2690

- B. **The contractor may submit an invoice electronically to the following e-mail address: eeocinvoice@gcecloud.com.**
- C. A copy of the invoice must be sent to the designated COR.

#### **G.5 PAYMENT SCHEDULE**

Upon contract execution, an advance payment invoice not to exceed fifty (50) percent of **the number of charge resolutions stated in the contract**, submitted by the Contractor. Subsequent payments will be based on the Contractor's actual production of accepted charge resolutions. The contractor can submit invoices for actual production on a quarterly basis (**April 12, July 12, and October 11, 2013**). No payment will be made until the contract and subsequent modifications, if any, are returned, properly executed, to the Equal Employment Opportunity Commission, Acquisition Services Division, 131 M Street, N.E., 4<sup>th</sup> Floor, Washington, D.C. 20507.

#### **G.6 CONTRACT ADJUSTMENTS FOR TRAINING**

The EEOC may adjust the contract for training when the following conditions exist:

- A. If the Contractor has not invoiced for training completed within a thirty (30) day period, the Contracting Officer may unilaterally deobligate the amount of funds the government determines to be in excess of the amount needed to pay for training.
- C. In the event the government determines before training is to be conducted that the amount of funds provided under the contract should be reduced or increased as a result of a revised estimation of the amount of funds needed to pay for training, the Contracting Officer may unilaterally modify the contract to provide funds for training in accordance with the government's revised estimate.

### **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 TITLE VII, ADA AND GINA CONFIDENTIALITY PROVISIONS**

- A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA as those provisions are interpreted by the EEOC. The Contractor shall not make public in any manner whatever the following information if said information was obtained from the EEOC:
  1. The existence of a Title VII, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit has been instituted,

2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA lawsuit involving that information has been instituted and,
  3. Things said or done by the parties (i.e. charging parties and respondents, and the EEOC) during the settlement efforts or conciliation of a charge, unless a Title VII, ADA and/or GINA lawsuit has been instituted.
  4. Pursuant to Paragraph 5(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.
- B. EEOC-furnished EEO Reports may be made public by the Contractor during a hearing conducted by the Contractor that involves the above information.

## **H.2 CONTRACT ADJUSTMENTS**

- A. The COR will review production on a quarterly basis. The Contractor is expected to produce approximately 1/4 of the total charge resolutions required under the contract each quarter.
- B. If the annualized linear production of the Contractor's actual production at any time indicates that the Contractor is producing at a rate that would not meet the number of charge resolutions required under the contract, the government may unilaterally modify the contract price and the total number of charge resolutions (downward adjustments) to reflect the annualized charge production projection.
- C. The government has the unilateral option to increase the number of contracted charge resolutions and/or intake services (upward adjustments), based on the actual or projected production of charge resolutions and intake services.

## **H.3 RIGHTS IN DATA**

The Government shall have access to all case files created and developed in the performance of this contract at all reasonable times when they are in the possession of the Contractor. The Contractor shall have access to such case files at all reasonable times while they are in the possession of the EEOC. No case files, reports, studies, findings or other information collected or created in the performance of this contract shall be released by the Contractor except as authorized in accordance with the Confidentiality Provisions set forth at paragraph H.1 above.

#### **H.4 INDEMNIFICATION**

The Contractor shall indemnify the Government, its officers, agents, employees and assignees, for all claims of any nature arising out of the performance of this contract, including costs and expenses resulting from such claims.

#### **H.5 ACKNOWLEDGMENT OF GOVERNMENT**

The Contractor agrees that in the communication or release of all information concerning work performed or work to be performed under this contract, such communication or release, written or oral, shall be jointly approved by the COR and the Contractor, and shall include a statement indicating that the project or effort is co-sponsored by the EEOC.

#### **H.6 DIRECT AND INDIRECT COSTS**

This is a fixed price contract. No additional funds will be added for direct or indirect costs incurred by the Contractor in the performance of services that exceed the unit price(s) indicated in the pricing schedule.

#### **H.7 NOTICE OF ADVERSE COURT ACTION**

The Contractor will provide written notification to the Program Director of any adverse local, state, or federal court decision issued against the Contractor relevant to the Equal Opportunity clause in Section I of this contract. Such notice shall be provided within ten (10) days of the court's decision.

#### **H.8 PRIVACY ACT**

This contract requires the collection, creation and maintenance of records that are subject to the Privacy Act of 1974. See the Privacy Act Notification Clause and the Privacy Act Clause incorporated into this contract in Section I. The records compiled, created and maintained pursuant to this contract are included in the EEOC's Privacy Act System EEOC-3, "Title VII and ADA Discrimination Case Files", or Privacy Act System EEOC-1, "Age and Equal Pay Discrimination Case Files". The contents and operation of these systems are described in Federal Register Notice, "Privacy Act of 1974; Publication of System of Records, Proposed New Systems and Proposed New Routine Uses", dated July 30, 2002, and included in Section J of this contract. The EEOC's Privacy Act regulations, at 29 CFR, Part 1611 are hereby incorporated by reference.

#### **H.9 CHARGE DATA SYSTEM - DATABASE**

The Contractor is expected to reconcile its data base with the EEOC's data base as necessary and appropriate. If significant discrepancies occur and cannot be eliminated through a routine reconciliation, the EEOC may request a hard inventory of the Contractor's charge inventory. Such hard inventory must be conducted in accordance with guidelines prescribed by the EEOC.

## SECTION I – CONTRACT CLAUSES

### **52.217-9 Option to Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

### **52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov/far/index.html](http://www.acquisition.gov/far/index.html).

(End of clause)

Clause Number	Clause Title
52.202-1	Definitions. (JAN 2012)
52.203-3	Gratuities. (APR 1984)
52.203-5	Covenant Against Contingent Fees. (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
52.203-7	Anti-Kickback Procedures. (OCT 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-7	Central Contractor Registration. (DEC 2012)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)
52.215-2	Audit and Records - Negotiation. (OCT 2010)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.222-3	Convict Labor. (JUN 2003)
52.222-21	Prohibition of Segregated Facilities. (FEB 1999)
52.222-26	Equal Opportunity. (MAR 2007)

52.222-35	Equal Opportunity for Veterans. (SEP 2010)
52.222-36	Affirmative Action for Workers with Disabilities. (OCT 2010)
52.222-37	Employment Reports Veterans. (SEP 2010)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons. (FEB 2009)
52.222-54	Employment Eligibility Verification. (JUL 2012)
52.223-6	Drug-Free Workplace. (MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
52.224-1	Privacy Act Notification. (APR 1984)
52.224-2	Privacy Act. (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments). (APR 2003)
52.232-1	Payments. (APR 1984)
52.232-8	Discounts for Prompt Payment. (FEB 2002)
52.232-11	Extras. (APR 1984)
52.232-25	Prompt payment. (OCT 2008)
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
52.233-1	Disputes. (JUL 2002)
52.233-3	Protest after Award. (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
52.242-2	Production Progress Reports. (APR 1991)
52.243-1 *A1	Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1987)
52.244-6	Subcontracts for Commercial Items. (DEC 2010)
52.245-1	Government Property. (APR 2012)
52.249-4	Termination for Convenience of the Government (Services) (Short Form). (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)
52.252-2	Clauses Incorporated by Reference. (FEB 1998)
52.253-1	Computer Generated Forms. (JAN 1991)

### **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **SECTION J - LIST OF ATTACHMENTS**

**Attachment A - Worksharing Agreement for FY 2013**

Attachment B - SF LLL, Disclosure of Lobbying Activities, 2 Pages

Attachment C - Federal Register Notice, Dated April 26, 2006 and July 30, 2002

WORKSHARING AGREEMENT

BETWEEN

LEXINGTON-FAYETTE URBAN COUNTY HUMAN RIGHTS COMMISSION

And

THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
INDIANAPOLIS DISTRICT OFFICE

FOR FISCAL YEAR 2013

I. INTRODUCTION

1. The Lexington-Fayette Urban County Human Rights Commission, hereinafter referred to as the FEPA, has jurisdiction over allegations of employment discrimination filed against employers of eight (8) or more employees occurring within Fayette County, Kentucky based on race, color, sex, religion, national origin, disability, age (40 and older), and sexual orientation or gender identity pursuant to Urban County Ordinance 199-94 and 201-99

The U.S. Equal Employment Opportunity Commission, hereinafter referred to as the EEOC, has jurisdiction over allegations of employment discrimination occurring throughout the United States where such charges are based on race, color, religion, sex, or national origin, all pursuant to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000(e)) (hereinafter referred to as Title VII). The EEOC has jurisdiction to investigate and determine charges of discrimination based on age (40 or older) under the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621 et. seq.) (ADEA), for unequal wages based on sex under the Equal Pay Act of 1963, as amended (29 U.S.C. § 206) (EPA), and over allegations of employment discrimination based on disability pursuant to Title I of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101) (ADA), and over the use or acquisition of genetic information as the basis for employment decisions pursuant to Title II of the Genetic Information Nondiscrimination Act of 2008.

- B. In recognition of, and to the extent of the common jurisdiction and goals of the two (2) Agencies, and in consideration of the mutual promises and covenants contained herein, the FEPA and the

EEOC hereby agree to the terms of this Worksharing Agreement, which is designed to provide individuals with an efficient procedure for obtaining redress for their grievances under appropriate Lexington-Fayette urban County, Kentucky and Federal laws.

## II. FILING OF CHARGES OF DISCRIMINATION

- A. In order to facilitate the assertion of employment rights, the EEOC and the FEPA each designate the other as its agent for the purpose of receiving and drafting charges, including those that are not jurisdictional with the agency that initially receives the charges. The EEOC's receipt of charges on the FEPA's behalf will automatically initiate the proceedings of both the EEOC and the FEPA for the purposes of Section 706 (c) and (e) (1) of Title VII. This delegation of authority to receive charges does not include the right of one Agency to determine the jurisdiction of the other Agency over a charge. Charges can be transferred from one agency to another in accordance with the terms of this agreement or by other mutual agreement.
- B. The FEPA shall take all charges alleging a violation of Title VII, the ADEA, the EPA, GINA or the ADA where both the FEPA and the EEOC have mutual jurisdiction, or where the EEOC only has jurisdiction, so long as the allegations meet the minimum requirements of those Acts, and for charges specified in Section III. A. 1. below, refer them to the EEOC for initial processing.
- C. Each Agency will inform individuals of their rights to file charges directly with the other Agency and or assist any person alleging employment discrimination to draft a charge in a manner that will satisfy the requirements of both agencies to the extent of their common jurisdiction.

Normally, once an agency begins an investigation, it resolves the charge. Charges may be transferred between the EEOC and the FEPA within the framework of a mutually agreeable system. Each agency will advise Charging Parties that charges will be resolved by the agency taking the charge except when the agency taking the charge lacks jurisdiction or when the charge is to be transferred in accordance with Section III (DIVISION OF INITIAL CHARGE-PROCESSING RESPONSIBILITIES).

- D. For charges that are to be dual-filed, each Agency will use EEOC Charge Form 5 (or alternatively, an employment discrimination charge form which within statutory limitations, is acceptable in form and content to the EEOC and the FEPA) to draft charges. When a charge is taken based on disability, the nature of the disability shall not be disclosed on the face of the charge.

1. Charges that are taken by the FEPA but will be investigated by the EEOC should be forwarded to the District Office within five (5) calendar days of receipt of the charge.

2. Each Agency will make every effort to forward all dual filed charges to the other Agency within two (2) working days of receipt.

3. Each Agency will also forward all other relevant data obtained at time of intake.

4. Sexual Orientation charges will not be dual filed with EEOC due to lack of jurisdiction. Charges alleging gender identity will be filed under Title VII of the Civil Rights Act of 1964, as amended.

E. Within ten calendar days of receipt, each Agency agrees that it will notify both the Charging Party and the Respondent of the dual-filed nature of each such charge it receives for initial processing and explain the rights and responsibilities of the parties under the applicable Federal, State, or Local statutes.

### III. DIVISION OF INITIAL CHARGE-PROCESSING RESPONSIBILITIES

In recognition of the statutory authority granted to the FEPA by Section 706(c) and 706(d) of Title VII as amended; and by Title I of the Americans with Disabilities Act, and the transmittal of charges of age discrimination pursuant to the Age Discrimination in Employment Act of 1967, the primary responsibility for resolving charges between the FEPA and the EEOC will be divided as follows:

A. The EEOC and the FEPA will process all Title VII, ADA, GINA, and ADEA charges that they originally receive.

1. For charges originally received by the EEOC and/or to be initially processed by the EEOC, the FEPA waives its right of exclusive jurisdiction to initially process such charges for a period of 60 days for the purpose of allowing the EEOC to proceed immediately with the processing of such charges before the 61st day.

In addition, the EEOC will initially process the following charges:

-- All Title VII, ADA, and concurrent Title VII/ADA charges jurisdictional with the FEPA and received by the FEPA 240 days or more after the date of violation;

-- All disability-based charges that may not be resolved by the FEPA in a manner consistent with the ADA.

- All concurrent Title VII/EPA charges;
- All charges against the FEPA or its parent organization where such parent organization exercises direct or indirect control over the charge decision-making process;
- All charges filed by EEOC Commissioners;
- Charges also covered by the Immigration Reform and Control Act;
- Complaints referred to the EEOC by the U.S. Department of Justice, Office of Federal Contract Compliance Programs, or Federal fund-granting agencies under 29 CFR § 1640, 1641, and 1691.
- Any charge where the EEOC is a party to a Conciliation Agreement or a Consent Decree that, upon mutual consultation and agreement, is relevant to the disposition of the charge. The EEOC will notify the FEPA of all Conciliation Agreements and Consent Decrees that have features relevant to the disposition of subsequent charges;
- Any charge alleging retaliation for filing a charge with the EEOC or for cooperating with the EEOC; and
- All charges against Respondents that are designated for initial processing by the EEOC in a supplementary memorandum to this Agreement.
- Charges which contain an allegation of sex-based wage discrimination within the purview of the Equal Pay Act of 1963.
- Individual charges involving Respondents against whom the EEOC has a Commissioner's charge in investigation, conciliation, litigation or active monitoring of an agreement or court decree; to the extent that such individual charges involve the same facility (ies), the same basis (es) and the same issue (s) as the Commissioner's charges and of the facilities, bases and issues involved.
- Charges which allege that individual harm resulted from the application of a written or acknowledged policy, practice, or procedure which is discriminatory on its face or which is neutral on its face but which has been determined by EEOC Commission Decision Precedent to have a disparate impact upon a protected class under Title VII.
- Charges as to which the Charging Party specifically requests that the EEOC assume primary responsibility for

initial processing. Neither the EEOC nor FEPA will solicit or encourage such requests by any Charging Party. Prior to transfer, State and Local Program Manager should be contacted for approval.

-- Charges where EEOC determines to seek an immediate restraining order, injunction or other relief beyond the capacity of FEPA to secure.

-- Charges against a Respondent with whom the EEOC has an active conciliation agreement or consent order which provides a mechanism for expedited resolutions of the charges in question. EEOC will keep FEPA informed of the Respondent with whom it has such agreements or consent orders, and the categories of charges subject to such expedited procedures.

2. The FEPA will initially process the following types of charges:

-- Any charge alleging retaliation for filing a charge with the FEPA or cooperating with the FEPA;

-- Any charge where the FEPA is a party to a Conciliation Agreement or a Consent Decree that, upon mutual consultation and agreement, is relevant to the disposition of the charge. The FEPA will provide the EEOC with an on-going list of all Conciliation Agreements and Consent Decrees that have features relevant to the disposition of subsequent charges;

-- All charges that allege more than one basis of discrimination where at least one basis is not covered by the laws administered by the EEOC but is covered by the FEPA Ordinance, or where the EEOC is mandated by federal court decision or by internal administrative EEOC policy to dismiss the charge, but the FEPA can process that charge.

-- All charges against Respondents that are designated for initial processing by the FEPA in a supplementary memorandum to this Agreement; and

-- All disability-based charges against Respondents over which the EEOC does not have jurisdiction.

B. Notwithstanding any other provision of the Agreement, the FEPA or the EEOC may request to be granted the right to initially process any charge subject to agreement of the other agency. Such variations shall not be inconsistent with the objectives of this Worksharing Agreement or the Contracting Principles.

- C. Each Agency will on a quarterly basis notify the other of all cases in litigation and will notify each other when a new suit is filed. As charges are received by one Agency against a Respondent on the other Agency's litigation list a copy of the new charge will be sent to the other Agency's litigation unit within \_\_\_ working days.

#### IV. EXCHANGE OF INFORMATION

- A. Both the FEPA and the EEOC shall make available for inspection and copying to appropriate officials from the other Agency any information that may assist each Agency in carrying out its responsibilities. Such information shall include, but not necessarily be limited to, investigative files, conciliation agreements, staffing information, case management printouts, charge processing documentation, and any other material and data as may be related to the processing of dual-filed charges or administration of the contract. The Agency accepting information agrees to comply with any confidentiality requirements imposed on the agency providing the information. With respect to all information obtained from the EEOC, the FEPA agrees to observe the confidentiality provisions of Title VII, the ADEA, the ADA and GINA.
- B. In order to expedite the resolution of charges or facilitate the working of this Agreement, either Agency may request or permit personnel of the other Agency to accompany or to observe its personnel when processing a charge.

#### V. RESOLUTION OF CHARGES

- A. Both agencies will adhere to the procedures set out in the EEOC's State and Local Handbook, including current revisions thereto.
- B. For the purpose of according substantial weight to the FEPA final finding and order, the FEPA must submit to the EEOC copies of all documents pertinent to conducting a substantial weight review; the evaluation will be designed to determine whether the following items have been addressed in a manner sufficient to satisfy EEOC requirements; including, but not limited to:
1. jurisdictional requirements,
  2. investigation and resolution of all relevant issues alleging personal harm with appropriate documentation and using proper theory,
  3. relief, if appropriate,

4. mechanisms for monitoring and enforcing compliance with all terms of conciliation agreements, orders after public hearing or consent orders to which the FEPA is a party.
- C. In order to be eligible for contract credit and/or payment, submissions must meet all the substantive and administrative requirements as stipulated in the Contracting Principles.
- D. For the purposes of determining eligibility for contract payment, a final action is defined as the point after which the charging party has no administrative recourse, appeal, or other avenue of redress available under applicable State and Local statutes.

VI. ADMINISTRATION OF MEMORANUDM OF UNDERSTANDING

- A. The EEOC and FEPA will engage in mutually compatible procedures Pertaining to investigation, settlement and conciliation, where possible, in order to achieve an integrated charge processing system.
- B. Each agency will forward to the other copies of all charges and information deemed to be accepted as a result of this agreement as provided above, within 72 hours of initial receipt. Each agency will perfect those filed charges which it will process.
- C. Charges taken by FEPA but taken solely on EEOC's behalf will be deemed filed with both agencies upon receipt of properly executed charge filing documents. However, before transmitting any such charge to EEOC, the FEPA will assign an EEOC Charge Number to the charge from the block of charge numbers allocated to FEPA for assignment. Basic charge data and action codes "F5" and "A0", respectively, will be entered in the Integrated Mission Systems (IMS) data base reflecting transfer to EEOC's workload. This will ensure proper crediting to FEPA for its intake activity on charges which are non-jurisdictional for FEPA but are taken on EEOC's behalf.
- D. The FEPA agrees to comply with the confidentiality provisions of Title VII, ADA, ADEA, EPA, GINA, as well as with the confidentiality provisions of the Privacy Act of 1976.
- E. The EEOC and FEPA agree that sharing of any such information, including information on conciliation, by the FEPA and EEOC with each other shall not be deemed to be making such information public.
- F. The FEPA will provide a list of final actions taken with respect to dual filed charges within 30 days of the closure. FEPA listings will be provided on EEOC Form 322. The FEPA will also forward all charge file information, or a copy of such information within five (5) work days of final FEPA action. Failure to timely submit reports and charge file information pursuant to this paragraph will result in the denial of credit for the affected closures, unless acceptable mitigating circumstances are reported to the EEOC by the due date (s) the charge file information and /or reports are due.

- G. Administrative closures, pre-determination settlements and negotiated settlements will be subject to the same reviews as are FEPA final findings and orders.
- H. The EEOC and FEPA agree to provide each other with all resources and research data available and permitted by law that will assist in the processing of charges. Additionally, both will provide training and or technical assistance to designated staff in order to assure that the purposes of this Agreement are effectuated. This training will include participation in training sessions arranged by EEOC for its own staff and the FEPA staff and/or FEPA staff for EEOC staff.
- I. The FEPA will comply with reasonable requests for providing and/or making available information concerning all aspects of its charge resolution processes and procedures, including but not limited to staffing, case management printouts, charge processing documentation, and any other material and/ or data as may be related and/or apply to the processing of dual filed charges and/or administration of the contract.
- J. Representatives of the EEOC and FEPA will make every effort to meet at least three (3) times a year to review actions necessary to implement this agreement efficiently, to allocate resources in order to avoid duplication and to obtain the maximum elimination of discrimination. This will include arriving at agreement on charges to be investigated and/or the consolidation of multiple charges of each contracting party. In arriving at such decision, consideration will be given to the priorities, backlog and needs of each agency.
- K. The EEOC and FEPA agree to adopt and implement the EEOC's Integrated Mission Systems (IMS) which replaced the Charge Data System (CDS) as prescribed in EEOC Order 244, as amended.

#### VI. IMPLEMENTATION OF THE WORKSHARING AGREEMENT

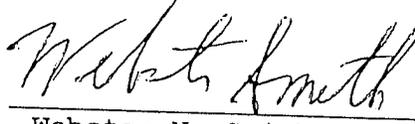
- A. Each agency will designate a person as liaison official for the other agency to contact concerning the day-to-day implementation for the Agreement. The liaison for the FEPA will be Raymond Sexton. The liaison official for the EEOC will be Ethel M. Williams-Harmon.
- B. The agencies will monitor the allocation of charge-processing responsibilities as set forth in the Agreement. Where it appears that the overall projection appears inappropriate, the appropriate portions of this Agreement will be modified to ensure full utilization of the investigation and resolution capacities of the FEPA and rapid redress for allegations of unlawful employment discrimination.
- C. The EEOC will provide original forms to be copied by the FEPA, in accordance with the Regulations and the Compliance Manual to be used by the FEPAs in correspondence with Charging Parties and Respondents.
- D. If a dispute regarding the implementation or application of this agreement cannot be resolved by the FEPA and District Office

Director, the issues will be reduced to writing by both parties and forwarded to the Director of the Office of Field Programs for resolution.

E. This Agreement shall operate from the first day of October 2012 to the thirtieth day of September 2013 and may be renewed or modified by mutual consent of the parties.

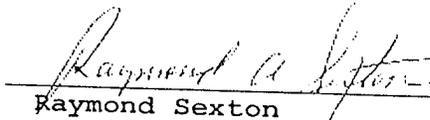
I have read the foregoing Worksharing Agreement and I accept and agree to the provisions contained therein.

Date 9/13/12

  
\_\_\_\_\_  
Webster N. Smith  
District Director

U.S. Equal Employment Opportunity Commission  
Indianapolis District Office

Date 09/12/2012

  
\_\_\_\_\_  
Raymond Sexton  
Executive Director  
Lexington-Fayette Urban  
County Human Rights Commission

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b> 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

announcing the 2002 Annual Meeting of the Ozone Transport Commission (OTC). During this meeting, the OTC will deal with appropriate matters within the Ozone Transport Region in the Northeast and Mid-Atlantic States, as provided for under the Clean Air Act Amendments of 1990. This meeting is not subject to the provisions of the Federal Advisory Committee Act, Public Law 92-463, as amended.

**DATES:** The OTC meeting will be held on Tuesday, August 6, 2002 starting at 9 a.m. (DST).

**ADDRESSES:** The Inn at Essex, 70 Essex Way, Essex Junction, Vermont 05452; (802) 878-1100. Important Note: The Mid-Atlantic/Northeast Visibility Union (MANE-VU) Board will meet the previous day, on Monday, August 5, 2002, from 1 p.m. until 5 p.m. (DST), at the same location.

**FOR FURTHER INFORMATION CONTACT:** Judith M. Katz, U.S. Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, PA 19103; (215) 814-2100. For Documents and Press Inquiries Contact: Ozone Transport Commission, 444 North Capitol Street, NW., Suite 638, Washington, DC 20001; (202) 508-3840; e-mail: [ozone@sso.org](mailto:ozone@sso.org); Web site: <http://www.sso.org/otc>.

**SUPPLEMENTARY INFORMATION:** The Clean Air Act Amendments of 1990 contain, at Section 184, provisions for the "Control of Interstate Ozone Air Pollution." Section 184(a) establishes an "Ozone Transport Region" (OTR) comprised of the States of Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, parts of Virginia, and the District of Columbia. The Assistant Administrator for Air and Radiation of the Environmental Protection Agency convened the first meeting of the commission in New York City on May 7, 1991. The purpose of the OTC is to deal with ground level ozone formation, transport, and control within the OTR.

The purpose of this notice is to announce that this Commission will meet on August 6, 2002. The meeting will be held at the address noted earlier in this notice.

Section 176A(b)(2) of the Clean Air Act Amendments of 1990 specifies that the meetings of the OTC are not subject to the provisions of the Federal Advisory Committee Act. This meeting will be open to the public as space permits.

*Type of Meeting:* Open.

*Agenda:* Copies of the final agenda will be available from the OTC office (202) 508-3840 (by e-mail:

[ozone@sso.org](mailto:ozone@sso.org) or via the OTC Web site at <http://www.sso.org/otc>) on Tuesday, July 29, 2002. The MANE-VU agenda will be available at the same time, but separately on MANE-VU's Web site at <http://www.sso.manevu.org>. The purpose of this meeting is to review major ozone health studies, discuss the role of clean energy and energy efficiency in ozone reduction efforts, and discuss regional approaches to reducing ground-level ozone, including ozone transport.

Dated: July 23, 2002.

Donald S. Welsh,

Regional Administrator, Region III.

[FR Doc. 02-19228 Filed 7-29-02; 8:45 am]

BILLING CODE 6560-50-P

## EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

### Privacy Act of 1974; Publication of Notices of Systems of Records and Proposed New Systems of Records

**AGENCY:** Equal Employment Opportunity Commission.

**ACTION:** Notice; publication of notices of systems of records, and proposed new systems of records.

**SUMMARY:** This notice proposes four new systems of records and changes to a number of existing systems of records. This notice republishes all of EEOC's notices for its systems of records subject to the Privacy Act in one issue of the *Federal Register* so that an accurate and complete text of the notices is available for use by individuals and by agency Privacy Act officers.

**DATES:** The changes to the existing systems of records are effective on July 30, 2002. The proposed new systems of records will become effective, without further notice, on September 27, 2002, unless comments dictate otherwise.

**ADDRESSES:** Written comments may be sent to the Office of Executive Secretariat, Equal Employment Opportunity Commission, Room 10402, 1801 L Street, NW., Washington, DC 20507. Copies of this notice are available in the following alternate formats: large print, braille, electronic file on computer disk, and audio-tape. Copies may be obtained from the Publications Center by calling 1-800-699-3362.

**FOR FURTHER INFORMATION CONTACT:** Thomas J. Schlageter, Assistant Legal Counsel or Kathleen Oram, Senior Attorney (202) 663-4669 (voice) or (202) 663-7026 (TDD).

**SUPPLEMENTARY INFORMATION:** The Equal Employment Opportunity Commission

last published its Privacy Act systems notices in 1994. The Commission proposes four new systems of records to cover, in two cases, new programs that will collect individually identifiable records and, in the other two cases, existing records that through the use of information technology have become individually identifiable. In addition, the Commission is amending several of its systems to include additional categories of individuals or of records. The Commission is adding two new routine uses to its two private sector case files systems and four new routine uses to its government-wide system of records covering federal sector complaint and appeal records. Finally, the Commission has amended several system notices to reflect current office names and has amended Appendix A to reflect current addresses of Commission offices. To ensure that users will have a copy of the current text of each of its system notices, the Commission is publishing the complete text of all of its systems notices.

A brief description of the major changes follows:

*EEOC-1 Age and Equal Pay Act Discrimination Case Files.* A new category of individuals was added to cover individuals who file complaints under section 321 of the Government Employees Rights Act of 1991.

*EEOC-1 Age and Equal Pay Act Discrimination Case Files and EEOC-3 Title VII and Americans With Disabilities Act Discrimination Case Files.* Two new routine uses are proposed for each system. One would permit disclosure of information to officials of state or local bar associations or disciplinary boards or committees when they are investigating complaints against attorneys in connection with their representation of a party before EEOC. The proposed routine use in EEOC-3, the Title VII and ADA case files system, is limited to disciplinary boards or committees under the control of a state or local government because these files are covered by the confidentiality provisions contained in Title VII, 42 U.S.C. 2000e-5(b) and 8(e), and may not be disclosed to members of the public. Officials of state or federal governments are not members of the public. The second new routine use would permit disclosure of information to federal officials in connection with hiring, issuing a security clearance, or conducting a background check. The Commission has determined that these proposed routine uses are compatible with the law enforcement purpose of the systems of records.

*EEOC-5 General Correspondence Records.* The system of records was

amended to cover all correspondence and communications, by letter, phone call, or email, throughout the agency to reflect the use of computerized tracking systems in many offices.

**EEOC-7 Employee Pay and Leave Records.** Routine use i was amended to replace the General Services Administration with the Department of Interior. EEOC has switched its pay and leave system administration from the General Services Administration to the Department of the Interior.

**EEOC-8 Employee Travel and Reimbursement Records.** Routine use e was amended to replace the General Services Administration with the Department of Interior. EEOC has switched its financial management administrative services from GSA to the Department of the Interior.

**EEOC-9 Claims Collection Records.** Routine use j was amended to replace the General Services Administration with the Department of Interior. EEOC has switched its financial management administrative services from GSA to the Department of the Interior.

**EEOC-12 Telephone Call Detail Records.** The categories of individuals and records were amended to include U.S. government phone card holders and phone card records, including billing records.

**EEOC-13 Employee Identification Cards.** The categories of records was amended to cover proximity card lists and records throughout the agency, where applicable. The system was previously limited to Headquarters proximity card holders.

**EEOC-15 Internal Harassment Inquiries.** The Commission approved an internal order governing investigations of allegations of harassment made by EEOC employees. This new system of records covers current or former EEOC employees' complaints or reports of harassment, witness statements, reports of interviews, findings and recommendations, decisions and corrective actions taken and related correspondence and exhibits. Nine routine uses are proposed for the system. In addition, it is proposed to exempt this system from certain provisions of the Privacy Act pursuant to section (k)(2) of the Act. A Notice of Proposed Rulemaking is published separately in today's Federal Register proposing amendments to EEOC's Privacy Act regulations that describe this exemption.

**EEOC-16 Office of Inspector General Investigative Files.** The Office of the Inspector General has reorganized its filing system and will be maintaining its investigative files by the name of the individuals who are subjects of

investigations by the Office relating to the programs and operations of the EEOC. The Commission is adding a system of records covering those files. Six routine uses are proposed for the new system. In addition, it is proposed to exempt this system of records from certain provisions of the Privacy Act pursuant to sections (j)(2) and (k)(2) of the Act. A Notice of Proposed Rulemaking is published separately in today's Federal Register proposing amendments to EEOC's Privacy Act regulations that describe those exemptions.

**EEOC-17 Defensive Litigation Files.** The Commission's Office of Legal Counsel has upgraded its computerized tracking system and filing system covering its defensive litigation files and has created a set of files containing testimony, affidavits and declarations given by individuals during EEOC's defense of lawsuits brought against the agency. Consequently, the Commission is adding a system of records covering the Office of Legal Counsel's defensive litigation files. The system covers all documents related to civil or administrative litigation brought against the Commission, which are retrievable by the name of the individual who filed the litigation or the name of the individual witnesses who gave testimony, affidavits or declarations during the course of such litigation. Five routine uses are proposed for the new system.

**EEOC-18 Reasonable Accommodation Records.** The Commission has issued an internal order establishing procedures for providing reasonable accommodation for individuals with disabilities under the Rehabilitation Act of 1973. This new system of records covers all current and former EEOC employees and applicants' requests for reasonable accommodations, medical records, notes or records made about requests, decisions on requests and records made to implement or track decisions on requests. Four routine uses are proposed for the system.

The proposed routine uses in the four new systems of records noted above meet the compatibility criteria since the information involved is collected for the purpose of the applicable routine uses. We anticipate that any disclosure pursuant to these routine uses will not result in any unwarranted adverse effects on personal privacy.

**EEOC/GOVT-1 Equal Employment Opportunity in the Federal Government Complaint and Appeal Records.** The two routine uses proposed to be added to EEOC-1 and EEOC-3, permitting disclosure to bar associations or

disciplinary boards and to federal agencies when hiring, or conducting background checks or security clearances are proposed to be added to this system as well. They are described in greater detail above. In addition, the Commission proposes to add a new routine use permitting disclosure of information to employees of contractors engaged by an agency to carry out the agency's responsibilities under 29 CFR part 1614. Finally, the Commission proposes to add a new routine use permitting disclosure of information to potential witnesses during the course of an investigation, as may be appropriate and necessary to perform the agency's functions under 29 CFR part 1614. The Commission has determined that these four proposed routine uses are compatible with the law enforcement purpose of the system of records.

A complete list of all EEOC systems of records is published below. The complete text of the notices follows.

For the Commission.

**Cari M. Dominguez,**  
Chair.

#### EEOC Systems of Records

- EEOC-1 Age and Equal Pay Act Discrimination Case Files.
- EEOC-2 Attorney Referral List.
- EEOC-3 Title VII and Americans With Disabilities Act Discrimination Case Files.
- EEOC-4 Biographical Files.
- EEOC-5 Correspondence and Communications.
- EEOC-6 Employee Assistance Program Records.
- EEOC-7 Employee Pay and Leave Records.
- EEOC-8 Employee Travel and Reimbursement Records.
- EEOC-9 Claims Collection Records.
- EEOC-10 Grievance Records.
- EEOC-11 Records of Adverse Actions Against Nonpreference Eligibles in the Excepted Service.
- EEOC-12 Telephone Call Detail Records.
- EEOC-13 Employee Identification Cards.
- EEOC-14 Employee Parking Records.
- EEOC-15 Internal Harassment Inquiries.
- EEOC-16 Office of Inspector General Investigative Files.
- EEOC-17 Defensive Litigation Files.
- EEOC-18 Reasonable Accommodation Records.
- EEOC/GOVT-1 Equal Employment Opportunity in the Federal Government Complaint and Appeal Records.

#### EEOC-1

##### SYSTEM NAME:

Age and Equal Pay Act Discrimination Case Files.

##### SYSTEM LOCATION:

Field Office where the charge or complaint of discrimination was filed (see Appendix A). Records of

complaints filed under section 321 of the Government Employees Rights Act of 1991 are located in the Office of Federal Operations, 1801 L Street, NW., Washington, DC 20507, after a hearing has been requested.

**CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:**

Persons other than federal employees and applicants who file charges or complaints with EEOC alleging that an employer, employment agency or labor organization has violated the Age Discrimination in Employment Act of 1967 or the Equal Pay Act of 1963, or who file complaints under section 321 of the Government Employees Rights Act of 1991.

**CATEGORIES OF RECORDS IN THE SYSTEM:**

This system contains the records compiled during the investigation of age and equal pay discrimination cases and during the investigation and hearing of complaints filed under section 321 of the Government Employees Rights Act of 1991. These records include:

a. Documents submitted by charging party or complainant such as charge of discrimination, personal interview statement, and correspondence.

b. Documents submitted by employer such as statement of position, correspondence, statements of witnesses, documentary evidence such as personnel files, records of earnings, employee benefit plans, seniority list, job titles and descriptions, applicant data, organizational charts, collective bargaining agreements, petition to revoke or modify subpoena.

c. Records gathered and generated by EEOC in the course of its investigation and, in complaints filed under section 321 of the Government Employees Rights Act of 1991, during the hearing, such as letters of referral to state fair employment practices agencies, correspondence with state fair employment practices agencies, witness statements, investigator's notes, investigative plan, report of initial and exit interview, investigator's analyses of evidence and charge, subpoenas, decisions and letters of determination, conciliation agreements, correspondence and any additional evidence gathered during the course of the investigation.

**AUTHORITY FOR MAINTENANCE OF THE SYSTEM:**

5 U.S.C. 301; 29 U.S.C. 209, 211, 216, 217, 625; 44 U.S.C. 3101; 2 U.S.C. 1220.

**PURPOSE(S):**

This system is maintained for the purpose of enforcing the prohibitions against employment discrimination contained in the Age Discrimination in

Employment Act, the Equal Pay Act and section 321 of the Government Employees Rights Act of 1991.

**ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:**

These records and information in these records may be used:

a. To disclose pertinent information to a federal, state, or local agency or third party as may be appropriate or necessary to perform the Commission's functions under the Age Discrimination in Employment Act or Equal Pay Act.

b. To disclose information contained in these records to state and local agencies administering state or local fair employment practices laws.

c. To disclose non-confidential and non-privileged information from closed ADEA/EPA case files (a file is closed when the Commission has terminated its investigation and has decided not to sue) to the employer where a lawsuit has been filed against the employer involving that information, to other employees of the same employer who have been notified by the Commission of their right under 29 U.S.C. 216 to file a lawsuit on their own behalf, and their representatives.

d. To provide information to a congressional office from the record of an individual in response to an inquiry from the congressional office made at the request of a party to the charge.

e. To disclose pertinent information to the appropriate federal, state or local agency responsible for investigating, prosecuting, enforcing or implementing a statute, rule, regulation or order, where the EEOC becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation.

f. To disclose information to another federal agency, to a court, or to a party in litigation before a court or in an administrative proceeding being conducted by a federal agency when the government is a party to the judicial or administrative proceeding.

g. To disclose information to officials of state or local bar associations or disciplinary boards or committees when they are investigating complaints against attorneys in connection with their representation of a party before EEOC.

h. To disclose to a Federal agency in the executive, legislative, or judicial branch of government, in response to its request information in connection with the hiring of an employee, the issuance of a security clearance, the conducting of a security or suitability investigation of an individual, the classifying of jobs, or the lawful statutory, administrative,

or investigative purpose of the agency to the extent that the information is relevant and necessary to the requesting agency's decision.

**POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM:**

**STORAGE:**

These records are maintained in file folders and in computer databases.

**RETRIEVABILITY:**

These records are retrievable by charging party name, employer name and charge number.

**SAFEGUARDS:**

Paper records are maintained in a secured area to which only authorized personnel have access. Access to and use of these records is limited to those persons whose official duties require such access. The premises are locked when authorized personnel are not on duty. Access to computerized records is limited, through use of access codes and entry logs, to those whose official duties require access.

**RETENTION AND DISPOSAL:**

Cases that are dismissed or closed for other than no cause are destroyed six months following the date of dismissal or closure. No cause files that are of value in the development of future class action or pattern and practice cases are retired to the Federal Records Center one year after the date of the last action and destroyed after three additional years. All other no cause files are destroyed one year after the date of the last action. Negotiated settlement files are destroyed one year after the calendar year in which the settlement agreement is signed or after all obligations under the agreement are satisfied, whichever occurs later. Where monetary benefits are realized in concurrent Age, Equal Pay, and Title VII cases, the file is destroyed three years after the date of the last action. Other files are retired to the Federal Records Center one year after the date of the last action, including action in the federal courts or the last compliance review (the final report submitted by the respondent after conciliation to indicate compliance) and destroyed after three additional years, except landmark cases. Landmark cases are transferred to the nearest Federal Records Center two years after final court action and offered to the National Archives ten years after final court action.

**SYSTEM MANAGER(S) AND ADDRESS:**

Director of the field office where the charge was filed (see Appendix A).

Director of the Office of Federal Operations, 1801 L Street, NW., Washington, DC 20507.

**SYSTEM EXEMPTED FROM CERTAIN PROVISIONS OF THE ACT:**

This system is exempt under 5 U.S.C. 552a(k)(2) from subsections (c)(3), (d), (e)(1), (e)(4)(G), (e)(4)(H), (e)(4)(I) and (f) of the Act.

**EEOC-2**

**SYSTEM NAME:**

Attorney Referral List.

**SYSTEM LOCATION:**

All District Offices (see Appendix A).

**CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:**

Attorneys who represent plaintiffs in employment discrimination litigation.

**CATEGORIES OF RECORDS IN THE SYSTEM:**

This system contains attorneys' names, business addresses and telephone numbers, the nature and amount of civil rights litigation experience, state and federal bar admission, whether the attorneys have the capacity and desire to handle class actions; whether the attorneys charge consultation fees (and how much); whether the attorneys will waive the consultation fee; the types of fee arrangements the attorneys will accept, and whether the attorneys speak a foreign language fluently.

**AUTHORITY FOR MAINTENANCE OF THE SYSTEM:**

42 U.S.C. 2000e-4(g); 44 U.S.C. 3101.

**PURPOSE(S):**

This system is maintained for the purpose of providing charging parties, upon their request, with information about local attorneys who represent plaintiffs in employment discrimination litigation.

**ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:**

These records and information in these records may be used:

- a. To refer charging parties to attorneys who handle litigation of employment discrimination lawsuits.
- b. To provide information to a congressional office from the record of an individual in response to an inquiry from the congressional office made at the request of the individual.

**POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM:**

**STORAGE:**

Stored on prepared forms, index cards and computer databases.

**RETRIEVABILITY:**

Indexed alphabetically by names of the attorneys.

**SAFEGUARDS:**

Access to this system of records is restricted to EEOC personnel who have a legitimate use for the information. This system is stored in filing cabinets. Access to computerized records is limited, through use of access codes and entry logs, to those whose official duties require access.

**RETENTION AND DISPOSAL:**

Files are reviewed and updated annually.

**SYSTEM MANAGER(S) AND ADDRESS:**

Regional Attorney at each District Office (see Appendix A).

**NOTIFICATION PROCEDURE:**

Inquiries concerning this system of records should be addressed to the appropriate system manager. It is necessary to furnish the following information: (1) Full name of the individual whose records are requested; (2) mailing address to which reply should be sent.

**RECORD ACCESS PROCEDURES:**

Same as above.

**CONTESTING RECORD PROCEDURES:**

Same as above.

**RECORD SOURCE CATEGORIES:**

The individual on whom the record is maintained.

**EEOC-3**

**SYSTEM NAME:**

Title VII and Americans With Disabilities Act Discrimination Case Files.

**SYSTEM LOCATION:**

Field Office where the charge of discrimination was filed (see Appendix A).

**CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:**

Persons, other than federal employees and applicants, who file charges alleging that an employer, employment agency, labor organization or joint labor-management apprenticeship committee has violated Title VII of the Civil Rights Act of 1964 or the Americans With Disabilities Act of 1990, or both.

**CATEGORIES OF RECORDS IN THE SYSTEM:**

This system contains records compiled during the investigation of race, color, religion, sex, and national origin discrimination cases and cases of discrimination against individuals with disabilities. These records include:

a. Documents submitted by charging party, such as charge of discrimination, personal interview statement, medical records and correspondence.

b. Documents submitted by employer such as statement of position, correspondence, statements of witnesses, documentary evidence such as personnel files, records of earnings, EEO data, employee benefit plans, seniority list, job titles and descriptions, applicant data, organizational charts, collective bargaining agreements, petition to revoke or modify subpoena.

c. Records gathered and generated by EEOC in the course of its investigation such as letters to state or local fair employment practice agencies, correspondence with state fair employment practice agencies, witness statements, investigator's notes, investigative plan, investigator's analyses of the evidence and charge, report of initial and exit interviews, copy of deferral to state, subpoenas, decisions and letters of determination, analysis of deferral agency action, conciliation agreements, correspondence and any additional evidence gathered during the course of the investigation.

**AUTHORITY FOR MAINTENANCE OF THE SYSTEM:**

5 U.S.C. 301; 42 U.S.C. 2000e-5, -8 and -9; 42 U.S.C. 12117; 44 U.S.C. 3101.

**PURPOSE(S):**

This system is maintained for the purpose of enforcing the prohibitions against employment discrimination contained in Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990.

**ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:**

These records and information in these records may be used:

a. To disclose pertinent information to a federal, state, or local agency or third party as may be appropriate or necessary to perform the Commission's functions under Title VII of the Civil Rights Act of 1964 and the Americans With Disabilities Act of 1990.

b. To disclose information contained in these records to state and local agencies administering state or local fair employment practices laws.

c. To disclose non-confidential or non-privileged information contained in these records to the following persons after a notice of right to sue has been issued:

1. Aggrieved persons and their attorneys in case files involving Commissioner Charges provided that such persons have been notified of their status as aggrieved persons;

2. Persons or organizations filing on behalf of an aggrieved person provided that the aggrieved person has given written authorization to the person who filed on his or her behalf to act as the aggrieved person's agent for this purpose, and their attorneys;

3. Employers and their attorneys, provided that the charging party or aggrieved person has filed suit under Title VII or the Americans With Disabilities Act, or both.

d. To provide information to a congressional office from the record of an individual in response to an inquiry from the congressional office made at the request of a party to the charge.

e. To disclose pertinent information to the appropriate federal, state or local agencies responsible for investigating, prosecuting, enforcing or implementing a statute, rule, regulation or order, where EEOC becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation.

f. To disclose information to another federal agency, to a court, or to a party in litigation before a court or in an administrative proceeding being conducted by a federal agency when the government is a party to the judicial or administrative proceeding.

g. To disclose information to officials of disciplinary boards or committees under the control of a state or local government when they are investigating complaints against attorneys in connection with their representation of a party before EEOC.

h. To disclose to a Federal agency in the executive, legislative, or judicial branch of government, in response to its request information in connection with the hiring of an employee, the issuance of a security clearance, the conducting of a security or suitability investigation of an individual, the classifying of jobs, or the lawful statutory, administrative, or investigative purpose of the agency to the extent that the information is relevant and necessary to the requesting agency's decision.

**POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM:**

**STORAGE:**

These records are maintained in file folders and in computer databases.

**RETRIEVABILITY:**

These records are retrievable by charging party name, employer name and charge number.

**SAFEGUARDS:**

Paper records are maintained in a secured area to which only authorized

personnel have access. Access to and use of these records is limited to those persons whose official duties require such access. The premises are locked when authorized personnel are not on duty. Access to computerized records is limited, through use of access codes and entry logs, to those whose official duties require access.

**RETENTION AND DISPOSAL:**

Cases that are dismissed or closed for other than no cause are destroyed six months following the date of dismissal or closure. No cause files that are of value in the development of future class action or pattern and practice cases are retired to the Federal Records Center one year after the date of the last action and destroyed after three additional years. All other no cause files are destroyed one year after the date of the last action. Negotiated settlement files are destroyed one year after the calendar year in which the settlement agreement is signed or after all obligations under the agreement are satisfied, whichever occurs later. Where monetary benefits are realized in concurrent Age, Equal Pay, Title VII and Americans With Disabilities Act cases, the file is destroyed three years after the date of the last action. Other files are retired to the Federal Records Center one year after the date of the last action, including action in the federal courts or the last compliance review (the final report submitted by the respondent after conciliation to indicate compliance) and destroyed after three additional years, except landmark cases. Landmark cases are transferred to the nearest Federal Records Center two years after final court action and offered to the National Archives ten years after final court action.

**SYSTEM MANAGER(S) AND ADDRESS:**

Director of the field office where the charge was filed.

**SYSTEMS EXEMPTED FROM CERTAIN PROVISIONS OF THE ACT:**

This system is exempt under 5 U.S.C. 552a(k)(2) from subsections (c)(3), (d), (e)(1), (e)(4)(G), (e)(4)(H), (e)(4)(I), and (f) of the Act.

**EEOC-4**

**SYSTEM NAME:**

Biographical Files.

**SYSTEM LOCATION:**

Office of Communications and Legislative Affairs, Equal Employment Opportunity Commission, 1801 L Street, NW., Washington, DC 20507.

**CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:**

Current and former Commissioners, General Counsels and Commission officials.

**CATEGORIES OF RECORDS IN THE SYSTEM:**

Includes for each the name, date and place of birth, education, employment history, and other biographical information.

**AUTHORITY FOR MAINTENANCE OF THE SYSTEM:**

44 U.S.C. 3101, 42 U.S.C. 2000e-4.

**PURPOSE(S):**

This system is maintained for the purpose of providing information about EEOC officials to members of the Congress and the public.

**ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:**

These records and information in these records may be used

a. To answer public and congressional inquiries regarding EEOC Commissioners, General Counsels and Commission officials.

**POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING AND DISPOSING OF RECORDS IN THE SYSTEM:**

**STORAGE:**

Stored in locking metal file cabinets available to office employees and on computer databases.

**RETRIEVABILITY:**

Indexed by last name of the Commissioner, General Counsel or Commission official.

**SAFEGUARDS:**

Files are kept in the Office of Communications and Legislative Affairs, which is locked evenings, weekends and holidays. Access to computerized records is limited, through use of access codes and entry logs, to those whose official duties require access.

**RETENTION AND DISPOSAL:**

Maintained permanently.

**SYSTEM MANAGER(S) AND ADDRESS:**

Director, Office of Communications and Legislative Affairs, Equal Employment Opportunity Commission, 1801 L Street, NW., Washington, DC 20507.

**NOTIFICATION PROCEDURES:**

Inquiries concerning this system of records should be addressed to the system manager. All inquiries should furnish the full name of the individual and the mailing address to which the reply should be mailed.

reports to the President and Congress on the activities of the Inspectors General.

The Commission proposes to add a new system of records, EEOC-19, Revolving Fund Registrations. The Commission's Revolving Fund was established by Congress to permit EEOC to provide equal employment opportunity training and technical assistance at cost to employers and individuals and use the proceeds for further training and technical assistance. The Revolving Fund proposes to keep a database of information about the persons who have attended its training or technical assistance programs. The registration information is used by Revolving Fund staff for the program in connection with which it was received and for mailings about future programs. These routine uses are proposed for the new system.

The Commission also proposes to add a new system of records, EEOC-20, RESOLVE Program Records. RESOLVE is EEOC's internal alternative dispute resolution program. The RESOLVE Program provides a forum to EEOC employees for the informal resolution of a variety of workplace disputes as an alternative to the procedures that employees traditionally use to resolve disputes, such as the EEO complaint process and the negotiated and administrative grievance procedures. RESOLVE covers a variety of common workplace disputes and issues, such as terms and conditions of employment, requests for reasonable accommodation and allegations of employment discrimination. Three routine uses are proposed for this new system.

The proposed routine uses for EEOC-16, Office of Inspector General Investigative Files, and the two proposed new systems of records meet the compatibility criteria since the information involved is collected for the purpose of the applicable routine uses. We anticipate that any disclosure pursuant to these routine uses will not result in any unwarranted adverse effects on personal privacy.

Finally, the Commission has amended Appendix A to reflect the current names and addresses of its offices in the field.

For the Commission,

Juri M. Dominguez,

Chair.

Accordingly, it is proposed that:

- 1. EEOC-1, Age and Equal Pay Act Discrimination Case Files, most recently published at 67 FR 49338, 49339 (July 30, 2002), is amended as set forth below.

SYSTEM MANAGER(S) AND ADDRESS:

Director of the office in the field where the charge was filed (see Appendix A). Director of the Office of Field Programs, 1801 L Street, NW., Washington, DC 20507. Director of the Office of Federal Operations, 1801 L Street, NW., Washington, DC 20507 (only for complaints filed under section 321 of the Government Employees Right Act of 1991).

2. EEOC-3, Title VII and Americans With Disabilities Act Discrimination Case Files, most recently published at 67 FR 49338, 49341 (July 30, 2002), is amended as set forth below.

SYSTEM MANAGER(S) AND ADDRESS:

Director of the office in the field where the charge was filed (see Appendix A). Director of the Office of Field Programs, 1801 L Street, NW., Washington, DC 20507.

3. EEOC-16, Office of Inspector General Investigative Files, most recently published at 67 FR 49338, 49351 (July 30, 2002), is amended as set forth below.

ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:

g. To disclose information to authorized officials of the President's Council on Integrity and Efficiency (PCIE) and the Executive Council on Integrity and Efficiency (ECIE), the Department of Justice, and the Federal Bureau of Investigation for the purpose of conducting qualitative assessment reviews of the Office of Inspector General's investigative operations.

h. To disclose information to authorized officials of the PCIE and the ECIE for their preparation of reports to the President and the Congress on the activities of the Inspectors General.

4. EEOC/GOVT-1, Equal Employment Opportunity in the Federal Government Complaint and Appeal records, most recently published at 67 FR 49338, 49354 (July 30, 2002), is amended as set forth below.

SYSTEM MANAGER(S) AND ADDRESS:

Within the agency or department where the complaint of discrimination was filed, the system manager is the Director of the Office of Equal Employment Opportunity or other official designated as responsible for the administration and enforcement of equal employment opportunity laws and regulations within the agency or department.

Where an individual has requested a hearing, the system manager of hearing

records is the Director of the Office of Field Programs, 1801 L Street, NW., Washington, DC 20507.

Where an EEO complaint or final negotiated grievance decision has been appealed to EEOC or an individual has petitioned EEOC for review of a decision of the Merit Systems Protection Board, the system manager of the appeal or petition file is the Director, Office of Federal Operations, 1801 L Street, NW., Washington, DC.

5. EEOC-19, Revolving Fund Registrations, is added as set forth below:

EEOC-19

SYSTEM NAME:

Revolving Fund Registrations.

SYSTEM LOCATION:

Revolving Fund Division, Office of Field Programs, Equal Employment Opportunity Commission, 1801 L Street, NW., Washington, DC 20507.

CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:

Individuals who register for or attend EEOC Revolving Fund programs, courses and conferences and who purchase publications and products.

CATEGORIES OF RECORDS IN THE SYSTEM:

The system contains the names, job titles, company, organization or agency names, business addresses and phone numbers, email addresses, any reasonable accommodation requested, and attendance or purchase dates. Some of the records may contain payment information, the industry of the company, and the size of the establishment.

AUTHORITY FOR MAINTENANCE OF THE SYSTEM:

42 U.S.C. 20006-9(k).

PURPOSE(S):

These records are maintained for the purpose of administering Revolving Fund programs and publicizing future programs.

ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:

These records and information in these records may be used to:

a. Send mailings to registrants and attendees advertising future Revolving Fund programs.

b. To provide information to a congressional office from the record of the individual in response to an inquiry from that congressional office made at the request of that individual.

c. To disclose information to another Federal agency, to a court, or to a party in litigation before a court or in an