AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

2. CONTRACT (Proc. Inst. Ident.) NO.
EECCN100085

3. EFFECTIVE DATE
03/22/2010

4. REQUISITON/PURCHASE REQUEST/PROJECT NO.
See Lines

5. ISSUED BY — CODE CFASD

EEOC
131 M Street, N.E.
4th Floor
Washington, DC 20507

6. ADMINISTERED BY(If other than item 5) — CODE FPSAN

EEOC
San Francisco District Office
350 Embarcadero
Suite 500
San Francisco, CA 94105-1687

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CALIFORNIA DEPT OF FAIR EMPLOY
2218 KAUSEN DRIVE STE 100
DEPT OF FAIR EMPL & HOUSING
ELK GROVE, CA 95758-7115

CODE: 680282028 — FACILITY CODE: 001

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %

10. SUBMIT INVOICES (4 copies unless otherwise specified)TO THE ADDRESS SHOWN IN — ITEM

11. SHIP TO/MARK FOR — CODE FPSAN

EEOC
San Francisco District Office
350 Embarcadero
Suite 500
San Francisco, CA 94105-1687

12. PAYMENT WILL BE MADE BY — CODE DOI

National Business Center
EEOC Payments, MS D-2735
7301 West Mansfield Avenue
Denver, CO 80235

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c) ( ) [X] 41 U.S.C. 253(c) (5)

14. ACCOUNTING AND APPROPRIATION DATA
2010-01-FPSLP-SLCR-2510

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Line Information				

15G. TOTAL AMOUNT OF CONTRACT $2,399,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTORS 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)

20A. NAME AND CONTRACTING OFFICER
Caroline Fowler

19B. NAME OF CONTRACTOR
BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY _____
(Signature of Contracting Officer)

20C. DATE SIGNED

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Continuation Sheet

Section A - Solicitation/Contract Form

Section B - Supplies or Services and Prices/Costs

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (Inc disc and tax)
1	TITLE VII, ADEA, AND ADA CHARGE RESOLUTIONS	Total : 4,332.000000	EA	Total: $550.0000	Total: $2,382,600.00

Period of Performance: 10/01/2009 - 09/30/2010
Description:SEE SECTION B, PAGE B-1 FOR LINE ITEM DESCRIPTION.

Delivery Schedule:

Delivery Number **Delivery Date** **Quantity**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (Inc disc and tax)
2	TITLE VII, ADEA, AND ADA INTAKE SERVICES	Total : 300.000000	EA	Total: $50.0000	Total: $15,000.00

Period of Performance: 10/01/2009 - 09/30/2010
Description:PROVIDE INTAKE SERVICES FOR CHARGES, WITH AFFIDAVITS, FILED DURING THE PERIOD OCTOBER 1, 2009 TO SEPTEMBER 30, 2010, AT A PRICE OF $50 PER CHARGE.

Delivery Schedule:

Delivery Number **Delivery Date** **Quantity**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (Inc disc and tax)
3	FY 2010 EEOC/FEPA TRAINING CONFERENCE	Total : 1.000000	LT	Total: $1,400.0000	Total: $1,400.00

Period of Performance: 10/01/2009 - 09/30/2010
Description:TRAINING TO FACILITATE SUCCESSFUL COMPLETION OF CONTRACT, WHICH MUST INCLUDE ATTENDANCE AT EEOC-SPONSORED ANNUAL CONFERENCE.

Delivery Schedule:

Delivery Number **Delivery Date** **Quantity**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
4	OPTION YEAR 1: TITLE VII, ADEA, AND ADA CHARGE RESOLUTIONS	Total : 0.000000	EA	Total: $0.0000	Total: $0.00

Period of Performance: 10/01/2010 - 09/30/2011
Description:SEE SECTION B, PAGE B-1 FOR LINE ITEM DESCRIPTION. OPTION YEAR 1

Delivery Schedule:

Delivery Number **Delivery Date** **Quantity**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
5	OPTION YEAR 1: TITLE VII, ADEA, AND ADA INTAKE SERVICES	Total : 0.000000	EA	Total: $0.0000	Total: $0.00

Period of Performance: 10/01/2010 - 09/30/2011
Description:PROVIDE INTAKE SERVICES FOR CHARGES, WITH AFFIDAVITS, FILED DURING THE PERIOD OCTOBER 1, 2010 TO SEPTEMBER 30, 2011, AT A PRICE OF $50 PER CHARGE. OPTION YEAR 1

Delivery Schedule:

Delivery Number **Delivery Date** **Quantity**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
6	OPTION YEAR 1: FY 2011 EEOC/FEPA TRAINING CONFERENCE	Total : 0.000000	LT	Total: $0.0000	Total: $0.00

Period of Performance: 10/01/2010 - 09/30/2011
Description:TRAINING TO FACILITATE SUCCESSFUL COMPLETION OF CONTRACT, WHICH MUST INCLUDE ATTENDANCE AT EEOC-SPONSORED ANNUAL CONFERENCE. OPTION YEAR 1

Delivery Schedule:

Delivery Number **Delivery Date** **Quantity**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
7	OPTION YEAR 2: TITLE VII, ADEA, AND ADA CHARGE RESOLUTIONS	Total : 0.000000	EA	Total: $0.0000	Total: $0.00

Period of Performance: 10/01/2011 - 09/30/2012
Description:SEE SECTION B, PAGE B-1 FOR LINE ITEM DESCRIPTION. OPTION YEAR 2

Delivery Schedule:

Delivery Number **Delivery Date** **Quantity**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc discl and tax)
8	OPTION YEAR 2: TITLE VII, ADEA, AND ADA INTAKE SERVICES	Total : 0.000000	EA	Total: $0.0000	Total: $0.00

Period of Performance: 10/01/2011 - 09/30/2012
Description:PROVIDE INTAKE SERVICES FOR CHARGES, WITH AFFIDAVITS, FILED DURING THE PERIOD OCTOBER 1, 2011 TO SEPTEMBER 30, 2012, AT A PRICE OF $50 PER CHARGE. OPTION YEAR 2

Delivery Schedule:

Delivery Number **Delivery Date** **Quantity**

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc discl and tax)
9	OPTION YEAR 2: FY 2012 EEOC/FEPA TRAINING CONFERENCE	Total : 0.000000	LT	Total: $0.0000	Total: $0.00

Period of Performance: 10/01/2011 - 09/30/2012
Description:TRAINING TO FACILITATE SUCCESSFUL COMPLETION OF CONTRACT, WHICH MUST INCLUDE ATTENDANCE AT EEOC-SPONSORED ANNUAL CONFERENCE. OPTION YEAR 2

Delivery Schedule:

Delivery Number **Delivery Date** **Quantity**

Accounting Line Accounting and Appropriations Data:

1
2010-01-FPSLP-SLCR-2510
Total: $2,382,600.00

2
2010-01-FPSLP-SLINTAKE-2510
Total: $15,000.00

3
2010-01-FPSLP-SLTRNG-2510
Total: $1,400.00

Accounting and Funding Total:

Grand Total: $2,399,000.00

IDC Constraints Line Item

Line Number	Minumum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	$0.00	0.000000	$0.00
2	0.000000	$0.00	0.000000	$0.00
3	0.000000	$0.00	0.000000	$0.00
4	0.000000	$0.00	0.000000	$0.00
5	0.000000	$0.00	0.000000	$0.00
6	0.000000	$0.00	0.000000	$0.00
7	0.000000	$0.00	0.000000	$0.00
8	0.000000	$0.00	0.000000	$0.00
9	0.000000	$0.00	0.000000	$0.00

Line Item No. 1 Description

Processing and Resolving, Title VII, ADEA, and ADA Charges. Each Charge must have been filed since October 1, 2005, (or since October 1, 2004, 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.

Line Item No. 5 Description – Option Year 1

Processing and Resolving, Title VII, ADEA, and ADA Charges. Each Charge must have been filed since October 1, 2006, (or since October 1, 2005, 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.

Line Item No. 7 Description – Option Year 2

Processing and Resolving, Title VII, ADEA, and ADA Charges. Each Charge must have been filed since October 1, 2007, (or since October 1, 2006, 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.

Section C - Descriptions/Specifications/Statement of Work

Descriptions & Specifications
IDC Constraints Document

C-1 FEPA Contract

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; and, 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 25, 2009**, 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 reduce the Contractor's resources in anticipation of or as a result of the EEOC contract funds, the EEOC may consider a reduction in the Contractor's funding, restrictions placed on the use of its funds, or revisions to the Contractor's operating procedures or regulations that impact on its ability to perform under its contract, as a material breach of this contract. The Contractor will be required to return 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 **2010** are incorporated in their entirety into this contract.

III. Statement of Work

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

Charges (if applicable):

A. The Contractor shall process individual charges of employment discrimination exclusive of any charge processing resulting from other contracts for the resolution of charges that may be in effect between the Contractor and the EEOC during the term of this contract. (See Section B of this contract).

B. The Contracting Officer's Technical Representative (COTR) shall be responsible for transmitting charges initially received by the EEOC to the Contractor. 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.

C. All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2009** and **September 30, 2010** 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, and the ADA, 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 COTR 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 FEPA IMS or any successor system, if applicable. Where the Contractor is not on the FEPA 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 COTR.

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.

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

Packaging and Marking

D-1 FEPA Contract

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

Inspection and Acceptance

E-1 FEPA Contract

E.1 INSPECTION AND ACCEPTANCE

A. Inspection and Acceptance shall be made by the COTR. 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 COTR 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.

Clauses By Reference

Clause	Title
52.246-4	Inspection of Services--Fixed-Price (Aug 1996)

Section F - Deliveries or Performance

Deliveries or Performance

PERIOD OF PERFORMANCE

ITEM	START	END
1	10/01/2009	09/30/2010

PERIOD OF PERFORMANCE

ITEM	START	END
2	10/01/2009	09/30/2010

PERIOD OF PERFORMANCE

ITEM	START	END
3	10/01/2009	09/30/2010

PERIOD OF PERFORMANCE

ITEM	START	END
4	10/01/2010	09/30/2011

PERIOD OF PERFORMANCE

ITEM	START	END
5	10/01/2010	09/30/2011

PERIOD OF PERFORMANCE

ITEM	START	END
6	10/01/2010	09/30/2011

PERIOD OF PERFORMANCE

ITEM	START	END
7	10/01/2011	09/30/2012

PERIOD OF PERFORMANCE

ITEM	START	END
8	10/01/2011	09/30/2012

PERIOD OF PERFORMANCE

ITEM	START	END
9	10/01/2011	09/30/2012

F- 1 FEPA Contract

F.1 PERIOD OF PERFORMANCE

The period of performance under this contract shall be from **October 1, 2009** through **September 30, 2010**, with two one-year options to extend the term of the contract. (See Clause H.10, "Option to Extend the Term of the Contract" and Paragraph H.2 Contract Adjustments")

F.2 TIME OF DELIVERY/DELIVERABLES

A. When the Contractor enters a charge in the EEOC computerized Integrated Mission System (FEPA IMS) or any successor system the following procedures shall be used. The Contractor will:

1. Make accurate and timely charge data entries in the FEPA 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 2010** Contracting Principles.

2. Enter basic charge data into the FEPA 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 2010** 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 COTR 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 2010** Contracting Principles. The Contractor must ensure the timely and accurate entry of data into the FEPA IMS or successor system. The COTR will generate charge data lists and reports through the FEPA 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 FEPA IMS or successor system, the following procedures shall be used. The Contractor will:

1. Submit quarterly contract production reports to the COTR for review. The quarterly reports shall consist of EEOC Forms 322 - FEPA Performance Report and 472 - FEPA Charge List. Upon award of the contract, the quarterly reports must be received by the COTR not later than the 8th calendar day of the month following each quarter.

2. Furnish to the COTR, 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 COTR, 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 COTR, the Contractor will forward all charge file information, or a copy of such information, within five workdays of the requests. The COTR 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 COTR). 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 **2010** contract must be received by the EEOC prior to September 30, **2010.**

Section G - Contract Administration Data

Contract Administration Data
Accounting 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 Technical Representative: **Michael Baldonado, Director**
San Francisco District Office
Telephone: (415) 625-5611

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 TECHNICAL REPRESENTATIVE

The EEOC District Director, will serve as the Contracting Officer's Technical Representative (COTR) during the performance of this contract. The name of the authorized EEOC District Director will appear Section G.1 Contract Administration Data. The COTR 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 COTR 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 COTR is responsible for preparing 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:

National Business Center
Mail Stop D-2735, EEOC Processing
7301 W. Mansfield Ave
Denver, CO 80235-2230

B. A copy of the invoice must be sent to the designated COTR.

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, 2010**). 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., 4th 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.

B. 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

Special Contract Requirements

H-1 FEPA Contract

H.1 TITLE VII AND ADA CONFIDENTIALITY PROVISIONS

A. The Contractor agrees to abide by the confidentiality provisions of Title VII and the ADA 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 and/or ADA charge filed by a particular charging party against a particular respondent, unless a Title VII and/or ADA lawsuit has been instituted,

2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII and/or ADA 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 and/or ADA 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 or after a hearing conducted by the Contractor that involves the above information.

H.2 CONTRACT ADJUSTMENTS

A. The COTR 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 COTR 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 Employment Opportunity clauses, 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.

H.10 OPTION TO EXTEND THE TERM OF THE CONTRACT

At the option of the Government, the Contracting Officer by written notice of renewal to the contractor by the first day of each Government fiscal year (October 1), provided that the Contracting Officer shall have given preliminary notice of the Government's intention to renew at least 60 days before this contract is to expire may extend the term of the contract at the unit prices stated in Section B of this contract. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for the renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed three years (36 months).

Base Period - October 1, 2009 through September 30, 2010

Option Period I - October 1, 2010 through September 30, 2011

Option Period II - October 1, 2011 through September 30, 2012

Section I - Contract Clauses

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 days *[60 days unless a different number of days is inserted]* 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

(End of clause)

Clauses By Reference

Clause	Title
52.202-1	Definitions (Jul 2004)
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 (Sept 2006)
52.203-7	Anti-Kickback Procedures (Jul 1995)
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 (Sept 2007)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Mar 2009)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006)
52.215-2	Audit and Records--Negotiation (June 1999)
52.215-8	Order of Precedence--Uniform Contract Format (Oct 1997)

Clause	Title
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Reserved
52.222-36	Affirmative Action for Workers with Disabilities (Feb 2009)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)
52.222-39	Notification of Emlpoyee Rights Concerning Payment of Union Dues or Fees (Dec 2004)
52.222-50	Combating Trafficking in Persons (Aug 2007)
52.222-54	Employment Eligibility Verification (Jan 2009)
52.223-6	Drug Free Workplace (May 2001)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-13	Restrictions on Certain Foreign Purchases (June 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 (July 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)
52.244-6	Subcontracts for Commercial Items (Dec2009)
52.245-1	Government Property (June 2007)
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)
52.243-1 Alt I	Changes--Fixed Price (Aug 1987)- Alternate I (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

Clause	Title
52.232-23	Assignment Of Claims (Jan 1986)

Section J - List of Attachments

Exhibits and Attachments TOC

J-1 Fepa Contract

Attachment A - **Worksharing Agreement for FY 2010**

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

Attachment C - Federal Register Notice, Dated July 30, 2002

Exhibits

FISCAL YEAR **2010**

WORKSHARING AGREEMENT

Between

California Department of Fair Employment and Housing

AND

U. S. Equal Employment Opportunity Commission

WORKSHARING AGREEMENT

BETWEEN

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

and

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

FOR FISCAL YEAR 2010

INTRODUCTION

A. The CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, hereinafter referred to as the FEPA, has jurisdiction over allegations of employment discrimination filed against employers of 5 or more employees occurring within State of California based on race, religious creed, color, national origin, ancestry, physical and mental disabilities, medical condition, marital status, sexual orientation, genetic characteristics, pregnancy, age, sex, and issues involved in the family rights act. In situations involving harassment, the California DFEH (FEPA) has jurisdiction over employers with one (1) or more employees. The Equal Employment Opportunity Commission, hereinafter referred to as 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). EEOC has jurisdiction to investigate and determine charges of discrimination based on age (40 or older) under the Age Discrimination in Employment Act (ADEA) of 1967, as amended (29 U.S.C.§ 621 et.seq.), for unequal wages based on sex under the Equal Pay Act of 1963 (29 U.S.C. § 206), and over allegations of employment discrimination based on disability pursuant to Title I of the Americans with Disabilities Act of 1990,(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 State and Federal laws.

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. EEOC's receipt of charges on the FEPA's behalf will automatically initiate the proceedings of both 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 only by mutual agreement.

B. The FEPA shall take all charges alleging a violation of Title VII, ADEA, EPA, GINA or the ADA where both the FEPA and EEOC have mutual jurisdiction, or where 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 with the other Agency and or assist any person alleging employment discrimination to draft a charge in a manner which 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 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 EEOC and the FEPA) to draft charges.

E. Each Agency will make every effort to forward all dual filed charges to the other Agency within two working days of receipt. The Agency which initially takes the charge will provide notice of the charge to the Respondent within ten calendar days of receipt (EEOC Form 131-A).

F. Within ten calendar days of receipt, each Agency agrees that it will notify both the Charging Party and 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.

I. 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. EEOC and the FEPA will process all Title VII, ADA, 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 received by the FEPA between 240 and 300 days after the alleged discrimination. Charges taken from the 301st to the 365th day will be processed by the FEPA.

– All disability-based charges which 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 EEOC by the Department of Justice, Office of Federal Contract Compliance, or Federal fund-granting agencies under 29 CFR §§ 1640, 1641, and 1691.

– Any charge where EEOC is a party to a Conciliation Agreement or a Consent Decree which, 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 which have features relevant to the disposition of subsequent charges;

-- Any charge alleging retaliation for filing a charge with EEOC or for cooperating with EEOC; and

– All charges against Respondents which are designated for initial processing by the EEOC in a supplementary memorandum to this Agreement.

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 which, 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 which have features relevant to the disposition of subsequent charges;

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

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

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

– All charges alleging employment discrimination covered by both the State of California Fair Employment and Housing Act and Title VII, ADEA and ADA and which are received first by the DFEH within 240 days of the alleged violation and/or after the 300th day of the alleged violation date.

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 lawsuit 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 15 working days.

V. EXCHANGE OF INFORMATION

A. Both the FEPA and EEOC shall make available for inspection and copying to appropriate officials from the other Agency any information which 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 EEOC, the FEPA agrees to observe the confidentiality provisions of Title VII, ADEA, EPA, and ADA.

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.

VI. RESOLUTION OF CHARGES

A. Both agencies will adhere to the procedures set out in EEOC's Order 916, Substantial Weight Review Manual, and the State and Local Handbook as revised.

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 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. 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 of the Agreement. The liaison for the FEPA will be Jennifer Harlan, Deputy Director. The liaison officials for the EEOC will be the State and Local Coordinators of the San Francisco (Alex Durbin) and Los Angeles (Sara Aguirre) District Offices.

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. 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 State and Local Programs for resolution.

E. This Agreement shall operate from the first (1st) day of October 2009 to the thirtieth (30th) day of September in the year the contract ends 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: 9/25/09

[redacted]

Michael Baldonado, District Director
Equal Employment Opportunity Commission
San Francisco District Office

DATE: 9/16/09

[redacted]

Phyllis Cheng, Director
California Department of Fair Employment
and Housing

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial filing
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier _____, *if known*:

Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Entity
(*if individual, last name, first name, MI*):

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):

(attach Continuation Sheet(s) SF-LLLA, if necessary)

11. Amount of Payment (*check all that apply*):
$ _____ ☐ actual ☐ planned

12. Form of Payment (*check all that apply*):
- ☐ a. cash
- ☐ b. In-kind; specify: nature _____
  value _____

13. Type of Payment (*check all that apply*):
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e. deferred
- ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☐ No

16. 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 reported to the Congress semi-annually and 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 that $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

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.

RETREIVABILITY:

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.