

INTERAGENCY AGREEMENT
between the
Office of the Director of National Intelligence
and the
Railroad Retirement Board

A. Purpose, Authority, and Scope

The Office of the Director of National Intelligence (hereinafter "NC Agency") and the Railroad Retirement Board (hereinafter "Agency") hereby agree that, in accordance with the terms of this Interagency Agreement (hereinafter "Agreement") and the Economy Act, 31 U.S.C. § 1535, the Non-Conflict Agency (hereinafter "NC Agency") shall assume responsibility for processing the following Equal Employment Opportunity (EEO) complaint filed with the Agency:

 v. *Railroad Retirement Board*, Case No. 17-0623

Through this Interagency acquisition, the Agency is obtaining needed complaint processing services from the NC Agency on a reimbursable basis.

B. Responsibilities of the NC Agency

With respect to the matters identified in Part A of this Agreement, and pursuant to 29 C.F.R. § 1614.607, the Agency herein officially delegates authority to the NC Agency as follows:

1. The NC Agency shall accept/reject the complaint.
2. The NC Agency shall investigate the complaint.
3. The NC Agency shall prepare an investigative file and an investigative summary.
4. Upon conclusion of the investigation, the NC Agency shall provide the complainant with a copy of the report of investigation and notify the complainant of the right to a hearing or a final agency decision without a hearing.
5. If the complainant elects a hearing, the NC Agency shall forward the investigative file to the Agency to continue processing in accordance with 29 C.F.R. Part 1614.

6. If the complainant elects to have the final agency decision without a hearing, the NC Agency shall issue the final agency decision.

C. Responsibilities of Agency

With respect to the complaint identified under Part A of this Agreement, the Agency agrees to assume the following responsibilities:

1. The Agency shall transmit the complaint file to the NC Agency for processing within seven calendar days of the date that this Agreement is signed by the NC Agency and received by the Agency.
2. The Agency shall cooperate fully with the NC Agency staff assigned to process the complaint covered by this Agreement. This cooperation shall include, but not be limited to, the following:
 - a. making Agency officials and employees available for interviews, conferences, and statements under oath with the NC Agency including any employees deemed by the NC Agency to be witnesses necessary to furnish information pertinent to the complaint. This includes the obligation to provide official time to these employees.
 - b. promptly responding to any written or oral requests for information received from the NC Agency;
 - c. designating and making available an Agency official who is authorized to discuss and enter into a voluntary settlement of the complaint; and
3. The Agency will reimburse the NC Agency, as provided below and in accordance with Parts D and E of this Agreement, actual costs associated with the NC Agency's processing, to include the following:
 - i. Reimbursement to the NC Agency for all time spent by the assigned NC Agency personnel and/or contractors to process the complaint.
 - ii. Reimbursement to the NC Agency of standard rate factor (28%) of the salary rates reimbursed in Sections (i) and (ii), above, for

benefits and other costs associated with the administration of this Agreement.

- b. The Agency will pay, as provided below and in accordance with Parts D and E of this Agreement the following costs:
 - i. Payment for all air, hotel, per diem, and other travel expenses as authorized by the Federal Travel Regulations for travel by the NC Agency personnel and/or contractors required to process the complaint;
 - ii. Payment for all costs for the services of a qualified court reporter (not an Agency employee) to take verbatim affidavits or statements and prepare transcripts in connection with any investigative proceeding;
 - iii. Payment for all copying services of a commercial vendor determined to be necessary to reproduce the investigative file; and
 - iv. Payment for all other actual costs agreed to by Agency prior to incurrence of the cost, as may be necessary to the NC Agency's processing of the complaint.

D. NC Agency's Right to Determine Processing Method

The NC Agency reserves the right to determine the procedures to be utilized in the processing of the complaint identified in Part A of this Agreement. In the event that the NC Agency elects to have verbatim affidavits or statements of the witnesses made at fact-finding conferences or other investigative proceedings, the Agency agrees, subject to a ten (10) working day advance request by the NC Agency to take all necessary steps to procure the services of a qualified court reporter to transcribe investigative proceedings and to prepare transcripts of those proceedings. **The NC Agency shall not arrange and provide court reporter services on a reimbursable basis.** All arrangements shall be made by the Agency and all bills for transcription services and transcripts shall be sent directly to the Agency. Such bills shall not be sent to the NC Agency.

The Agency is responsible for ensuring that a requested court reporter is available on the day and at the time and location specified by the NC Agency. The original transcript of any proceeding and any copies ordered shall be sent directly to the NC Agency within the time frame deemed necessary by the NC Agency, but not later than **ten calendar days** from the date of the investigative proceeding.

E. Procedure for Reimbursement

1. Upon completion of the case processing, the NC Agency shall present to the Agency an itemized billing statement of the costs and expenses and the total hours expended by the assigned NC Agency personnel for services related to the processing of the complaint pursuant to Part C. 4. a. of this Agreement.

As appropriate, the itemized billing statement shall include a standard rate factor for employee benefits and administration (28%, as provided in Part C. 4. a. of this Agreement). The time expended by the assigned NC Agency personnel processing the complaint shall include time spent in a travel status and for other time spent on processing either during or after normal duty hours.

The statement shall also include a recitation of the total dollar amount to be reimbursed to the NC Agency by the Agency. Such amount shall be calculated by multiplying the total hours expended by the official hourly rate of the assigned NC Agency personnel based on the individual's official grade and step and in accordance with the applicable federal pay schedule.

Upon presentation of the itemized billing statement, collection shall be effected by the NC Agency via the U.S. Treasury's intra-governmental payment and collection system (IPAC) using the following Agency accounting data:

Agency Location Code: 95040001

Appropriation Code: 0100

DUNS/BPN Number: 832735166

Collection shall be made no later than **thirty calendar days** of the billing. The NC Agency's liaison regarding billing is [REDACTED], 301-[REDACTED]. The Agency's billing liaison regarding this Agreement is [REDACTED], 312-[REDACTED]
[REDACTED]

2. In the event that the complaint is settled, withdrawn by the complainant, or canceled by the Agency prior to the NC Agency's completion of the processing, the NC Agency shall present the Agency an itemized billing statement for all hours expended by the assigned NC Agency personnel up to such time as the complaint is settled, withdrawn, or canceled and costs incurred by the NC Agency.
3. Travel expenses relating to the processing shall be paid by the Agency using rates provided by the General Services Administration for Hotel and M & IE per diem rates, City Pairs airfares and other travel related expenses. **Travel shall not be arranged and paid for by the NC Agency on a reimbursable basis.** When the Agency's designated contact person for the complaint is notified by the NC Agency that travel arrangements are necessary with respect to the processing of the complaint, the contact person shall arrange or cause to be arranged all round-trip travel arrangements to include all airline scheduling and tickets, lodging accommodations at the destination and authorized per diem.

Prior to travel, the Agency shall deliver the necessary airline tickets (either by paper or notification of availability of electronic ticket), confirmation of lodging arrangements, and any travel advance as authorized by the Federal Travel Regulations to the designated NC Agency personnel. Upon completion of the travel, the NC Agency shall present the Agency with the necessary information and documents for the Agency to prepare a travel claim for NC Agency personnel. The Agency shall promptly process and settle such travel claims.

F. Agreement Effective Date, Term Modification, and Termination

This Agreement will become effective when signed by both the Agency and the NC Agency and will remain in effect until completion of the case processing and final payment of costs as set forth herein is made by the Agency, the complaint is settled, withdrawn by the complainant or cancelled by the Agency and final payment of costs as

set forth herein is made by the Agency. The NC Agency and the Agency may modify this Agreement by written consent. The NC Agency or the Agency may terminate this Agreement by giving 30 days advance written notice to the other.

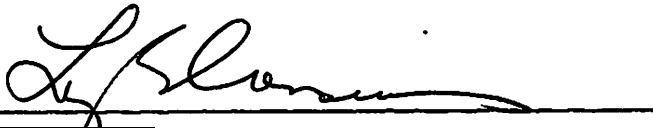
Should a disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement respective higher officials for appropriate resolution.

G. Signatures

FOR THE Railroad Retirement Board:

October 12, 2017

Date



[Redacted]

Director of Equal Opportunity

FOR THE Office of the Director of National Intelligence:

10-6-17

Date



[Redacted]

Chief, Intelligence Community EEO and Diversity