

**MODIFICATION TO
REIMBURSABLE AGREEMENT
BETWEEN THE
RAILROAD RETIREMENT BOARD (RRB)
AND THE
SOCIAL SECURITY ADMINISTRATION (SSA)
SSA AGREEMENT NUMBER RAFRRB190001**

1. SSA and RRB are parties to a Reimbursable Agreement, SSA Agreement Number RAFRRB180001, regarding representation of the RRB before the EEOC in Case No. 170623. Under this Reimbursable Agreement, SSA will provide legal representation to RRB in the Equal Employment Opportunity Commission (EEOC) formal complaint of discrimination, Case No. 170623. The base period of performance for this Reimbursable Agreement was July 23, 2018 through September 30, 2018, with four potential option years that coincide with the federal fiscal year. Through the execution of this Modification and the accompanying Form SSA-1235 for FY 2019, the parties exercise the first option year of this agreement (October 1, 2018 through September 30, 2019) as described in this Modification. A copy of the original Reimbursable Agreement is attached hereto.

2. The parties hereby modify said Reimbursable Agreement by adding to Section III, Paragraph A (SSA's Responsibilities), the following language:
 8. Participate in settlement discussions following the Initial Conference;
 9. Prepare and propound written discovery on behalf of the RRB;
 10. Respond to all discovery propounded upon RRB;
 11. Prepare for and take the deposition of the complainant;
 12. Prepare for and defend any depositions of RMOs;
 13. Draft and file summary judgment motion on behalf of the RRB;
 14. Review and respond to the complainant's summary judgment motion if filed;
 15. Review complainant's response to the RRB's summary judgment motion and file the RRB's reply in support of its summary judgment motion;
 16. Prepare written submissions, prehearing motions and exhibits in advance of the pre-hearing conference;
 17. Prepare for and appear at hearing on behalf of the RRB;
 18. File post-hearing brief on behalf of the RRB;
 19. Draft, file and implement any necessary settlement agreement;
 20. Respond to any additional pleadings filed by complainant or orders issued by the EEOC judge.

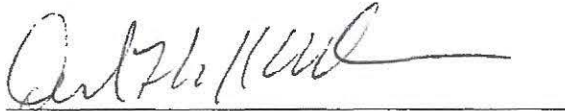
3. The parties hereby further modify said Reimbursable Agreement by adding to Section III, Paragraph B(6) (RRB's Responsibilities), the following language:
 - h. making all RRB employees available for deposition and hearing as scheduled;
 - i. producing any documents under RRB control to the SSA attorney on request for review and potential production in discovery or at hearing;
 - j. cooperating with any orders issued by the EEOC judge;

- k. implementing any actions agreed to in any settlement agreement.
4. The parties hereby further modify said Reimbursable Agreement by adding to the end of Section VIII. (Funding) the following paragraph:
- For fiscal years after 2018, the parties agree that the estimated amount to be collected by SSA from RRB will be the amount shown on the Form SSA-1235 for each fiscal year.
5. With the exception of the above modifications, all other provisions of the Reimbursable Agreement remain in full force and effect for the duration of the Agreement.

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Modification.

SOCIAL SECURITY ADMINISTRATION:

RAILROAD RETIREMENT BOARD:



Daniel F. Callahan
Deputy General Counsel

11/7/18
DATE



Pamela M. Tate
Director of Equal Opportunity

12/4/2018
DATE