

**Assignment Agreement
Title IV of the
Intergovernmental Personnel Act of 1970
(5 U.S.C. 3371 - 3375)**

Instructions for Incoming Assignments

This package applies to non-Federal employees coming to work at SSA.

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government", when appearing on this form, refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 30 days of the effective date of the assignment, one copy of this form must be sent to:

Executive & Special Services Staff
Room 2510 Annex Building
6401 Security Boulevard
Baltimore, MD 21235
Attn: IPA

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program may be addressed to:

Karen Makino
Phone: 410-965-4473
Fax: 410-965-4391
Email: karen.makino@ssa.gov

PART 1 NATURE OF ASSIGNMENT AGREEMENT

1. Origin of Assignment Agreement (check all that apply)

- New Agreement
- Modification of existing agreement
- Extension of existing agreement

PART 2 INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (*Last, First, Middle*)

3. Social Security Number

4. Home Address (*Street, City, State, ZIP Code*)

5A. Has assignee served on a previous IPA assignment?

- Yes (complete 5B)
- No (omit 5B)

5B. Dates of previous IPA assignment(s):

FROM: TO:

PART 3 PARTIES TO THE AGREEMENT

6. Federal Agency/DC Office/Component that is party to the agreement

7. Eligible Non-Federal Co-Sponsor

8. Is assignment being made through a faculty fellows program?

Yes (complete 8A) No (omit 8A)

8A. Name of program.

PART 4 POSITION DATA

A. Current Position

9. Employment Office Name and Address <i>(Building, Street, City, State and ZIP Code)</i>	10. Employee's Position Title and Job Series	11. Office Phone No. <i>(Area Code)</i>
	12. Immediate Supervisor <i>(Name and Title)</i>	

B. Current Appointment Type

13. Federal Employees <i>(Check appropriate box.)</i> <input type="checkbox"/> Career Competitive <input type="checkbox"/> Other <i>(Specify)</i>			Grade Level Salary	14. Non-Federal Employees Non-Federal Annual Salary	Original Date Employed by the Non-Federal Organization (eligible non-Feds must have been employed at least 90 days)
---	--	--	-----------------------------------	--	--

C. Position to Which Assignment Will Be Made

15. Employment Office Name and Address <i>(Building, Street, City, State and ZIP Code)</i>	16. Assignee's Position Title	17. Office Phone No. <i>(Area Code)</i>
	18. Immediate Supervisor <i>(Name and Title)</i>	

PART 5 TYPE OF ASSIGNMENT

19A. Check appropriate Box <input type="checkbox"/> On detail from a Federal Agency <input type="checkbox"/> On leave without pay from a Federal Agency <input type="checkbox"/> On detail to a Federal Agency <input type="checkbox"/> On appointment in a Federal Agency 19B. <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Intermittent	20. Period of Assignment <i>(Month, Day, Year)</i> From: To:
--	--

PART 6 REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating Federal and non-Federal co-sponsoring organizations. In addition, indicate how the employee's newly acquired skills will be utilized at the completion of this assignment.

PART 7 POSITION DESCRIPTION

Major duties and responsibilities to be performed while on the mobility assignment (complete 22-A or 22-B).

22A. ___ Unclassified duties described below approximate level of difficulty of duties of permanent assignment:

22B. _____ A classified description of duties is attached for:

_____ LWOP/appointment assignment

_____ detail assignment significantly different from duties of permanent assignment

PART 8 EMPLOYEE BENEFITS

23. Rate of Annual Basic Pay during assignment:
\$ _____ (12 mos.)

25A. Annual leave benefits for which assigned employee is eligible:

25B. Sick leave benefits for which assigned employee is eligible:

24. Special Pay Conditions:

25C. Official authorized to approve annual or sick leave:

25D. Periodic time and attendance reports to be provided by telephone, and written confirmation

to follow:

____ Every: _____ (not applicable)

25E. Co-Sponsor officials designated to communicate time and attendance information:

Reporter

Receiver

Name:

Title:

Telephone:

Fax:

Email:

Address:

____ Other:

____ Employee will observe holidays:

____ Federal

____ Other (specify)

____ Both

PART 9 FISCAL OBLIGATIONS

26. Determine the relative benefit accruing to each co-sponsoring organization based on the Assignment Purposes listed below. Place a number in the boxes under the beneficiary as follows:

-2- Principal Purpose(s) -1- Lesser Purpose(s) -0- Not Applicable

PRINCIPAL PURPOSES OF THE ASSIGNMENT	FEDERAL (A)	NON-FEDERAL (B)
___ Developmental Opportunity for Assignee (benefits sending co-sponsor)		
___ Supports Agency Mission (benefits sending co-sponsor)		
___ Supports Government-wide Initiatives (benefits Federal co-sponsor)		
___ Strengthens Intergovernmental Relations (benefits both)		
___ Meets Temporary Need for Skilled Personnel (benefits receiving co-sponsor)		
___ Share Scarce Expertise (benefits receiving co-sponsor)		
___ Assists in the Transfer of new Ideas and Technology (benefits receiving co-sponsor)		
___ Other (Please specify)		
TOTALS		

COMPUTE BENEFIT RATIO:

On the basis of 100% determine what percentage of the benefits from the assignment will be received by each co-sponsoring organization (e.g., Federal 40%/Non-Federal 60%):

1. Add (A) to (B) = (C) ___
2. Divide (A) by (C) = ___% Benefit to Federal
3. Divide (B) by (C) = ___% Benefit to Non-Federal

27A. Cost-Sharing of Salary and Allowable Expenses (At rates of first day of assignment/extension)	Total Costs	Federal Share	Total Non-Federal Share	Ratio
*Annual Salary (or monthly salary annualized)	\$	\$	\$	/
*Annual Employee Benefit Costs (retirement, etc.)	\$	\$	\$	/
Total Annualized Salary & Benefit Costs	\$	\$	\$	/
**Length of Assignment Multiplier		X		
Salary and Benefit Cost over Assignment Period	\$	\$	\$	/
***Federally Authorized Relocation Expenses	\$	\$	\$	/
Pre-Assignment Calculation of Assignments Cost	\$	\$	\$	/

* Salary and benefit cost are arbitrarily those as of the first day of the proposed assignment or extension (adjustments for changes in pay and benefits during assignment are recorded in Block 24).

** Examples: 2 year would be: **X 2** 8 months would be: X .67 1 full year would be: **X 1**

*** Return trip costs at end of assignment are arbitrarily those of initial relocation unless a different method of return is planned (exclude expected job related travel expenses during assignment period which assignee will bill to gaining co-sponsor in the same manner as other employees of the gaining co-sponsor)

27B. Determination of Need for Variance Approval

Federal

Non-Federal

Benefit Ratio (last line from Block 26)

_____ / _____

Cost-Sharing Commitments (last line from Block 27A.)

_____ / _____

____ Federal costs are the same or less than the estimated Federal benefit (go to block 27-D)

____ Federal costs exceed the estimated Federal benefit

_____ justification for variance is attached

27C. Officials responsible for carrying out financial terms of agreement:

Federal

Non-Federal

Name:

Title:

Telephone:

Address:

27D. Frequency and method by which co-sponsors will bill and pay costs to be shared:

PART 10 CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

____ 28. Applicable Federal, State or local conflict of interest laws have been reviewed with the employee to assure that conflict of interest situations do not inadvertently arise during this assignment.

____ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

A non-Federal employee on assignment to a Federal agency, whether by appointment or on detail, is subject to a number of provisions of law governing the ethical and other conduct of Federal employees. Title 18, United States Code, prohibits certain kinds of activity:

- receiving compensation from outside sources for matters affecting the Government (section 203),
- acting as agent or attorney for anyone in matters affecting the Government (section 205),
- acting or participating in any matter in which he or she, the immediate family, partner; or, the organization with which he or she is connected has a financial interest (section 208),
- receiving salaries or contributions from other than Government sources for his or her Government services (section 209),

- soliciting political contributions (sections 602 and 603),
- intimidating to secure political contributions (section 606),
- failing to account for public money (section 643),
- converting property of another (section 654),
- disclosing confidential information (section 1905); and,
- lobbying with appropriated funds (section 1913).

Non-Federal employees are also subject to the Ethics in Government Act of 1978; 5 CFR part 735 which regulates employee responsibilities and conduct; as well as agency standards of conduct regulations. The Intergovernmental Personnel Act does not exempt a Federal employee, whether on detail or on leave without pay, from Federal conflict-of-interest statutes when assigned to a non-Federal organization. The Federal employee may not act as an agent or attorney on behalf of the non-Federal entity before a Federal agency or a court in connection with any proceeding, application, or other matter in which the Federal Government is a party or has a direct and substantial interest. The Federal agency should be particularly alert to any possible conflict-of-interest, or the appearance thereof, which may be inherent in the assignment of one of its employees. Conflict-of-interest rules should be reviewed with the employee to assure that potential conflict-of-interest situations do not inadvertently arise during an assignment.

Under the terms of the *Indian Self-Determination and Educational Assistance Act*, Federal employees on assignment to an Indian tribal government are exempt from conflict-of-interest provisions concerning representational activities, provided the employee meets notification requirements. Federal employees may act as agents or attorneys for, or appear on behalf of, such tribes in connection with any matter pending before any department, agency, court, or commission, including any matter in which the United States is a party or has a direct and substantial interest. The Federal assignee must advise, in writing, the head of the department, agency, court, or commission with which he or she is dealing or appearing on behalf of the tribal government, of any personal and substantial involvement he or she may have had as an officer or employee of the United States in connection with the matter involved.

Non-Federal employees on assignment to the Federal Government are subject to the provisions of 5 USC chapter 73, United States Code (Suitability, Security, and Conduct, including restrictions on political activity), and any applicable non-Federal prohibitions.

Part 11 OPTIONS

30. Federal Benefit Options	Required	Elected	Declined	N/A
Federal Employees Group Life Insurance (FEGLI)				
Basic Coverage				
Option A				
Option B __x1 __x2 __x3 __x4 __x5				
Option C __x1 __x2 __x3 __x4 __x5				
Federal Civil Service Retirement System				
Thrift Savings Plan				
Federal Withholding for Medicare Only (Federal employees)				
Payroll Withholding for (all) Social Security Programs				
Federal Employee Health Benefits				

Column TOTALs Federal Government Employer Costs \$ _____ \$ _____ \$ _____ \$ _____
TOTAL to be carried to Block 27-A, line 2, first column \$ _____

31. Non-Federal Benefit Options	Pay Period Cost (to employer)	Annualized Costs (to employer)
---------------------------------	----------------------------------	-----------------------------------

TOTAL (to be carried to Block 27A, line 2, first column) \$ _____

32. Other Benefits (indicate any other employee benefits to be made part of this agreement)

PART 12 TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33A. Indicate (1) whether Federal or non-Federal agency will pay travel and transportation expenses to, from and during the assignment and (2) which travel and relocation expenses will be provided.

33B. Other travel, transportation meeting or conference attendance costs, etc., for which assignee will be supported or reimbursed and which co-sponsor will reimburse or support during period of assignment (guaranteed to assignee but NOT cost-shared by co-sponsors).

PART 13 APPLICABILITY OF RULES, REGULATIONS, AND POLICIES

34. Initial Appropriate Items:

- _____ A. I will observe the rules and policies governing the internal operation and management of the agency to which I am assigned.
- _____ B. I have been informed that my assignment may be terminated at any time at the option of the Federal or non-Federal agency.
- _____ C. I have been informed that any travel and transportation expenses (per diem at the assignment or relocation expenses) covered from Federal agency appropriations may be recoverable as a debt due the United States if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- _____ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- _____ E. I agree to return to Federal service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment. *(For Federal employees only)*

F. I understand, as a non-Federal employee assigned to a Federal agency, that I may return to my non-Federal position occupied prior to my assignment or to one of comparable pay, duties, and seniority and that my employee rights and benefits are fully protected. *(For Non-Federal employees only)*

PART 14 CERTIFICATION OF ASSIGNED EMPLOYEE

35. In signing this agreement, I certify that I understand and will comply with the requirements and the terms of this agreement and agree to the rules, regulations and policies applicable.

Signature of Assignee

Date

Printed Name

PART 15 CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he/she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

36. Component Supervisor

I further certify that I understand and will comply with the requirement of Federal supervisors both during the assignment period and during the post-assignment evaluation period.

Signature of Component Supervisor

Date

Printed Name

37. Certification of Component Deputy Commissioner

I endorse all terms provided in this agreement. If a non-Federal employee is to be assigned to a Federal position, I certify that this assignee's skills are not available among former employees registered on a Reemployment Priority List for the commuting area of the assignment (this applies if SSA undergoes a RIF).

Signature of Component Deputy Commissioner

Date

Printed Name

38. Certification of Authorizing Non-Federal Official Resources

39. Certification of Deputy Commissioner for Human Resources

In signing this agreement we certify that the description of duties is current and fully and accurately describes those of the assigned employee, that this assignment is being entered into (or extended) for a sound, mutually beneficial, public purpose and not solely for the employee's benefit, and that at the completion of the assignment, the participating employee will be returned to the position occupied at the time this agreement was entered into or a position of like seniority, status, and pay unless the employee must be subject to reduction-in-force (RIF) procedures:

Signature of Authorizing Non-Federal Official

Signature of Deputy Commissioner for Human Resources

Printed Name

Printed Name

Date

Date

40. Certification of Commissioner of SSA

Signature

Date

Printed Name

Privacy Act Statement

Title 5 U.S.C sections 3373 and 3374, and Executive Order 9397, as amended, authorize us to collect this information, including your Social Security number. We will use the information you provide to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. We may also use the information as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by Federal, State, or local income taxing agencies.

Furnishing us this information is voluntary. However, failing to provide us with all or part of the information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

We rarely use the information you supply for any purpose other than to document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. However, we may disclose information to another person or to another agency in accordance with approved routine uses, which include but are not limited to the following:

1. To the Office of Personnel Management, the Merit Systems Protection Board (MSPB), or the Office of the Special Counsel when information is requested in connection with appeals, special studies of the civil service and other merit systems, review of those agencies' rules and regulations, investigation of alleged or possible prohibited personnel practices, and for such other function of these agencies as may be authorized by law, e.g., 5 U.S.C. 1205 and 1206.
2. To comply with Federal laws requiring the release of information from Social Security records (e.g., to the Government Accountability Office and Department of Veterans' Affairs);

3. To the General Services Administration and the National Archives Records Administration (NARA) under 44 U.S.C. 2904 and 2906, as amended by the NARA Act of 1984, information which is not restricted from disclosure by Federal law for the use of those agencies in conducting records management studies.
4. To facilitate statistical research, audit, or investigative activities necessary to assure the integrity and improvement of Social Security programs (e.g., to the Bureau of the Census and private concerns under contract to Social Security).

A complete list of routine uses for this information is available in the U.S. Office of Personnel Management's System of Records Notice OPM/GOVT-1, entitled General Personnel Records, and our System of Records Notice 60-0239, entitled Personnel Records in Operating Offices. Our notices and additional information regarding this form are available on-line at www.socialsecurity.gov or at any of our local personnel offices.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 30 minutes to read the instructions, gather the facts, and answer the questions. **SEND OR BRING THE COMPLETED FORM TO THE EXECUTIVE & SPECIAL SERVICES STAFF USING THE ADDRESS LISTED ON PAGE 1 OF THIS DOCUMENT.** *You may send comments on our time estimate above to: SSA, 6401 Security Blvd, Baltimore, MD 21235-6401. Send only comments relating to our time estimate to this address, not the completed form.*

Extension Request

Variance approval not required as explained in Block 27B of Initial agreement

Justification for variance explained in Block 27B of Initial agreement

Other justification:

27D. Frequency and method by which co-sponsors will bill and pay shared costs.

32. All other terms of the previously approved agreement remain the same except as noted below:

CERTIFICATION AND CONCURRENCE: The mutual benefits described in the initial agreement for both the Federal and non-Federal co-sponsors are expected to continue through this extension period:

35. Signature of Assignee

Date

Printed Name

36. Signature of Component Supervisor

Date

Printed Name

37. Signature of Component Deputy Commissioner

Date

Printed Name

38. Signature of Non-Federal Official

Date

Printed Name and Title

39. Signature of Deputy Commissioner Human Resources

Date

Printed Name

40. Signature of Commissioner, SSA

Date

Printed Name

The following pages contain checklists that are to remain with this agreement.

Obligated Service Agreement



SOCIAL SECURITY

Obligated Service Agreement

IPA Assignee Name:

Date of Assignment:

IPA Assignee, please initial the appropriate statement below.

I agree, as an SSA employee on IPA assignment, to return to Federal service for a period equal to the length of my assignment. If I fail to carry out this agreement, I will reimburse SSA for its share of the assignment costs (exclusive of salary and benefits).

I agree to the above statement (SSA employee).

I am not an SSA employee.

IPA Assignee, please initial the item below and sign and date this agreement.

Any travel and transportation expenses (per diem at the assignment location or limited relocation expenses), **except travel expenses paid for traveling away from the assignment location**, that were covered by SSA funds will be recoverable as a debt due the United States if I fail to serve through the completion of my assignment, unless terminated earlier by either employer or 1 year whichever is shorter, or unless SSA waives the debt.

I agree to the above statement.

Employee Signature

Date

Printed Name

Checklist for Incoming Assignments

INTERGOVERNMENTAL PERSONNEL ACT CHECKLIST FOR INCOMING ASSIGNMENTS
(SSA Modification 10/08)

NAME OF POTENTIAL INTERGOVERNMENTAL PERSONNEL ACT (IPA) ASSIGNEE:

NAME OF SSA COMPONENT PROVIDING THE POTENTIAL IPA ASSIGNMENT:

Please check appropriate box and provide explanation. If you need additional space, please insert another page and reference the numbered question.

Hint: Position your cursor at the end of this document. On your keyboard press down on the Control key. While holding the Control key down, press the Enter key. A new page will appear.

QUESTION	YES	NO	EXPLANATION
1. Has the employee been a permanent career employee of the non-Federal organization for at least 90 days? If no, employee cannot be selected for an IPA assignment.			
2. Does the employee possess skills and expertise not available in the Federal workforce? If no, please explain.			
3. Can the proposed task be accomplished by contract or consultant? If no, please explain.			
4. Has employee been given SSA Standards of Conduct information?			
5. Are sufficient funds available for this assignment?			
6. Is SSA paying more than 50% of the total cost-sharing? If yes, has a justification been included with the IPA Agreement?			
7. Is the employee aware he/she will be required to repay SSA for travel and transportation expenses that were paid in connection with the assignment if he/she fails to complete the required period (unless the assignment is terminated earlier by either organization)?			
8. Is the employee aware he/she must return to the non-Federal organization upon completion of the assignment?			
9. Has the individual participated in this program for 4 continuous years? If yes, there must be a 12-month return to duty with their originating organization.			
10. For documentation purposes, attach a resume to this agreement.			

We have reviewed the information indicated above along with the attached IPA Assignment Agreement and recommend approval of this assignment.

Component Associate Commissioner's Signature

Date

Printed Name

Component Deputy Commissioner's Signature

Date

Printed Name

PLEASE RETURN THIS FORM TO:

Office of the Deputy Commissioner for Human
Resources/Executive and Special Services Staff
Room 2510 Annex Building,
6401 Security Boulevard
Baltimore, Maryland 21235-6401
ATTN: IPA Staff