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

Removed color and the heading "Instructions for Incoming Assignments"

3. Social Security Number

Extension of existing agreement

## Instructions for Outgoing 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 (IPA) 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 Mail to: <u>karen.makino@ssa.gov</u>

PART 1 Nature of Assignment Agreement

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

New Agreement Modification of existing agreement

PART 2 Information on Participating Employee

2. Name (Last, First, Middle)

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):

#### 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 (Building, Street, City, State and ZIP Code)

Page	of
------	----

10. Employee's Position Title and Job Series	
11. Office Phone No. (Area Code)	
12. Immediate Supervisor (Name and Title)	
13. Federal Employees (Check appropriate box.)	nt Appointment Type
Career Competitive Other (Specify)	
Grade Level	Salary
14. Non-Federal Employees	
Salary	Original Date Employed by the Non-Federal Organization
(eligible non-Feds must have been employed at least s	J0 days)
C. Position to Wh	ich Assignment Will Be Made
15. Employment Office Name and Address (Building, Street	et, City, State and ZIP Code)
16. Employee's Position Title	
17. Office Phone No. (Area Code)	
18. Immediate Supervisor (Name and Title)	
PART 5 Type of Assignment	
19A. Check appropriate Box	
On detail from a Federal Agency	On leave without pay from a Federal Agency
On detail to a Federal Agency	On appointment in a Federal Agency
19B.	ime Intermittent
20. Period of Assignment (Month, Day, Year)	
From:	То:
PART 6 Reason for Mobility Assignment	
	iscuss how the work will benefit the participating Federal and non- ate how the employee's newly acquired skills will be utilized at the
PART 7 Position Description	

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

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

Form <b>SSA-188</b> (08-2017)	Page of
22B. A classified description of duties is attached for:	
LWOP/appointment assignment	
Detail assignment significantly different from duties o	f permanent assignment
PART 8 Employee Benefits	
23. Rate of annual basic pay during assignment \$	(12 mos.)
24. Special Conditions	
or as a merit pay adjustment for this assignee) and ben between co-sponsors and shared at the established co- agreement document.	es, or to individual employees after a prescribed length of service, hefit costs will be reported on quarterly or other periodic billing st-sharing ratio for that category without a revision of this
Other:	
Employee will observe holidays: Federal Other	
25A. Annual leave benefits for which assigned employee is elig	
25B. Sick leave benefits for which assigned employee is eligib	le:
25C. Official authorized to approve annual or sick leave:	
25D. Periodic time and attendance reports to be provided by te	elephone, and written confirmation to follow:
Every:	(not applicable)
25E. Co-Sponsor officials designated to communicate time and	d attendance information:
Reporter	
Name:	
Title:	Telephone:
Fax:	Email:
Address:	
Receiver	
Name:	
Title:	Telephone:
Fax:	Email:
Address:	

### PART 9 Fiscal Obligations

26. Determine the relative benefit accruing to each co-sponsoring o	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	Adding fillable table which auto-calculates totals	
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) = %		Percent Benefit to Federa	I
3. Divide (B) by (C) = %		Percent 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
*Annual Salary (or monthly salary annualized)	\$	\$	\$
*Annual Employee Benefit Costs (retirement, etc.)	\$	\$	\$
Total Annualized Salary & Benefit Costs	\$	\$	\$
**Length of Assignment Multiplier	Х		
Salary and Benefit Cost over Assignment Period	\$	\$	\$
***Federally Authorized Relocation Expenses (exclude expected job related travel expenses during assignment period)	\$	\$	\$
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).
Adding fillable table which

- \*\* Examples: 2 year would be: X 2 8 months would be: X 0.67 1 full year would be: X 1 auto-calculates totals
- \*\*\* 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)

Revising language for ***	
bullet point	

Form <b>SSA-188</b> (08-2017)		Page of
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	( 27D)	
Federal costs exceed the estimated Federal benefit		
Justification for variance is attached		
27C. Officials responsible for carrying out financial terms of agreement:		
Federal		
Name:		
Title: Telephone:		
Address:		
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 of interest situations do not inadvertently arise during this assignment.	h the employee to ass	ure that conflict
29. The employee has been notified of laws, rules and regulations, and policies on en her while on this assignment.	mployee conduct which	apply to him/
A non-Federal employee on assignment to a Federal agency, whether by appointment or oprovisions of law governing the ethical and other conduct of Federal employees. Title 18, l 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).

#### Form **SSA-188** (08-2017)

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.

			Adding fillabl	e table which
PART 11 Options		auto-calculates totals		
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	\$	\$	\$	\$
				1

## TOTAL to be carried to Block 27A, 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 cosponsors).

### Part 13 Applicability of Rules, Regulations, and Policies

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 (RIF) 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

Printed Name

#### 37. 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 Compo	nent Deputy Commissioner	

**Printed Name** 

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:

38. Certification of Authorizing Non-Federal Official			
Signature of Authorizing Non-Federal Official	Date		

Printed Name

39. Certification of Deputy Commissioner for Human Resources			
Signature of Component Deputy Commissioner	Date		

Printed Name

40. Certification of Commissioner of SSA

Signature

Printed Name

Date

Date

Date

# Privacy Act Statement Collection and Use of Personal Information

Sections 3371-3375 of title 5 of the U.S. Code allow us to collect this information. Furnishing us this information is voluntary. Failing to provide all or part of the information may result in your ineligibility to participate in the Intergovernmental Personnel Act (IPA) Mobility Program. See Revised Privacy Act Statement Attached

We will use the information to document your IPA assignment. We may also share your information for the following purposes, called routine uses:

- . To a Federal, State, or local agency maintaining civil, criminal or other relevant enforcement records or other pertinent records, such as current licenses, if necessary to obtain a record relevant to an Agency decision concerning the hiring or retention of an employee, the issuance of a security clearance, the letting of a contract, or the issuance of a license, grant or other benefit; and
- 2. To a Federal agency, in response to its request, in connection with the hiring or retention of an employee, the issuance of a security clearance, the reporting of an investigation of an employee, the letting of a contract, or the issuance of a lidense, grant or other benefit by the requesting agency, to the extent that the record is relevant and necessary to the requesting agency's decision on the matter.

In addition, we may share this information in accordance with the Privacy Act and other Federal laws. For example, where authorized, we may use and disclose this information in computer matching programs, in which our records are compared with other records to establish or verify a person's eligibility for Federal benefit programs and for repayment of incorrect or delinquent debts under these programs.

A list of additional routine uses is available in the U.S. Office of Personnel Management's (OPM) government-wide System of Records Notice (SORN) OPM/GOVT-1, entitled General Personnel Records and in our Privacy Act SORN 60-0239, entitled Personnel Records in Operating Offices. Additional information and a full listing of all our SORN's are available on our website at www.socialsecurity.gov/foia/bluebook.

## **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 AS 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** <u>only</u> comments relating to our time estimate to this address, not the completed form.

### **Extension Request**

# EXTENSION OF ASSIGNMENT AGREEMENT UNDER THE INTERGOVERNMENTAL PERSONNEL ACT

(Numbered Items match Initial Agreement Information Blocks)

2. Assignee's Name (Last, First, Middle) 3. Social Security Number 6. Federal Agency Co-Sponser (SSA/DC/Office/Component) 7. Non-Federal Agency Co-Sponsor 20A. Previously Approved Assignment Period From: To: 20B. Proposed Period for Extension To: From: 20C. Reason for Extension 27A. Cost-Sharing of Salary and **Total Non-Federal** Allowable Expenses (At rates of Total Costs Federal Share Ratio Share first day of assignment/extension) \*Annual Salary (or monthly salary \$ \$ \$ %/ % annualized) \*Annual Employee Benefit Costs \$ \$ \$ %/ % (retirement, etc.) **Total Annualized Salary &** \$ \$ \$ %/ % **Benefit Costs** \*\*Length of Assignment Multiplier Х Salary and Benefit Cost over \$ \$ \$ %/ % Assignment Period \*\*\*Federally Authorized Relocation Expenses (exclude expected job-\$ \$ \$ %/ % related travel expenses during assignment period) 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 the extension period are recorded in Block 24 of the initial agreement unless modified in Item #32B).

\*\* Examples: 2 year would be: X2 8 months would be: X0.67 1 full year would be: X1 auto-calculates totals

\*\*\* 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).

Revising language for \*\*\* bullet point

Benefit Ratio (Last line from Block 26 of initial agreement)         Cost-Sharing Commitments (last line from Block 27A above)         Federal costs are the same or less than the estimated Federal benefit (go to Item         Federal costs exceed the estimated Federal benefit         Variance approval not required as explained in Block 27B of Initial agreement	Federal #32)	/ / /	Non-Federa
Cost-Sharing Commitments (last line from Block 27A above) Federal costs are the same or less than the estimated Federal benefit (go to Item Federal costs exceed the estimated Federal benefit	#32)	/	
<ul> <li>Federal costs are the same or less than the estimated Federal benefit (go to Item</li> <li>Federal costs exceed the estimated Federal benefit</li> </ul>	h #32)	/	
Federal costs exceed the estimated Federal benefit	ı #32)		
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 note	ed below:		
CERTIFICATION AND CONCURRENCE: The mutual benefits described in the initial agreed and construct the continue through this extension period:	eement for both	the Fede	eral and non-
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			
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**

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

**Printed Name** 

Date

# **Checklist for Outgoing Assignments**

# INTERGOVERNMENTAL PERSONNEL ACT CHECKLIST FOR OUTGOING ASSIGNMENTS

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.

Question	Yes	No	Explanation
1. Has the employee been a full-time career/career conditional employee for at least 3 months prior to the assignment?			
2. Is the employee a career appointee in the Senior Executive Service?			
3. Is the employee serving in the excepted service with similar tenure as career or career conditional?			

If you did not answer yes to any **one** of the above, the employee cannot be selected for an IPA assignment

<ol> <li>Does the employee possess the necessary skills required by the non-federal organization? If no, employee cannot be selected for an IPA assignment.</li> </ol>		
<ol> <li>Is the employee's current appraisal fully satisfactory or above? If no, employee cannot be selected for an IPA assignment.</li> </ol>		
6. Has the employee served on previous IPA assignments totaling more than 6 years? If yes, the employee may not serve on another IPA assignment.		
7. Can the component do without the employee's expertise and service for the length of the assignment? If yes, please explain how.		

Form SSA-188 (08-2017)

Page	of
------	----

Question	Yes	No	Explanation
8. Is the non-federal organization willing to pay 100% of the total cost of the assignment in advance? If no, the assignment cannot be approved unless a waiver is requested.			
9. Will the assignment be made to the immediate staff of elected chief executives of state or local governments? If yes, contact ESSS to obtain OGC approval (Hatch Act).			
10. Is the employee aware of the requirement to return to Federal service for a time equal to the length of the assignment, or be liable for all expenses (exclusive of salary and benefits) associated with the assignment?			
11. Have all potential conflict-of-interest issues been fully resolved?			
12. For documentation purposes, attach a resume to this agreement.			
We have reviewed the information indicated above along with t of this assignment.	he attache	ed IPA Ass	signment Agreement and recommend approval
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			