

**INTERGOVERNMENTAL PERSONNEL ACT (IPA) AGREEMENT**

The Intergovernmental Personnel Act (IPA) authorizes temporary assignments via detail or temporary appointment of permanent employees between the federal government and state and local governments, colleges and universities, Indian tribal governments, federally funded research and development centers and other eligible organizations (5 U.S.C. Chapter 33, Subchapter VI, and 5 CFR Part 334).

This agreement must be signed by all parties prior to the effective date of an IPA assignment (5 CFR 334.106). No other IPA Agreements may be used.

For rules on eligible participants and organizations, time limits, authorized reimbursable expenses, and other IPA requirements, see HHS Instruction 300-3, Details and IPA Assignments at <https://www.hhs.gov/about/agencies/asa/ohr/hr-library/300-3/index.html>.

TYPE OF IPA AGREEMENT

New Assignment Modification Extension

The employing OpDiv/StaffDiv's servicing Ethics office must review and certify all IPA agreements, including new assignments, modifications, and extensions. OpDivs/StaffDivs should contact their servicing Ethics office ASAP, so a prospective IPA participant/assignee can complete a financial disclosure report, as required, and the Ethics office can begin reviewing the participant's financial holdings and outside affiliations to ensure there are no conflicts of interest with the duties of the proposed IPA assignment. Find a list of OpDiv/StaffDiv Deputy Ethics Counselors and Ethics Coordinators at <https://www.hhs.gov/about/agencies/ogc/contact-ogc/agency-deputy-ethics-counselors-and-ethics-coordinators/index.html>.

PARTIES TO AGREEMENT

FEDERAL AGENCY (*Department, Bureau/Component/Division & Address*)

NON-FEDERAL ORGANIZATION*

* OpDivs/StaffDivs must verify a non-federal organization's eligibility and certify the organization prior to the IPA assignment. See <https://www.hhs.gov/about/agencies/asa/ohr/hr-library/300-3/index.html> for instructions and regulatory requirements.

PARTICIPANT INFORMATION

NAME (*Last, First, Middle Initial*)

ADDRESS

DATES SERVED (*mm/dd/yyyy*) ON IPA ASSIGNMENT(S)*

FROM

TO

FROM

TO

FROM

TO

* IPA not allowed if the participant has served four (4) continuous years on a single IPA assignment without at least a 12-month return to duty with permanent employer (5 CFR 334.104(c))

* 6-year career max for federal employees (5 CFR 334.104(b))

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POSITION INFORMATIONCURRENT ORGANIZATION/AGENCY NAME AND ADDRESS (*Street, City, State, Zip Code*)

CURRENT POSITION TITLE

PAY PLAN, OCCUPATIONAL SERIES, GRADE/STEP
(*or Annual Salary excluding bonuses if a non-federal employee*)IMMEDIATE SUPERVISOR (*Name and Title*)TELEPHONE NUMBER (*include area code*)ORIGINAL DATE EMPLOYED (*mm/dd/yyyy*)CURRENT DUTY LOCATION (*City, State*)

TYPE OF EMPLOYMENT

Career Other (*Specify*)**IPA ASSIGNMENT INFORMATION**

TYPE OF ASSIGNMENT

On Detail from a Federal Agency
On LWOP from a Federal Agency
On Detail to a Federal Agency
On Appointment to a Federal Agency

PERIOD OF ASSIGNMENT (*mm/dd/yyyy*)

FROM

TO

POSITION TITLE/SERIES/GRADE

WORK SCHEDULE
(*full-time, part-time, or intermittent including hours of work*)IMMEDIATE SUPERVISOR (*Name and Title*)TELEPHONE NUMBER (*include area code*)MAJOR DUTIES AND RESPONSIBILITIES OF IPA ASSIGNMENT (*more space available at end of form*)REASON FOR ASSIGNMENT (*explain how the IPA supports the OpDiv/StaffDiv's mission and will benefit both organizations, 5 U.S.C. 3372*)

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PAY, LEAVE, BENEFITS AND PERFORMANCE

Federal Employees

Federal employees on IPA assignments remain employees of their employing federal agency, occupying their official position of record, including for the purposes of the computation of basic pay, promotion, retirement, benefits, bargaining unit status, compensation for injury or death, and military benefits. Service while on an IPA assignment is credited for time-in-grade purposes at the grade of the position the employee officially holds. Employees are required to fulfill any mandatory training requirements while on assignment, and supervisors must consider employees for promotion (5 CFR 335.103(b)(2)). Employees return to their official position of record upon completion of assignment or are reassigned to a position of like pay and grade (5 CFR 334.107(b)).

A federal employee may not receive pay in addition to the pay of their official position of record for performing the duties of another position (5 U.S.C. 5535(b)).

The rate of pay for a federal employee detailed to a federally funded research and development center may not exceed the rate of pay the employee would be paid for continued service in his/her HHS official position of record (5 U.S.C. 3372(e)(1)).

Federal employees on leave without pay (LWOP) while on an IPA assignment are:

- (1) Entitled to receive supplemental pay from their employing federal agency, if the state or local government rate of pay is less than the rate of pay the employee would have received had they not agreed to the IPA assignment. Supplemental pay is in amount equal to the difference between their official rate of pay and the state or local government rate (5 U.S.C. 3373(c)(1)); and
- (2) Entitled to the continuation of federal health and life insurance as long as the employee continues to make employee contributions; and entitled to credit for the period of the IPA assignment toward federal retirement and unemployment compensation as specified under 5 U.S.C. 3373(c)(3), except as limited therein. For additional information, see <https://www.opm.gov/policy-data-oversight/pay-leave/leave-administration/fact-sheets/effect-of-extended-leave-without-pay-lwop-or-other-nonpay-status-on-federal-benefits-and-programs/> or consult their employing federal agency's benefits officer.

Non-Federal Employees on Detail Under IPA

Non-federal employees detailed to HHS OpDivs/StaffDivs remain employees of their non-federal organization. They continue to be paid by their non-federal employer; are not covered by the federal government leave system; and are not eligible to enroll in the federal health benefits programs, group life insurance, or the federal retirement system.

Non-federal employees detailed to a classified position earn the basic rate of pay, including locality, equal to the salary of the classified position. If the detailee's non-federal salary is less than the minimum rate of pay of the classified position, the OpDiv/StaffDiv must supplement their non-federal salary to make up the difference. Supplemental pay cannot be paid in advance or in a lump sum and is not conditional on completion of the assignment. Supplemental pay may be paid directly to the detailee or reimbursed to the non-federal organization.

Non-federal employees detailed to unclassified duties continue to be paid by their non-federal organization at a rate of pay based on the individual's non-federal job.

Non-Federal Employees Temporarily Appointed Under IPA

Non-federal employees who are placed on a temporary excepted appointment are considered temporary federal employees for the duration of the appointment and must meet the OPM qualification requirements for the position (title/series and grade) they are appointed to.

A non-federal employee is typically appointed at the minimum rate of the grade being filled; however, an advanced step rate for a position at GS-11 through GS-15 may be paid to eligible individuals based on superior qualifications in accordance with the rules in HHS' pay setting policy.

Non-federal employees who are placed on temporary appointments are entitled to cost-of-living allowances and other pay differentials (5 CFR Part 550); are eligible for incentive awards (5 U.S.C. Chapter 45); and earn leave in the same manner as other federal employees.

Eligibility for pay within-grade increases (WGI) depends on the length of appointment; however, employees appointed to successive temporary appointments of one (1) year or less are not eligible for a WGI, even if the time under successive temporary appointments exceeds one (1) year.

Non-federal employees appointed to a temporary appointment are not eligible to enroll in the Federal Employees Health Benefits program unless their federal appointment results in the loss of coverage under the non-federal health benefits system (5 U.S.C. 3374).

Non-federal employees placed on temporary appointments under IPA are not covered by any retirement system for federal employees, or by the Federal Employee Group Life Insurance Program.

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RATE OF PAY DURING IPA ASSIGNMENT	SUPPLEMENTAL PAY OR OTHER BENEFITS TO BE MADE AS PART OF THIS AGREEMENT <i>(or to continue during assignment), as authorized above</i>
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NON-FEDERAL EMPLOYEE DETAILS *(List of holidays observed by the non-federal employee's permanent employer)*

ALL DETAILS *(Specify procedures for requesting, recording/reporting leave to permanent employer)*

OFFICIAL AUTHORIZED TO APPROVE LEAVE DURING IPA ASSIGNMENT *(Name and Title)*

IMMEDIATE SUPERVISOR RESPONSIBLE FOR PERFORMANCE INPUT/REVIEWS DURING IPA ASSIGNMENT *(Name and Title)*

FINANCIAL OBLIGATIONS

All IPA participants

Cost sharing arrangements for IPA assignments are negotiated between the two participating organizations. OpDivs/StaffDivs may agree to reimburse the non-federal organization for all, some, or none of the costs of the IPA assignment.

Funds can only be used for purposes authorized by appropriation, i.e., the appropriations of the OpDiv/StaffDiv can only be used to support programs/activities that have been authorized thru appropriation by Congress (31 U.S.C. 1301(a)).

Pay, travel and transportation expenses for federal employees on an IPA assignment to state or local governments may be reimbursable or non-reimbursable (5 U.S.C. 3373(b)).

Travel and transportation expenses for individuals on an IPA assignment from federal, state, or local governments may be reimbursable or non-reimbursable (5 U.S.C. 3375).

Payment of travel and transportation expenses is made consistent with the HHS Travel Policy. Questions should be directed to the HHS Program Support Center (PSC) at <https://www.hhs.gov/about/agencies/asa/psc/transportation-services/travel-transportation/index.html>.

OpDiv/StaffDiv finance staff should be consulted on executing financial agreements with non-federal organizations. The legal and regulatory requirements covered in this agreement and HHS Instruction 300-3, Details and IPA Assignments regarding reimbursable and non-reimbursable expenses take precedence when there is a conflict with HHS Assistant Secretary for Financial Resources (ASFR) policy decisions. Per HHS Financial Management Directives and Guidance, OpDivs/StaffDivs should notify their servicing finance officer of any such policy conflicts.

FEDERAL AGENCY OBLIGATIONS	NON-FEDERAL ORGANIZATION OBLIGATIONS
Annual Salary:	Annual Salary:
Cost of Benefits:	Cost of Benefits:
Travel (Relocation/Per Diem):	Travel (Relocation/Per Diem):
Total Obligations:	Total Obligations:
Additional Notes:	Additional Notes:

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PARTICIPANT ACKNOWLEDGMENT

All IPA Participants

I acknowledge that I am subject to applicable ethics statutes and regulations during my IPA assignment, including:

- 18 United States Code (U.S.C.) 201-227 – Criminal Conflicts of Interest
- 5 U.S.C. app. – Ethics in Government Act of 1978
- 5 U.S.C. 7321-7326 and 5 Code of Federal Regulations (CFR) Part 734 – Hatch Act and implementing Political Activities Regulation
- 5 U.S.C. 7342 – Foreign Gifts and Decorations Act
- 5 U.S.C. 7353 – Gifts to Federal Employees
- 41 U.S.C. 2101-2107 – Ethics provisions of the Procurement Integrity Act
- 5 CFR Part 735 – Employee Responsibilities and Conduct
- 5 CFR Part 2634 – Executive Branch Financial Disclosure and Related Requirements
- 5 CFR Part 2635 – Standards of Ethical Conduct for Employees of the Executive Branch
- 5 CFR Part 5501 – HHS Supplemental Standards of Ethical Conduct
- 5 CFR Part 5502 – HHS Supplemental Financial Disclosure Reporting Requirements

I am responsible for notifying the HHS OpDiv/StaffDiv identified on this agreement of any additional Government work I am engaged in or become engaged in during my IPA assignment (e.g., detail with another federal agency, service on a federal advisory committee (FACA), volunteer work at another federal agency, etc.) and for obtaining required approvals or waivers before engaging in such additional work.

I am responsible for directing any questions I have about the above ethics requirements to the applicable HHS OpDiv/StaffDiv Deputy Ethics Counselor and/or Ethics Coordinator, who can be found at <https://www.hhs.gov/about/agencies/ogc/contact-ogc/agency-deputy-ethics-counselors-and-ethics-coordinators/index.html>.

I acknowledge that my assignment may be terminated at any time by either the federal or non-federal organization identified on this agreement.

I acknowledge that any travel and transportation expenses paid by federal agency appropriations may be recoverable as a debt due to the United States, if I don't serve until the end of my assignment (unless the assignment is terminated early by either organization listed on this agreement).

Federal Employees

I acknowledge I must work at HHS upon completion of my IPA assignment for a period equal to the length of the assignment or reimburse my employing OpDiv/StaffDiv for the cost of the assignment (not including salary and benefits) if I do not fulfill this mandatory service agreement (5 U.S.C. 3372 and 5 CFR 334.105).

IPA PARTICIPANT SIGNATURE	DATE (mm/dd/yyyy)
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CERTIFICATION OF ETHICS OFFICIAL

In signing this agreement, I certify that the IPA participant has been counseled on applicable ethics statutes and regulations and that, based on the financial holdings and outside affiliations disclosed by the participant on their financial disclosure report, as required, there are no conflicts of interest with the duties and responsibilities of the proposed IPA assignment, as outlined on this form.

SIGNATURE OF HHS OPDIV/STAFFDIV DEPUTY ETHICS COUNSELOR OR ETHICS COORDINATOR	DATE (mm/dd/yyyy)
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CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, I certify that the proposed IPA assignment will benefit my organization; the duties and responsibilities described in this agreement are current; and at the completion of the assignment the participating employee will be returned to the position occupied at the date of this agreement, or a position of like seniority, status, and pay.

FEDERAL AGENCY

SIGNATURE OF AUTHORIZING OFFICIAL (include printed name and title)	DATE (mm/dd/yyyy)
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NON-FEDERAL ORGANIZATION

SIGNATURE OF AUTHORIZING OFFICIAL (include printed name and title)	DATE (mm/dd/yyyy)
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CERTIFICATION OF APPROVING OFFICIALS *(continued)*

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SIGNATURE OF AUTHORIZING OFFICIAL	Date (mm/dd/yyyy)
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SIGNATURE OF AUTHORIZING OFFICIAL - DEPUTY DIRECTOR FOR MANAGEMENT, NIH	Date (mm/dd/yyyy)
SIGNATURE OF IPA PROGRAM MANAGER	Date (mm/dd/yyyy)

DUTIES AND RESPONSIBILITIES AND/OR FINANCIAL OBLIGATIONS *(continued, if needed)***PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily 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. This information may also be used as the legal basis for personal and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or Federal income taxing agencies. Furnishing your personal information or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.