## MEMORANDUM OF UNDERSTANDING (MOU)

#### BETWEEN THE

## **DEPARTMENT OF LABOR (DOL)**

#### **AND THE**

#### SOCIAL SECURITY ADMINISTRATION (SSA)

#### DOL-25-0018

#### I. PURPOSE

This MOU between DOL and SSA sets forth the terms and conditions governing the reimbursable detail of Employee 3 (Detailee) from DOL to SSA.

#### II. BACKGROUND

Under this MOU, Detailee will be detailed to Social Security Administration's Office of the Commissioner.

The Detailee is currently DOL's Schedule C Policy Advisor assigned to the Office of the Assistant Secretary for Administration and Management. Detailee's responsibilities include:

- Providing software engineering, modern architecture and system design, project and team leadership, software delivery, security and site reliability engineering, data engineering, engineering management, and/or executive leadership expertise to champion and deliver modern technology.
- Being responsible for a wide range of activities including debugging, software testing, and programming. This includes quickly adapting and learning by problem-solving within legacy systems and organizational constraints while working collaboratively for rapid prototyping.
- Assessing the state of current projects in agencies; planning or leading interventions where major corrections are required.
- Assisting on IT projects including infrastructure, implementing safeguards to prevent fraud, and ensuring the integrity and success of these efforts.
- Championing data strategies and builds interoperability with other agencies as well as internal and external stakeholders.

#### III. RESPONSIBILITIES OF THE PARTIES TO THIS MOA:

## A. DOL Responsibilities:

- 1. Authorize SSA to retain the Detailee's professional services for the term of this agreement.
- 2. Retain the Detailee's full time equivalent (FTE) and continue to pay the Detailee's salary and agency benefit contributions for the duration of the detail including any extensions.
- 3. Transition the Detailee's work to another staff member during the detail.
- 4. Provide any transit subsidy benefits due the Detailee.
- 5. In accordance with DOL practices and procedures, validate the Detailee's reported hours and leave usage in DOL's time and attendance system during the detail and any extensions.
- 6. Retain the authority to authorize or deny any written requests by the Detailee to perform the duties of the detail assignment on federal holidays or in excess of 40 hours per week.
- 7. As needed, brief the Detailee on the contents of this MOU and any other applicable information.
- 8. As needed, maintain and update the Detailee's official personnel record.
- 9. Continue to be responsible for Detailee's performance evaluations.
- 10. Retain responsibility for processing the Detailee's payroll actions, including within-grade increases, pay adjustments, etc.

## SSA Responsibilities:

- 1. In-process and out-process the Detailee.
- 2. Provide workspace (or allow telework), reasonable accommodation if applicable, and equipment (laptop, communication device, etc.) for the Detailee during the detail. The location of the assignment will be 6401 Security Blvd, Baltimore, MD 21235.
- 3. Provide technical, operational, and administrative support to the Detailee for all assigned activities.

- 4. Provide and pay for any training DOL requires the detailee to attend in order to carry out duties during the detail.
- 5. Reimburse the Detailee for any travel, per diem, and other related expenses that the Detailee incurs in connection with carrying out the duties of the detail if outside of Detailee's daily commute to and from the detail work location. Ensure the Detailee does not incur travel expenses that exceed the maximum amounts authorized by the Federal Travel Regulations in effect at the time of travel.
- 6. Determine and approve the Detailee's hours of duty and leave usage. Ensure the Detailee reports time and attendance to the SSA timekeeper prior to the end of each pay period.
- 7. Report the employee's time and attendance to DOL's timekeeper on a biweekly basis and advise DOL by 12:00 noon on the last Friday of every pay period of the hours worked and type and amount of any leave used during that period. The employee will not be permitted to perform the duties of the assignment on Federal holidays, or to work in excess of 40 hours per week, without permission from the employee's supervisor at DOL.
- 8. Establish performance requirements for the Detailee, and at DOL's request, provide written feedback to the Detailee's SSA supervisor for purposes of Detailee's performance evaluation during the term of the detail.
- 9. Ascertain and mitigate any conflict of interest or confidentiality protocols.
- 10. Obtain any security clearance required to perform the duties of the detail.
- 11. Recognize the Detailee's mandatory SSA employee trainings (e.g., EEO Process, NO FEAR Act, etc.) for which Detailee has already received certification of completion. Ensure the Detailee continues to take additional mandatory trainings required by DOL. Ensure the Detailee takes SSA-required trainings (IT security, etc.).
- 12. If a specific security clearance is required, this Agreement is contingent upon the employee's successful adjudication and receipt. SSA will be responsible for the costs of obtaining the security clearance.

## Detailee's SSA Responsibilities

1. Evaluate the death information available on SSA's Numident record with death data available in "Do Not Pay" file and analyze any data differences. If necessary, offer recommendations for improvements;

- 2. Evaluate the death information available on SSA's Numident record with death data available in "Do Not Pay" file and analyze any data differences. If necessary, offer recommendations for improvements;
- 3. Review prior audits and studies concerning improvements to SSA's Numident death records and assess the current process used by SSA to obtain death information for SSA's programs and offer recommendations for improvement of the process by which information is obtained;
- 4. Prepare recommendations related to the duties above and, without using the active production system, provide examples of code improvements;
- 5. Conduct analysis of SSA payment data to reduce concerns improper payments. This will include analyzing data of SSA current payments to beneficiaries against other SSA records to identify potential improper payments; and
- 6. Data needed to perform the analysis will be SSA payment files sent to Treasury and potentially the Numident, Master Beneficiary Record (MBR), and Supplemental Security Record (SSR). Security controls will be implemented to prevent detailee from accessing or viewing sensitive data within any of these records.

## In Performance of His Work, Detailee Shall:

- 1. Report to and be supervised by the Commissioner of the Social Security Administration or his or her designee when performing SSA work. In all circumstances, Detailee will comply with all instructions, rules, regulations, and restrictions of the supervising agency.
- 2. Not knowingly take any actions that undermine SSA's responsibilities under governing statutes, regulations, or directives, including but not limited to FISMA, FITARA, the Privacy Act, the Federal Acquisition Regulation, and the Trade Secrets Act.
- 3. Not knowingly take any measures that create cybersecurity risks to SSA systems.
- 4. Not knowingly access SSA systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including SSA records management and information security requirements.
- 5. Not access, or attempt to access, classified information without proper security clearance.

- 6. Access SSA data, information, and systems for only legitimate purposes, including but not limited to IT modernization, the facilitation of SSA operations, and the improvement of Government efficiency.
- 7. Comply with the requirements of the Privacy Act for information that SSA collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
- 8. With permission of the assigned SSA supervisor, securely destroy or erase copied SSA data or information when no longer needed for official SSA purposes. Prior to access, disclosure, and other handling of any personally identifiable information in SSA records, ensure permission from the assigned SSA supervisor for such action, to ensure authority exists for access, disclosure, or handling.
- 9. To the greatest extent possible, use the program agency system documentation to understand how to use the data and information which is being accessed.
- 10. Remains subject to the Standards for Ethical Conduct for Employees of the Executive Branch as noted by 5 C.F.R. Part 2635.
- 11. Is bound by any other laws and regulations applicable to Federal employees including, but not limited to, representations as attorney or agent for any person (18 U.S.C. Sections 203 and 205); political activity (Hatch Act, 5 U.S.C. Sections 7321-7326); financial conflicts of interest (18 U.S.C. Section 208); postemployment restrictions (18 U.S.C. Section 207); and salary supplementation prohibitions (18 U.S.C. Section 209);
- 12. Will be required to comply with all of the SSA's supplemental ethics regulations.

#### IV. AUTHORITY

The Economy Act (31 U.S.C.1535) allows Federal agencies to perform services for other Federal agencies if funds are available to pay for the services. All IAAs citing the Economy Act as statutory require the preparation and approval of a Determination and Findings (D&F) Statement (<a href="https://aims.ba.ad.ssa.gov/interagency-and-reimbursable-agreements/interagency-agreements-work-performed-federal-agencies-ssa#fattachment">https://aims.ba.ad.ssa.gov/interagency-and-reimbursable-agreements/interagency-agreements-work-performed-federal-agencies-ssa#fattachment</a>

#### V. DURATION OF AGREEMENT/DETAIL

This reimbursable detail will commence on or around February 18, 2025, and shall not exceed one year. The employee will be given at least one-week notice before returning to the

organization of record. The parties may extend the Agreement for successive option periods. If the parties agree to extend the Agreement for optional periods, they will execute forms FS 7600 A and B manifesting said agreement on or before the start of the extension. The terms and conditions set forth in this Agreement will remain in effect during the option periods unless those terms and conditions are modified by the forms FS 7600 A and B and by other written MOA modification signed by the parties.

This MOA does not document the obligation of funds by which SSA will reimburse DOL. The parties will document the obligation of funds by executing FS Form 7600A and FS Form 7600B.

In the event of any lapse in federal funding, the Detailee will follow instructions issued by SSA. If SSA deems the Detailee's duties to be excepted, the Detailee may continue his work related to the detail. If SSA deems the Detailee's duties to be non-excepted, the Detailee will return to DOL and follow the instructions issued by DOL as they relate to his permanent position of record.

#### VI. FUNDING:

SSA agrees to transfer funds to DOL, in the form of progress or periodic payments, on at least a quarterly basis, up to the sum of \$ 71,000 to support DOL's activities under this Agreement.

DOL will collect funds from SSA through Treasury's G-Invoicing system, which will generate an Intra-Governmental Payment and Collection (IPAC), on a quarterly basis, sufficient to reimburse DOL for the costs it has incurred for performing services through the date of the billing.

At least quarterly, but no later than 30 days after an accountable event, DOL shall provide SSA with a performance report (i.e., a billing statement) that details all work performed to date. Additionally, at least quarterly, the parties will reconcile balances related to revenue and expenses for work performed under this Agreement.

#### VIII. MODIFICATION AND TERMINATION:

Modifications to this Agreement must be in writing and agreed to by the parties. Either party may terminate this Agreement by providing 30 days advance written notice to the other party. Upon termination, the Detailee will return to DOL.

This MOU may be modified without 30 days advance notice at the sole discretion of either the Servicing Agency or Requesting Agency in the event of a furlough, government shutdown, or other similar events, or to the extent necessary to comply with statutes, regulations, executive orders, etc.

#### IX. CONTACTS:

#### **DOL Supervisor:**

Troy Finnegan Assistant Secretary for Administration and Management Office of the Secretary for Administration and

## SSA Supervisor:

Mickie Tyquiengco Executive Officer, OCIO 6401 Security Blvd, Baltimore MD, 21235

Page 85 of 205

Management
U.S. Department of Labor

## **SSA Project Coordinator:**

Mickie Tyquiengco Executive Officer, OCIO

# **DOL Project Coordinator:**

Tracey Schaeffer
Director, Office of Strategic Operations

@dol.gov

## **SSA Accounting/Finance Contact:**

Stephen Hull Director, Office of Finance

## **DOL Accounting/Finance Contact:**

Janice Blake-Green 200 Constitution Ave. NW, 20210 Rm S4030

- X. INTEGRATION CLAUSE: This agreement and the accompanying FS Form 7600A and FS Form 7600B constitute the entire Agreement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of this Agreement. This Agreement shall take precedence over any other documents that may conflict with it.
- **XI. DISPUTE RESOLUTION:** Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5, Intragovernmental Transaction (Intragovernmental Transaction Guide) available at http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html
- XII. <u>AUTHORIZING SIGNATURES AND DATES:</u> 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 Agreement.

Electronic Signature Acknowledgement: The signatories may sign this document electronically by using an approved electronic signature process. By signing this document electronically, the signatory agrees that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

## **Social Security Administration:**

Michael L. Russo Chief Information Officer

Michael	Digitally signed by Michael Russo
Signature: Russo	Date: 2025.02.22 09:56:18 -05'00'
Date:	

## **U.S. Department of Labor:**

Colton Duncan White House Liaison

COLTON DUN Signature: (Affiliate)	DUNCAN	signed by COLTON N (Affiliate) 25.02.25 14:38:58 -05'0	00	
Date:			_	

## UNITED STATES GOVERNMENT **GENERAL TERMS & CONDITIONS (GT&C)** FS Form 7600A



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity. In Accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

Required fields for the FS Form 7600A are denoted with an (\*) Additional fields required when an Agency transitions to G-Invoicing are denoted by a (G)

https://www.fiscal.treasury.gov/fsservices/gov/acctg/g\_invoice/g\_invoice\_home.htm

	NEW OR MODIFIED GT&C			
1	General Terms and Conditions (GT&C) Number  GGT&C Number: A2408-028-011-066587			
(0.00)		Requesting Agency (Buyer)	Servicing Agency (Seller)	
		* Agency Agreement Tracking Number	* Agency Agreement Tracking Number SPEI25S007XXX	
		<sup>G</sup> Modification Number: 0		
		G Status: Shared Draft		
		AGENCY INFORMATION		
		Requesting Agency (Buyer)	Servicing Agency (Seller)	
1.	* Agency Name	Social Security Administration	Executive Office of the President	
	* Group Name	OCIO IAA	United States Digital Services	
	<sup>G</sup> Group Description	Systems Interagency Agreement	ITOR USDS	
	<sup>G</sup> Document Inheritance Indicator	Yes	No	
	* Agency Location Code (ALC)	28040001	11030001	
	ALC Description	28040001 - 028 - SOCIAL SECURITY ADMINISTRATION - HQ - DIV. OF CENTRAL ACCTING OPERATIONS	11030001 - 011 - EXECUTIVE OFFICE OF THE PRESIDENT - OFFICE OF ADMINISTRATION, OCFO	
	Subordinate Group			
	Cost Center			
	Business Unit			
	Department ID			
		GT&C INFORMATION		
2.	* GT&C Title	USDS OMB / SSA / RWA for CX modernization		
3.	<sup>G</sup> Order Originating Partner Indicator	Requesting Agency (Buyer)		
		Original Base/Current Modification	New/Proposed Modification	
4. * Agreement Period		Start Date (yyyy/mm/dd): 2024-10-01	Start Date (yyyy/mm/dd): 2024-10-01	
		End Date (yyyy/mm/dd): 2025-09-30	End Date (yyyy/mm/dd): 2025-09-30	
5.	Termination Days	30		
6.	* Agreement Type	Multiple Orders		

		Are Advance Payments allowed for this GT&C?
7.	* Advance Payment Indicator	*If <b>Yes</b> , the Servicing Agency Advance Payment Authority Title and Citation are required upon creation of an Order against this GT&C.
8.	* Assisted Acquisition Indicator	Will this GT&C accommodate Assisted Acquisitions? Yes No *If <b>Yes</b> , the Servicing Agency provides acquisition support in awarding and managing contracts on behalf of the Requesting Agency's requirements for products or services. Lines 17 & 18 below for additional detail.
	Ę	ESTIMATED AGREEMENT AMOUNT
9.	Total Direct Cost Amount	\$3,803,750.00
	Total Overhead Fees and Charges Amount	\$735,000.00
	* Total Estimated Amount	\$4,538,750.00
	<sup>G</sup> Enforce Total Remaining Amount	Should G-Invoicing enforce the total value of orders to remain below the Total Amount on the GT&C?   Yes No
		If <b>Yes</b> , G-Invoicing will not allow Order total to exceed the GT&C total.
	ADD	DITIONAL AGREEMENT INFORMATION
10.	Explanation of Overhead Fees and Charges	Reimbursement for services is to be provided on an actual cost basis. Actual costs include the salary and benefits for the team and any administrative costs incurred by the Servicing Agency as necessary to support the team's work.
11.	Requesting Scope	USDS will collaborate with the SSA CIO and Chief Transformation Officer in the placement of the USDS detailees at SSA. The USDS Administrator and USDS SSA Team Lead will discuss projects and the overall engagement with the SSA Chief Information Officer (CIO) and Chief Transformation Officer (CTrO) on an as needed basis and may adjust staffing allocations with the written agreement of SSA. During their detail, the USDS employees will serve as Digital Service Experts, with a team size equivalent to up to 15 FTEs.
12.	Requesting Roles	The USDS employees will serve as Digital Service Experts, with a team size equivalent to 15 FTEs. The detailees will support the design, delivery and implementation of customer-experience (CX) focused modernization initiatives.
13.	Servicing Roles	USDS will deploy its expertise in digital strategy, design, and agile methodologies to assist SSA in modernizing its systems and enhancing user experiences.
14.	Restrictions	N/A
15.	Assisted Acquisition Small Business Credit Clause	The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.
16.	Disputes	Disputes related to this GT&C and any related Orders shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5; Intragovernmental Transaction (IGT) Guide, at <a href="http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html">http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html</a>
17.	Requesting Assisted Acquisitions	
18.	Servicing Assisted Acquisitions	N/A
19.	Requesting Clauses	Within G-Invoicing, SSA may use G-Invoicing Representative Approvers to ministerially approve agreements (GT&C and Orders). Please refer to the Approved PDF Agreement in the attachment section of this GT&C and any underlying Orders for SSA's official approval.
	Servicing Clauses	See attached MOA. The parties agree that if the Federal Government is operating

Genera	al Termeande duditors/1000000	<u> </u>	./09/25 Page 89 of 205 <sup>Page 3 of 4</sup>	
20.		under a continuing resolution (CR), the amount obligated under this agreement will only be available to cover the services performed and expenses incurred through the period of the CR. SSA's ability to obligate funds for services beyond the expiration of the CR is subject to the availability of funds in the subsequent funding measure for that fiscal year. When an annual appropriation act provides sufficient funding for an appropriation account to cover obligations incurred under the authority of the CR, any unpaid obligations will be charged to and paid from the applicable account established under the annual appropriation act.		
		Requesting Agency (Buyer)	Servicing Agency (Seller)	
21.	Agency Additional Information			
		MODIFY GT&C		
22.	Modification Date (yyyy/mm/dd):			
	Brief explanation required for n	nodifying this GT&C:		
		CLOSE GT&C		
23.	Closing Date (yyyy/mm/dd):	32332 3143		
20.	Brief explanation required for c	losing this GT&C:		
		isomig and order		
		REJECT GT&C		
24.	24. Rejection Date (yyyy/mm/dd):  Brief explanation required for rejecting this GT&C:			
		PREPARER INFORMATION		
25	* Droparar Nama	Sarah Mayfield-Paige		
25.	* Preparer Name  * Preparer Phone	Saran Mayneid-Faige		
	* Preparer E-mail	Occasion		
	Preparer E-mail	@ssa.gov  AGREEMENT APPROVALS		
By sign	ing this agreement, you authorize the G	eneral Terms and Conditions as stated, and that the	scope of the work can be fulfilled. By signing, you	
		itions of the agreement and make any necessary mo		
		Requesting Initial Approval (required)	Servicing Initial Approval (required)	
26.	* Approver's Name	Dustin Brown		
	* Signature	Dustin Dustin Brown		
		Brown Date: 2024.09.30 14:45:30 -04'00'		
	Title	Acting Chief of Staff		
	* E-mail	@ssa.gov		
	* Phone			
	Fax			
	* Date (yyyy/mm/dd)	2024-09-30		
		Requesting Final Approval (required)	Servicing Final Approval (required)	

General Term <u>Cande Conditions</u> (1978) <u>APHO8 (1978) Page 90 of 205 Page 4 of 4</u>

27.	* Approver's Name	Dustin Brown	
	* Signature	Dustin Brown  Digitally signed by Dustin Brown Date: 2024.09.30 14:45:04 -04'00'	
	Title	Acting Chief of Staff	
	* E-mail	@ssa.gov	
	* Phone		
	Fax		
	* Date (yyyy/mm/dd)	2024-09-30	