

## Special Government Employee Agreement

### 1. PURPOSE

The United States Social Security Administration (SSA) (Agency) enters into this Special Government Employee Agreement (Agreement) with **Employee 8** (SGE), whose home agency is the Office of Personnel Management (“OPM”), because, consistent with government-wide and presidential policy direction, Agency has an immediate and critical need for SGE’s expert consulting services. SGE is a non-reimbursable detailee to Agency from OPM.

### 2. AUTHORITIES

Agency is authorized to employ Special Government Employees pursuant to 18 U.S.C. § 202, 5 U.S.C. § 3109, and 5 C.F.R. part 304.

Legal authority for non-reimbursable details arises from decisions of the Comptroller General setting forth exceptions to the general rule that a non-reimbursable detail between Federal agencies constitutes a violation of the Purpose Statute (31 U.S.C. § 1301) by the loaning agency and an improper augmentation of appropriated funds by the gaining agency. Specifically, the Comptroller General recognizes the following two exceptions allowing non-reimbursable details: (1) “where they involve a matter similar or related to matters ordinarily handled by the loaning agency and will aid the loaning agency in accomplishing a purpose for which its appropriations are provided,” or (2) details that have a negligible impact on the loaning agency’s appropriations. See HHS Detail of Office of Community Services Employees, B-211373 (Mar. 20, 1985).

### 3. PERIOD OF AGREEMENT

- A. Once signed by all parties, this agreement is effective as of SGE’s first day working at Agency.
- B. SGE will perform the temporary duties described herein on either a full-time or intermittent basis, as determined by Agency and SGE. Agency acknowledges that SGE may be concurrently employed as an SGE with one or more other federal agencies, and that SGE’s aggregate number of days worked as an SGE may not exceed 130 days during any period of 365 consecutive days. The parties acknowledge that SGE’s first day worked as an SGE in a Federal agency commenced on January 24, 2025, which was the first day counted toward the 365 consecutive days. SGE will keep track of the number of days worked for each agency to ensure that SGE does not work as an SGE for more than a total of 130 days in the 365 consecutive day period.
- C. This Agreement may be terminated unilaterally by any party with 14 days prior written notice. The parties may, by agreement, terminate this Agreement at any time.
- D. This Agreement may be otherwise modified or extended at any time by consent of the parties.

#### 4. TERMS AND CONDITIONS

- A. COMPENSATION: SGE agrees to perform the work for Agency without compensation. SGE has agreed in advance to waive any compensation for services rendered.
- B. DUTIES: SGE's duties and responsibilities will include but not be limited to:
- Analyze Agency 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.
  - Be responsible for a wide range of activities including debugging, software testing, and programming. Quickly adapt and learn by problem-solving within legacy systems and organizational constraints while working collaboratively for rapid prototyping. Assess the state of current projects in agencies and plans and/or lead interventions where major corrections are required.
  - Assist on IT projects including infrastructure, implementing safeguards to prevent fraud, and ensuring the integrity and success of these efforts.
  - Champion data strategies and build interoperability across other agencies as well as internal and external stakeholders.
  - Otherwise assist with IT modernization, the facilitation of operations, and efficiency to the Agency.
- C. CONTROLS OVER WORK: SGE will report to Agency leadership, including the Social Security Administration Commissioner or his designee for the duration of this Agreement.
- D. TIMEKEEPING: SGE will keep track of the 130-day time limit referenced in Paragraph 3 above. If SGE is concurrently employed as an SGE with more than one agency, SGE shall track the total number of days worked for all agencies. For example, if SGE works 4 hours for Agency on Monday and 4 hours for another agency on that same Monday, this counts as one day of the 130-day limit.
- E. SUPPORT: Agency will provide technical and operational support, office space, IT and other equipment, and administrative support for the duration of the Agreement. SGE will use only this Agency-approved support when performing work for Agency.

#### 5. RULES, REGULATIONS, AND POLICIES

- A. SGE is subject to all Federal statutory and regulatory provisions applicable to Agency employees including but not limited to ethical and other standards of conduct, conflicts of interest, and limitations on political activity (18 U.S.C. §§ 203, 205, 207, and 208; 5 C.F.R. Parts 2635 and any Agency supplemental regulations; 5 U.S.C. §§ 7321 – 7326, 5

C.F.R. Parts 733 and 734), with the exception of those that do not apply to Special Government Employees.

- B. In accordance with 5 C.F.R. part 2634, Agency shall, to the extent necessary, determine and inform SGE of SGE's financial reporting requirements. If another Federal agency has already designated SGE as a reporter, Agency may request that said other agency provide a copy of SGE's report to Agency so Agency can assess whether there are any conflicts of interest that must be mitigated.
- C. Agency must ensure that SGE receives ethics training within 15 days of onboarding with Agency if SGE has not already had ethics training within the last 365 days.
- D. SGE will comply with governing statutes, regulations, and directives, including but not limited to Agency's Rules of Behavior, FISMA, FITARA, the Privacy Act, the Federal Acquisition Regulation, and the Trade Secrets Act.
- E. SGE will comply with applicable cybersecurity risk mitigation measures, as determined by Agency, and will not take any measures that create cybersecurity risks to systems.
- F. SGE will comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including records management and information security requirements, when accessing systems.
- G. SGE will access data, information, and systems for only legitimate purposes consistent with the job duties and restrictions described herein.
- H. SGE will not access, or attempt to access, classified information without the proper security clearance and a need to know.
- I. SGE will comply with the requirements of the Privacy Act for systems that collect information on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information each system collects.
- J. Upon SGE's completion of work at Agency, SGE will handle data or information according to records retention law, litigation holds, and any other applicable requirements.
- K. SGE will, to the greatest extent possible, use the Agency's system documentation to understand how to use the data and information which is being accessed.
- L. SGE will have access, to the extent consistent with law, to data systems to enable SGE to perform the work described above. When performing work, SGE will be treated as an employee of Agency for purposes of data access.

#### 6. LOCATION OF WORK ASSIGNMENT

SGE's work location shall be per direction of the Agency Supervisor.

*Florence Felix-Lawson*

2/26/2025

Name  
Title Chief Human Capital Officer  
The United States Social Security Administration

Date

  
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Charles Ezell  
Acting Director  
Office of Personnel Management

2/26/25

\_\_\_\_\_  
Date

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**Employee 8**  
Special Government Employee

\_\_\_\_\_  
Date