

HHS Modifications to OPM's Optional Form (OF) 69

**Assignment Agreement**  
**Title IV of the**  
**Intergovernmental Personnel Act of 1970**  
**(5 U.S.C. 3371 - 3376)**

**Instructions**

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

Office of Intergovernmental Personnel Programs  
 Office of Personnel Management  
 Room 7H39  
 1900 E Street, N.W.  
 Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's Regional office.

**PART 1 - NATURE OF ASSIGNMENT AGREEMENT****1-A. Origin of Assignment Agreement**

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

**1-B. Category of Assignment Agreement**

- Regular purpose assignment as defined in HHS 334-1-30C  
 Special purpose assignment as defined in HHS-1-30D with total time of assignment and extensions limited to 4 consecutive years  
 Special purpose assignment as defined in HHS 334-1-30D which may be extended beyond 4 years as provided in P.L.98-146

**PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE**

2. Name (Last, First, Middle)

*Required Info*

3. Social Security Number

*Required Info*

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

*Required Info*

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

Yes (complete 5-B)     No (omit 5-B)

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

FROM:

TO:

**PART 3 - PARTIES TO THE AGREEMENT**

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

Cancer Imaging Program, DCTD, NCI, NIH

7. Eligible Non-Federal Co-Sponsor

University of Maryland School of Medicine

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.

See Attachment

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**PART 4-POSITION DATA****A.- Position Currently Held****9. Employment Office Name and Address***(Building, Street, City, State and ZIP Code)*

University of Maryland School of Medicine  
 Department of Radiology  
 22 S. Greene Street  
 Baltimore, Maryland 21201

**10. Employee's Position Title**

Professor

**11. Office Phone No. (Area Code)***Required***12. Immediate Supervisor (Name and Title)**

Bruce Jarrell, MD, Vice Dean for Academic Affairs

**B. Type of Current Appointment****13. Federal Employees (Check appropriate box.)** Career Competitive

Indicate Grade Level

 Other (Specify)**14. Non-Federal Employees**

Non-Federal Annual Salary

Original Date Employed by the Non-Federal Organization

*Required*

9/1/2002

**C. Position to Which Assignment Will Be Made****15. Employment Office Name and Address***(Building, Street, City, State and ZIP Code)*

3130 Executive Blvd.  
 Suite 6000  
 Rockville, Maryland 20892

**16. Assignee's Position Title**Special Assistant to  
Associate Director, CIP**17. Office Phone No. (Area Code)**

301-435-9181

**18. Immediate Supervisor (Name and Title)**Paula Jacobs Ph.D. Deputy Associate Director Cancer  
Imaging Program, NCI, NIH**PART 5-TYPE OF ASSIGNMENT****9. 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**20. Period of Assignment (Month, Day, Year)**

From: 1/3/2011

To: 12/31/2012

**PART 6-REASON FOR MOBILITY ASSIGNMENT**

see Attachment

**PART 7-POSITION DESCRIPTION**

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

See Attachment

22-B.   N/A   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: \$ \$531,000  
(12 mos.)

24. Special Pay Conditions:

Routine adjustments in salary (applying to all employees, or to individual employees after a prescribed length of service, or as a merit pay adjustment for this assignee) and benefit costs will be reported on quarterly or other periodic billing between co-sponsors and shared at the established cost-sharing ratio for that category without a revision of this agreement document.

     Other:

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

Earns 8 hours per pay period.

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

Earns 4 hours per pay period.

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

Bruce Jarrell, MD, Vice Dean for Academic Affairs.

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

to follow:

     Every: \_\_\_\_\_

(not applicable)

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

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**Designated Reporter**

**Designated Report Receiver**

Name:

Title:

Telephone:

Address:

25-F. Determination of post-assignment financial adjustment for annual leave accrued versus annual leave used:

- Employer co-sponsors agree that assignee will accrue and use annual leave as needed with no post-assignment financial adjustment
- Employer co-sponsors agree that post-assignment settlement for annual leave accrued versus annual leave used will be made (see Exhibit 334-1-C)

**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	NON-FEDERAL
<input type="checkbox"/> Developmental Opportunity for Assignee (benefits sending co-sponsor)		1
<input type="checkbox"/> Supports Agency Mission (benefits sending co-sponsor)		1
<input type="checkbox"/> Supports Government-wide Initiatives (benefits Federal co-sponsor)	2	
<input type="checkbox"/> Strengthens Intergovernmental Relations (benefits both)		
<input type="checkbox"/> Meets Temporary Need for Skilled Personnel (benefits receiving co-sponsor)	1	1
<input type="checkbox"/> Share Scarce Expertise (benefits receiving co-sponsor)	0	0
<input type="checkbox"/> Assists in the Transfer of new Ideas and Technology (benefits receiving co-sponsor)	1	1
<input type="checkbox"/> Other (Please state)	2	
	0	0

**COMPUTE BENEFIT RATIO**

TOTALS (A) 6 (B) 4

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%):

- Add (A) to (B) = (C) 10
- Divide A by C = 40 % Benefit to Federal
- Divide B by C = 60 % Benefit to Non-Federal

27-A. 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)	\$ 531,000	\$ 155,000	\$ 376,000	29.2 / 70.8
*Annual Employee Benefit Costs (retirement, etc.)	\$ 159,300	\$ 0	\$ 159,300	0 / 100
<b>Total Annualized Salary &amp; Benefit Costs</b>	<b>\$ 690,300</b>	<b>\$ 155,000</b>	<b>\$ 535,300</b>	<b>22.4 / 77.6</b>
**Length of Assignment Multiplier		X		
<b>Salary and Benefit Cost over Assignment Period</b>	<b>\$ 690,300</b>	<b>\$ 155,000</b>	<b>\$ 535,300</b>	<b>22.4 / 77.6</b>
***Federally Authorized Relocation Expenses	\$	\$	\$	/
<b>Pre-Assignment Calculation of Assignments Cost</b>	<b>\$ 690,300</b>	<b>\$ 155,000</b>	<b>\$ 535,300</b>	<b>22.4 / 77.6</b>

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)

**27-B. Determination of Need for Variance Approval**

Federal Non-Federal

Benefit Ratio (last line from Block 26)

40 / 60

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

 Federal costs are the same or less than the estimated Federal benefit (go to block 27-D) Federal costs exceed the estimated Federal benefit variance approval not required for Special Purpose Assignment as defined in HHS 334-1-30D (go to Block 27-D) justification for variance**27-C. Benefit Ratio/Cost-Sharing Ratio Variance Approval**  required (see 45)  not required**27-D. Officials responsible for carrying out financial terms of agreement:**

Federal

Non-Federal

Name: Phi Lowery

Louisa Peartree

Title: Lead Administrative Officer, DCTD

Associate Dean, Finance and Business Affairs

Telephone: 301-443-1668

410-706-1834

Address: 6130 Executive Blvd.

University of Maryland School of Medicine

Suite 8118

655 W. Baltimore St., 14-041

Rockville, Maryland 20892

Baltimore, Maryland 21201

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

The University of Maryland School of Medicine will pay all salary and fringe benefit costs and will bill the Cancer Imaging Program, National Cancer Institute monthly for the duration of the assignment, on the last day of the month.

The Cancer Imaging Program, NCI will reimburse the University of Maryland School of Medicine for the Federal share of the salary costs monthly upon presentation of an invoice statement submitted to the official listed in Block #27-D.

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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.



33-B. Other travel, transportation, meeting or conference attendance cost, 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)

NCI will pay for all travel expenses related to official duty travel during the period of the detail. All travel will require a prior approved government travel order and must be approved in accordance with Federal Travel Regulations in order to authorize payment of expenses.

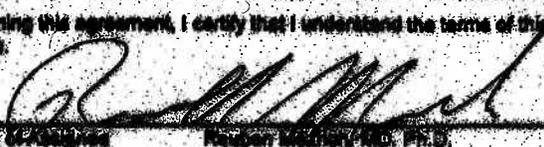
PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

- Yes
  - Yes with exceptions attached
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - N/A
  - N/A
  - X
  - N/A
  - N/A
- A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
  - B. I have been informed that any travel and transportation 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 other employer) or one year, whichever is shorter.
  - C. I have been informed that any travel and transportation 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 other 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 serve in the Civil 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) of my assignment. (For Federal employees only)
  - F. Sections C and E (left blank above) have been determined to be non-applicable by intent of Congress under P.L. 93-634 and P.L. 94-144 that obligation of employer to return to Federal Government employment following IPA assignment does not apply to NPS employees serving assignments with Indian tribal organizations to implement the self-determination objectives of P.L. 93-634.
  - G. Assignee (on Regular Purpose Assignment) agrees to complete Exhibit 354-1-F (Post-Assignment Evaluation) after conclusion of the assignment.
  - H. Federal employee on assignment to Indian tribal organization to implement self-determination objectives of P.L. 93-634 is exempt from RIF during assignment as provided in HHS-351-1-76.
  - I. Federal employee on assignment to non-Federal organization other than Indian tribal organization understands any organization RIF during assignment will apply in the same manner as if employee were not on assignment.

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

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

 \_\_\_\_\_ 11/19/2010  
 Signature of Assignee      Reason for RIF, NCI, P.D.      Date

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

36. Federal Supervisor's Commitment (for regular purpose assignments only)

In signing this agreement, I certify that I understand and will comply with the requirements upon Federal supervisors both during the assignment period and during the post-assignment evaluation period which will follow.

Paula M. Jacobs /  11/19/2010  
 Signature of Federal Supervisor      Paula Jacobs, Ph.D. Deputy Associate Director for OIP, DCTD, NCI      Date

JAMES H. DOROSHOW, M.D.  
DIRECTOR, DCTD, NCI

37. Certification of Recommending Operating Division Official

The Operating Division endorses all terms provided in this agreement. (If a non-Federal employee on leave without pay is being appointed to a Federal position, I certify that the assignee's skills are not available among present employees of the Operating Division or among former employees on a Reemployment Priority List for the commuting area of the assignment.

Signature of Operating Division Endorsing Official

Date

38. Title:

39. Certification of Authorizing Non-Federal Official

40. Certification of Authorizing Federal Official

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:

*Bruce Jarrell*

*James H. Doroshov, M.D.*

Signature of Authorizing Non-Federal Official

Signature of Authorizing Federal Official

41. Date of Signature: Nov 4, 2010

42. Date of Signature: 11/2/10

43. Typed or Printed Name and Title

44. Typed or Printed Name and Title

Bruce Jarrell, MD, Vice Dean for Academic Affairs, UMSM

James H. Doroshov, M.D., Director, DCTD, NCI

45. Signature of ADDITIONAL APPROVING OFFICIAL: \_\_\_\_\_ required

X not required

Signature

Date

Typed or Printed Name and Title

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 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 State, Local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN 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.

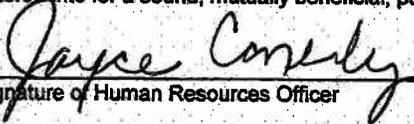
### Assignment Agreement

### Title IV of the Intergovernmental Personnel Act of 1970

(5 U.S.C. 3371 - 3376)

**Certification:**

I endorse all terms provided in this agreement. I certify that this assignee's skills are not available among present employees of the ICD or among former employees on the Reemployment Priority List and that this agreement is being entered into for a sound, mutually beneficial, public purpose and not solely for the employee's benefit.

  
\_\_\_\_\_  
Signature of Human Resources Officer

  
\_\_\_\_\_  
Date

**Certification of the Office of Human Resources, NIH:**

In signing this agreement, I certify that I have reviewed this agreement and find that it meets all legal and regulatory policies and procedures governing the IPA mobility program.

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
Date

FY11 - IPA Dr. R. Mezrich  
Part 6 – Reason for Mobility Assignment

The Cancer Imaging Program in the Division of Cancer Treatment and Diagnosis supports and promotes the application and translation of imaging technology to better understand cancer and to provide improved care to the cancer patient. These activities are centered in the Imaging Technology Development Branch (ITDB) which oversees an extensive and comprehensive portfolio of extramural grants and contracts supporting investigators performing cutting edge research and technology development. In addition ITDB administers a number of networks to enable team science which is essential to the effective translation of new technologies. While ITDB has excellent scientific and engineering expertise in its professional staff, the branch has no clinician. It is believed by program that successful translation of the considerable advances that have resulted from NCI investment in this area would be enhanced by the experience and expertise of a senior imaging clinician with expertise in imaging technology and broad access to the imaging and technology communities.

Dr. Rubin Mezrich by all measures is an excellent choice for this assignment.

FY11 - IPA Dr. R. Mezrich  
Part 7 – Position Description

Ruben Mezrich M.D., PhD. is Professor of Radiology at the University of Maryland and has served as Chairman of Radiology since 2002. He received his MD from the University of Miami following receiving his PhD in Electrical Engineering at Polytechnic Institute of Brooklyn. He received his post-graduate training in medicine at the University of Pennsylvania. His academic career has included top tier institutions such as Rutgers, Harvard, and MIT. He is widely published and recognized for his expertise in imaging, imaging technology, and bio-informatics. Highly relevant to the current mobility assignment, Dr. Mezrich has 25 patents. Dr. Mezrich is highly respected in the Radiology and research community, with established access to major leaders both in academia and the commercial sectors. Dr. Mezrich is also known for his efforts in engineering collaborations that bridge academic silos, a skill we hope to exploit in this mobility assignment and one he intends to pursue after return to his home institution.

During this mobility assignment Dr. Mezrich will have the opportunity to participate as an active member of the ITDB including organizing and participating in workshops, participating in NTR, and working with the CIP IT working group. Dr. Mezrich will also work to understand the connectivity of imaging technology development across NIH and identify opportunities for collaboration and joint development. Dr. Mezrich will take the lessons learned back to his home institution where he will have the ability to identify opportunities to work in organizing across discipline, expertise, and institutional collaborations for the development and translation of new imaging discovery and development.

The level of difficulty for this is equal to that of a GS-15 Government employee.

The National Institutes of Health - Intergovernmental Personnel Act - Assignment Evaluation

Non-Federal Organization: University of Maryland

Federal Organization: NCI  
1/3/11-12/31/12

Source	IPA Costs	Federal Share 29.2%	Reimbursed Invoice ( <u>  </u> months)	Modified Costs	Modified Federal Share	Final Invoice (date)	Outstanding	Final Federal Share
		155052						
	531000	155000						
OF-69	159300	0						
Subtotal	690300	155000						
Federal Travel Expenses								
	690300	155000						
Length of Assignment Multiplier = 2	1380600	310000						

W. Darwin 12/10/10

*Note -  
Provided by Wanda Darwin.*