



PERSONNEL MOBILITY ASSIGNMENT AGREEMENT

This form is to be completed prior to an inter-agency or inter-jurisdictional assignment of personnel as provided for in Iowa Code chapter 28D. Address questions related to the completion of this form to the Iowa Department of Administrative Services – Human Resources Enterprise Personnel Officer assigned to your department.

Part I: Parties to the Agreement

Sending Agency: Department of Public Safety Receiving Agency: Iowa Work Force Development

Division: Criminal Investigation Division: Disability Determination Services

Location: 215 E. 7th St, Des Moines, IA 50319 Location: 535 SW 7th St, Des Moines, IA 50309

Contact Person: Sara McDermott Contact Person: Liz McLaren

Phone: 515-725-6247 Phone: 515-732-2799

Email: mcdermot@dps.state.ia.us Email: Liz.mclaren@ssa.gov

Part II: Objectives and Anticipated Results of the Mobility Assignment

Detail the reason(s) for the mobility assignment, including the objective(s) and anticipated result(s).

The Iowa Department of Public Safety (IADPS) will assign two full-time Criminal Investigators and may assign one Intelligence Analyst. There is no requirement to do so, but the option is open to the Cooperative Disability Investigation (CDI) Program to combat Social Security Administration (SSA) disability fraud. The investigative evidence helps the State Disability Determination Services (DDS) Division make timely and accurate disability determinations. SSA and the Office of Inspector General (SSA OIG) use the evidence to determine whether other remedies (i.e., criminal prosecution and/or civil/administrative action) are warranted. The work of the unit supports the goal of ensuring integrity of the Social Security programs with zero tolerance for fraud and abuse. The IADPS will provide SSA and/or the Iowa DDS with credible and independent evidence of material fact for use in making disability eligibility determinations. The anticipated and proven results are cost savings and fraud preventions.

Part III: Participant Information

A. Name: David Overton

B. Employee ID Number: 36639

C. Job Classification: Special Agent 2

D. Payroll Number (18 digits): 595-867-2175-10170-001

E. Current Salary: \$4,286.40

(Biweekly rate, pay grade)

PERSONNEL MOBILITY ASSIGNMENT AGREEMENT

Part IV: Assignment Specifics

A. Length of Assignment* From: 10/1/2024 To: 9/30/2026

**The initial length of assignment may not exceed 24 months. Extensions may be made up to an additional 24 months. Employees employed by the Department of Natural Resources, Department of Administrative Services, and Iowa Communications Network are not subject to any limitations.*

Is this assignment an extension of a current assignment? Yes No

B. Duty Location of Assignment: Iowa DDS, 535 SW 7th St, Des Moines, IA 50309

C. Hours Per Week or % of Fulltime: 40

D. Receiving Supervisor's Name: Liz McLaren (Federal Lead OIG Special Agent Sarah Fenton)

Job Classification: Administrator

Duty Location: Iowa Disability Determination Services Division

Part V: Assurances

In order to protect the interests of all parties, the following items must be considered and addressed here before finalization of this agreement.

A. Funding

Identify each agency's responsibility for funding the Employee's position for each item listed, if applicable. If an item is not applicable, enter N/A. Additional explanation may be provided below. If the Receiving Agency is responsible for any funding, the agreement requires Department of Management approval.

Salary	Receiving	<u>100%</u>	Sending	<u>0%</u>
Mobility pay	Receiving	<u>100%</u>	Sending	<u>0%</u>
Employer-sponsored benefits	Receiving	<u>100%</u>	Sending	<u>0%</u>
IPERS contribution	Receiving	<u>100%</u>	Sending	<u>0%</u>
Deferred compensation match	Receiving	<u>100%</u>	Sending	<u>0%</u>
Travel expenses*	Receiving	<u>100%</u>	Sending	<u>0%</u>
Per diem	Receiving	<u>100%</u>	Sending	<u>0%</u>
Annual vacation payout**	Receiving	<u>100%</u>	Sending	<u>0%</u>
Other: _____	Receiving	<u>%</u>	Sending	<u>%</u>
	Receiving	<u>%</u>	Sending	<u>%</u>

**Travel expenses incurred in connection with work assignments at the Receiving Agency shall be paid by the Receiving Agency.*

***Discretionary, annual vacation payout for eligible employees in accordance with Iowa Administrative Code 11—63.2(8A), if approved by the funding agency/agencies.*

PERSONNEL MOBILITY ASSIGNMENT AGREEMENT

Comment:

The CDI unit is 100% federally funded by the Social Security Administration (SSA). The monies are budgeted to the DDS. The DDS will pay IA-DPS via a funding agreement.

B. Supervision

Identify each agency's responsibility for supervision of the Employee. Additional explanation may be provided below:

Direct work/give assignments	Receiving	<input checked="" type="checkbox"/>	Sending	<input type="checkbox"/>
Review/approve leave requests	Receiving	<input type="checkbox"/>	Sending	<input checked="" type="checkbox"/>
Evaluate performance	Receiving	<input type="checkbox"/>	Sending	<input checked="" type="checkbox"/>
Determine discretionary increases	Receiving	<input type="checkbox"/>	Sending	<input checked="" type="checkbox"/>
Administer discipline	Receiving	<input type="checkbox"/>	Sending	<input checked="" type="checkbox"/>
Respond to grievances	Receiving	<input type="checkbox"/>	Sending	<input checked="" type="checkbox"/>

Comment:

SSA's CDI Unit OIG Special Agent in Charge will direct the work related to the investigations of SSA's Disability fraud.

C. Salary, Benefits, and Employing Agency

The Employee shall be entitled to the same salary and benefits to which the Employee would otherwise be entitled and shall remain an employee of the Sending Agency for all other purposes except as otherwise provided for in this agreement.

D. Right of Return

Upon completion of the mobility assignment, unless appointed, the Employee will retain the right of return to employment with the Sending Agency consistent with the terms and conditions of the Employee's employment. This shall not be construed as a limitation on the Sending Agency's ability to implement organizational changes, including but not limited to a reduction in force, which may impact the Employee's position. In such situations, the Employee will have any and all rights afforded pursuant to Iowa Code, Iowa Administrative Code, and the collective bargaining agreement, if applicable.

E. Dispute Resolution

If the Sending and Receiving agencies are state agencies within the State of Iowa, pursuant to Iowa Code section 679A.19, any dispute involving the Agreement that cannot be resolved after reasonable negotiation shall be submitted to a board of arbitration of three members. The board of arbitration shall be composed of one member appointed by the Sending Agency, one member appointed by the Receiving Agency, and one member appointed by the Governor. The decision of the arbitration board shall be final.

F. Termination

The Sending Agency or Receiving Agency may terminate the Agreement upon thirty days written notice, or by mutual written agreement. The Agreement will be terminated if the Employee is separated from employment with the Sending Agency.

PERSONNEL MOBILITY ASSIGNMENT AGREEMENT

Part VI: Approvals

A. Employee

I, David Overton*, have read and understand, and hereby knowingly and voluntarily provide my express consent to all of the terms and conditions of this agreement providing for my mobility assignment to Disability Determination Services.

I also understand that this mobility assignment will commence on 10/1/2024 and end on 9/30/2026, but that this agreement may be terminated earlier than the date noted here.

Employee Signature: David Overton Date: 10-4-24

**If Employee is simultaneously receiving compensation from more than one executive branch agency, Employee must provide notice to the Iowa Ethics and Campaign Disclosure Board in accordance with Iowa Code section 68B.2B.*

B. Sending State Agency

I certify that I am authorized to enter into this agreement and that the agency I represent will comply with the terms of the agreement and with the requirements of any laws and regulations pertinent to this agreement.

Official's Signature: Stephan K. Bayens Date: 10-4-24

Official's Name and Title: Stephan K. Bayens, Commissioner

C. Receiving State Agency

I certify that I am authorized to enter into this agreement and that the agency I represent will comply with the terms of the agreement and with the requirements of any laws and regulations pertinent to this agreement.

Official's Signature: Liz McLaren Date: 10-9-2024

Official's Name and Title: Liz McLaren, Administrator

D. State Chief Information Officer

Assignments involving information technology positions are subject to approval by the State Chief Information Officer.

Comment:

Approved Disapproved

Official's Signature: _____ Date: _____

Official's Name and Title: Matt Behrens, State Chief Information Officer

PERSONNEL MOBILITY ASSIGNMENT AGREEMENT

E. Department of Administrative Services – Human Resources Enterprise

All assignments are subject to approval by the Department of Administrative Services – Human Resources Enterprise.

Comment:

Approved Disapproved

Official's Signature:



Date: 10.16.2024

Official's Name and Title: ~~XXXXXXXXXXXX~~ Erin Reinders, DAS-HRE COO

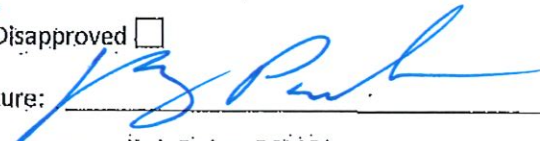
F. Department of Management

Assignments in which the Receiving Agency is responsible for any funding are subject to approval by the Department of Management.

Comment:

Approved Disapproved

Official's Signature:



Date: 10-17-24

Official's Name and Title: Craig Paulsen, DOM Director

G. Executive Council

Assignments between the State and a political subdivision of the State are subject to approval by the Executive Council.

Comment:

Approved Disapproved

Official's Signature:



Date: 11/7/2024

Official's Name and Title: Executive Secretary

A copy of the executed agreement must be provided to:

Employee
Sending Agency
Receiving Agency
Administrative Services – Human Resources Enterprise

If applicable, a copy of the executed agreement must be provided to:

Executive Council
Department of Management

