



Executive Office of the President U.S. DOGE Service

Terms and Conditions for Reimbursable and Non-Reimbursable Work

Consumer Financial Protection Bureau (CFPB)

PURPOSE

These Terms and Conditions for Reimbursable Work (the "Agreement") outline the parameters for the assignment of up to 5 employees from the United States DOGE Service ("USDS") to the Consumer Financial Protection Bureau ("CFPB") and establishes the Terms and Conditions for reimbursable and non-reimbursable work by USDS for the CFPB. When referred to collectively, USDS and CFPB are referred to as the "Parties."

AUTHORITY

The Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if: (A) amounts are available; (B) the ordering agency decides the order is in the best interest of the United States Government; (C) the agency to fill the order is able to provide or get by contract the ordered goods or services; and (D) the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided).

The President's Executive Order, "Establishing and Implementing the President's Department of Government Efficiency," dated 20 January 2025.

PERIOD OF AGREEMENT

The terms and conditions described are effective from **February 7, 2025, through July 4, 2026**, subject to the availability of appropriations. The parties may extend this agreement through a written, signed modification.

SCOPE OF WORK

During their assignment, USDS employees will support IT modernization at CFPB including:

- Provide 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.
- Responsible for a wide range of activities including debugging, software testing, and programming. Quickly adapts and learns by problem-solving within legacy systems and organizational constraints while working collaboratively for rapid prototyping. Assesses the state of current projects in agencies and plans and/or leads interventions where major corrections are required.
- Assists on IT projects including infrastructure, implementing safeguards to prevent fraud, and ensuring the integrity and success of these efforts.

- Champions data strategies and builds interoperability across other agencies as well as internal and external stakeholders.
- Otherwise assist CFPB with IT modernization, the facilitation of operations, and efficiency.

USDS may assign some employees under this agreement as non-reimbursable and will not seek reimbursement for these employees. Additionally, USDS is seeking reimbursement for the equivalent of up to 5 full-time equivalent positions (FTEs), acknowledging that USDS may choose to provide a number of FTEs less than 5 at any given time and/or partial FTEs. USDS requires advanced payment for these services, and USDS will provide monthly financial reconciliation to CFPB detailing the USDS FTEs and partial FTEs who worked on projects for CFPB during the prior month, including the projects each FTE worked on, the percentage of time worked on each project and any required financial data to ensure CFPB only pays for services it receives. Partial FTEs will be charged based on the percentage of their time they worked on individual CFPB projects. USDS will regularly interface with CFPB stakeholders to select projects and to provide progress updates. At the conclusion of each order, USDS will return any portion of unused funds to CFPB. These Terms and Conditions do not constitute an obligation of funds by either Party.

ADDITIONAL TERMS

All parties acknowledge:

- USDS full-time equivalent (FTE) employees will maintain coverage under Federal retirement, group health benefits, and life insurance during the assignment; employees' shares of costs for such coverage continue to be withheld from salary.
- USDS FTE employees will continue to accrue annual and sick leave.
- Each USDS employee will have an email account and necessary devices provided by the Executive Office of the President (EOP).
- CFPB will provide USDS employees with access to all CFPB systems on USDS employees' EOP devices to the maximum extent allowable by law; to the extent new e-mail accounts or new devices are required by law, CFPB will provide those accounts and devices.
- These terms and conditions are strictly for internal management purposes for each of the parties. These terms and conditions shall not be construed to provide a private right or cause of action for or by any person or entity.

USDS will:

- Maintain personnel records for the assignees, including official time and attendance and formal annual and mid-year performance evaluations as applicable, per USDS policy.
- Manage assignees' leave requests. Leave requests by the assignees will be made to USDS, with notification to the CFPB supervisor if any leave will occur when the assignee is scheduled to work for CFPB.
- Maintain the employees' security clearance.
- For administrative purposes, continue to be the supervisor of record for the USDS employees, to include maintaining their official time and attendance records.
- Promptly notify and coordinate with CFPB and CFPB's Office of the General Counsel if any work in this matter becomes the subject of a request for information (such as under the Freedom of Information Act or by the media) or any oversight inquiry from, for example, a Congressional committee, any federal Office of Inspector General, or the Government Accountability Office (GAO).

CFPB will:

- Provide all necessary identification to allow access and communications, to include badges, network access, and permissions for assignees to complete work for CFPB. This access includes enabling the employee to access and store documents related to their work for CFPB on CFPB's network and/or

hardware. CFPB will provide USDS employees with this access on USDS employees' EOP devices to the maximum extent practical and allowable by law; to the extent new e-mail accounts or new devices are required by law, CFPB will provide those accounts and devices.

- Ascertain and mitigate any conflicts of interest or confidentiality protocols during the assignment.
- Provide written input for the assignees' performance evaluations and other feedback, as applicable.
- Provide technical and operational support to the assignees for all CFPB activities related to this assignment.
- Cover any travel or training expenses required by CFPB to achieve the assignment objectives.
- Maintain records for the employee, including all project-related documents that must be maintained pursuant to the Federal Records Act and CFPB's policy.
- Create a process by which CFPB will: (1) review any final project-related documents created by the assignees that may contain legally protected information, and (2) inform the assignees of any information in those documents that CFPB considers legally protected.
- Promptly notify and coordinate with USDS if the assignees' work in this matter becomes the subject of a request for information (such as under the Freedom of Information Act or by the media) or any oversight inquiries from, for example, a Congressional committee, any federal Office of Inspector General, or the Government Accountability Office (GAO).

USDS employees will:

- Report to and be supervised by the Director of the CFPB or his designee when performing work under this Agreement at CFPB facilities and on CFPB systems. USDS assignees shall, however, report to and be supervised by their USDS supervisor when at USDS facilities and on USDS systems, even when performing work within the scope of the Agreement. In all circumstances, USDS assignees will comply with all rules, regulations, and restrictions of the supervising agency.
- Complete work identified in the Scope of Work.
- Assignees will remain under the administrative control of the USDS supervisor.
- Advise the USDS timekeeper of any leave taken during the assignment.
- Retain access to their USDS e-mail accounts during the assignment for purposes of receiving and responding to notifications from USDS.
- Complete mandatory records management training as required by USDS at <https://eop.usalearning.net>, certify completion by e-mailing a copy of the certificate of completion to the USDS General Counsel and attend a mandatory records briefing at DOG in the discretion of CFPB supervisors.
- In performing work for CFPB, follow all CFPB information security, records, and related requirements, such as any requirements specified in CFPB information security training and rules of behavior agreements.
- Appropriately mark as "PREDECISIONAL/DELIBERATIVE/PRIVILEGED" documents created by them under this agreement that contain opinions, analysis, or ideas exchanged as part of a process that might lead to a final policy or operational decision by CFPB.
- Not knowingly take any actions that undermine CFPB'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.
- Not knowingly take any measures that create cybersecurity risks to CFPB systems.
- Not knowingly access CFPB systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including CFPB records management and information security requirements.
- Not access, or attempt to access, classified information without proper security clearance.
- Access CFPB data, information, and systems for only legitimate purposes, including but not limited to IT modernization, the facilitation of CFPB operations, and the improvement of Government efficiency.

- Comply with the requirements of the Privacy Act for information that CFPB collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
- Destroy or erase copied CFPB data or information when no longer needed for official purposes.
- To the greatest extent possible, use the program agency system documentation to understand how to use the data and information which is being accessed.

CONTACT INFORMATION

CFPB POC		USDS POC	
NAME	Ana P. Guzman-Evans	NAME	Erica Evans
ADDRESS	CFPB 1700 G Street, Washington, DC 20002	ADDRESS	U.S. DOGE Service, EOP Eisenhower Executive Office Building Washington DC 20503
EMAIL	(b)(6)	EMAIL	(b)(6)
PHONE		PHONE	

SIGNATURES

Authorization of the agreement:

ADAM
MARTINEZ

Digitally signed by ADAM
MARTINEZ
Date: 2025.02.14
14:06:56 -05'00'

Adam Martinez
Chief Operating Officer and
Acting Human Capital Officer
Consumer Financial Protection Bureau

Date

Steven M. Davis

Steve Davis
Senior Advisor
U.S. DOGE Service

2/14/25

Date



Executive Office of the President
U.S. DOGE Service

Assignment Agreement
Bureau of Consumer Financial Protection

PARTIES

This agreement documents the assignment of a team of employees from the U.S. DOGE Service (USDS) to the Bureau of Consumer Financial Protection (CFPB).

PURPOSE OF AGREEMENT

USDS is assigning employees to CFPB on a temporary basis in accordance with the President's Executive Order "Establishing and Implementing the President's Department of Government Efficiency" dated January 20, 2025.

In accordance with this order, Agency Heads shall take all necessary steps, in coordination with the USDS Administrator and to the maximum extent consistent with law, to ensure USDS has full and prompt access to all unclassified agency records, software systems, and IT systems. USDS shall adhere to rigorous data protection standards.

Upon execution of this agreement, all assigned USDS employees should be appropriately onboarded to CFPB systems to facilitate access to necessary systems and records.

CFPB shall provide all necessary identification to allow access and communications, to include badges, phones, e-mail account, computers, network access, and permissions for assignees to complete work for CFPB. This access includes enabling the team to access and store documents related to their work for CFPB on CFPB's network and/or hardware. For each assignee, this includes a laptop computer or ThinClient that connects to the CFPB IT network and a CFPB email address. CFPB shall provide this access within one business day of the written request.

AUTHORITY

USDS is assigning employees to CFPB on a temporary basis pursuant to the President's Executive Order and in furtherance of the purposes of appropriations available to USDS to carry out projects "for the furtherance of integrated, efficient, secure, and effective uses of information technology in the Federal Government," Division E, Consolidated Appropriations Act, 2023 (Public Law 117-328), as continued by Public Law 118-15 and H.R. 6363 as signed by the President; section 4010, and any applicable interagency agreement. USDS and CFPB mutually agree that this arrangement is the most expeditious way of executing on the President's Order and furthering the purpose of the appropriation and any applicable interagency agreement with respect to the work at CFPB.

PERIOD OF AGREEMENT

The terms and conditions described are effective from January 20, 2025 through July 4, 2026. The parties may extend this agreement through a signed addendum.

SCOPE OF WORK

USDS will collaborate with the CFPB's designee on the placement of the assignees at CFPB. The USDS Administrator reserves the right to shift and re-allocate resources based on USDS's overall highest priority digital service needs. USDS will discuss projects and the overall engagement with CFPB on an as needed basis.

USDS Assignees Will:

- Work on software modernization initiatives to improve the quality and efficiency of government-wide software, network infrastructure, and information technology (IT) systems.
- Promote inter-operability between agency networks and systems, ensure data integrity, and facilitate responsible data collection and synchronization.
- Report to and be supervised by the Director of the CFPB for purposes of all work performed under this Agreement.
- Use software engineering, modern architecture and system design, product and team leadership, delivery focus, and/or executive leadership expertise to champion the use of modern technology development and management approaches.

CFPB Will:

- Ascertain and mitigate any conflicts of interest or confidentiality protocols during the assignment.
- Provide technical and operational support to the assignees for all CFPB activities related to this assignment.
- Cover travel or training expenses required to achieve assignment objectives specific to CFPB's mission (unless otherwise negotiated between USDS and CFPB).
- Maintain records for the team, including all project-related documents that must be maintained pursuant to the Federal Records Act and CFPB policy.
- For any CFPB documents provided to the USDS team, clearly mark any material that contains legally protected information.
- Create a process by which CFPB will: (1) review any final project-related documents created by the assignees that may contain legally protected information, and (2) inform the assignees of any information in those documents that CFPB considers legally protected.
- Promptly notify and coordinate with the USDS Office of General Counsel if the assignees' work in this matter becomes the subject of a request for information (such as under the Freedom of Information Act or by the media) or any oversight inquiries from, for example, a Congressional committee, any federal Office of Inspector General, or the Government Accountability Office (GAO).

CONTACT INFORMATION

CFPB POC		USDS POC	
NAME		NAME	Erica Evans
	Consumer Financial Protection Bureau 1700 G St. NW Washington, DC 20552		U.S. DOGE Service, EOP 736 Jackson Place Washington DC 20503
EMAIL		EMAIL	(b)(6)
PHONE		PHONE	

SIGNATURES

Authorization of the agreement:

/s/ Russell T. Vought
Russell T. Vought
Acting Director
Bureau of Consumer Financial Protection

2/7/2025
Date

/s/ Steven Davis
Steven Davis (USDS Approver)
Special Advisor
US DOGE Service
Executive Office of the President

Date