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**OFFICE OF THE DIRECTOR OF NATIONAL INTELLIGENCE
INSTRUCTION 77.07**

Category 70 - Human Resources

Office of Primary Responsibility: Mission Support Division/Human Resources

**SUBJECT: INTERGOVERNMENTAL PERSONNEL ACT MOBILITY
PROGRAM**

- 1. AUTHORITIES:** The National Security Act of 1947, as amended; the Intergovernmental Personnel Act (IPA); 5 U.S.C. § 3371-3376; and other applicable provisions of law. Specifically, pursuant to 50 U.S.C. § 403-1(m), the Director of National Intelligence (DNI) may exercise with respect to the personnel of the Office of the Director of National Intelligence (ODNI) any authority of the Director of the Central Intelligence Agency (CIA) with respect to the personnel of the CIA under the CIA Act of 1949.
- 2. REFERENCE:** 5 CFR 334.
- 3. PURPOSE:** This Instruction establishes the ODNI's use of the Intergovernmental Personnel Act to authorize temporary assignments of personnel between federal agencies and state, local, and Indian tribal governments; institutions of higher education; and other eligible organizations when such assignments are in the public interest.
- 4. APPLICABILITY:** Permanent cadre ODNI employees may be detailed to IPA assignments outside of the ODNI. Eligible non-federal employees who may be detailed to the ODNI under the IPA are individuals who have served at least 90 days in a career position with a state, local, or Indian tribal government; an institution of higher education; or another organization as described below. Individuals ineligible to participate include elected government officials; members of the uniformed military services; and students employed in research, graduate, and teaching assistant positions or similar temporary arrangements.

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5. POLICY:

A. The ODNI makes IPA assignments when it determines that they are mutually beneficial to the ODNI and a participating non-federal organization. Examples include strengthening management, transferring technologies, sharing approaches to solving problems, involving state and local officials in federal policies and programs, and providing professional experience that enhances the performance of participating employees.

B. The Chief Management Officer (CMO) has approval authority for all IPA details.

C. Provisions for IPA detail assignments are as follows:

(1) Certification of Other Organizations: Non-governmental organizations must be certified to participate in the IPA program. Eligible organizations include national, regional, state, or local organizations representing member governments; associations of state or local public officials; nonprofit organizations that provide professional advisory, educational, developmental, or related services to governments or universities concerned with public management; and federally funded research and development centers. The ODNI certifies such organizations, or accepts the certification of other federal agencies, including the National Science Foundation, for organizations that wish to participate in an IPA program with the ODNI. Statements of certification include copies of the organization's articles of incorporation, bylaws, Internal Revenue Service nonprofit statement, and a description of its activities on public management issues of concern to governments or universities.

(2) Length of Assignment: An IPA assignment may be made for up to two years and may be extended for up to two additional years with the concurrence of the participating organizations. Requests for extensions should be initiated at least 30 calendar days before the end of the IPA assignment. Federal employees, after an interval of at least 12 months, are eligible for another IPA assignment, but cannot serve in such assignments for more than six years in the course of a federal career unless OPM waives that restriction.

(3) Allowable Costs: ODNI and non-federal organizations determine the percentage of costs that each organization will pay for specific IPA assignments. Calculations ordinarily will be based on the relative advantage of the exchange to the organizations involved. The ODNI may pay all to none of allowable costs, including salary, benefits, travel, and indirect costs. The ODNI also may pay each year up to four percent of the annual salary of a person detailed on an IPA assignment to cover general and administrative expenses. The exact terms of each assignment must be specified in a written agreement and approved by the CMO as described below. Appendix A, Worksheet for Pay, Benefits, and Relocation Costs provides a guide to determine costs and responsibilities.

(4) Assignments and Funding: ODNI employees detailed to non-federal organizations continue to encumber the positions they held before the assignment. Non-federal employees detailed to the ODNI under the IPA occupy a billet of the host ODNI component, count against the component's authorized personnel ceiling, and are paid from the ODNI's personal services funds allotted for that component.

(5) Pay and Benefits: ODNI employees on IPA assignments will receive the pay for the position from which they were detailed and will continue to receive the same retirement and insurance benefits that they received in their original position. Non-federal employees detailed to the ODNI will continue to receive the pay and benefits of their non-federal position from their parent organization. As determined by the CMO, the ODNI may reimburse the non-federal organization all, some, or none of those costs. The ODNI also may consider income from private consulting as part of the academic pay for a university employee if that consulting cannot be continued during the IPA assignment. However, the ODNI generally will not agree to provide funding for pay that exceeds the rate of Executive Level II for a person on an IPA assignment to the ODNI. If there are cost-sharing arrangements for pay or benefits, the ODNI will provide its share directly to the organization whose employee is on detail and that organization continues to provide pay and benefits to its employee.

(6) Travel, Relocation, and Per Diem: The ODNI may pay the travel expenses authorized under Federal Travel Regulations for federal or non-federal employees in an IPA program. The ODNI also may pay a per diem allowance at the assignment location, or the following limited relocation costs: Travel and transportation expenses of the employee and the employee's immediate family to and from the location of the IPA assignment; transportation and temporary storage expenses of the employee's household goods and personal effects; non-temporary storage of the employee's household goods and personal effects when the assignment is to an isolated location; and a miscellaneous expense allowance. Because payment of per diem for an indeterminate period or for more than one year is taxable to an employee, the ODNI generally does not elect to pay per diem for assignments expected to last more than one year. The ODNI will not pay any income taxes associated with the per diem.

(7) Work schedules: Individuals on IPA assignments generally work the regular work schedule of the organization to which they are assigned.

(8) Performance Evaluation: ODNI employees on IPA assignments remain subject to the ODNI performance management system. The ODNI employee's component shall ensure that the non-federal institution provides an evaluation of that employee on the ODNI Performance Evaluation Report (PER). An IPA detailee to the ODNI remains subject to the performance evaluation system of his or her parent organization; however, ODNI components shall document the performance of IPA detailees based on their work requirements at the ODNI. Components will document an IPA detailee's performance on the ODNI PER in accordance with the ODNI performance management cycle as long as the IPA detailee has served at least 90 calendar days in the

ODNI as of the end of the annual rating period. PERs for IPA employees will be maintained centrally by Mission Support Division/Human Resources (MSD/HR).

(9) Awards, Performance Bonuses, Pay Adjustments, and Promotions:

ODNI employees on IPA details to non-federal agencies are subject to the same written guidance on awards, bonuses, pay adjustments, and promotions for ODNI employees on detail to other federal agencies. Individuals on IPA assignments to the ODNI are eligible only for letters of commendation because they continue to be employees of their parent organizations. They are not eligible for ODNI performance bonuses, pay adjustments, or promotions, but may receive annual cost of living adjustments and other modifications approved by their parent organization and allowed by the written agreement for the IPA assignment.

(10) Standards of Conduct and Conflict of Interest:

(a) Non-federal employees assigned to ODNI are subject to provisions of law that govern conduct. Prohibitions include:

(i) Compensation from outside sources for matters affecting the Government.

(ii) Acting as an agent or attorney for anyone in matters affecting the Government.

(iii) Acting or participating in any matter in which he or she, or his or her immediate family, partner, or parent organization, has a financial interest.

(iv) Receiving salaries or contributions for Government services from other than Government sources.

(v) Soliciting political contributions.

(vi) Failing to account for public money.

(vii) Converting property of another.

(viii) Disclosing confidential information.

(ix) Lobbying with appropriated funds.

(b) Non-federal employees assigned to the ODNI are subject to the Ethics in Government Act and to ODNI standards of conduct. ODNI employees on IPA assignments continue to be bound by the same restrictions and may not act as an agent or attorney on behalf of a non-federal entity in connection with any proceeding in which the Federal Government is a party or has a direct and substantial interest.

(11) Arranging Assignments and Written Agreements: A written agreement shall stipulate the terms of the assignment. For non-federal employees, the written agreement should specify that the employee may return to the non-federal position occupied prior to the assignment, or to one of comparable pay, duties, and seniority, and that the employee's rights and benefits will be protected. For federal employees, the agreement must state the employee's obligation to return to federal service for a period of time equal to the length of the IPA assignment or be liable for expenses exclusive of salary and benefits associated with that IPA assignment. Agreements also specify benefits, cost-sharing arrangements, and the requirement to complete the terms of the agreement.

(12) Terminating Assignments: An assignment may be terminated at the option of either the ODNI or the non-federal organization, with 30 days' notice if possible. Notification should be in writing and should include reasons for termination. MSD/HR shall coordinate with the Office of General Counsel (OGC) during preparation of any termination notice. An assignment must be terminated immediately whenever the person assigned is no longer employed by his or her original employer.

(13) Changes to IPA Agreements: Changes in duties, responsibilities, salary, location, or supervisory relations should be recorded as modifications to the original IPA agreement.

(14) IPA Requests:

(a) Once an ODNI component identifies an IPA candidate, the component must:

(i) Prepare a memo to the CMO outlining the proposed selection of the IPA detailee, the candidate's qualifications, and the assignment the IPA detailee will take at the ODNI.

(ii) Prepare a written IPA agreement – Office of Personnel Management (OPM) form OF-69, Assignment Agreement (using Appendix A to establish allowable costs), and forward it unsigned to the component Human Resources Officer (HRO).

(b) The component HRO will prepare a hiring package to include the IPA agreement, the Pay and Benefits Worksheet (Appendix A), the candidate's resume, salary verification, and any other pertinent supporting documentation. The attached Staff Summary Form (SSF) will be addressed to the CMO and coordinated with the Director, HR, the Comptroller, and the OGC. Upon decision to approve the request, the CMO will sign the IPA agreement.

(c) Once the CMO has approved and signed the agreement, the HRO will notify the component requesting official, who will then secure signatures of the non-federal organization and the IPA candidate.

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(d) Upon receipt of the completed signed agreement, the component official will forward the original IPA agreement to the component HRO for processing and retention. The component official will also provide a copy of the agreement to the Comptroller. MSD/HR will initiate the hiring action and security clearances.

(e) IPA agreements are valid only when signed by the CMO.

(15) Oversight: OPM exercises oversight of the IPA program. ODNI components will file copies of certifications and agreements, and MSD/HR will provide OPM with copies of certifications and agreements and respond to requests for reports.

6. RESPONSIBILITIES:

A. The Chief Management Officer will:

- (1) Provide policy oversight.
- (2) Serve as the approving authority for all ODNI IPA requests.
- (3) Make final determinations on allowable costs for IPA agreements.

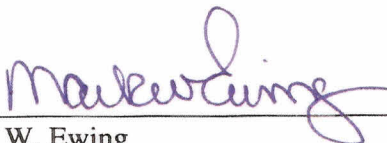
B. Mission Support Division, Human Resources will:

- (1) Be responsible for the implementation of this Instruction.
- (2) Ensure IPA hiring packages are prepared in accordance with paragraph 5.C.(14).
- (3) Initiate the hiring action and security processing.

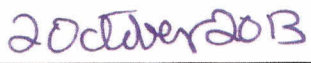
C. The Office of General Counsel will review every IPA request.

D. The Comptroller will coordinate on every IPA request to confirm availability of component funds.

7. EFFECTIVE DATE: This Instruction is effective upon signature.



Mark W. Ewing
Chief Management Officer



Date

Appendix A: Worksheet for Pay, Benefits, and Relocation Costs

Appendix A

WORKSHEET FOR PAY, BENEFITS, AND RELOCATION COSTS
ODNI Instruction 77.07, Intergovernmental Personnel Act Mobility Program
(cf. Intergovernmental Personnel Act Assignment Agreement, OF-69)

Personal Information	
Name:	
Organization:	
ODNI Component:	
Contact Information:	

Pay			
Type	Hourly	Monthly	Annually
Labor Cost			
Payroll Taxes			
Administrative Costs			
Other (specify)			
Totals			

Benefits			
Type	Liability*	Monthly Cost**	Annual Cost**
Insurance			
Worker's Compensation			
Health Insurance			
Dental Insurance			
Vision Care			
Life Insurance			
FICA (Medicare)			
Flexible Spending***			
Other (specify)			
Other (specify)			
Retirement			
Social Security			
Defined Benefit Plan			
401(k)			
Other (specify)			
Leave			
Annual			
Sick			
Compensatory Time			
Other (specify)			
Relocation Costs and Per Diem (to and from, as applicable)			
Travel			
HHE Transport/Storage			
Miscellaneous Allowance			
Per Diem			
Other (specify)			
Other			
(Specify)			
(Specify)			
Totals			

* Specify ODNI or Employer; liability means the employer's share of the total cost.

** Distinguish, if shared.

***Or non-USG equivalent, if any.

[October 2013]