



# Draft Order

Draft 2334.1

TBD

**Subject: Intergovernmental Personnel Act (IPA) Mobility Program**

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## Chapter 1. Introduction

### 1. Purpose.

This order provides policies and procedures applicable to the temporary assignment of personnel between the U.S. Government Accountability Office (GAO) and State or local governments, institutions of higher education, Indian tribal governments, and other eligible organizations.

### 2. Supersession.

This order supersedes GAO Order 2334.1, Intergovernmental Personnel Act (IPA) Mobility Program, dated **May 17, 2005**.

### 3. Basic Authority.

5 U.S.C., Chapter 33, Subchapter VI, is the basic authority for this order.

## Chapter 2. General Provisions

### 1. Policy.

Assignments to or from State or local governments, institutions of higher education, Indian tribal governments, and other eligible organizations are intended to facilitate federal, state, and local cooperation through the short-term assignment of skilled personnel. The IPA program makes it simple and feasible to move people for short periods of time when this movement serves a sound public purpose.

### 2. Definitions.

- a. **Employee means, for purposes of participation in the IPA program, an individual serving in GAO under an excepted or excepted-conditional appointment, including a career or Comptroller General career appointee in the Senior Executive Service, or an individual employed for at least 90 days in a career position with a State, local, or Indian tribal government, institution of higher education, or other eligible organization.**
- b. **State means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, the Northern Mariana Islands, and a territory or possession of the United States; and an instrumentality or authority of a State or States; and a Federal-State authority or instrumentality.**
- c. **Institution of higher education means a domestic, accredited public or private 4-year and/or graduate level college or university, or a technical or junior college.**
- d. **Indian tribal government refers to any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village, and any tribal organization as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. No. 93-638, S. Rep. No. 105).**
- e. **Local government means (1) any political subdivision, instrumentality, or authority of a State or States; and (2) any general or special purpose agency of such a political subdivision, instrumentality, or authority.**

- f. Instrumentality or authority of a State or local government means an organization which is government created or controlled, is public and nonprofit, has some governmental functions delegated to it, and is recognized as an instrumentality or authority by the State or local government.
- g. Other organization means (1) a national, regional, state-wide, area-wide, or metropolitan organization representing member State or local governments; (2) an association of State or local public officials; (3) a nonprofit organization which has as one of its principal functions the offering of professional advisory, research, education, or development services, or related services to governments or universities concerned with public management; or (4) a federally funded research and development center.

### 3. Approval of Participating Organizations.

- a. GAO must certify the eligibility of an organization interested in participating in the IPA program as an instrumentality or authority of a State or local government or as an "other organization."
- b. Federally funded research and development centers which appear on a master list maintained by the National Science Foundation are eligible.
- c. An organization denied certification by GAO may request reconsideration by the Office of Personnel Management.

### 4. Written Agreement.

Before an IPA assignment begins, the employee must enter into a written agreement which records the obligations and responsibilities of GAO and the outside IPA organization.

#### a. Arranging an Assignment.

IPA assignments may be initiated either by GAO or the outside IPA organization. The GAO employee must consent to the assignment before arrangements are made.

#### b. Content of the Agreement.

The specific content of the agreement may vary depending on the assignment. The agreement must specify the type of assignment (e.g. on detail to GAO, on detail from GAO, etc.), salary and benefits. GAO and the outside IPA organization negotiate the cost-sharing arrangement for the IPA assignment. GAO may pay all, some, or none of the cost associated with the assignment.

#### c. Documentation of the Agreement.

OPM form OF 69 is used to document the agreement. If the OF 69 form is not used, a GAO prescribed form will be developed to record the same information. The completed agreement is retained by HCO, consistent with GAO's records retention schedule.

#### d. Termination of the Agreement.

An assignment may be terminated at any time at the request of GAO or the outside IPA organization. An IPA assignment is automatically terminated when an employee is no longer employed by the original employer, regardless of whether the assignment is a detail or an appointment.

## 5. Travel and Relocation Expenses.

- a. In its discretion, GAO may pay the travel expenses authorized under the Federal Travel Regulation (FTR) (41 C.F.R. chapters 301-304) of a Federal employee or non-Federal employee on an IPA assignment. GAO may pay a per diem allowance at the assignment location in accordance with FTR part 301-7 or any of the following limited relocation expenses:
- (1) travel and transportation expenses of the employee to and from the assignment location under FTR part 302-2;
  - (2) travel and transportation expenses of the employee's immediate family to and from the assignment location under FTR part 302-2;
  - (3) transportation and temporary storage expenses of the employee's household goods and personal effects under FTR part 302-8;
  - (4) temporary quarters subsistence expenses under FTR part 302-5 at the time the assignment commences and at the time the assignment is completed;
  - (5) a miscellaneous expense allowance under FTR part 302-3; and
  - (6) the expenses of non-temporary storage of the employee's household goods and personal effects under FTR part 302-9, when the employee is assigned to an isolated location.
- b. GAO may select between payment of a per diem allowance at the assignment location or the limited relocation expenses, but may not pay both. However, GAO may pay per diem for travel away from the assignment location, even if it pays the limited relocation allowances, so long as employees do not travel to their official duty station. If GAO pays a per diem allowance at the assignment location, the per diem allowance may be paid only for the employees on the IPA assignment. If GAO pays relocation, GAO may pay transportation expenses for the immediate family of employees. GAO, however, cannot pay the expenses of selling or purchasing a residence, nor the expenses of property management services while the employees are on the assignment. GAO may not authorize a temporary change of station under subparts C and D of FTR part 302-1 to transfer employees to the assignment location.
- c. Employees must sign a written service agreement for one year or the length of the assignment, whichever is shorter, to be eligible for payment of per diem at the assignment location or limited relocation expenses. Employees will be responsible for repaying any expenses if they fail to complete the service agreement, unless the reasons for failing to complete the agreement are beyond their control. In addition, the Comptroller General (CG), as head of GAO, may waive the requirement to pay back expenses if the CG determines the waiver is justified. The service agreement does not cover travel expenses paid when employees travel away from the assignment location.
- d. The Chief Human Capital Officer shall decide what, if any, travel and relocation expenses an employee shall receive.

## 6. Compensation for Injury or Death.

Injury benefits may be paid in accordance with 5 U.S.C., Chapter 81. GAO is authorized by 5 U.S.C. § 5742 to pay for the transportation of the employee's remains and personal effects

and the employee's dependents who die while the employee is on assignment. The employee is not entitled to receive compensation from both GAO and the State or local government for the same injury or death.

#### **7. Conflict-of-Interest and Standards of Conduct.**

Both GAO employees and employees from outside organizations are subject to the conflict-of-interest and standards of conduct provisions of 5 U.S.C. Chapter 73, title 18, title 31, and GAO Order 2735.1, Code of Ethics.

#### **8. Liability Statutes.**

The Federal Tort Claims Act and any other federal tort liability statute applies to all IPA employees.

## **Chapter 3. Assignment of GAO Employees to IPA Organizations**

### **1. General.**

A GAO employee may be assigned to an outside IPA organization by detail or leave-without-pay (LWOP) from GAO. In either case, the employee remains an employee of GAO.

### **2. Eligibility.**

To be eligible for an IPA assignment, a GAO employee must be serving: (a) under an excepted or excepted-conditional appointment, (b) as a career appointee in GAO's Senior Executive Service/Senor Level, or (c) as a Presidential Management Intern.

### **3. Length of Assignment.**

- a. An IPA assignment may be made for up to 2 years and may be extended by the CG or designee for up to an additional 2 years with the concurrence of the other parties to the agreement.
- b. GAO employees may not serve more than a total of 6 years on IPA assignments in their federal career. The OPM may waive this provision upon the written request of the CG or designee.
- c. GAO employees must return to duty with GAO for 12 months after serving for 4 continuous years on an IPA assignment before they may be sent on another IPA assignment.

### **4. Obligated Service Requirement.**

GAO employees must agree as a condition of accepting an IPA assignment to serve with the federal government after completing the assignment for a period equal to the length of the IPA assignment. If GAO employees fail to carry out this agreement, they must reimburse GAO for its share of the costs of the assignment (exclusive of salary and benefits). The CG or designee may waive this reimbursement for good and sufficient reason.

## 5. Employee Status While on Detail.

### a. Pay.

For the employee on detail, pay, allowances, service credit for retention, tenure, and leave accrual, privileges, and other benefits are preserved. Pay is received from GAO.

### b. Annual Adjustment.

An employee detailed to an IPA assignment outside of GAO shall receive an annual adjustment pursuant to requirements outlined in Chapter 4 of the appropriate pay order (2540.2, 2540.3, 2540.4, or 2540.5) relevant to the employee's position of record at GAO.

### c. Performance Ratings.

An employee detailed to an IPA assignment outside of GAO at the end of the assessment year is assessed only if the employee has a rating prepared by a GAO supervisor during the year. This rating and any received from the IPA organization will be considered.

### d. Performance Based Compensation (PBC).

An employee on detail to an IPA assignment who has received an official rating of record will have a PBC determination calculated based on the last official rating of record before leaving GAO. If the employee is working outside the GAO and has not received an official rating of record, the PBC determination will be level 1. Employees covered by this provision are only eligible for a salary adjustment equal to the merit increase portion of the PBC award. No bonus is provided.

### e. Promotion.

An employee may apply for promotions under the applicable merit promotion plan.

### f. Retirement, Group Life Insurance, Health Benefits, and the Thrift Savings Plan (TSP).

Contributions for retirement, life insurance, health benefits, and TSP are withheld from the employee's pay. The written agreement must specify that portion of the agency's contribution each party agrees to pay if the detail is on a reimbursable basis.

### g. Annual and Sick Leave.

The employee continues to earn leave and use leave under GAO's leave system. The written agreement documents responsibility for charging leave.

### h. Workweek, Hours of Duty, and Holidays.

The employee's workweek and hours of duty are determined by the IPA organization subject to the workweek requirements for federal employees. Work performed on a federal holiday is subject to holiday pay provisions. The employee may be excused from duty on a state or local holiday without charge to leave, but is not entitled to premium pay for any work performed on such a day.

### i. Status on Return to GAO.

Upon return to GAO, the employee is assigned to the position occupied before serving on the IPA assignment or to another position of like grade or band, status, and pay.

## 6. Employee Status While on LWOP.

### a. Pay.

Employees are paid by the outside IPA organization. When employees return to GAO, their salary is the same as if they remained at GAO and received all annual adjustments and PBC salary increases.

### b. Supplemental Pay.

Supplemental salary payments are made by GAO when the rate of basic pay of the IPA position is less than the rate of basic pay the employee would have received if the employee remained at GAO. Supplemental pay is payable as earned and is not conditional on completion of the full period of the assignment. The determination of whether employees are entitled to supplemental pay is made by HCO and is communicated to the employee before the employee agrees to the assignment. The payment may vary during the assignment because of adjustments to pay made by GAO or the IPA organization.

### c. Performance Ratings.

An employee on LWOP to an IPA organization at the end of the assessment year is assessed only if the employee has a rating from a GAO supervisor during the year.

### d. Promotion.

An employee may apply for promotions under the applicable merit promotion plan.

### e. Retirement, Group Life Insurance, Health Benefits, and TSP.

#### (1) Retirement.

- (a) Employees are entitled to receive full service credit for the period of LWOP if the employees pay their percentage of retirement contributions into the Civil Service Retirement System (CSRS) or into the Federal Employees Retirement System (FERS) on the basic pay (regular plus any supplemental) received while on the IPA assignment. GAO makes its matching contribution at the time of the employees' payment.
- (b) If the employee elects not to contribute into CSRS or FERS, no more than 6 months credit may be received toward the employee's service contribution date (SCD) for retirement and leave.
- (c) The employee may not receive both a retirement annuity and State, local, or Indian tribal government compensation or other benefits for injury or disability covering the same period of the IPA assignment.
- (d) If the employee receives a higher salary while on the IPA assignment, only the employee's basic pay which would have been received from GAO is considered for retirement purposes.

#### (2) Group Life Insurance and Health Benefits Coverage.

- (a) Employees are entitled to continuation of life insurance and health benefits coverage for the duration of the IPA assignment as long as the employees are currently paying their share of the premiums. GAO will pay its share.

- (b) If the employee elects to be covered under insurance and health benefits coverage provided by the IPA organization and the coverage is similar to that provided by GAO, the employee is not entitled to continue federal coverage.

**(3) Thrift Savings Plan (TSP).**

An employee who is on LWOP while on a **IPA** assignment is not eligible to participate in TSP. The employee's contributions automatically stop when entering a non-pay status, including GAO's contributions if under FERS. The plan may be restarted when the employee returns to GAO in a pay status.

**(4) Employee Failure to Make Current Payments.**

Failure to make current payments to GAO for deposit will terminate coverage by the program in question. GAO considers the employee's payment to be current if deposited within 3 months after the end of the pay period the payment was due. Coverage under these conditions cannot start until the employee returns to a pay status in GAO.

- (a) Coverage may be reinstated retroactively when, in the judgment of the Comptroller General or designee, failure to make current payments was due to circumstances beyond the employee's control and the payments were received at the first reasonable opportunity. Retroactive substitution may also occur when the failure of payment was due to administrative error.

- (b) As provided by 5 U.S.C. Chapters 87 and 89, group life insurance and health benefit coverage are subject to a 31-day extension at the end of the pay period payments were due.

**f. Annual and Sick Leave.**

The employee is entitled to earn and use annual and sick leave as if at GAO. Annual and sick leave balances are transferable both to and from the IPA assignment. Annual leave balances are subject to the limitations prescribed for annual leave carryover by 5 U.S.C. 6304. The written agreement documents which party is responsible for the cost of the leave. Generally, the IPA organization maintains the leave record.

**g. Workweek, Hours of Duty, and Holidays.**

The outside IPA organization determines the workweek, hours of duty, and holidays to which the employee is entitled.

**h. Status on Return to GAO.**

Upon return to GAO, the employee is assigned to the position occupied before serving on the **IPA** assignment or to another position of like grade or band, status, and pay.

## Chapter 4. Assignment of Employees from IPA Organizations to GAO

### 1. General.

An employee from an IPA organization may be appointed in GAO for the agreed period of the IPA assignment without regard to the GAO provisions governing competition for appointment or be detailed to GAO.

### 2. Eligibility.

To be eligible for an IPA assignment, the outside employee must have been employed for at least 90 days in a career position with a State or local government, institution of higher education, Indian tribal government, or other eligible organization.

### 3. Length of Assignment.

- a. An IPA assignment may be made for up to 2 years and may be extended by the Comptroller General or designee for up to an additional 2 years with the concurrence of the other parties to the agreement.
- b. After serving with GAO for 4 continuous years, the employee must return to the IPA organization from which originally assigned for at least 12 months before returning to GAO on an IPA assignment.

### 4. Employee Status While on Detail.

An employee on detail to GAO remains an employee of the home organization for most purposes. The employee is not entitled to federal pay from GAO except to the extent that the pay received from the home organization is less than the appropriate rate of pay the employee's duties would warrant under applicable GAO pay provisions. The employee is not entitled to participate in the group life insurance program, the federal health benefits programs, federal civil service retirement, or the Thrift Savings Plan (TSP). The employee is subject to conflict-of-interest laws and standards of conduct provisions as specified in ch. 2, para. 7 and the federal tort liability statutes specified in ch. 2, para. 8.

### 5. Employee Status When Appointed in GAO.

#### a. Pay.

The employee is entitled to the pay for the band of the position to which appointed.

#### b. Retirement, Group Life Insurance, Health Benefits, and TSP.

- (1) The employee is not covered by the federal civil service retirement system or by the group life insurance program and is not eligible to participate in TSP.
- (2) The employee is not eligible to enroll in the federal health benefits program unless the GAO appointment results in the loss of coverage in a group health benefits plan when the plan premium has been paid in whole or in part by the employee's home organization. If the loss of coverage occurs, the employee is eligible to enroll in any health benefits program available to GAO employees. The employee pays the normal portion of the health plan selected.

- (3) These exceptions to coverage do not apply to non-federal employees who are covered by 5 U.S.C. Chapters 83, 87, and 89 by virtue of their non-federal employment immediately before the IPA assignment and appointment in GAO.
- (4) If the employee's home organization fails to continue the employer's contribution to its retirement, life insurance, or health benefits plans when the employee is given an appointment in GAO, GAO is authorized to pay the employer's contribution for the period of the IPA assignment. Arrangements for these payments need to be specified in the written agreement.

## Appendix 1. References

### 1. References.

- a. 5 U.S.C. § 3371-3376.
- b. 5 U.S.C. §§ 5724-5726 and 5742.
- c. 5 U.S.C. § 6304.
- d. 5 U.S.C. Chapter 73.
- e. 5 U.S.C. Chapter 81, Subchapter I.
- f. 5 U.S.C. Chapter 87.
- g. 5 U.S.C. Chapter 89.
- h. 18 U.S.C. §§ 203, 205, 207-209, 602, 603, 606, 607, 643, 654, 1905, and 1913.
- i. 31 U.S.C. §§ 1343, 1344, and 1349(b).
- j. Federal Tort Claims Act.
- k. Federal Travel Regulation, 41 CFR chapters 301-304.
- l. 5 C.F.R. part 334.
- m. Pub. L. No. 93-638, S. Rep. No. 105.
- n. GAO Order 2735.1, Code of Ethics.

## Appendix 2. Description of Changes

In addition to editorial changes, the following changes were made:

### a. Chapter 1.

- (1) In section 2, updated the supersession and the date of the order referenced.
- (2) Moved prior order section 3, References, to Appendix 1.

### b. Chapter 2.

- (1) In section 2a, added a definition of “employee.”
- (2) In section 2c, added “and/or graduate level” to the “institution of higher education” definition.
- (3) In section 2d, changed “P.L.” to “Pub. L.,” and added “No.,” and “Rep. No.”
- (4) In section 2e, added “(1)” and “and (2) any general or special purpose agency of such a political subdivision, instrumentality, or authority.”
- (5) In section 2g, added “(1);” “(2);” and “or (4) a federally funded research and development center.” Replaced “or” with “(3).”
- (6) In section 3, deleted “Human Capital Office (HCO) determines an organization's eligibility to participate in the program. If necessary, HCO requests that the organization provide GAO with a copy of the organization's: (1) articles of incorporation, (2) bylaws, (3) Internal Revenue Service nonprofit statement, and (4) any other information describing the organization's activities as they relate to the public management concerns of governments or universities. HCO maintains the central eligibility file.”
- (7) In section 3, deleted “GAO may accept the certification of an organization by another federal agency.”
- (8) In section 4, added “IPA” and, for consistency with 5 CFR 334.106(a), replaced “is made” with “begins” to read “[b]efore an IPA assignment begins....”
- (9) In section 4b, for clarity, replaced “nature of the personnel action taking place and state the nature of the” with “type of assignment (e.g. on detail to GAO, on detail from GAO, etc.);” deleted “being received;” and replaced “mobility” with “IPA.”
- (10) In section 4c, replaced “Human Capital” with “HCO” and added “consistent with GAO's records retention schedule.”
- (11) In section 4d, replaced “his or her” with “the” for gender neutrality.
- (12) In section 5, changed the title to “Travel and Relocation Expenses” and deleted “GAO will not reimburse an employee through a per diem allowance or through relocation expenses.”
- (13) In section 5, added sections 5a – d to describe the conditions for payment of travel and relocation expenses.
- (14) In section 6, added “§” to read “...5 U.S.C. § 5742.”

(15) In section 7, updated the name of GAO Order 2735.1.

(16) In section 8, replaced “mobility” with “IPA” for clarity.

**c. Chapter 3.**

(1) In section 1, deleted “he or she may be on” for gender neutrality.

(2) In section 3a, replaced “Comptroller General” with “CG” and deleted “his or her” for gender neutrality.

(3) In section 3b, replaced relevant text with acronyms “OPM” and “CG” and made revisions for gender neutrality.

(4) In section 3.c, made revisions for gender neutrality.

(5) In section 4, replaced “Comptroller General” with “CG,” changed “the employee” to “GAO employees,” and made revisions for gender neutrality.

(6) In section 5b, added the provisions for annual adjustment when a GAO employee goes on detail to an IPA organization.

(7) In section 5d, clarified PBC provisions when a GAO employee goes on detail to an IPA organization. Deleted “a GAO rating” and replaced with “received an official rating of record.” Deleted “the standardized rating score (SRS) for the employee’s band within the home unit, current salary and market-based compensation range” with “the last official rating of record before leaving GAO.” Deleted “does not have a GAO rating” and replaced with “has not received an official rating of record.” Deleted “is calculated based on an SRS of “0” and the employee’s current salary” and replaced it with “will be level 1.”

(8) In section 6a, added “annual adjustments and” and made revisions for gender neutrality.

(9) In section 6b, replaced “Human Capital” with “HCO and “employer” with “organization;” and made revisions for gender neutrality.

(10) In section 6e(1)(a), updated name for CSRS; replaced “mobility” with “IPA;” and made revisions for gender neutrality.

(11) In section 6e(1)(c), replaced “mobility” with “IPA.”

(12) In section 6e(2)(a), replaced “mobility” with “IPA” and made revisions for gender neutrality.

(13) In section 6e(3), replaced “mobility” with “IPA.”

(14) In section 6e(4)(a), deleted “his or her” for gender neutrality.

(15) In section 6f, deleted “he or she were” for gender neutrality.

(16) In section 6f, replaced “mobility” with “IPA.”

**d. Chapter 4.**

(1) In section 3a, deleted “his or her” for gender neutrality.

(2) In section 3b, deleted “he or she was” for gender neutrality.

(3) In section 4, replaced “his or her” with “the” for gender neutrality and “par.” with “para.”

(4) In section 5b(2), deleted “his or her” for gender neutrality.

**e. Appendix 1. References.**

(1) In sections 3a, 3b, 3c, 3h, and 3i, added “§” or “§§” where appropriate.

(2) In section 3k, added “Federal Travel Regulation, 41 CFR chapters 301-304.”

(3) In section 3n, updated the name of GAO Order 2735.1.

**f. Appendix 2. Description of Changes.**

(1) Added section.