



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

January 19, 2016

CBCA 5035-TRAV

In the Matter of IRA NEW BREAST

Ira New Breast, Kearneysville, WV, Claimant.

Lynn Stapor, Office of Chief Financial Officer, Accounting Operations Division, Bureau of Indian Affairs, Department of the Interior, Reston, VA, appearing for Department of the Interior.

SULLIVAN, Board Judge.

Claimant, Ira New Breast, appeals the results of an audit of a travel reimbursement claim by the agency, Bureau of Indian Affairs, that determined Mr. New Breast failed to provide sufficient documentation for his reimbursed travel costs in the amount of \$62.75. Based upon our review of the record, we have determined that Mr. New Breast was paid an amount in excess of that to which he was entitled pursuant to regulation.

Background

On April 10, 2015, the agency approved Mr. New Breast's authorization request for travel from April 20 through 30, 2015. According to the purpose stated on the authorization request, Mr. New Breast was to travel to Albuquerque, New Mexico for mandatory training and then rent a car in Albuquerque to drive to Reno, Nevada for a meeting with local tribe officials.

After Mr. New Breast obtained reimbursement for this trip, the agency randomly selected Mr. New Breast's reimbursement claim for an audit. As a result of this audit, the agency determined that Mr. New Breast had been reimbursed more than the permitted meals and incidental expenses (M&IE) amounts for the cities to which he had traveled. The agency

also determined that Mr. New Breast had paid for a rental car that was larger than the compact car he was permitted to rent. Based upon these audit results, the agency asked Mr. New Breast either to provide further information to support his claimed reimbursement amounts or refund \$62.75 to the agency (\$23.75 for per diem expenses and \$39 for the larger rental car).

Mr. New Breast challenges here the agency's demand for repayment of the \$18.75 for the overpayment of MI&E expenses for the four days he was in Albuquerque, New Mexico. Mr. New Breast did not dispute the findings that he was reimbursed more than was permitted for the larger rental car (\$39) or for his one-night stay in Elko, Nevada (\$5).

In response to Mr. New Breast's claim, the agency provided an explanation of the results of the audit, which showed that Mr. New Breast received MI&E reimbursement at the rate of \$51 per day, instead of \$46 per day, for the days he was not in Reno, Nevada. The agency provided supporting documentation to establish that \$46 per day was the proper MI&E rate for these five days. The agency also attempted to recalculate the amount Mr. New Breast overpaid for his rental car for travel from Albuquerque to Reno, Nevada, based upon the rental rate for his car in Reno, Nevada. As the result of this recalculation, the agency determined that Mr. New Breast owes the agency \$406. The agency did not explain why the original amount was incorrect. Instead, the agency simply stated, "[u]pon further review, a calculation error is noted for the full size rental vehicle."

Analysis

Agencies are required to reimburse employees for expenses incurred while on official travel. 5 U.S.C. § 5702 (2012). These expenses include the costs of transportation and per diem expenses (lodging and meals expenses). 41 CFR 301-2.2 (2014). Employees are responsible for any expenses incurred over the reimbursement limits set forth in the Federal Travel Regulations (FTR):

For what travel expenses am I responsible?

You are responsible for expenses over the reimbursement limits established in this chapter. Your agency will not pay for excess costs resulting from circuitous routes, delays, or luxury accommodations or services unnecessary or unjustified in the performance of official business.

41 CFR 301-2.4. The FTR identifies where employees may find the per diem rates applicable to their official travel. 41 CFR 301-11.6.

The agency determined through its audit that Mr. New Breast received a higher per diem reimbursement rate than he was permitted for the portion of his travel to Albuquerque. The agency explains that the travel system did not identify the error because Mr. New Breast did not identify Albuquerque as one of the destinations in his travel authorization. Mr. New Breast does not challenge the accuracy of the agency's determination, but explains that he was not aware of the requirement to check the per diem rates for each location to which he planned to travel and that he relied upon the rates in the Concur system, which were tied to Reno as his travel destination. Mr. New Breast was responsible for accurately completing his travel authorization and determining the applicable per diem rates for all the days of his travel. His failure to undertake these efforts does not provide a basis to overturn the agency's demand for repayment of \$18.75 for MI&E costs in Albuquerque.

As noted above, in response to Mr. New Breast's claim, the agency also attempted to calculate the amount Mr. New Breast paid for the rental car over and above what he would have paid for a compact car. Mr. New Breast maintains in his response that this new calculation is beyond the scope of his claim because the agency has not issued a demand for the increased amount, but the Board comments upon the calculation in the interest of forestalling a future dispute.

The agency acknowledges that rental car rates vary daily but based the calculation on the rate for the compact car Mr. New Breast rented in Reno, which was a local rental and presumably cheaper than the long-distance rental to travel between Albuquerque and Reno. This calculation is unnecessary because the information necessary to determine the difference between the rental rate for the compact car and the rental rate for the car Mr. New Breast rented is found in the existing record. Mr. New Breast included in his travel authorization request amounts for both of the rental cars that he used during his trip. The authorized amount for the compact rental car between Albuquerque, New Mexico and Reno, Nevada was \$462.15. Mr. New Breast's claim includes the receipts for the rental cars, which shows the cost for the car rented in Albuquerque is \$499.88. The difference between these amounts is \$37.73.¹ It is this amount that Mr. New Breast owed to the agency.

In its response, the agency also disputed Mr. New Breast's statement that he had sent the \$62.75 to the agency in response to the agency's audit letter. In his reply, Mr. New

¹ This same receipt indicates that the daily rate includes the \$15 per day for the upgrade. The difference between \$30 (\$15 x 2 days) and \$37.73 is probably attributable to the taxes and fees that were applied as a percentage of the rental cost. The receipt also indicates a discount of \$39.00 was applied to the rental amount. This amount may be the figure the agency used in formulating its reimbursement demand to Mr. New Breast.

Breast provided evidence of a money order sent to the agency on October 29, 2015. With this information, the Board presumes that the agency will be able to locate the missing transfer and reflect that Mr. New Breast has repaid the disputed amount.

Decision

For the foregoing reasons, we deny Mr. New Breast's claim. Mr. New Breast owed the agency \$61.48 (\$23.75 for per diem expenses and \$37.73 for car rental costs).

MARIAN E. SULLIVAN
Board Judge