UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

THIS OPINION WAS INITIALLY ISSUED UNDER PROTECTIVE ORDER AND IS BEING PUBLICLY RELEASED IN ITS ENTIRETY ON SEPTEMBER 1, 2026

GRANTED IN PART AS TO ENTITLEMENT: August 4, 2026

CBCA 8409

AISHA B. KAMARA,

Appellant,

v.

DEPARTMENT OF STATE,

Respondent.

Aisha B. Kamara, pro se, Washington, DC.

Alexandra N. Wilson, Office of the Legal Adviser, Buildings and Acquisitions, Department of State, Washington, DC, counsel for Respondent.

O'ROURKE, Board Judge.

Appellant, a personal services contractor (PSC) assigned to the United States Department of State, seeks reimbursement for expenses incurred due to delays in the return shipment of her household effects (HHE) and personally owned vehicle (POV). She argues that agency error, a medical evacuation, and inadequate PSC policies entitle her to compensation. Although those theories do not support recovery, the contract and applicable travel regulations permit reimbursement of certain transportation expenses.

Background

Contract Award

On August 8, 2023, the Department of State (DOS or agency) awarded appellant a personal services contract (19AQMA23T9015) to perform the duties of "Foreign Affairs Officer" (FAO) at the United States Embassy in Riyadh, Saudi Arabia. The contract's period of performance consisted of one base year plus four option years. Performance began on September 24, 2023. Appeal File, Exhibit 4 at 24.[1]

Appellant's Health Challenges and Subsequent Resignation

During the base year of performance, appellant developed medical conditions that her treating physicians believed required specialized care unavailable at post. The Regional Medical Officer (RMO) and Regional Psychiatrist drafted letters on appellant's behalf recommending she seek specialized treatment in the United States. On March 17, 2024, appellant submitted a written resignation to her supervisor, stating that, upon the recommendation of medical personnel, she intended to return to the United States because of those medical conditions. Exhibit 13. Appellant attached the resignation letter to the email, *see* Exhibit 12, and informed her supervisor:

> I am writing to formally tender my resignation as a Foreign Affairs Officer with the U.S. Embassy Riyadh, Program for Technical Cooperation. Due to recent health concerns that have emerged since my arrival in the Kingdom of Saudi Arabia, both [the DOS Bureau of Medical Services (MED)] and I have concluded that it is in my best interest to return to the United States at this time. . . . In accordance with the standard one-month notice period, my last day in the office will be April 18, 2024. Following this, I intend to utilize my sick leave before my official departure.

Exhibit 13.

Appellant's Move Back to the United States

On March 25, 2024, appellant received an email from a moving and storage company in Virginia to begin the process of shipping appellant's POV from Saudi Arabia to the United States. Exhibit 14. Additional emails from the same company informed appellant that the

[1] All exhibits are located in the appeal file, unless otherwise stated. Page references are to Bates numbers, with prefixes and leading zeros omitted.

scheduled pick-up date of her POV and HHE in Riyadh was April 17, 2024. Exhibits 19, 23. The moving company also informed appellant that the pick-up date for her unaccompanied air baggage (UAB)[2] was scheduled for April 18, 2024. Exhibit 21.

The agency emailed appellant's travel orders/PCS authorization to her on March 27, 2024, and appellant began making inquiries into her options for traveling back to the United States. Exhibit 33. An email, dated April 4, 2024, from appellant to the travel desk stated:

> Hi Murshid, Thanks for your email. I spoke to Muhammed about cost-constructed travel. I plan to . . . travel for a bit immediately after leaving, Portugal specifically, can my flight actually go straight there on the 23[rd]. Or, what would it look like with cost construct to add in Portugal with a final destination of the United States on May 23rd? Thank you.

Id. at 161. The travel desk representative (Murshid) replied with a request for appellant to provide her actual travel dates and preferred destinations in order to work out appellant's flight options. *Id*. at 160. Appellant provided the following information:

> Hi Murshid
>
> Departing Riyadh, Saudi Arabia for Porto, Portugal: April 23rd, 2024
>
> Depart Lisbon, Portugal for Washington Dulles: May 23rd, 2024
>
> Best,
>
> Aisha Kamara

Id. at 160. Murshid replied with the flight information for both the authorized route and the actual route. The actual route, which included a month-long stop in Portugal, was approximately $16 cheaper. *See* Exhibit 34. On April 7, 2024, appellant signed the cost construct sheet and the travel desk booked the ticket. Exhibits 33 at 157-58, 34.

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[2] UAB consists of personal belongings needed immediately by the traveler upon arrival at his or her destination, such as seasonal clothing, bed linens, towels, a few basic kitchen utensils, and essential electronics. 14 Foreign Affairs Manual (FAM) 611.3, 611.3-2. UAB bridges the gap between a traveler's arrival and the arrival of the traveler's HHE from the former duty station.

Appellant's Revised Resignation Letter

On April 7, 2024, appellant emailed her Embassy supervisor a copy of her "revised resignation letter for your review with the new end date." Exhibit 35. The subject of the email was "Revised final day," and the attached document was titled "Official Letter 7-May 2024." *Id*. The revised resignation letter stated:

> I am writing to formally tender my resignation as a Foreign Affairs Officer with the U.S. Embassy Riyadh, Program for Technical Cooperation. Due to recent health concerns that have emerged since my arrival in the Kingdom of Saudi Arabia, both MED and I have concluded that it is in my best interest to return to the United States at this time. Should any documentation be required, it is readily available upon request.
>
> In accordance with the standard one-month notice period, my last day in the Riyadh office will be April 23rd, 2023, after which I intend to utilize my leave to seek additional medical support, making my last official day May 20th, 2024.

Exhibit 36.

The record contains a letter from the regional medical officer, dated April 20, 2026, which explained the circumstances surrounding appellant's departure. It states:

> Ms. Aisha Kamara was under my medical care during her employment as a contractor with the United States Embassy in Riyadh, Saudi Arabia. I am providing this letter to attest to the medical necessity of Ms. Kamara departing her employment in Riyadh.
>
> While Ms. Kamara made every effort to secure appropriate medical follow-up for her chronic medical conditions, prior to, and during her time in Riyadh, difficulties in local access to care and practice style between her U.S.-based provider and the Saudi medical specialists resulted in worsening of her symptoms. . . .
>
> As a result of these factors, under my medical advice and under the medical advice of my psychiatrist counterpart . . ., Ms. Kamara has resigned her position to return to the United States.

Exhibit 30.

Contract Termination Action

On May 8, 2024, the contracting officer processed a contract-related action documenting appellant's resignation on a Personal Services Contracting Action form (JF-0062). Exhibit 47. The form's "Remarks" field (box 33) stated, "Aisha Kamara resigned from her position and her last day is May 20, 2024. Please process any unused annual leave effective May 20, 2024." *Id*. That same day, the contracting officer issued a unilateral modification (P002) terminating the contract effective May 20, 2024. Exhibit 48 at 201. The contracting officer cited "ARTICLE 11–Termination/Resignation" as the basis for the termination action. *Id*. Box 14 described the modification action as follows:

> (1) The purpose of this modification is to terminate the contract effective May 20, 2024 in accordance with Article 11.
> (2) The contract is being terminated at the request of the contractor who has submitted her resignation.
> (3) The contractor's right to compensation shall cease on May 20, 2024.
> (4) This modification releases [DOS] from all further obligations under the terms and conditions of the contract.

Id.

Appellant's Departure from Saudi Arabia and Shipment of Her HHE, POV, and UAB

In the days leading up to appellant's departure from Riyadh, various offices coordinated the packing, pickup, and shipping of her HHE, POV, and UAB back to the United States. Appellant departed Saudi Arabia on April 23, 2024, and flew to Portugal. On April 28, 2024, Mr. Yassir Gafar, from the Customs & Shipment office at the embassy in Riyadh, informed appellant that he was waiting for the export permits from the Saudi Arabia Ministry of Foreign Affairs (MoFA) and was following up on them daily. He also stated that Mr. Oliver Garcia of Able Moving & Storage was the destination agent in the United States for her items.

Export Permits for Appellant's HHE, POV, and UAB

Documentation in the record shows that appellant's UAB was processed first and delivered in May 2024. Appellant stated that her UAB package was smaller and contained fewer items than she intended, so it did not need to go to a storage unit. She asked a former coworker to ensure that her UAB would be sent to her parents' address in Virginia, as she would be in Portugal until May 23, 2024, and could not receive it. Exhibit 52 at 229. Export permits for appellant's HHE and POV were delayed while awaiting action by MoFA.

Embassy personnel repeatedly followed up with the ministry, and the permits were ultimately issued on June 30, 2024, after which the shipment was booked for export. Exhibit 49.

Shipping Delays

Appellant was initially informed that her HHE and POV were expected to arrive in Baltimore on August 7, 2024. After making inquiries about the deliveries, appellant learned on August 11, 2024, that her items would not arrive until October. Exhibit 52 at 223. It is unclear why the moving company failed to communicate this update earlier. Pointing out that the new arrival date is more than six months after her departure from Riyadh, appellant asked for more details regarding the delay. There is no indication in the record that the moving company provided the requested details.

On September 15, 2024, appellant followed up on the status of her shipment. The moving company representative replied the next day, stating that he was awaiting confirmation of the October delivery dates. Several weeks later, appellant informed the moving company that she would be out of the country for two weeks in October and needed to make a plan. Exhibit 52 at 222. The moving company replied, "As of today, the website shows an ETA to Baltimore of October 23rd. We need to consider that the customs clearance process may take up to 4 business days. We will keep you posted of any developments or changes." *Id*. at 221.

Financial Impact of Shipping Delays on Appellant and Appellant's Subsequent Claim for Reimbursement

The vessel arrived in Norfolk, Virginia, on October 27, 2024. Exhibit 52 at 218. Appellant followed up the next day requesting a delivery date. She learned that her HHE and POV would be moved by barge from Norfolk to Baltimore by the end of that week. *Id*. at 220. Appellant was frustrated by the additional delays, pointing out to the moving company's representative that she departed Saudi Arabia on April 28, 2024, and that she has been without her belongings for more than six months. She explained that due to the delays, she had to replace many of her household goods and much of her wardrobe, including business attire, shoes, and cold weather gear. Appellant also stated that, without her car, she incurred significant additional transportation costs. Appellant then inquired about a claims process to pursue reimbursement of these items. Copied on the email were her former unit director and the embassy transportation office. *Id*. at 219.

In response, the local moving company in Virginia explained that "[t]he vessel sailed with [the ocean cargo carrier] on August 12th after delays due to the Red Sea situation."[3] Exhibit 52 at 218. The moving company attributed the majority of the delays to the processing of export permits by the embassy and MoFA. *Id*. Nonetheless, the agency inquired about possible compensation due to the delayed delivery timeline. *Id*. at 217-18. The agency determined that the moving company (also referred to as the transportation service provider or TSP) followed the proper shipping procedures. The agency explained that "[t]he delay is due to Impractical Operations and situations beyond the TSP's control. The Service Provider is not obligated to provide any compensation for the delay." *Id*. at 216-17. Shortly after receiving this response from the agency, appellant emailed the following to agency officials:

> Based on the fact that the Embassy was partially responsible for the delay it seems I can submit a claim with [DOS] for inconvenience. I've been told by [Foreign Service Officers] that they at least receive temp housing or items while they await their items and I have received nothing. With a 6 month gap in between[,] unnecessarily[,] there needs to be some sort of compensation.

Id. at 216.

Appellant's HHE were delivered on November 21, 2024, more than seven months after she departed Saudi Arabia. On April 6, 2025, appellant reached out to her former unit director by email to request assistance with a claim for reimbursement in the amount of $5380.20 for unanticipated PCS expenses. Exhibit 57 at 312. In her request, appellant stated that she incurred the expenses "due to the significant delay in the shipment of my personal and household effects (POV and HHE) following my medical evacuation from Riyadh on March 23rd." *Id*. Appellant further stated, "[a]s you are aware, I was medically evacuated due to health issues that were exacerbated by my stay in Riyadh, and the Bureau of Medical Services (MED) recommended my return to the United States. My contract . . . outlines provisions for emergency and irregular travel and transportation under such circumstances." *Id*. Various Embassy offices discussed whether appellant was eligible for relief through certain travel allowances, such as the home transfer subsistence allowance (HTSA). As a PSC, however, she was ultimately directed to the contracting officer's representative who, in turn, forwarded the claim to the contracting officer.

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[3] The record does not elaborate on "the Red Sea situation." However, publicly available information indicates that, during the time of appellant's shipment, civilian shipping routes were significantly disrupted by hostilities in the Red Sea. https://www.maersk.com/insights/resilience/2024/07/09/effects-of-red-sea-shipping (last visited Aug. 4, 2026).

Contracting Officer's Final Decision (COFD) on Appellant's Claim

On April 7, 2025, the contracting officer (CO) issued a final decision denying appellant's claim in its entirety. Exhibit 86. The CO noted that, while the contract did not directly address funding of PCS travel, such funding may be covered by official travel authorizations. *Id*. at 507. He further noted that, while appellant's travel orders included an authorization to ship her HHE and POV back to the United States, the orders did not specify a delivery date or estimated time of arrival. Absent a contract term or travel order requiring delivery by a particular deadline, the CO found that "the delivery time is based on best efforts." *Id*. at 508. The COFD advised appellant of her appeal rights, and on April 9, 2025, appellant appealed the decision to the Board.

Discussion

This decision is proceeding under the Board's expedited small claims procedure, Board Rule 52 (48 CFR 6101.52 (published in eCFR)), which permits adjudication of the claim by a single judge as long as the monetary amount in dispute is $50,000 or less, as established by the Contract Disputes Act, 41 U.S.C. § 7106(b) (2024). Here, the amount in dispute is $5380.20, which meets the threshold requirement. Decisions issued under the Board's small claims procedure are final and conclusive, shall not be set aside except for fraud, and are not precedential. Rule 52(b); *see Palmer v. Barram*, 184 F.3d 1373 (Fed. Cir. 1999) (interpreting similar small claims rule of predecessor board). The parties also agreed to proceeding with a decision on the written record under Board Rule 19. The record consists of appeal file exhibits, pleadings, and the parties' briefs.

The CDA provides that "[e]ach claim by a contractor against the [Government] relating to a contract shall be submitted to the contracting officer for a decision . . . within 6 years after the accrual of the claim." 41 U.S.C. § 7103(a)(1), (4)(A). In his final decision, the contracting officer determined that the terms of the contract did not specify a date by which appellant's HHE and POV had to be delivered and that the delivery time was based on "best efforts." Exhibit 86 at 508. Though the CO did not further opine on the delivery efforts made here, when a contractor appeals the COFD to the Board, the Board reviews the case de novo. *Id*. § 7104(b)(4). "[O]nce an action is brought following a contracting officer's decision, the parties start in court or before the board with a clean slate." *Wilner v. United States*, 24 F.3d 1397, 1402 (Fed. Cir. 1994) (en banc); *CompuCraft, Inc. v. General Services Administration*, CBCA 5516, 17-1 BCA ¶ 36,662, at 178,539-40.

Appellant seeks reimbursement in the amount of $5380.20 for unanticipated PCS expenses that she incurred when her HHE and POV arrived three-and-a half months after the forecasted arrival date of August 7, 2024. Appellant advances multiple grounds for reimbursement, such as agency errors, medical evacuation, and inadequate policies for personal services contractors. We construe appellant's assertions regarding agency errors and PSC policies as claims for violations of the duty of good faith and fair dealing. Implied in every contract is a duty of good faith and fair dealing in its performance and enforcement. *Lakeshore Engineering Services, Inc. v. United States*, 748 F.3d 1341, 1349 (Fed. Cir. 2014); *Metcalf Construction Co. v. United States*, 742 F.3d 984, 990 (Fed. Cir. 2014). The covenant of good faith and fair dealing "imposes obligations on both contracting parties that include the duty not to interfere with the other party's performance and not to act so as to destroy the reasonable expectations of the other party regarding the fruits of the contract." *Future Forest, LLC v. Department of Agriculture*, CBCA 5863, 20-1 BCA ¶ 37,565, at 182,397 (quoting *Centex Corp. v. United States*, 395 F.3d 1283, 1304 (Fed. Cir. 2005)).

Evidence in the record shows that the errors related to the export permits, which ultimately delayed the carrier's departure, were made by MoFA, not DOS. Because the record does not establish that DOS interfered with contract performance or frustrated appellant's contractual expectations, appellant has not demonstrated a breach of the implied duty of good faith and fair dealing. *See Griz One Firefighting, LLC v. Department of Agriculture,* CBCA 6358, et al., 22-1 BCA ¶ 38,021, at 184,643.

Regarding appellant's contention that a lack of policies for PSCs led to disparate treatment of civilian employees and contractors, we are not persuaded by this argument. To the extent that appellant challenges the benefits afforded to PSCs under the contract, those provisions were apparent when the contract was awarded and cannot be challenged after award. *VSE Corp. v. Department of Justice*, CBCA 5116, 18-1 BCA ¶ 36,928, at 179,914 (2017) (citing *Beacon Construction Co. of Massachusetts v. United States*, 314 F.2d 501, 504 (Ct. Cl. 1963)). Even if certain problems with the contract were not evident until appellant's contract was terminated, we conclude that, under the circumstances here, the facts do not support a violation of the duty of good faith and fair dealing. As we find no violation of implied duties under the contract, we turn now to the contract's express terms to assess the merits of appellant's remaining arguments.

To decide whether appellant must be compensated for the claimed expenses, we look to the terms of the parties' agreement for direction. Such terms define the parties' respective rights and obligations on a wide variety of contract matters. *Belle Isle Investment Co. v. General Services Administration*, CBCA 4734, 18-1 BCA ¶ 37,022, at 180,285 (2017) ("The starting point for contract interpretation is 'the plain language of the agreement.'" (quoting *Foley Co. v. United States*, 11 F.3d 1032, 1034 (Fed. Cir. 1993))). Article six of appellant's personal services contract, titled "Benefits," addresses medical evacuation services in paragraph K.2. Exhibit 4 at 37. That provision references 16 FAM 300 (Medical Travel) for additional information on medical evacuation (medevac) services. The record supports the conclusion that appellant resigned for medical reasons but does not establish that she underwent an authorized medical evacuation under the applicable FAM provisions. Appellant wrote two resignation letters. Her doctors referred to her "resignation" and "recommended" she return to the United States for access to the care she needed. Furthermore, the record reflects that appellant voluntarily traveled to Portugal for approximately one month before returning to the United States. That itinerary is inconsistent with the medical evacuation procedures described in the FAM. *See* 16 FAM 301.1-5(A). Accordingly, we conclude that, despite appellant's statements to the contrary, she was not a medical evacuee.

Article seven of appellant's personal services contract, titled "Travel," addresses travel outside of the permanent duty station area in paragraph A. It provides:

> All applicable federal travel regulations are incorporated into this contract by reference. Official travel performed by the Contractor under this contract shall be consistent with the provisions of the federal travel regulations that apply to the Department's direct-hire employees. Payment to the Contractor for per diem and transportation costs for travel outside of the 50-mile radius of the Contractor's permanent duty station shall be in accordance with those federal travel regulations. Funding for such travel is not included in this contract but may be covered by Official Travel Authorizations as outlined herein.

Exhibit 4 at 38. Appellant's travel authorization (also referred to as transfer orders or PCS orders), from Riyadh to her home of record (Washington, D.C.), authorized shipment of her HHE and POV. Her orders further stated, "[e]mployee is authorized miscellaneous expenses incurred during travel." Exhibit 69 at 3. The relevant version of the Federal Travel Regulation (FTR) provides detailed examples of the types of expenses covered by the miscellaneous expense allowance (MEA). 41 CFR 302-16.2(b) (2023). One example authorizes MEA for:

> Rental car fees while awaiting a delayed POV shipment to/from [outside the continental United States]. Reimbursement shall not exceed 10 days and does not include the days after the POV is delivered or a new POV is purchased at location.

Id.;[4] *see* Exhibit 54 at 260.

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[4] In 2025, this provision was revised and relocated in the FTR but applies here because it was in effect at the time of appellant's travel orders.

This is the precise scenario here. We conclude, therefore, that appellant was eligible for MEA to cover transportation expenses after August 12, 2024, which was the TSP's revised designated delivery date. Although appellant's transportation costs were incurred over a period of months due to the shipping delays, the regulation limits reimbursement to ten days and does not include the days after the POV is delivered. FTR 302-16.2(b). The regulation does not require that the ten days be consecutive. In FTR 302-6.9(a), Temporary Quarters Subsistence Expense (TQSE) is available "not to exceed 60 consecutive days." When the drafters of the FTR mean "consecutive days," they know how to say that. Here, unlike the TQSE provision, they did not include the term "consecutive," and we find that eligible days of rental car fees need not be consecutive. If appellant rented a car on different occasions during the eligible period, she may claim the rental car expenses as long as the total period does not exceed ten days. Furthermore, since the list of miscellaneous expenses identified in the FTR as reimbursable is not exhaustive, other forms of transportation, such as a metro pass or Uber/Lyft services, are likewise reimbursable. FTR 302-16.2(b). We determine that the agency must reimburse appellant for ten days of transportation expenses.

With regard to appellant's request for Home Service Transfer Allowance (HSTA), the agency determined that appellant was not eligible for HSTA because she did not sign a service agreement agreeing to serve a minimum of twelve months in a new duty assignment, which is one of the requirements to be eligible for HSTA. Department of State Standardized Regulations (DSSR) 251.1(b); *see also* Exhibit 1. Although we note that the certification section on the HSTA worksheet exempts employees from the service agreement requirement if the employee is "separated for reasons beyond [their] control which are acceptable to [their] employing agency," Exhibit 63 at 338, we find no documentation in the record that the agency made such a finding. Even if the agency's actions could be construed to support such a finding, the HSTA worksheet in the record is blank, unsigned, and does not appear to be the worksheet in effect at the time of appellant's transfer back to the United States. Furthermore, appellant is not entitled to a wardrobe allowance because she failed to certify her request for HSTA, as required by the DSSR. DSSR 252.7. We, therefore, deny the claimed wardrobe expenses.

Regarding appellant's additional expenses, such as garage parking and food, we find no support in the record or the FTR for paying those expenses. Even if her decision to pay for a parking space in her apartment complex garage was reasonable in that she expected her POV to arrive in August, once she learned that it would not arrive until late October, appellant provided no evidence of mitigation or attempted mitigation, nor did she state that she did not use the parking space, such as for a rental car. Furthermore, appellant admitted that she put fewer items in her UAB than she intended, leaving her with fewer items to facilitate her day-to-day functioning. Finally, we agree with respondent that appellant's new home was an apartment in downtown Washington D.C, giving her access to substantial amenities, to mitigate her circumstances.

Decision

The appeal is **GRANTED IN PART AS TO ENTITLEMENT**. The agency shall reimburse appellant for ten days of allowable transportation expenses consistent with this decision. By separate order, the Board will schedule further proceedings to address the calculation of the allowable transportation expenses properly due appellant.

Kathleen J. O'Rourke
KATHLEEN J. O'ROURKE
Board Judge