

Board of Contract Appeals

General Services Administration
Washington, D.C. 20405

February 9, 2006

GSBCA 16735-TRAV

In the Matter of DIANE RODILL

Diane Rodill, Washington, DC, Claimant.

H. David Kotz, Office of the General Counsel, Peace Corps, Washington, DC, appearing for Peace Corps.

DeGRAFF, Board Judge.

An agency does not have to reimburse an employee for excess or additional travel expenses the employee incurs for personal preference or convenience. An air fare which an employee is not eligible to use cannot be the basis for deciding whether an employee incurred excess or additional expenses.

Background

In 2004, Diane Rodill was an employee of the Peace Corps in Kenya. In late March 2004, Ms. Rodill experienced symptoms which led to her examination by a United States Embassy physician. On April 1, Ms. Rodill sent an electronic mail message to a Peace Corps official in Washington, D.C. and asked him to take the steps necessary to end her posting in Kenya. She said an Embassy physician agreed she ought to reduce her workload and return to the United States, and she estimated she would be able to return there within five to seven weeks.

On April 6, the Peace Corps in Washington, D.C. and in Kenya received a written report from the Embassy physician, who said he had been asked to clarify Ms. Rodill's

current medical status. The physician said Ms. Rodill was medically unable to continue to perform her current duties in Kenya and ought to return to the United States. The physician also said he was not concerned about Ms. Rodill remaining in Kenya for several weeks.

On April 26, the Peace Corps advised the Embassy physician that based upon his report, he should change Ms. Rodill's medical clearance status to show she was not cleared to work in Kenya, and should order a medical evacuation of Ms. Rodill to Washington, D.C., based upon her lack of clearance. The Peace Corps said it wanted to move forward as soon as possible.

On April 30, the State Department drafted a cable addressed to the Embassy which approved Ms. Rodill's medical travel to the United States. The cable said the State Department had scheduled a doctor's appointment for her in Washington, D.C. on May 18. The cable told the Embassy that a fund cite could be obtained from the Peace Corps or, provided certain information was available regarding Ms. Rodill's travel, from the State Department. The cable also said the post should prepare a round-trip travel authorization and issue a one-way ticket to Ms. Rodill. The cable did not authorize an attendant to travel with Ms. Rodill.

Someone at the Embassy provided Ms. Rodill with a copy of the State Department's cable on May 3. The same day, she sent an electronic mail message to the Peace Corps in Washington, D.C., with a copy to her supervisor and her administrative officer. Ms. Rodill said the Embassy had received a cable regarding her medical evacuation, and she asked the Peace Corps in Washington, D.C. to let her know who would provide the Embassy with the fiscal data it needed. Ms. Rodill asked the administrative officer whether there was anything she needed to do in order to move the process forward, and also asked her when the movers would be available.¹ Ms. Rodill learned on May 3 that although the administrative officer was out of the office until May 7, the administrative officer's assistant would respond to Ms. Rodill's inquiry after he saw a copy of the State Department cable. On May 4, Ms. Rodill received a response from the Peace Corps in Washington, D.C., which said her request had been forwarded to the appropriate person for a response.

On May 5, Ms. Rodill made arrangements to travel with her husband to Washington, D.C. on May 11. Ms. Rodill made the travel arrangements through an Embassy contract travel office, and she used her own funds to pay for their one-way transportation, including airfare and ground transportation to the airport in Kenya. Ms. Rodill paid \$1314.07 for each airline ticket.

¹ Ms. Rodill did not expect to return to Kenya.

On May 6, the Peace Corps in Washington, D.C. sent an electronic mail message to the Peace Corps office in Kenya and told the administrative officer to begin preparing Ms. Rodill's travel authorization. On May 10, the administrative officer contacted the Peace Corps in Washington, D.C., and said she had not yet received a cable from the State Department authorizing Ms. Rodill's medical evacuation. A copy of the cable was sent to the Peace Corps office in Kenya the same day, and the office completed Ms. Rodill's travel authorization. On May 11, the Peace Corps office in Kenya booked a flight for Ms. Rodill's return to the United States.

Ms. Rodill says she did not receive any advice from the Peace Corps regarding her travel arrangements. She did not speak with her supervisor or her administrative officer because she said it would have been a futile exercise due to what she described as their unhelpful and obstructive natures. The Peace Corps says it tried to contact Ms. Rodill several times on May 10 and 11, but could not reach her. Ms. Rodill says she had no time to take or return calls due to the rush of finalizing her departure from Kenya.

On the morning of May 11, the Peace Corps sent a clerk to Ms. Rodill's home with a travel authorization and an airline ticket. The Peace Corps purchased the ticket, for which it paid \$563.07, from a travel office with which it did business. The Peace Corps also told Ms. Rodill it had arranged for ground transportation to the airport in Kenya. The flight the Peace Corps arranged for Ms. Rodill to take was the same as the one for which Ms. Rodill and her husband had reservations. Because Ms. Rodill had already made her travel plans, she canceled the ground transportation which the Peace Corps had arranged, returned the airline ticket which the Peace Corps had purchased, and traveled with her husband to the United States using the tickets she purchased with her own funds.

After Ms. Rodill's medical examination in the United States, her medical clearance to work in Kenya was revoked. As a result of the revocation, the Peace Corps involuntarily separated her from her position in June 2004.

In June 2004, Ms. Rodill submitted a claim to the Peace Corps for \$2028.14 for her and her husband's airline tickets.² In her claim, Ms. Rodill said her husband had accompanied her to Washington, D.C. at his own expense. She suggested, however, that the Peace Corps ought to reimburse his transportation expenses because the agency would have been required to pay for his return to Washington, D.C. upon her involuntary separation. The

² Although Ms. Rodill paid \$1314.07 per ticket, the two tickets she purchased were for seats in business class. The amount Ms. Rodill claims does not include the premium she says she paid for the business class tickets.

Peace Corps reimbursed her \$1134, which is approximately two times the amount it paid for her airline ticket.³ Ms. Rodill then asked the Peace Corps to reimburse her \$894.14, which is the difference between the amount she paid for her and her husband's airline tickets, not including the business class premium, and the amount the Peace Corps reimbursed her for the tickets. When the Peace Corps denied her request, Ms. Rodill asked us to review her claim.

Discussion

The regulations applicable to Ms. Rodill's claim are contained in the Peace Corps employee travel manual and in the Foreign Affairs Manual (FAM) as they read on May 11, 2004, when she traveled from Kenya to the United States. As summarized below, these regulations obligate the agency to fund her medical travel, with certain limitations.

When Ms. Rodill traveled in May 2004, the Peace Corps participated in the Medical and Health Program of the Department of State. 3 FAM 1900, app. B at § 681.1.c. As a participating agency, the Peace Corps delegated to the State Department the authority to authorize and approve medical travel. *Id.* at § 681.4.b. In addition, the State Department was responsible for determining whether an employee was too ill to travel unattended. If so, and if a relative of the employee would travel as an attendant, the State Department would include the attendant in the medical travel authorization. *Id.* at § 686.2. The regulations explained that medical travel was a type of official travel, and the cost of an airline ticket was a reimbursable travel expense. Peace Corps Manual MS 812:5.2, 812:7.2; 6 FAM 125.14, 142.a.

The State Department was supposed to authorize medical travel with the concurrence of the Peace Corps, and obtain the concurrence of the financial officer for the Peace Corps at the employee's post of duty, before it authorized medical travel. 3 FAM 3714.c, 3 FAM 1900, app. B at § 686.1-2. Medical expenses were to be charged to the funds of the Peace Corps. Medical expenses included, among other things, hospitalization and related outpatient care expenses not covered by the employee's medical insurance, medical travel expenses including transportation and per diem for up to 180 days, and medical treatment expenses. 3 FAM 1900, app. B at §§ 681.5-1, 685.2, 686.1-2.d, 686.4-3.b; 3 FAM 3717.1.

³ Apparently the Peace Corps agreed with Ms. Rodill's reasoning as to why it ought to reimburse the cost of her husband's ticket. The Peace Corps mistakenly believed it paid \$567 for Ms. Rodill's ticket and used this figure when it determined how much to reimburse her for the two tickets she purchased.

The Peace Corps manual said, "Peace Corps administrative officers will make reservations and other travel arrangements for overseas employees." MS 812:18.11.3. The manual also said the agency followed the guidelines contained in 6 FAM 141 regarding allowable travel expenses. MS 812:7.1. According to 6 FAM 141.1-3, "Employees will be responsible for excess costs and any additional expenses incurred for personal preference or convenience." 6 FAM 141-1.3.

Personal preference or convenience

Ms. Rodill says she made her own travel arrangements because the Peace Corps did not act appropriately and failed to follow its standard procedures for arranging her travel, did not tell her it did not intend to follow such procedures, and did not provide her with a ticket in a timely manner. According to Ms. Rodill, the Peace Corps ought to have provided funding information to the Embassy, so the Embassy could have arranged her travel using its travel office. She says by not providing funding information, the Peace Corps did not fulfill its responsibilities in connection with her travel. As an example of how the Peace Corps ought to have proceeded, she points to the procedures it followed when she traveled to the United States for medical treatment in July 2003. Ms. Rodill also says she made her travel arrangements on May 5, because flights from Kenya at that time were very full and if she missed her May 18 medical appointment, there would be a long delay before it could be rescheduled.

Ms. Rodill's position must be evaluated in light of the facts as they existed on May 5, when she made her own travel arrangements and paid for two airline tickets using her own funds. According to the regulations, the Peace Corps could not authorize Ms. Rodill's medical travel. It had to rely upon the State Department to make such an authorization, if appropriate. After Ms. Rodill learned on May 3 that the State Department had authorized her medical travel, she allowed the Peace Corps two days to fulfill its responsibilities before she made her own travel arrangements. During these two days, she learned her administrative officer was unavailable and the administrative officer's assistant had not yet seen the State Department cable. She also learned the Peace Corps in Washington, D.C. had forwarded her inquiry about funding her travel to the appropriate person for a response. As of May 5, the Peace Corps had given Ms. Rodill no indication that it would not fulfill its responsibilities regarding her travel.

Ms. Rodill points to the Peace Corps' failure to provide a fund cite to the State Department as an indication of its failure to follow proper procedures. According to the State Department cable which authorized Ms. Rodill's travel, either a fund cite could be obtained from the Peace Corps, or the State Department would send the Embassy a fund cite later. The fund cite was needed for her per diem expenses, for example, but was not necessarily

needed in order to arrange for her airline ticket. The Peace Corps manual said its administrative officer was supposed to make Ms. Rodill's travel arrangements, which was consistent with the State Department cable's direction that the post should prepare a round-trip travel authorization and issue a one-way ticket to Ms. Rodill. Also, the day before Ms. Rodill made her travel arrangements, the Peace Corps had forwarded her inquiry regarding funding to the appropriate person. The Peace Corps' failure to provide a fund cite by May 5 does not show the agency failed to follow proper procedures regarding Ms. Rodill's medical travel.

Ms. Rodill mentions her travel in July 2003 as an example of the procedures which ought to have been followed. However, the procedures the Peace Corps followed in connection with the July 2003 trip are not markedly different from those it followed in connection with the May 2004 trip at issue here. In 2003, the Peace Corps prepared a travel authorization and a purchase order for her airline tickets the day her travel began, and the Peace Corps took both of these actions twenty days after a State Department cable authorized her medical travel. The Peace Corps issued her travel authorization and her ticket with the same alacrity in 2004, as it did in 2003. The actions the Peace Corps took in 2003 do not show the Peace Corps had failed to follow proper procedures as of May 5, 2004.

After considering the facts presented by Ms. Rodill and the agency, we conclude Ms. Rodill made her travel arrangements on May 5, 2004 as a matter of personal preference or convenience. Although she wanted to make sure she left Kenya on May 11, the flight on which she was scheduled to depart was apparently not full, because on the day of departure, the Peace Corps obtained a seat for her on the same flight. Her decision to make her reservations and pay for her tickets using her own funds on May 5 cannot be attributed to the Peace Corps' actions concerning her travel because as of May 5, the Peace Corps had done nothing to suggest it would not make Ms. Rodill's travel arrangements for her.

Ms. Rodill says she did not use the ticket provided by the Peace Corps because her husband would not have had an adjoining seat and would not have been able to assist her if she experienced any problems during the flight. Although Ms. Rodill might have been reluctant to undertake a lengthy journey alone, her physician apparently did not feel a medical attendant was necessary because the State Department did not authorize an attendant. Also, Ms. Rodill cannot know for sure whether she and her husband would have been unable to have adjoining seats if she had used the ticket provided by the Peace Corps. Because she already held a reservation in a seat next to his, it is quite possible the airline would have

allowed her to keep the seat and use a ticket provided by the agency.⁴ In addition, even if Ms. Rodill and her husband had not been able to have adjoining seats, they would have been on the same flight and if his assistance had been needed, it would have been readily available. Her decision to return the agency's ticket unused so she could sit next to her husband was a matter of personal preference or convenience.

Excess costs

According to the applicable regulations, the cost of air fare is a reimbursable travel expense and Ms. Rodill is responsible only for any excess costs she incurred for personal preference or convenience. Ms. Rodill contends she did not incur any excess costs because the fare she paid in May 2004 was less than the fare the Peace Corps paid approximately ten months earlier for official travel between Kenya and Washington, D.C. The Peace Corps has not disputed the cost of the earlier air fare.⁵ Ms. Rodill also contends the \$563.07 the Peace Corps paid for her ticket should not be used to determine whether she incurred any excess costs. We agree. According to the General Services Administration's Audit Division, the fare code shown on the ticket the Peace Corps gave Ms. Rodill is for a missionary fare which neither she nor her husband was eligible to use when they returned from Kenya.

Although Ms. Rodill made her travel arrangements and incurred costs in May 2004, as a matter of personal preference or convenience, she did not incur any excess costs as the result of her actions. Because neither she nor her husband could have legitimately used a missionary fare ticket, the \$563.07 the Peace Corps paid for the ticket it gave her is not a valid basis upon which to determine whether she incurred any excess costs. The amount she paid for the tickets she purchased in May 2004 was less than the cost of tickets purchased for her official travel less than one year earlier, which shows she did not incur any excess costs when she paid \$1014.07 each for the two tickets. Because Ms. Rodill established she did not incur any excess costs, she should be reimbursed in accordance with the regulations.

⁴ Ms. Rodill would probably have had to pay an additional amount in order to use an agency-provided ticket and be seated next to her husband because the two tickets she purchased were for seats in business class.

⁵ There was no contract carrier fare available for Ms. Rodill's trip.

The claim is granted.

MARTHA H. DeGRAFF
Board Judge