Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

September 12, 2002

GSBCA 15811-RELO

In the Matter of WILLIE J. GARRARD

Willie J. Garrard, Sahuarita, AZ, Claimant.

Diedre W. Gray, Chief, PCS & Appeals Division, Columbus Center, Defense Finance and Accounting Service, Columbus, OH, appearing for Department of Defense.

GOODMAN, Board Judge.

Claimant, Willie J. Garrard, is an employee of the Defense Contract Management Agency (DCMA). He has requested this Board review the agency's denial of his claim for recoupment of temporary quarters subsistence expenses (TQSE) pursuant to a permanent change of station (PCS) move.

Factual Background

Claimant's Original and Revised Claims

Claimant relocated from Ohio to his new duty station in Tucson, Arizona, based on travel orders dated June 15, 2000. His spouse was listed as a dependent on the travel orders. He claims he relocated from Ohio to Arizona on July 17-21, 2000, with his spouse. The initial order authorized sixty days of TQSE.

Claimant's first TQSE submission, dated August 20, 2000, for the period July 21 through August 19, 2000, itemized lodging, meals (all commercially procured), and coin laundry expenses incurred for himself and his spouse while in Tucson, Arizona, and totaled $4466.14. On September 6, 2000, the agency allowed this TQSE claim in the amount of $4422.76. Lodging claimed was composed of four nights at a motel and the remainder for a month-to-month apartment lease and furniture rental in Arizona.[1]

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[1] The agency notes that maximum entitlement for this thirty-day period for the employee and spouse would be $4462.50.

Claimant's second TQSE claim, dated September 20, 2000, was for the period August 20 through September 18, 2000. The claim itemized a total of $3442.28 for lodging (at the same apartment referred to above), meals (all commercially procured), and coin laundry expenses incurred for himself and his spouse while in Tucson, Arizona. This claim has been denied in its entirety.[2]

All individual meals in both claims were for less than $75.

Upon review of the second claim, the agency noted that all meals were commercially procured for the entire sixty days of TQSE, although claimant claimed that during the majority of that time he and his spouse resided in an apartment. Claimant was contacted by the Defense Finance and Accounting Service (DFAS) and asked if all meals were commercially procured for the entire sixty day TQSE period and if the amounts claimed were actual itemized expenses incurred. Claimant indicated the amounts claimed were actual expenses incurred and that he was authorized this amount. Claimant was informed that even though there is a maximum entitlement authorization, employees are only authorized to claim actual itemized expenses incurred. The agency explained to claimant that investigators and auditors review claims and the agency wanted to ensure that claimant was only claiming actual itemized expenses incurred and asked if he kept a log of costs incurred or had any documents to substantiate his claim.

Claimant submitted revised claims, dated September 30, 2000, for TQSE covering July 21 through August 19, 2000, for $3694.04, and for August 20 through September 18, 2000, for $3194.94. The agency states:

> The differences between the original claims and the revised claims were as follows: July 21, 2000 through August 19, 2000 - every meal amount changed, except for one (lunch on July 22, 2000), to include five meals revised to reflect a higher amount than originally claimed; and August 20, 2000 through September 18, 2000 - every meal amount changed to include three meals revised to reflect a higher amount than originally claimed, and three coin laundry costs now reported as incurred one day earlier than previously claimed.

DFAS Investigation

After submission of the revised claims, DFAS suspected that claimant may have claimed greater meal costs than were actually incurred by him and his spouse while residing in temporary quarters. A copy of his file was forwarded to the Defense Contract Management Agency (DCMA), Alexandria, Virginia, for further review and investigation.[3]

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[2] The agency notes that maximum entitlement for this thirty-day period for the employee and spouse would be $3187.50.

[3] DCMA is the routine contact for PCS travel matters that involve potentially false claims submitted by DCMA employees.

DCMA issued a memorandum, dated March 19, 2001, to DFAS stating the investigation had been coordinated with DCMA counsel and requesting information regarding what claims had been paid; what entitlements, if any, would be denied; and what monies may be owed the United States Government regarding the claims submitted. The memorandum also included the following:

> Claimant indicated that on August 1, 2000, his spouse returned to Ohio, but he continued to claim her in temporary quarters in Arizona with him; he randomly lowered meal costs on the revised claim; the changes were good faith judgments on the costs; he got the costs of his wife's meals and combined them with his costs for submission to DFAS; the first claim dated August 20, 2000, was correct; he changed his daily meal costs so the amounts would not flag the investigator's attention when the file was reviewed; and admitted he knowingly submitted inaccurate reflections of his actual costs, but felt it did not matter.

The DFAS response, dated March 30, 2001, indicated that the meals portion of the claim for TQSE for the first thirty-day period, which had been previously paid, would be recouped, as would the yet unliquidated advance balance, while the claim for the second thirty-day period would be denied in its entirety.

The DCMA report of investigation dated April 24, 2001, concluded that claimant violated various statutory provisions. DFAS subsequently issued a letter, dated May 3, 2001, to claimant, stating that the investigation revealed his TQSE claims were falsely submitted; that the previously paid meals portion and associated withholding tax allowance (WTA) for July 21, 2000, through August 19, 2000, would be recouped by reducing the allowable entitlement from his miscellaneous expense allowance (MEA) and real estate sale claims; and that the remaining unliquidated travel advance balance would also be offset from the pending real estate claim.

The agency states further:

> Claimant brings up several issues . . . . He contends that the DCMA investigative report is based solely on a DFAS memo (dated March 30, 2001). He may not be aware of the DCMA . . . memorandum, dated March 19, 2001, which prompted the March 30, 2001, DFAS response. Claimant states he was entitled to what he originally submitted and the "revised" claim was submitted at the suggestion of DFAS. Once claimant indicated that the claims were based in part on the amount of allowable entitlement, he was encouraged to submit a TQSE claim reflecting the actual itemized expenses incurred.
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> Claimant challenges anyone to find a regulation requiring him to notify DFAS that his wife had returned to Ohio and indicates he followed the instructions on the DFAS-CO Form 148.
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> Claimant indicates that since his spouse did not occupy temporary quarters at a different location from him that he did not have to claim her costs on a separate form. Claimant states there were no temporary quarters occupied in Ohio, and that he made no claim for any, yet he contends that his claim

> includes amounts for meals consumed by his spouse in Ohio. The only way DFAS could interpret the claims and Forms 148 as completed and submitted by claimant was that his spouse was occupying temporary quarters with him in Tucson, Arizona, from July 21, 2000, through September 18, 2000. Since claimant admitted that his spouse departed his TQ location on August 1, 2000, and returned to the permanent residence in Ohio (derived from his statement that there were no TQ occupied in Ohio), her brief stay in Arizona did not constitute TQ for entitlement purposes. Therefore, claimant was ineligible to claim any costs incurred for his spouse as TQSE. . . .
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> DFAS contends that claimant initially claimed amounts not actually incurred for TQSE (in lieu of actual itemized expenses incurred as required by the Joint Travel Regulations), and further that the claims are false and fictitious. Claimant has also indicated that the revised amounts claimed are not actual expenses incurred either. Further, whether or not the misrepresentation was deliberate, the unprocessed TQSE claim is not payable and has been denied in its entirety, to include lodging, based on the "tainted day rule". DFAS stands on the recoupment and denial of claimant's TQSE claims, unless otherwise directed by the Board of Contract Appeals.

Thus, the agency has also denied reimbursement of claimant's lodging expenses, based upon the "tainted day rule."

Claimant's Response

The claimant filed a detailed response to the agency's submissions in this case. In order to resolve this case, we believe it is necessary to quote from the claimant's response at length. He states:

> [The agency] indicates my wife accompanied me from 17-21 July for the trip out to Tucson. This is correct. However, the[ir] statement . . . that my wife remained in Tucson is incorrect and this applies to any other occurrence where it states that my wife remained in Tucson. In my sworn statement . . . I indicated that my wife returned to Ohio and remained there until after 26 September, 2000. I submitted one form to cover both lodging and laundry expenses that I incurred in Tucson and the combination of both our meal expenses that were purchased in Ohio by my wife and that I purchased in Tucson. It was our intention to establish temporary quarters in the apartment that I leased. However, as we reached Tucson, our house in Ohio went under contract to sell and my wife returned to conclude the sale. Circumstances happened and the house did not sell until 26 September. During that time, my wife resided in the house, therefore no lodging expenses were incurred. As the house was again placed on the market and was being shown quite often, my wife purchased all her meals on the outside, to preclude having to continuously clean the house for showing by the real estate agents. The cost for her meals incurred were added to my daily meal amount and claimed on the DFAS-CO Form 148. Instructions I received from my Human Resources Center in Columbus, OH, indicated that once my temporary quarters started, the clock

also started for my dependent if she vacated the permanent residence with me. Which she had! The instructions on the Form 148 indicate that if temporary quarters are used at both the old and new duty stations, then separate forms should be used. As the house in Ohio was no longer considered our primary residence and as there were no lodging expenses incurred by my wife in Ohio, I only submitted one form to cover both of us . . . .

[The agency] refers to a conversation held between [an agency official] . . . and myself. . . . Her conversation record indicates that she stated investigators and auditors come in all the time and take claims such as mine to examine. My sworn statement indicates that I heard that comment but perceived that it was, in conjunction with the rest of the conversation, a hint to resubmit the claims. The majority of this conversation record states the rules governing the meals entitlement and how [her] office works. However[,] there are several statements she documented that are misleading. The [first] is . . . where I stated that I would have to talk to my wife. The reason for this statement was to allow me to call my wife in Ohio and confirm what she was spending on meals. Additionally, I made the statement that I did not want an audit. What person would? This conversation record is written as if I had submitted claims that were based ***solely*** on the maximum entitlement allowed. Also on page two of this conversation record, the last paragraph starting with "He said he understands. . . . " Yes, I agreed that the claims were submitted based in part on the amount of allowable entitlement, but only to the extent that the allowable amount was a maximum amount that "could" be reimbursed. If someone feels they have an entitlement, then they know what the maximum is and uses that as a guide to budget expenses and determine what, if any, costs will be out of pocket. This is what my wife and I did, thus the claim was based, in part, on the amount of allowable entitlement. Thirdly, the statement in the same paragraph that I wanted to revise and resubmit my claims is also out of context. The fact that I said I would resubmit my claim was made at the end of the conversation. After being told how [her] office works and after hearing all the questions [she] asked, I asked what I should do. The next statement from [the agency official] was "You can resubmit your claim at any time." There was no hesitation in giving her response and there were no other comments made between my question and her response! This is where the perceived indication that I should resubmit my claim came from. I then stated that I would resubmit my claim. [She] then asked how long before I would resubmit the claims. I said I would work on them over the weekend and fax them to her early the next week I also asked if the claims she had could be returned so I could get the receipts from them. She said no, they had to keep them, but on my fax cover sheet, make sure I stated this was a "Second submission; Original not processed" and she would put the receipts with my claim. None of this is in the conversation record. . . .

[The agency submission] leads one to believe that the changes made to my revised claims were random, as in fact they were. The reason for the phone call from DFAS was that there were noticeable differences between the [first] and [second] 30 [-day] periods. My perception of the phone call was that I

should make the total amounts claimed for each 30-day period closer together so there was no great difference between the 2 periods. Once again I must state, that I was under the opinion that this was what [the agency official] wanted. . . .

[The agency submission] paraphrases and inaccurately makes statements that are misleading. Sentences 7 and 8 state that the randomly lowered meal costs I submitted on the 2nd claim submission were based on good faith judgments on the costs. This is totally inaccurate and leads one to conclude that the original claim submission was not, and in fact, was inflated. I refer to my sworn testimony as documented in the Report of Investigation page 2 of 5 the last Q&A. The answer to the question continues on to page 3 and it is here that I stated, "The costs on my 'original claim were as close to actual costs as possible and were good faith judgments on the cost." Sentence 9 is also attributed to the revised claim by the investigator, when in fact it should be attributed to the original claim as sworn to in the Report of Investigation, Page 2 of 5, last Q&A statement. Additionally, sentences 12 and 13 are also inaccurate and out of context. Although I did make the statement that I changed the daily costs of meals so the amounts would not flag investigators, the reason I had reached that decision was not referred to and is quoted completely out of context. As I stated throughout my sworn testimony, I was under the impression that I should submit a revised claim at the suggestion of DFAS. My statement about "it did not matter" was actually in reference to my perceived attitude that DFAS had about the situation. . . .

It was not until I received this copy of the agency [submittal] to the board and read in detail the submittal letter, in particular the last part of page 3 paragraph 2, that I realized I had made a judgment error. I have defended my actions in the submittal of the original and revised claims with the impression that the only wrongdoing I had committed was submitting the inaccurate revised claim at the perceived request of DFAS.

I will always believe that I was accurate in my interpretation of that phone call and that it was a hint to resubmit. However, I now see that my interpretation of what consists of temporary quarters is not the same as DFAS. It was my understanding that once my wife and I vacated the primary residence in Ohio, that the TQSE entitlement began for my wife and myself I was not of the opinion that when my wife returned to Ohio, that the house in Ohio once again became the residence. I believed that she was still using temporary quarters as we had vacated the house, checked into the new duty station and then she had to return to Ohio just to conclude the sale. I felt that the only cost claimable was her meals, which she did take away from the residence for the reason previously stated. As I stated in my sworn testimony, . . . I had had only one prior occasion to use the TQSE entitlement and I thought I was submitting my original and revised claims in accordance with the guidelines. At no time during any conversation with anyone regarding this PCS entitlement, did anyone state that the meals for my wife where not reimbursable, thus my statements and defense of including her meals. In all

my statements made in regards to this investigation, I revealed the fact that my wife had returned to Ohio and was staying at the house and that I was including her meals in my claim. No one ever made the statement that that was not allowed. I never tried to hide the fact that her meals where included. The DFAS-CO Form 148 has instructions on it and there is no mention of this situation. It should be noted that this form is what I based my claims submission upon and is the same form I used with my only other experience of five years prior.

In light of the above revelation I wish to make the following statement, the submission of my original claims was as accurate as possible as I thought it to be; the submission of the revised claims was perceived to be at the request of DFAS, I was not aware that my wife's meals were not allowed upon her return to Ohio. As stated in the Report of Investigation page 4 of 5, my last statement says that at no time was there any intent to defraud the government and that I had made mistakes on claims in the past (military) and when the problem was identified, I corrected my claims to reflect the correct entries. If I had known that my wife's meals were not allowable, I would not have included them in my original claims. The inclusion of my wife's meals was an honest mistake and at no time did I intentionally attempt to defraud the government. After so much time has passed, I know that it is impossible to accurately reconstruct and separate the funds expended and claimed for my wife's meals. However, I also feel that if the validity of my wife's meals had been questioned rather than focusing entirely on the submittal of the revised claims, then a more equitable ending could have been reached.

Discussion

Claimant's Meal Costs

The agency denied claimant reimbursement for the costs claimed for his meals while in temporary quarters, because he cannot prove that the costs he submitted represent actual costs incurred. Rather, the agency believes that the costs claimed were based on the claimant's belief that the maximum entitlement claimed would be allowed, and this is further supported by his revised claims in which he randomly lowered some costs from those shown in his original claims. Accordingly, the agency asserts that claims submitted were false.

Claimant's position is that the submissions of his original claims were in good faith and are as accurate as possible. He submitted the revised claims based upon what he perceived as a request of DFAS, and he had no intent to defraud the Government.

The Joint Travel Regulations (JTR), applicable to civilian DoD employees, also contain the following requirements:

C13220 RECEIPTS AND SUPPORTING DOCUMENTATION

A. Receipts and Supporting Statement.

> 1. General. Receipts and a written supporting statement must accompany a TQSE(AE) claim as prescribed in subpars. 2 and 3.
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> 2. Receipts. Receipts are required:
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> > a. for quarters costs paid, showing location, dates, and by whom occupied;
> >
> > b. for any single expense of $75 or more (including meal expenses).
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> 3. Supporting Statement. The supporting statement must include:
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> > a. the cost of each meal, for each day, by date, and where and by whom consumed;
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> > b. travel status and temporary quarters occupancy (for subsistence expense purposes) that occur the same day, the date and time of arrival and/or departure at the temporary quarters location; and
> >
> > c. the date that permanent quarters occupancy starts, or the date that HHG are moved into quarters.

JTR C13220 (2000).

In summary, claimant asserts that all meals were commercially procured. He states that all the costs on his original claims were "as close to actual costs as possible and were good faith judgements on the cost." All meal costs claimed were close to the maximum amount that claimant believed he was authorized to spend. He characterizes his second claims as "inaccurate revised claim[s]." Except for the amounts entered on the claim vouchers, claimant produced no other information to substantiate that the amounts had been paid.

We have reviewed in detail the submissions from the agency and the claimant. We find this situation similar to that in Mark G. Derby, GSBCA 15682-RELO (July 25, 2002). In that case, claimant alleged that he and his family ate all meals in commercial establishments. He submitted some documentation which did not substantiate the alleged costs. The claimant did not submit meal receipts because he understood that none were required for meal expenditures totaling less than $75. However, he did submit TQSE worksheets required by the agency itemizing each day's expenditures and indicating the date of the expenditure, for whom the expenditure was made, and the cost of lodging. These worksheets itemized daily cost of meals and noted that each meal was taken at a commercial establishment. Because of the dollar amounts claimed, the agency suspected that these itemizations did not reflect the actual expenses claimant incurred. Viewing the claimant's TQSE claims in total, he and his family allegedly consumed some $6000 worth of meals in sixty-three days, all on a cash and carry basis because he had no canceled checks, receipts, or credit card bills to substantiate any of the claimed amounts. The Board concluded:

> [T]he JTR permits reimbursement only of expenses actually incurred and requires, at the least, a written supporting statement containing the required elements, and the requirement for a supporting statement is to reflect contemporaneous (with the incurrence of the expenses) itemization of expenses. . . . [W]e [have] denied reimbursement for expenses and held that the agency was properly skeptical where there was a discrepancy in the amounts claimed for meals in the original and amended vouchers. In this case, the agency similarly had valid reasons to question the veracity of the claimed meal expenses, especially in light of the fact that none of the four receipts provided were consistent with the amounts claimed on the worksheet.
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> As we recognized in Donald Mixon, GSBCA 14957-RELO, 00-1 BCA ¶ 30,606, even where some amounts must have been spent for meals, we deny reimbursement where there is no credible basis upon which the agency can determine what those amounts actually were. Absent evidence of this nature, the agency is not required to approve any payment at all. Mixon; Luther R. Dixon, GSBCA 13694-RELO, 97-1 BCA ¶ 28,947; accord Adil F. Khan, GSBCA 15756-RELO (July 9, 2002) (claimant is not entitled to any reimbursement for the claimed meal expenses where he has not substantiated that the claimed costs were his actual expenses); Michael D. Fox, GSBCA 13712-RELO, 97-2 BCA ¶ 29,217; Michael L. Morgan, GSBCA 13646-RELO, 97-2 BCA ¶ 29,021. Here, where the record indicates that the amounts claimed were inaccurate on four occasions and no documentary evidence supports any other entries in claimant's worksheet, the agency properly denied any recovery for meals during the TQSE periods.

In the instant case, according to claimant's first claim, he spent close to the maximum that was authorized for TQSE, and submitted an itemization of meal costs which were not contemporaneously recorded, but represented an estimate of costs incurred. No further documentation was submitted. We find that, under the circumstances of this case, claimant has submitted no credible basis upon which the agency can determine what the amounts actually were. Accordingly, claimant is not entitled to any reimbursement for the claimed meal expenses for his meals, including the expenses for his wife's meals while she was with him in temporary quarters in Tuscon before she returned to the old duty station, as he has not substantiated that the claimed costs were his actual costs.

Claimant's Spouse's Meal Costs

Claimant also sought reimbursement for the cost of his wife's meals when she returned to their residence at the old duty station while claimant remained in temporary quarters at his new duty station. The agency interprets claimant's claims as a misrepresentation by claimant that his wife remained with him at the new duty station.

Claimant explains that his wife first accompanied him to his new duty station and stayed with him in temporary quarters from July 17, 2000, until she returned to the old duty station on August 5, 2000, in order to accomplish the closing of sale on their residence there, anticipated on August 30, 2000. The buyer's financing "fell through" and new financing was arranged. Claimant's spouse remained at the residence at the old duty station through the

expiration of the TQSE period on September 18, 2000, until the closing of sale, which occurred on September 26, 2000. The household goods were not packed and removed from the residence until after the closing.

Claimant has sought reimbursement of his wife's meal expenses from July 17, 2000, through the expiration of the TQSE period on September 18, 2000, which includes the time period when she had returned to the old duty station to accomplish the closing of sale on the residence there.

The agency has accused claimant of claiming his wife in temporary quarters with him at his new duty station, when she had in fact returned to the old duty station in order to complete the sale of the residence there. As claimant explains it, he did not represent that she was at the new duty station after she returned to the old duty station. He claimed reimbursement for her meals after she returned to the old duty station because he believed that once both he and his wife had entered temporary quarters, and had vacated the residence at the old duty station, he was entitled to claim TQSE for both. He believed that his spouse was occupying temporary quarters when she returned to live in the old residence prior to the closing because they had already entered temporary quarters at the new duty station and because she was not cooking in the residence at the old duty station, as she was maintaining the appearance of the house for sale. He did not claim lodging expenses for his wife after she returned to the old duty station, but legitimately believed he was entitled to claim costs for her meals. He never tried to hide the fact that his wife had returned to the old duty station.

There is no evidence in the record that indicates that claimant was attempting to hide the fact that his wife had returned to the old duty station. Additionally, the regulations do state that there are instances where immediate family members may occupy temporary quarters at different locations. See 41 CFR 302-5.10. This Board has found that under certain circumstances an employee or spouse occupying a residence at an old duty station during the TQSE period is in fact in temporary quarters if the residence has been "constructively vacated" and rendered unsuitable for permanent residence by the packing of household goods. See, e.g., Thomas R. Montgomery, GSBCA 14888-RELO, 99-2 BCA ¶ 30,427. Accordingly, claimant cannot be accused of fraud or false pretenses for his belief that his wife was still in temporary quarters, even though she was occupying the residence at the old duty station.

Even so, claimant's belief that his residence at the old duty station should be considered temporary quarters is not correct. The household goods were still in place, and not packed until after the TQSE period expired. The fact that his spouse chose not to cook for herself while maintaining the house for sale was a personal choice. The house was still suitable as a permanent residence and was not temporary quarters. Even if claimant had properly substantiated the amounts his wife spent on meals after she returned to the old duty station, claimant would not be entitled to reimbursement for his wife's meal expenses after July 31, 2000, when she left to return to the old duty station residence.

Lodging Expenses

The agency's position is that claimant is also not entitled to lodging expenses, based upon the "tainted day rule." We explained the applicability of this rule in a recent decision, Adil F. Khan, GSBCA15756-RELO (July 9, 2002):

> By invoking the "tainted day" rule, the agency charges claimant with fraud sufficient to work forfeiture of all claims for TQSE for the days in question. The "tainted day" rule is closely tied to the forfeiture statute--28 U.S.C. § 2514 (2000). [footnote omitted] Kenneth R. Gould, GSBCA 15527-RELO, 01-2 BCA ¶ 31,566; Department of the Air Force, 61 Comp. Gen. 399 (1982). The elements of fraud to maintain a forfeiture under that statute are (1) a knowing submission of a false claim and (2) an intent to deceive the Government by submitting the false claim. Commercial Contractors, Inc. v. United States, 154 F.3d 1357, 1362 (Fed. Cir. 1998); Crane Helicopter Services, Inc. v. United States, 45 Fed. Cl. 410, 430 n. 25 (1999). These elements should be carefully considered by an agency before invoking the "tainted day" rule.
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> To successfully invoke the "tainted day" rule, an agency must show "reasonable suspicion of fraud supported by evidence sufficient to overcome the usual presumption of honesty and fair dealing on the part of the claimant." Christine Griffin, GSBCA 15818-RELO (May 20, 2002); Floyd S. Wiginton, GSBCA 15583-RELO, 01-2 BCA ¶ 31,605; Gould; Department of the Air Force, 57 Comp. Gen. 664, 668 (1978). The agency evidence must support a reasonable suspicion that claimant knowingly submitted a false claim with intent to deceive.

Slip. op. at 4.

In the instant case, claimant demonstrated an inability to provide supporting documentation to substantiate his claimed meal expenses. However, we do not view this as a deliberate effort to mislead the paying officer. As we stated in Gould, 01-2 BCA at 155,875:

> There is a great difference between a claimant's inability to provide supporting documentation and a deliberate effort to mislead a paying office through the submission of falsified documentation. In the latter case, an agency is unquestionably justified in invoking the tainted day rule provided there is reasonable suspicion of fraud supported by evidence "sufficient to overcome the usual presumption of honesty and fair dealing on the part of the claimant." Department of the Air Force, 57 Comp. Gen. at 668 (citing B-187975, July 28, 1977).

Accordingly, the "tainted day rule" is inapplicable here. Claimant is entitled to reimbursement of his lodging costs, as sufficient documentation that he actually incurred these costs in the amount claimed has been provided, and the cost is within the maximum amount allowable.

Decision

Claimant is not entitled to reimbursement for the meals claimed. He is entitled to the lodging costs.

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ALLAN H. GOODMAN
Board Judge