



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 4, 2008

CBCA 1034-TRAV

In the Matter of RYO NAKAMOTO

Ryo Nakamoto, Ft. Shafter, HI, Claimant.

Karen A. Farmer, Finance & Accounting Officer, Department of the Army, Army Engineer District, Elmendorf Air Force Base, AK, appearing for Department of the Army.

VERGILIO, Board Judge.

On January 11, 2008, the Board received from Ryo Nakamoto (claimant) two requests for reimbursement associated with his temporary duty travel--he seeks additional payment for meal costs and internet access. Claimant, a civilian employee of the Army Corps of Engineers, stayed in an executive room of the Sofitel Ambassador Hotel in Seoul, Korea. The claimant was charged at the Government rate; breakfast and amenities (including internet access) were included in the rate for the executive room. The rate for an executive room was greater than the rate for a standard room, which did not include breakfast or internet access. Each rate was within the lodging per diem.

A policy memorandum, CEPOD-RM (37), issued by the Chief, Business Resource Division, Corps of Engineers Pacific Ocean Division, applicable to the period of travel at issue, expressly addresses lodging at the Sofitel Ambassador Hotel:

When lodged in an Executive room in the Sofitel Ambassador Hotel in Seoul, Korea, the proportional meal rate (PMR) will apply. PMR applies on any day in which one or two deductible meals are provided. Among other definitions, a deductible meal is a meal furnished at the Government's expense with nominal or no cost to the traveler. In cases where the lodging rates are higher because meals are included, then PMR applies, regardless of whether or not meals were consumed or standard rooms were/were not available. If the room rate was constant with or without the meal, then no deduction is made.

Further, the policy specifies, “Travelers who stay in an Executive room shall include remark(s) on their travel order and voucher that a deductible meal (breakfast) will be/was provided on the date(s) lodged in an Executive room.” (It is perhaps because the claimant failed to so annotate his travel vouchers that the Government paid the claimant’s initial request for reimbursement, before it delved into the facts with an audit and adjusted reimbursement.)

The claimant submitted travel vouchers asking to be paid at the standard room rate for lodging, at the full meal rate, and for internet access charges. His justification for the claims is that by charging at the standard room rate, the breakfasts and internet access were not provided at Government expense, thereby making inapplicable the policy memorandum. The internet charge does not reflect a separate charge incurred by the claimant, but is said to be the cost that the hotel would assess one staying in a standard room.

Consistent with the dictated policy, the Government permitted reimbursement of the lodging costs incurred at the executive room rate, while making the adjustment to the meal rate. Separate payment for internet access was not appropriate--the claimant did not incur a charge for internet access and payment at the executive room rate fully compensated the claimant for any costs.

The claimant’s theory of recovery is inconsistent with the explicit policy memorandum. Because the claimant stayed in the executive room, a deduction had to be taken for the available breakfast; the claimant incurred no separate charge for internet access. The claimant has demonstrated entitlement to no additional compensation. Therefore, the Board denies these claims.

JOSEPH A. VERGILIO
Board Judge