FEMA

Office of the Chief Security Officer
Internal Investigation Branch

Report of Investigation

Case Number 200-2017

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FEMA

REPORT OF INVESTIGATION

Case Number:	200-2017
Case Title:	[redacted]
Report Status:	Final
Alleged Violation(s):	Employee Misconduct

SYNOPSIS

FEMA's Fraud and Internal Investigations Division (FIID) received a complaint forwarded from the U.S. Office of Special Counsel (OSC). The complaint referred to a whistleblowers allegation that a Federal Emergency Management Agency (FEMA) employee, and their direct management officials were engaged in conduct that may constitute violations of law, rule, or regulation: gross mismanagement, a gross waste of funds, and an abuse of authority.

The allegation further stated the employee accumulated approximately $31,000 in reimbursable Temporary Duty (TDY) location expenses, charged to the employees government issued travel card, while deployed during FEMA's response to Hurricane Irene (DR-4020/4031-NY), of which the employee was personally reimbursed approximately $10,000, with the remaining $21,000 reimbursed to their travel card. Additionally, the allegation stated that during this disaster response detail, the employee's Record of Residence (ROR) was within 50 miles of their TDY location, making the individual ineligible to meet the requirements for reimbursement under FEMA Directive 126-2 Per Diem and Miscellaneous Travel Expenses. The whistleblower also alleged that certain management officials were aware of the employee's ineligibility for travel reimbursements due to the employee's proximity to his ROR, but approved the reimbursements anyway.

Reporting Investigator		*Distribution:*	
Name [redacted]	Signature: [redacted]	OCSO/IIB	Original
Title: Investigator	Date: May 31, 2018	Chief Counsel	Cc
		LER	Cc
Authorizing Official		Component(s)	*Cc*
Name: [redacted]	Signatu [redacted]		
Title: Acting Director	Date: 5/31/18	Other	Cc

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BACKGROUND OF COMPLAINT

On January 18, 2012, [redacted] former FEMA Reservist[2], forwarded a complaint to [redacted] former Director, Office of Equal Rights (OER), FEMA, claiming discrimination based on events that took place in October 2011. The following statement was provided by [redacted] in his letter to [redacted][3]

> On Thursday, October 6, 2011, while deployed in Long Island, NY, I was one of six people tasked with breaking down three Disaster Recovery Centers (DRC's) located in Queens, Brooklyn, and Bronx, NY. There were three teams of two people utilizing four vehicles scheduled to perform this task mandated by the Albany, NY Logistics Chief, [redacted]. We knew two people would be joining us from the Joint Field Office (JFO) in Albany, NY, but I was never given the names or phone numbers of the Albany team from the External Support Branch Director, [redacted]. Logistics Specialist [redacted], and IT Specialist [redacted] formed one team from Long Island (Hewlett) OFO and traveled together. Logistics Specialist [redacted] and I, made up the 2nd team from the Long Island OFO and we left together that morning behind [redacted] at 7:15 AM.
>
> At 7:42AM, I received a telephone call from an unidentified male with a Spanish accent who did not identify himself. He inquired of my whereabouts. I jokingly stated that I was at an IHOP eating breakfast. All kidding aside, I stated that we were stuck in heavy traffic on our way to the first DRC located in Queens, NY. From the conversation, I figured that this was a person from the team traveling down from Albany, so I instructed him to wait for us at the DRC and we would all load the equipment together.

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[1] [redacted] was not formally interviewed during FEMA's investigation because there was sufficient information and documentation he initially provided that there was no need to conduct a formal interview. However, [redacted] was contacted a couple of times during the investigation simply to clarify some information uncovered during the investigation, and to obtain his approval to include in this report the information regarding his EEO complaint.

[2] FEMA Reservists are "part-time" disaster assistance employees, hired by FEMA to serve limited terms at FEMA disaster sites based on the needs of the agency. In 2011-2012, these employees had the title of Disaster Assistance Employees (DAE's).

[3] [redacted] consented to the release and copying of this document, verbatim, for inclusion into this Report of Investigation.

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At 7:49AM, I received a call from my Logistics Group Supervisor, [redacted] He asked me if we were close to our first stop. I informed him that we were moving in that direction, but were caught in traffic. He stated that we should get to our destination quickly because he was getting phone calls from the Logistics Chief in Albany, wondering if we were all going to meet together at the same time.

At 9:01AM, I received a second telephone call from my immediate supervisor, [redacted] asking why we didn't help out the other two guys from Albany with the breakdown and clean up at the DRC in Queens. I explained to him that the Albany crew had left earlier that morning, traveled a different route and refused to wait for us so that we could all participate in breaking down the DRC. I told him to consider the time of day, traffic, location and parking, which proved to be challenging for the four of us traveling from Long Island.

At approximately 10:00AM, our Long Island crew arrived at the Brooklyn DRC just in time to witness the Albany team loading up the last of the office supplies. I recognized the two of them as [redacted] and [redacted] assigned to Logistics at the JFO in Albany. I worked with Elim before and reminded him that I was only joking about stopping and eating breakfast. I asked them if they had a list of our bar coded electronics and office items they were picking up. They stated that they were not given any such list but was (sic) sure that they had retrieved all of the equipment. They then proceeded to get in their vehicles and go to the last destination. I checked upstairs and spoke with staff and was told that they still had FEMA equipment staged in another location. I called Elim and Richard and requested their return so that they could retrieve the bar coded equipment.

At 10:43AM, I received a conference call from [redacted], Logistics Chief for the JFO in Albany, NY. There were at least four others on the call. He asked me how my day was going. My response was, "traffic, parking and logistical location (sic) of the DRC was hectic." He asked me why our teams were not helping the other team from Albany. I responded that we had too many people and vehicles assigned to this mission, it was impossible for us all to synchronize together because of traffic, lack of parking and no one possessed a list of items we were responsible for picking up. He did not agree with my assessment of things and blamed me directly for not helping his Albany crew. I asked [redacted] to explain why he thought that I was responsible for this. He would not elaborate or go into

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detail but still kept with the fact that I was solely responsible. He kept asking me to confess or tell him something. I told [redacted] that none of us even took a bathroom break or stopped to get gas. We all drove directly to each site without stopping. After I stated this, I could tell by the tone of his voice, that he did not believe me. I told [redacted] that if he didn't have anything further to say that I was getting off the phone. Throughout the day I traveled as a passenger, I had my phone on speaker mode and the entire conversation was overheard by [redacted].

At approximately 11:50AM we all finished breaking down the Bronx DRC together. Out of four vehicles and six people only the vehicles from Albany were used to load the equipment and office supplies. Lack of adequate parking spaces made it impossible for us to leave the other vehicles unattended. Two guys were left behind just in case we needed to move vehicles that were temporarily parked in no parking zones.

When our Long Island team got back to the office, two of my subordinate workers (who are African-Americans males) were interviewed individually by our Logistics Group Supervisor, [redacted]. I was only made aware of this after [redacted] (Caucasian male) from IT. His IT Lead, [redacted] (who is African-American) contacted me and stated that he was disgusted that my integrity, honesty, and that my loyalty had come into question concerning my earlier and conference call with [redacted]. It was obvious after speaking with the three individuals later that [redacted] was not pleased with me. I did not understand why, but he instructed his Deputy Logistics Chief, [redacted] She did not request to speak with the other two African-American males working that day. She later emailed [redacted] and stated that she wanted him to call her immediately. [redacted] came to me a (sic) stated that he was surprised that they were so "pissed off" at me. He shared with me that he didn't tell them anything differently than what [redacted] or myself had mentioned earlier that day. He told me to watch my back because [redacted] was trying to hold me accountable for the delay, so that he could release me and send me home.

[4] According to her testimony to FIID, [redacted] became married to [redacted] in 2010; however, she did not officially change her name until 2014. [redacted] was the Federal Coordinating Officer (FCO) for DR-4020/4031 which is the top ranking official. She told FIID that they kept their marriage quiet during this time period.

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On Friday, October 7, 2011, I was notified about 11:30AM that I was being reassigned to the OFO in Binghamton, NY.[5] I was informed by my boss [redacted] that I was to check out of my hotel Saturday morning and travel to Binghamton on that day. Prior to being relocated, Friday was the only day off since reporting to the disaster on August 29, 2011. As a veteran, I had made personal plans to travel to New York City during the Veteran's Holiday weekend to celebrate. Now, instead of enjoying my day off, I was faced with packing my personal belongings and getting my laptop and office items from the Long Island office.[6]

When [redacted] gave me this information he was unaware of a "movement of personnel" memo prior to getting the email at 8:30pm on Thursday night. [redacted] was told that they wanted to save money by bringing [redacted] down to manage the OFO in Long Island, because he lives less than 50 miles from the office and FEMA would not have to pay his lodging and per diem for him. [redacted], Logistics Group Supervisor for Binghamton was also unaware of this change before the email went out. Out of all the people involved, no one knew about this rushed decision to switch [redacted] and me. On the logistics organizational chart [redacted] and I are listed as "Logistics Manager."

By the time I was supposed to check out of my hotel and move to Binghamton, NY, Saturday, October 8, 2011, I was unable to secure lodging for that area. Because of the holiday weekend, my only choice was to book another hotel 30 miles east from my original location on Long Island. By making this last minute decision, [redacted] effectively destroyed my social activities planned for the weekend, upset me emotionally, inconvenienced me and caused financial hardship. Because of the daily logistics conferences held at each site, [redacted] knew of the limited space and hotel accommodations in the Binghamton area. We all knew that the flooding in Binghamton made it difficult for FEMA employees assigned there to book hotels in the area. So, why send me without knowing if I could secure lodging?

[5] The Kirkwood, NY OFO was also known as, and frequently referred to as the Binghamton OFO.

[6] FIID spoke with [redacted] regarding his apparent "mix-up" in holiday weekends, as that particular weekend was the "Columbus Day" Holiday Weekend. Mr. [redacted] confirmed his mistake regarding the proper holiday, but stated that he still had plans to do his first sightseeing tour of NYC with a female acquaintance whom he had just met a few days prior who had volunteered to be his official tour guide.

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Later that night I gave [redacted] a phone call and he stated that [redacted] was instructed by [redacted] to find a route from [redacted] home to the office that would put him over the 50 mile limit. He wanted [redacted] to remain in travel status. I was shocked to hear that [redacted] was willing to commit fraud, just to get [redacted] comfortably back in the area. [redacted] told me that his home was actually 49.2 miles away from the job and because of the 3 hour round trip commute, he had turned down the assignment originally offered by [redacted] to work in the Long Island office. He articulated to me that he didn't know why [redacted] had changed his mind and was willing to accommodate him in travel status. He stated that he would find out by Tuesday and let me know.

On Tuesday, October 11, 2011, I received a telephone call from [redacted] who informed me that he spoke with [redacted]. [redacted] stated that he spoke with [redacted] concerning his reason for reassigning me to Binghamton. [redacted] stated to [redacted] messed (he used the four letter variety) up." To this day I don't understand why [redacted] got mad at me for doing my job. For the record, I was neither counseled nor notified of any misconduct. In my five plus years with FEMA, I've never receive (sic) verbal or written counsel.

My assignments in Long Island and Binghamton did not require any unique management skill sets. I was and still am second in charge of Logistics for the Binghamton office. Both past and present supervisors have nothing but positive things to say about my performance, integrity and commitment. Basically, [redacted] and I are evenly matched, so there was no reason other than dirty trickery, for [redacted] to switch us around. He did not save FEMA money and no job or task was critical that required either [redacted] or me to accomplish.

A week before my incident, I had an individual named [redacted] (also African-American) who worked as a courier under me for three days. I had created a form that chronicled every DRC location; items drop and pick up on a daily basis. We were challenged with daily deliveries to Queens, Brooklyn, Bronx, and Staten Island. There was always traffic throughout the day. On his second day, someone from the DRC complained about not getting their mail on time. Because of this minor complaint, he was sent to Binghamton, NY. This was a pattern with our Logistics leadership staff at the JFO that was destined to repeat.

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> In closing, I am requesting a thorough investigation. This kind of conduct destroys my confidence to relate inconsistencies and discrepancies I may find as a manager. My undeserved treatment and feedback from my African-American subordinates left them feeling vulnerable and helpless. The workplace morale of all involved was negatively impacted for weeks. For the good of many, it is my hope that swift administrative justice will prevail.

Although [redacted] alluded to potential voucher fraud in his ERO complaint in January 2012, the issue was apparently not addressed by any investigative entity during that time period.

On November 13, 2017, OSC sent a memorandum (OSC File No. DI-17-5062) to Elaine Duke, the Acting Secretary for the U.S. Department of Homeland Security (DHS). The memorandum described a series of events that took place during DR-4020/4031 in the New York metropolitan area wherein a FEMA Reservist violated FEMA travel policies by obtaining full travel status during a portion of his deployment knowing that he did not meet the requirements for full travel reimbursement due to his ROR being located less than 50 miles from his duty station.

As stated in the OSC memorandum,

> [redacted] a former term-appointed support branch director who consented to the release of his name, disclosed that FEMA management approved travel vouchers and expense reimbursements for [redacted], a FEMA Logistics manager based in the New York metropolitan area and deployed to various FEMA offices in New York State, despite disqualifying conditions, in apparent violation of FEMA travel regulations. See FEMA Directive 126-2 Per Diem and Miscellaneous Travel Expenses (**See Attached Exhibit #1**).
>
> In late August 2011, Hurricane Irene caused significant damage to the New York metropolitan area and Long Island. On August 26, 2011, President Barack Obama issued a State of Emergency declaration for the area, tasking FEMA to coordinate disaster relief efforts. In response, FEMA established multiple Operations Facility Offices (OFO) to include one located in Hewlett,[7] New York, situated in Nassau County on the south shore of Long Island. This office was responsible for managing regional logistics and supply issues, and coordinating the local FEMA disaster response. The Hewlett OFO's official address was 1255 Hewlett Plaza, Hewlett, New York 11557-2009.

[7] The Hewlett, NY OFO was also known as, and sometimes referred to, as the "Long Island OFO."

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FEMA Directive 126-2 (the Directive) establishes criteria for per diem eligibility for agency employees in TDY status. In the Directive, Policy and Procedures Section B notes: "Per Diem allowances are not allowed at an employee's ROR...or within the vicinity of the employee's ROR... (within 50 miles)." General Services Administration (GSA) Federal Travel Regulations (FTR) define a "Residence" as "the geographical location where the employee resides." *See* FTR § 301, Appendix C. Notably, the Directive does not provide discretionary authority for approving officials to contravene the 50 mile TDY requirement for FEMA employees, even in the context of disaster response.[8] When eligible for per diem reimbursements, FEMA employees can be compensated for lodging plus meals and incidentals. GSA FTR's further provide for the reimbursement of transportation expenses, such as flights, rental cars, mileage, and tolls. *See* FTR § 301-10.

According to [redacted] was detailed to the Hewlett OFO in early October 2011, to provide logistics management and support to FEMA's local disaster relief efforts. He observed that [redacted] ROR listed on his travel vouchers was [redacted], West Nyack, New York 10994-2632.

[redacted] reviewed the distance between those two addresses and asserted in his whistleblower complaint that [redacted] ROR was within 50 miles of the Hewlett OFO. When OSC entered these addresses in Google Maps, three routes, all under 50 miles in distance were recommended. These routes included: 45.4 miles via the Palisades Interstate Parkway North, 46.5 miles via I-87 North, and 44.7 miles via the Cross Island Parkway and Palisades Interstate Parkway North

[8] Under FEMA Directive 123-1, the agency may provide emergency lodging or food for Designated Watch Employees, irrespective of the 50 mile requirement articulated in FEMA Directive 126-2, when certain conditions are met, including where anticipated or ongoing emergency or disaster conditions are of such extreme severity that the President has declared, or is imminently expected to declare, an emergency or disaster under the Stafford Act, requiring the Designated Watch Employee to be present for duty; the conditions render it physically impossible or dangerous for the Designated Watch Employee to travel between the employee's home and place of duty; and the conditions raise a significant that the Designated Watch Employee would be unavailable to perform emergency response duties. However, in the present matter, [redacted] was not a designated Watch Employee and none of the above described conditions were met.

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(**See Attached Exhibit #2**).[9] Additionally the straight line distance between [redacted] ROR and the Hewlett OFO is approximately 35 miles.

[redacted] provided a copy of MapQuest directions that [redacted] 2nd line supervisor, Deputy Logistics Section Chief [redacted], generated on October 7, 2011, to support [redacted] travel authorization for the Hewlett OFO. While this document lists [redacted] address as [redacted], West Nyack, New York, it features a map that shows an alternate route, containing additional extraneous mileage traveling south on I-87 and traveling south on the Cross Island Parkway. The proffered route is listed as 52.51 miles and is 7 miles, or 15 percent, longer than the average distance of routes recommended by google maps (**See Attached Exhibit #3**). This discrepancy is sufficiently large to suggest that the route was intentionally altered to exceed the Directive's 50 mile requirement. Indeed, when this address data is entered into MapQuest without alteration, the search engine returns two route options, one at 45.2 miles and the other at 45.7 miles (**See Attached Exhibit #4**). While Hurricane Irene caused a number of road closures in the New York metropolitan area, a comparison of these closures to the routes recommended by Google Maps and MapQuest demonstrates that these directions were not adversely affected at the time of the storm (**See Attached Exhibit #5**).

[redacted] provided OSC with copies of [redacted] travel expenses and approval forms associated with his deployment to the Hewlett OFO. These records indicated that [redacted] was working out of the Hewlett OFO from October 10, 2011, through the beginning of March 2012. During this time, he accrued a total of $31,481.61 in travel and per diem costs. This included hotels, rental cars, plus meals and incidentals. Of this sum, [redacted] was personally reimbursed 9,898.65, while the remainder was paid to his government-issued credit card.

[redacted] further asserted that in March 2012, FEMA's Finance Center rejected [redacted] Hewlett OFO travel reimbursement requests for the period from February 14, 2012, to March 5, 2012. [redacted] explained that [redacted]

[9] The OSC memorandum refers to their "Enclosure A," which is the same document as attached FEMA Exhibit #2. A review of the OSC Enclosure A does not exactly match OSC's verbage, in that only two routes are listed with actual estimated time and mileage (44.7 miles and 46.4 miles), the latter of which is off by one-tenth of a mile from the OSC memorandum's language.

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later informed him that these vouchers were rejected because it was discovered that his ROR was within 50 miles of his TDY location. According to [redacted] admitted that he was forced to absorb $4,100 dollars in costs associated with his TDY expenses for this period due to this rejection. According to [redacted], no subsequent efforts were made to audit the prior Hewlett OFO TDY travel vouchers submitted by [redacted], due to the overwhelming workload of travel reimbursement requests the FEMA Finance Center manages during the disaster response periods.

Significantly, after [redacted] Hewlett OFO TDY vouchers were rejected in mid-March, he was re-deployed, at the direction of [redacted], sole Logistics Chief at this time, to the Kirkwood, New York OFO, and after just three days, the Lake Placid, New York OFO to continue Hurricane Irene FEMA disaster relief efforts. He was TDY in these locations for the month of March, during which time he accrued $3,556.98 in travel vouchers, $1,660.83 of which he was personally reimbursed for in per diem expenses. [redacted] asserted that the suspicious timing and location of this TDY assignment, which occurred seven months after Hurricane Irene, to a location with minimal storm impact suggested the deployment reflected the agency's effort to secure for [redacted] partial reimbursement for the previously rejected voucher noted above.

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DETAILS OF INVESTIGATION

FIID began the investigation by separately procuring all copies of [redacted] travel vouchers to cover the period from late September 2011 through March 2012. A review of those vouchers confirmed that they matched those previously provided by Mr. [redacted] in his complaint. More specifically, the voucher covering the period of September 26, 2011, through October 7, 2011, confirmed that [redacted] checked out of the Holiday Inn Binghamton – Arena, located in Binghamton, NY (near the Kirkwood OFO) on Friday, October 7, 2011 (**See Attached Exhibit #6**).

[redacted] then checked into a hotel near the Hewlett OFO on Monday, October 10, 2011, and remained at the same hotel through March 5, 2012. He submitted nine travel vouchers covering the time period of October 10, 2011, through February 27, 2012 and was fully reimbursed for the first eight vouchers, before an audit uncovered a discrepancy in his reported mileage on the ninth voucher.

FIID located one email dated October 13, 2011, from [redacted], FEMA Telecommunications, DR-4020/4031, to [redacted] FEMA Reservist, DR-4020/4031, wherein [redacted] details a request to de-centralize the travel department to allow one travel specialist to be detailed to the Hewlett OFO, and one to the Binghamton OFO to help alleviate a backlog of travel vouchers that need to be processed during this time period.

FIID also located a number of emails between [redacted] and [redacted] Travel Manager, DR-4020/4031 dated March 2, 2012, through March 6, 2012, wherein [redacted] conducted an audit of [redacted] vouchers and determined there was a discrepancy in the stated mileage included with the MapQuest map in his first voucher in Hewlett, New York covering the period of October 10, 2011, through October 23, 2011. [redacted] held up the payment of [redacted] voucher covering the period of February 14, 2012, through February 27, 2012, until [redacted] could provide the reasoning for an altered MapQuest route, or an authorized waiver showing he was eligible for travel reimbursements. She also threatened to put in a collection notice for all prior vouchers unless he provided proper authorization showing that the altered route of over 50 miles was legitimate. [redacted] was never reimbursed for the voucher covering the period of February 14, 2012 through February 27, 2012, as he was never able to provide proper authorization or waivers to the travel department for the altered mileage. Additionally, no collection notice was ever filed for the first eight

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vouchers for unknown reasons, other than [redacted] demobed[10] from DR-4020/4031 shortly thereafter and thought the matter was being handled by other staff within the travel office.

TESTIMONY OF [redacted]

[redacted] confirmed in his testimony to FIID that he packed up and vacated his Binghamton hotel on Friday, October 7, 2011, per the initial email sent from [redacted], Director, External Support Branch, to the Hewlett OFO Group Supervisor, [redacted] and the Kirkwood OFO Group Supervisor, [redacted] on Thursday, October 6, 2011, at 8:30 pm (**See Attached Exhibit #7**).

[redacted] stated he worked a full day on Friday, and then drove from the Kirkwood OFO to his home residence (approximately 280 miles) to start the 3-day Columbus Day holiday weekend. A copy of his WebTA records for this period confirmed that [redacted] worked a total of 12 hours, all overtime hours since he had already accrued 40 hours prior to this date, on October 7, 2011. However, [redacted] failed to properly allocate the hours for his commuting time from his TDY to his ROR on his WebTA timesheet as per normal timesheet recording policy (**See Attached Exhibit #8**)[11].

When interviewed, [redacted] and both Group Supervisors, [redacted], all stated that they were caught off-guard by the sudden transfer and switch of [redacted] and [redacted] Although multiple interviewees in the chain of command stated that logistics personnel are frequently moved around, sometimes with little notice; none of them could provide FIID investigators with an example where two individuals with the same job title and same duties were suddenly switched late in the evening hours with no advance notice.

[redacted] confirmed the testimony previously provided by senior logistics officials to EEO investigators that he believed the switch was solely due to his status as a "local" reservist, and that due to the fact that he lived within 50 miles of the Hewlett OFO, he would not have to incur full travel costs[12]. [redacted] also told FIID Investigators that he believed he mentioned early in the disaster event that it was his preference to work at the Long Island Office since it was close

[10] Demobed, demob, or demobilization is the term FEMA uses to record the release of an employee from a deployment.

[11] Although [redacted] recorded his total number of hours correctly on his timesheet, he failed to properly allocate his travel hours as "Travel – enroute TDY" as required by FEMA timekeeping policy and instead marked his full day as "Regular Working Hours."

[12] See [redacted] testimony in Attached Exhibit #36.

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to his home; however, after initially deploying to the Albany, New York Joint Field Office (JFO) for a period of time, he was transferred to the Kirkwood (Binghamton) OFO instead.

When interviewed by FIID Investigators, both [redacted] also were under the assumption that the sole reason for the switch of [redacted] was due to the fact that [redacted] lived within 50 miles of the Hewlett OFO and would therefore save FEMA from having to pay lodging and per diem expenses for his posting at that location.

However, on Monday, October 10, 2011 (Columbus Day Holiday), [redacted] checked into the Rockville Centre Inn, located at 415 Ocean Avenue, Rockville Centre, New York. According to the invoice attached to his voucher for the travel period of October 10, 2011, through October 23, 2011, his check-in time was 8:18 pm (**See Attached Exhibit #9**). According to MapQuest, the Rockville Centre Inn is 45.7 miles from [redacted] ROR and 3 miles from the Hewlett OFO (**See Attached Exhibit #10**).

During a review of [redacted] email traffic, FIID located a string of email messages between [redacted] dated Friday, October 7, 2011 (**See Attached Exhibit #11**). [redacted] held the position of Deputy Logistics Chief throughout her deployment to DR-4020/4031, and reported to the Logistics Chiefs [redacted]

The first exchange was time-stamped at **8:54 am**, with [redacted] stating: "See look your dream came true…but now binghamton is really gonna s%ck."

At **2:30 pm**, [redacted] with: "Sorry, if worse comes to worse I can always come back, and I just realized that Hewlett is 47.9 miles from my house through city traffic, oh well."

At **2:31 pm**, [redacted] replied: "Ok. So fyi. No hotel, Im sorry.. will have to commute daily."

At **3:04 pm**, just 33 minutes after the previous email, [redacted] sends another email message to [redacted] stating: "See attached..use this for your travel in your new location if you have problems with the mileage." The attached MapQuest print-out contained two suggested routes from [redacted] ROR to his TDY location at the Hewlett OFO, the first being 53.75 miles, and the second being 52.23 miles.

When questioned by FIID, [redacted] confirmed the emails stated above, and agreed that it was his understanding that he was being transferred to the Hewlett OFO because he was considered "local" and lived within 50 miles of the TDY location.

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When questioned why he was forwarded an altered MapQuest document by [redacted], just minutes after he informed her that he lived under 50 miles from his new posting, and prior to even one trial run of his new commute, [redacted] told FIID that he believed that he had discussed with [redacted] that his new commute was going to be about 45 miles from his ROR and he would not get travel pay. He contacted [redacted] and explained to him that due to long hours, and driving time to/from work, he was afraid of falling asleep while driving. According to [redacted] told him that he would take care of it. After arriving in Long Island, he again spoke with [redacted] via telephone and he believed that during this conversation he was told that the travel issue had been resolved.

[redacted] was then provided several historical emails to review. After having the opportunity to review the emails between himself, [redacted] (**See Attached Exhibit #12**) which contained alternate MapQuest routes in excess of 50 miles and statements about road construction along certain routes, [redacted] admitted that he remembered talking with [redacted] and [redacted] about different routes. He initially stated the conversations were not because they wanted to manipulate the total trip mileage but because there was massive construction at the toll booths at the Tappen Zee Bridge and he had to take different routes. He also stated he had to take detours because the traffic patterns changed at least two to three times while he was there. He then stated, "[redacted] *told me that the route was approved by the Comptroller.*"

[redacted] was shown a MapQuest most direct driving directions from his ROR to the Hewlett OFO (**Exhibit #4**) and after reviewing the document he concurred that this was probably the most direct route (45.1 miles), but claimed that GPS and other maps listed different amounts of miles for the same route. He then stated, *"I don't know all these roads, but yeah, this looks like the most direct route."* This route takes [redacted] across the Tappen Zee Bridge.

[redacted] was then shown a second MapQuest recommended route from his ROR to the Hewlett OFO that listed a distance of 45.7 miles (**Exhibit #4**). After reviewing this route, he stated, "*I would never take that route because I don't want to go across the George Washington Bridge. It would take too long during rush hour.*"

[redacted] was then asked what his work hours were, and he stated 7:00 am to 7:00 pm. He was then shown an email (**See Attached Exhibit #13**) dated Wednesday, October 12, 2011 (his second full day after arriving at the Hewlett OFO), listing his work hours as 10:30 am to 7:00 pm. After reviewing, [redacted] stated, "*rush hour in New York City starts at six o'clock and ends late at night; it is always rush hour.*" However, he acknowledged that the hours listed on

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the email were correct, but believed he worked many overtime hours each day throughout most of his deployment.

[redacted] was then shown copies of his WebTA records (**See Attached Exhibit #14**). After reviewing the records, he confirmed that from the time he arrived in Hewlett, the majority of his work days were only 8 hour shifts, with a few days of 90 minutes of overtime scattered throughout late 2011 and early 2012 which would have been added to the end of his normal shift at 7:00 pm. He admitted that his commute time, at least in the evenings, would have been outside normal rush-hour traffic patterns.

[redacted] was provided the Foley.com list of road closures during Hurricane Irene in 2011 (**Exhibit #5**) indicating that no roads/lanes/bridges were closed in the areas covering any of the three recommended routes covering his commute from his ROR to the Hewlett OFO and he responded, "*you are right, no lanes were closed, but there was a lot of construction throughout many areas.*"

An enhanced enlargement of MapQuest routes (**See Attached Exhibit #15**) was then shown to [redacted] that included the fastest recommended route (45.2 miles, highlighted in green) from his ROR to the Hewlett OFO, and the apparent manipulated route (highlighted in yellow) that was enclosed with his first vouchers that showed the route from his ROR to the Hewlett OFO to be a little over 52 miles. Both routes still took [redacted] across the Tappen Zee bridge.

[redacted] agreed that the map showed the manipulated route that he stated was provided by Laura [redacted] and was subsequently instructed to insert into his voucher stating, "*I did what I was told.*" When questioned who told him to provide this map with his vouchers, [redacted]

[redacted] also confirmed that in reviewing the altered route, he had no knowledge that any roads listed on the fastest route, which were partially bypassed on the altered route, were in any way damaged, closed, or contained additional toll plazas. He admitted that his earlier answers regarding taking different routes and encountering massive detours along his commute was false, based on the fact that he checked into a hotel on his first night in Hewlett and never commuted home during his entire deployment at the Hewlett OFO, except for an occasional trip home on the weekends.

[redacted] was again shown his WebTA records. After reviewing the records for early October 2011, he again confirmed that he worked 12 hours on Friday, October 7th on the day he was instructed to move to Hewlett which included his commute time back to his ROR. He stayed at

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his home residence through the holiday weekend until Monday evening when he checked into the hotel in Hewlett, New York.

[redacted] was asked if he ever went home on weekends after arriving in Hewlett and he stated that he did. He also stated that he went home for Thanksgiving, returned to work on Friday, and then went home for Saturday and Sunday of Thanksgiving weekend. In addition, he went home for the Christmas holidays on a Friday and returned the following Monday.

[redacted] was shown a policy/procedure memorandum dated October 5, 2011, issued by the FCO indicating that if you go home on weekends you must check out of your hotel and do a cost comparison for travel reimbursement (**See Attached Exhibit #16**). [redacted] admitted that he never checked out when he went home on weekends. When asked if he ever spoke with anyone about returning home on weekends, he claimed [redacted] was aware because [redacted] would often ask him if he was planning on going home for the weekend. [redacted] then stated, "*I never thought of checking out, I f*cked up.*"

[redacted] was shown emails from Monday, March 2, 2012, through Tuesday, March 6, 2012, regarding [redacted] last voucher in Hewlett, which was being rejected by the travel section due an audit by the travel manager who questioned his MapQuest mileage, and [redacted] attempted intervention (**See Attached Exhibit #17**).

He stated he remembers discussing his travel status and road construction problems with [redacted] but could not remember why he forwarded some of the emails with [redacted] concerns to [redacted]. He believed that he was just reaching out to them at the time because [redacted] had returned by then to the Region II office back in New York City. However, it was [redacted] whom he eventually contacted to help him rectify his situation. [redacted] specifically requested that [redacted] go back and pull any old emails from the Comptroller during the October 2011 timeframe which authorized [redacted] to be in per diem status; however, [redacted] was unable to obtain this information from [redacted] as they were all apparently oral communications only. [redacted] again stated to FIID, "*I did not manipulate the route and it was not manipulated by me. I did what I was told. I didn't ask for this, I was just put in this situation and obviously I'm screwed.*"

[redacted] was then provided with email traffic to and from [redacted], ERO Specialist, FEMA, dated between March 5th and March 7th, 2012. [redacted] was explaining his dilemma with [redacted] and the issues he was having getting his last voucher approved. The emails appear to show a draft created by [redacted] with a more complete edit created by [redacted]. The edit created by [redacted] was eventually forwarded, word-for-word, to [redacted] by

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[redacted] (**See Attached Exhibit #18**). [redacted] stated, "*I remember this.* [redacted] *is a friend of mine, and I was up in Kirkwood when this happened and he saw that I looked upset, so he came up to me and asked what was wrong. He asked me to email him the particulars of what happened.*"

[redacted] was shown that the email he sent [redacted] responding to [redacted] concerns was an exact copy of the draft that was provided to him by [redacted] and he admitted that [redacted] had re-drafted his email response which was then forwarded to [redacted] was then asked how he knew that there were major construction and detours, as stated in his email responses sent by [redacted] during the work week if he only drove that route when he went home on occasional weekends. [redacted] responded, "*You are right, I did not know. I feel horrible about this and I'm pissed off. I have learned a lot and would never put myself in this situation again, but when you are told to do something, you do it.*"

[redacted] was then provided with a copy of his statement he provided to an EEO investigator on June 12, 2013, (**See Attached Exhibit #19**) where he provided an answer under sworn testimony that he did not experience *any* issues with *any travel vouchers* during his deployment in New York. [redacted] did not initially remember making the statement, but then stated, "*I kind of remember now that I see my initials. I don't know why I said there were no issues with vouchers. I think it's because it mentioned* [redacted] *I know it's a contradiction of what I have been saying, I don't know why I said that. It pretty stupid on my part. I hope you realize I was just doing what I was told.*"

[redacted] was asked if he had a record of the rejected final voucher and he answered that he might. [redacted] then stated, "*I paid it all out of pocket and paid it in full. The number $4,000 comes to mind.*" [redacted] was then shown a copy of the first pages of his final rejected voucher found on his email archive which showed a claim amount of $2,881.01 (**See Attached Exhibit #20**). This amount would have only included his travel costs through the last day of this voucher which was February 27, 2012. [redacted] was also shown copies of his JPMorgan credit card statements for that time period (**See Attached Exhibit #21**). An analysis by FIID showed $4,359.99 in charges that were never vouchered. [redacted] agreed that he recalled the final number that he paid out of his pocket was close to that number. Some of the difference would have been attributable to the few extra days he stayed at the Rockville Centre Inn in Hewlett until he formally transferred back to the Kirkwood OFO on March 6, 2012.

[redacted] was asked if he knew he was replacing [redacted] at Kirkwood when he was transferred there on March 6, 2012. He stated he did not know anything about replacing [redacted] or

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[redacted] dispute with FEMA when he first got to Kirkwood. After deploying to Kirkwood, he was there for about three days and was then transferred to Lake Placid by [redacted]

[redacted] was questioned about informing [redacted] that he was stuck paying over $4,000 in travel costs out of his own pocket due to the JFO travel office rejecting his last voucher. [redacted] stated, "*I must have, he is the guy who put me in this situation. I don't know why I don't remember this sh*t right now.*"

[redacted] was then provided with his voucher for the travel period of March 6, 2012, through March 17, 2012 (**See Attached Exhibit #22**). While reviewing the voucher, he stated, "*I want to say that [redacted] told me to go to Kirkwood, but after 3 days, I was sent to Lake Placid.*" [redacted] stated he did not know why he was sent back to Kirkwood, but went because he was told. When asked if he thought it was possible that he was sent there because his travel status was being rejected in Hewlett, [redacted] stated, "*I can't say.*" He was also not aware of why he was suddenly transferred from Kirkwood to the Lake Placid OFO, but believed that the sudden transfer had to do with manpower requirements in Lake Placid.

[redacted] was again questioned and confirmed that he would not have known about daily traffic issues from his ROR to the Hewlett OFO because he was immediately put in travel status on his first day reporting to Hewlett, and checked into a local hotel on the same date. In addition, the testimony he and others gave about massive construction at the toll booths at the Tappen Zee Bridge had no discernable outcome on the most direct route from his ROR to Hewlett, because the altered route provided by [redacted] and [redacted] which put him over 50 miles, had both included crossing the same construction area of the Tappen Zee Bridge.

TESTIMONY OF [redacted]

During his testimony to FIID, [redacted], a permanent full-time employee (PFT) confirmed that he was assigned to DR-4020/4031 in the greater New York area in fall 2011, and that he was demobilized back to the regional office probably sometime before the end of November 2011. [redacted] also confirmed his title during this event as Logistics Chief (Senior Logistics Official). He shared the position of Logistics Chief with [redacted] (Reservist) until he was demobilized and sent back to the Region II Office (**See Attached Exhibit #38**).

When questioned surrounding the circumstances of the sudden transfer/swap of [redacted] and [redacted] [redacted] confirmed that the swap was made suddenly on the evening of Thursday, October 6, 2011; however, he stated he always had the intention to eventually bring [redacted] down to the Hewlett OFO due to [redacted] home residence being close to Long

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Island. [redacted] was then given a synopsis of events that occurred the morning of Thursday, October 6, 2011, wherein [redacted] was late for pick-ups at three DRC's that morning, and contacted and questioned via cellphone by [redacted] as to his [redacted] whereabouts, and why he was late when a team from Albany, driving over three hours to the first pick-up, was on-time at each location. [redacted] confirmed the series of events, but again, stated those events were not the sole reason for the transfer/swap of [redacted], but mainly to get [redacted] closer to home. When questioned whether the transfer was done to save money, [redacted] stated, "*yes, absolutely.*"

[redacted] was then shown a copy of his sworn EEO testimony, arising from the EEO complaint filed by [redacted] due to his sudden transfer to Kirkwood, dated October 23, 2012 (**See Attached Exhibit #23**). A portion of [redacted] statement read "I recall having a conversation with [redacted] during which he informed me that the Long Island Office was much closer to his home than the Binghamton (Kirkwood) office, but that he was right near the 50-mile limit. Therefore, [redacted] prospective transfer to the Long Island office would save the government per diem, hotel, and travel expenses on a daily basis. I recall telling him that I could obtain approval from the Comptroller for [redacted] to be in travel status for the purpose of securing a rental car, as I believe he was working 12-hour days, a portion of his travel expenses were authorized. [redacted] transfer to the Long Island office would still save the government tens-of-thousands in hotel and per diem expenses. I recall that a new comptroller scrutinized [redacted] travel status, but I do not know the outcome.

I believe that [redacted] transfer, like [redacted], was proposed as a purely budgetary consideration. I also believe that it was merely a coincidence that it occurred the same day after the investigation into the breakfast comment. As I recall, [redacted] was not reprimanded or written up or otherwise punished in any way, and that the move to a different office was a lateral move designed to save the government money, which happens frequently in our work. It is not unusual for an employee to be given only 24 hours' notice to move locations."

Upon reviewing the above statement, [redacted] answered, "*Yes, save money and* [redacted] *skill set, bottom line. He is closer to home, this is correct.*"

[redacted] was then questioned who authorized [redacted] initial travel status for which [redacted] answered, "*It may have been me.*" [redacted] was also asked if he recalled how long [redacted] commuted from his ROR to the Hewlett OFO before he was placed in full travel status. [redacted] answered, "*I believe it was two or three weeks.*" "*At some point,* [redacted] *and I discussed the long hours, safety considerations, and traffic issues, but the original intent was to get him closer to home and save the government money.*"

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[redacted] was then shown the emails previously discussed dated Friday, October 7, 2011, between [redacted] wherein they discussed his impending transfer from the Kirkwood OFO to the Hewlett OFO. In response to reading the 2:31 pm email from [redacted] in which she acknowledges that he lives under 50 miles from his new posting and will have to commute daily, [redacted] answered, "*our intent was to keep him safe, no accidents, this agency doesn't care about their employees. My intent was to get him off per diem.*"

[redacted] was then shown the email dated Friday, October 7, 2011, at 3:04 pm, just 33 minutes after the prior email, where [redacted] now provides the questionable MapQuest route directions showing the distance from [redacted] ROR to the Hewlett OFO as 52.51 miles. [redacted] was questioned regarding his recollection of that email for which he answered, "*I don't recall.*"

[redacted] was then provided with information that MapQuest has three suggested routes from [redacted] ROR to the Hewlett OFO for which the shortest is only 45.1 miles and the longest is still less than 47 miles. [redacted] initially answered that there was a bridge that was out during that time requiring [redacted] to take a longer route. [redacted] was then shown the Foley.com exhibit listing of road closures during Hurricane Irene for the month of October 2011, wherein it was pointed out that no roads or bridges were closed between [redacted] ROR and the Hewlett OFO. After reviewing the document, [redacted] confirmed that the information contained in the exhibit was probably correct. He also confirmed that he was not personally aware of any road closures and never drove that particular route himself to confirm any detours or heavy traffic.

[redacted] was shown the enhanced, enlarged MapQuest route directions (Exhibit #15), initially provided by [redacted] and emailed to [redacted] which appears to show the 45.1 mile recommended route intentionally manipulated to increase the distance from 45.1 miles to 52.51 miles. Asked if he recalled the map, [redacted] stated, "*I don't recall.*" When asked if he provided the altered map to [redacted] with instructions to give to [redacted] answered, "*I don't recall, maybe...*"

[redacted] was provided testimony given by another witness that stated that there might have been a group meeting that occurred between the 2:31 pm email and the 3:04 pm email exchanges wherein the altered map was created. [redacted] confirmed that the senior logistics staff all sat together in the same small area, and that it probably would have included himself, [redacted]. Asked about his recollection of this meeting,

[13] [redacted] was not interviewed as part of this investigation due to the fact that he has retired from government service and his latest telephone number on file was not in service.

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and after a long pause during the interview, [redacted] refers to the map, looking at time and miles, and finally stating, "*I don't recall the meeting.*" When asked if he personally created the map, [redacted] stated, "*I could have, it's possible, I don't recall.*" When asked who would have created the map, [redacted] stated that it wouldn't have been [redacted], but could have been either himself, [redacted]

[redacted] was then provided a copy of [redacted] voucher showing his expenses between October 10, 2011, and October 23, 2011. It was shown on the voucher that [redacted] never commuted from his ROR to the Hewlett OFO and that he went into full travel status checking into his hotel on Monday October 10, 2011 (Columbus Day Gov't Holiday), after spending the weekend at his home residence. [redacted] agreed that the authorizing signature on this first voucher was his and that he was responsible for verifying the expenses contained in the voucher. [redacted] was asked to explain how [redacted]) could have made arguments about heavy traffic/road construction/bridge closures when [redacted] never commuted even one day before reporting to Hewlett. A[redacted] stated, "*I may have had conversations with the Comptroller* [redacted]..." FIID conducted a comprehensive search of [redacted] email traffic during this time period and did not find any email messages between [redacted].

[redacted] agreed that his earlier testimony regarding [redacted] attempting the commute for a couple of weeks before they placed him in full travel status was incorrect. [redacted] was also questioned about his earlier sworn testimony to the EEO Investigator wherein he provided testimony that he moved [redacted] to the Hewlett OFO to save money and keep [redacted] out of full travel status. [redacted] answered, "*Taking again safety decisions, I would have made the same decision. What are we talking about here, 5 miles? The intention was to save money and keep him near his home.*" When asked when [redacted] was eventually taken out of full travel status to save the government money, [redacted] was unable to provide an answer.

When questioned about tolls and hours for [redacted] [redacted] stated that per his prior testimony to the EEO investigator, he believed that [redacted] was working 12+ hour days, and that the tolls were more than $100 each week.

[redacted] was shown the previously identified exhibit #13, the email dated just two days after [redacted] reported to Hewlett, that showed [redacted] core hours starting at 10:30 am, and finishing an 8-hour shift at 7:00 pm, which [redacted] acknowledged were outside of normal rush hour traffic patterns. [redacted] was also shown copies of [redacted] WebTA records that showed only 1.5 hours of overtime each day for the first few weeks during his transfer to Hewlett, and then only 8-hour days thereafter. He was then shown a listing of NYC area tolls showing current tolls from [redacted] ROR to Hewlett would be approximately $88 per week with a toll

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transponder (**See Attached Exhibit #24**). [redacted] confirmed that these records were probably correct and his assumption that [redacted] was working 12+ hour days was incorrect as was his statement about the toll rates.

[redacted] was then questioned about [redacted] troubles with his February 2012 voucher which had been audited by the new DR-4020/4031 Comptroller, [redacted] and Travel Manager, [redacted] who found that [redacted] was actually within 50 miles of his residence, and therefore should not have been in full travel status without proper authorization.

[redacted] confirmed that even though he was not deployed at this time, that [redacted] may have reached out to him regarding the issue. [redacted] stated he did not recall that [redacted] eventually paid approximately $4,300 out of his own pocket due to his February voucher being rejected and that he felt bad about it. He was also not aware that [redacted] eventually transferred [redacted] back to the Kirkwood OFO and then to the Lake Placid OFO, but stated that [redacted] calls him all the time looking for work and asking if there is any work on the horizon, so it would not have been unusual for [redacted] to move [redacted] to Kirkwood and Lake Placid to allow him to remain mobilized.

Asked if he initially met with the first DR-4020/4031 Comptroller, [redacted], regarding [redacted] travel status and his first voucher and approval for payment, [redacted] stated, "*Yes I did, I must have had a conversation, and we were literally only talking 2-3 miles.*" [redacted] stated, "*I can't believe we are here talking today over just a couple of miles.*" When told [redacted] incurred over $30,000 in travel reimbursements, and that the whole reason he was supposedly originally transferred was to save money, [redacted] stated he understood, but he was only thinking about the safety and well-being of his employees.

TESTIMONY OF [redacted]

During her interview with FIID, [redacted] confirmed she was assigned as a Deputy Logistics Chief during DR-4020/4031 in the greater New York area in fall 2011 and winter and spring 2012 (See Attached Exhibit #40). She shared this position title/duties at times with [redacted] She confirmed her husband, [redacted] was the Federal Coordinating Officer (FCO) during this event; however, she stated that even though they got married in 2010, no one was aware they were married, and she kept her maiden name for a number of years after this event disaster event (**See Attached Exhibit #40**).

When questioned surrounding the circumstances of the sudden transfer/swap of [redacted] confirmed that the swap was made suddenly on the evening of

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Thursday, October 6, 2011; however, she believed that there were prior discussions to eventually bring [redacted] down to the Hewlett OFO due to [redacted] living in the area and being close to home. [redacted] was then given a synopsis of events that occurred the morning of Thursday, October 6, 2011, regarding [redacted] and his issues with his assigned pick-ups at three DRC's that morning. She was told that [redacted] was eventually contacted and questioned via cellphone by [redacted] as to his [redacted]) whereabouts, and why [redacted] was late when a team from Albany, driving over three hours to the first pick-up, was on-time at each location. [redacted] recalled the switch, but did not recall the events that transpired that morning.

When asked if she could provide an example of a switch taking place under the same or similar circumstances, [redacted] was unable to provide an answer.

[redacted] stated that it was possible that the switch could have been legitimate, as it happens all the time; however, she was unable to provide the FIID Investigator with any other example with similar facts and circumstances.

[redacted] was questioned regarding her relationship with [redacted]. She acknowledged she has worked with him in the past at many different locations. [redacted] was then provided the previously identified series of emails dated Friday, October 7, 2011, between herself and [redacted] beginning at 8:54 am and ending at 3:04 pm.

[redacted] reviewed the first emails, ending with the message at 2:31 pm wherein she confirmed that [redacted] would not be in travel status and would have to commute from his home to office each day. She nodded, and acknowledged that she recalled the string of emails. "*I was following orders to do this.*" [redacted] was then questioned regarding her understanding of [redacted] travel status during his time in Hewlett, wherein she stated, "*He commuted, to the best of my knowledge.*"

[redacted] was then shown the email dated the same day at 3:04 pm, just 33 minutes after her last email in which she told [redacted] that he would have to commute and would not be able to stay in a hotel. When asked to explain this email, and how she suddenly came up with a new MapQuest route calculation that put [redacted] over 52 miles, thus allowing him to be in full travel status, [redacted] responded, "*I was told to do that.*" "*They were both there, I think they both told me.*" When asked to provide the names of whom she was speaking about, she alluded to [redacted], her two superiors; however, she would not specifically name either individual.

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[redacted] and she all worked together is one small area of the JFO. After reviewing a condensed organization chart provided by the FIID Investigators showing the logistics group of DR-4020/4031 (**See Attached Exhibit #25**), [redacted] stated, "*I don't know why this was done.*"

[redacted] was then shown the previously identified Exhibit #15, the enlarged MapQuest map of the route she previously provided to [redacted] in the above mentioned email that clearly showed that the most direct route from [redacted] ROR to the Hewlett OFO (45.1 miles) was altered to show a new distance of approximately 52.5 miles. When asked again why she provided that route, [redacted] stated, "*I do not recall, it has been awhile.*"

[redacted] was then shown the Foley.com historical listings of road closures due to Hurricane Irene for October 2011, and notified that none of the road closures listed on the document interfered with any of the three recommended MapQuest routes for [redacted] that were all under 50 miles. After reviewing the document, [redacted] responded, "*I just don't know.*"

[redacted] was questioned regarding her knowledge of [redacted] eventually having his travel vouchers rejected in February 2012 due to an audit by the travel section in which he was found to be in travel status illegally due to living within 50 miles of his ROR. [redacted] denied any knowledge of this issue, stating, "*I was gone by then.*"

[redacted] was then shown the previously identified email dated Wednesday, October 12, 2011, two days after [redacted] reported to Kirkwood, listing his standard work hours as 10:30 am – 7:00 pm each evening. [redacted] acknowledged that these were off-peak hours and outside of normal rush hour traffic patterns.

[redacted] stated she was also unaware of [redacted] sudden transfer back to the Kirkwood OFO in early March 2012, after his February voucher was rejected for $2,881. She was also unaware that [redacted] was removed from the Kirkwood OFO after only three days and subsequently transferred by [redacted] to the Lake Placid, New York, OFO, allegedly to assist him with recovering some of his lost funds due to the cancelled voucher described above.

[redacted] was then referred back to the altered MapQuest document that she sent, via email, to [redacted] just 33 minutes after they both confirmed that he lived under 50 miles from the Hewlett OFO. [redacted] stated, "*We are all in a group.*" Asked if she was instructed to give the altered document to [redacted] responded, "*We were all together, I don't know exactly who gave the order.*"

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[redacted] was then reminded that [redacted] never commuted even one day from his ROR to Hewlett, and therefore any arguments about construction and traffic delays to receive a waiver were moot. When informed that clearly the MapQuest document she provided [redacted] was fraudulent, [redacted] responded, "*I don't know why we did this, I am not sure why it was done, I just don't know. There were a bunch of us, I just don't know. Things were crazy, I don't know, I don't recall.*"

[redacted] testified to FIID that [redacted] had told him, "we are going to take care of you, don't worry." [redacted] again responded, "*I do not know who did the map, I don't remember who said to do this, don't do this, I don't know. It is possible someone gave me the order, I typed it, I don't know who created the map. I understand that my name is on the email. It's possible that [redacted], I just don't know how I got the map. I have had no other problems with FEMA. Skills were wanted, it was done for his benefit ([redacted]. I did not make the map, but I did send the email, my name is on the email.*"

[redacted] again acknowledged being aware that [redacted] lived under 50 miles from his ROR, and that she sent him an obviously fraudulent MapQuest route map to use with his vouchers, which makes her culpable in a scheme to defraud the government of over $30,000 in travel reimbursements. [redacted] again denied being the author of the altered MapQuest route map, and denied recalling who specifically could have given her the map with the orders to send it [redacted]

TESTIMONY OF [redacted]

[redacted] confirmed that he was assigned to DR-4020/4031 in the greater New York area in the summer of 2011, through the spring/early summer of 2012 and served as a Logistics Chief. He stated that he was a New York resident at the time and that he actually deployed prior to the disaster declaration made on or about August 26, 2011. [redacted] also confirmed that he shared the Logistics Chief position during the first couple of months of the disaster with [redacted] was probably demobilized and sent back to the regional office sometime in November or December 2011, wherein [redacted] became the sole Logistics Chief (**See Attached Exhibit #42**).

When questioned surrounding the circumstances of the sudden transfer/swap of [redacted] told investigators that he remembered [redacted] name due to an EEO complaint that [redacted] had filed sometime during or after the DR-4020/4031 disaster. [redacted] vaguely recalled the circumstances of the EEO complaint, due to the length of time that has passed, but after being shown some emails dated October 6, 2011 and October 7, 2011

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(**Attached Exhibit #7**) authorizing the transfer of [redacted], and given a brief oral synopsis of events, [redacted] confirmed recalling some issue that was brought to his attention by [redacted] explained that the entire senior logistics staff sat in a tight area of the JFO during this event, and would frequently discuss issues amongst themselves in their group setting. Regarding the [redacted] saying something along the lines of, "*someone was late this morning.*" This conversation took place on October 6, 2011. Later this same date, October 6, 2011, [redacted] spoke to [redacted] stating, "*I want to switch* [redacted] [redacted] recalled responding to [redacted] *you do whatever you want to do.*" [redacted] thought the switch was made because [redacted] was local, but he stated, "*I don't know where exactly* [redacted] *lives, but I believe he was considered local.*"

[redacted] was shown a copy of his sworn testimony to an EEO Investigator, dated May 20, 2013 (**See Attached Exhibit #26**), wherein he stated in his testimony, "[redacted] *move was solely based on budget and to save money, no other reason.*"

[redacted] confirmed his statement, and again reiterated that he believed [redacted] lived closer to the Long Island (Hewlett) Office, and was switched to that office to save on travel expenses, but he stated he does not actually know [redacted] actual city address.

When asked about [redacted] replied, "*I didn't have a lot to do with that. He and* [redacted] *had a conversation, I have no idea.*" [redacted] did not recall any MapQuest map being created for [redacted] prior to his arrival in Binghamton, stating that was between [redacted] He stated he was aware of the mileage, but does not know who created the map showing a mileage of over 50 miles from [redacted] ROR to his TDY station in Hewlett.

[redacted] coming to him about any voucher issues in February 2012, or early March 2012, even though [redacted] was the sole Logistics Chief during this time period. [redacted] believed that [redacted] was still communicating any issues with [redacted] back at the Region II Office because "*those two were buddies.*" [redacted] stated, "*he'd* ([redacted]) *do all his complaining to* [redacted] "*I don't remember him reaching out to me at all.*" [redacted] stated he was unaware that [redacted] ended up paying over $4,000 in travel expenses out of his own pocket due to his last voucher in Hewlett being rejected by the travel department at the JFO. [redacted] also could not recall transferring [redacted] from the Hewlett Office back to the Kirkwood Office in early March 2012 after the voucher incident, even though [redacted] had been demobilized from that very same position in mid-February. He also failed to recall having to transfer [redacted] again, after just three days in Kirkwood, to the Lake Placid, New York OFO, so that [redacted] could remain in full travel status, instead of being demobilized. After reviewing emails (**See Attached Exhibit #27**) showing his conversations with [redacted] talking

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about a move to Lake Placid, [redacted] stated the transfer was probably done because Lake Placid needed extra assistance to help with close-out procedures.

[redacted] stated he was never aware that [redacted] was in full travel status during his entire deployment at the Hewlett OFO, and stated that any travel status authorization would have come from [redacted]

TESTIMONY OF [redacted]

[redacted] confirmed that he was assigned to DR-4020/4031 in the greater New York area in the fall of 2011 and winter/spring of 2012 where he served as Deputy Logistics Chief (**See Attached Exhibit #35**). He confirmed that he shared this position title at times with [redacted] also confirmed his chain of command up to the Co-Logistics Chiefs, [redacted]

When questioned surrounding the circumstances of the sudden transfer/swap of [redacted] vaguely recalled that the "suddenness" of the transfer may have had something to do with [redacted] "*messing up a movement of equipment*" on or about October 6, 2011. However, [redacted] believed that the transfer had been discussed amongst senior staff in advance of this transfer due to [redacted] living near the Hewlett OFO, and therefore not needing to be paid travel costs. [redacted] could not recall any other specifics about this move or who was directly involved in the conversation; but he agreed that as Deputy Chief Logistics Officer, he would have been privy to these conversations.

[redacted] EEO complaint regarding the transfer because [redacted] recalled speaking with an EEO investigator at some point a few years ago.

[redacted] was then shown an email dated Thursday, October 6, 8:30 pm, from [redacted], to [redacted] the 1st line supervisor for the Kirkwood OFO, and to [redacted], the 1st line supervisor for the Hewlett OFO, with "Cc's" to [redacted] and other senior logistics officials (**Attached Exhibit #7**). The email ordered that [redacted] duty station be switched. [redacted] could not recall this specific email but again vaguely recalled the events surrounding this issue and believed the [redacted] was the ultimate official responsible for the transfer/swap of [redacted]

[redacted] was asked what his understanding was regarding [redacted] travel status while deployed in Long Island after his transfer from the Kirkwood OFO. [redacted] was placed in travel status due to excessive commuting times, road construction, and other issues. [redacted]

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believed that there were a number of individuals who received waivers to the "50-mile" rule, which he believed were authorized by the Region II Regional Administrator; however he could not provide any specifics or single out any other individuals who may have received this waiver. [redacted] was not aware of the specific rules regarding waivers for the 50-mile rule which mainly dealt with Watch Employees and other essential personnel on 12+ hour shifts. He stated that he just believed that there were multiple individuals at DR-4020/4031 who received these waivers, and he did not believe that it was unusual that [redacted] had also received one.

[redacted] was then shown two vouchers for [redacted] the first covering the travel dates of November 7, 2011, through November 20, 2011, and the second covering the dates of November 21, 2011, through December 4, 2011 (**See Attached Exhibit #28**). [redacted] confirmed that the authorizing signature on both vouchers was his own, and confirmed that he was authorized by the JFO HR department to approve vouchers for individuals under his chain of command. [redacted] was asked to review the entire voucher and provide any evidence of a waiver that should have been included with the voucher based on his prior testimony. [redacted] confirmed that there was no waiver in the voucher paperwork stating, "*I screwed up, I should have confirmed that a waiver was attached to the voucher.*"

[redacted] also vaguely recalled an issue with one or more of [redacted] vouchers being rejected at some point and initially told FIID that he thought [redacted] the Federal Coordinating Official (FCO) had become involved and told the senior logistics staff that "we need to solve this voucher issue." At the end of the interview, while composing his signed, sworn statement, [redacted] changed his testimony to say that he wasn't sure [redacted] was involved and could not recall any specifics regarding the rejected voucher(s), other than he recalled [redacted] asking senior staff about how to resolve the rejected voucher. [redacted] believed that [redacted] was gone at this point in time, and that the matter would have been handled solely by [redacted]. [redacted] also stated that he did not recall any MapQuest maps attached to any of [redacted] vouchers that showed a distance of approximately 52.5 miles from [redacted] ROR to the Hewlett OFO.

[redacted] could not recall the specific reason that [redacted] was suddenly transferred back to the Kirkwood OFO in early March after his last voucher was rejected; but believed it would have been to assist staff on closing the OFO. [redacted] was questioned why [redacted] would have been sent there since [redacted] who had the same title/functions/duties as [redacted], and had just been demobilized from that position due to the need to release per diem individuals from that office[14]. [redacted] stated, "*I can't answer that, I don't remember.*" [redacted] also could not recall that [redacted] was removed from his position in Kirkwood in just three days after the Comptroller,

[14] Per [redacted] sworn EEO testimony on attached exhibit #26.

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[redacted] found out about the transfer, and ordered that [redacted] be removed from Kirkwood.

[redacted] vaguely recalled that [redacted] was then moved to Lake Placid, NY, to close down that particular office, but could not recall the specific time frame, or how long [redacted] remained in Lake Placid.

[redacted] confirmed that as Deputy Logistics Chief during DR-4020/4031, he would have been aware of all movements and transfers of logistics personnel during his deployment, and should have been aware of all discussions regarding these movements and transfers. [redacted] also concurred that as an authorizing official, it is his responsibility to fully review all travel vouchers before signing, to make sure they were complete and accurate.

Additional Witnesses:

FIID also conducted interviews with the following DR-4020/4031 staff as part of this investigation: [redacted] Although they were unable to provide substantive testimony, either due to lack of direct knowledge of the issue in question and/or the amount of time elapsed since this matter took place, their testimony is included as attached exhibits #32, #33, #34, #37, #39, and #41.

SUMMARY

[redacted] and other senior logistics officials conspired to alter MapQuest route directions in order to allow [redacted] to be placed in full travel status and collect travel benefits.

[redacted] admitted during his interview with FIID that he had expressed an interest, early in the disaster event, to work at the Hewlett Office, due the office's proximity to his ROR. Senior logistics officials, including [redacted] all confirmed that they were aware of this request, therefore, the sudden movement/transfer of [redacted] to the Hewlett OFO on October 6, 2011, was not surprising to any of them.

However, once [redacted] determined his actual mileage to the Hewlett OFO, and the fact that he would not be in full travel status and would have to commute 45+ miles each day, through well-

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known New York traffic patterns, he questioned his earlier desire for this transfer. [redacted] admitted that he spoke with Logistics Chief [redacted] and expressed his reluctance about being transferred to the Hewlett OFO due to the anticipated long commute times each day. According to [redacted] responded, "I'm going to take care of you."

Based on the only historical evidence FIID was able to gather for that time period, an email dated Friday, March 2, 2012, from [redacted] **(See Attached Exhibit #29)** in which she pulled current route directions from four different travel websites (Rand McNally, MapQuest, Yahoo Maps, and Google Maps). The route directions showed estimated driving times of 1 hour, 4 minutes via Yahoo Maps, 1 hour, 6 minutes via Google Maps, 1 hour, 8 minutes via MapQuest Maps, and 90 minutes via Rand McNally. Although the email is time-stamped at 10:55 am, FIID was unable to determine the exact time of the day that Cunningham pulled this information from the respective websites, therefore no determination can be made as to whether this estimate was made during, or after, normal rush hour patterns. In addition, these driving time estimates are six months after the storm event, therefore, there is some likelihood that driving times were slightly longer in early October 2011, just 5-6 weeks after the storm event.

Evidence clearly shows a quickly unfolding event, in the span of 33 minutes on October 7, 2011, wherein [redacted] conspired to create an alternate route, via MapQuest route directions, in which it was made to appear that [redacted] lived more than 50 miles from his new TDY assignment. The justification made by [redacted] to the then Comptroller, [redacted] sometime after October 7, 2011, was that the normal route[15], which was under 50 miles, was not passable due to heavy road construction, blocked lanes, and/or possibly a bridge that was allegedly closed.

During their testimony to FIID, all three individuals admitted that they had no evidence that any of these issues were truthful at that time, since none of them had actually driven any of the three recommended routes, all clearly under 50 miles, from [redacted] ROR to the Hewlett OFO. Evidence gathered for that time period showed no road, lane, or bridge closures along any of the recommended routes. While FIID cannot refute that commuting times may have approached 1-2 hours each way along any of the routes due to normal New York traffic delays, any other claims of road closures was unfounded.

[15] There is no evidence that [redacted] or any other logistics official provided [redacted] with the information that [redacted] had multiple route options to take to the Hewlett OFO which were all under 50 miles. When interviewed by FIID, [redacted] could only recall that there were some "voucher issues" during his tenure, but he could not recall any specific issues or any names associated with the issues (See Attached Exhibit #34).

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[redacted] agreed that she forwarded the altered MapQuest route directions to [redacted], via email; however she denied creating the maps, and could not recall who else might have created the maps. She admitted knowing [redacted] lived within 50 miles of the Hewlett OFO, and was aware that he was in full travel status from his first day reporting to the Hewlett OFO, but claimed she could not recall who authorized the travel status.

[redacted] admitted that he "might" have created the maps, but could not actually recall doing so. He claimed that they were definitely not created by the other senior logistics staffers, [redacted] also believed he had conversations with the Comptroller, [redacted] travel status which he admitted was based on misleading traffic information that [redacted] confirmed was never verified by himself or any other senior staff. [redacted] also gave permission for [redacted], via the previously identified email dated November 7, 2011 (**Attached Exhibit #12**), to leave out attaching the altered MapQuest route directions from any subsequent vouchers, thereby hindering any attempts to audit the proffered route by any other travel staff.

Based on the above information and the applicable policies in effect during the relevant time period (**See Attached Exhibit #43**), there is sufficient evidence to conclude that the $31,481.61 that [redacted] vouchered (**See Attached Exhibit #30**) while deployed at the Hewlett OFO from October 2011 through March 2012 was based on misleading information provided by the above named officials. [redacted] was able to voucher $31,481.61 because of misleading information he and his supervisors provided when submitting the vouchers.

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200-2017 ROI Exhibit List

1. FEMA Directive 126-2, Per Diem and Miscellaneous Travel Expenses, Signed November 23, 2011.

2. Google Map Print-out showing three suggested routes from [redacted] ROR to his TDY Location at the Hewlett Operational Field Office all under 47 miles.

3. MapQuest Route Directions showing an altered Non-Direct route of 52.51 miles.

4. MapQuest Route Directions showing two suggested routes of 45.2 miles and 45.7 miles.

5. FoleyServices.com list of road closures during Hurricane Irene 2011.

6. [redacted] Expense Voucher #00031355 covering travel expenses from 9/26/2011 through 10/7/2011.

7. Email chain dated Thursday October 6, 2011, and Friday October 7, 2011 from [redacted]

[redacted] WebTA record for [redacted] covering the time period of September 25, 2011 through October 8, 2011.

9. [redacted] Expense Voucher #00031333 covering travel expenses from 10/10/2011 through 10/23/2011.

10. MapQuest Route Directions from Rockville Centre Inn to [redacted] ROR, and to the Hewlett OFO.

11. String of e-mails between [redacted] all dated October 7, 2011.

12. Multiple e-mails between [redacted] dated October and November 2011, discussing altered MapQuest route directions and traffic issues.

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13. Copy of e-mail dated October 12, 2011, showing [redacted] stated work schedule for the Hewlett OFO.

14. Copies of [redacted] records from September 2011 through April 2012.

15. Enlarged MapQuest Route Directions showing both suggested route and altered route provided by [redacted]

16. FEMA Policy/Procedure Memorandum, Number 003, Effective October 5, 2011 for all DR-4020/4031 Staff with guidelines for checking out of hotels during home weekend visits.

17. Multiple e-mails between [redacted] dated March 2, 2012 through March 6, 2012 regarding issues with travel voucher.

18. Multiple e-mails showing assistance given by [redacted] regarding his travel voucher dilemma, dated March 2012.

19. Copy of EEO Affidavit of [redacted] dated June 12, 2013.

20. [redacted] Expense Voucher # (Unknown) Covering period of travel from February 14, 2012 through February 27, 2012.

21. Copies of [redacted] JPMorgan Chase credit card statements covering the period of September 2, 2011 through July 10, 2012.

22. [redacted] Expense Voucher # (Unknown) covering the period of travel from March 6, 2012 through March 17, 2012.

23. Copy of EEO Affidavit of [redacted] dated October 23, 2012.

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24. Copy of Tollsmart historical record for all toll amounts between [redacted] ROR and the Hewlett OFO, showing maximum toll amount during deployment would have been $87.30 per week with a transponder.

25. Condensed "org" chart created by FIID showing direct chain-of-command between [redacted] and top logistics officials.

26. Copy of EEO Affidavit of [redacted] dated May 20, 2013.

27. Copy of emails between [redacted] regarding transfer to Lake Placid, New York OFO.

28. [redacted] Expense Vouchers #00045688 & #00051113, covering the periods of travel from November 7, 2011 through November 20, 2011, and November 21, 2011 through December 4, 2011, authorized by [redacted]

29. Copy of e-mail chain from [redacted] showing her review of different map programs with mileage and driving time estimates dated Friday, March 2, 2012.

30. Copy of graph created by [redacted] showing voucher amounts for [redacted] from July 2011 through February 2012.

31. Copy of e-mail retrieved from historical records, dated October 13, 2011, showing issues with back-log in filing, auditing, and payment of vouchers during DR-4020/4031.

32. Copy of Interview Memorandum with [redacted] on November 21, 2017.

33. Copy of Interview Memorandum with [redacted] on November 20, 2017.

34. Copy of Interview Memorandum with [redacted] on November 22, 2017.

35. Copy of Interview Memorandum with [redacted] on January 12, 2018 w/attachments.

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36. Copy of Interview Memorandum with [redacted] on December 18, 2017 w/attachments.

37. Copy of Interview Memorandum with [redacted] on January 17, 2018 w/attachments.

38. Copy of Interview Memorandum with [redacted] on January 25, 2018 w/attachments

39. Copy of Interview Memorandum with [redacted] on January 23, 2018 w/attachments.

40. Copy of Interview Memorandum with [redacted] on January 25, 2018 w/attachments.

41. Copy of Interview Memorandum with [redacted] on January 25, 2018 w/attachments.

42. Copy of Interview Memorandum with [redacted] on February 2, 2018 w/attachments.

43. Summary of Policies in Effect during the Applicable Time Period.

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Exhibit #1

PER DIEM AND MISCELLANEOUS TRAVEL EXPENSES

I. Purpose

This Directive establishes Federal Emergency Management Agency's (FEMA) policy governing per diem (including actual expenses) and miscellaneous travel expenses.

II. Scope

This Directive applies to all FEMA travelers.

III. Policy and Procedures

A. General

1. Employees on official Government travel shall be paid on a per diem basis. The per diem basis reimbursement shall not exceed the General Service Administration (GSA), Department of Defense (DOD) or State Department established per diem rate for the location of the Temporary Duty (TDY) location.

2. In exceptional cases, when lodging and/or meals cannot be secured at the established rate, the actual expense basis of reimbursement may be authorized. The maximum amount that you may be reimbursed under actual expense is limited to 300 percent (rounded to the next higher dollar) of the applicable maximum per diem rate (lodging portion plus meals and incidental expenses (M&IE)). See Section III.E., "Eligibility for Actual Expenses".

3. Official TDY travel begins at the time an employee leaves his/her Record of Residence (ROR), Official Station (OS), or other authorized point of departure (point of origin) and ends when the traveler returns to his/her point of origin.

4. This Directive describes both the per diem and actual expense allowance methods. In addition, this Directive outlines the policies pertaining to miscellaneous expenses, such as laundry/dry cleaning, internet access, and Automatic Teller Machine (ATM) withdrawal fees. Miscellaneous travel expenses may be reimbursed when authorized by an Approving Official.

B. **Eligibility for Per Diem**

1. An employee (and Invitational Travelers) may be eligible for per diem when authorized to perform official travel at least 50 miles away from his/her OS and/or is in "travel status" for more than 12 hours (usually overnight). The TDY location determines the maximum per diem allowance. This allowance is an established daily amount intended to provide for an employee's daily lodging and M&IE while on TDY.

2. Employees are eligible for per diem when all of the following conditions have been met:

   a. Per diem has been authorized on the travel authorization (TA) by an Approving Official; and

   b. When an employee is performing official travel at least 50 miles from his or her OS; and

   c. An employee has been in "travel status" for more than twelve hours.

3. Per diem allowances are not allowed at an employee's ROR/OS or within the vicinity of the employee's ROR/OS (within 50 miles).

   However under FEMA Directive 123-1, "Emergency Lodging and Emergency Food for Operational Support", FEMA may provide emergency lodging or emergency food for Designated Watch Employees who must remain present for duty to respond to the emergency or disaster, and when actual or anticipated emergency conditions render it likely that travel between the employee's ROR and OS will be physically dangerous or impossible, rendering the Designated Watch Employee unavailable for emergency response duties as required by Federal law.

C. **Per Diem Reimbursement Rate**

1. Per Diem Allowance Summary

   a. The following table provides employees with official resource links and information concerning per diem rates for various types of Government travel. These may be used to determine the appropriate per diem rate based on the applicable TDY location (primary worksite).

   b. Employees unable to secure accommodations in the locality specified on their approved TA must find lodging at an alternate location. However, the per diem allowance will remain consistent with that of the original location shown on the approved TA. For circumstances beyond an employee's control, see Section III.E.2.

c. The per diem rates provided under these regulations represent the maximum allowable. These rates are established in an effort to ensure the essential needs of Federal travelers are met while on official travel for the Government and are usually updated annually.

For travel in:	Rates set by:	For per diem rates:
CONTINENTAL UNITED STATES (CONUS) MAXIMUM PER DIEM RATE FOR THE LOCALITY	General Services Administration (GSA)	• For per diem, see applicable Federal Travel Regulation (FTR) Per Diem Bulletins issued periodically by the Office of Government wide Policy, Office of Transportation and Personal Property, Travel Management Policy, and available on the Internet at http://www.gsa.gov/perdiem for actual expense, see 41 Code of Federal Regulation (CFR) 301-11.303 and 301-11.305.
OUTSIDE CONTINENTAL UNITED STATES (OCONUS) and NON-FOREIGN AREAS	Department of Defense (Per Diem, Travel and Transportation Allowance Committee (PDTATAC)	• Per Diem Bulletins issued by PDTATAC and published periodically in the Federal Register or Internet at https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html (rates also appear in section 925, a per diem supplement to the U.S. Department of State Standardized Regulations (Government Civilians—Foreign Areas)). • Alaska, Hawaii, the Commonwealths of Puerto Rico, Guam and the Northern Mariana Islands, and the territories and possessions of the United States are defined by the FTR as non-foreign. • For purposes of travel approval authority, FEMA treats Non-Foreign Areas as domestic travel.
FOREIGN AREAS	U.S. Department of State	• A per diem supplement to section 925, U.S. Department of State Standardized Regulations (Government Civilians—Foreign Areas and available on the Internet at www.state.gov). • For purposes of travel authority, FEMA defines Foreign Areas as International travel.

D. Per Diem Allowance

Per diem allowance consists of two components: lodging and M&IE. Generally, the TDY location determines the maximum per diem reimbursement rate, which cannot be exceeded (see exceptions in Section III.E - "Eligibility of Actual Expenses").

Per Diem Allowance = Lodging Allowance + M&IE Allowance

1. Lodging Allowance

   a. The lodging allowance includes expenses for overnight sleeping facilities in hotels, motels, inns, and other lodging establishments. The lodging allowance also includes the costs of personal use of the room during the daytime and service charges for fans, air conditioners, and heating units furnished in the room when such charges are not included in the room rate. The lodging allowance is normally sufficient to pay for convenient and safe lodging facilities.

   b. Employees are required to make all reservations through the FEMA Travel Management Center (TMC). The TMC will ensure that the lodging rate is at the GSA established rate and make certain that it is in compliance with the Hotel and Motel Fire Safety Act of 1990.

c. If an employee does not have access to FEMA's TMC, and would like to verify lodging rates and/or reserve lodging facilities, they may do so through FedRooms. FedRooms is an official government-wide, government-managed lodging program. FedRooms rates are negotiated specifically for Federal employees (civilian and military) on official government travel. All rates are at or below per diem and all U.S. hotels are FEMA certified. FedRooms rates are available at www.fedrooms.com

d. The payment of a deposit for lodging prior to check-in at a lodging facility is allowed when a lodging facility requires an advance deposit to reserve lodging accommodations. If an employee fails to perform scheduled official travel and thus forfeits the advance deposit, he or she must reimburse the Government for the amount of the forfeited advance deposit if the failure to perform scheduled official travel occurred for reasons not acceptable to FEMA as determined by the employee's Approving Official.

e. In special and unusual circumstances, employees may require reimbursement for dual lodging while on TDY travel. Dual lodging may occur when an employee has obtained lodging at two different lodging locations on the same day. For example, dual lodging may occur when an employee is on TDY travel at a TDY location (primary worksite), and due to mission requirements, is required to travel to a second TDY location (secondary worksite). If an employee has lodging at his or her primary worksite and is unable to check-out of the primary worksite lodging without incurring substantial cost or penalties, the employee may be reimbursed for lodging at the primary worksite in addition to lodging at the secondary worksite. Dual lodging requires authorization by the appropriate Approving Official.

2. M&IE Allowance

M&IE Allowance = Meals (Breakfast, Lunch, and Dinner) + Incidental Expenses

a. M&IE allowance is a fixed amount allowed for meals and incidental expenses related to subsistence.

b. When an employee is on TDY travel status for more than 12 hours, but less than 24 hours without staying overnight and incurring lodging expenses, the Approving Official may approve the employee for an allowance of 75 percent of the M&IE applicable to the TDY location.

c. When an employee is on TDY travel status for 24 hours or more, the allowance on the day of departure is 75 percent of the M&IE allowance applicable to the TDY location and is 100 percent of the M&IE allowance applicable to the TDY location or stopover point(s) on full days of intervening travel. The allowance on

the last day of TDY travel (return to OS) is 75 percent of the M&IE allowance applicable to the previous day of travel.

d. An employee may receive 100 percent of the M&IE allowance while an employee is traveling between two or more TDY locations. In such case, the reimbursement of 100 percent of M&IE allowance will be based on the destination's worksite location.

e. M&IE allowance will be paid as shown in the following table:

When travel is:		Your allowance is:
More than 12 but less than 24 hours		75 percent of the applicable M&IE allowance for each calendar day you are in a travel status.
24 hours or more, on	The day of arrival at TDY location	75 percent of the applicable M&IE allowance.
	Full days in TDY status	100 percent of the applicable M&IE allowance.
	The day of departure from TDY location	75 percent of the applicable M&IE allowance.

f. Meals

i. The meals portion of M&IE accounts for expenses for breakfast, lunch, and dinner (specifically excluded are alcoholic beverages, entertainment expenses, and any expenses incurred for other persons).

ii. A breakdown of breakfast, lunch, and dinner components of the maximum daily reimbursement (per diem) rates for M&IE (for CONUS travel) is available on the following U.S. General Services Administration (GSA) website: http://www.gsa.gov/portal/content/101518 .

iii. A breakdown of the maximum daily reimbursement (per diem) rates for M&IE (OCONUS and Non-foreign areas) is available at the following U.S. Department of Defense website: http://www.defensetravel.dod.mil/site/perdiemCalc.cfm.

iv. A breakdown of the maximum daily reimbursement (per diem) rates for M&IE (for foreign areas) is available at the following U.S. Department of State website: http://aoprals.state.gov/content.asp?content_id=114&menu_id=92.

v. When a meal is furnished to an employee while on a TDY assignment at nominal or no cost to the employee, or is included in a registration fee, the employee's M&IE allowance must be reduced. For example, if lunch is provided, then the allowance for that individual meal must be deducted from his or her per diem. However, a meal provided by a common carrier or a complimentary meal provided by a hotel/motel does not affect an employee's per diem.

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g. Incidental Expenses

i. Incidental expenses, sometimes simply referred to as "incidentals," are covered under an employee's M&IE portion of the per diem allowance, and are expenses that are incurred as part of daily life during official Government travel activities.

ii. Incidental expenses include: (1) fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses and others on ships, and hotel servants in foreign countries; (2) transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the TDY site; and (3) mailing costs associated with filing travel vouchers and payment of Government-sponsored charge card billing.

iii. When there is no charge for lodging or meals on CONUS TDY travel, employees may be authorized to claim a flat rate for the incidentals portion of the M&IE allowance.

E. **Eligibility for Actual Expenses**

1. The actual expense reimbursement is an authorized payment of actual expenses incurred by an employee while on official travel that may occur when special or unusual circumstances beyond the employee's control preclude an employee from obtaining lodging and/or M&IE using the established per diem rate. Actual expenses up to 150 percent of the established per diem rate may only be approved by the appropriate Approving Official. Actual expenses greater than 150 percent and up to 300 percent may only be approved by the FEMA Office of Chief Financial Officer (OCFO). FEMA does not have the authority to increase the approval amount above 300 percent of the established per diem rate.

2. These special or unusual circumstances include, but are not limited, to:

a. Lodging and/or meal costs have escalated due to special events (i.e., sporting events, conventions, and natural or man-made disasters) in the area where lodging is sought;

b. Costs to commute to/from an alternate location nullify most or all of the savings achieved from occupying less expensive lodging;

c. Mission requirements; and

d. Reasons justified and approved by the Approving Official and/or FEMA OCFO.

3. Actual expenses will not be authorized solely on the basis of an employee's preference.

4. An employee must request actual expense reimbursement on the TA prior to traveling and it must be pre-approved by the Approving Official. The reason(s) for actual expense reimbursement of travel must be documented. The documentation (i.e., the names and rates at each hotel) must show that multiple hotels were contacted and that no lodging was available within the approved Federal Government rate. If an employee has already commenced travel and special and unusual circumstances occur requiring actual expense reimbursement, the employee must obtain written approval from the appropriate Approving Official and file an amended TA after approval is complete. If an employee is authorized to use actual expense reimbursement, the employee is required to itemize all expenses, including meals (each meal must be itemized separately). Employees are also required to itemize transportation expenses between places of lodging/business and places where meals are taken when dining facilities are not readily accessible. The only exceptions to this itemization requirement are the expenses identified in Sections III.E.5 and III.E.7.

5. Actual miscellaneous expenses that do not occur daily may be recorded on the date incurred or summarized for a period not to exceed one week. Such expenses include:

   a. Laundry/dry-cleaning;

   b. Parking fees;

   c. Local public transportation fees;

   d. Personal calls; and

   e. Business calls.

   For example, if an employee incurs $14 in laundry expenses over seven days of TDY travel, the employee may claim the total of $14 on the seventh day.

6. When authorized actual expense reimbursement and an employee's actual expenses are less than the locality per diem rate(s) or the authorized amount, reimbursement is limited to the expenses incurred. Below are two examples demonstrating this policy:

   Example 1:

   The GSA locality per diem rate for M&IE in a given location may be $46.00 ($7.00 for breakfast, $11.00 for lunch, $23.00 for dinner, and $5.00 for incidentals). In order to participate in a meeting luncheon, an employee requests $28.00 for the lunch

portion of the MI&E for a total $63.00 MI&E ($7.00 for breakfast, $28.00 for lunch, $23.00 for dinner, and $5.00 for incidentals). The actual MI&E expense incurred by the employee was for a total of $61.00 ($8.00 for breakfast, $28.00 for lunch, $20.00 for dinner, and $5.00 for incidentals). The employee reimbursement is limited to the actual amount incurred of $61.00.

Example 2:

The GSA locality per diem rate for M&IE in a given location may be $46.00 ($7.00 for breakfast, $11.00 for lunch, $23.00 for dinner, and $5.00 for incidentals). In order to participate in a meeting luncheon, an employee requests $28.00 for the lunch portion of the MI&E for a total $63.00 MI&E ($7.00 for breakfast, $28.00 for lunch, $23.00 for dinner, and $5.00 for incidentals). The actual MI&E expense incurred by the employee was for a total of $40.00 ($2.00 for breakfast, $28.00 for lunch, $5.00 for dinner, and $5.00 for incidentals). The employee reimbursement is limited to the actual amount incurred of $40.00.

7. However, for M&IE, if the amount to be claimed does not exceed the applicable M&IE per diem amount, itemization is not required.

F. Mixed Travel Subsistence Allowance (Per Diem and Actual Expenses during the Same Trip)

1. Mixed TDY travel occurs when an employee is approved for both per diem and actual subsistence on their TA, during the same trip. Mixed travel may be authorized if an employee will be in two different locations within the same occurrence of TDY travel, and the employee incurs actual expenses at one location and per diem expenses at the other. For example, an employee who is working at the Louisiana Recovery Office (RO) in New Orleans, where the employee is approved for per diem allowance, may be asked to spend several days in Baton Rouge, where hotels are only available above the established per diem rate. For the day that the employee leaves New Orleans and arrives and lodges in Baton Rouge, the employee should request special authorization of reimbursement on an actual expense basis for this portion of the trip.

2. When mixed TDY travel is authorized during a single trip, only one method of reimbursement will be authorized for any given calendar day. The employee's travel status and location at the end of any given day determines the method of reimbursement for that day. In addition, the beginning and ending time of the actual expense portion of the TDY travel, in addition to the amount authorized, must be clearly identified on the TA.

G. Circumstances that May Cause Adjusted Per Diem Reimbursement

1. Lodging aboard an Airplane, Train, Bus, or Ship - The lodging allowance does not include accommodations on airplanes, trains, buses, or ships. These costs are

considered transportation costs. When employees are provided lodging on these types of vessels, an allowance for lodging will generally not be allowed. Only the M&IE will be allowed.

2. Lodging aboard Government Vessel - For TDY travel aboard Government vessels where meals and lodging are furnished at no cost or at a reduced cost, FEMA may reduce the GSA established per diem rate appropriately. The term "Government vessel" includes vessels owned and operated, leased and operated, or chartered by the Government.

3. On a case by case basis, the lodging portion of per diem may be allowed if an employee is stranded by common carriers beyond their control and must obtain lodging for an additional night. However, in this case, the employee must obtain prior approval or immediately upon their return from the trip.

4. Staying with Friends or Relatives While on Official Travel - If an employee on TDY obtains lodging from a friend or relative, with or without charge, the employee may be reimbursed for additional costs that the host incurs in accommodating the employee, only if the host is able to substantiate the costs and FEMA determines these costs to be reasonable. In such instances, the additional costs must be substantiated (with receipts) and authorized by the Approving Official. FEMA will not reimburse an employee the cost of comparable conventional lodging in the area or a flat "token" or nominal amount that cannot be supported.

5. Sharing a Hotel Room

   a. If an employee on TDY travel shares a hotel room with another Government employee while on official travel, each employee is limited to one-half of the double occupancy rate. Each employee is responsible for receiving and submitting separate lodging receipts for proper reimbursement. If the person sharing the room is not a Government employee, the employee's reimbursement is limited to the single occupancy rate.

   b. If an employee chooses to take a spouse, other family members, or friends along as a guest while on a TDY assignment, FEMA will not allow expenses for that guest. Any additional costs incurred for the guest must be borne by the employee. Any travel claims made for this purpose will not be reimbursed.

6. Conferences/Meetings - In the event of a conference, conference planners may authorize attendees an additional 25% over the established per diem rate for the location of the conference. The approval for the increased rate must be noted on the TA and supported by a conference itinerary.

7. Continuation of Per Diem at Point of Interruption

   a. An employee who interrupts the TDY assignment because of an incapacitating illness or injury and takes leave of any kind shall be allowed a per diem allowance, as appropriate, not to exceed the maximum rates prescribed for the location where the interruption occurs. Such per diem may be continued for a reasonable period, normally not to exceed 14 calendar days (including fractional days) for any one period of absence, if authorized by an Approving Official.

   b. If justified by the circumstances of a particular case, a longer period may be approved by FEMA.

H. **Miscellaneous Expenses**

1. General

   a. Miscellaneous expenses include any necessary authorized expenses that are incurred on TDY travel and are not included in transportation or per diem. Such expenses should be estimated and included in the TA and must be authorized by the Approving Official. Employees must itemize and identify all miscellaneous expenses on the travel voucher. If an employee identifies an expense as miscellaneous, he or she must provide additional information describing it and providing justification for the expense. Receipts shall be required for any claim for a miscellaneous expense in excess of $75. If it is not possible to obtain a receipt, the voucher must include a statement of the reason(s) therefore.

   b. Reimbursable miscellaneous expenses may include the following common expenses:

      i. ATM transaction fees - If cash advances/withdrawals are taken using a Government-issued travel charge card, only machine user fees are reimbursable along with the ATM transaction fees charged by the charge card issuing bank. Both fees are reimbursable on the travel voucher. Fees for withdrawals taken from personal (i.e. non-Government issued) charge cards are not reimbursable. The actual dollar amount withdrawn is covered through an employee's per diem.

      ii. Checked baggage transportation/storage fees (excess baggage must be authorized) - Checked baggage up to a certain weight and size limit may be transported without charge or for a set fee by the common carrier. Fees charged by common carriers to check baggage are reimbursable, in addition to expenses detailed in Section III.H.2, "Checked Baggage Fees".

      iii. Energy surcharges - Energy surcharges are reimbursable as itemized miscellaneous expenses. A variable energy surcharge will be included as a separate line item on each invoice. Energy surcharges are applied to deal

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with rising energy costs. Energy surcharges are generally a nominal fee that is added to the basic lodging rate of a facility and is not included in the rate that is initially stated when reserving a room.

iv. Lodging resort fees - Lodging resort fees are reimbursable as an itemized miscellaneous expense when they are not optional and not included in the rate that is initially stated when reserving a room.

v. Expenses related to the rental of vehicles - Expenses related to the rental of vehicles such as gasoline is reimbursable and should be itemized and identified as miscellaneous expenses. However, optional expenses associated with the rental of vehicles, such as electronic navigation systems, require prior approval for reimbursement. Employees are expected to refuel rental vehicles before returning the vehicle to the rental agency to avoid excessive refuelling charges.

vi. Internet - Internet expenses are reimbursable for official business use only if the employee has not been provided a Government-issued wireless device (i.e., blackberry tethering device, air card, etc.) (see Section III.H.3, "Internet").

vii. Laundry/Dry Cleaning - under certain conditions (see Section III.H.4, "Laundry/ Dry Cleaning").

viii. Lodging taxes (for domestic CONUS and non-foreign OCONUS travel) - Lodging taxes are reimbursed as itemized miscellaneous expenses and are not included as part of the lodging per diem (see Section III.H.5, "Lodging Taxes").

ix. Taxis - (see Section III.H.6, "Taxis").

x. Telephone calls - (see Section III.H.7, "Telephone Calls").

xi. Tips - Tips for service personnel assisting with the carrying of government equipment and taxi drivers are reimbursable (see Section III.H.8, "Tips").

xii. Travel system and FEMA TMC fees - The travel system and FEMA TMC charge fees for various transactions. Employees should consult the travel system or FEMA TMC for more information on these fees. Employees should understand these fees and minimize transaction costs. For example, transactions processed through the travel system typically result in lower fees than calling the FEMA TMC.

2. Checked Baggage Fees

a. Reimbursable baggage charges include:

i. Transportation charges for checked personal baggage authorized by an Approving Official;

ii. Charges for transferring and/or storage of baggage when charges are the result of official business, including but not limited to, charges for storing baggage at lodging facilities after checkout and prior to departure; and

iii. Charges for baggage containing mission-critical government equipment.

b. If the employee expects to check baggage, he or she should indicate expected baggage fees on the TA (as determined by individual common carriers).

c. Excess baggage fees should be indicated on the TA or travel voucher and will only be approved by the employee's Approving Official when:

i. Employees go on extended TDY travel (more than 30 days);

ii. Employees are carrying government equipment and materials; or

iii. Employee has special equipment needs that require accommodation under the Americans with Disabilities Act (ADA).

3. Internet

a. Internet expenses are reimbursable for official business use only. Where available, employees must use internet access provided by Government facilities to avoid incurring unnecessary expenses. Internet expenses are reimbursable for official business use only if the employee has not been issued a wireless device (i.e., blackberry tethering device, air card, etc.). For example, if an employee is attending a GSA-sponsored conference, the employee should use the GSA wireless internet service at the conference if available rather than incurring costs from a non-Government resource.

b. Expected internet expenses for official business use must be estimated on the TA and clearly identified on the travel voucher if incurred.

4. Laundry/Dry Cleaning

The expenses incurred for laundry and dry cleaning at a TDY location are reimbursable as a miscellaneous travel expense if the employee incurs a minimum of four consecutive nights lodging on official CONUS travel. An employee's allowance for laundry is not to exceed $15 per week. Laundry and dry cleaning expenses have not been removed from foreign per diem rates established by the U.S. Department of State, or from non-foreign OCONUS per diem rates established by the U.S.

Department of Defense. Claims for laundry and dry cleaning expenses incurred in foreign areas and non-foreign OCONUS areas are included in the M&IE portion of per diem as an incidental expense.

5. Lodging Taxes

   a. For CONUS and non-foreign OCONUS travel, lodging taxes are treated and reimbursed as a miscellaneous travel expense and are not included as part of the lodging portion of per diem.

   b. Lodging taxes are included, however, in the lodging per diem rates established by the U.S. Department of State for foreign OCONUS travel (referred to by the FTR as "foreign travel"), and are not separately reimbursable as a miscellaneous expense.

   c. Some states, cities, and local municipalities offer tax exemption certificates which, provided certain conditions are met, allow Federal employees an exemption from lodging taxes and result in savings to the Government. A partial list of locations exempt from the lodging tax and tax exemption certificates are located on the GSA website. To be eligible to receive a tax exemption, employees may be required to:

      i. Present the appropriate tax exemption certificate to the hotel clerk at the time of registration;

      ii. Furnish a copy of the official TA if asked by the lodging facility; and/or

      iii. Show Federal Government credentials and/or the Government-issued travel card if requested by the lodging facility.

   d. Employees must request the tax exemptions at all lodging facilities if available while on TDY. Supervisors should ensure that employees are aware of tax exemptions for TDY locations.

6. Taxis

   A taxi may be used while on TDY travel when no other transportation is reasonably available or if it is the least expensive method of transportation, including consideration of duty time lost due to mode of transportation.

7. Telephone Calls

   a. If an employee has been provided a Government-issued cell phone, the employee is not eligible for reimbursement of phone call expenses.

b. If an employee has not been provided a Government-issued cell phone, the employee may be allowed one brief (three to five minutes) telephone call to the employee's ROR daily or to a second party caring for personal property, children, or other dependents of the employee while on official Government business. The total cost of the telephone call(s) may not exceed $5.00 per day or a maximum of $15.00 for any one week (5-7 days) TDY assignment.

8. Tips

a. Employees may be reimbursed for tips up to 15% of taxi fares. Tips for taxis may be lumped into a single taxi fare expense, but the tip amount must be clearly indicated on the receipt for fare/tip costs in excess of $75 for a single trip.

b. Employees may be reimbursed for tips paid at transportation terminals for handling government property.

c. Tips will not be reimbursed as a separate expense when paid by the employee for handling personal baggage; such tips should be paid for using the incidentals portion of the M&IE per diem and at the employee's discretion.

d. For those employees with special needs as identified under the Americans with Disabilities Act (ADA), tips paid for handling personal baggage are reimbursable.

I. Travel Status During Non-Workdays (Weekends, Federal Holidays, or Other Non-Scheduled Workday)

The employee is allowed a subsistence allowance for non-workdays as long as he/she is in TDY travel status. The Approving Official may decide, based upon cost considerations, if it is more cost-efficient to the Government for the employee to return to his/her OS during the weekends/holidays while in TDY travel status. FEMA will determine, on a case by case basis, whether an employee will be reimbursed for non-workdays when the employee takes leave immediately (i.e., Friday or Monday) before or after the non-workday(s).

J. Other General Guidance

1. Receipts for lodging, airfare, rental car, and registration, regardless of the amount, are required. Receipts for all other travel expenses in excess of $75.00 for any single transaction are also required. For example, an employee who incurs $80.00 in taxi fees in a single day after taking trips in two taxis at $40.00 per trip is not required to provide receipts, since neither transaction is more than $75.00. However, if the two transactions are reported as one expense and exceed $75 it must be documented on the voucher.

2. An employee traveling on official business must exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

Incurring excess costs for services unnecessary or unjustified in the performance of official business are not reimbursable and would not define the behavior of a prudent traveler.

IV. Definitions

A. **Actual Expense Allowance:** An actual expense allowance is an authorized payment of actual expenses incurred by an employee while on TDY travel.

B. **Actual Expense Method:** The method by which an employee may be reimbursed for actual expenses incurred while on TDY travel.

C. **Approving Official:** This official is normally a staff or program official, branch chief or above, who has been delegated authority, in writing, to approve travel. Normally, the Approving Official is the employee's supervisor who has full knowledge of the purpose and requirements of the proposed travel.

D. **Common Carrier** - An organization that transports persons according to defined routes and schedules, and offers its services to the general public. Airlines, trains, bus lines, and ships may be common carriers.

E. **Incidental Expenses:** Allowable travel expenses that include:

(1) Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

(2) Transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the TDY site; and

(3) Mailing cost associated with filing travel vouchers and payment of Government sponsored charge card billings.

F. **Locality:** The location where an employee is authorized on a TA to do official Government business.

G. **Miscellaneous Expenses:** Allowable travel expenses which cannot be classified as either subsistence or transportation expenses.

H. **Per Diem Allowance:** A per diem allowance is an established daily amount intended to provide for an employee's daily lodging and M&IE while on authorized official TDY travel.

E. **Official Station (OS):** The OS of an employee is the location of the employee's permanent work assignment.

I. **Residence of Record (ROR):** An employee's home address as it appears in the FEMA payroll system.

J. **Temporary Duty (TDY):** An employee's travel status when he or she is performing official travel away from the local commuting area of his/her OS for more than 12 consecutive hours.

K. **Travel Authorization (TA) (also referred to as Travel Orders):** Written permission to travel on official Government business that must be approved by the employee's supervisor or another FEMA Approving Official with knowledge and authority over the assignment.

L. **Travel Management Center (TMC):** The Agency's designated travel management center for reserving lodging, common carrier, and rental cars.

M. **Travel Status:** The length of time (including the travel time) that the employee is away from his/her ROR/OS while performing official business.

N. **Travel Voucher:** A written request, supported by documentation and receipts where applicable, for reimbursement of expenses incurred in the performance of official travel.

V. Authorities

A. Federal Travel Regulation (FTR), Part 301-11, "Per Diem Expenses".

B. DHS Financial Management Policy Manual (FMPM), Chapter 3 "Financial Management and Accounting," Section 3.2 "Introduction to Bank Card Program and Official Travel Regulation," Part 3.2.4 "Travel Handbook," dated October 27, 2010.

VI. Responsible Office:

For any questions regarding this Directive, please send email to FEMA-TravelPolicy@fema.gov. For voucher reimbursement questions, please call the FEMA Finance Center Travel Help Line at 800-310-3169.

VII. Supersession

This Directive supersedes the following:

A. FEMA Travel Policy Manual 6200, Chapter 19, "Reimbursement of Subsistence Expenses"

B. FEMA Travel Policy Manual 6200, Chapter 20, "Miscellaneous Expenses"

C. CFO Bulletin #132 "Reimbursements of Per Diem for Travel within 65 miles of Permanent Duty Station".

VIII. References

A. Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391).
B. FEMA Directive 123-1, "Emergency Lodging and Emergency Food for Operational Support"

V. ~~Forms Prescribed~~

None

VI. Attachments

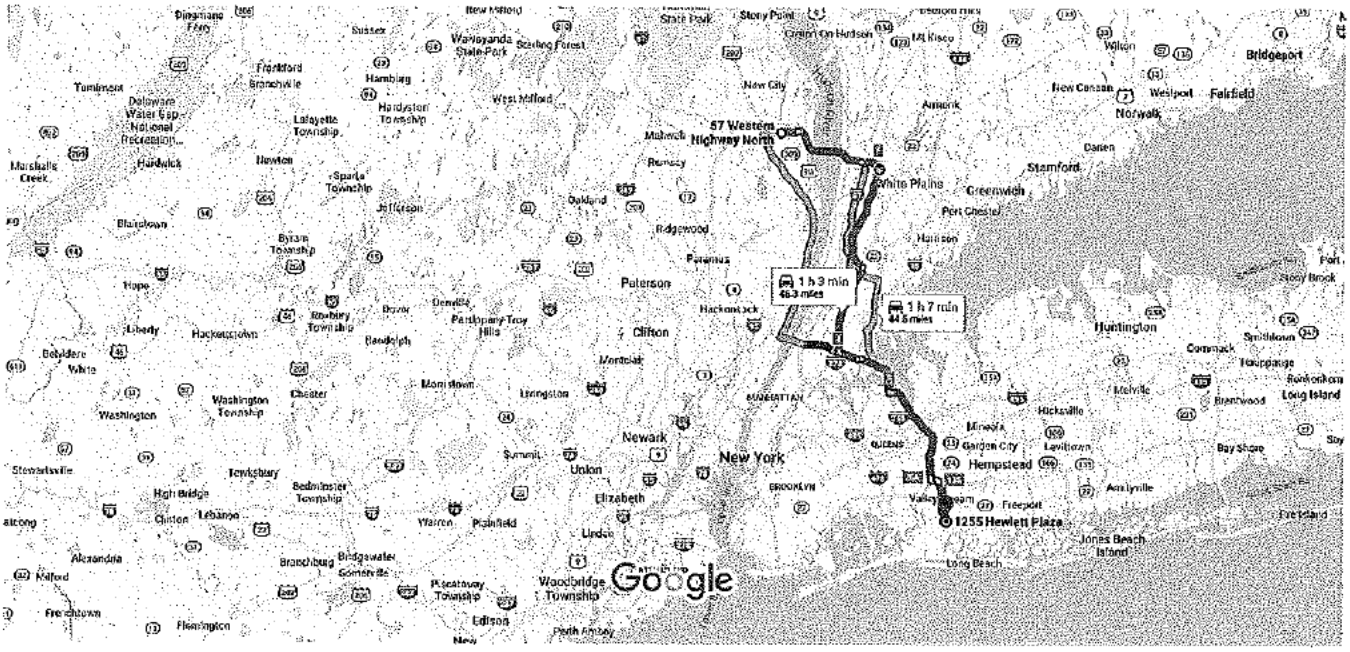
None

Norman S. Dong
Chief Financial Officer
Office of the Chief Financial Officer

Date: 11-23-11

Exhibit #2

Google Maps [redacted] West Nyack, NY Drive 46.3 miles, 1 h 3 min
10994 to 1255 Hewlett Plaza, Hewlett, NY 11557



Map data ©2018 Google 5 mi

via Sprain Brook Pkwy S — 1 h 3 min

Fastest route now, avoids crash past the Alexander Hamilton Bridge — 46.3 miles

⚠ This route has tolls.

via I-87 S — 1 h 7 min

44.5 miles

via Palisades Interstate Pkwy S — 2 h 25 min

Much heavier traffic than usual — 45.1 miles

EXHIBIT

tabbies

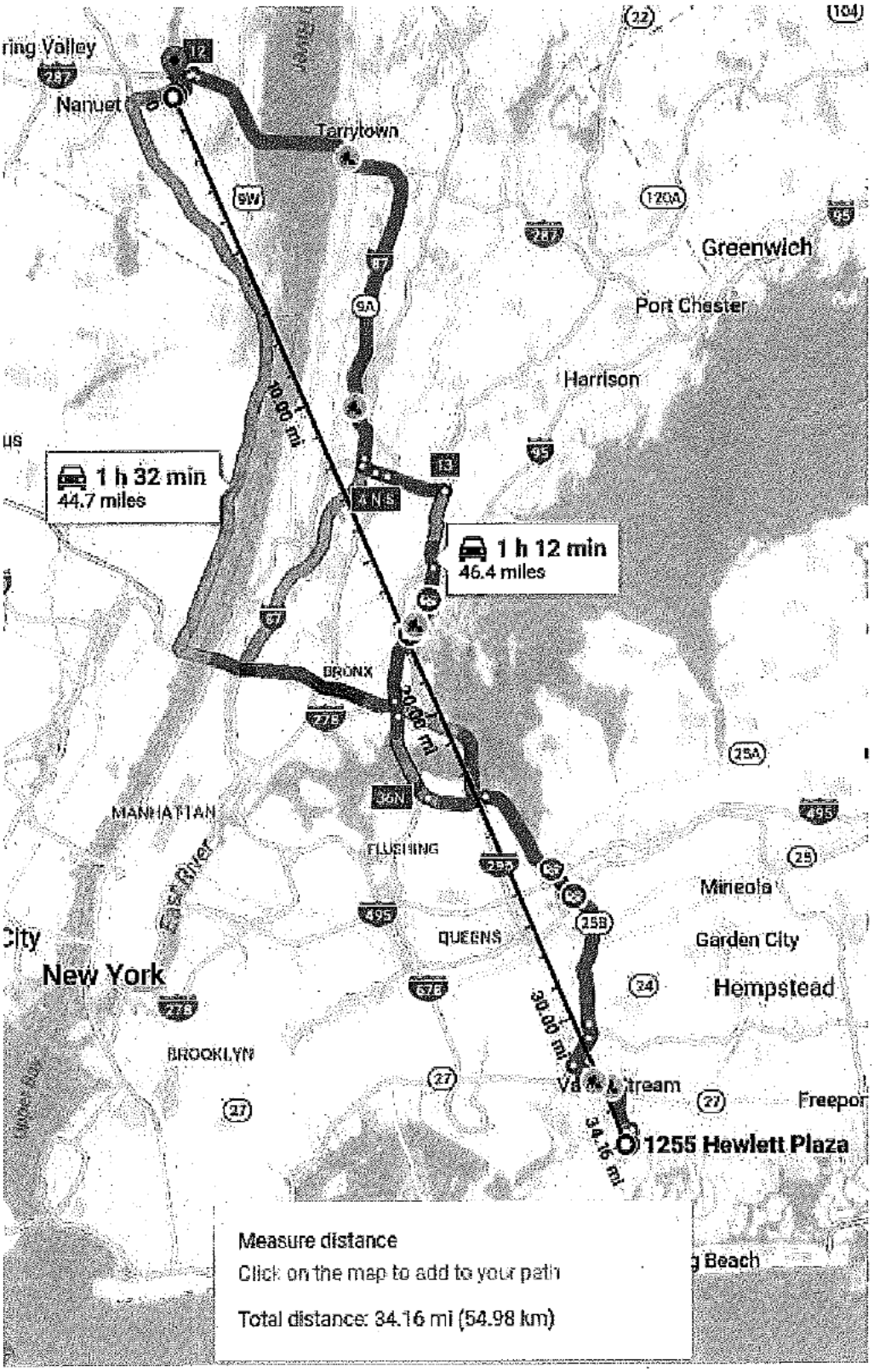

ring Valley
Nanuet
Tarrytown
Greenwich
Port Chester
Harrison
1 h 32 min
44.7 miles
1 h 12 min
46.4 miles
BRONX
MANHATTAN
FLUSHING
QUEENS
New York
BROOKLYN
Mineola
Garden City
Hempstead
1255 Hewlett Plaza
Measure distance
Click on the map to add to your path
Total distance: 34.16 mi (54.98 km)

Exhibit #3

EXHIBIT

tabbies

mapquest

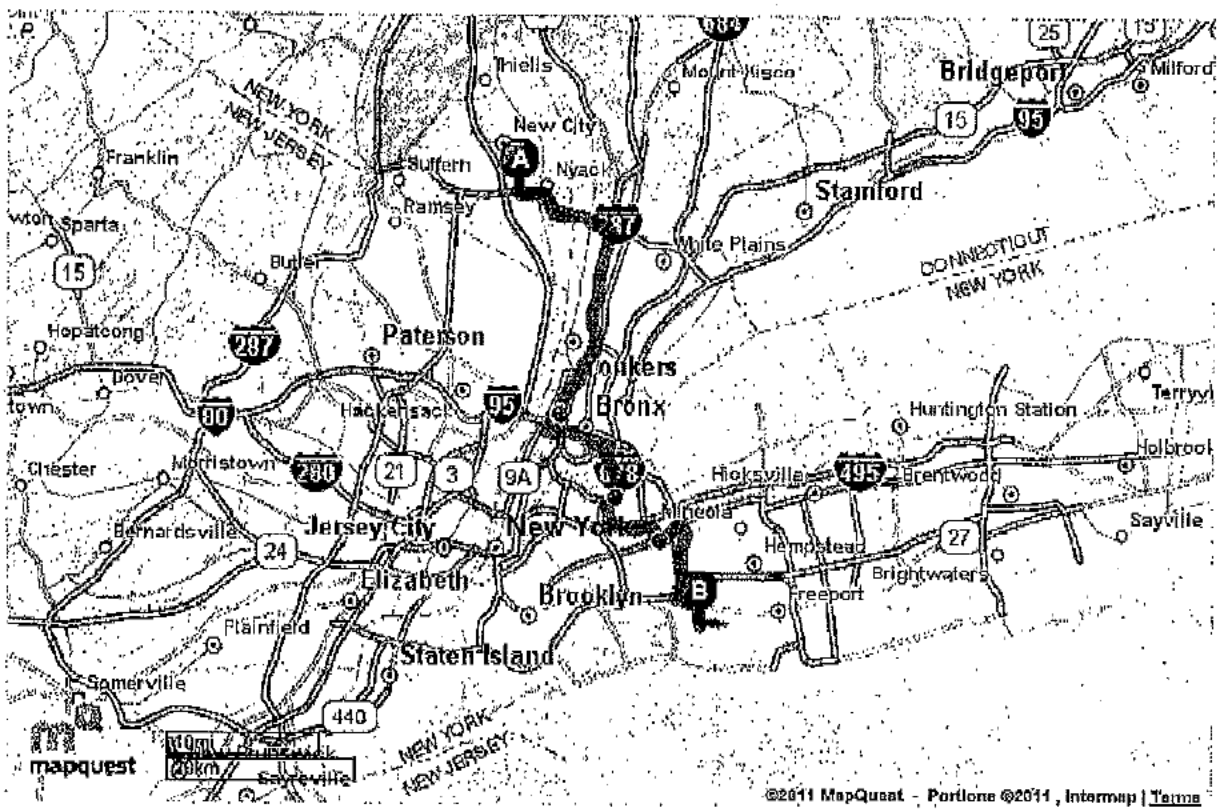
Trip to:
1255 Hewlett Plz
Hewlett, NY 11557-2009
52.51 miles
1 hour 19 minutes

Notes

		Miles Per Section	Miles Driven
	[redacted] West Nyack, NY 10994-2632		
	1. Start out going **south** on [redacted] toward **Doscher Ave.**	**Go 0.01 Mi**	0.01 mi
	2. Take the 1st **right** onto **Doscher Ave.** *If you reach Patterson Ave you've gone about 0.1 miles too far*	**Go 0.1 Mi**	0.1 mi
EAST 59	3. Turn **right** onto **RT-59 E.**	**Go 1.7 Mi**	1.8 mi
	4. Turn **left** onto **Mountainview Ave.** *Mountainview Ave is just past Central Ave* *Shell is on the right* *If you reach Kilby St you've gone about 0.2 miles too far*	**Go 0.04 Mi**	1.9 mi
SOUTH 87	5. Merge onto **I-87 S** (Portions toll). *If you reach Cindy Ln you've gone about 0.1 miles too far*	**Go 22.8 Mi**	24.7 mi
7N EXIT / NORTH 95	6. Merge onto **I-95 N / Cross Bronx Expy** via **EXIT 7N** toward **New Haven.**	**Go 4.8 Mi**	29.5 mi
6A EXIT / SOUTH 678 S	7. Merge onto **I-678 S** via **EXIT 6A** toward **Whitestone Br** (Portions toll).	**Go 6.4 Mi**	35.9 mi
12A EXIT	8. Take the **College Pt Blvd** exit, **EXIT 12A**, toward **I-495 E / LI Expwy / Eastern LI.**	**Go 0.2 Mi**	36.2 mi
	9. Turn **right** onto **College Point Blvd.** *If you are on 57th Rd and reach Lawrence St you've gone a little too far*	**Go 0.4 Mi**	36.5 mi
	10. Turn **left** onto **Horace Harding Expy S.** *Horace Harding Expy S is 0.2 miles past 58th Rd*	**Go 0.1 Mi**	36.6 mi
EAST 495	11. Merge onto **I-495 E / Long Island Expy** via the ramp on the **left** toward **Eastern L I.**	**Go 3.2 Mi**	39.9 mi

12. Take the **I-295 / Clearview Expwy** exit, **EXIT 27N-S**, toward **Bronx / Grand Central Pkwy**.	**Go 0.09 Mi**	39.9 mi
13. Merge onto **I-295 S / Clearview Expy** via **EXIT 27S** on the **left** toward **Grand Central Pkwy / RT-25 / Hillside Ave.**	**Go 1.3 Mi**	41.2 mi
14. Merge onto **Grand Central Pky E** via **EXIT 1** toward **Eastern Li East**.	**Go 1.6 Mi**	42.8 mi
15. Take the **Cross Island Pkwy / Winchester Blvd** exit, **EXIT 23**, toward **RT-495 / Alley Park**.	**Go 0.3 Mi**	43.1 mi
16. Merge onto **Cross Island Pky S** via the exit on the **left** toward **South Shore**.	**Go 5.8 Mi**	48.9 mi
17. Take **EXIT 24A** toward **Francis Lewis Blvd**.	**Go 0.07 Mi**	49.0 mi
18. Turn **slight right** onto **Francis Lewis Blvd**. *If you are on Francis Lewis Blvd and reach 234th St you've gone a little too far*	**Go 0.3 Mi**	49.3 mi
19. Turn **left** onto **Sunrise Hwy / S Conduit Ave / RT-27 E**. Continue to follow **Sunrise Hwy / RT-27 E**. *Sunrise Hwy is 0.1 miles past N Conduit Ave* *Rosedale Citgo is on the corner* *If you are on Francis Lewis Blvd and reach 245th St you've gone a little too far*	**Go 1.4 Mi**	50.7 mi
20. Turn **right** onto **Mill Rd**. *Mill Rd is 0.2 miles past Green Acres Rd E* *If you reach Hicks St you've gone about 0.1 miles too far*	**Go 1.7 Mi**	52.4 mi
21. Turn **left** onto **W Broadway**.	**Go 0.04 Mi**	52.5 mi
22. Take the 1st **right** onto **Hewlett Plz**. *Trader Joe's is on the corner* *If you reach Harris Ave you've gone a little too far*	**Go 0.05 Mi**	52.5 mi
23. **1255 HEWLETT PLZ** is on the **left**. *If you reach New St you've gone a little too far*		52.5 mi
1255 Hewlett Plz Hewlett, NY 11557-2009	**52.5 mi**	**52.5 mi**

Total Travel Estimate: **52.51 miles - about 1 hour 19 minutes**



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Patch DEALS $25 for $50 Toward Tuxedo Rental at Advance Formal Wear on Lynbrook Patch Get the Deal!

Exhibit #4

EXHIBIT

tabbies

mapquest

Sign up | Log in

Start Over

Where are you starting?

[redacted] West Nyack,

Where are you going?

1255 Hewlett Plz, Hewlett, NY

Find Places

Get Directions

Add Stop | Route Settings

Find a hotel & save!

Choose Your Route

Route #1 | Route #2 | Route #3

via Palisades Interstate Pkwy S t...

1hr 3min 45.2mi

Est. fuel cost: $3.62

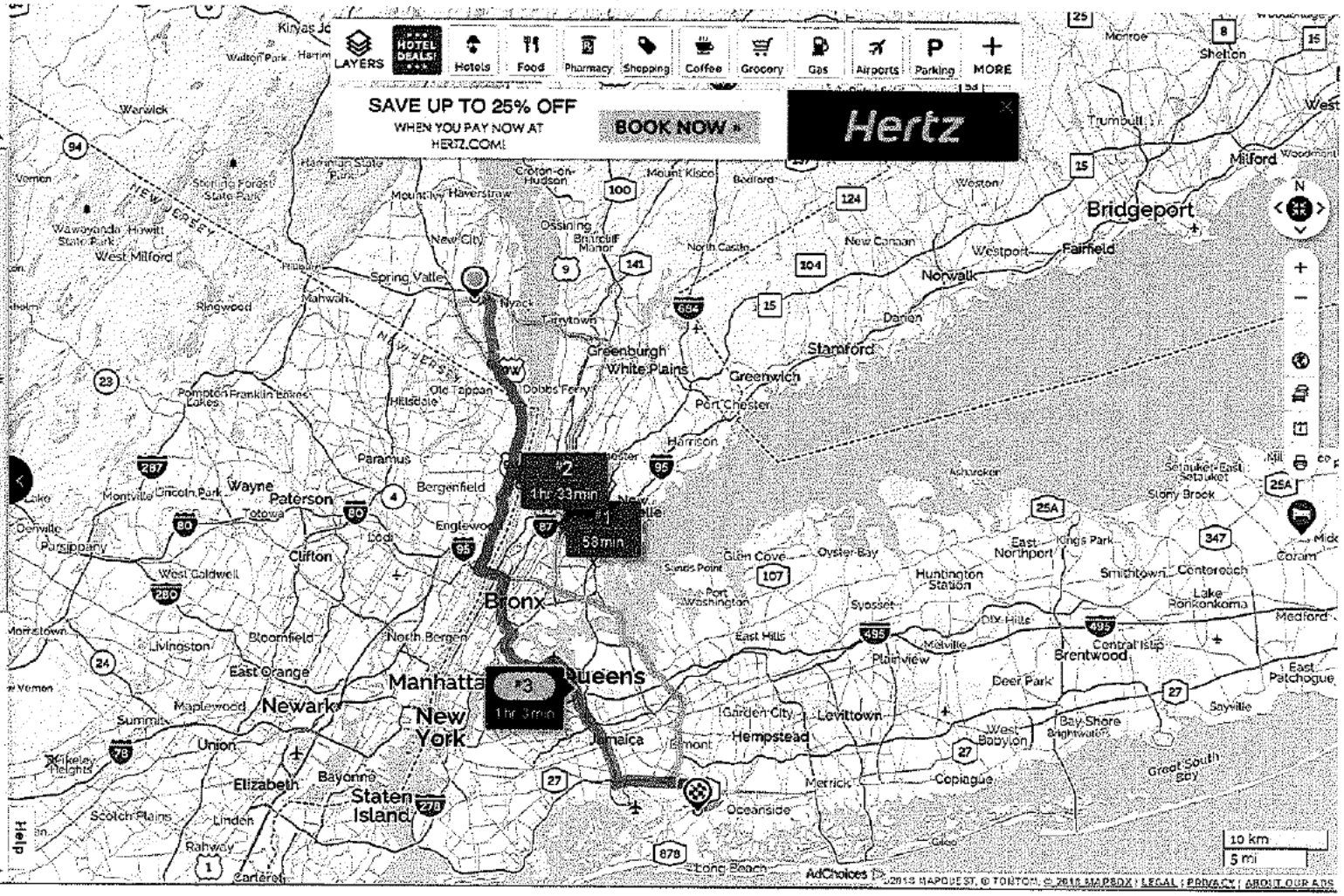
Add your vehicle for more accurate fuel cost

Current Traffic: Light

View Route Directions >

Your route is sponsored by:

BOOK NOW » Hertz



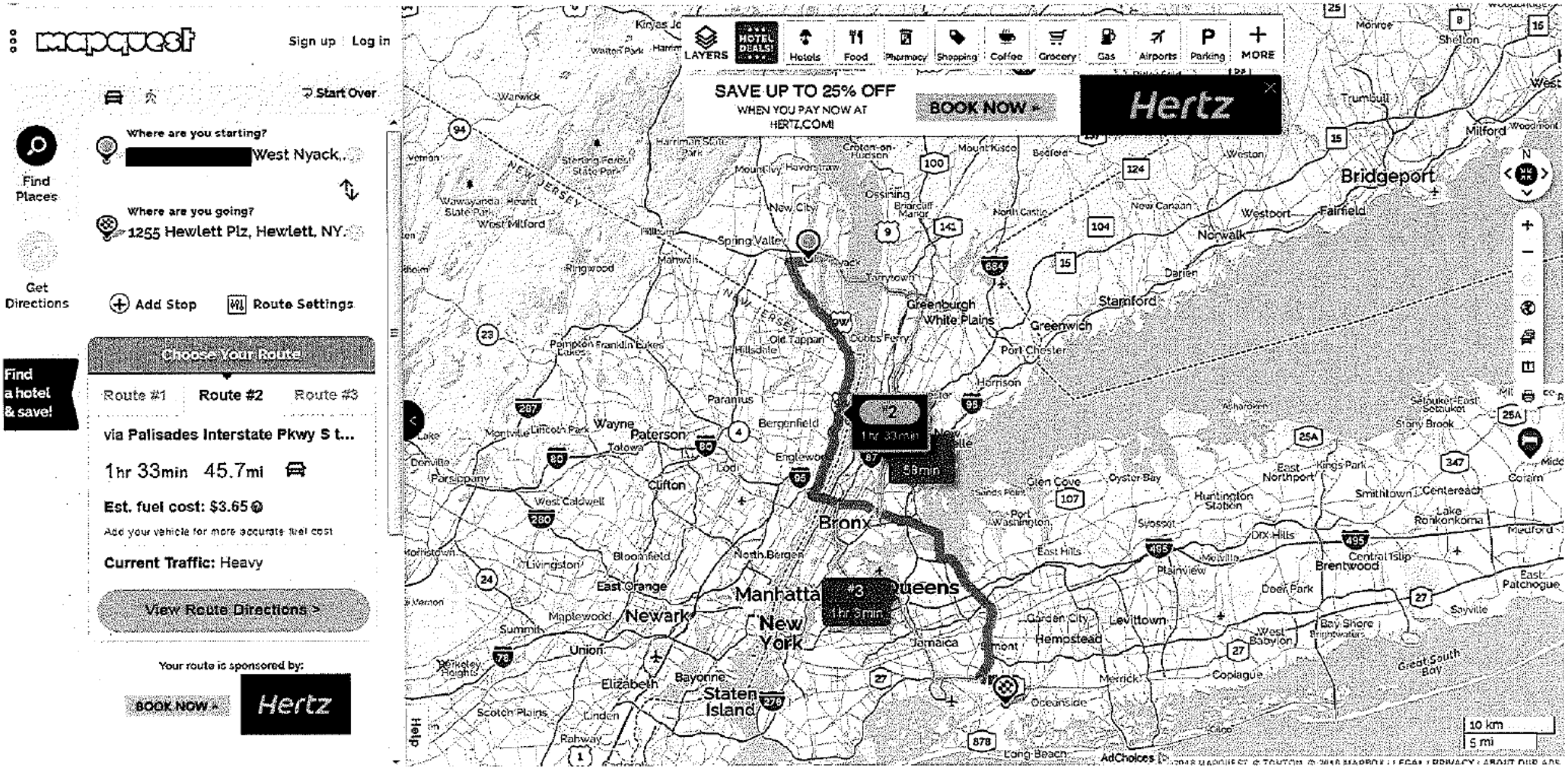

mapquest
Sign up
Log in
Start Over
Where are you starting?
[redacted] West Nyack,...
Where are you going?
1255 Hewlett Plz, Hewlett, NY...
Find Places
Get Directions
Add Stop
Route Settings
Find a hotel & save!
Choose Your Route
Route #1
Route #2
Route #3
via Palisades Interstate Pkwy S t...
1hr 33min 45.7mi
Est. fuel cost: $3.65
Add your vehicle for more accurate fuel cost
Current Traffic: Heavy
View Route Directions >
Your route is sponsored by:
BOOK NOW >
Hertz
LAYERS
HOTEL DEALS!
Hotels
Food
Pharmacy
Shopping
Coffee
Grocery
Gas
Airports
Parking
MORE
SAVE UP TO 25% OFF
WHEN YOU PAY NOW AT HERTZ.COM!
BOOK NOW >
Hertz
#2
1 hr 33 min
#3
1 hr 5 min
Bridgeport
Stamford
Greenwich
Norwalk
White Plains
Yonkers
Bronx
Manhattan
New York
Queens
Newark
Jersey City
Paterson
Staten Island
Elizabeth
Bayonne
Hoboken
Long Beach
10 km
5 mi
AdChoices

Exhibit #5

EXHIBIT

Call Us Today! **1-800-253-5506** | Login >>

FOLEY

List of Hurricane Irene Road Closures By State

Due to Hurricane Irene, the Eastern Seaboard has been affected by serious infrastructure damage. This entry is a compilation of as much information as possible about road, bridge and rest area closures caused by the hurricane. While every attempt was made to supply accurate, up-to-date information, please note that this is a changing situation and that the information presented here may differ from reality. Also, please note that due to space concerns we were only able to include primary and secondary roads. In addition to the information presented in this issue, there are hundreds of smaller, local roads that are still closed. Please consult with State and local authorities for more information about closures.

If you would like to add to this list, please use the comments feature on the blog.

Connecticut:
BRISTOL: Route 72 CLOSED at OLD WATERBURY ROAD.
PORTLAND: Route 17A CLOSED at the Fairgrounds.
PLAINFIELD: I-395 north and south between Exits 89 and 90 Plainfield, Service Areas CLOSED.

Delaware:
Del. 100 from Guyencourt Road to Thompson Bridge Road — downed trees.
Guyencourt Road between Del. 100 and Del. 92 — downed trees.
Old Milltown Road between Milltown Road and Kirkwood Highway — downed trees.
Centerville Road between Barley Mill and Hillside roads — downed trees.

1405 Windy Bush — downed trees.
Astor Drive closed — downed trees.
Auburn Mill Road — downed trees.
Sharpless Road — downed trees.
Shipley Road at Washington Street Extension.
Cox Neck Road — flooding.
Tub Mill Pond Road — passable but water on road.
Port Mahon Road — passable but sections of roadway are damaged.
Prime Hook Road at Cods Road — closed by flooding.

Maine:
ME 16 in both directions: Road closed between State Route 27 and State Route 27; Main Street.
US 1: Bridge closed at New Hampshire State Line (Kittery). The bridge is closed. No vehicles over 60000 lbs.
US 1: Bridge closed between I-295 and US 201; ME 24 (near Brunswick).

Maryland:
MD 408/Marlboro Road closed at Lee Jackson Drive.
MD 261/Friendship Road closed at Prout Road.
MD 255/Galesville Road closed at MD 468/Muddy Creek Road.
MD 648/Baltimore Annapolis Boulevard closed between Jones Station Road and Old County Road.
MD 794 between MD 259 and Sands Road.
MD 761 closed at Plum Point Middle School.
MD 261 closed at Camp Roosevelt Drive.
MD 497 closed at Little Cove Point Road.
MD 287 closed near the Delaware line.
MD 97 closed north of Piney View Court.
496/Bachmans Valley Road closed at Old Bachmans Valley Road.
SB US-1 closed past Reckford Road.
MD 624 closed at Wheeler School Road.
MD 161 closed at Stokes Road.
MD 161 closed at Harmony Church Road.
MD 159 closed at US 40.
Sligo Creek Parkway closed both directions between Piney Branch Road and New Hampshire Avenue.
Police advise that as of this morning, there were still many dark traffic signals, primarily in Silver Spring along Briggs Chaney Road and Piney Branch Road.
717/Water Street closed between Main Street and Rt 4 in Upper Marlboro.
NB MD 235 closed from MD 237 to MD 247.
MD 662/Longwoods Road closed at Sharp Road.

Massachusetts:
Plainfield: I-395 CLOSED north and south between Exits 89 and 90.

Otis: Route 8 CLOSED from Junction Route 23 in to the Connecticut state line in Sandisfield.
Becket: Route 20 CLOSED at the junction of Route 8 Bonny Rigg to Chester Center.
Clarksburg: Route 8 CLOSED from Henderson Road to the North Adams Town Line.
Buckland: Route 112 CLOSED between MM 36.4 and MM 38.2.
Colrain: Route 112 CLOSED at MM 46.2.
Ashley Falls: Route 7A CLOSED at mm 1.5.
Charlemont: Route 2 CLOSED from mile marker 27.45 to Florida mile marker 21.6.
Sheffield: Route 7 from Lime Kiln Road to the Sheffield Depot. (The road is flooded, but passable at this time.)

New Hampshire:
GRAFTON:No vehicles over 6 tons are allowed on the roads until further notice.
CANTERBURY: Rt 132 (Southwest Rd), West Rd.
New Jersey:
Flooding on I-280 eastbound ramp to CR 508 in Kearny. Ramp closed until further notice.
Flooding on NJ 20 in both directions between Maple Ave Bridge and Broadway in Paterson. All lanes closed and detoured until further notice.
NJ 29 in both directions between CR 546/Washington Crossing Rd and Valley Rd in Hopewell Twp. All lanes closed and detoured until further notice, use caution.
US 322 in both directions East of CR 555/Tuckahoe Rd in Monroe Twp. All lanes closed and detoured.
NJ 28 eastbound East of CR 612/Main St in Somerville. Traffic shift traffic using shoulder.
US 46 eastbound area of CR 615/Howard Blvd in Roxbury Twp. All lanes closed for repairs alternating traffic on westbound lane.

New York:
Route 73 in Essex County is closed from Rte 9 to Route 9N.
Rest areas closed on I-87 Northway.
US 9 northbound at Exit – US 6 (Peekskill).
Taconic State Parkway in Valhalla.
Saw Mill Parkway closed both directions between Manville Road in Pleasantville and the Cross County Parkway.
Cross County Parkway ramps closed both ways at the Bronx River Parkway.
Bronx River Parkway closed both ways between the Bronx border and Kensico Circle.
Route 9 closed in Peekskill at the Annsville Circle.
Route 118 in Somers closed both directions at Route 202.
Route 9A closed in Greenburgh at Worthington Road.
Route 120 in Pleasantville closed at Bear Ridge Road.
Route 59 in West Nyack closed at Route 303.
Route 100 in Somers closed at Moseman Avenue.
Interstate 87: closed in both directions from Exit 15, NJ I-287, Route 17, to Exit 17, Newburgh. So are the I-87 ramps to the Saw Mill River Parkway at Exits 7A and 8A in

Westchester.
Route 59 in Clarkstown remained closed by the Palisades Center mall.

North Carolina:
Manteo, NC 12,Road closed due to pavement washout.
Windsor, US-264 is impassable at the Hyde and Dare County line due to a sinkhole.
Aurora NC 33 Road is closed due to maintenance and utility crew cleanup of debris from Hurricane Irene. Open to local traffic only.
Enfield, NC-481 will be closed in both directions between the railroad tracks and Highway 301 in Enfield due to a collapsed building.
Stokes, Volunteer Road Emergency road closure, the road is closed until further notice.
Mecklenburg, Oakdale Rd Emergency closure due to flood waters washing away bridge abutment.

Pennsylvania:
Route 118 (PA-118) between the intersections of 29 (PA-29) SR 29 in Lake Township to the end of PA-118.
Route 1002 (W. Shawnee Avenue/Courtdale Avenue/ State Street/ Luzerne Avenue) between the intersection of State St./ Greenwave Boulevard in Larksville to the intersection of Murray Street in Larksville.
Route 1007 (Bear Swamp Road) between the intersection of 171 (PA-171)-Belmont Parkway in Harmony to the intersection of Meade Road in Harmony.
Route 1016 (Country Club Road) between the intersection of 415 (Memorial Highway in Dallas) to intersection of 309. (Tunkhannock Highway in Dallas).
Route 1018 (Forty Second Street) between the intersections of 415 (PA-415) Memorial Highway in Lehman to intersection of Lake Street in Dallas.
Route 1029 (Manor Drive/ Dug Road/ North St.) between the intersection of Hughes St. in Luzerne to the intersection of Carverton Road in Kingston.
Route 1024 (Warden Place/ Second Street) between the intersection of Lake Drive in Harveys Lake to the intersection of Hemlock Gardens Road in Harveys Lake.
Route 1025 (Schooley Avenue) between the intersection of Slocum Avenue in Exeter and the intersection of Mt Zion Road in Exeter.
Route 1030 (Church Road/Chestnut Tree Road) between the intersections of 29 SR 29 in Lake Township to the intersection of Locust Tree Road in Lake Township.
Route 1031(Mt Zion Road) between the intersection of Eight St. in Kingston and the intersection of Camp Ground Road in Exeter.
Route 1032 (Outlet Road/ Hickory Tree Road/Maple Tree Road) between the intersections of 29 (PA-029) in Lake to the intersection of Church Road in Lake.
Route 1047 (Lake Street) between the intersection of 415 (Memorial Highway in Dallas) to the intersection of Kunkle Road in Dallas.
Route 1051 (Meeker Outlet Road) between the intersections of Meeker Road and Township Road in Lehman to the Intersection of Outlet Lehman Road in Lake.
Route 1057 (Hickory Tree Road) between the intersection of Pine Tree Road/ Hickory Tree Road in Lake to the intersection of Maple Tree Road.

Exhibit #6

91

[redacted]EL VOUCHER

(F[redacted] S[redacted]	1. DEPARTMENT OR ESTABLISHMENT, BUREAU DIVISION OR OFFICE: DAE/LOG	2. TYPE OF TRAVEL: [X] TEMPORARY DUTY [ ] PERMANENT CHANGE OF STATION	3. VOUCHER NO.: 0003135[illegible]
			4. SCHEDULE NO.: 0003135[illegible]
5. TRAVELER PAYEE: [redacted] (Initial) 0852		b. SOCIAL SECURITY NO.: [redacted]	6. PERIOD OF TRAVEL: a. FROM 9/26/11 b. TO 10/7/11
c. MAILING ADDRESS (Include ZIP Code): [redacted] WEST NYACK, NY 10994		d. OFFICE TELEPHONE NO.: [redacted]	7. TRAVEL AUTHORIZATION: a. NUMBER(S) EMN-2012-TG-4020 b. DATE(S)
e. PRESENT DUTY STATION: ALBANY, NY	f. RESIDENCE (City and State): WEST NYACK, NY		10. CHECK NO.
8. TRAVEL ADVANCE: a. Outstanding; b. Amount to be applied; c. Amount due Government (Attached) [ ] Check [ ] Cash; d. Balance outstanding	9. CASH PAYMENT RECEIPT: a. DATE RECEIVED; b. AMOUNT RECEIVED $; c. PAYEE'S SIGNATURE		11. PAID BY

12. GOVERNMENT TRANSPORTATION REQUESTS, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH (List by number below and attach passenger coupon, if cash is used show claim on reverse side.)

I hereby assign to the United States any right I may have against any parties in connection with reimbursable transportation charges described below, purchased under cash payment procedures (FPMR 101-7) Traveler's Initials

AGENT'S VALUATION OF TICKET (a)	ISSUING CARRIER (Initials) (b)	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL FROM (e)	POINTS OF TRAVEL TO (f)
Adjusted Per Diem & Lodging. Prepaed by M. Medina 11/3/11.			POSTED 10/11-7-11		
[redacted] GC[redacted]-8010					

FEMA FINANCE CENTER 2011 NOV -4 A 11:56

13. I certify that this voucher is true and correct to the best of my knowledge and belief and that payment or credit has not been received by me. When applicable, per diem claimed is based on the average cost of lodging incurred during the period covered by this voucher.

TRAVELER SIGN HERE: See Attach Signature – P4 DATE: AMOUNT CLAIMED $ 1913.21

NOTE: Falsification of an item in an expense account works a forfeiture of claim (28 U.S.C. 2514) and may result in a fine of not more than $30,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287, i.d. 1001).

14. This voucher is approved. Long distance telephone calls, if any, are certified as necessary in the interest of the Government. (NOTE: If long distance telephone calls are included, the approving official must have been authorized in writing by the head of the department or agency to so certify (31 U.S.C. 680a).

APPROVING OFFICIAL SIGN HERE: See Attach Signature – P4 DATE: 10-22-11

17. FOR FINANCE OFFICE USE ONLY COMPUTATION

a. DIFFERENCES IF ANY (Explain and show amount) $

15. LAST PRECEDING VOUCHER PAID UNDER SAME TRAVEL AUTHORIZATION

a. VOUCHER NO.	b. D.O. SYMBOL	c. MONTH & YEAR
[illegible]	[illegible]	

b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION Certifier's Initials: [illegible] 11-7-11 $ 1913.21

16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT

AUTHORIZED CERTIFYING OFFICIAL SIGN HERE: [redacted] DATE: 11/8/11

c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol): $

d. NET TO TRAVELER $ 1913.21

18. ACCOUNTING CLASSIFICATION

2012-06-4020DR-9024-2100D

1012-114

STANDARD FORM 1012 (REV. 10-77)

Prescribed by [illegible]

EXHIBIT

SPLIT PAY ACCOUNTING DETAIL PAGE - FOR FINANCE CENTER USE

THERE ARE NO END USER EDITABLE FIELDS ON THIS PAGE, PRINT THIS PAGE AND ATTACH TO EACH VOUCHER

ACCOUNTING CLASS CODE		PAY TO GOVT CC	PAY TO INDIVIDUAL
ATM FEES	$0.00		$0.00
COMMON CARRIER	$0.00	$0.00	
LODGING	$1,062.00	$1,062.00	
M&IE	$540.50		$540.50
MILEAGE	$0.00		$0.00
MISCELLANEOUS EXPENSE	$0.00		$0.00
OTHER	$44.00		$44.00
PHONE CALLS	$30.00		$30.00
REGISTRATION FEES	$0.00		$0.00
RENTAL CAR	$0.00	$0.00	
TAX	$0.00	$0.00	
TRANSPORTATION	$236.71		$236.71
TOTAL	$1,913.21	$1,062.00	$851.21

TRAVELER'S NAME [redacted]

DATE TRAVEL BEGAN **9/26/11**

SWINDELLS, PAUL 10.7.11.xlsx

TRAVEL VOUCHER INFORMATION — VERSION 6a / REVISION DATE JANUARY 10, 2011

TRAVELER INFORMATION

FULL NAME [redacted]
ADDRESS [redacted]
West Nyack, N.Y. 10994

HOW DO WE CONTACT YOU?
CURRENT PHONE [redacted]
FAX NUMBER
HOME PHONE [redacted]
OR OTHER PERMANENT PHONE NUMBER

TRAVEL AUTHORIZATION NUMBER

OR DISASTER NUMBER: DR-4020-NY

THIS VOUCHER BEGINS: IN TRAVEL STATUS
CLICK HERE TO CHANGE
THIS VOUCHER ENDS: NOT IN TRAVEL STATUS
CLICK HERE TO CHANGE

LOCATION/REGION/OFFICE: Binghamton
ORGANIZATION/PROGRAM: Logistics
SUPERVISOR: Gary [redacted]

AIR TRAVEL/COMMON CARRIER INFORMATION

ENTER DATE OF TRAVEL, CITY OF ORIGIN AND DESTINATION CITY FOR EACH FLIGHT

NOTE AREA - TYPE INFORMATION FOR THE VOUCHER PREPARER OR FFC IN THIS BOX

10/7 - TRAVELER WENT HOME FOR THE HOLIDAY-TO CLOSE TO FLY-NON-ROTATIONAL COST COMPARISON ATTACHED
11/2 - UPDATED VOUCHER - REMOVED LODGING & M&IE FOR 10/7 - [redacted]4-8010

ATTACH A SEPARATE SHEET IF NECESSARY

DAILY LOG OF EXPENSES — ENTER START DATE IN CELL A20 AS MM/DD/YY

DATE	POV MILEAGE	POV MILEAGE RATE	LODGING	LODGING TAX	TDY DUTY STATION COUNTY OR CITY		M&IE ALLOWANCE	ATM AMOUNT WITHDRAWN	JPMC ATM FEE	DISPENSING ATM ACCESS FEE	MISC EXPENSE	DESCRIBE MISC EXPENSE	FUEL FOR RENTAL VEHICLE	RENTAL VEHICLE	AIRLINE TRAIN OR BUS TICKETS	NATIONAL TRAVEL FEE	PHONE	LAUNDRY
		0.51																
9/26/11		0.00	90.00		Binghamton	NY	46.00		0.00				71.13			14.00		
9/27/11		0.00	90.00		Binghamton	NY	46.00		0.00				31.45					
9/28/11		0.00	90.00		Binghamton	NY	46.00		0.00									
9/29/11		0.00	90.00		Binghamton	NY	46.00		0.00				34.62					
9/30/11		0.00	90.00		Binghamton	NY	46.00		0.00				35.42					
10/1/11		0.00	102.00		Binghamton	NY	46.00		0.00				31.53					
10/2/11		0.00	102.00		Binghamton	NY	46.00		0.00								15.00	15.00
10/3/11		0.00	102.00		Binghamton	NY	46.00		0.00									
10/4/11		0.00	102.00		Binghamton	NY	46.00		0.00				32.56					
10/5/11		0.00	102.00		Binghamton	NY	46.00		0.00									
10/6/11		0.00	102.00		Binghamton	NY	46.00		0.00								15.00	15.00
10/7/11		0.00					34.50		0.00									
10/8/11		0.00							0.00									
10/9/11		0.00							0.00									
10/10/11		0.00							0.00									
10/11/11		0.00							0.00									
10/12/11		0.00							0.00									
10/13/11		0.00							0.00									
10/14/11		0.00							0.00									
10/15/11		0.00							0.00									
10/16/11		0.00							0.00									
TOTAL		0.00	1,062.00	0.00			540.50		0.00	0.00	0.00		236.71	0.00	0.00	14.00	30.00	30.00

Amount to be paid to JPMorgan Chase: $1,062.00
Amount to be paid to you: $851.21
Grand Total for Voucher: $1,913.21

TRAVEL VOUCHER

(Read the Privacy Act Statement on the back)

1. DEPARTMENT OR ESTABLISHMENT, BUREAU DIVISION OR OFFICE: DAE/LOG

2. TYPE OF TRAVEL: [X] TEMPORARY DUTY [ ] PERMANENT CHANGE OF STATION

3. VOUCHER NO.

4. SCHEDULE NO.

5. TRAVELER PAYEE

a. NAME (Last, first middle initial): [redacted]

b. SOCIAL SECURITY NO.: [redacted]

c. MAILING ADDRESS (Include ZIP Code): [redacted] WEST NYACK, NY 10994

d. OFFICE TELEPHONE NO.: [redacted]

e. PRESENT DUTY STATION: ALBANY, NY

f. RESIDENCE (City and State): WEST NYACK, NY

6. PERIOD OF TRAVEL: a. FROM 9/26/11 b. TO 10/7/11

7. TRAVEL AUTHORIZATION: a. NUMBER(S) EMN-2012-TG-4020 b. DATE(S)

8. TRAVEL ADVANCE
- a. Outstanding
- b. Amount to be applied
- c. Amount due Government (Attached) [ ] Check [ ] Cash
- d. Balance outstanding

9. CASH PAYMENT RECEIPT
- a. DATE RECEIVED
- b. AMOUNT RECEIVED $
- c. PAYEE'S SIGNATURE

10. CHECK NO.

11. PAID BY

12. GOVERNMENT TRANSPORTATION REQUESTS, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH (List by number below and attach passenger coupon, if cash is used show claim on reverse side.)

I hereby assign to the United States any right I may have against any parties in connection with reimbursable transportation charges described below, purchased under cash payment procedures (FPMR 101-7) Traveler's Initials

AGENT'S VALUATION OF TICKET (a)	ISSUING CARRIER (name) (b)	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL FROM (e)	POINTS OF TRAVEL TO (f)

COMMENTS:

PREPARED BY: BRIGIDA GOMEZ 518-464-8010

13. I certify that this voucher is true and correct to the best of my knowledge and belief and that payment or credit has not been received by me. When applicable, per diem claimed is based on the average cost of lodging incurred during the period covered by

TRAVELER SIGN [redacted] DATE 10/27/11 AMOUNT CLAIMED $ 2062.71

NOTE: Falsification of an item in an expense account works a forfeiture of claim (28 U.S.C. 2514) and may result in a fine of not more than $10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287, i.d. 1001).

14. This voucher is approved. Long distance telephone calls, if any, are certified as necessary in the interest of the Government. (NOTE: If long distance telephone calls are included, the approving official must have been authorized in writing by the head of the department or agency to so certify (31 U.S.C. 680a).

APPROVING OFFICIAL SIGN HERE [redacted] DATE

17. FOR FINANCE OFFICE USE ONLY

COMPUTATION

a. DIFFERENCES IF ANY (Explain and show amount) $

15. LAST PRECEDING VOUCHER PAID UNDER SAME TRAVEL AUTHORIZATION

a. VOUCHER NO. | b. D.O. SYMBOL | c. MONTH & YEAR

b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION Certifier's Initials $

16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT

AUTHORIZED CERTIFYING OFFICIAL SIGN HERE DATE

c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol): $

d. NET TO TRAVELER $ 2026.71

18. ACCOUNTING CLASSIFICATION

2012-06-4020DR-9024-2100D

2026.71

1012-114

STANDARD FORM 1012 (REV. 10-77)
Prescribed by GSA FPMR (41 CFR) 101-7

U.S. Department of Homeland Security
Region II
FEMA-4020-DR-NY
State Campus Building 22, Suite 101
Albany, NY 12226

FEMA

September 23, 2011

MEMORANDUM FOR: Lynn G. Canton
Regional Administrator
FEMA Region II

FROM: Philip E. Parr
Federal Coordinating Officer
Disaster Recovery Manager
New York Complex Incident
(EM3328/EM3341/DR1993/DR4020/DR4031)

Philip E Parr

SUBJECT: Request for 150% Lodging Waiver
New York Complex Event

I request a limited scope Lodging Rate Waiver of up to one hundred fifty percent (150%) of the GSA per diem rate for lodging in the certain declared Counties of New York State supporting the New York Complex Event (EM3328, EM 3341, DR 1993, DR 4020, DR 4031) and any additional declarations affecting the State of New York during the effective period of the Lodging Rate Waiver. The waiver applies to all declared counties except Albany County. This waiver is in effect for the period October 1, 2011 through October 31, 2011.

This waiver extends a 150% Lodging Rate Wavier that expires September 30, 2011. The complex operating area, damage to infrastructure and large numbers of FEMA and other recovery personnel lodging in the damaged area requires an extension of the previous waiver. My staff has confirmed with National Travel the continuing difficulty in locating lodging persisting broadly over the declared counties. Sufficient lodging at the Government Rate is available in Albany County, the location of the JFO, and Albany County is specifically excluded from this waiver.

All travelers are advised of the prudent traveler rule and every effort should be made to find lodging at the established GSA lodging rate.

Concur:

Lynn Canton

Lynn G. Canton
Regional Administrator

Date: SEPTEMBER 30, 2011

Non Concur:

Lynn G. Canton
Regional Administrator

Date: _____

Binghamton Riverwalk Hotel & Conference Center

225 Water Street

Binghamton, NY 13901

Telephone: (800)723-7676 Fax: (607)724-7263

Oct 01, 2011
6:42 am

[redacted]

Binghamton, NY 13901

Folio #: 12534
Room Number: 802
Rate: $90.00
Pay Method: VS2671

Arrival Date: Monday, September 26, 2011
Departure Date: Saturday, October 01, 2011

Member #:

Date	Department	Reference	Voucher	Room	Debit	Credit
9/26/2011	ROOM CHARGE	Auto Posted		802	$90.00	1
9/27/2011	ROOM CHARGE	Auto Posted		802	$90.00	2
9/28/2011	ROOM CHARGE	Auto Posted		802	$90.00	3
9/29/2011	ROOM CHARGE	Auto Posted		802	$90.00	4
9/30/2011	ROOM CHARGE	Auto Posted		802	$90.00	5
10/1/2011	VISA	CHECKED-OUTVI2671		802		$450.00

Balance: $0.00

I AGREE THAT MY LIABILITY FOR THIS BILL IS NOT WAIVED AND AGREE TO BE HELD PERSONALLY LIABLE IN THE EVENT THAT THE INDICATED PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY OR THE FULL AMOUNT OF THESE CHARGES. I ASO AGREE THAT ALL CHARGES CONTAINED IN TIS ACCOUNT ARE CORRECT AND ANY DISPUTES OR REQUESTS FOR COPIES OF CHARGES MUST BE MADE WITHIN FIVE DAYS AFTER MY DEPARTURE.

Signature _____

Holiday Inn

10-07-11

[redacted]
[redacted]
West Nyack NY 10994
US

Folio No. : 125212 Cashier No. : 109
A/R Number :
Group Code :
Company :
Membership No. : [redacted]
Invoice No. :

Room No. : 711
Arrival : 10-01-11
Departure : 10-07-11
Conf. No. : 64732078
Rate Code : IMGOV
Page No. : 1 of 2

Date	Description		Charges	Credits
10-01-11	*Guest Room		102.00	
10-01-11	Room Occupancy Tax		5.10	
10-01-11	Room State Tax		8.16	
10-02-11	*Guest Room		102.00	
10-02-11	Room Occupancy Tax		5.10	
10-02-11	Room State Tax		8.16	
10-03-11	*Guest Room		102.00	
10-03-11	Room Occupancy Tax		5.10	
10-03-11	Room State Tax		8.16	
10-04-11	*Guest Room		102.00	
10-04-11	Room Occupancy Tax		5.10	
10-04-11	Room State Tax		8.16	
10-05-11	*Guest Room		102.00	
10-05-11	Room Occupancy Tax		5.10	
10-05-11	Room State Tax		8.16	
10-06-11	*Guest Room		102.00	
10-06-11	Room Occupancy Tax		5.10	
10-06-11	Room State Tax		8.16	
10-07-11	T/E RM Rate	TAX EXEMPT	-79.56	
10-07-11	Visa	XXXXXXXXXXXX2671		612.00

Holiday Inn Binghamton - Arena
2-8 Hawley Street
Binghamton, NY 13901
Telephone: (607) 722-1212 Fax: (607) 722-6083

Holiday Inn

10-07-11

[redacted]
West Nyack NY 10994
US

Folio No. : 125212 Cashier No. : 109
A/R Number :
Group Code :
Company :
Membership No. : [redacted]
Invoice No. :

Room No. : 711
Arrival : 10-01-11
Departure : 10-07-11
Conf. No. : 64732078
Rate Code : IMGOV
Page No. : 2 of 2

Date	Description	Charges	Credits
	Total	612.00	612.00
	Balance	0.00	

Thank you for staying at Holiday Inn Arena. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit www.priorityclub.com. We look forward to welcoming you back soon.

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Binghamton - Arena
2-8 Hawley Street
Binghamton, NY 13901
Telephone: (607) 722-1212 Fax: (607) 722-6063

FEDERAL EMERGENCY MANAGEMENT AGENCY

OFFICIAL TRAVEL AUTHORIZATION

(See Privacy Act Statement below)

1. ADDRESS TO WHICH TRAVEL EXPENSE CHECK IS TO BE MAILED (Same as to be shown on travel voucher)	2.PLACE PREPARED (City and State)	3.DATE PREPARED
Various	ALBANY,NY	1-Nov-11

TRAVELER		
	4.NAME (As shown on payroll) Various	5.SOCIAL SECURITY NO. See List
	6.TITLE PFT, DAE, CORE, MERS, ERT-A, IMAT	
	7.OFFICE AND DIVISION FEMA/REGION II	
	8.OFFICIAL STATION LOCATION Various	

9. TRAVEL PURPOSE CODE *(See CODES tab)*	9a. SPECIFIC PURPOSE OF TRAVEL OR REASON FOR AMENDMENT
01	HURRICAN IRENE IA & PA.

10. APPROXIMATE TRAVEL DATE (MM/DD/YY)		11. TYPE OF AUTHORIZATION			CHECK
a. Beginning	b. Ending	[X] a. Temporary (T)	[ ] b. Blanket (B)	[X] c. Group (G)	HERE, IF AMENDMENT
10/01/2011	11/18/2011	[ ] d. Invitational (I)	[ ] e. PCS-Relocation (R) (Attachment required)		[X]

12. ITINERARY

a. a. DATE	b. TRAVEL FROM	c. TRAVEL TO	d. ADDRESS AT DESTINATION	e. RETURN TRIP
10/01/2011-11/18/11	Residence/Duty Station VARIOUS	ALL COUNTIES IN THE STATE OF NEW YORK.	VARIOUS	[X] Yes [ ] No

13. MODE OF TRANSPORTATION (Exclude local transportation)

a. NORMAL				b. SPECIAL			
[X] Air	[X] Rail	[X] Bus	[ ] Ship	[ ] First Class Air	[ ] Extra Fare Rail	[X] Commercial Rental Vehicle	
[X] Government-owned vehicle				[X] Privately-owned Vehicle	[X] Other (Specify)		

14. ALLOWANCES

a. MILEAGE RATE	b. PER DIEM	c. OTHER (Explain in item 15)
.51 *(Cents per mile)*	GSA Rate *(Per day)*	Taxi

15. JUSTIFICATION FOR SPECIAL MODES OF TRAVEL AND ALLOWANCES

Taxi,Limo, where no Public transportation is available and between Residence and Airport.
Carrying heavy luggage, Car Rental with prior Approval of Supervisor.
GSA 2012 Per Diem, Baggage.
POV, Parking Fees, ATM Fees, Telephone, Laundry.

16. ACCOUNTING CLASSIFICATION(S)				17. ESTIMATED EXPENSES (By Object Class)			18.	19.
				TRANSPORTATION *(See TRANSPORTATION tab)*		PERDIEM & OTHER (OBJ-2120)	TOTAL ESTIMATE COST	AMOUNT OF ADVANCE REQUESTED
FISCAL YEAR *a.*	FUND CODE *b.*	PRO-GRAM CODE *c.*	ORGANI-ZATION CODE *d.*	GOVERNMENT (OBJ-2110) *a.*	PERSONAL (OBJ-2110) *b.*	*c.*		
2012	6	4020	9024	OBJ-2100				$1,002,625.00
		DR						Amd #4

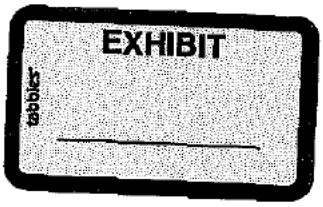
20. REMARKS

lodging in adjoining counties in adjoining states if necessary due to limited lodging availability.

21.	*CERTIFICATION: I certify that the travel herein was reviewed and determined to be essential for the accomplishment of agency programs and missions.*	b. DATE APPROVED	22. FUNDS OBLIGATED
APPROVED	[redacted]	11/1/11	a. INITIALS b. DATE 11/1/11
23. AUTHOR-IZED	a. SIGNATURE AND TITLE OF AUTHORIZING OFFICIAL [redacted]	b. DATE AU-THORIZED	24. AUTHORIZATION NO. EMN-2012-TG-4020

DISTRIBUTION: ORIGINAL - TRAVELER, COPY 1&2- FINANCE, COPY 3-TRAVELER (SUBMIT WITH TRAVEL VOUCHER)

Exhibit #7



From: [redacted]
To: [redacted]
Cc: [redacted]
Subject: RE: Movement of personnel
Date: Friday, October 07, 2011 7:39:00 AM

I would like for them to pack up their hotels tonight and check out in the morning (Saturday) and move to their new locations, thansk

-----Original Message----[redacted]

[redacted]

Today is [redacted] day off. He was the one who work last weekend when we only had 1 log and 1 IT. What would you like to do?

[redacted]
FEMA
LOGISTICS SUPERVISOR
BRANCH 1
DIVISON A,B,C,
O.F.O. LONG ISLAND
CELL# 347-768-1695

[redacted]

Please have [redacted] switch positions effective Saturday October 8th ([redacted] to move to [redacted] to move to Hewlett) and retain their positions . Thank you very much for your cooperation.
[redacted]

Exhibit #8

EXHIBIT

tabbies

Name: [redacted]

Pay Period: 20 : Sep 25, 2011 to Oct 8, 2011

Time Card Type: Regular

Leave Year: 2011

Status: Certified

SSN: [redacted]

Time In Pay: 140:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 12

				Sep								Oct									
Transaction	Pfx	Sfx	Account	25	26	27	28	29	30	1		2	3	4	5	6	7	8		
				S	M	T	W	T	F	S	Wk 1	S	M	T	W	T	F	S	Wk 2	Total
Regular Base Pay			084031DR9024D DR 4031 NY Reg 2		8	8	8	8	8		40	8	8	8	8	8			40	80
Over 40 Overtime			084031DR9024D DR 4031 NY Reg 2		4	4	4	4	4	12	32		4	4	4	4	12		28	60
Work Time Total					12	12	12	12	12	12	72	8	12	12	12	12	12		68	140
Time In																				
Time Out																				
(No Leave and Other Time Transactions)																				
Daily Total					12	12	12	12	12	12	72	8	12	12	12	12	12		68	140

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	88:00	4:00	92:00	--	92:00
Sick Unapplied	14:00				14:00

Maximum Available Annual	--
Maximum Available Sick	92:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2840
Unit	92
Timekeeper	01
Retain Data	None

Account Data Code	Manual Entry
Service Computation Date	Sep 10 2009
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date: Oct 11 2011 11:27 AM
Certified By: [redacted]
Certified Date: Oct 13 2011 5:50 AM

Oct 13 2011 06:00 AM	Built	[redacted]	Built in Build ID 7955.
Oct 13 2011 05:50 AM	Supervisor Certified		
Oct 11 2011 11:27 AM	Timekeeper Validated		
Oct 11 2011 11:27 AM	Validation Reset By Edit		
Oct 05 2011 03:41 PM	Employee Attested		
Oct 05 2011 03:41 PM	Employee Validated		
Oct 05 2011 03:38 PM	Validation Reset By Edit		
Oct 05 2011 09:57 AM	Employee Attested		
Oct 05 2011 09:57 AM	Employee Validated		
Oct 02 2011 05:16 PM	Service Computation date adjusted		SCD changed to 10-SEP-2009
Sep 27 2011 11:05 AM	New Record Created		Created during Build ID 7925 for pay

Exhibit #9

ARB

TRAVEL VOUCHER (Read the Privacy Act Statement on the back)

1. DEPARTMENT OR ESTABLISHMENT, BUREAU, DIVISION, OR OFFICE: DHS-FEMA-

2. TYPE OF TRAVEL: ☐ TEMPORARY DUTY ☐ PERMANENT CHANGE OF STATION

3. VOUCHER NO.: 000 31333

4. SCHEDULE NO.: 000 31334

5. TRAVELER (PAYEE)

a. NAME (Last, first, middle initial): [redacted]

b. SOCIAL SECURITY NUMBER: [redacted]

6. PERIOD OF TRAVEL: a. FROM 10/10/2011 b. TO 10/23/2011

c. MAILING ADDRESS (Include ZIP Code): [redacted] WEST NYACK,NY

d. OFFICE TELEPHONE NO.: [redacted]

7. TRAVEL AUTHORIZATION: a. NUMBER(S) EMN-2012-TG- b. DATE(S) 4020

e. PRESENT DUTY STATION: HEWLETT, NY

f. RESIDENCE (city and State): WEST NYACK, NY

10. CHECK NO.:

8. TRAVEL ADVANCE

a. Outstanding

b. Amount to be applied

c. Amount due Government (Attached: ☐ Check ☐ Cash)

d. Balance outstanding

9. CASH PAYMENT RECEIPT

a. DATE RECEIVED

b. AMOUNT RECEIVED $

c. PAYEE'S SIGNATURE

11. PAID BY

12. GOVERNMENT TRANSPORTATION REQUEST, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH (List by number below and attached passenger coupon; if cash is used show claim on reverse side.)

I hereby assign to the United States any right I may have against any parties in connection with reimbursable transportation charges described below, purchased under cash payment procedures (FPMR 101-7). Traveler's Initials

AGENT'S VALUATION OF TICKET (a)	ISSUING CARRIER (Initials) (b)	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL FROM (e)	POINTS OF TRAVEL TO (f)
[redacted]					QC update-changed dates of voucher to match lodging & previous voucher A. Ballard

FEMA FINANCE CENTER 2011 NOV -1 A 11: 55

POSTED

COMMENTS: TRAVELER REMAINS IN TRAVEL STATUS

13. I certify that this voucher is true and correct to the best of my knowledge and belief, and that payment or credit has not been received by me. When applicable, per diem claimed is based and the average cost of lodging incurred during the period covered by this voucher.

TRAVELER SIGN HERE: See Attached DATE

AMOUNT CLAIMED: $ 3,059.34

NOTE; Falsification of an item in an expense account works a forfeiture of claim (27 U.S.C. 2514) and may result in a fine of not more than $10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287; i.d. 1001).

14. This voucher is approved. Long distance telephone calls, if any, are certified as necessary in the interest of the Government. **(NOTE: If long distance telephone calls are included, the approving official must have been authorized in writing by the head of the department or agency to so certify. (31 U.S.C. 680a).**

APPROVING OFFICAL SIGN HERE: See Attached DATE 11/2

17. FOR FINANCE OFFICE USE ONLY COMPUTATION

a. DIFFERENCES, IF ANY (Explain and show amount) $

15. LAST PRECEDING VOUCHER PAID UNDER SAME TRAVEL AUTHORIZATION

a. VOUCHER NO.	b. D.O. SYMBOL	c. MONTH & YEAR

b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION Certifier's Initials: 11/7 $ 3059.34

16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT

AUTHORIZED CERTIFYING OFFICAL SIGN HERE: [redacted] DATE 11/8/11

c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol): $

d. NET TO TRAVELER $ 3,059.34

18. ACCOUNT CLASIF 2012-06-4020D

[redacted] 534-4180

STANDARD FROM 1012 (REV. 10-77)

Prescribed by GSA, FP

EXHIBIT

SPLIT PAY ACCOUNTING DETAIL PAGE - FOR FINANCE CENTER USE

THERE ARE NO END USER EDITABLE FIELDS ON THIS PAGE, PRINT THIS PAGE AND ATTACH TO EACH VOUCHER

ACCOUNTING CLASS CODE		PAY TO GOVT CC	PAY TO INDIVIDUAL
ATM FEES	$0.00		$0.00
COMMON CARRIER	$0.00	$0.00	
LODGING	$1,967.70	$1,967.70	
M&IE	$907.50		$907.50
MILEAGE	$0.00		$0.00
MISCELLANEOUS EXPENSE	$0.00		$0.00
OTHER	$56.74		$56.74
PHONE CALLS	$30.00		$30.00
REGISTRATION FEES	$0.00		$0.00
RENTAL CAR	$0.00	$0.00	
TAX	$0.00	$0.00	
TRANSPORTATION	$97.40		$97.40
TOTAL	$3,059.34	$1,967.70	$1,091.64

TRAVELER'S NAME [redacted]

DATE TRAVEL BEGAN **10/10/11**

swindells 1024.xlsx

TRAVEL VOUCHER INFORMATION

VERSION 6a / REVISION DATE JANUARY 10, 2011

TRAVELER INFORMATION

FULL NAME [redacted]

ADDRESS [redacted]

West Nyack, N.Y. 10994

HOW DO WE CONTACT YOU?

CURRENT PHONE [redacted]

FAX NUMBER

HOME PHONE [redacted]

OR OTHER PERMANENT PHONE NUMBER

TRAVEL AUTHORIZATION NUMBER OR DISASTER NUMBER: DR-4020-NY

THIS VOUCHER BEGINS: NOT IN TRAVEL STATUS

CLICK HERE TO CHANGE

THIS VOUCHER ENDS: IN TRAVEL STATUS

CLICK HERE TO CHANGE

LOCATION/REGION/OFFICE: Hewlett

ORGANIZATION/PROGRAM: [redacted]istics

SUPERVISOR: [redacted]

AIR TRAVEL/COMMON CARRIER INFORMATION

ENTER DATE OF TRAVEL, CITY OF ORIGIN AND DESTINATION CITY FOR EACH FLIGHT

NOTE AREA - TYPE INFORMATION FOR THE VOUCHER PREPARER OR FFC IN THIS BOX

Went home on 10/7 for the holiday weekend-too close to fly

ATTACH A SEPARATE SHEET IF NECESSARY

DAILY LOG OF EXPENSES

ENTER START DATE IN CELL A20 AS MM/DD/YY

DATE	POV MILEAGE	POV MILEAGE RATE	LODGING	LODGING TAX	TDY DUTY STATION COUNTY OR CITY		M&IE ALLOWANCE	ATM AMOUNT WITHDRAWN	JPMC ATM FEE	DISPENSING ATM ACCESS FEE	MISC EXPENSE	DESCRIBE MISC EXPENSE	FUEL FOR RENTAL VEHICLE	RENTAL VEHICLE	AIRLINE TRAIN OR BUS TICKETS	NATIONAL TRAVEL FEE	PHONE	LAUNDRY
		0.51																
10/10/11		0.00	140.55		Hewlett	NY	49.50		0.00		12.74	TOLLS	32.27			14.00		
10/11/11		0.00	140.55		Hewlett	NY	66.00		0.00									
10/12/11		0.00	140.55		Hewlett	NY	66.00		0.00				33.86					
10/13/11		0.00	140.55		Hewlett	NY	66.00		0.00									
10/14/11		0.00	140.55		Hewlett	NY	66.00		0.00									
10/15/11		0.00	140.55		Hewlett	NY	66.00		0.00									
10/16/11		0.00	140.55		Hewlett	NY	66.00		0.00								15.00	15.00
10/17/11		0.00	140.55		Hewlett	NY	66.00		0.00									
10/18/11		0.00	140.55		Hewlett	NY	66.00		0.00									
10/19/11		0.00	140.55		Hewlett	NY	66.00		0.00				31.27					
10/20/11		0.00	140.55		Hewlett	NY	66.00		0.00									
10/21/11		0.00	140.55		Hewlett	NY	66.00		0.00									
10/22/11		0.00	140.55		Hewlett	NY	66.00		0.00									
10/23/11		0.00	140.55		Hewlett	NY	66.00		0.00								15.00	15.00
10/24/11		0.00				NY			0.00									
10/25/11		0.00				NY			0.00									
10/26/11		0.00				NY			0.00									
10/27/11		0.00				NY			0.00									
10/28/11		0.00				NY			0.00									
10/29/11		0.00							0.00									
10/30/11		0.00							0.00									
TOTAL		0.00	1,967.70	0.00			907.50		0.00	0.00	12.74		97.40	0.00	0.00	14.00	30.00	30.00

Amount to be paid to JPMorgan Chase: $1,967.70

Amount to be paid to you: $1,091.64

Grand Total for Voucher: $3,059.34

@ 142 max lodging - received

TRAVEL VOUCHER (Read the Privacy Act Statement on the back)

1. DEPARTMENT OR ESTABLISHMENT, BUREAU, DIVISION, OR OFFICE: DHS-FEMA-

2. TYPE OF TRAVEL: ☐ TEMPORARY DUTY ☐ PERMANENT CHANGE OF STATION

3. VOUCHER NO.

4. SCHEDULE NO.

5. TRAVELER (PAYEE)

a. NAME (Last, first, middle initial): [redacted]

b. SOCIAL SECURITY NUMBER: [redacted]

6. PERIOD OF TRAVEL: a. FROM 10/11/2011 b. TO 10/24/2011

c. MAILING ADDRESS (Include ZIP Code): [redacted] WEST NYACK,NY

d. OFFICE TELEPHONE NO.: [redacted]

7. TRAVEL AUTHORIZATION: a. NUMBER(S) EMN-2012-TG- b. DATE(S) 4020

e. PRESENT DUTY STATION: HEWLETT, NY

f. RESIDENCE (city and State): WEST NYACK, NY

10. CHECK NO.

8. TRAVEL ADVANCE

a. Outstanding

b. Amount to be applied

c. Amount due Government (Attached: ☐ Check ☐ Cash)

d. Balance outstanding

9. CASH PAYMENT RECEIPT: a. DATE RECEIVED b. AMOUNT RECEIVED $

c. PAYEE'S SIGNATURE

11. PAID BY

12. GOVERNMENT TRANSPORTATION REQUEST, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH (List by number below and attached passenger coupon; if cash is used enter claim on reverse side.)

I hereby assign to the United States any right I may have against any parties in connection with reimbursable transportation charges described below, purchased under cash payment procedures (FPMR 101-7). Traveler's Initials ▶

AGENT'S VALUATION OF TICKET (a)	ISSUING CARRIER (name) (b)	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL FROM (e)	POINTS OF TRAVEL TO (f)

[redacted]
518-452-7205

COMMENTS:
TRAVELER REMAINS IN TRAVEL STATUS

13. I certify that this voucher is true and correct to the best of my knowledge and belief, and that payment or credit has not been received by me. When applicable, per diem claimed is based and the average cost of lodging incurred during the period covered

TRAVELER SIGN HERE: [redacted] DATE 10/27/11 AMOUNT CLAIMED ▶ $ 3,075.84

NOTE: Fabrication of an item of an expense account shall be cause for forfeiture of claim (27 U.S.C. 2514) and may result in a fine of not more than $10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287; i.d. 1001).

14. This voucher is approved. Long distance telephone calls, if any, are certified as necessary in the interest of the Government. (NOTE: If long distance telephone calls are involved, the approving official must have been authorized in writing by the head of the department or agency to so certify. (31 U.S.C. 68a).

APPROVING OFFICAL SIGN HERE: [redacted] DATE 10/2/11

17. FOR FINANCE OFFICE USE ONLY COMPUTATION

a. DIFFERENCES, IF ANY (Explain and show amount) $

15. LAST PRECEDING VOUCHER AND UNDER SAME TRAVEL AUTHORIZATION

4. VOUCHER NO.	b. O.O. SYMBOL	c. MONTH & YEAR

b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION Certifier's Initials: $

16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT

AUTHORIZED CERTIFYING OFFICAL SIGN HERE: DATE

c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol): $

d. NET TO TRAVELER ▶ $ 3,075.84

18. ACCOUNT CLASIFICATION
2012-06-4020DR-9024-2100-D

NSN 7540-00-634-4180

STANDARD FORM 1012 (REV. 10-77)
Prescribed by GSA, FPMR (41 CFR) 101-7

10/27

Rockville Centre Inn

[redacted]

United States

Room No. : 257
Arrival : 10/10/2011 8:18 PM
Departure : 10/24/2011 8:08 AM

INVOICE

Page No. : 1 of 1
Folio No. :24047
Conf. No. : 39673
Cashier No. : 1
User ID : GLON

A/R Number :
Group Code :
Company Name :

Date	Description	Charges	Credits
10-10-11	Government Rate	140.55	
10-11-11	Government Rate	140.55	
10-12-11	Government Rate	140.55	
10-13-11	Government Rate	140.55	
10-14-11	Government Rate	140.55	
10-15-11	Government Rate	140.55	
10-16-11	Government Rate	140.55	
10-17-11	Government Rate	140.55	
10-18-11	Government Rate	140.55	
10-19-11	Government Rate	140.55	
10-20-11	Government Rate	140.55	
10-21-11	Government Rate	140.55	
10-22-11	Government Rate	140.55	
10-23-11	Government Rate	140.55	
10-24-11	Visa XXXXXXXXXXXX2671 XX/XX		1,967.70
	Total	1,967.70	1,967.70
		Balance	0.00

Regardless of charge instructions, I acknowledge the above as personal indebtedness.

Signature____ _____

415 Ocean Avenue
Rockville Centre, NY 11570
Phone (516) 593-1600 Fax (516) 561-4059
www.rockvillecentreinn.com

mapquest

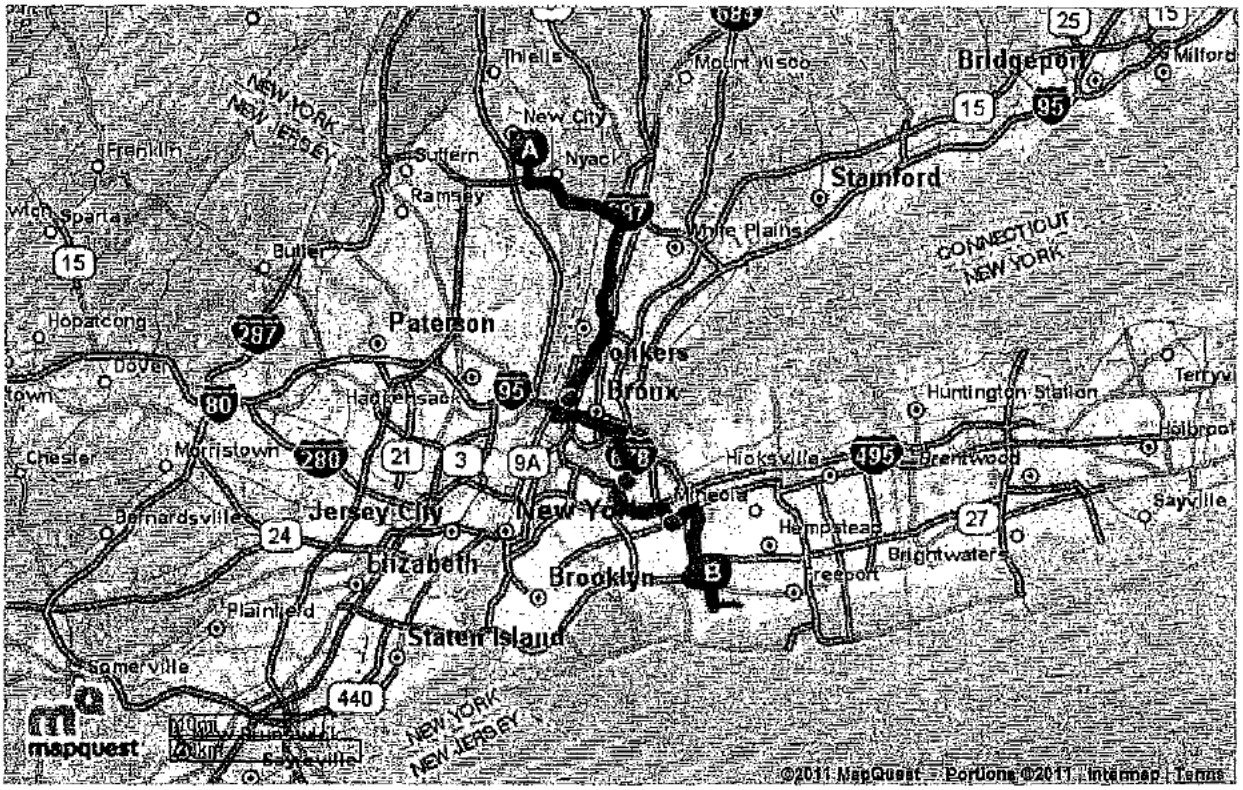
Trip to:
1255 Hewlett Plz
Hewlett, NY 11557-2009
52.51 miles
1 hour 19 minutes

Notes

		Miles Per Section	Miles Driven
A	[redacted] West Nyack, NY 10994-2632		
●	1. Start out going **south** on [redacted] toward **Doscher Ave.**	**Go 0.01 Mi**	0.01 mi
↱	2. Take the **1st right** onto **Doscher Ave.** *If you reach Patterson Ave you've gone about 0.1 miles too far*	**Go 0.1 Mi**	0.1 mi
↱	3. Turn **right** onto **RT-59 E.**	**Go 1.7 Mi**	1.8 mi
↰	4. Turn **left** onto **Mountainview Ave.** *Mountainview Ave is just past Central Ave* *Shell is on the right* *If you reach Kilby St you've gone about 0.2 miles too far*	**Go 0.04 Mi**	1.9 mi
↑	5. Merge onto **I-87 S** (Portions toll). *If you reach Cindy Ln you've gone about 0.1 miles too far*	**Go 22.8 Mi**	24.7 mi
7N EXIT	6. Merge onto **I-95 N / Cross Bronx Expy** via **EXIT 7N** toward **New Haven.**	**Go 4.8 Mi**	29.5 mi
6A EXIT	7. Merge onto **I-678 S** via **EXIT 6A** toward **Whitestone Br** (Portions toll).	**Go 6.4 Mi**	35.9 mi
12A EXIT	8. Take the **College Pt Blvd** exit, **EXIT 12A**, toward **I-495 E / Li Expwy / Eastern Li.**	**Go 0.2 Mi**	36.2 mi
↱	9. Turn **right** onto **College Point Blvd.** *If you are on 57th Rd and reach Lawrence St you've gone a little too far*	**Go 0.4 Mi**	36.5 mi
↰	10. Turn **left** onto **Horace Harding Expy S.** *Horace Harding Expy S is 0.2 miles past 58th Rd*	**Go 0.1 Mi**	36.6 mi
↑	11. Merge onto **I-495 E / Long Island Expy** via the ramp on the **left** toward **Eastern L I.**	**Go 3.2 Mi**	39.9 mi

12. Take the **I-295 / Clearview Expwy** exit, **EXIT 27N-S**, toward **Bronx / Grand Central Pkwy**.	**Go 0.09 Mi**	39.9 mi
13. Merge onto **I-295 S / Clearview Expy** via **EXIT 27S** on the **left** toward **Grand Central Pkwy / RT-25 / Hillside Ave**.	**Go 1.3 Mi**	41.2 mi
14. Merge onto **Grand Central Pky E** via **EXIT 1** toward **Eastern LI East**.	**Go 1.6 Mi**	42.8 mi
15. Take the **Cross Island Pkwy / Winchester Blvd** exit, **EXIT 23**, toward **RT-495 / Alley Park**.	**Go 0.3 Mi**	43.1 mi
16. Merge onto **Cross Island Pky S** via the exit on the **left** toward **South Shore**.	**Go 5.8 Mi**	48.9 mi
17. Take **EXIT 24A** toward **Francis Lewis Blvd**.	**Go 0.07 Mi**	49.0 mi
18. Turn **slight right** onto **Francis Lewis Blvd**. *If you are on Francis Lewis Blvd and reach 234th St you've gone a little too far*	**Go 0.3 Mi**	49.3 mi
19. Turn **left** onto **Sunrise Hwy / S Conduit Ave / RT-27 E**. Continue to follow **Sunrise Hwy / RT-27 E**. *Sunrise Hwy is 0.1 miles past N Conduit Ave* *Rosedale Citgo is on the corner* *If you are on Francis Lewis Blvd and reach 245th St you've gone a little too far*	**Go 1.4 Mi**	50.7 mi
20. Turn **right** onto **Mill Rd**. *Mill Rd is 0.2 miles past Green Acres Rd E* *If you reach Hicks St you've gone about 0.1 miles too far*	**Go 1.7 Mi**	52.4 mi
21. Turn **left** onto **W Broadway**.	**Go 0.04 Mi**	52.5 mi
22. Take the **1st right** onto **Hewlett Plz**. *Trader Joe's is on the corner* *If you reach Harris Ave you've gone a little too far*	**Go 0.05 Mi**	52.5 mi
23. **1255 HEWLETT PLZ** is on the **left**. *If you reach New St you've gone a little too far*		52.5 mi
1255 Hewlett Plz Hewlett, NY 11557-2009	**52.5 mi**	**52.5 mi**

Total Travel Estimate: 52.51 miles - about 1 hour 19 minutes



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Patch DEALS $25 for $50 Toward Tuxedo Rental at Advance Formal Wear on Lynbrook Patch **Get the Deal!**

FEDERAL EMERGENCY MANAGEMENT AGENCY

OFFICIAL TRAVEL AUTHORIZATION

(See Privacy Act Statement below)

1. ADDRESS TO WHICH TRAVEL EXPENSE CHECK IS TO BE MAILED (Same as to be shown on travel voucher)	2. PLACE PREPARED (City and State)	3. DATE PREPARED
Various	ALBANY,NY	1-Nov-11

TRAVELER		
	4. NAME (As shown on payroll) Various	5. SOCIAL SECURITY NO. See List
	6. TITLE PFT, DAE, CORE, MERS, ERT-A, IMAT	
	7. OFFICE AND DIVISION FEMA/REGION II	
	8. OFFICIAL STATION LOCATION Various	

9. TRAVEL PURPOSE CODE (See CODES tab)	
	01

9a. SPECIFIC PURPOSE OF TRAVEL OR REASON FOR AMENDMENT

HURRICAN IRENE
IA & PA.

10. APPROXIMATE TRAVEL DATE (MM/DD/YY)		11. TYPE OF AUTHORIZATION			CHECK HERE, IF AMENDMENT
a. Beginning	b. Ending	[X] a. Temporary (T)	[ ] b. Blanket (B)	[X] c. Group (G)	[X]
10/01/2011	11/18/2011	[ ] d. Invitational (I)	[ ] e. PCS-Relocation (R) (Attachment required)		

12. ITINERARY

a. / a. DATE	b. TRAVEL FROM	c. TRAVEL TO	d. ADDRESS AT DESTINATION	e. RETURN TRIP
10/01/2011-11/18/11	Residence/Duty Station VARIOUS	ALL COUNTIES IN THE STATE OF NEW YORK.	VARIOUS	[X] Yes [ ] No

13. MODE OF TRANSPORTATION (Exclude local transportation)

a. NORMAL	b. SPECIAL
[X] Air [X] Rail [X] Bus [ ] Ship [X] Government-owned vehicle	[ ] First Class Air [ ] Extra Fare Rail [X] Commercial Rental Vehicle [X] Privately-owned Vehicle [X] Other (Specify)

14. ALLOWANCES

a. MILEAGE RATE	b. PER DIEM	c. OTHER (Explain in item 15)
.51 (Cents per mile)	GSA Rate (Per day)	Taxi

15. JUSTIFICATION FOR SPECIAL MODES OF TRAVEL AND ALLOWANCES

Taxi,Limo, where no Public transportation is available and between Residence and Airport.
Carrying heavy luggage, Car Rental with prior Approval of Supervisor.
GSA 2012 Per Diem, Baggage.
POV, Parking Fees, ATM Fees, Telephone, Laundry.

16. ACCOUNTING CLASSIFICATION(S)				17. ESTIMATED EXPENSES (By Object Class)			18.	19.
				TRANSPORTATION (See TRANSPORTATION tab)				
FISCAL YEAR a.	FUND CODE b.	PRO-GRAM CODE c.	ORGANI-ZATION CODE d.	GOVERNMENT (OBJ-2110) a.	PERSONAL (OBJ-2110) b.	PERDEIM & OTHER (OBJ-2120) c.	TOTAL ESTIMATE COST	AMOUNT OF ADVANCE REQUESTED
2012	6	4020	9024	OBJ-2100				$1,002,625.00
		DR						Amd #4

20. REMARKS

lodging in adjoining counties in adjoining states if necessary due to limited lodging availability.

21.	CERTIFICATION: I certify that the travel herein was reviewed and determined to be essential for the [illegible] and missions.	b. DATE APPROVED	22. FUNDS OBLIGATED
APPROVED	[redacted]	11/1/11	a. INITIALS [illegible] b. DATE 11/1/11
23. AUTHOR-IZED	a. SIGNATURE AND TITLE OF AUTHORIZING OFFICIAL [redacted]	b. DATE AU-THORIZED	24. AUTHORIZATION NO. EMN-2012-TG-4020

DISTRIBUTION: ORIGINAL - TRAVELER, COPY 1&2- FINANCE, COPY 3-TRAVELER (SUBMIT WITH TRAVEL VOUCHER)

Exhibit #10

EXHIBIT

tabbies

mapquest

Sign up | Log in

Start Over

Where are you starting?

[redacted] West Nyack,

Where are you going?

415 Ocean Ave, Rockville Cen

Find Places

Get Directions

Add Stop | Route Settings

Find a hotel & save!

Choose Your Route

Route #1 | Route #2

via I-87 S

1hr 4min 45.7mi

Est. fuel cost: $3.63

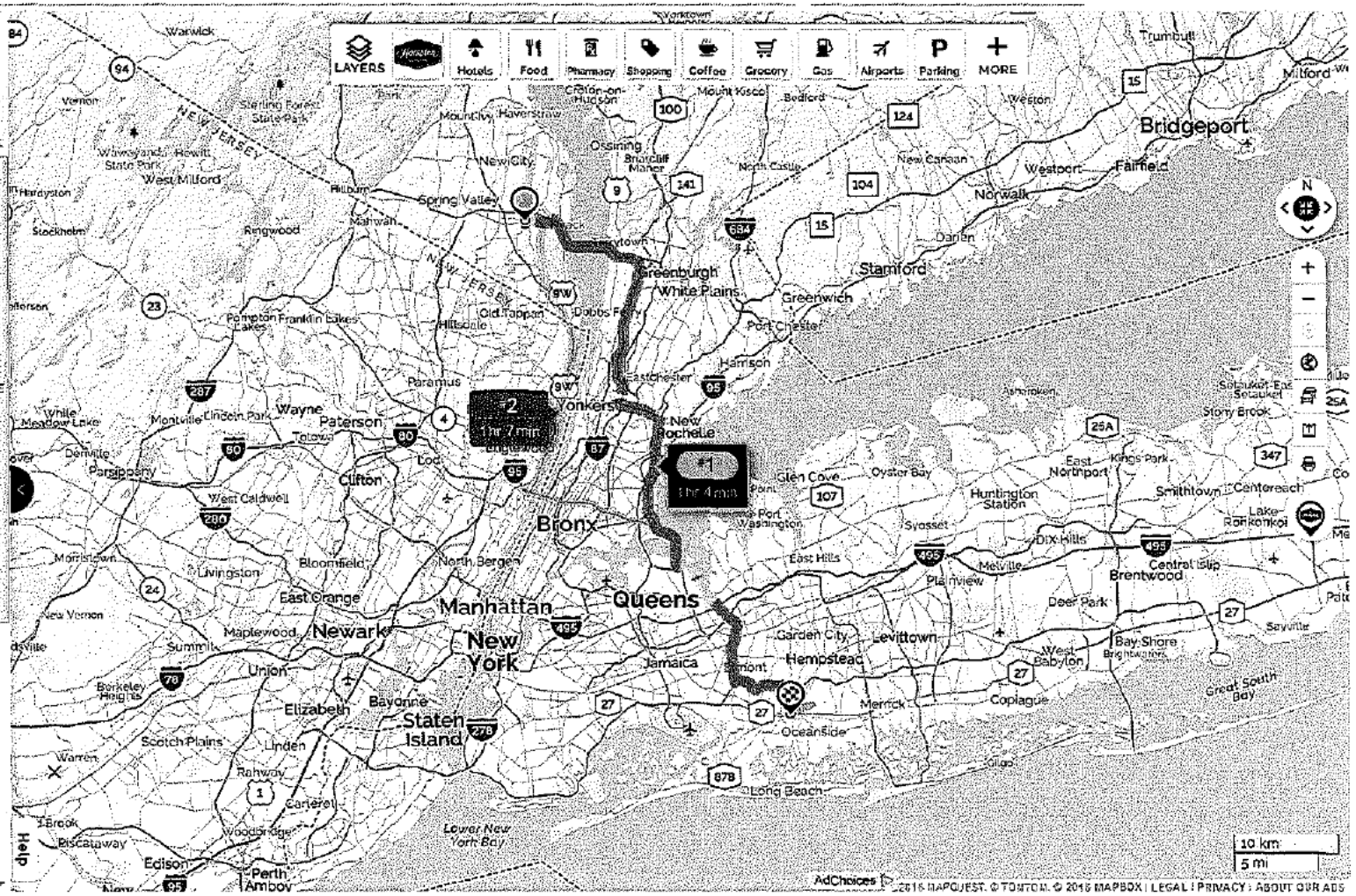
Add your vehicle for more accurate fuel cost

Current Traffic: Light

View Route Directions >

Your route is sponsored by:

BOOK NOW » Hertz



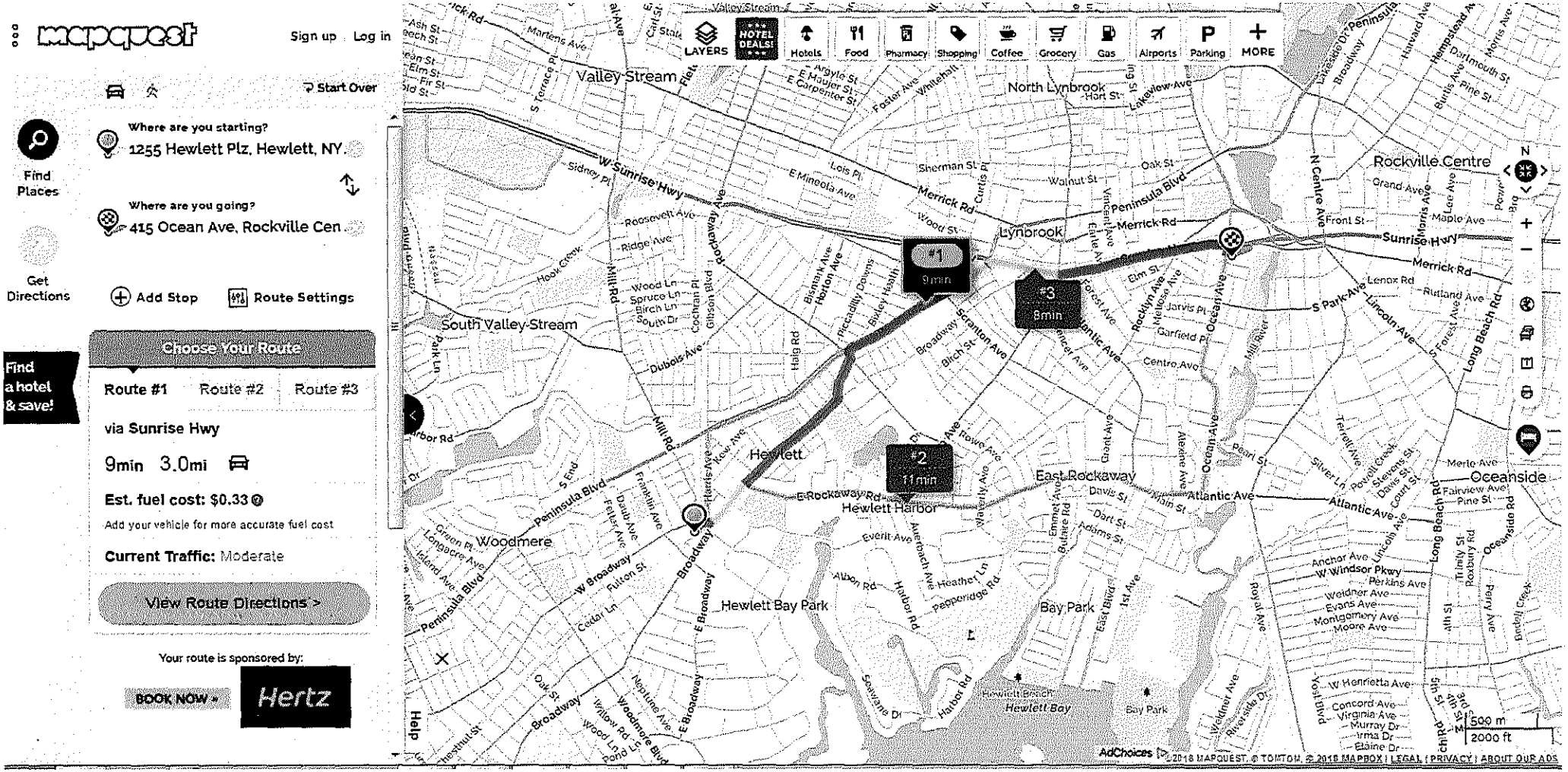

mapquest
Sign up
Log in
Start Over
Where are you starting?
1255 Hewlett Plz, Hewlett, NY
Where are you going?
415 Ocean Ave, Rockville Cen
Find Places
Get Directions
Add Stop
Route Settings
Find a hotel & save!
Choose Your Route
Route #1
Route #2
Route #3
via Sunrise Hwy
9min 3.0mi
Est. fuel cost: $0.33
Add your vehicle for more accurate fuel cost
Current Traffic: Moderate
View Route Directions >
Your route is sponsored by:
BOOK NOW »
Hertz
LAYERS
HOTEL DEALS
Hotels
Food
Pharmacy
Shopping
Coffee
Grocery
Gas
Airports
Parking
MORE
#1
9min
#2
11min
#3
8min
Valley Stream
North Lynbrook
Lynbrook
Rockville Centre
South Valley-Stream
Hewlett
Hewlett Harbor
East Rockaway
Woodmere
Hewlett Bay Park
Bay Park
Oceanside
Sunrise Hwy
Merrick Rd
Peninsula Blvd
Atlantic Ave
Broadway
E Rockaway Rd
Long Beach Rd
Mill Rd
N Centre Ave
S Park Ave
Lincoln Ave
Ocean Ave
Rockaway Ave
Hook Creek
Mill River
Help
AdChoices
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Exhibit #11

EXHIBIT

tabbies

From: [redacted]
To:
Date: Friday, October 07, 2011 8:54:00 AM

See look your dream came true.. but now binghamton is really gonna s%ck

[redacted]

From: [redacted]
To: [redacted]
Subject: RE:
Date: Friday, October 07, 2011 2:30:12 PM

Sorry, if worse comes to worse I can always come back, and I just realized that Hewlett is 47.9 miles from my house through city traffic, oh well

From: [redacted]
Sent: Friday, October [redacted]
[redacted]
Subject:

See look your dream came true.. but now binghamton is really gonna s%ck

[redacted]

From: [redacted]
To: [redacted]
Subject: RE:
Date: Friday, October 07, 2011 2:31:00 PM

Ok. So fyi. No hotel, im sorry.. will have to commute daily.

[redacted]

[redacted]

Sorry, if worse comes to worse I can always come back, and I just realized that Hewlett is 47.9 miles from my house through city traffic, oh well

[redacted]

See look your dream came true.. but now binghamton is really gonna s%ck

[redacted]

[redacted]

See attached..use this for your travel in your new location if you have problems with the mileage

[redacted]

[redacted]

This message was received via FAXCOM, a product from Biscom Inc. http://www.biscom.com/

-------Fax Reception Report-------

Received Time: 10/07/2011 13:58
Result: OK
Description: All pages received OK
Result Code: 0000
Pages Received: 1
Remote TSI:
Connect Time: 0 minutes, 25 seconds
Routing ID: 2823
Caller ID:
Unique ID: DNLIFAX1_1110071858320397
Fax Line: 6
Fax Server: 127.1

The fax is included as a PDF image attachment

mapquest

Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

Suggested Routes

US-9W S
1 hour 55 mins / 53.75 miles

US-9W
1 hour 55 mins / 52.23 miles

Driving Directions

Save

[redacted]
West Nyack, NY 10994-2632
Not what you were looking for?

Online Offers: Motels in West Nyack

1.	Start out going south on [redacted] toward Doscher Ave.	0.01 mi
2.	Take the 1st right onto Doscher Ave. *If you reach Patterson Ave you've gone about 0.1 miles too far*	0.1 mi
3.	Turn right onto RT-59 E.	0.8 mi
4.	Merge onto RT-303 S.	3.6 mi

Exhibit #12

EXHIBIT

Stupar, David

[redacted]

Due to the rebuilding of New Yorks infrastructure and all the road and bridge construction, this the only route that less than 3 hours

[redacted]

-----Original Message-----
[redacted]

See attached..use this for your travel in your new location if you have problems with the mileage

[redacted]

-----Original Message-----
[redacted]

This message was received via FAXCOM, a product from Biscom Inc. http://www.biscom.com/

-------Fax Reception Report-------

Received Time: 10/07/2011 13:58
Result: OK
Description: All pages received OK
Result Code: 0000
Pages Received: 1
Remote TSI:
Connect Time: 0 minutes, 25 seconds
Routing ID: 2823
Caller ID:
Unique ID: DNLIFAX1_1110071858320397
Fax Line: 6
Fax Server: 127.1

The fax is included as a PDF image attachment

mapquest

Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

Featured Sites

Suggested Routes

US-9W S
1 hour 55 mins / 53.75 miles

US-9W
1 hour 55 mins / 52.23 miles

Driving Directions

Save

[redacted]
West Nyack, NY 10994-2632
Not what you were looking for?

Online Offers: Motels in West Nyack

1.	Start out going **south** on [redacted] toward **Doscher Ave.**	0.01 mi
2.	Take the **1st right** onto **Doscher Ave.** *If you reach Patterson Ave you've gone about 0.1 miles too far*	0.1 mi
3.	Turn **right** onto **RT-59 E.**	0.8 mi
4.	Merge onto **RT-303 S.**	3.5 mi

Stupar, David

From: [redacted]

Correct and the new one that I just sent you is 53.36 miles

[redacted]

I found your route that you emailed me. It was 52 miles

:$
Last Updated:
- miles away
from
$0
,
- Unable to Locate

[redacted], West Nyack, NY 10994-2632
[redacted]
(Address is approximate)
(cross street:)
|from $0
| reservations | website | menu | Coupon | More Info
reviews

${_hours}:
${_price}:
Add a Note
Not what you were looking for?
Sorry about that.
Please revise your search below and we'll correct it. Thanks for the help!
Add a Note
Notes are limited to 255 characters. Please enter a shorter note.

Savecanceledit note Miles Per Section Miles Driven Time
(Estimated) Hide Row
Show Map
Hide Map
1. Start out going south on [redacted] toward Doscher Ave. go 0.01 mi

total 0.01 mi 0.01 mi Hide Row
Show Map
Hide Map
2. Take the 1st right onto Doscher Ave.
If you reach Patterson Ave you've gone about 0.1 miles too far go 0.1 mi

total 0.1 mi 0.1 mi Hide Row
Show Map
Hide Map
3. Turn right onto RT-59 E. go 1.7 mi

total 1.8 mi 1.8 mi 2 minutes Hide Row
Show Map
Hide Map
4. Turn left onto Mountainview Ave.
Mountainview Ave is just past Central Ave Shell is on the right If you reach Kilby St you've gone about 0.2 miles too far go 0.04 mi

total 1.9 mi 1.9 mi Hide Row
Show Map
Hide Map
5. Merge onto I-87 S (Portions toll).
If you reach Cindy Ln you've gone about 0.1 miles too far go 22.8 mi

total 24.7 mi 24.7 mi 28 minutes Hide Row Show Map Hide Map
6. Merge onto I-95 N / Cross Bronx Expy via EXIT 7N toward New Haven. go 4.8 mi

total 29.5 mi 29.5 mi 6 minutes Hide Row Show Map Hide Map
7. Merge onto I-678 S via EXIT 6A toward Whitestone Br (Portions toll). go 6.4 mi

total 35.9 mi 35.9 mi 10 minutes Hide Row Show Map Hide Map
8. Take the College Pt Blvd exit, EXIT 12A, toward I-495 E / Li Expwy / Eastern Li. go 0.2 mi

total 36.2 mi 36.2 mi Hide Row
Show Map
Hide Map
9. Turn right onto College Point Blvd.
If you are on 57th Rd and reach Lawrence St you've gone a little too far go 0.4 mi

total 36.5 mi 36.5 mi 1 minute Hide Row Show Map Hide Map
10. Turn left onto Horace Harding Expy S.
Horace Harding Expy S is 0.2 miles past 58th Rd go 0.1 mi

total 36.6 mi 36.6 mi Hide Row
Show Map
Hide Map
11. Merge onto I-495 E / Long Island Expy via the ramp on the left toward Eastern L I. go 3.2 mi

total 39.9 mi 39.9 mi 4 minutes Hide Row Show Map Hide Map
12. Take the I-295 / Clearview Expwy exit, EXIT 27N-S, toward Bronx / Grand Central Pkwy. go 0.09 mi

total 39.9 mi 39.9 mi Hide Row
Show Map
Hide Map
13. Merge onto I-295 S / Clearview Expy via EXIT 27S on the left toward Grand Central Pkwy / RT-25 / Hillside Ave. go 1.3 mi

total 41.2 mi 41.2 mi 1 minute Hide Row Show Map Hide Map
14. Merge onto Grand Central Pky E via EXIT 1 toward Eastern Li East. go 1.6 mi

total 42.8 mi 42.8 mi 2 minutes Hide Row Show Map Hide Map
15. Take the Cross Island Pkwy / Winchester Blvd exit, EXIT 23, toward RT-495 / Alley Park. go 0.3 mi

total 43.1 mi 43.1 mi Hide Row
Show Map
Hide Map
16. Merge onto Cross Island Pky S via the exit on the left toward South Shore. go 5.8 mi

total 48.9 mi 48.9 mi 8 minutes Hide Row Show Map Hide Map
17. Take EXIT 24A toward Francis Lewis Blvd. go 0.07 mi

total 49.0 mi 49.0 mi Hide Row
Show Map
Hide Map
18. Turn slight right onto Francis Lewis Blvd.
If you are on Francis Lewis Blvd and reach 234th St you've gone a little too far go 0.3 mi

total 49.3 mi 49.3 mi 1 minute Hide Row Show Map Hide Map
19. Turn left onto Sunrise Hwy / S Conduit Ave / RT-27 E. Continue to follow Sunrise Hwy / RT-27 E.
Sunrise Hwy is 0.1 miles past N Conduit Ave Rosedale Citgo is on the corner If you are on Francis Lewis Blvd and reach 245th St you've gone a little too far go 1.4 mi

total 50.7 mi 50.7 mi 2 minutes Hide Row Show Map Hide Map
20. Turn right onto Mill Rd.
Mill Rd is 0.2 miles past Green Acres Rd E If you reach Hicks St you've gone about 0.1 miles too far go 1.7 mi

total 52.4 mi 52.4 mi 5 minutes Hide Row Show Map Hide Map
21. Turn left onto W Broadway. go 0.04 mi

total 52.5 mi 52.5 mi Hide Row
Show Map
Hide Map
22. Take the 1st right onto Hewlett Plz.
Trader Joe's is on the corner
If you reach Harris Ave you've gone a little too far go 0.05 mi

total 52.5 mi 52.5 mi Hide Row
Show Map
Hide Map
23. 1255 HEWLETT PLZ is on the left.
If you reach New St you've gone a little too far
52.5 mi Hide Row
Show Map

[redacted] It looks like we're missing pages to this map quest

[redacted]

Due to the rebuilding of New Yorks infrastructure and all the road and bridge construction, this the only route that less than 3 hours

[redacted]

See attached..use this for your travel in your new location if you have problems with the mileage

[redacted]

This message was received via FAXCOM, a product from Biscom Inc. http://www.biscom.com/

-------Fax Reception Report-------

Received Time: 10/07/2011 13:58
Result: OK
Description: All pages received OK
Result Code: 0000
Pages Received: 1
Remote TSI:
Connect Time: 0 minutes, 25 seconds
Routing ID: 2823
Caller ID:
Unique ID: DNLIFAX1_1110071858320397
Fax Line: 6
Fax Server: 127.1

The fax is included as a PDF image attachment

[redacted]

[redacted]

[redacted] quick question, do I need to attach that mapquest travel route to every voucher while I'm at this location?

Thanks

[redacted]

[redacted]

[redacted]

No,

You should be good to go now.

Just double check with travel to see if they processed the last voucher I had the comptroller approve

[redacted]

[redacted]

[redacted]quick question, do I need to attach that mapquest travel route to every voucher while I'm at this location?

Thanks

[redacted]

[redacted]

[redacted]

Will do, thanks

[redacted]

No,

You should be good to go now.

Just double check with travel to see if they processed the last voucher I had the comptroller approve

[redacted]

[redacted]

[redacted]quick question, do I need to attach that mapquest travel route to every voucher while I'm at this location?

Thanks

[redacted]

mapquest

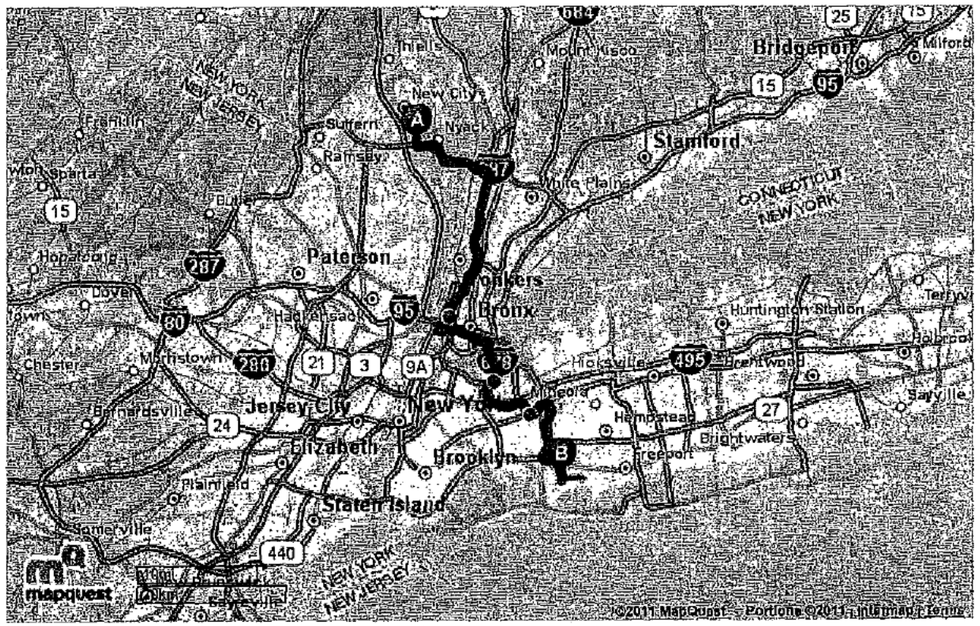
Trip to:
1255 Hewlett Plz
Hewlett, NY 11557-2009
52.51 miles
1 hour 19 minutes

Notes

		Miles Per Section	Miles Driven
A	[redacted] West Nyack, NY 10994-2632		
	1. Start out going **south** on [redacted] toward **Doscher Ave.**	**Go 0.01 Mi**	0.01 mi
	2. Take the 1st **right** onto **Doscher Ave.** *If you reach Patterson Ave you've gone about 0.1 miles too far*	**Go 0.1 Mi**	0.1 mi
	3. Turn **right** onto **RT-59 E.**	**Go 1.7 Mi**	1.8 mi
	4. Turn **left** onto **Mountainview Ave.** *Mountainview Ave is just past Central Ave* *Shell is on the right* *If you reach Kilby St you've gone about 0.2 miles too far*	**Go 0.04 Mi**	1.9 mi
	5. Merge onto **I-87 S** (Portions toll). *If you reach Cindy Ln you've gone about 0.1 miles too far*	**Go 22.8 Mi**	24.7 mi
	6. Merge onto **I-95 N / Cross Bronx Expy** via **EXIT 7N** toward **New Haven.**	**Go 4.8 Mi**	29.5 mi
	7. Merge onto **I-678 S** via **EXIT 6A** toward **Whitestone Br** (Portions toll).	**Go 6.4 Mi**	35.9 mi
	8. Take the **College Pt Blvd** exit, **EXIT 12A**, toward **I-495 E / LI Expwy / Eastern LI.**	**Go 0.2 Mi**	36.2 mi
	9. Turn **right** onto **College Point Blvd.** *If you are on 57th Rd and reach Lawrence St you've gone a little too far*	**Go 0.4 Mi**	36.5 mi
	10. Turn **left** onto **Horace Harding Expy S.** *Horace Harding Expy S is 0.2 miles past 58th Rd*	**Go 0.1 Mi**	36.6 mi
	11. Merge onto **I-495 E / Long Island Expy** via the ramp on the **left** toward **Eastern L I.**	**Go 3.2 Mi**	39.9 mi

12. Take the **I-295 / Clearview Expwy** exit, **EXIT 27N-S**, toward **Bronx / Grand Central Pkwy**.	**Go 0.09 Mi**	39.9 mi
13. Merge onto **I-295 S / Clearview Expy** via **EXIT 27S** on the **left** toward **Grand Central Pkwy / RT-25 / Hillside Ave**.	**Go 1.3 Mi**	41.2 mi
14. Merge onto **Grand Central Pky E** via **EXIT 1** toward **Eastern LI East**.	**Go 1.6 Mi**	42.8 mi
15. Take the **Cross Island Pkwy / Winchester Blvd** exit, **EXIT 23**, toward **RT-495 / Alley Park**.	**Go 0.3 Mi**	43.1 mi
16. Merge onto **Cross Island Pky S** via the exit on the **left** toward **South Shore**.	**Go 5.8 Mi**	48.9 mi
17. Take **EXIT 24A** toward **Francis Lewis Blvd**.	**Go 0.07 Mi**	49.0 mi
18. Turn **slight right** onto **Francis Lewis Blvd**. *If you are on Francis Lewis Blvd and reach 234th St you've gone a little too far*	**Go 0.3 Mi**	49.3 mi
19. Turn **left** onto **Sunrise Hwy / S Conduit Ave / RT-27 E**. Continue to follow **Sunrise Hwy / RT-27 E**. *Sunrise Hwy is 0.1 miles past N Conduit Ave* *Rosedale Citgo is on the corner* *If you are on Francis Lewis Blvd and reach 245th St you've gone a little too far*	**Go 1.4 Mi**	50.7 mi
20. Turn **right** onto **Mill Rd**. *Mill Rd is 0.2 miles past Green Acres Rd E* *If you reach Hicks St you've gone about 0.1 miles too far*	**Go 1.7 Mi**	52.4 mi
21. Turn **left** onto **W Broadway**.	**Go 0.04 Mi**	52.5 mi
22. Take the 1st **right** onto **Hewlett Plz**. *Trader Joe's is on the corner* *If you reach Harris Ave you've gone a little too far*	**Go 0.05 Mi**	52.5 mi
23. **1255 HEWLETT PLZ** is on the **left**. *If you reach New St you've gone a little too far*		52.5 mi
1255 Hewlett Plz Hewlett, NY 11557-2009	**52.5 mi**	**52.5 mi**

Total Travel Estimate: **52.51 miles - about 1 hour 19 minutes**



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Patch DEALS $25 for $50 Toward Tuxedo Rental at Advance Formal Wear on Lynbrook Patch **Get the Deal!**

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Huntington
Northport
Smithtown
Brookhaven
Centereach
Selden
Coram
Port Jefferson
Setauket
Stony Brook
Rocky Point
Shoreham
Wading River
Riverhead
Calverton
Manorville
Eastport
Westhampton Beach
Quogue
Hampton Bays
Southampton
Bridgehampton
Sag Harbor
Amagansett
East Hampton
Montauk
Greenport
Mattituck
Cutchogue
Southold
Orient
Fishers Island
Shelter Island
Shelter Island Heights
Sylvester Manor
Dering Harbor
Gardiners Island
Peconic
Cutchogue
Mattituck
Laurel
Aquebogue
Jamesport
Riverhead
Wading River
Manorville
Calverton
Eastport
Speonk
Westhampton
Quogue
Hampton Bays
Southampton
Bridgehampton
Sag Harbor
Amagansett
East Hampton
Montauk
Greenport

Exhibit #13

[redacted]

[redacted] Here is a copy of the temporary schedule for the Hewlett OFO

[redacted]

This will cover all shifts
We will be switching this up periodically to be fair to everyone.
As soon as people show up (we figure 20 or more) we will go back to 10 hr days split shift unless otherwise instructed

Any questions please call

[redacted]

[redacted] if you want to do this in Binghamton you can send this to Jeff as a template

Exhibit #14

EXHIBIT
tabbies

Name: [redacted]
Pay Period: 20 : Sep 25, 2011 to Oct 8, 2011
Time Card Type: Regular
Leave Year: 2011
Status: Certified
SSN: [redacted]

Time In Pay: 140:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 12

				Sep								Oct								
Transaction	Pfx	Sfx	Account	25	26	27	28	29	30	1		2	3	4	5	6	7	8		
				S	M	T	W	T	F	S	Wk 1	S	M	T	W	T	F	S	Wk 2	Total
Regular Base Pay			064031DR9024D DR 4031 NY Reg 2		8	8	8	8	8		40	8	8	8	8	8			40	80
Over 40 Overtime			064031DR9024D DR 4031 NY Reg 2		4	4	4	4	4	12	32		4	4	4	4	12		28	60
Work Time Total					12	12	12	12	12	12	72	8	12	12	12	12	12		68	140
Time In																				
Time Out																				
(No Leave and Other Time Transactions)																				
Daily Total					12	12	12	12	12	12	72	8	12	12	12	12	12		68	140

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	88:00	4:00	92:00	--	92:00
Sick Unapplied	14:00				14:00

Maximum Available Annual	--
Maximum Available Sick	92:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2940
Unit	92
Timekeeper	01
Retain Data	None

Account Data Code	Manual Entry
Service Computation Date	Sep 10 2009
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date: Oct 13 2011 5:50 AM

Oct 13 2011 08:00 AM	Built	[redacted]	Built in Build ID 7966.
Oct 13 2011 05:50 AM	Supervisor Certified		
Oct 11 2011 11:27 AM	Timekeeper Validated		
Oct 11 2011 11:27 AM	Validation Reset By Edit		
Oct 06 2011 03:41 PM	Employee Attested		
Oct 05 2011 03:41 PM	Employee Validated		
Oct 05 2011 08:38 PM	Validation Reset By Edit		
Oct 05 2011 09:57 AM	Employee Attested		
Oct 05 2011 09:57 AM	Employee Validated		
Oct 02 2011 06:16 PM	Service Computation date adjusted		SCD changed to 10-SEP-2009
Sep 27 2011 11:05 AM	New Record Created		Created during Build ID 7825 for pay

Name: [redacted] Pay Period: 21 - Oct 9, 2011 to Oct 22, 2011

Time Card Type: Regular Leave Year: 2011

Status: Certified SSN: [redacted]

Time In Pay: 100:30 Other Time: 0:00 Dollar Transactions: $0.00 Days in Pay: 12

Transaction	Pfx	Stx	Account	Oct 9 S	10 M	11 T	12 W	13 T	14 F	15 S	Wk 1	Oct 16 S	17 M	18 T	19 W	20 T	21 F	22 S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2			8	8	8		8	32		8	8	8	8	8		40	72
Over 40 Overtime			064020DR9024D DR 4020 NY Reg 2			1:30	1:30		8	1:30	12:30							8	8	20:30
Work Time Total						9:30	9:30	8	8	9:30	44:30		8	8	8	8	8	8	48	92:30
Holiday Leave			064020DR9024D DR 4020 NY Reg 2		8						8									8
Leave and Other Time Total					8						8									8
Daily Total					8	9:30	9:30	8	8	9:30	52:30		8	8	8	8	8	8	48	100:30

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	95:00	4:00	99:00	--	99:00
Sick Unapplied	14:00				14:00
Other				8:00	

Maximum Available Annual	--
Maximum Available Sick	99:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	02
Timekeeper	01

Retain Data	None
Account Data Code	Manual Entry
Service Computation Date	Sep 10 2009
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

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Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date:

Oct 26 2011 04:03 PM	Built	[redacted]	Built in Build ID 8047.
Oct 26 2011 02:10 PM	Supervisor Certified		
Oct 24 2011 01:40 PM	Timekeeper Validated		
Oct 24 2011 01:39 PM	Validation Reset By Edit		
Oct 19 2011 09:17 AM	Employee Attested		
Oct 19 2011 09:17 AM	Employee Validated		
Oct 18 2011 07:06 PM	Leave adjusted		Sick Forward adjusted 3:00 hours.
Oct 13 2011 08:00 AM	New Record Created		Created during Build ID 7955 for pay

Name: [redacted] Pay Period: 22 : Oct 23, 2011 to Nov 5, 2011

Time Card Type: Regular Leave Year: 2011

Status: Certified SSN: [redacted]

Time In Pay: 104:30 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 12

				Oct								Oct								
Transaction	Pfx	Sfx	Account	23	24	25	26	27	28	29		30	31	1	2	3	4	5		
				S	M	T	W	T	F	S	Wk 1	S	M	T	W	T	F	S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2		8	8	8	8	8		40				8	8	8		24	64
Over 40 Overtime			064020DR9024D DR 4020 NY Reg 2				1:30	1:30	1:30	6	10:30				1:30	1:30	1:30	9:30	14	24:30
Work Time Total					8	8	9:30	9:30	9:30	6	50:30				9:30	9:30	9:30	9:30	38	88:30
Sick Leave			064020DR9024D DR 4020 NY Reg 2										8	8					16	16
Leave and Other Time Total													8	8					16	16
Daily Total					8	8	9:30	9:30	9:30	6	50:30		8	8	9:30	9:30	9:30	9:30	54	104:30

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	98:00	4:00	103:00	16:00	87:00
Sick Unapplied	14:00				14:00

Maximum Available Annual	--
Maximum Available Sick	87:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	92
Timekeeper	01
Retain Data	None

Account Data Code	Manual Entry
Service Computation Date	Sep 10 2009
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

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Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date:

Nov 09 2011 04:03 PM	Built	[redacted]	Built in Build ID 8135.
Nov 09 2011 10:49 AM	Supervisor Certified		
Nov 05 2011 10:19 AM	Timekeeper Validated		
Nov 05 2011 10:19 AM	Validation Reset By Edit		
Nov 02 2011 07:56 AM	Employee Attested		
Nov 02 2011 07:56 AM	Employee Validated		
Nov 02 2011 07:55 AM	Validation Reset By Edit		
Nov 02 2011 07:52 AM	Employee Attested		
Nov 02 2011 07:52 AM	Employee Validated		
Nov 02 2011 07:52 AM	Validation Reset By Edit		
Nov 02 2011 06:43 AM	Employee Attested		
Nov 02 2011 06:43 AM	Employee Validated		
Oct 26 2011 04:03 PM	New Record Created		Created during Build ID 8047 for pay

Name: [redacted]

Pay Period: 23 : Nov 6, 2011 to Nov 19, 2011

Time Card Type: Regular

Leave Year: 2011

Status: Certified

SSN: [redacted]

Time In Pay: 93:30 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 10

Transaction	Pfx	Sfx	Account	Nov 6 S	7 M	8 T	9 W	10 T	11 F	12 S	Wk 1	Nov 13 S	14 M	15 T	16 W	17 T	18 F	19 S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2		8	8	8	8			32		8	8	8	8	8		40	72
Over 40 Overtime			064020DR9024D DR 4020 NY Reg 2		1:30	1:30	1:30	1:30			6		1:30	1:30	1:30	1:30	1:30		7:30	13:30
Work Time Total					9:30	9:30	9:30	9:30			38		9:30	9:30	9:30	9:30	9:30		47:30	85:30
Holiday Leave			064020DR9024D DR 4020 NY Reg 2						8		8									8
Leave and Other Time Total									8		8									8
Daily Total					9:30	9:30	9:30	9:30	8		46		9:30	9:30	9:30	9:30	9:30		47:30	93:30

	Fwd	Acc	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	87:00	4:00	91:00	--	91:00
Sick Unapplied	14:00				14:00
Other				8:00	

Maximum Available Annual	--
Maximum Available Sick	91:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	92
Timekeeper	01

Retain Data	None
Account Data Code	Manual Entry
Service Computation Date	Sep 10 2009
Annual Leave Category	6 hr/pp
Personal Leave Ceiling	240:00

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Affirmed By: [redacted]R
Affirmed Date:
Certified By:
Certified Date:

Nov 20 2011 07:56 AM	Built	[redacted]	Built in Build ID 8171.
Nov 18 2011 06:02 PM	Supervisor Certified		
Nov 18 2011 04:47 PM	Timekeeper Validated		
Nov 18 2011 04:47 PM	Validation Reset By Edit		
Nov 18 2011 12:12 PM	Employee Attested		
Nov 18 2011 12:12 PM	Employee Validated		
Nov 18 2011 12:11 PM	Validation Reset By Edit		
Nov 17 2011 07:03 AM	Employee Attested		
Nov 17 2011 07:03 AM	Employee Validated		
Nov 17 2011 07:03 AM	Validation Reset By Edit		
Nov 16 2011 09:05 AM	Employee Attested		
Nov 16 2011 09:05 AM	Employee Validated		
Nov 09 2011 04:03 PM	New Record Created		Created during Build ID 8135 for pay

Name: [redacted]

Pay Period: 24 : Nov 20, 2011 to Dec 3, 2011

Time Card Type: Regular

Leave Year: 2011

Status: Certified

SSN: [redacted]

Time In Pay: 92:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 10

Transaction	Pfx	Sfx	Account	Nov 20 S	21 M	22 T	23 W	24 T	25 F	26 S	Wk 1	Nov/Dec 27 S	28 M	29 T	30 W	1 T	2 F	3 S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2		8	8	8		8		32		8	8	8	8	8		40	72
Over 40 Overtime			064020DR9024D DR 4020 NY Reg 2		1:30	1:30	1:30				4:30		1:30	1:30	1:30	1:30	1:30		7:30	12
Work Time Total					9:30	9:30	9:30		8		36:30		9:30	9:30	9:30	9:30	9:30		47:30	84
Holiday Leave			064020DR9024D DR 4020 NY Reg 2					8			8									8
Leave and Other Time Total								8			8									8
Daily Total					9:30	9:30	9:30	8	8		44:30		9:30	9:30	9:30	9:30	9:30		47:30	92

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	91:00	4:00	95:00	--	95:00
Sick Unapplied	14:00				14:00
Other				8:00	

Maximum Available Annual	--
Maximum Available Sick	95:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	92
Timekeeper	01

Retain Data	None
Account Data Code	Manual Entry
Service Computation Date	Sep 10 2009
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

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Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date: Dec 04 2011 2:20 AM

Dec 04 2011 06:05 AM	Built	[redacted]	Built in Build ID 8266.
Dec 04 2011 02:20 AM	Supervisor Certified		
Dec 03 2011 12:07 PM	Timekeeper Validated		
Dec 03 2011 12:07 PM	Validation Reset By Edit		
Dec 01 2011 08:23 AM	Employee Attested		
Dec 01 2011 08:23 AM	Employee Validated		
Dec 01 2011 08:10 AM	Validation Reset By Edit		
Dec 01 2011 06:45 AM	Employee Attested		
Dec 01 2011 06:45 AM	Employee Validated		
Nov 20 2011 07:56 AM	New Record Created		Created during Build ID 8171 for pay

Name: [redacted]

Pay Period: 25 : Dec 4, 2011 to Dec 17, 2011

Time Card Type: Regular

Leave Year: 2011

Status: Certified

SSN: [redacted]

Time In Pay: 80:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 10

				Dec								Dec								
Transaction	Pfx	Sfx	Account	4	5	6	7	8	9	10		11	12	13	14	15	16	17		
				S	M	T	W	T	F	S	Wk 1	S	M	T	W	T	F	S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2		8	8	8	8	8		40		8	8	8	8	8		40	80
Work Time Total					8	8	8	8	8		40		8	8	8	8	8		40	80
Time In																				
Time Out																				
(No Leave and Other Time Transactions)																				
Daily Total					8	8	8	8	8		40		8	8	8	8	8		40	80

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	95:00	4:00	99:00	--	99:00
Sick Unapplied	14:00				14:00

Maximum Available Annual	--
Maximum Available Sick	99:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2540
Unit	92
Timekeeper	01
Retain Data	None
Account Data Code	Manual Entry

Service Computation Date	Sep 10 2009
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date: Dec 17, 2011 1:10 AM

Dec 18 2011 04:01 AM	Built	[redacted]	Built in Build ID 8386.
Dec 17 2011 01:10 AM	Supervisor Certified		
Dec 15 2011 03:32 PM	Timekeeper Validated		
Dec 15 2011 03:32 PM	Validation Reset By Edit		
Dec 15 2011 08:06 AM	Employee Attested		
Dec 15 2011 08:06 AM	Employee Validated		
Dec 04 2011 06:05 AM	New Record Created		Created during Build ID 8255 for pay

Name: [redacted]

Pay Period: 26 : Dec 18, 2011 to Dec 31, 2011

Time Card Type: Regular

Leave Year: 2011

Status: Certified

SSN: [redacted]

Time In Pay: 80:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 10

				Dec								Dec								
Transaction	Pfx	Sfx	Account	18	19	20	21	22	23	24		25	26	27	28	29	30	31		
				S	M	T	W	T	F	S	Wk 1	S	M	T	W	T	F	S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2		8	8	8	8	8		40			8	8	8	8		32	72
Work Time Total					8	8	8	8	8		40			8	8	8	8		32	72
Holiday Leave			064020DR9024D DR 4020 NY Reg 2										8						8	8
Leave and Other Time Total													8						8	8
Daily Total					8	8	8	8	8		40		8	8	8	8	8		40	80

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	99:00	4:00	103:00	--	103:00
Sick Unapplied	14:00				14:00
Other				8:00	

Maximum Available Annual	--
Maximum Available Sick	103:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	92
Timekeeper	01
Retain Data	None

Account Data Code	Manual Entry
Service Computation Date	Sep 10 2009
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date:

Jan 01 2012 10:08 AM	Built	[redacted]	Built in Build ID 8484.
Dec 30 2011 05:25 AM	Supervisor Certified		
Dec 28 2011 03:45 PM	Timekeeper Validated		
Dec 25 2011 06:17 PM	Validation Reset By Edit		
Dec 22 2011 01:41 PM	Employee Attested		
Dec 22 2011 01:41 PM	Employee Validated		
Dec 18 2011 04:01 AM	New Record Created		Created during Build ID 8386 for pay

Name: [redacted]

Pay Period: 01 : Jan 1, 2012 to Jan 14, 2012

Time Card Type: Regular

Leave Year: 2012

Status: Certified

SSN: [redacted]

Time In Pay: 80:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 10

				Jan								Jan								
Transaction	Pfx	Sfx	Account	1	2	3	4	5	6	7		8	9	10	11	12	13	14		
				S	M	T	W	T	F	S	Wk 1	S	M	T	W	T	F	S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2			8	8	8	8		32		8	8	8	8	8		40	72
Work Time Total						8	8	8	8		32		8	8	8	8	8		40	72
Holiday Leave			064020DR9024D DR 4020 NY Reg 2		8						8									8
Leave and Other Time Total					8						8									8
Daily Total					8	8	8	8	8		40		8	8	8	8	8		40	80

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	103:00	4:00	107:00	--	107:00
Sick Unapplied	14:00				14:00
Other				8:00	

Maximum Available Annual	--
Maximum Available Sick	107:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	92
Timekeeper	01
Retain Data	None

Account Data Code	Manual Entry
Service Computation Date	Sep 10 2009
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date:

Jan 17 2012 06:01 AM	Built	[redacted]	Built in Build ID 8607.
Jan 17 2012 01:04 AM	Supervisor Certified		
Jan 12 2012 02:50 PM	Timekeeper Validated		
Jan 12 2012 02:50 PM	Validation Reset By Edit		
Jan 10 2012 05:02 AM	Employee Attested		
Jan 10 2012 05:02 AM	Employee Validated		
Jan 01 2012 10:08 AM	New Record Created		Created during Build ID 8464 for pay

Name: [redacted]

Pay Period: 02 : Jan 15, 2012 to Jan 28, 2012

Time Card Type: Regular

Leave Year: 2012

Status: Certified

SSN: [redacted]

Time In Pay: 80:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 10

				Jan								Jan								
Transaction	Pfx	Sfx	Account	15	16	17	18	19	20	21		22	23	24	25	26	27	28		
				S	M	T	W	T	F	S	Wk 1	S	M	T	W	T	F	S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2			8	8	8	8		32		8	8	8	8	8		40	72
Work Time Total						8	8	8	8		32		8	8	8	8	8		40	72
Holiday Leave			064020DR9024D DR 4020 NY Reg 2		8						8									8
Leave and Other Time Total					8						8									8
Daily Total					8	8	8	8	8		40		8	8	8	8	8		40	80

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	107:00	4:00	111:00	--	111:00
Sick Unapplied	14:00				14:00
Other				8:00	

Maximum Available Annual	--
Maximum Available Sick	111:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	92
Timekeeper	01
Retain Data	None

[redacted]	Manual Entry
Service Computation Date	Feb 28 2010
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date:

[redacted]			
Jan 29 2012 04:18 AM	Built	[redacted]	Built in Build ID 9669.
Jan 28 2012 07:28 PM	Supervisor Certified		
Jan 28 2012 09:06 AM	Timekeeper Validated		
Jan 28 2012 09:06 AM	Validation Reset By Edit		
Jan 28 2012 10:20 AM	Employee Attested		
Jan 25 2012 10:20 AM	Employee Validated		
Jan 22 2012 06:17 PM	Service Computation date adjusted		SCD changed to 28-FEB-2010
Jan 17 2012 06:01 AM	New Record Created		Created during Build ID 9607 for pay

[redacted]

Name: [redacted]

Pay Period: 03 : Jan 29, 2012 to Feb 11, 2012

Time Card Type: Regular

Leave Year: 2012

Status: Certified

SSN: [redacted]

Time In Pay: 80:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 10

				Jan								Feb								
Transaction	Pfx	Sfx	Account	29	30	31	1	2	3	4		5	6	7	8	9	10	11		
				S	M	T	W	T	F	S	Wk 1	S	M	T	W	T	F	S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2		8	8	8	8	8		40		8	8	8	8	8		40	80
Work Time Total					8	8	8	8	8		40		8	8	8	8	8		40	80
Time In																				
Time Out																				
(No Leave and Other Time Transactions)																				
Daily Total					8	8	8	8	8		40		8	8	8	8	8		40	80

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	111:00	4:00	115:00	--	115:00
Sick Unapplied	14:00				14:00

Maximum Available Annual	--
Maximum Available Sick	115:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	92
Timekeeper	01
Retain Date	None
Account Data Code	Manual Entry

Service Computation Date	Feb 28 2010
Annual Leave Category	C hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date:

Feb 14 2012 10:00 AM	Built	[redacted]	Built in Build ID 20828.
Feb 14 2012 07:36 AM	Supervisor Certified		
Feb 11 2012 08:46 AM	Timekeeper Validated		
Feb 11 2012 08:46 AM	Validation Reset By Edit		
Feb 08 2012 02:59 PM	Employee Attested		
Feb 08 2012 02:59 PM	Employee Validated		
Jan 29 2012 04:18 AM	New Record Created		Created during Build ID 8669 for pay

Name: [redacted] Pay Period: 04 : Feb 12, 2012 to Feb 25, 2012

Time Card Type: Regular Leave Year: 2012

Status: Certified SSN: [redacted]

Time In Pay: 80:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 10

Transaction	Pfx	Sfx	Account	Feb 12 S	13 M	14 T	15 W	16 T	17 F	18 S	Wk 1	Feb 19 S	20 M	21 T	22 W	23 T	24 F	25 S	Wk 2	Total
Regular Base Pay			054020DR9024D DR 4020 NY Reg 2		8	8	8	8	8		40			8	8	8	8		32	72
Work Time Total					8	8	8	8	8		40			8	8	8	8		32	72
Holiday Leave			054020DR9024D DR 4020 NY Reg 2										8						8	8
Leave and Other Time Total													8						8	8
Daily Total					8	8	8	8	8		40		8	8	8	8	8		40	80

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	115:00	4:00	119:00	--	119:00
Sick Unapplied	14:00				14:00
Other				8:00	

Maximum Available Annual	--
Maximum Available Sick	119:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	92
Timekeeper	01
Retain Data	None

Account Data Code	Manual Entry
Service Computation Date	Feb 28 2010
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date:

Feb 27 2012 04:27 PM	Built	[redacted]	Built in Build ID 21818.
Feb 27 2012 11:27 AM	Supervisor Certified		
Feb 25 2012 12:21 PM	Timekeeper Validated		
Feb 25 2012 12:21 PM	Validation Reset By Edit		
Feb 21 2012 11:26 AM	Employee Attested		
Feb 21 2012 11:26 AM	Employee Validated		
Feb 14 2012 10:00 AM	New Record Created		Created during Build ID 20828 for

Name: [redacted]

Pay Period: 05 : Feb 26, 2012 to Mar 10, 2012

Time Card Type: Regular

Leave Year: 2012

Status: Certified

SSN: [redacted]

Time In Pay: 80:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 10

				Feb								Mar								
Transaction	Pfx	Sfx	Account	25	27	28	29	1	2	3	Wk 1	4	5	6	7	8	9	10	Wk 2	Total
				S	M	T	W	T	F	S		S	M	T	W	T	F	S		
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2		8	8	8	8	8		40		8	8	8	8	8		40	80
Work Time Total					8	8	8	8	8		40		8	8	8	8	8		40	80
Time In																				
Time Out																				
(No Leave and Other Time Transactions)																				
Daily Total					8	8	8	8	8		40		8	8	8	8	8		40	80

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	119:00	4:00	123:00	--	123:00
Sick Unapplied	14:00				14:00

Maximum Available Annual	--
Maximum Available Sick	123:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	92
Timekeeper	01
Retain Data	None
Account Data Code	Manual Entry

Service Computation Date	Feb 28 2010
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date:

Mar 11 2012 04:52 AM	Built	[redacted]	Built In Build ID 22792.
Mar 10 2012 06:23 PM	Supervisor Certified		
Mar 10 2012 10:42 AM	Timekeeper Validated		
Mar 10 2012 10:42 AM	Validation Reset By Edit		
Mar 07 2012 08:46 AM	Employee Attested		
Mar 07 2012 08:45 AM	Employee Validated		
Feb 27 2012 04:27 PM	New Record Created		Created during Build ID 21618 for

Name: [redacted]

Pay Period: 06 : Mar 11, 2012 to Mar 24, 2012

Time Card Type: Regular

Leave Year: 2012

Status: Certified

SSN: [redacted]

Time In Pay: 84:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 11

				Mar								Mar								
Transaction	Pfx	Sfx	Account	11	12	13	14	15	16	17		18	19	20	21	22	23	24		
				S	M	T	W	T	F	S	Wk 1	S	M	T	W	T	F	S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2		8	8	8	8	8		40		8	8	8	8	8		40	80
Over 40 Overtime			064020DR9024D DR 4020 NY Reg 2							4	4									4
Work Time Total					8	8	8	8	8	4	44		8	8	8	8	8		40	84
Time In																				
Time Out																				
(No Leave and Other Time Transactions)																				
Daily Total					8	8	8	8	8	4	44		8	8	8	8	8		40	84

	Pwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	123:00	4:00	127:00	--	127:00
Sick Unapplied	14:00				14:00

Maximum Available Annual	--
Maximum Available Sick	127:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2640
Unit	92
Timekeeper	01
Retain Data	None

Account Data Code	Manual Entry
Service Computation Date	Feb 28 2010
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date:

Mar 26 2012 05:25 PM	Built	[redacted]	Built in Build ID 23815.
Mar 26 2012 09:37 AM	Supervisor Certified		
Mar 24 2012 09:13 AM	Timekeeper Validated		
Mar 24 2012 09:12 AM	Validation Reset By Edit		
Mar 21 2012 08:29 AM	Employee Attested		
Mar 21 2012 08:28 AM	Employee Validated		
Mar 11 2012 04:52 AM	New Record Created		Created during Build ID 22792 for

Name: [redacted]

Pay Period: 07 : Mar 25, 2012 to Apr 7, 2012

Time Card Type: Regular

Leave Year: 2012

Status: Certified

SSN: [redacted]

Time In Pay: 45:00 Other Time: 0:00 Dollar Transactions: $0.00 Days In Pay: 6

				Mar								Apr								
Transaction	Pfx	Sfx	Account	25 S	25 M	27 T	28 W	29 T	30 F	31 S	Wk 1	1 S	2 M	3 T	4 W	5 T	6 F	7 S	Wk 2	Total
Regular Base Pay			064020DR9024D DR 4020 NY Reg 2		8	8	8	8	8		40									40
Over 40 Overtime			064020DR9024D DR 4020 NY Reg 2							5	5									5
Work Time Total					8	8	8	8	8	5	45									45
Time In																				
Time Out																				
(No Leave and Other Time Transactions)																				
Daily Total					8	8	8	8	8	5	45									45

	Fwd	Accr	Avail	Used	Bal
Annual	--	--	--	--	--
Annual Unapplied	--				--
Sick	127:00	2:00	129:00	--	129:00
Sick Unapplied	14:00				14:00

Maximum Available Annual	--
Maximum Available Sick	129:00
Use or Lose Leave	--

T&A Profile	
Pay Plan	AD Admin. Determined
Tour of Duty	Intermittent Special
Duty Hours	0
Work Week	
Alternative Schedule	None
Agency	FEMA
State	NY
Town	2540
Unit	92
Timekeeper	01
Retain Data	None

Account Data Code	Manual Entry
Service Computation Date	Feb 28 2010
Annual Leave Category	0 hr/pp
Personal Leave Ceiling	240:00

Your signature certifies that all reported time was worked and approved according to law and regulation.
Affirmed By: [redacted]
Affirmed Date:
Certified By:
Certified Date: Apr 07 2012 6:22 PM

Apr 08 2012 06:09 AM	Built	[redacted]	Built in Build ID 24784.
Apr 07 2012 06:22 PM	Supervisor Certified		
Apr 07 2012 07:56 AM	Timekeeper Validated		
Apr 01 2012 07:04 PM	Validation Reset By Edit		
Mar 29 2012 12:01 PM	Employee Attested		
Mar 26 2012 12:01 PM	Employee Validated		
Mar 26 2012 05:25 PM	New Record Created		Created during Build ID 23816 for

Exhibit #15

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West Nyack
Tarrytown
Blauvelt State Park
Blauvelt
Grand View-on-Hudson
Clausland Mountain Park
Orangeburg
20
Piermont
Palisades Interstate Pkwy
Elmsford
Greenburgh
Fairview
Irvington
White Plains
Purchase
I-684
Hutchinson River Pkwy
Cross Westchest
Hartsdale
Tappan
Tallman Mountain State Park
Dobbs Ferry
Broadway
Ardsley
Palisades
Northvale
Rockleigh
Greenville
Hastings-on-Hudson
Norwood
Scarsdale
Saxon Woods Park
I-95
Harrison
Boston Post Rd
Closter
Demarest
Palisades Interstate Park
Alpine
N Broadway
Saw Mill River Pkwy
Sprain Brook Pkwy
Eastchester
Mamaroneck
#2
1 hr 7 min
Cresskill
Bronxville
Yonkers
I-87
I-95
Larchmont
Tenafly
AdChoices
©2017 MAPQUEST, © TOMTOM, © 2017 MAPP

9W
Mount Vernon
Pelham
New Rochelle
Van Cortlandt Park
#1
1 hr 2 min
Major Deegan Expy
Bronx River Pkwy
Boston Rd
Englewood Cliffs
87
Pelham Bay Park
95
Sands Point
Manorhaven
Baxter Estates
Port Wash
Harlem River Dr
Bronx
278
295
Bruckner Expy
Manhasset Bay
Kings Point
Plandome Manor
678
FDR Dr
Great Neck
Saddle Rock
Manhasset
Little Neck B

Central Park
Grand Central Pkwy
Queens
Clearview Expy
Lake Success
North Hills
Long Island Expy
278
25A
#3
Manhasset Hill

Exhibit #16

U.S. Department of Homeland Security
FEMA-4020/4031-DR-NY
FEMA State Joint Field Office
10 Jupiter Lane
Albany, New York 12205

FEMA

FCO POLICY/PROCEDURE MEMORANDUM **NUMBER 003**
Supersedes FCO/Policy Procedure Memorandum #001 dated September 16, 2011
Effective As Of: **October 05, 2011**

October 5, 2011

MEMORANDUM FOR: All FEMA -4020-DR/4031-DR-Staff

THROUGH: Philip E. Parr
Federal Coordinating Officer/
Disaster Recovery Manager
FEMA-4020-DR-NY/4031-DR-NY

FROM: for Steven R. Gwilliam
Finance & Administration
Section Chief

SUBJECT: JFO Administrative Memo #2
FEMA 4020-DR-NY/4031-DR-NY

1	JFO Address and Phone Numbers	9	Per Diem Rates	17	Alternate Dispute Resolution (ADR)
2	Operational Hours	10	Government Issued Credit Card	18	Security
3	Check-in/Check-out Procedures	11	Laundry	19	Health and Safety
4	Travel Vouchers	12	Personal Telephone Calls	20	Privacy Act Information
5	Salary while in Travel Status	13	Vehicles	21	Task Book
6	Timesheets	14	Attire	22	Smoking Policy
7	Holidays	15	Wearing of FEMA Insignia	23	Office Supplies/Mail Service/Help Desk
8	Federal Annuitant Waiver	16	Equal Rights	24	Emergency Information

1. JFO ADDRESS AND PHONE NUMBER

Mailing Address: [redacted]
10 Jupiter Lane
Albany, NY 12205

EXHIBIT
tabbies
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2. OPERATIONAL HOURS

JFO Operational Hours

The scheduled hours of operation for the Joint Field Office (JFO) are: 7:00 am (0700 hours) to 7:00 pm (1900 hours) Monday through Saturday. JFO will be closed on Sunday beginning October 9, 2011. In support of field personnel all Sections will maintain essential services and support functions during Operational Hours.

Duty Hours

Duty hours for each individual may not exceed 10 hours per day, six days per week. Supervisors are responsible for setting the work schedule for their employees in advance of the work week and staggering starting times to ensure coverage for JFO Operational Hours including periods before or after the Operational Hours if necessary. Duty hours are a maximum of 10 hours per day and a minimum of 8 hours per day.

Supervisors may direct individuals to exceed daily Duty Hours when necessary for operational requirements provided the Duty Hours of the individuals are reduced on other days to remain within the per pay period limitation.

Duty Hours beyond 8 hours per day or 40 hours per week are not an entitlement. Supervisors and individuals have a responsibility to reduce Duty Hours when work is not available or when overall workload is reduced. Maximum Duty Hours are subject to change at any time at the direction of the FCO.

Supervisors must have prior approval from the Federal Coordinating Officer before authorizing any work in excess of 114 hours per pay period. Overtime Work Justification Forms must be approved by the Office of the FCO and submitted to Human Resources in advance of directing any work in excess of the authorized Duty Hours.

All Federal Employees are, at a minimum, required to take a one-half hour lunch period on any day that you are scheduled to work for more than five (5) hours. If you take longer than one-half hour for either lunch or personal business, you must reflect it on your time sheet. Paid hours may not exceed 114 hours in any pay period.

3. CHECK-IN / CHECK-OUT PROCEDURES

Upon initially arriving at the Deployment Site (your hotel, the JFO or other deployment location):

- *Check-In process:* Check-In immediately by calling the toll free Automated Deployment Database (ADD) number ([redacted] and follow the instructions. Visit the Human Resources office in order to complete the appropriate documentation.
- Use the same check in number to *update* your record if you have any changes to lodging information, emergency contact, cell phone numbers and duty station.
- *Check-Out process:* Please report to the Human Resources Office. All FEMA, Non-FEMA, and local hires are to complete a check-out form at the JFO. Return all FEMA Accountable Property. Complete the final travel voucher, if in travel status. Submit the final WebTA, Performance Appraisal and Task Books completed by the individual's supervisor (*DAE's only*).

- *DAE's NOTE:* Upon check-out you should specify whether you wish your deployment status to be "**available**" or "**not available**". After 48 hours from the time that you check out, call ADD to ensure your availability is shown correctly in the deployment database.

4. TRAVEL VOUCHERS

- All Travel Vouchers must be prepared by the employee using the Travel Worksheet that will be posted on the Common Drive in the Travel folder and emailed to FEMA-ALBANY-JFO-Travel@fema.dhs.gov for all current New York declarations. If you have any questions you can contact Michelle Nwajagu at [redacted]
- **Be completed every two (2) weeks or upon release from the Disaster Operation.**
- Original receipts are required for common carrier (air, rail, and/or bus), lodging, rental vehicles, National Travel Processing Fees (TMC fees) and all items over $75.00. Original lodging receipts must show a zero balance. Keep all receipts with your records in case of an audit. Where a separate page is needed for a receipt, include your name and Disaster Number at the top of each page.
- A Rental Car Justification form is required and must be signed by your Supervisor if your rental car company upgraded you at no extra cost to a larger vehicle. Forms will be available in Travel and the common drive.
- Review the final Travel Voucher for accuracy, sign, obtain your Supervisor's signature and make a copy for your records.
- Split pay process is used to reimburse all travel vouchers. The FEMA Finance Center will send Split Pay reimbursement directly to the traveler's Government Credit Card account (except for Regions I, IV, X) by Electronic Funds Transfer (EFT) for:
  - Common Carrier (air, rail, bus)
  - Lodging and Lodging Taxes
  - Rental Vehicles
  - ATM fees

Remaining items will be paid directly to the traveler's Financial Institution:

- POV mileage
- Fuel for Rental Vehicles
- Meals and Incidental Expenses (M&IE Per Diem)
- Laundry and Phone Calls home
- Supervisor approved miscellaneous expenses
- Baggage fees
- Parking and toll fees
- National Travel Processing Fees (TMC fees)

- **Note:** If you go home on the weekend, you must check-out from your hotel and do a cost comparison for travel reimbursement.
- **Note:** NY State is exempt from lodging taxes. You must complete an Exemption Certificate Form and provide it to your hotel. The form will be available on the common drive.
- The Travelers Help Line number at the Disaster Finance Center (DFC) is 1-800-310-3169.

Travelers will receive a credit card monthly statement that reflects all transactions, both charges and reimbursements made by the Agency to the government's credit card. Travelers are still responsible for payment of the remaining balance on the bill. CFO Bulletin No. 18 explains this process.

If you have recently changed banks or have not submitted your direct deposit form (SF 119A), please fill out a form, available at the JFO Finance and Administration Office.

5. SALARY WHILE IN TRAVEL STATUS

All travel must be performed in accordance with a travel authorization and meet the requirements of the Federal Travel Regulations (FTR) and supplemental authorities. Salary while in travel status, for the time spent traveling will be determined as follows:

a. Reporting to a Disaster/Emergency Deployment Site: When traveling by common carrier, employees will be compensated for travel time that begins when the employee departs from his/her residence for the terminal or station, as applicable, and continues until the employee reaches the arrival city and concludes such travel at a place of lodging or designated worksite, whichever is earlier.

b. Upon release and return home: Upon release from the deployment location, you will be compensated for travel time that begins when you depart the worksite or lodging, whichever is later, for the terminal or station and continues until you reach the arrival city and conclude such travel at your residence.

c. Rotational Travel: Rotation, with your supervisor's approval can be taken every 30-45 days. On rotational travel, you will be paid your transportation expenses and ¾ of the M&IE for both travel days. According to the Disaster Reservist Travel Pay Directive (FD 253-3), a *minimum* of seven days, with a maximum of 14, is recommended for the benefit of both FEMA and the employee. For definitions and instructions regarding rotational and non-rotational travel see CFO Bulletin #131, Travel Home During Extended TDY Assignment. **DO NOT CALL ADD**. Rotation Approval Forms are available from HR and must be completed with your Section Chief approving signature and submitted to HR prior to your rotation. You will be compensated for travel time that begins when you depart the worksite or lodging, whichever is later, for the terminal or station and continues until you reach the arrival city and conclude such travel at your residence.

d. If air travel in route requires overnight stops, either planned, or due to a cancellation, travel time for each day will include the time required to obtain ground transportation (taxi/shuttle) and to commute to lodging. Similarly, the time required to return to the airport the following day will be included in the calculation for that days' travel time. Such time is compensable.

- If total travel time for the day is greater than eight hours, the Reservist will receive eight hours of base pay, plus overtime for any additional hours in travel.
- If total travel time for the day is less than eight hours, the Reservist will receive pay for only those hours attributable to travel time.

In the instance of a cancellation, and when the air carrier is not able to guarantee a seat on the next, same day flight, the Reservist must contact National Travel to generate a new itinerary. The Reservist must also contact the Deployment Branch (ADD) to notify them of a change in the arrival date.

6. TIMESHEETS

Your WebTA statement must be signed by your supervisor and submitted to Human Resources by 9:00am on the 2nd Friday of the pay period or upon release from the JFO.

- Be sure to denote travel days in the comment box on your WebTA.
- If you have any questions or need assistance, please contact Marisa Andolini-Campbell [redacted] or via email at [redacted]

7. HOLIDAYS

PFT, CORE and DAE's are to calculate their holiday pay in the normal fashion for their region.

- If a DAE is scheduled to work and the JFO or satellite office is **closed**, the DAE is allowed 8 hours of regular time for that holiday.
- If the JFO or satellite office is **open** and the DAE works on the holiday, the hours allowed are what was worked (overtime included) plus the 8 hours of holiday pay.
- If the JFO or satellite office is **open** and the DAE does not work at his supervisor's request, holiday pay is allowed.
- **Please remember DAE's can only get paid for a holiday when they remain in the vicinity of the JFO over the holiday weekend.**

Employees should consult with HR to insure that their respective time is properly coded in WebTA.

8. FEDERAL ANNUITANT WAIVER

FEMA employees, who also are Federal Civilian Retirees, must complete FEMA Form 30-64, APPLICATION FOR WAIVER OF CIVILIAN/MILITARY ANNUITY REDUCTION, which are available in HR. The form must be submitted to avoid a retirement reduction during the first 120 days from the date of the declaration. Submit the completed form to HR and retain a copy for your records.

9. PER DIEM RATES

The per diem rates are found on www.gsa.gov. Per Diem rates in:

- Albany, New York (Albany County):
  - $104.00 for Lodging and $61.00 per day for M&IE.
- For any other locations, please refer to Finance & Admin Section.

Remember that the maximum allowable per diem rate will be based **on the county were you are assigned**, not where you stay.

10. GOVERNMENT ISSUED CREDIT CARD

All employees are reminded that the government-issued credit card must be used for authorized travel expenses **ONLY**. The card must **NEVER** be used for unauthorized expenses.

CASH/ATM
When in travel status you may take cash withdrawals up to $220.00 per week from an ATM using you're government-issued credit card (for more information see CFO Bulletin Number 136). The ATM fee is reimbursable with a bank receipt and should be claimed on your travel voucher.

11. LAUNDRY

You may claim reimbursement for laundry and dry cleaning expenses when used up to $15 per week when you are in travel status for four (4) or more consecutive nights. ***This is not an automatic allowance.***

12. PERSONAL TELEPHONE CALLS

You are eligible for reimbursement for telephone calls to your residence or to a second party caring for personal property, children or other dependents while on official business. The allowable reimbursement for telephone calls is $15.00 CONUS (within the Continental US) or $22.50 OCONUS (outside the Continental US) for any one week (7 calendar days).

FEMA-issued cell phones or telephones at the JFO are for official business only and personal calls should not be made from the office phones unless it is an emergency.

13. VEHICLES

When a FEMA employee has been authorized a rental car for official purposes, it is incumbent upon the employee to use the vehicle in a prudent and cost effective manner. FEMA Manual 6200.1 describes official purposes as follows:

....Its use shall be limited to official purposes which include transportation between places where the employee's presence is required incident to official business; between such places and places of temporary lodging when public transportation is unavailable or its use is impractical; and between either of the above places and suitable eating places, drug stores, barber shops, places of worship, cleaning establishments, and similar places necessary for the sustenance, comfort or health of the employee to foster the continued efficient performance of Government business.

Compact cars are required unless prior authorization is given. **Authorization for larger vehicles due to job requirements or medical needs must be approved in advance by the FCO or COS**. If you have contracted for a vehicle other than a compact car (including free upgrades offered by the rental agency) you must have a Rental Car Justification form attached to your voucher. This form can be obtained from the JFO Travel Manager. All rental cars are to be charged to your J.P. Morgan-Chase VISA credit card. Reimbursement will be made through your travel voucher. An original receipt is required to obtain reimbursement of rental vehicle costs.

- Please be advised that FEMA will not reimburse you for car rental drop-off fees or refueling charges. Make sure you turn in your car where you rented it and that the vehicle is fueled prior to being returned.
- If you want/need to use a personal or rental vehicle in lieu of air transportation (this requires a cost comparison and must be approved by your supervisor) then contract for a one way rental vehicle, drop it off (preferably at an airport location) when you get to your destination, contract another car to be used while at your duty station.
- In case of an accident or breakdown, contact the rental car agency first and then notify your immediate supervisor. All accidents, no matter how minor, must be reported to the Safety Officer, George Jones, who can assist with the accident investigation. FEMA Accident Report forms may be obtained from the Safety Officer. You will need a copy of your vehicle rental agreement, your deployment Travel Authorization, the rental car agency accident report and the completed signed FEMA Vehicle Accident Report form.

- Each individual is responsible for the operation and security of their vehicle.
- Text messaging is prohibited while driving. **See Executive Order below.**
- While driving a government vehicle (this includes FEMA rentals), seat belt use by all occupants is MANDATORY.
- Smoking is not permitted in any government vehicle.
- The rate of reimbursement for POV's is 51.0 cents per mile.
- NY State Law prohibits use of cell phones without a handset device.

On 10/01/09, President Obama signed an Executive Order creating a Federal Government-wide prohibition on the use of test messaging while driving on official business or while using Government supplied equipment. "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service (SMS) texting, emailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Therefore, FEMA employees shall not engage in text messaging when (a) driving government owned vehicles (GOVs), or driving privately owned vehicles (POVs) while on official Government business, or (b) using electronic equipment supplied by the Government while driving.

14. ATTIRE

Your attire should be appropriate for a JFO or community setting, and your role as a Federal Employee.

The following attire should not be worn during duty hours:

- Tank tops
- Shorts
- Inappropriate length dresses and skirts
- Shirts with offensive writing or designs
- Flip Flops
- Sweats
- Ripped or torn clothing
- Pants that sag below the waist and tops that show midriff area

15. WEARING OF FEMA INSIGNIA

While wearing FEMA insignia (shirts, jackets or caps), it is important to remember you represent the government. FEMA policy prohibits wearing FEMA insignia in public places that would project an inappropriate message such as bars, nightclubs, liquor stores, etc.

16. EQUAL RIGHTS

It is the policy of the Federal Emergency Management Agency (FEMA) to provide equal opportunity for all applicants and employees in every aspect of their employment and working conditions. FEMA supports the concept of affirmative employment to ensure that personnel policies and practices provide equal employment opportunity without regard to race, color, religion, national origin, sex (sexual harassment), age, disability, sexual orientation, parental status, genetic information or retaliation/reprisal.

No FEMA employee will be allowed to engage in or be a victim of discriminatory practices based on race, color, religion, national origin, sex (sexual harassment), age, disability, sexual

orientation, parental status, genetic information or retaliation/reprisal. This commitment specifically includes sensitivity to providing reasonable accommodations for employees with disabilities and a clear statement that any appearance of sexual harassment will not be tolerated.

Any employee who believes he or she has been discriminated against may speak to the Equal Rights Officer, Jo Browne, at [redacted] blackberry. The Equal Rights Officer is located in the JFO adjacent to ADR.

17. ALTERNATIVE DISPUTE RESOLUTION (ADR)

ADR is a program designed to resolve workplace conflicts in a non-adversarial manner through the use of the mediators, counselors, or other facilitators trained in resolving disputes. If you believe you have been treated unfairly or have complaints about working conditions or employment decisions and have not been able to resolve your complaint with your supervisor, you may choose to seek resolution through the ADR process, which is administered by FEMA's Office of Alternate Dispute Resolution at Headquarters.

The ADR for FEMA-4020-DR-NY is Jim Staebler. The ADR office is located adjacent to the Safety area or you may call Jim at [redacted]

18. SECURITY

Identification badges are to be worn at all times visibly above the waist, while on duty. FEMA photo identification badges, other Federal Agency badges, and State identification badges will be honored for entry. Prior approval is required for entry to the JFO by the FCO or Chief of Staff for any other visitor. Visitors to the JFO will be issued a temporary "VISITOR" badge. Whenever possible, security should be notified in advance of any visitors.

Employees wishing to remove FEMA equipment from the premises must show a Form OP 7 Property Pass to Security that has been signed by the Accountable Property Office, Accountable Property Manager (APO/APM). All large bags will be searched and brief cases must be opened at the security desk. Each employee is responsible for properly using and safeguarding the government property entrusted to their care.
Please Note: Property Passes will not be issued for Personal Laptops. Personal laptops are not permitted in the JFO or other FEMA field offices.

For any Security related matters, please contact Brian Burke. You may call Brian at (518) 452-7245 or on his cell phone (703) 785-4861.

19. HEALTH AND SAFETY

If you have a safety/health concern, or need to report an injury/illness or traffic accident, contact your supervisor and the Safety Officer immediately. Workers compensation forms are available from the Finance & Administration/Human Resources Office and motor vehicle accident forms are available in the Safety Office.

Supervisors must report all instances of the hospitalization or serious injury of an employee immediately to Safety. Hospitalized employees are ineligible for Per Diem Allowances (Lodging and Meals and Incidental Expenses (MI & E). In the event that the employee is not expected to return to their hotel room promptly – either due to prolonged hospitalization or demobilization from the disaster – it is the supervisor's responsibility with the support of Safety and Security to have the employee checked out of their hotel as soon as reasonably possible and except in extraordinary circumstances three nights or less.

All employees have a responsibility to assist in the prevention of the spread of communicable disease in the JFO. Employees who are ill must notify their supervisor immediately. Employees who are ill, or who present a risk of spreading communicable diseases should remain in their lodging.

Immediate Supervisors are responsible for maintaining daily contact with ill or hospitalized employees and inform the Chief of Staff as to their status. The chief of staff shall inform leadership of employee status daily.

All DAE and Local Hires accrue two hours of Sick Leave each week when they work 40 hours or more and earn a total of four hours of Sick Leave per pay period. DAE who are ill may remain in the lodging and may use their accrued sick leave when deployed, up to 8 hours per day or 40 hours per week of sick pay. Sick pay and overtime cannot be earned on the same day and sick pay cannot exceed 40 hours in any week. DAE or Local Hire who have exhausted their Sick Leave may be in Leave Without Pay status.

Full time employees (CORE, PFT or TFT) who are ill may remain in their lodgings and receive up to 8 hours per day or 40 hours per week of sick pay.

FEMA policy permits individuals to remain in travel status when ill up to 14 days. Supervisors must contact Safety in all instances when an employee will not be able to return to duty within 14 days.

The Safety Officer is George Jones
Telephone Number: [redacted]

Information regarding medical facilities is available in the JFO Safety Office and is posted throughout the JFO facility. Please familiarize yourself with the location of the nearest medical facility. It is important to drink water and take time for rest and relaxation. Take care of yourself and your co-workers. Bring any personal concerns, issues or problems to the attention of your immediate supervisor.

The Safety Officer has the (Rental Car Safety Tips & Vehicle Accident Reporting) guide for the staff to place in their cars in case of an accident. It is suggested that you keep a copy of the SF91 Motor Vehicle Accident Report Form (located in the common drive on the Safety folder) in the glove box of your vehicle in case you are involved in an accident. If you are involved in a vehicle accident immediately contact your supervisor, car rental agency and the Safety Officer. Upon returning to the JFO, contact Human Resources and fill out the required forms.

Forms CA-1 (Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay Compensation), CA-16, and CA-20 (Attending Physician's Report) must be completed to record injuries and be eligible for Worker's Compensation, inclusive of medical treatment. If you are injured during official working hours, either at the JFO or off site, please see/call the Safety Officer to report your injury; complete the appropriate paperwork with Human Resources.

If you or a co-worker experience a life-threatening condition, i.e. seizure or loss of consciousness, uncontrolled bleeding, inability to breathe, shortness of breath or chest pain, phone 911 immediately.

If you accidentally dial 911, please stay on the line and inform the person answering the call that it was an accident no emergency exist; also immediately notify the front desk security guards of the erroneous call.

It is FEMA policy to provide each employee a place of employment which is free from recognized hazards likely to cause serious physical harm. Properly use any personal protective equipment provided to you. Report unsafe and unhealthy working conditions to your immediate supervisor and to the Safety or Security Officer. Please familiarize yourself with the emergency exits of the JFO and your lodging facility.

20. PRIVACY ACT

The Privacy Act provides protection against unauthorized disclosure of any documents or paper that contains a person's name and social security number. In order to ensure that all documents covered under the Privacy Act are safeguarded:

- Ensure that sensitive information is kept secure to preclude unauthorized access.
- Shredders are located throughout the JFO for disposal of sensitive documents.

21. TASK BOOKS

Task books clarify specific job duties and responsibilities and are for use at all Joint Field Offices. When reporting for a job assignment, the Reservist will be expected to use the NIMS/ICS compliant position task book to ensure he/she addresses all responsibilities listed for the position assigned. At the end of a job assignment, the Reservist will be expected to assess accomplishments, with supervisor input, to determine competencies for future deployment. Assessments will provide a clear record of competencies for future deployment, and allow Reservists more responsibility for their job path and pay progression. This assessment will not replace the evaluation (form 90-106) a Reservist receives at the end of an assignment. You are responsible for submitting the completed Task Book assessment together with the PERFORMANCE APPRAISAL FOR THE DISASTER ASSISTANCE PROGRAM (Form 90-106) to HR when you are released from your assignment.

The web link for task books is: http://training.fema.gov/position%20specific%20taskbooks/

22. SMOKING POLICY

Smoking is prohibited in all governmental buildings and within 50 feet of the entrance or exit of the JFO. An outside smoking area is designated with a proper receptacle for residue. Smokers are responsible for keeping the area clean. We appreciate your cooperation.

23. OFFICE SUPPLIES / MAIL SERVICE / HELP DESK

Expendable supplies are available in the Logistics/Supply area until 8:00pm. United States Postal Service outgoing official government mail can be taken to the Logistics Mail Room for postage and mailing. Forms for mailing via United Parcel Service (UPS) are available at the Mail Room and must be filled out completely and submitted together with the letter or package. Please have the form filled out completely and routed to Logistics before **4:00pm** daily.

Network request and Help Desk forms are located at the Switchboard Help Desk located at the front entrance to the building. The completed forms should be placed in the designated box. This will insure that requirements are tracked and handled in the most expeditious manner.

24. EMERGENCY INFORMATION—REMEMBER—INSIDE THE JFO, DIAL 9 FIRST!

POLICE: 9-911
FIRE DEPARTMENT: 9-911
EMERGENCY: 9-911

HOSPITAL
Albany Medical Center
43 New Scotland Ave.
Albany, NY 12208
(518) 262-3125

NEWTON MEDICAL
1662 Central Avenue
Albany, NY 12205
(518) 869-9692
Hours: Monday – Friday 9:00am – 7:00pm
Saturday – Sunday 9:00am – 5:00pm

POLICE
New York State Police (Dispatch)
1220 Washington Ave. Bldg. 22
Albany, NY 12226
(518) 457-6811

PRIME CARE URGENT CARE
400 Patroon Creek Blvd. #100
Albany, NY 12206
(518) 445-4444
Hours: Monday – Friday 9:00am – 9:00pm
Saturday – Sunday 10:00am – 6:00pm

Exhibit #17

EXHIBIT

Got the fax.
Please see if you can find the E-mails authorizing you to be in per diem status.
Thanks

I will get back with you once I receive everything and review it.
Take care

2012 11:49 AM

if that last e-mail didn't go through let me know, and give me your fax number, I have the hard copy which is easier to read and I'll fax it to you

Thanks

[redacted]

[redacted]

Has [redacted] voucher been paid?

[redacted]

[redacted] The reason for this to be my travel route to the Hewlett OFO is because of the road and bridge construction at and beyond the Tappan Zee, also on the lower Rt 87 and on the Hutchinson River Parkway, the route I take is the only reasonable and safe way to take at this time

Thank You

[redacted]

[redacted]

[redacted]

FW: Route

[redacted] I know that your busy, but I really think that I need help with this one, if they want back the paid vouchers like it says bellow I'm screwed could be 10,000 grand

Thanks [redacted]

[redacted]

I opened up one of my archive files and I could read it once I allowed it to open up.

Please when time permits, go back and pull the E-mails from the comptroller authorizing you to be in per diem status. You have vouchers that has been paid and I do not know if we will be required to put in a collection for the prior travel voucher payments.
Anything you can provide to help or assist in this situation is welcomed.
Thank you

[redacted]

[redacted]

Subject: Route

[redacted] The reason for this to be my travel route to the Hewlett OFO is because of the road and bridge construction at and beyond the Tappan Zee, also on the lower Rt 87 and on the Hutchinson River Parkway, the route I take is the only reasonable and safe way to take at this time

Thank You

[redacted]

[redacted]

[redacted]

[redacted]The reason for this to be my travel route to the Hewlett OFO is because of the road and bridge construction at and beyond the Tappan Zee, also on the lower Rt 87 and on the Hutchinson River Parkway, the route I take is the only reasonable and safe way to take at this time

Thank You

[redacted]

Also I'm still looking for the E-mail from the comptroller that authorized you to be in Per diem status.
Thank you and have a great weekend.

[redacted]

[redacted] if that last e-mail didn't go through let me know, and give me your fax number, I have the hard copy which is easier to read and I'll fax it to you

Thanks [redacted]

[redacted]

[redacted]

[redacted]

Sent: Monday, March 05, 2012 10:03 AM
[redacted]

[redacted]

[redacted]

Your last claimed has not be process... waiting for the below information.
Please help us help you.
Thanks you

[redacted]

[redacted]

[redacted]

Not sure if my last E-mail about the route from your home to the OFO.

After reviewing your map and the one I pulled from the same site, it appears that it was changed to put you on I 87 S and a few other adjustments.

Please provide me with the area where it causes you a problem to get to work due to the major construction.

[redacted]

[redacted]

[redacted]

Not sure if my last E-mail about the route from your home to the OFO.

After reviewing your map and the one I pulled from the same site, it appears that it was changed to put you on I 87 S and a few other adjustments.

Please provide me with the area where it causes you a problem to get to work due to the major construction.
Also I'm still looking for the E-mail from the comptroller that authorized you to be in Per diem status.
Thank you and have a great weekend.

[redacted]

[redacted]

[redacted] if that last e-mail didn't go through let me know, and give me your fax number, I have the hard copy which is easier to read and I'll fax it to you

Thanks [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Can you tell me where the major construction is which is causing the additional mileage?

I compared my MapQuest with yours and the way it is taking you appears to be manually adjusted.
If you go on line and get the direction you will see it only come up to 44.58 miles.

[redacted]

[redacted]

[redacted] if that last e-mail didn't go through let me know, and give me your fax number, I have the hard copy which is easier to read and I'll fax it to you

Thanks [redacted]

Exhibit #18

[redacted]

[redacted]
Wednesday, March 07, 2012 1:06 PM
[redacted]
FW: Route

[redacted] this is the e-mail below that I spoke to you about (I told her that I do not have a copy of this authorization and that it is in Albany)

[redacted]

From: [redacted]
Sent: Monday, March 05, 2012 3:55 PM
To: [redacted]
Subject: RE: Route

[redacted]

I opened up one of my archive files and I could read it once I allowed it to open up.

Please when time permits, go back and pull the E-mails from the comptroller authorizing you to be in per diem status. You have vouchers that has been paid and I do not know if we will be required to put in a collection for the prior travel voucher payments.
Anything you can provide to help or assist in this situation is welcomed.
Thank you

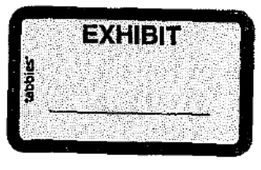
[redacted]

From: [redacted]
Sent: Monday, March 05, 2012 1:59 PM
To: [redacted]
Cc: [redacted]
Subject: Route

Hi [redacted] The reason for this to be my travel route to the Hewlett OFO is because of the road and bridge construction at and beyond the Tappan Zee, also on the lower Rt 87 and on the Hutchinson River Parkway, the route I take is the only reasonable and safe way to take at this time

Thank You

[redacted]



[redacted]

From: [redacted]
Sent: Wednesday, March 07, 2012 3:29 PM
To: [redacted]
Subject: what do you think

Hi [redacted] I have been doing everything that I can possibly do to rectify this problem, I do not have any of these documents, from what I can find out is that they are all in Albany, the best that I can do at this point is to explain how this all came to be, I was sent from Albany to Kirkwood to set up the OFO during which time I was called by my regional log chief at which time he informed me the I was needed at the Hewlett OFO, after I map quested the route I had informed him that the route was a little bit short (by 2.4 miles) and that because of the constant road and bridge construction, detours and tolls that it is in reality 2 to 1 ½ hours to get there, at this point (after some discussion) I was informed that the comptroller at that time had approved it (in the e-mail I sent you) and that everything was ok, this is the information I had to go on, (my log chief tells me that everything is good to go) so I went and that everything was fine until you contacted me (I would think that if there was a problem I would of heard about it sooner) at which time I called [redacted]kus to inform him that I was demobing and he said that they needed some help back in Kirkwood and if I would go there, which I did (if I had any idea that and of this would happen I would never have gone to Hewlett) but I might have been sent home for not going where they needed me, (I never been in a situation like this before) I was trying to do the right thing all around for FEMA and NY, all I did was to do as I was asked, I asked all the question's and was told that it was ok, if there is anything that you can do to help me with this situation I would really appreciate, if this can't be rectified this would be a tremendous burden on me and my family.

Thanks [redacted]

[redacted]

From: [redacted]
Sent: Wednesday, March 07, 2012 4:05 PM
To: [redacted]
Subject: RE: what do you think

I have been doing everything that I can possibly do to obtain the information you requested. I do not have any of these documents, from what I can find out is that they are all in Albany. The best that I can do at this point is to explain how this all came to be.

I was sent on temporary assignment from Albany to Kirkwood to set up the OFO during which time I was called by my regional log chief and he informed me that I was needed at the Hewlett OFO.

After I map quested the route I informed him that the route was a little bit short (by 2.4 miles) and that because of the constant road and bridge construction, detours and tolls that it is in reality longer and 1 1/2 to 2 hours driving time. If you avoid toll bridges and roads (over $100/week) the route is over 52 miles. I can fax this if you want.

At this point (after some discussion and concern on my part) I was informed that the comptroller at that time had approved it (in the e-mail I sent you) and that everything was ok, this is the information I had to go on, (my log chief tells me that everything is good to go) so I went and that everything was fine.

Then you you contacted me (I would think that if there was a problem I would of heard about it sooner) at which time I called [redacted] to inform him that there was a problem and I was demobing and he said that they needed some help back in Kirkwood and if I would go there, which I did (if I had any idea that and of this would happen I would never have gone to Hewlett).

I might have been sent home for not going where they needed me, (I never been in a situation like this before and I feel like I am being treated like I purposely was trying to cheat FEMA).

As you know when all this was happening everything was in turmoil with no resources for me to ask questions. I was trying to do everything I could to support FEMA efforts and disaster victims so I did as I was told and I may be punished for that. I was trying to do the right thing all around for FEMA and NY, all I did was to do as I was asked, I asked all the question's and was told that it was ok,

If there is anything that you can do to help me with this situation I would really appreciate, if this can't be rectified this would be a tremendous burden on me and my family.

From: [redacted]
Sent: Wednesday, March 07, 2012 3:29 PM
To: [redacted]
Subject: what do you think

Hi [redacted] I have been doing everything that I can possibly do to rectify this problem, I do not have any of these documents, from what I can find out is that they are all in Albany, the best that I can do at this point is to explain how this all came to be, I was sent from Albany to Kirkwood to set up the OFO during which time I was called by my regional log chief at which time he informed me the I was needed at the Hewlett OFO, after I map quested the route I had informed him that the route was a little bit short (by 2.4 miles) and that because of the constant road and bridge construction, detours and tolls that it is in reality 2 to 1 ½ hours to get there, at this point (after some discussion) I was

informed that the comptroller at that time had approved it (in the e-mail I sent you) and that everything was ok, this is the information I had to go on, (my log chief tells me that everything is good to go) so I went and that everything was fine until you contacted me (I would think that if there was a problem I would of heard about it sooner) at which time I called [redacted] to inform him that I was demobing and he said that they needed some help back in Kirkwood and if I would go there, which I did (if I had any idea that and of this would happen I would never have gone to Hewlett) but I might have been sent home for not going where they needed me, (I never been in a situation like this before) I was trying to do the right thing all around for FEMA and NY, all I did was to do as I was asked, I asked all the question's and was told that it was ok, if there is anything that you can do to help me with this situation I would really appreciate, if this can't be rectified this would be a tremendous burden on me and my family.

Thanks [redacted]

[redacted]

From: [redacted]
Sent: Wednesday, March 07, 2012 5:47 PM
To: [redacted]
Subject: Re [redacted]

[redacted]
[redacted] explanation of his travel status is below.
[redacted]

From: [redacted]
Sent: Wednesday, March 07, 2012 4:19 PM
To: [redacted]
Subject: FW: Hewlett OFO

This just came in, I haven't read it yet.... FYI

[redacted]

[redacted]

I have been doing everything that I can possibly do to obtain the information you requested. I do not have any of these documents, from what I can find out is that they are all in Albany. The best that I can do at this point is to explain how this all came to be.

I was sent on temporary assignment from Albany to Kirkwood to set up the OFO during which time I was called by my regional log chief and he informed me that I was needed at the Hewlett OFO.

After I map quested the route I informed him that the route was a little bit short (by 2.4 miles) and that because of the constant road and bridge construction, detours and tolls that it is in reality longer and 1 1/2 to 2 hours driving time. If you avoid toll bridges and roads (over $100/week) the route is over 52 miles. I can fax this if you want.

At this point (after some discussion and concern on my part) I was informed that the comptroller at that time had approved it (in the e-mail I sent you) and that everything was ok, this is the information I had to go on, (my log chief tells me that everything is good to go) so I went and that everything was fine.

Then you you contacted me (I would think that if there was a problem I would of heard about it sooner) at which time I called [redacted] to inform him that there was a problem and I was demobing and he said that they needed some help back in Kirkwood and if I would go there, which I did (if I had any idea that and of this would happen I would never have gone to Hewlett).

I might have been sent home for not going where they needed me, (I never been in a situation like this before and I feel like I am being treated like I purposely was trying to cheat FEMA).

As you know when all this was happening everything was in turmoil with no resources for me to ask questions. I was trying to do everything I could to support FEMA efforts and disaster victims so I did as I was told and I may be punished for that. I was trying to do the right thing all around for FEMA and NY, all I did was to do as I was asked, I asked all the question's and was told that it was ok,

If there is anything that you can do to help me with this situation I would really appreciate, if this can't be rectified this would be a tremendous burden on me and my family.

[redacted]ou

Exhibit #19

EXHIBIT

tabbies

IN THE EEO COMPLAINT of [redacted]

UNITED STATES DEPARTMENT OF HOMELAND SECURITY

FEDERAL EMERGENCY MANAGEMENT AGENCY

[redacted]

AFFIDAVIT OF [redacted]

[redacted]

1) On February 10, 2012 he learned that he was being released on February 24, 2012. After speaking with Management he was told that he was being released on February 17, 2012. He believes this was in retaliation of his filing an EEO Complaint; and
2) On October 7, 2011, he was notified that he was being reassigned to the OFO in Binghamton, NY, and was replaced by a Caucasian male DAE.

The following incidents will be investigated in support of his claims

Complainant alleges that he was discriminated against because of upon race (African American) when on February 10, 2012 he initially was told he was being released on February 24, 2012 and then after speaking with Management he was told that he was being released on February 17, 2012. On October 7, 2011, he was notified that he was being reassigned to the OFO in Binghamton, NY, and was replaced by a Caucasian male DAE.

I have an obligation to cooperate fully with the investigator, who has been assigned to conduct a thorough and impartial investigation of this complaint of discrimination. My statement is made under oath (or affirmation), without a pledge of confidentiality; in accordance with the rules, regulations, policies, and procedures of the Equal Employment Opportunity Commission and the United States Department of Homeland Security - FEMA. I further understand that my statement will become part of the official record in this case, and may be reviewed by the Agency, the Complainant, other Management Officials charged, and their representatives, and any person necessary to the adjudication of this claim. I have the right to be represented by a person of my choice during presentation and/or preparation of my statement (so long as my choice does not result in a conflict of interest).

I have the right to review my statement prior to signing it, and may make corrections if it is incomplete or inaccurate. I have a right to receive a copy of the signed statement.

1. Provide your name, title, grade, position, organization and geographical location for which you were assigned?

Response

My name is [redacted]. I am currently a Unit Supply Leader for FEMA

2. How long have you worked in your current position in the current location and how long for the federal government?

Response

I have worked for FEMA and the federal government for 7 years.

3. Identify your first and second line supervisors by name, title and grade. Also how long have you worked for each of these individuals and in what capacity?

Response

My First and Second line supervisor are unknown at this time under the new organizational system. At the time of this complaint my supervisor was [redacted], in Albany, NY.

4. Provide a brief description of your "primary job functions?

Response

As Unit Supply Leader my primary job functions are as follows:

5. Provide a thorough explanation of the circumstances of the complaint wherein the Complainant alleges that he was discriminated against and treated disparately

Response

My FEMA deployment during the time of this complaint was in various offices in New York state. I believe I worked in Binghamton, Syracuse, Albany and Long Island at various times. I was initially located in Albany, then in various staging areas all in response mode. I recall I set up the Binghamton branch office when we were switching over to recovery mode. At that time people were being shifted to save the Agency money. I recall that I received a call, I believe from [redacted] that Binghamton was downsizing and I was asked about being transferred to Long Island. I was most agreeable to this because I would be considered local, local to the OFO, if I worked about of Long Island and could sleep in my own bed for the first time in months. After a while in Long Island I was then transferred to Lake Placid to close down their office and then I returned home.

I believe I was transferred to Long Island because it was within 50 miles of my home so I was considered local and therefore it saved the Agency money – no per diem, no car allowance, and no hotel allowance. Plus, I had the experience necessary.

I did not see [redacted] at the time of our transfers, but I believe that [redacted] was out-of-region and it is logical that he was moved.

I do not believe that the Agency discriminated against [redacted]

6. Please describe the circumstances of the Complainant's re-assignment.

Response

See Response to #5 above. I do not have any knowledge of why [redacted] was transferred, although I suspect it had to do with him being out-of-region.

7. Please describe any conversation you had with the Complainant regarding the decision.

Response

Later I was working in Baton Rouge on the Ike disaster and saw [redacted]. He told me that he was upset about the Long Island move. This was the only conversation I had with [redacted] about the facts of this complaint.

8. Please describe any conversation you had with other managers prior to the move regarding the Complainant.

Response

I did not speak with any managers about [redacted] transfer.

9. Please describe the Complainant's work performance prior to the decision to move him, and since he was moved.

Response

I am not familiar with [redacted] work performance.

10. Please describe the race of Mr. [redacted] and yourself.

Response

It is my understanding that [redacted] is African American and I am Caucasian.

11. Please respond to the allegation that the Complainant was discriminated against based on race.

Response

I do not believe that the Agency discriminated against [redacted] based on race. I believe he was reassigned based solely on budget concerns.

12. Please describe the circumstances surrounding the Complainant's termination in February 2012.

Response

I have no knowledge of this allegation.

13. Please describe any issues with your travel vouchers while working in any of the New York offices, and any conversations about travel voucher with Mr. [redacted]

Response

I did not have any problems or issues with any of my travel vouchers while working in any of the New York offices. I do not recall having any conversations with [redacted] about my travel status or travel vouchers.

14. Are there any witnesses that can attest to any of the Agency positions? These witnesses must be able to provide specific information from direct observation or involvement as to why they believe these actions occurred not because of race, color, religion, national origin, reprisal, age, disability and sex and must be able to provide specific dates or accounts of what they may have witnessed.

Response

[redacted]

15. Provide any additional information you believe is relevant that you have not already provided

Response

Oath

I, [redacted] have read the above affidavit and being duly informed, and understanding of the penalties for perjury, duly swear under oath that the statements made in this affidavit are true and correct and complete to the best of my knowledge.

[redacted]

Affiant

Witness

Witnessed this the ____day of May, 2013

[redacted]

Investigator

Date

RIGHTS OF WITNESSES IN EEO DISCRIMINATION COMPLAINT INVESTIGATIONS

Pursuant to the provisions of Title 29 Code of Federal Regulations, 1614.108, Federal agencies are required to investigate all aspects of discrimination complaints. The investigations shall include a thorough review of the circumstances under which the alleged discrimination occurred and the treatment of members of the complainant's protected groups as compared with the treatment of other employees in the organization segment in which the complaint arose.

All employees having any knowledge of the matter complained of are required to cooperate with the investigator in the conduct of the investigation. The investigator is authorized to administer oaths and require that statements of witnesses be reduced to an affidavit. The witness must swear to or affirm to the truth of the statements before the investigator or a notary without a pledge of confidentially. The investigator is also authorized to obtain copies of relevant employment records, policy statements, and regulations.

As a witness, you have the following rights:

1. To be provided a Notice of Authorization, identifying the investigator and explaining the investigator's authority and responsibility in the conduct of the investigation.

2. To have a representative of your choice (including a union representative, if appropriate) present at any meeting/discussion with the investigator. The representative can advise you on how to respond to the investigator, but cannot respond for you.

3. To receive sufficient information concerning the issue(s) and basis(es) of the complaint and circumstances under which the complaint arose in order for you to accurately respond to the questions posed by the investigator.

4. To be provided access to documents you previously prepared or had access to, if it is necessary for you to review in order to respond to questions posed by the investigator.

5. To review your affidavit and make corrections or other changes prior to signing the affidavit.

I HAVE READ AND UNDERSTAND MY RIGHTS AS A WITNESS IN EEO INVESTIGATIONS.

Witness: [redacted] Date: 6/12/2013

000079

Privacy Act Notice/Statement to Complainant and Other Witness in Employment Discrimination Cases

GENERAL: This information is provided pursuant to the Privacy Act, Public Law 93-579, December 31, 1974 (also known as "the Privacy Act of 1974") for individuals supplying information for inclusion in a System of Records.

AUTHORITY: The authority to collect the information being requested by the investigator during your interview is derived from 42 U.S.C. 2000e-16 and 29 CFR 1614.108.

PURPOSES: The information you supply to the investigator will be used, along with any related documentation you may supply and other relevant information obtained by the investigator, to develop a Report of Investigation (ROI) for the discrimination complaint filed by

Complainant _____.

ROUTINE USES:

The information you supply will be used, as appropriate, to make disclosure to officials responsible for the actions in dispute in order to provide them the opportunity to respond to any allegations made against them. Such information will also be provided to the complainants for use in addressing the issue of pretext.

A copy of the ROI will be furnished to the complainant for possible use in an administrative or judicial appeal.

A copy of the ROI will be furnished to designated employees of the agency or the Federal courts for their use in resolving or adjudicating the complaints.

A copy of the ROI may be used to refer pertinent information to appropriate Federal, State, or local agencies where there is an indication of a violation of civil or criminal laws or regulations.

I understand this Privacy Act statement for discrimination complaint interviews and agree to release the information for the purposes stated above. I have been informed by the investigator that this information is provided under oath or affirmation and without a pledge of confidentiality.

Date: 6/12/2013

[redacted]

.....

Exhibit #20

current on.

TRAVEL VOUCHER *(Read the Privacy Act Statement on the back)*

1. DEPARTMENT OR ESTABLISHMENT, BUREAU DIVISION OR OFFICE: DAE/R-2/LOG

2. TYPE OF TRAVEL: [X] TEMPORARY DUTY [ ] PERMANENT CHANGE OF STATION

3. VOUCHER NO.

4. SCHEDULE NO.

5. TRAVELER PAYEE
a. NAME *(Last, first middle initial)*: [redacted] V-NONE
b. SOCIAL SECURITY NO.: [redacted]
c. MAILING ADDRESS *(Include ZIP Code)*: [redacted] WEST NYACK, NY 10994
d. OFFICE TELEPHONE NO.: [redacted]
e. PRESENT DUTY STATION: HEWLETT, NY ✓
f. RESIDENCE *(City and State)*: WEST NYACK, NY

6. PERIOD OF TRAVEL: a. FROM 02/14/2012 b. TO 02/27/2012

7. TRAVEL AUTHORIZATION: a. NUMBER(S) EMN-2012-TG-4020 b. DATE(S)

10. CHECK NO.

11. PAID BY

8. TRAVEL ADVANCE
a. Outstanding
b. Amount to be applied
c. Amount due Government *(Attached)* [ ] Check [ ] Cash
d. Balance outstanding

9. CASH PAYMENT RECEIPT
a. DATE RECEIVED
b. AMOUNT RECEIVED $
c. PAYEE'S SIGNATURE

12. GOVERNMENT TRANSPORTATION REQUESTS, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH *(List by number below and attach passenger coupon, if cash is used show claim on reverse side.)*

I hereby assign to the United States any right I may have against any parties in connection with reimbursable transportation charges described below, purchased under cash payment procedures (FPMR 101-7) *Traveler's Initials*

AGENT'S VALUATION OF TICKET (a)	ISSUING CARRIER *(Initials)* ((b))	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL FROM (e)	POINTS OF TRAVEL TO (f)

COMMENTS: TRAVELER PREPARED WORKSHEET, TDY CONTINUES, GWEN STAPLETON 02-28-12 516-295-8456

13. I certify that this voucher is true and correct to the best of my knowledge and belief and that payment or credit has not been received by me. When applicable, per diem claimed is based on the average cost of lodging incurred during the period covered by this
TRAVELER SIGN HERE [redacted] DATE 2/28/12
AMOUNT CLAIMED $ 2,881.01

NOTE: [illegible] forfeiture of claim (28 U.S.C. 2514) and may result in a fine of not more than 5 years or both (18 U.S.C. 287, i.d. 1001).

14. This voucher [redacted] necessary in [redacted] are included, [redacted] authorized in writing by the head of the d[redacted] U.S.C. 680a).
APPROVING OFFICIAL SIGN HERE [redacted] DATE 3/6/12

17. FOR FINANCE OFFICE USE ONLY COMPUTATION
a. DIFFERENCES IF ANY *(Explain and show amount)* $
b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION *Certifier's Initials* $
c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol): $
d. NET TO TRAVELER $

15. LAST PRECEDING VOUCHER PAID UNDER SAME TRAVEL AUTHORIZATION
a. VOUCHER NO. | b. D.O. SYMBOL | c. MONTH & YEAR

16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT
AUTHORIZED CERTIFYING OFFICIAL SIGN HERE DATE

18. ACCOUNTING CLASSIFICATION
2012-08-4020DR-9024-OBJ-2100D

1012-114

STANDARD FORM 1012 *(REV. 10-77)*
Prescribed by GSA FPMR (41 CFR) 101-7

EXHIBIT
tabbies

SwSwells P-2 23-12.xls

TRAVEL VOUCHER IN[redacted]

VERSION 7 / REVISION DATE October 20, 2011

TRAVELER INFORMA[redacted]

FULL NAME S[redacted]

ADDRESS

V[redacted] 10994

TRAVEL AUTHORIZATION NUMBER OR DISASTER NUMBER: DR-4020-NY

THIS VOUCHER BEGINS: IN TRAVEL STATUS → CLICK HERE TO CHANGE

THIS VOUCHER ENDS: IN TRAVEL STATUS → CLICK HERE TO CHANGE

AIR TRAVEL/COMMON CARRIER INFORMATION
ENTER DATE OF TRAVEL, CITY OF ORIGIN AND DESTINATION CITY FOR EACH FLIGHT

HOW DO WE CONTACT YOU?

OFFICE PHONE

CURRENT PHONE [redacted]

HOME PHONE

OR OTHER PERMANENT PHONE NUMBER

LOCATION/REGION/OFFICE: Region 2

ORGANIZATION/PROGRAM: Logistics

SUPERVISOR: Gary[redacted]

NOTE AREA - TYPE INFORMATION FOR THE VOUCHER PREPARER OR FFC IN THIS BOX

Hewlett $142/56

Work e-mail address: paul.swindells@dhs.gov

Personal e-mail address: [redacted]

SSN (LAST 4 DIGITS ONLY): [redacted]

V Number: N/A

ENTER START DATE IN CELL A20 AS MM/DD/YY

ATTACH A SEPARATE SHEET IF NECESSARY

DAILY LOG OF EXPENSES

DATE	POV MILEAGE	POV MILEAGE RATE	LODGING	LODGING TAX	TDY DUTY STATION COUNTY OR CITY		MAIE ALLOWANCE	ATM AMOUNT WITHDRAWN	JPMC ATM FEE	DISPENSING ATM ACCESS FEE	MISC EXPENSE	DESCRIBE MISC EXPENSE	FUEL FOR RENTAL VEHICLE	RENTAL VEHICLE	AIRLINE TRAIN OR BUS TICKETS	NATIONAL TRAVEL FEE	PHONE	LAUNDRY
		0.51																
2/14/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/15/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/16/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/17/12		0.00	130.00		Hewlett	NY	66.00		0.00				67.62					
2/18/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/19/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/20/12		0.00	130.00		Hewlett	NY	66.00		0.00									15.00
2/21/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/22/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/23/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/24/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/25/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/26/12		0.00	130.00		Hewlett	NY	66.00		0.00				49.39					
2/27/12		0.00	130.00		Hewlett	NY	66.00		0.00									15.00
2/28/12		0.00							0.00									
2/29/12		0.00							0.00									
3/1/12		0.00							0.00									
3/2/12		0.00							0.00									
3/3/12		0.00							0.00									
3/4/12		0.00							0.00									
3/5/12		0.00							0.00									
TOTAL		0.00	1,820.00	0.00			924.00		0.00	0.00	0.00		167.01	0.00	0.00	0.00	0.00	30.00

Amount to be paid to JPMorgan Chase: $1,820.00

Amount to be paid to you: $1,061.01

Grand Total for Voucher: $2,881.01

[redacted] [redacted] TDY vouchers

	Ending date	TDY location	Mileage from home	Amount paid total	Entitled Yes/No	Remarks collections due
1	24-Jul-11	Onondaga County, NY	237 miles	$ 4,090.38	yes	
2	7-Aug-11	Onondaga County	237 miles	$ 2,773.34	yes	
3	21-Aug-11	Onondaga County	237 miles	$ 4,449.19	yes	
4	25-Aug-11	Onondaga County	237 miles	$ 751.58	yes	
5	10-Sep-11	Onondaga County	237 miles	$ 2,456.11	yes	
6	16-Sep-11	Albany	133 miles	$ 2,860.86	yes	
7	7-Oct-11	Binghamton	160 miles	$ 1,913.21	yes	
8	23-Oct-11	Hewlett	45 miles	$ 3,059.34	no	$ 3,059.34
9	6-Nov-11	Hewlett	45 miles	$4,167.44	no	$4,167.44
10	20-Nov-11	Hewlett	45 miles	$ 3,093.77	no	$ 3,093.77
11	4-Dec-11	Hewlett	45 miles	$ 4,244.22	no	$ 4,244.22
12	18-Dec-11	Hewlett	45 miles	$ 2,970.18	no	$ 2,970.18
13	2-Jan-12	Hewlett	45 miles	$ 4,183.64	no	$ 4,183.64
14	16-Jan-12	Hewlett	45 miles	$ 2,880.80	no	$ 2,880.80
15	30-Jan-12	Hewlett	45 miles	$ 4,003.51	no	$ 4,003.51
16	13-Feb-12	Hewlett	45 miles	$ 2,878.71	no	$ 2,878.71
17	27-Feb-12	Hewlett	45 miles	$ 2,881.01	no	Not paid current claim
						$ 31,481.61

Exhibit #21

JPMorganChase

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

ACCOUNT NUMBER	-2671
AMOUNT DUE	$1,431.61
CURRENT BALANCE	$1,431.61

AMOUNT ENCLOSED $

Remit To: JPMORGAN CHASE BANK NA
PO BOX 4473
CAROL STREAM IL 60197-4473

Print Address and/or Phone # Changes Below.

Address

City State Zip

Home Phone Work Phone

[redacted]

**T0030271

[redacted]

PLEASE TEAR COUPON AT THE PERFORATION

[redacted]

ACCOUNTING CODE:

AGENCY ORG ID:

STATEMENT MESSAGES

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-16	08-15	060177303546 117730354 P.O.S.:	ENTERPRISE RENT-A-CAR LATHAM NY SALES TAX: $0.00	1,835.12
08-17	08-17	000000002058 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	1,302.00 PY
08-25	08-23	016580170934 0000183843-0001 P.O.S.:	HOMEWOOD SUITES 315-4513800 NY ARRIVAL: 07-18-11 SALES TAX: $0.00	1,302.00 ✓

FOR CUSTOMER SERVICE CALL:
1-888-297-0781

FOR LOST/STOLEN CARDS CALL:
1-888-297-0782

ACCOUNT NUMBER
-2671

STATEMENT DATE:	PAYMENT DUE DATE:
09/12/11	10/10/11

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

ACCOUNT SUMMARY

PREVIOUS BALANCE	1,346.66
PURCHASES & OTHER CHARGES	4,563.36
CASH ADVANCES	.00
FINANCE CHARGES	.00
CREDITS	39.29
PAYMENTS	4,439.12
LATE PAYMENT CHARGE	.00
CASH ADVANCE FEE	.00
NEW BALANCE	1,431.61
PAST DUE BALANCE	.00
DISPUTE AMOUNT	.00

EXHIBIT
tabbies

[redacted] [redacted]

STATEMENT DATE: 09/12/11

Post Date	Tran Date	Reference Number	Transaction Description	Amount
08-29	08-27	016795292113 0000183843-0001 P.O.S.:	HOMEWOOD SUITES 315-4513800 NY ARRIVAL: 07-18-11 SALES TAX: $0.00	372.00
08-29	08-26	582392374077 [redacted] P.O.S.: SALES TAX: $0.00 XAA XD Y XAO	AGENT FEE 8900553172913 PREMIER NATIO WV DEPARTURE: 08-26-11	14.00
08-30	08-30	000000005377 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	3,137.12 PY
09-01	08-30	004050398922 036 30080 P.O.S.:	COURTYARD BY MARRIOTT-ARP ALBANY NY ARRIVAL: 08-26-11 SALES TAX: $0.00	474.24 ✓
09-07	09-05	072015928830 0905000139995 P.O.S.:	BEST WESTERN INN COBLESKILL NY ARRIVAL: 08-30-11 SALES TAX: $0.00	566.00 ✓
09-07	08-30	072015928843 P.O.S.: 0830000139996	BEST WESTERN INN COBLESKILL NY SALES TAX: $0.00	39.29 CR

VCH 0019241

JPMorganChase

[redacted]

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

AMOUNT DUE	$3,654.28
CURRENT BALANCE	$3,654.28

AMOUNT ENCLOSED $

Remit To: JPMORGAN CHASE BANK NA
PO BOX 4473
CAROL STREAM IL 60197-4473

Print Address and/or Phone # Changes Below.

Address

City State Zip

Home Phone Work Phone

[redacted]

T003033

[redacted]

PLEASE TEAR COUPON AT THE PERFORATION

[redacted]

AGENCY ORG ID:

STATEMENT MESSAGES

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-13	09-11	072004868550 0911000139989 P.O.S.:	BEST WESTERN INN COBLESKILL NY ARRIVAL: 09-06-11 SALES TAX: $0.00	622.00 ✓
09-13	09-11	582552617595 [redacted] P.O.S.: SALES TAX: $0.00 XAA XD Y XAO	AGENT FEE 8900553566567 PREMIER NATIO WV DEPARTURE: 09-11-11	14.00
09-19	09-16	060184767296 118476729 P.O.S.:	ENTERPRISE RENT-A-CAR LATHAM NY SALES TAX: $0.00	1,931.19 ✓

VCH 00 192148 4

VCH 000 14526 2

FOR CUSTOMER SERVICE CALL:	ACCOUNT NUMBER		ACCOUNT SUMMARY	
1-888-297-0781	-2671		PREVIOUS BALANCE	1,431.61
			PURCHASES & OTHER CHARGES	4,006.91
FOR LOST/STOLEN CARDS CALL:	STATEMENT DATE:	PAYMENT DUE DATE:	CASH ADVANCES	.00
1-888-297-0782	10/12/11	11/09/11	FINANCE CHARGES	.00
			CREDITS	.00
			PAYMENTS	1,784.24
SEND BILLING INQUIRIES TO:			LATE PAYMENT CHARGE	.00
JPMORGAN CHASE BANK NA COMMERCIAL CARD SOLUTIONS P.O. BOX 2015 MAIL SUITE IL1-6225 ELGIN, IL 60121			CASH ADVANCE FEE	.00
			NEW BALANCE	3,654.28
			PAST DUE BALANCE	.00
			DISPUTE AMOUNT	.00

[redacted]

[redacted]

STATEMENT DATE: 10/12/11

Post Date	Tran Date	Reference Number	Transaction Description	Amount	
09-19	09-15	072003389414 0915000099999 P.O.S.:	CROWNE PLAZA ALBANY ALBANY NY ARRIVAL: 09-11-11 SALES TAX: $0.00	449.72 ✓	VCH 000 1452
09-22	09-22	000000004232 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	1,412.24 PY	
09-26	09-26	000000001747 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	372.00 PY	
09-28	09-26	582702850337 [redacted] P.O.S.: SALES TAX: $0.00 XAA XD Y XAO	AGENT FEE 8900553747180 PREMIER NATIO WV DEPARTURE: 09-26-11	14.00	
10-03	10-02	018534379605 12534A P.O.S.:	BINGHAMTON REGENCY BINGHAMTON NY ARRIVAL: 09-26-11 SALES TAX: $0.00	450.00 ✓	VCH 000 313
10-10	10-08	207399500025 P.O.S.:	HOLIDAY INNS ARENA BINGHAMTON NY SALES TAX: $0.00	612.00 ✓	VCH 000 3135
10-12	10-10	582842555501 [redacted] $0.00 XAA XD Y XAO	AGENT FEE 8900553750448 PREMIER NATIO WV [redacted]	14.00	

JPMorganChase

[redacted]

AMOUNT DUE $3,322.78

CURRENT BALANCE $3,322.78

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

AMOUNT ENCLOSED $

Remit To: JPMORGAN CHASE BANK NA
PO BOX 4473
CAROL STREAM IL 60197-4473

Print Address and/or Phone # Changes Below.

Address

City State Zip

Home Phone Work Phone

[redacted]

**T0023911

[redacted]

PLEASE TEAR COUPON AT THE PERFORATION

[redacted]

AGENCY ORG ID:

STATEMENT MESSAGES

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-26	10-25	018559326521 D514919 P.O.S.:	ENTERPRISE RENT-A-CAR NYACK NY SALES TAX: $0.00	1,109.99
10-27	10-24	700130447303 137318 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 10-10-11 SALES TAX: $0.00	1,967.70
10-27	10-27	000000003686 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	2,347.19 PY

VLH 00038447

VLH 00038337

FOR CUSTOMER SERVICE CALL:
1-888-297-0781

FOR LOST/STOLEN CARDS CALL:
1-888-297-0782

ACCOUNT NUMBER
-2671

STATEMENT DATE: 11/12/11

PAYMENT DUE DATE: 12/10/11

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

ACCOUNT SUMMARY

PREVIOUS BALANCE	3,654.28
PURCHASES & OTHER CHARGES	5,045.39
CASH ADVANCES	.00
FINANCE CHARGES	.00
CREDITS	.00
PAYMENTS	5,376.89
LATE PAYMENT CHARGE	.00
CASH ADVANCE FEE	.00
NEW BALANCE	3,322.78
PAST DUE BALANCE	.00
DISPUTE AMOUNT	.00

[redacted]

[redacted]

STATEMENT DATE: 11/12/11

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-10	10-24	700130445259 137798 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 10-24-11 SALES TAX: $0.00	1,967.70
11-10	11-10	000000003714 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	1,967.70 PY
11-10	11-10	000000003722 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	1,062.00 PY

VCH6003849

JPMorganChase

[redacted]

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

AMOUNT DUE	$807.29
CURRENT BALANCE	$807.29

AMOUNT ENCLOSED $

Remit To: JPMORGAN CHASE BANK NA
PO BOX 4473
CAROL STREAM IL 60197-4473

Print Address and/or Phone # Changes Below.

Address

City State Zip

Home Phone Work Phone

[redacted]

**T0021828

[redacted]

PLEASE TEAR COUPON AT THE PERFORATION

[redacted]

AGENCY ORG ID:

STATEMENT MESSAGES

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-22	11-22	000000003280 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	3,077.69 PY
11-25	11-23	018560881618 D515362 P.O.S.:	ENTERPRISE RENT-A-CAR NYACK NY SALES TAX: $0.00	1,109.99 ✓
11-25	11-08	700130445741 137798 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 10-24-11 SALES TAX: $0.00	1,967.70 ✓

FOR CUSTOMER SERVICE CALL:	ACCOUNT NUMBER		ACCOUNT SUMMARY	
1-888-297-0781		-2671	PREVIOUS BALANCE	3,322.78
			PURCHASES & OTHER CHARGES	5,607.59
FOR LOST/STOLEN CARDS CALL:	STATEMENT DATE:	PAYMENT DUE DATE:	CASH ADVANCES	.00
1-888-297-0782	12/12/11	01/09/12	FINANCE CHARGES	.00
			CREDITS	.00
SEND BILLING INQUIRIES TO:			PAYMENTS	8,123.08
			LATE PAYMENT CHARGE	.00
JPMORGAN CHASE BANK NA COMMERCIAL CARD SOLUTIONS P.O. BOX 2015 MAIL SUITE IL1-6225 ELGIN, IL 60121			CASH ADVANCE FEE	.00
			NEW BALANCE	807.29
			PAST DUE BALANCE	.00
			DISPUTE AMOUNT	.00

[redacted]

STATEMENT DATE: 12/12/11

Post Date	Tran Date	Reference Number	Transaction Description	Amount	
12-02	12-02	000000002686 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	1,967.70 PY	
12-08	11-22	700130446089 137798 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 10-24-11 SALES TAX: $0.00	1,967.70 ✓	VCH000 5111 3
12-12	12-09	700130448362 137798 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 10-24-11 SALES TAX: $0.00	562.20 ✓	VCH000 1527
12-12	12-12	000000003567 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	3,077.69 PY	

JPMorganChase

[redacted]

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

AMOUNT DUE	$3,305.08
CURRENT BALANCE	$3,305.08

AMOUNT ENCLOSED $

Remit To: JPMORGAN CHASE BANK NA
PO BOX 4473
CAROL STREAM IL 60197-4473

Print Address and/or Phone # Changes Below.

Address

City State Zip

Home Phone Work Phone

[redacted]

**T0006087

[redacted]

PLEASE TEAR COUPON AT THE PERFORATION

[redacted]

AGENCY ORG ID:

STATEMENT MESSAGES

Post Date	Tran Date	Reference Number	Transaction Description	Amount	
12-22	12-09	700130448294 139681 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 12-09-11 SALES TAX: $0.00	1,300.00 ✓	VCH0006152
12-26	12-23	018562391494 D515780 P.O.S.:	ENTERPRISE RENT-A-CAR NYACK NY SALES TAX: $0.00	1,109.99 ✓	VCH0006535
01-06	12-20	700130446373 139681 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 12-09-11 SALES TAX: $0.00	1,950.00 ✓	VCH0006535

FOR CUSTOMER SERVICE CALL:
1-888-297-0781

FOR LOST/STOLEN CARDS CALL:
1-888-297-0782

ACCOUNT NUMBER
-2671

STATEMENT DATE:	PAYMENT DUE DATE:
01/12/12	02/09/12

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

ACCOUNT SUMMARY

PREVIOUS BALANCE	807.29
PURCHASES & OTHER CHARGES	4,359.99
CASH ADVANCES	.00
FINANCE CHARGES	.00
CREDITS	.00
PAYMENTS	1,862.20
LATE PAYMENT CHARGE	.00
CASH ADVANCE FEE	.00
NEW BALANCE	3,305.08
PAST DUE BALANCE	.00
DISPUTE AMOUNT	.00

[redacted] [redacted]

STATEMENT DATE: 01/12/12

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-06	01-06	000000004077	PAYMENT RECEIVED -- THANK YOU	1,862.20 PY
		P.O.S.:	SALES TAX: $0.00	

JPMorganChase

[redacted]

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

AMOUNT DUE	$245.09
CURRENT BALANCE	$245.09

AMOUNT ENCLOSED $

Remit To: JPMORGAN CHASE BANK NA
PO BOX 4473
CAROL STREAM IL 60197-4473

Print Address and/or Phone # Changes Below.

Address

City State Zip

Home Phone Work Phone

[redacted]

**T002114L

[redacted]

PLEASE TEAR COUPON AT THE PERFORATION

[redacted]

AGENCY ORG ID:

STATEMENT MESSAGES

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-17	01-17	000000003290	PAYMENT RECEIVED -- THANK YOU	3,059.99 PY
		P.O.S.:	SALES TAX: $0.00	
01-20	01-04	700130447284	ROCKVILLE CENTRE INN LYNBROOK NY	1,820.00 ✓
		139681	ARRIVAL: 12-09-11	
		P.O.S.:	SALES TAX: $0.00	
01-30	01-27	018564051888	ENTERPRISE RENT-A-CAR NYACK NY	1,109.99 ✓
		D516207		
		P.O.S.:	SALES TAX: $0.00	

VCH000705 79

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FOR CUSTOMER SERVICE CALL:
1-888-297-0781

FOR LOST/STOLEN CARDS CALL:
1-888-297-0782

ACCOUNT NUMBER
-2671

STATEMENT DATE:	PAYMENT DUE DATE:
02/12/12	03/11/12

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

ACCOUNT SUMMARY	
PREVIOUS BALANCE	3,305.08
PURCHASES & OTHER CHARGES	4,749.99
CASH ADVANCES	.00
FINANCE CHARGES	.00
CREDITS	.00
PAYMENTS	7,809.98
LATE PAYMENT CHARGE	.00
CASH ADVANCE FEE	.00
NEW BALANCE	245.09
PAST DUE BALANCE	.00
DISPUTE AMOUNT	.00

[redacted] [redacted]

STATEMENT DATE: 02/12/12

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-30	01-27	700130446656 139681 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 12-09-11 SALES TAX: $0.00	1,300.00
01-31	01-31	000000002120 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	1,820.00 PY
02-02	01-31	700130446537 141340 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 01-27-12 SALES TAX: $0.00	390.00
02-03	01-31	700130440851 141340 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 01-27-12 SALES TAX: $0.00	130.00
02-06	02-06	000000006679 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	2,929.99 PY

JPMorganChase

[redacted]

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

AMOUNT DUE	$4,375.08
CURRENT BALANCE	$4,375.08

AMOUNT ENCLOSED $

Remit To: JPMORGAN CHASE BANK NA
PO BOX 4473
CAROL STREAM IL 60197-4473

Print Address and/or Phone # Changes Below.

Address

City State Zip

Home Phone Work Phone

[redacted]

**T00266 53

[redacted]

PLEASE TEAR COUPON AT THE PERFORATION

[redacted]

AGENCY ORG ID:

STATEMENT MESSAGES

Register and attend the 2012 GSA Training Conference & Expo! www.expo.gsa.gov May 15-17, San Antonio! FREE CLP-certified LIVE training and 700+ vendor exhibits! Bring teammates!!

Post Date	Tran Date	Reference Number	Transaction Description	Amount
02-17	02-14	700130440368 141599 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 01-31-12 SALES TAX: $0.00	1,820.00
02-27	02-27	000000002664 P.O.S.:	PAYMENT RECEIVED – THANK YOU SALES TAX: $0.00	1,820.00 PY
03-02	02-28	700130447299 142182 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 02-14-12 SALES TAX: $0.00	1,820.00

FOR CUSTOMER SERVICE CALL:
1-888-297-0781

FOR LOST/STOLEN CARDS CALL:
1-888-297-0782

ACCOUNT NUMBER
-2671

STATEMENT DATE: 03/12/12

PAYMENT DUE DATE: 04/09/12

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

ACCOUNT SUMMARY

PREVIOUS BALANCE	245.09
PURCHASES & OTHER CHARGES	5,949.99
CASH ADVANCES	.00
FINANCE CHARGES	.00
CREDITS	.00
PAYMENTS	1,820.00
LATE PAYMENT CHARGE	.00
CASH ADVANCE FEE	.00
NEW BALANCE	4,375.08
PAST DUE BALANCE	.00
DISPUTE AMOUNT	.00

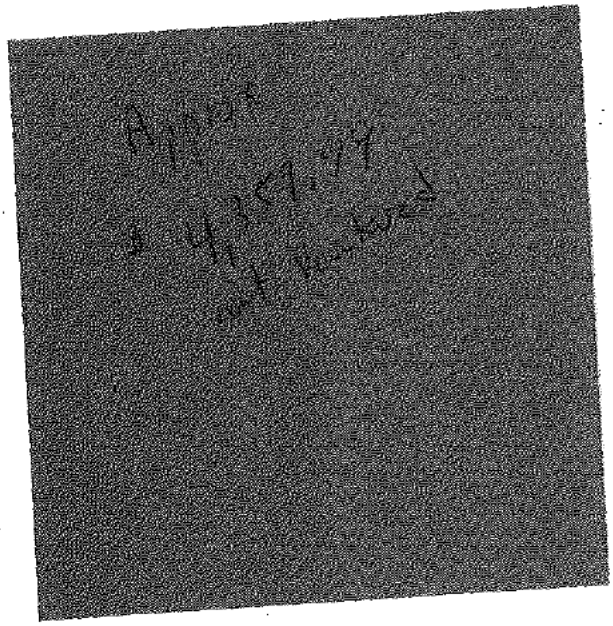
[redacted]

[redacted]

STATEMENT DATE: 03/12/12

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-05	03-02	018565833595 D516660 P.O.S.:	ENTERPRISE RENT-A-CAR NYACK NY SALES TAX: $0.00	1,109.99
03-08	03-05	700130446576 143066 P.O.S.:	ROCKVILLE CENTRE INN LYNBROOK NY ARRIVAL: 02-28-12 SALES TAX: $0.00	910.00
03-08	03-06	870671617943 [redacted] P.O.S.: SALES TAX: $0.00 XAÅ XD X XAO	AGENT FEE 8900556210880 PREMIER NATIO WV DEPARTURE: 03-06-12	14.00
03-12	03-10	207399500184 P.O.S.:	HOLIDAY INNS ARENA BINGHAMTON NY SALES TAX: $0.00	276.00 ✓

NCH 2, 3/17



JPMorganChase

[redacted]

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

AMOUNT DUE	$6,786.06
CURRENT BALANCE	$6,786.06

AMOUNT ENCLOSED $

Remit To: JPMORGAN CHASE BANK NA
PO BOX 4473
CAROL STREAM IL 60197-4473

Print Address and/or Phone # Changes Below.

Address

City State Zip

Home Phone Work Phone

[redacted]

**T0024428

[redacted]

PLEASE TEAR COUPON AT THE PERFORATION

[redacted]

AGENCY ORG ID:

STATEMENT MESSAGES

Your account is past due $3,505.08. Please remit the total amount due.

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-19	03-17	700808365318 0001567309 P.O.S.:	CROWNE PLAZA RESORT & GOL LAKE PLACID NY ARRIVAL: 03-12-12 SALES TAX: $0.00	396.00 ✓
03-28	03-26	700808360201 0001571246 P.O.S.:	CROWNE PLAZA RESORT & GOL LAKE PLACID NY ARRIVAL: 03-12-12 SALES TAX: $0.00	990.00 ✓
03-28	03-28	000000002122 P.O.S.:	PAYMENT RECEIVED -- THANK YOU SALES TAX: $0.00	870.00 PY

vch ? 3/17

vch ? 3/17

FOR CUSTOMER SERVICE CALL:
1-888-297-0781

FOR LOST/STOLEN CARDS CALL:
1-888-297-0782

ACCOUNT NUMBER
-2671

STATEMENT DATE:	PAYMENT DUE DATE:
04/12/12	05/10/12

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

ACCOUNT SUMMARY	
PREVIOUS BALANCE	4,375.08
PURCHASES & OTHER CHARGES	3,280.98
CASH ADVANCES	.00
FINANCE CHARGES	.00
CREDITS	.00
PAYMENTS	870.00
LATE PAYMENT CHARGE	.00
CASH ADVANCE FEE	.00
NEW BALANCE	6,786.06
PAST DUE BALANCE	3,505.08
DISPUTE AMOUNT	.00

[redacted] [redacted]

STATEMENT DATE: 04/12/12

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-03	04-02	018534019345 D517094 P.O.S.:	ENTERPRISE RENT-A-CAR NYACK NY SALES TAX: $0.00	1,399.98 ✓
04-03	04-01	700808366648 0001580997 P.O.S.:	CROWNE PLAZA RESORT & GOL LAKE PLACID NY ARRIVAL: 03-12-12 SALES TAX: $0.00	495.00 ✓

2/26 - 4/2

JPMorganChase

[redacted]

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

AMOUNT DUE	$2,099.08
CURRENT BALANCE	$2,099.08

AMOUNT ENCLOSED $

Remit To: JPMORGAN CHASE BANK NA
PO BOX 4473
CAROL STREAM IL 60197-4473

Print Address and/or Phone # Changes Below

Address

City State Zip

Home Phone Work Phone

[redacted]

**N0020507

[redacted]

PLEASE TEAR COUPON AT THE PERFORATION

[redacted]

AGENCY ORG ID:

STATEMENT MESSAGES

Your account is past due $2,099.08. Please remit the total amount due.

Post Date	Tran Date	Reference Number	Transaction Description	Amount
04-18	04-18	000000005955	PAYMENT RECEIVED -- THANK YOU	2,686.98 PY
		P.O.S.:	SALES TAX: $0.00	
04-23	04-23	000900090183	PAYMENT RECEIVED -- THANK YOU	2,000.00 PY
		P.O.S.:	SALES TAX: $0.00	

FOR CUSTOMER SERVICE CALL:
1-888-297-0781

FOR LOST/STOLEN CARDS CALL:
1-888-297-0782

ACCOUNT NUMBER
-2671

STATEMENT DATE:	PAYMENT DUE DATE:
05/12/12	06/09/12

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

ACCOUNT SUMMARY

PREVIOUS BALANCE	6,786.06
PURCHASES & OTHER CHARGES	.00
CASH ADVANCES	.00
FINANCE CHARGES	.00
CREDITS	.00
PAYMENTS	4,686.98
LATE PAYMENT CHARGE	.00
CASH ADVANCE FEE	.00
NEW BALANCE	2,099.08
PAST DUE BALANCE	2,099.08
DISPUTE AMOUNT	.00

JPMorganChase

[redacted]

AMOUNT DUE $0.00

CURRENT BALANCE $0.00

JPMORGAN CHASE BANK NA
PO BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

AMOUNT ENCLOSED $

Remit To: JPMORGAN CHASE BANK NA
PO BOX 4473
CAROL STREAM IL 60197-4473

Print Address and/or Phone # Changes Below.

Address

City State Zip

Home Phone Work Phone

[redacted]

**N0026971

[redacted]

PLEASE TEAR COUPON AT THE PERFORATION

[redacted]

AGENCY ORG ID:

STATEMENT MESSAGES

Post Date	Tran Date	Reference Number	Transaction Description	Amount
05-23	05-23	000500052090	PAYMENT RECEIVED -- THANK YOU	2,099.08 PY
		P.O.S.:	SALES TAX: $0.00	

FOR CUSTOMER SERVICE CALL:
1-888-297-0781

FOR LOST/STOLEN CARDS CALL:
1-888-297-0782

ACCOUNT NUMBER
-2671

STATEMENT DATE:	PAYMENT DUE DATE:
06/12/12	07/10/12

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

ACCOUNT SUMMARY

PREVIOUS BALANCE	2,099.08
PURCHASES & OTHER CHARGES	.00
CASH ADVANCES	.00
FINANCE CHARGES	.00
CREDITS	.00
PAYMENTS	2,099.08
LATE PAYMENT CHARGE	.00
CASH ADVANCE FEE	.00
NEW BALANCE	0.00
PAST DUE BALANCE	.00
DISPUTE AMOUNT	.00

Exhibit #22

EXHIBIT

TRAVEL VOUCHER (Read the Privacy Act Statement on the back)	1. DEPT OR ESTABLISHMENT, BUREAU DIV/OFC	2. TYPE OF TRAVEL	3. VOUCHER
	DHS/FEMA/REGION 2/LOGISTICS	[X] TEMPORARY DUTY [ ] PERMANENT CHANGE OF STATION	4. SCHEDULE NO.

PAYEE	a. NAME (Last, first, middle initial)	b. SOCIAL SECURITY NO.	6. PERIOD OF TRAVEL
	[redacted] NONE	[redacted]	a. FROM 3/6/2012 b. TO 3/17/2012
	c. MAILING ADDRESS (Include ZIP Code) [redacted]	d. OFFICE TELEPHONE NO. [redacted]	7: TRAVEL AUTHORIZATION EMN-2012-TG-4020
	e. PRESENT DUTY STATION Lake Placid, NY	f. RESIDENCE (City and State) [redacted]	10. CHECK NO.

8. TRAVEL ADVANCE		9. CASH PAYMENT RECEIPT		11. PAID BY
a. Outstanding		a. DATE RECEIVED	b. AMOUNT RECEIVED $	
b. Amount to be applied		c. PAYEE'S SIGNATURE		
c. Amount due Government (Attached [ ] Check [ ] Cash)				
d. Balance Outstanding				

12. GOVERNMENT TRANSPORTATION REQUEST, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH (List by number below and attach passenger coupon; if cash is used show claim on reverse side)

I hereby assign to the United States any right I may have against any parties in connection with reimbursable transportation charges described below, purchased under cash payment procedures (FPMR 101-7) Traveler's Initials >>>

AGENT'S VALUATION OF TICKET (a)	ISSUE CARRIER (Initials) (b)	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL FROM (e)	POINTS OF TRAVEL TO (f)

TA QC QC SCAN BATCH

COMMENTS: WORKSHEET PREPARED BY TRAVELER

13. I certify that this voucher is true and correct to the best of my knowledge and belief, and that payment or credit has not been received [redacted] ge cost of lodging incurred during the period covered by this v[redacted]

TRAVELER SIGN HERE [redacted] DATE 3/26/12 AMOUNT CLAIMED >>> $1,500.52

NOTE: Falsification of an item in an expense account works a forfeiture of claim (28 U.S.C. 2514) and may result in a fine of not more than $10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287; id. 1001).

14. This voucher is approved. Long distance telephone calls, if any, are certified as necessary in the interest of the Government. (Note: If long distance telephone calls are included, the approving official must have been authorized in writing by the head of the department or agency to so certify (31 U.S.C. 680a).)

APPROVING OFFICIAL SIGN HERE [redacted] DATE 3/27/12

17. FOR FINANCE OFFICE USE ONLY COMPUTATION

a. DIFFERENCES, IF ANY (Explain and show amount)

b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION Certifier's Initials:

c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol):

d. NET TO TRAVELER >>>

15. LAST PRECEDING VOUCHER PAID UNDER SAME TRAVEL AUTHORIZATION

a. VOUCHER NO.	b. D.O. SYMBOL	c. YEAR & MONTH

16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT

AUTHORIZED CERTIFYING OFFICIAL SIGN HERE >>> DATE

18. ACCOUNTING CLASSIFICATION

2012-06-4020DR-9024-2100D

2110=
2120=
2140=

1012-11G (DFO ND) NSN 7540-00-634-4180 STANDARD FORM 1012 (REV 10-77)

SPLIT PAY ACCOUNTING DETAIL PAGE - FOR FINANCE CENTER USE

THERE ARE NO END USER EDITABLE FIELDS ON THIS PAGE, PRINT THIS PAGE AND ATTACH TO EACH VOUCHER

ACCOUNTING CLASS CODE		PAY TO GOVT CC	PAY TO INDIVIDUAL
ATM FEES	$0.00		$0.00
COMMON CARRIER	$0.00	$0.00	
LODGING	$870.00	$870.00	
M&IE	$511.75		$511.75
MILEAGE	$0.00		$0.00
MISCELLANEOUS EXPENSE	$0.00		$0.00
OTHER	$20.55		$20.55
PHONE CALLS	$0.00		$0.00
REGISTRATION FEES	$0.00		$0.00
RENTAL CAR	$0.00	$0.00	
TAX	$0.00	$0.00	
TRANSPORTATION	$98.22		$98.22
TOTAL	$1,500.52	$870.00	$630.52

TRAVELER'S NAME [redacted]

DATE TRAVEL BEGAN 3/6/12

TRAVEL VOUCHER INFORMATION

VERSION 7 / REVISION DATE October 20, 2011

TRAVELER INFORMATION

FULL NAME [redacted]

ADDRESS [redacted]

TRAVEL AUTHORIZATION NUMBER OR DISASTER NUMBER: EMN-2012-TG-4020

THIS VOUCHER BEGINS: NOT IN TRAVEL STATUS — CLICK HERE TO CHANGE

THIS VOUCHER ENDS: IN TRAVEL STATUS — CLICK HERE TO CHANGE

AIR TRAVEL/COMMON CARRIER INFORMATION

ENTER DATE OF TRAVEL, CITY OF ORIGIN AND DESTINATION CITY FOR EACH FLIGHT

HOW DO WE CONTACT YOU?

OFFICE PHONE

CURRENT PHONE [redacted]

HOME PHONE

OR OTHER PERMANENT PHONE NUMBER

LOCATION/REGION/OFFICE: Region 2

ORGANIZATION/PROGRAM: Logistics

SUPERVISOR [redacted]

NOTE AREA - TYPE INFORMATION FOR THE VOUCHER PREPARER OR FFC IN THIS BOX

TRAVELER WENT HOME TO PICK UP

Work e-mail address [redacted]

Personal e-mail address [redacted]

SSN (LAST 4 DIGITS ONLY) [redacted]

V Number: NONE

ENTER START DATE IN CELL A20 AS MM/DD/YY

ATTACH A SEPARATE SHEET IF NECESSARY

DAILY LOG OF EXPENSES

DATE	POV MILEAGE	POV MILEAGE RATE	LODGING	LODGING TAX	TDY DUTY STATION COUNTY OR CITY	M&IE ALLOWANCE	ATM AMOUNT WITHDRAWN	JPMC ATM FEE	DISPENSING ATM ACCESS FEE	MISC EXPENSE	DESCRIBE MISC EXPENSE	FUEL FOR RENTAL VEHICLE	RENTAL VEHICLE	AIRLINE TRAIN OR BUS TICKETS	NATIONAL TRAVEL FEE	PHONE	LAUNDRY
		0.51															
3/6/12		0.00	92.00		Kirkwood NY	34.50		0.00									
3/7/12		0.00	92.00		Kirkwood NY	46.00		0.00									
3/8/12		0.00	92.00		Kirkwood NY	46.00		0.00				45.55					
3/9/12	FRI	0.00		LEAVE ?		34.50		0.00									
3/10/12	SAT	0.00						0.00									
3/11/12	SUN	0.00						0.00									
3/12/12		0.00	99.00		Lake Placid NY	45.75		0.00		5.55	Toll						
3/13/12		0.00	99.00		Lake Placid NY	61.00		0.00									
3/14/12		0.00	99.00		Lake Placid NY	61.00		0.00									
3/15/12		0.00	99.00		Lake Placid NY	61.00		0.00									
3/16/12		0.00	99.00		Lake Placid NY	61.00		0.00				52.67					
3/17/12		0.00	99.00		Lake Placid NY	61.00		0.00									15.00
3/18/12		0.00						0.00									
3/19/12		0.00						0.00									
3/20/12		0.00						0.00									
3/21/12		0.00						0.00									
3/22/12		0.00						0.00									
3/23/12		0.00						0.00									
3/24/12		0.00						0.00									
3/25/12		0.00						0.00									
3/26/12		0.00						0.00									
TOTAL		0.00	870.00	0.00		511.75		0.00	0.00	5.55		98.22	0.00	0.00	0.00	0.00	15.00

Amount to be paid to JPMorgan Chase: $870.00

Amount to be paid to you: $630.52

Grand Total for Voucher: $1,500.52

Holiday Inn

03-09-12

[redacted]
US

Folio No. : 133501 Cashier No. : 129
A/R Number :
Group Code :
Company : Fedrooms
Membership No. : [redacted]
Invoice No. :

Room No. : 602
Arrival : 03-06-12
Departure : 03-09-12
Conf. No. : 67142025
Rate Code : IL5FP
Page No. : 1 of 1

Date	Description	Charges	Credits
03-06-12	*Guest Room	92.00	
03-07-12	*Guest Room	92.00	
03-08-12	*Guest Room	92.00	
03-09-12	Visa XXXXXXXXXXXX2671		276.00
	Total	**276.00**	**276.00**
	Balance	**0.00**	

Thank you for staying at Holiday Inn Arena. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit www. priorityclub.com. We look forward to welcoming you back soon.

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Binghamton - Arena
2-8 Hawley Street
Binghamton, NY 13901
Telephone: (607) 722-1212 Fax: (607) 722-6063

CROWNE PLAZA®
LAKE PLACID - GOLF CLUB

03-26-12

[redacted]
US

Folio No. :
A/R Number :
Group Code :
Company :
Membership No. : [redacted]
Invoice No. :

Cashier No. : 425

Room No. : 362
Arrival : 03-12-12
Departure : 03-30-12
Conf. No. : 61964153
Rate Code : IMGOV
Page No. : 1 of 1

Date	Description	Charges	Credits
03-12-12	*Guest Room	99.00	
03-13-12	*Guest Room	99.00	
03-14-12	*Guest Room	99.00	
03-15-12	*Guest Room	99.00	
03-16-12	Visa XXXXXXXXXXXX2671		396.00
	Total	**396.00**	**396.00**
	Balance	**0.00**	

Thank you for staying at Crowne Plaza Lake Placid Resort. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit www. priorityclub.com. We look forward to welcoming you back soon.

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

CROWNE PLAZA®
LAKE PLACID - GOLF CLUB

03-26-12

[redacted]
US

Folio No.	:	Cashier No.	: 425	Room No.	: 362
A/R Number	:			Arrival	: 03-12-12
Group Code	:			Departure	: 03-30-12
Company	:			Conf. No.	: 61964153
Membership No.	: [redacted]			Rate Code	: IMGOV
Invoice No.	:			Page No.	: 1 of 1

Date	Description		Charges	Credits
03-16-12	*Guest Room		99.00	
03-17-12	*Guest Room		99.00	
03-18-12	*Guest Room	Next Voucher	99.00	
03-19-12	*Guest Room		99.00	
03-20-12	*Guest Room		99.00	
03-21-12	*Guest Room		99.00	
03-22-12	*Guest Room		99.00	
03-23-12	*Guest Room		99.00	
03-24-12	*Guest Room		99.00	
03-25-12	*Guest Room		99.00	
03-26-12	Visa	XXXXXXXXXXXX2671		990.00
		Total	**990.00**	**990.00**
		Balance	**0.00**	

Thank you for staying at Crowne Plaza Lake Placid Resort. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit www.priorityclub.com. We look forward to welcoming you back soon.

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

FEDERAL EMERGENCY MANAGEMENT AGENCY

OFFICIAL TRAVEL AUTHORIZATION

(See Privacy Act Statement below)

1. ADDRESS TO WHICH TRAVEL EXPENSE CHECK IS TO BE MAILED *(Same as to be shown on travel voucher)*	2.PLACE PREPARED *(City and State)*	3.DATE PREPARED
DIRECT DEPOSIT OR RESIDENCE	Albany, NY	3/1/2012
	4.NAME *(As shown on payroll)* VARIOUS	5.SOCIAL SECURITY NO
	6.TITLE PFT, TFT, DAE, CORE, MERS ERT-A, IMAT	
	7.OFFICE AND DIVISION FEMA	
9. TRAVEL PURPOSE CODE 1	8.OFFICIAL STATION LOCATION Various-FEMA	

9a. SPECIFIC PURPOSE OF TRAVEL OR REASON FOR AMENDMENT

Remnants of Tropical Storm Lee IA & PA

10. APPROXIMATE TRAVEL DATE *(MM/DD/YY)*		11. TYPE OF AUTHORIZATION	CHECK HERE, IF AMENDMENT
a. Beginning 09/07/11	b. Ending 09/30/12	[ ] a. Temporary (T) [ ] b. Blanket (B) [X] c. Group (G) [ ] d. Invitational (I) [ ] e. PCS-Relocation (R) *(Attachment required)*	[X]

12. ITINERARY

a. a. DATE	b. TRAVEL FROM	c. TRAVEL TO	d. ADDRESS AT DESTINATION	e. RETURN TRIP
9/7/2011 9/30/2012	Residence Duty Station	NEW YORK,WASHING Washington, DC,	Various Locations	[X] Yes [ ] No

13. MODE OF TRANSPORTATION *(Exclude local transportation)*

a. NORMAL: [X] Air [X] Rail [X] Bus [ ] Ship [X] Government-owned vehicle

b. SPECIAL: [ ] First Class Air [ ] Extra Fare Rail [X] Commercial Rental Vehicle [X] Privately-owned Vehicle [X] Other *(Specify)* Taxi, Shuttle, Parking, Gas

14. ALLOWANCES

a. MILEAGE RATE	b. PER DIEM	c. OTHER *(Explain in item 15)*
.510 *(Cents per mile)*	GSA Rate *(Per day)*	Federal Travel Regulations - Based on GSA Rates

15. JUSTIFICATION FOR SPECIAL MODES OF TRAVEL AND ALLOWANCES

Taxi,limo where no public transportation is available and between Residence and Airport. Carrying heavy luggage, Car Rental with prior Approval of Supervisor, GSA 2012 Per Diem, Baggage Excess baggage fees authorized. Parking fees authorized. POV ATM Fees Telephone, Laundry

16. ACCOUNTING CLASSIFICATION(S)				17. ESTIMATED EXPENSES *(By Object Class)*			18.	19.
				TRANSPORTATION *(See TRANSPORTATION tab)*		PER DIEM &	TOTAL	AMOUNT OF
FISCAL YEAR *a.*	FUND CODE *b.*	PRO-GRAM CODE *c.*	ORGANI-ZATION CODE *d.*	GOVERNMENT (OBJ-2110) *a.*	PERSONAL (OBJ-2110) *b.*	OTHER (OBJ-2120) *c.*	ESTIMATE COST	ADVANCE REQUESTED
2012	6	4020	9024	OBJ-2100				$1,000,000.00
								Amd#16

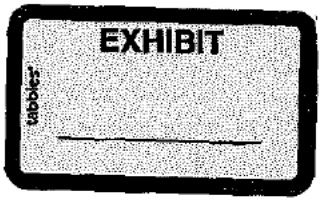
20. REMARKS

21.	*CERTIFICATION: I certify that the travel herein was reviewed and determined to be essential for the accomplishment of agency programs and missions.*	b. DATE APPROVED	22. FUNDS OBLIGATED
APPROVED	a. SIGNATURE AND TITLE OF APPROVING OFFICIAL [redacted]	[redacted] 3/1/2012	a. INITIALS [redacted] b. DATE 3/1/2012

DISTRIBUTION: ORIGINAL- TRAVELER COPY 1&2- FINANCE COPY 3-TRAVELER (SUBMIT WITH TRAVEL VOU
COPY 4- AUTHORIZING OFFICIAL COPY 5- ORIGINATING OFFICE

FEMA Form 60-2, JUL 88 [M/S Excel]

Exhibit #23



IN THE EEO COMPLAINT of [redacted]

UNITED STATES DEPARTMENT OF HOMELAND SECURITY

FEDERAL EMERGENCY MANAGEMENT AGENCY

COMPLAINT NUMBER: HS-FEMA-21715-2012

AFFIDAVIT OF [redacted]

[redacted] ed against and treated to disparate treatment based on race (African American) when:

1) On February 10, 2012 he learned that he was being released on February 24, 2012. After speaking with Management he was told that he was being released on February 17, 2012. He believes this was in retaliation of his filing an EEO Complaint; and
2) On October 7, 2011, he was notified that he was being reassigned to the OFO in Binghamton, NY, and was replaced by a Caucasian male DAE.

The following incidents will be investigated in support of his claims

Complainant alleges that he was discriminated against because of upon race (African American) when on February 10, 2012 he initially was told he was being released on February 24, 2012 and then after speaking with Management he was told that he was being released on February 17, 2012. On October 7, 2011, he was notified that he was being reassigned to the OFO in Binghamton, NY, and was replaced by a Caucasian male DAE.

I have an obligation to cooperate fully with the investigator, who has been assigned to conduct a thorough and impartial investigation of this complaint of discrimination. My statement is made under oath (or affirmation), without a pledge of confidentiality; in accordance with the rules, regulations, policies, and procedures of the Equal Employment Opportunity Commission and the United States Department of Homeland Security - FEMA. I further understand that my statement will become part of the official record in this case, and may be reviewed by the Agency, the Complainant, other Management Officials charged, and their representatives, and any person necessary to the adjudication of this claim. I have the right to be represented by a person of my choice during presentation and/or preparation of my statement (so long as my choice does not result in a conflict of interest).

I have the right to review my statement prior to signing it, and may make corrections if it is incomplete or inaccurate. I have a right to receive a copy of the signed statement.

10/23 UUJJ39

1. Provide your name, title, grade, position, organization and geographical location for which you were assigned?

Response

My name is [redacted] I am the Logistics Section Chief for Region II, FEMA, IMAT (Incident Management Assistance Team), New York City, New York.

2. How long have you worked in your current position in the current location and how long for the federal government?

Response

I have worked for FEMA and the federal government since 2001 and I have been the Logistics Section Chief since 2009.

3. Identify your first and second line supervisors by name, title and grade. Also how long have you worked for each of these individuals and in what capacity?

Response

My First and Second line supervisor is [redacted]

4. Provide a brief description of your primary job functions?

Response

As Logistics Section Chief, my primary job functions are as follows:

5. Provide a thorough explanation of the circumstances of the complaint wherein the Complainant alleges that he was discriminated against and treated disparately

Response

[redacted] and I were both deployed to New York during Hurricane Irene in the fall of 2011. [redacted] was assigned to Logistics and I believe we were both in New York for a couple of months. We did not work side by side and I did not personally supervise him as the Response to Hurricane Irene was an effort involving approximately 250 people spread out around the State of New York. I believe that [redacted] served in multiple, geographically separate duty stations as the storm developed and impacted different areas. [redacted] Wi[redacted] was probably two or three supervisory levels below me throughout the Response to Hurricane IRENE. I do not recall the event described by [redacted] but I can guarantee that my response to a call about someone

being at breakfast when they were scheduled to be working would have been to investigate the situation immediately. Again, I do not recall this event, but if someone had told me that an employee had commented about being at breakfast when they were expected to be working I would most certainly have followed up.

It is the nature of this job specifically, and emergency response in general, that anyone can be relocated to satisfy the needs of the mission at a moment's notice. As I recall, I moved personnel around the state to accomplish various missions as efficiently and effectively as possible. These transfers are done to minimize administrative costs and we use local people when possible to save on travel expenses. For example, people on travel status are generally released first when the time comes to re-assign positions. I do not recall this specific situation, but I believe that any and all transfers would have been made to satisfy mission requirements in the most expeditious manner possible – I have never observed a transfer made for retaliatory or punitive reasons.

I recall having a conversation with [redacted], during which he informed me that the Long Island office (DRC?) was much closer to his home than the Binghamton office, but that he was right near the 50 mile limit. Therefore, [redacted] prospective transfer to the Long Island office would save the government per diem, hotel, and travel expenses on a daily basis. I recall telling him that I could obtain approval from the comptroller for [redacted] to be in travel status for the purposes of securing a rental car, as I believe he was working 12 hour days, a portion of his travel expenses were authorized. [redacted] transfer to the Long Island Office would still save the government tens-of-thousands in hotel and per diem expenses. I recall that a new comptroller scrutinized [redacted] travel status, but I do not know the outcome.

I believe that [redacted]'s transfer, like [redacted] was proposed as a purely budgetary consideration. I also believe that it was merely a coincidence that it occurred the day after the investigation into the breakfast comment. As I recall, [redacted] was not reprimanded or written up or otherwise punished in any way, and that the move to a different office was a lateral move designed to save the government money, which happens frequently in our work. It is not unusual for an employee to be given only 24 hours notice to move locations.

I believe that [redacted] is African American, [redacted] is Caucasian, and I am Hispanic and African American. I categorically deny any suggestion of racial discrimination, in this or any other professional or personal decision I have ever made. If there had been a problem of any consequence with [redacted] I would have counseled him and worked with him to resolve it at the lowest level possible. That was not my experience in this situation. Although I do not recall, I suspect I probably got a call indicating that [redacted] said he was at IHOP, and that I probably called [redacted] about it. My sole concern in this scenario would have been any delay they would have experienced arriving at their location as a result, and inquiring about local traffic.

As to the move itself, I cannot imagine any basis other than good stewardship of limited government resources. There are several members of upper management who are African American, and they were aware of the move well in advance of its announcement.

6. Please describe the circumstances of the Complainant's re-assignment.

Response

See Response to #5 above. As I recall [redacted] re-assignment had been determined prior to the day of the breakfast question.

7. Please describe any conversation you had with the Complainant regarding the decision.

Response

I have not spoken with [redacted] about his reassignment.

8. Please describe any conversation you had with other managers prior to the move regarding the Complainant.

Response

See Response #5 above. As I recall there were other members of upper management who were familiar with the plan to re-assign [redacted] but I do not recall specific details.

The decision to move [redacted] was based entirely on budget concerns.

9. Please describe the Complainant's work performance prior to the decision to move him, and since he was moved.

Response

See Response #5 above.

[redacted] prior work performance was good, as I recall. I did not have any concerns with his work skills and the move was a lateral move into the same position he held in Long Island.

10. Please describe the race of Mr. Wilson, Mr. [redacted] and yourself.

Response

It is my understanding that [redacted] is African American, [redacted] is Caucasian, and I am both Hispanic and African American.

11. Please respond to the allegation that the Complainant was discriminated against based on race.

Response

I do not believe that the Agency discriminated against [redacted] based on race. He was reassigned based solely on budget concerns.

000042

12. Please describe the circumstances surrounding the Complainant's termination in February 2012.

Response

I have no knowledge of this allegation.

13. Please describe the work performance of Mr. [redacted] who replaced the Complainant in the Logistics position in Long Island

Response

As I recall, [redacted] performed satisfactorily.

14. Are there any witnesses that can attest to any of the Agency positions? These witnesses must be able to provide specific information from direct observation or involvement as to why they believe these actions occurred not because of race, color, religion, national origin, reprisal, age, disability and sex and must be able to provide specific dates or accounts of what they may have witnessed.

Response

I am not aware of any witnesses who can provide the information requested.

15. Provide any additional information you believe is relevant that you have not already provided

Response

I have provided all information I believe is relevant to this matter.

Oath

I, [redacted] have read the above affidavit and being duly informed, and understanding of the penalties for perjury, duly swear under oath that the statements made in this affidavit are true and correct and complete to the best of my knowledge.

0[illegible]00043

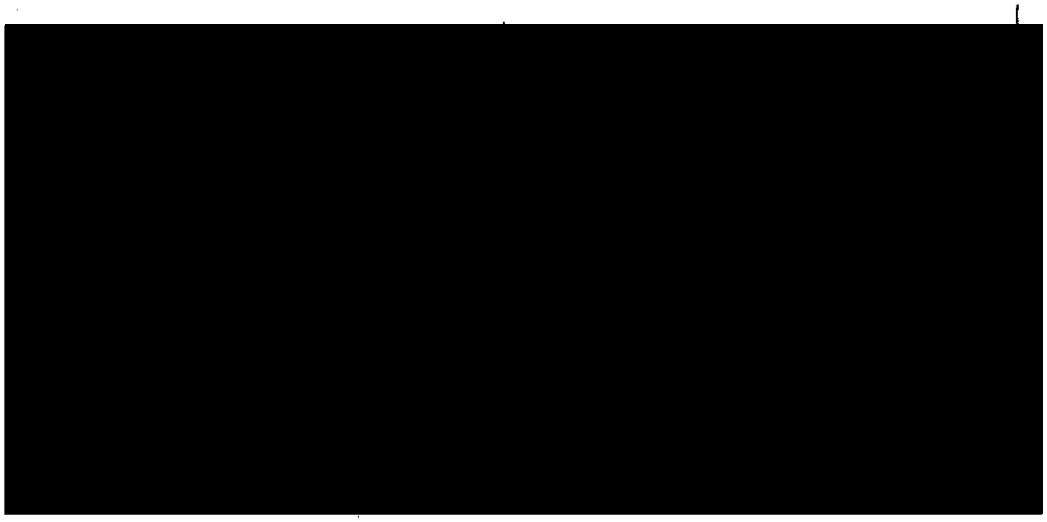


Exhibit #24

EXHIBIT
tabbies

Tollsmart

For 2-axle passenger vehicles only. For additional vehicle sizes visit http://trucks.tollsmart.com.

Summary

Distance: **45.6 mi**
Duration: **01:08**
Toll Cost (Cash): **$14.75**
Toll Cost (Transponder): **$11.70** x 5 = 58.50

87.30 Per Week

http://maps.google.com?
saddr=[redacted]West+Nyack,+NY,+United+States&daddr=1255+Hewlett+Plaza,+H

Details

Tappan Zee Bridge

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (New York E-ZPass®): $4.75 No Pass (one-time entry fee): $5.00 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2L

Yonkers Toll

Cash: $1.25 New York E-ZPass®: $1.19 Vehicle Class 2L

Throgs Neck Bridge

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (New York E-ZPass®): $5.76 No Pass (one-time entry fee): $8.50 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle passenger vehicle

Summary

Distance: **46.3 mi**
Duration: **01:06**
Toll Cost (Cash): **$13.50**
Toll Cost (Transponder): **$10.51**

http://maps.google.com?
saddr=[redacted]West+Nyack,+NY,+United+States&daddr=1255+Hewlett+Plaza,+H

Details

Tappan Zee Bridge

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (New York E-ZPass®): $4.75 No Pass (one-time entry fee): $5.00 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2L

Throgs Neck Bridge

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (New York E-ZPass®): $5.76 No Pass (one-time entry fee): $8.50 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle passenger vehicle

Summary

Distance: **45.1 mi**
Duration: **01:07**
Toll Cost (Cash): **$23.50**
Toll Cost (Transponder): **$18.26**

http://maps.google.com?
saddr=[redacted]West+Nyack,+NY,+United+States&daddr=1255+Hewlett+Plaza,+H

Details

George Washington Bridge $8.25 in 2012

Cash: $15.00 E-ZPass® (from any state): $12.50 Vehicle Class 1

Throgs Neck Bridge

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (New York E-ZPass®): $5.76 No Pass (one-time entry fee): $8.50 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle passenger vehicle

Download on the App Store https://itunes.apple.com/us/app/tolls-calculator-usa/id909952082?mt=8

GET IT ON Google play

https://play.google.com/store/apps/details?id=com.tollsmart.leonidiogansen.tollsmart

OTHER RESOURCES: Cost2Drive.com | Cost of Tolls

The Port Authority of NY & NJ
2012 to 2015 TOLL RATE TABLE

George Washington Bridge, Lincoln Tunnel, Holland Tunnel, Goethals Bridge, Outerbridge Crossing, Bayonne Bridge

PEAK HOURS: Weekdays 6 - 10 a.m., 4 - 8 p.m., Sat. & Sun. 11a.m. - 9 p.m.

OFF-PEAK HOURS: All other times

OVERNIGHT HOURS for Trucks: Sunday-Thursday 10 p.m. - 6 a.m. the following morning

Class	VEHICLE TYPE	Beginning Dec. 2, 2012				Until 2013				Dec. 7, 2014				Dec. 6, 2015			
		E-ZPass Off-Peak	E-ZPass Peak	E-ZPass Trk Overnight	Cash	E-ZPass Off-Peak	E-ZPass Peak	E-ZPass Trk Overnight	Cash	E-ZPass Off-Peak	E-ZPass Peak	E-ZPass Trk Overnight	Cash	E-ZPass Off-Peak	E-ZPass Peak	E-ZPass Trk Overnight	Cash
1	Vehicles with Two Axles and Single Rear Wheels	$8.25	$10.25	N/A	$13.00	$9.00	$11.00	N/A	$13.00	$9.75	$11.75	N/A	$14.00	$10.50	$12.50	N/A	$15.00
2	Vehicles with Two Axles and Dual Rear Wheels**	$22.00	$24.00	$19.00	$30.00	$26.00	$28.00	$23.00	$34.00	$30.00	$32.00	$27.00	$39.00	$34.00	$36.00	$31.00	$42.00
3	Vehicles with Three Axles**	$33.00	$36.00	$28.50	$45.00	$39.00	$42.00	$34.50	$51.00	$45.00	$48.00	$40.50	$57.00	$51.00	$54.00	$46.50	$63.00
4	Vehicles with Four Axles**	$44.00	$48.00	$38.00	$60.00	$52.00	$56.00	$46.00	$68.00	$60.00	$64.00	$54.00	$76.00	$68.00	$72.00	$62.00	$84.00
5	Vehicles with Five Axles**	$55.00	$60.00	$47.50	$75.00	$65.00	$70.00	$57.50	$85.00	$75.00	$80.00	$67.50	$95.00	$85.00	$90.00	$77.50	$105.00
6	Vehicles with Six Axles or more**	$66.00	$72.00	$57.00	$90.00	$78.00	$84.00	$69.00	$102.00	$90.00	$96.00	$81.00	$114.00	$102.00	$108.00	$93.00	$126.00
+	Each add'l Axle	$11.00	$12.00	$9.50	$15.00	$13.00	$14.00	$11.50	$17.00	$15.00	$16.00	$13.50	$19.00	$17.00	$18.00	$15.50	$21.00
7	Class 1 or 11 with Trailer and Recreational Vehicles	$15.50	$17.50	N/A	$26.00	$17.00	$19.00	N/A	$27.00	$18.50	$20.50	N/A	$30.00	$20.00	$22.00	N/A	$33.00
+	Each add'l Axle	$7.25	$7.25		$12.00	$8.00	$8.00		$13.00	$8.75	$8.75		$15.00	$9.50	$9.50		$17.00
8	Buses and Mini Buses with Two Axles (Seating Capacity = 10 or more)**	$10.75	$10.75	N/A	$21.00	$11.50	$11.50	N/A	$22.00	$12.25	$12.25	N/A	$23.00	$13.00	$13.00	N/A	$24.00
9	Buses and Mini Buses with Three Axles (Seating Capacity = 10 or more)**	$10.75	$10.75	N/A	$21.00	$11.50	$11.50	N/A	$22.00	$12.25	$12.25	N/A	$23.00	$13.00	$13.00	N/A	$24.00
11	Motorcycles	$7.25	$9.25	N/A	$12.00	$8.00	$10.00	N/A	$13.00	$8.75	$10.75	N/A	$14.00	$9.50	$11.50	N/A	$15.00
1/11	Carpool Plan Class 1 or 11 vehicles with 3 or more people	$4.25	$4.25	N/A	N/A	$5.00	$5.00	N/A	N/A	$5.75	$5.75	N/A	N/A	$6.50	$6.50	N/A	N/A
7	Carpool Plan Class 7 Vehicles with 3 or more people	$11.50	$11.50	N/A	N/A	$13.00	$13.00	N/A	N/A	$14.50	$14.50	N/A	N/A	$16.00	$16.00	N/A	N/A
+	Each add'l Axle	$7.25	$7.25			$8.00	$8.00			$8.75	$8.75			$9.50	$9.50		
1/11	GREENPass Eligible low-emission Class 1 vehicles	$4.75	$10.25	N/A	N/A	$5.50	$11.00	N/A	N/A	$6.25	$11.75	N/A	N/A	$7.00	$12.50	N/A	N/A
7	GREENPass Eligible low-emission Class 7 vehicles	$12.00	$17.50	N/A	N/A	$13.50	$19.00	N/A	N/A	$15.00	$20.50	N/A	N/A	$16.50	$22.00	N/A	N/A
+	Each add'l Axle	$7.25	$7.25			$8.00	$8.00			$8.75	$8.75			$9.50	$9.50		
1/11	SIB Discount Plan* Class 1 or 11 vehicles	$5.25	$5.25	N/A	N/A	$6.00	$6.50	N/A	N/A	$6.00	$6.00	N/A	N/A	$6.25	$6.25	N/A	N/A
7	SIB Discount Plan* Class 7 Vehicles	$12.50	$12.50			$13.50	$13.50			$14.75	$14.75			$15.75	$15.75		
+	Each add'l Axle	$7.25	$7.25	N/A	N/A	$8.00	$8.00	N/A	N/A	$8.75	$8.75	N/A	N/A	$9.50	$9.50	N/A	N/A

* The Port Authority of New York & New Jersey Staten Island Bridges Plan requires the use of 3 trips in a calendar month at the Goethals Bridge, Outerbridge Crossing or Bayonne Bridge. This reduced rate is available to all E-ZPass customers in Class 1, 7, and 11 vehicles with non-commercial plates, who enroll in the Plan at the NY or NJ E-ZPass Customer Service Centers.

Tolls are collected for a round trip when entering New York.

** Truck Volume Discount: The Truck Volume Discount Program provides E-ZPass commercial accounts in NY and NJ with vehicles in Classes 2 to 8 a 10% toll discount on all non-peak trips of 100 or more in any monthly account statement cycle in the form of an account credit, provided the account is in good standing.

*** Class 8 & Class 9: The Port Authority defines a bus/mini bus as any vehicle with two or more axles designed with a seating capacity of ten or more persons, including the driver. This includes, but is not limited to: buses, mini buses, vans, and limos.

Tollsmart Return Trip

For 2-axle passenger vehicles only. For additional vehicle sizes visit http://trucks.tollsmart.com.

Summary

Distance: **50.9 mi**
Duration: **01:16**
Toll Cost (Cash): **$8.50**
Toll Cost (Transponder): **$5.76** x 5 = $28.80

http://maps.google.com?saddr=1255+Hewlett+Plaza,+Hewlett,+NY,+United+States&daddr=[redacted]+West+

Details

Throgs Neck Bridge

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (New York E-ZPass®): $5.76 No Pass (one-time entry fee): $8.50 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle passenger vehicle

Summary

Distance: **45.3 mi**
Duration: **01:07**
Toll Cost (Cash): **$9.75**
Toll Cost (Transponder): **$6.95**

http://maps.google.com?
saddr=1255+Hewlett+Plaza,+Hewlett,+NY,+United+States&daddr=[redacted]West+

Details

Throgs Neck Bridge

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (New York E-ZPass®): $5.76 No Pass (one-time entry fee): $8.50 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle passenger vehicle

Yonkers Toll

Cash: $1.25 New York E-ZPass®: $1.19 Vehicle Class 2L

Summary

Distance:	**44.7 mi**
Duration:	**01:09**
Toll Cost (Cash):	**$8.50**
Toll Cost (Transponder):	**$5.76**

http://maps.google.com?
saddr=1255+Hewlett+Plaza,+Hewlett,+NY,+United+States&daddr=[redacted]West+

Details

Throgs Neck Bridge

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (New York E-ZPass®): $5.76 No Pass (one-time entry fee): $8.50 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle passenger vehicle

Download on the App Store https://itunes.apple.com/us/app/tolls-calculator-usa/id909952082?mt=8
GET IT ON Google play

https://play.google.com/store/apps/details?id=com.tollsmart.leonidiogansen.tollsmart

OTHER RESOURCES: Cost2Drive.com | Cost of Tolls

Exhibit #25

EXHIBIT

DR-4020 Org Chart Exhibit

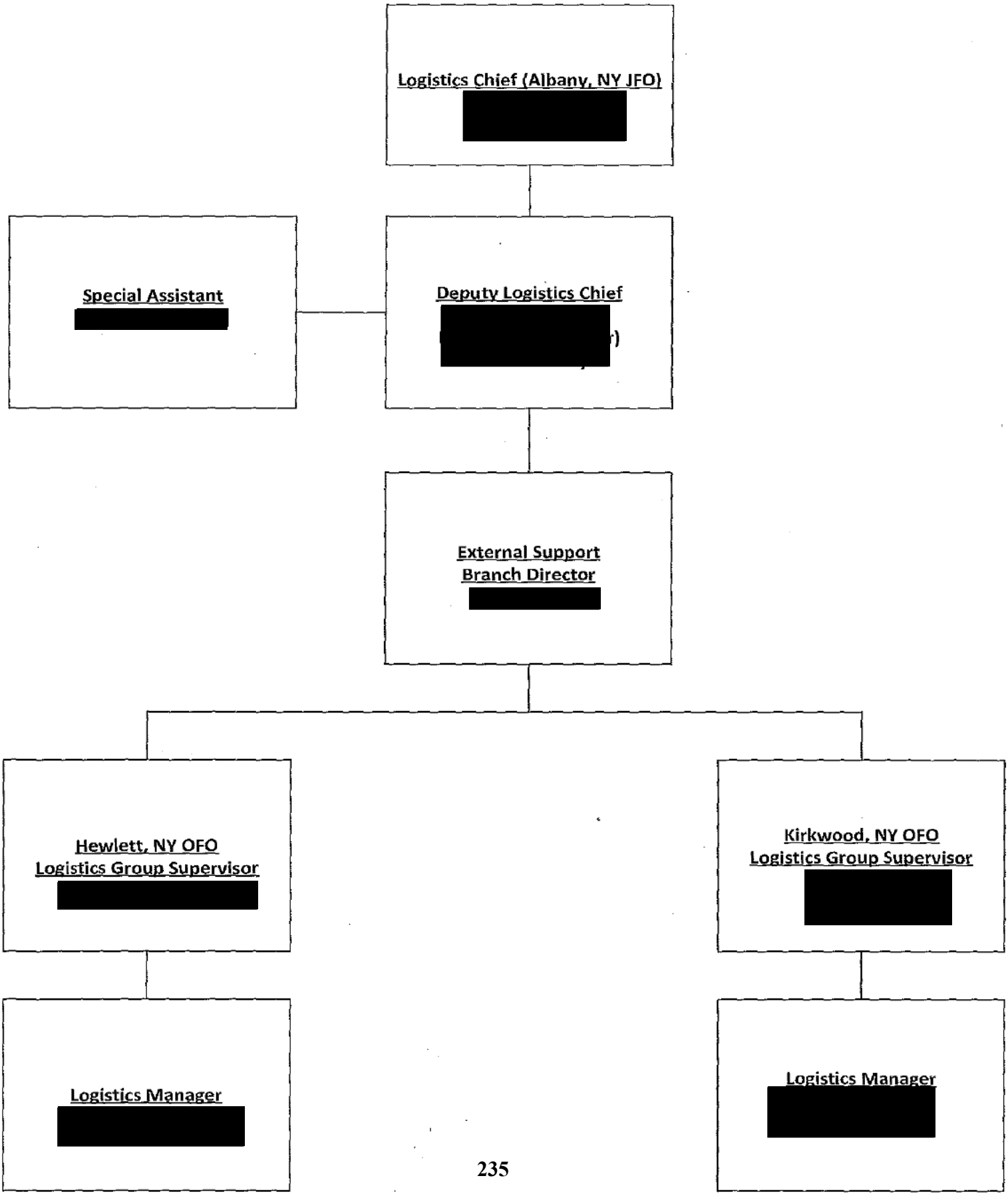
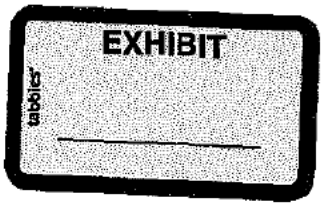


Exhibit #26



IN THE EEO COMPLAINT of [redacted]

UNITED STATES DEPARTMENT OF HOMELAND SECURITY

FEDERAL EMERGENCY MANAGEMENT AGENCY

COMPLAINT NUMBER: HS-FEMA-21715-2012

AFFIDAVIT OF [redacted]

[redacted] 2012. After speaking with Management he was told that he was being released on February 17, 2012. He believes this was in retaliation of his filing an EEO Complaint; and

2) On October 7, 2011, he was notified that he was being reassigned to the OFO in Binghamton, NY, and was replaced by a Caucasian male DAE.

The following incidents will be investigated in support of his claims

Complainant alleges that he was discriminated against because of upon race (African American) when on February 10, 2012 he initially was told he was being released on February 24, 2012 and then after speaking with Management he was told that he was being released on February 17, 2012. On October 7, 2011, he was notified that he was being reassigned to the OFO in Binghamton, NY, and was replaced by a Caucasian male DAE.

I have an obligation to cooperate fully with the investigator, who has been assigned to conduct a thorough and impartial investigation of this complaint of discrimination. My statement is made under oath (or affirmation), without a pledge of confidentiality; in accordance with the rules, regulations, policies, and procedures of the Equal Employment Opportunity Commission and the United States Department of Homeland Security -. FEMA. I further understand that my statement will become part of the official record in this case, and may be reviewed by the Agency, the Complainant, other Management Officials charged, and their representatives, and any person necessary to the adjudication of this claim. I have the right to be represented by a person of my choice during presentation and/or preparation of my statement (so long as my choice does not result in a conflict of interest).

I have the right to review my statement prior to signing it, and may make corrections if it is incomplete or inaccurate. I have a right to receive a copy of the signed statement.

000055

1. Provide your name, title, grade, position, organization and geographical location for which you were assigned?

Response

My name is [redacted] I am the Logistics Chief for FEMA working out of Cobleskill, NY

2. How long have you worked in your current position in the current location and how long for the federal government?

Response

I have worked for FEMA and for the federal government since 1998 and I have been the Logistics Chief since approximately 2004.

3. Identify your first and second line supervisors by name, title and grade. Also how long have you worked for each of these individuals and in what capacity?

Response

My First and Second line supervisor is [redacted] Regional Logistics Chief, FEMA, NYC.

4. Provide a *brief description* of your "*primary job functions*?

Response

As Logisitics Chief, my primary job functions are as follows:

5. Provide a thorough explanation of the circumstances of the complaint wherein the Complainant alleges that he was discriminated against and treated disparately

Response

[redacted] worked for me in October 2011 in Logistics and was the second in charge of outlying offices. I believe he was first stationed out of Albany, then later in Long Island, then later in Binghamton. It is typical in our line of work to be moved around quite a bit. In [redacted] situation, as I recall, there had been a local person, [redacted] who was working out of Binghamton and being paid a per diem for a little while. When it was realized that he actually lived closer to Long Island, he and [redacted] were essentially switched so that [redacted] was moved from Long Island to Binghamton. [redacted] move was solely based on budget and to save money, no other reason.

I believe [redacted] was given a couple of days' notice and again, this is typical.

000056

As to the moving of FEMA equipment, I was aware that a transfer was happening, but I do not know the details. I believe that [redacted] mentioned to me that [redacted] was not where he [redacted] was supposed to be, but there was no mention of a reprimand or any job action contemplated. [redacted] had been performing adequately and I am not familiar with any personal problems between [redacted]. I did not speak with either [redacted] or [redacted] about the move.

I believe that [redacted] was initially given a release date of Friday, February 24. I recall [redacted] called me directly upset about his release and expressed his desire to stay. I explained to him that we were releasing per diem people and out of region people to save money and that as he was an out of region employee he had to be released. He argued with me over the phone. [redacted] then broke the chain of command and called the Chief of Staff, the ERO office and several others in Albany because he didn't like his release date. I recall that I spoke with [redacted] in the ERO office in Albany about the situation and she told me to go ahead and release him immediately. I compromised and said I would move up his release date instead. I then called [redacted] and told him his date and that he could take the rest of the day to get his affairs straightened out. I was told by ERO that I did the right thing. I also called Mr. [redacted] regional supervisor in California who agreed with my decision.

Neither I nor the Agency discriminated against [redacted] He had to be released and he simply didn't want to go. He had no reason to make the contrary phone calls – a release date is a release date. As I recall there were about 25-30 non-Region 2 people who were all released at that time and none of them argued about it. I suspect there were also other African-American people who were released but I do not know that specifically as our Agency is very racially diverse.

Prior to [redacted] release we had multiple staff meetings approximately 30 days after we all arrived that all out-of-region people would be released first when the time came. This was repeated every time I had meetings with my staff and I believe that [redacted] was in attendance while he was in Long Island and it was certainly known to [redacted] supervisors.

6. Please describe the circumstances of the Complainant's re-assignment.

Response

See Response to #5 above. As I recall [redacted] re-assignment was based on budget.

7. Please describe any conversation you had with the Complainant regarding the decision.

Response

[redacted] complained to me directly about his reassignment and was very upset about it and argued with me over the phone. I told him that all non-Region people were being released.

000057

8. Please describe any conversation you had with other managers prior to the move regarding the Complainant.

Response

See Response #5 above. As I recall when I learned that [redacted] had broken the chain of command and complained about his release date I confirmed our decision with an ERO representative in Albany. I also called [redacted] regional supervisor in California who also agreed with our decision and our handling of the situation.

The decision to move [redacted] was based on budget concerns.

9. Please describe the Complainant's work performance prior to the decision to move him, and since he was moved.

Response

See Response #5 above.

[redacted] prior work performance was adequate as I recall and I am not familiar with any personal problems with his supervisors.

10. Please describe the race of Mr. [redacted] Mr. [redacted] and yourself.

Response

It is my understanding that [redacted] is African American, [redacted] is Caucasian and I am Caucasian.

11. Please respond to the allegation that the Complainant was discriminated against based on race.

Response

I do not believe that the Agency discriminated against [redacted] based on race. He was reassigned based solely on budget concerns.

12. Please describe the circumstances surrounding the Complainant's termination in February 2012.

Response

I have no knowledge of this allegation.

000058

13. Please describe the work performance of Mr. Swindells who replaced the Complainant in the Logistics position in Long Island

Response

As I recall, [redacted] performed satisfactorily.

14. Are there any witnesses that can attest to any of the Agency positions? These witnesses must be able to provide specific information from direct observation or involvement as to why they believe these actions occurred not because of race, color, religion, national origin, reprisal, age, disability and sex and must be able to provide specific dates or accounts of what they may have witnessed.

Response

I am not aware of any witnesses who can provide the information requested.

15. Provide any additional information you believe is relevant that you have not already provided

Response

Oath

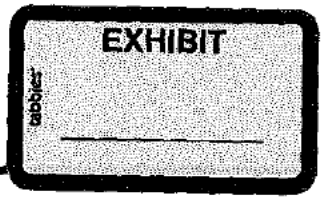
I, [redacted] have read the above affidavit and being duly informed, and understanding of the penalties for perjury, duly swear under oath that the statements made in this affidavit are true and correct and complete to the best of my knowledge.

[redacted]

Investigator **Date**

00005.

Exhibit #27



[redacted]

From: [redacted]
Sent: Friday, March 09, 2012 7:21 AM
To: [redacted]
Subject: lake placid

How Lake Placid sound?

[redacted]

From: [redacted]
Sent: Friday, March 09, 2012 8:42 AM
To: [redacted]
Subject: RE: lake placid

4-6 weeeks!

From: [redacted]
Sent: Friday, March 09, 2012 8:38 AM
To: [redacted]
Subject: RE: lake placid

For how long?

From: [redacted]
Sent: Friday, March 09, 2012 7:21 AM
To: [redacted]
Subject: lake placid

How Lake Placid sound?

Exhibit #28

TRAVEL VOUCHER

(Read the Privacy Act Statement on the back)

1. DEPARTMENT OR ESTABLISHMENT, BUREAU DIVISION OR OFFICE: DAE/R-2/LOG

2. TYPE OF TRAVEL: [X] TEMPORARY DUTY [ ] PERMANENT CHANGE OF STATION

3. VOUCHER NO.: 00045688

4. SCHEDULE NO.: 00045689

5. TRAVELER PAYEE
a. NAME (Last, first, middle): SW [redacted]
b. SOCIAL SECURITY NO.: [redacted]
c. MAILING ADDRESS (Include ZIP Code): [redacted] WEST NYACK, NY 10994
d. OFFICE TELEPHONE NO.: [redacted]

6. PERIOD OF TRAVEL: a. FROM 11-7-11 b. TO 11-20-11

7. TRAVEL AUTHORIZATION: a. NUMBER(S) EMN-2012-TO-4020 b. DATE(S)

e. PRESENT DUTY STATION: HEWLETT, NY

f. RESIDENCE (City and State): WEST NYACK, NY

10. CHECK NO.

8. TRAVEL ADVANCE
a. Outstanding
b. Amount to be applied
c. Amount due Government (Attached) [ ] Check [ ] Cash
d. Balance outstanding

9. a. CASH PAYMENT RECEIPT
a. DATE RECEIVED
b. AMOUNT RECEIVED $
c. PAYEE'S SIGNATURE

11. PAID BY

12. GOVERNMENT TRANSPORTATION REQUESTS, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH (List by number below and attach passenger coupon, if cash is used show claim on reverse side.)

I hereby assign to the United States any right I may have against any parties in connection with reimbursable/evelor's initials transportation charges described below, purchased under cash payment procedures (FPMR 101-7)

AGENT'S VALUATION OF TICKET (a)	ISSUING CARRIER (Initials) (b)	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL FROM (e)	TO (f)

TRAVELER REMAINS IN TRAVEL STATUS

PREPARED BY: [redacted] 516-464-3774 11-22-11

POSTED 12/1/30

2011 NOV 29 A 10:58 TEMA FINANCE CENTER

13. I certify that this voucher is true and correct to the best of my knowledge and belief and that payment or credit has not been received for reimbursable applicable per diem claimed is based on the average cost of lodging incurred during the period covered by the

TRAVEL SIGN HE [redacted] DATE 11/22/11

AMOUNT CLAIMED $ 3093 77

NOTE: [redacted] forfeiture of claim (28 U.S.C. 2514) and may result in a fine of [redacted]

14. This voucher is approved. Long distance telephone calls, if any, are certified as necessary in the interest of the Government. (NOTE: If long distance telephone calls are included, the approving official must have been authorized in writing by the head of the department or agency to so certify (31 U.S.C. 680a).

APPROVING OFFICIAL SIGN HERE [redacted] DATE 11/23/11

17. FOR FINANCE OFFICE USE ONLY COMPUTATION

a. DIFFERENCES IF ANY (Explain and show amount)

b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION (Cardholder's initials) KCU 11/30/11 $ 3093 77

c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol): $

d. NET TO TRAVELER $ 3093 77

15. LAST PRECEDING VOUCHER PAID UNDER SAME TRAVEL AUTHORIZATION

a. VOUCHER NO. | b. D.O. SYMBOL | c. MONTH & YEAR

16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT

AUTHORIZED CERTIFYING OFFICIAL SIGN HERE [redacted] DATE 11/30/11

18. ACCOUNTING CLASSIFICATION

2012-06-4020DR-9024-2100D

1012-114

STANDARD FORM 1012 (REV. 10-77)
Prescribed by GSA FPMR (41 CFR) 101-7

11/22

EXHIBIT

11/22/2011 16:18 FAX

SPLIT PAY ACCOUNTING DETAIL PAGE - FOR FINANCE CENTER USE

THERE ARE NO END USER EDITABLE FIELDS ON THIS PAGE, PRINT THIS PAGE AND ATTACH TO EACH VOUCHER

ACCOUNTING CLASS CODE		PAY TO GOVT CC	PAY TO INDIVIDUAL
ATM FEES	$0.00		$0.00
COMMON CARRIER	$0.00	$0.00	
LODGING	$1,967.70	$1,967.70	
M&IE	$924.00		$924.00
MILEAGE	$0.00		$0.00
MISCELLANEOUS EXPENSE	$0.00		$0.00
OTHER	$44.25		$44.25
PHONE CALLS	$30.00		$30.00
REGISTRATION FEES	$0.00		$0.00
RENTAL CAR	$0.00	$0.00	
TAX	$0.00	$0.00	
TRANSPORTATION	$127.82		$127.82
TOTAL	$3,093.77	$1,967.70	$1,126.07

TRAVELER'S NAME [redacted]

DATE TRAVEL BEGAN 11/7/11

006/006

SPINDELLS P11-20.xlsx

TRAVEL VOUCHER IN[redacted]

TRAVELER INFORMAT[redacted]

FULL NAME [redacted]

ADDRESS [redacted]

W[redacted]LY. 10994

HOW DO WE CONTAC[redacted]

CURRENT PHONE [redacted]

FAX NUMBER

HOME PHONE [redacted]

OR OTHER PERMANENT PHONE NUMBER

TRAVEL AUTHORIZATION NUMBER OR DISASTER NUMBER: DR-4020-NY

THIS VOUCHER BEGINS: IN TRAVEL STATUS → CLICK HERE TO CHANGE

THIS VOUCHER ENDS: IN TRAVEL STATUS → CLICK HERE TO CHANGE

LOCATION/REGION/OFFICE
ORGANIZATION/PROGRAM
SUPERVISOR [redacted]

VERSION 8a / REVISION DATE JANUARY 10, 2011

AIR TRAVEL/COMMON CARRIER INFORMATION

ENTER DATE OF TRAVEL, CITY OF ORIGIN AND DESTINATION CITY FOR EACH FLIGHT

NOTE AREA - TYPE INFORMATION FOR THE VOUCHER PREPARER OR FFC IN THIS BOX

ATTACH A SEPARATE SHEET IF NECESSARY

DAILY LOG OF EXPENSES

ENTER START DATE IN CELL A20 AS MM/DD/YY

DATE	POV MILEAGE	POV MILEAGE $	LODGING	LODGING TAX	TDY DUTY STATION COUNTY OR CITY		M&IE ALLOWANCE	ATM AMOUNT WITHDRAWN	IPMC ATM FEE	DISPENSING ATM ACCESS FEE	MISC EXPENSE	DESCRIBE MISC EXPENSE	FUEL FOR RENTAL VEHICLE	RENTAL VEHICLE	AIRLINE TRAIN OR BUS TICKETS	NATIONAL TRAVEL FEE	PHONE	LAUNDRY
11/7/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/8/11		0.00	140.55		Hewlett	NY	66.00		0.00		14.25	Tolls	39.10					
11/9/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/10/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/11/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/12/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/13/11		0.00	140.55		Hewlett	NY	66.00		0.00				36.92				15.00	15.00
11/14/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/15/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/16/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/17/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/18/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/19/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/20/11		0.00	140.55		Hewlett	NY	66.00		0.00				51.80				15.00	15.00
11/21/11		0.00							0.00									
11/22/11		0.00							0.00									
11/23/11		0.00							0.00									
11/24/11		0.00							0.00									
11/25/11		0.00							0.00									
11/26/11		0.00							0.00									
11/27/11		0.00							0.00									
TOTAL		0.00	1,967.70	0.00			924.00		0.00	0.00	14.25		127.82	0.00	0.00	0.00	30.00	30.00

Amount to be paid to JPMorgan Chase $1,967.70

Amount to be paid to you: $1,126.07

Grand Total for Voucher $3,093.77

U.S. Department of Homeland Security
FEMA Region II
FEMA-4031-DR-NY
10 Jupiter Lane
Albany, NY 12205

FEMA

October 25, 2011

MEMORANDUM FOR: Lynn G. Canton
Regional Administrator
FEMA Region II

FROM: for Philip E. Parr
Federal Coordinating Officer
Disaster Recovery Manager
New York Complex Incident
(EM3328/EM3341/DR1993/DR4020/DR4031)

SUBJECT: Request for 150% Lodging Waiver
New York Complex Event

I request a limited scope Lodging Rate Waiver of up to one hundred fifty percent (150%) of the GSA per diem rate for lodging in the certain declared Counties of New York State supporting the New York Complex Event (EM-3328, EM -3341, DR- 1993, DR- 4020, DR- 4031) and any additional declarations affecting the State of New York during the effective period of the Lodging Rate Waiver. The waiver applies to all declared counties except Albany County. This waiver is in effect for the period November 1, 2011 through November 30, 2011.

This waiver extends a 150% Lodging Rate Wavier that expires October 31, 2011. The complex operating area, damage to infrastructure and large numbers of FEMA and other recovery personnel lodging in the damaged area requires an extension of the previous waiver. My staff has confirmed with National Travel the continuing difficulty in locating lodging persisting broadly over the declared counties. Sufficient lodging at the Government Rate is available in Albany County, the location of the JFO, and Albany County is specifically excluded from this waiver.

All travelers are advised of the prudent traveler rule and every effort should be made to find lodging at the established GSA lodging rate.

Concur:

Lynn G. Canton
Regional Administrator

Date: 25OCT2011

Non Concur:

Lynn G. Canton
Regional Administrator

Date: _____

www.fema.gov

Rockville Centre Inn

[redacted]

United States

Room No. : 257
Arrival : 10/24/2011 8:12 AM
Departure : 12/3/2011 12:00 AM

INFORMATION INVOICE

Page No. : 1 of 2
Folio No. :
Conf. No. : 40221
Cashier No. : 1
User ID : FBRI

A/R Number :
Group Code :
Company Name :

Date	Description	Charges	Credits
10-24-11	Astar Air Cargo	140.55	
10-25-11	Astar Air Cargo	140.55	
10-26-11	Astar Air Cargo	140.55	
10-27-11	Astar Air Cargo	140.55	
10-28-11	Astar Air Cargo	140.55	
10-29-11	Astar Air Cargo	140.55	
10-30-11	Astar Air Cargo	140.55	
10-31-11	Astar Air Cargo	140.55	
11-01-11	Astar Air Cargo	140.55	
11-02-11	Astar Air Cargo	140.55	
11-03-11	Astar Air Cargo	140.55	
11-04-11	Astar Air Cargo	140.55	
11-05-11	Astar Air Cargo	140.55	
11-06-11	Astar Air Cargo	140.55	
11-07-11	Visa		1,967.70
	XXXXXXXXXXXX2671 XX/XX		
11-07-11	Astar Air Cargo	140.55	
11-08-11	Astar Air Cargo	140.55	
11-09-11	Astar Air Cargo	140.55	
11-10-11	Astar Air Cargo	140.55	
11-11-11	Astar Air Cargo	140.55	
11-12-11	Astar Air Cargo	140.55	
	Total	3,935.40	3,935.40
		Balance	0.00

Regardless of charge instructions, I acknowledge the above as personal indebtedness.

Signature_____

415 Ocean Avenue
Rockville Centre, NY 11570
Phone (516) 593-1600 Fax (516) 561-4059
www.rockvillecentreinn.com

DEC 3

Rockville Centre Inn

[redacted]
United States

Room No. : 257
Arrival : 10/24/2011 8:12 AM
Departure : 12/3/2011 12:00 AM

INFORMATION INVOICE

Page No. : 2 of 2
Folio No. :
Conf. No. : 40221
Cashier No. : 1
User ID : FBRI

A/R Number :
Group Code :
Company Name :

Date	Description	Charges	Credits
11-13-11	Astar Air Cargo	140.55	
11-14-11	Astar Air Cargo	140.55	
11-15-11	Astar Air Cargo	140.55	
11-16-11	Astar Air Cargo	140.55	
11-17-11	Astar Air Cargo	140.55	
11-18-11	Astar Air Cargo	140.55	
11-19-11	Astar Air Cargo	140.55	
11-20-11	Astar Air Cargo	140.55	
11-21-11	Visa XXXXXXXXXXXX2671 XX/XX		1,967.70
	Total	3,935.40	3,935.40
		Balance	0.00

Regardless of charge instructions, I acknowledge the above as personal indebtedness.

Signature_____

415 Ocean Avenue
Rockville Centre, NY 11570
Phone (516) 593-1600 Fax (516) 561-4059
www.rockvillecentreinn.com

FEDERAL EMERGENCY MANAGEMENT AGENCY

OFFICIAL TRAVEL AUTHORIZATION

(See Privacy Act Statement below)

1. ADDRESS TO WHICH TRAVEL EXPENSE CHECK IS TO BE MAILED (Same as to be shown on travel voucher)	2. PLACE PREPARED (City and State)	3. DATE PREPARED
Various	ALBANY,NY	21-Nov-11

TRAVELER		
	4. NAME (As shown on payroll): Various	5. SOCIAL SECURITY NO.: See List
	6. TITLE: PFT, DAE, CORE, MERS, ERT-A, IMAT	
	7. OFFICE AND DIVISION: FEMA/REGION II	
	8. OFFICIAL STATION LOCATION: Various	

9. TRAVEL PURPOSE CODE (*See CODES tab*): 01

9a. SPECIFIC PURPOSE OF TRAVEL OR REASON FOR AMENDMENT
HURRICAN IRENE
IA & PA.

10. APPROXIMATE TRAVEL DATE (MM/DD/YY)		11. TYPE OF AUTHORIZATION	CHECK HERE, IF AMENDMENT
a. Beginning: 11/19/2011	b. Ending: 12/16/2011	[X] a. Temporary (T) [ ] b. Blanket (B) [X] c. Group (G) [ ] d. Invitational (I) [ ] e. PCS-Relocation (R) (Attachment required)	[X]

12. ITINERARY

a. DATE	b. TRAVEL FROM	c. TRAVEL TO	d. ADDRESS AT DESTINATION	e. RETURN TRIP
11/19/2011-12/16/11	Residence/Duty Station VARIOUS	ALL COUNTIES IN THE STATE OF NEW YORK.	VARIOUS	[X] Yes [ ] No

13. MODE OF TRANSPORTATION (Exclude local transportation)

a. NORMAL: [X] Air [X] Rail [X] Bus [ ] Ship [X] Government-owned vehicle

b. SPECIAL: [ ] First Class Air [ ] Extra Fare Rail [X] Commercial Rental Vehicle [X] Privately-owned Vehicle [X] Other (Specify)

14. ALLOWANCES

a. MILEAGE RATE	b. PER DIEM	c. OTHER (Explain in Item 15)
.51 (*Cents per mile*)	GSA Rate (*Per day*)	Taxi

15. JUSTIFICATION FOR SPECIAL MODES OF TRAVEL AND ALLOWANCES
Taxi,Limo, where no Public transportation is available and between Residence and Airport.
Carrying heavy luggage, Car Rental with prior Approval of Supervisor.
GSA 2012 Per Diem, Baggage.
POV, Parking Fees, ATM Fees, Telephone, Laundry.

16. ACCOUNTING CLASSIFICATION(S)				17. ESTIMATED EXPENSES (By Object Class)			18.	19.
				TRANSPORTATION (*See TRANSPORTATION tab*)		PERDIEM & OTHER	TOTAL ESTIMATE COST	AMOUNT OF ADVANCE REQUESTED
FISCAL YEAR *a.*	FUND CODE *b.*	PROGRAM CODE *c.*	ORGANIZATION CODE *d.*	GOVERNMENT (OBJ-2110) *a.*	PERSONAL (OBJ-2110) *b.*	(OBJ-2120) *c.*		
2012	6	4020	9024	OBJ-2100				$500,000.00
		DR						Amd #7

20. REMARKS
lodging in adjoining counties in adjoining states if necessary due to limited lodging availability.

21. APPROVED	CERTIFICATION: *I certify that the travel herein was reviewed and determined to be essential for the accomplishment of agency programs and missions.* a. SIGNATURE AND TITLE OF APPROVING OFFICIAL [redacted]	b. DATE APPROVED: 11-21-11	22. FUNDS OBLIGATED a. INITIALS: [redacted] b. DATE: 11/23/11
23. AUTHORIZED	a. SIGNATURE AND TITLE OF AUTHORIZING OFFICIAL [redacted]	b. DATE AUTHORIZED: 11/21/11	24. AUTHORIZATION NO.: EMN-2012-TG-4020

DISTRIBUTION: ORIGINAL- TRAVELER COPY 1&2- FINANCE COPY 3-TRAVELER (SUBMIT WITH TRAVEL VOUCHER)
COPY 4- AUTHORIZING OFFICIAL COPY 5- ORIGINATING OFFICE

FEMA Form 60-2, JUL 88 [M/S Excel]

TRAVEL VOUCHER

(Read the Privacy Act Statement on the back)

1. DEPARTMENT OR ESTABLISHMENT, BUREAU DIVISION OR OFFICE: DAE/R-2/LOG

2. TYPE OF TRAVEL: [X] TEMPORARY DUTY [ ] PERMANENT CHANGE OF STATION

3. VOUCHER NO.: 0005113

4. SCHEDULE NO.: 0005114

5. TRAVELER (PAYEE)
a. NAME (Last, first, middle initial): [redacted]
b. SOCIAL SECURITY NO.: [redacted]
c. MAILING ADDRESS (Include ZIP Code): [redacted] WEST NYACK, NY 10994
d. OFFICE TELEPHONE NO.: [redacted]
e. PRESENT DUTY STATION: Nassau Co. NY HEWLETT, NY
f. RESIDENCE (City and State): WEST NYACK, NY

6. PERIOD OF TRAVEL: a. FROM 11/21/11 b. TO 12/4/11

7. TRAVEL AUTHORIZATION: a. NUMBER(S) EMN-2012-TG-4020 b. DATE(S)

8. TRAVEL ADVANCE
a. Outstanding
b. Amount to be applied
c. Amount due Government (Attached) [ ] Check [ ] Cash
d. Balance outstanding

9. CASH PAYMENT RECEIPT
a. DATE RECEIVED
b. AMOUNT RECEIVED $
c. PAYEE'S SIGNATURE

10. CHECK NO.

11. PAID BY

12. GOVERNMENT TRANSPORTATION REQUESTS, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH (List by number below and attach passenger coupon, if cash is used show claim on reverse side.)

I hereby assign to the United States any right I may have against any parties in connection with reimbursable transportation charges described below, purchased under cash payment procedures (FPMR 101-7) — Traveler's Initials

AGENT'S VALUATION OF TICKET (a)	ISSUING CARRIER (Initials) (b)	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL FROM (e)	TO

2011 DEC -7 A 11:06 FEMA FINANCE CENTER

DEC 08 2011 POSTED

COMMENTS: PREPARED FROM WORKSHEET, TRAVELER REMAINS IN TRAVEL STATUS

PREPARED BY: BRIGIDA GOMEZ 518-464-8010 12/5/11

13. I certify that this voucher is true and correct to the best of my knowledge and belief and that payment or credit has not been received by me. When applicable, per diem claimed is based on the average cost of lodging incurred during the period covered by this
TRAVELER SIGN HERE: [redacted] DATE 12/5/11 AMOUNT CLAIMED $ 4244.22

NOTE: [redacted] (28 U.S.C. 2514) and may result in a fine of not more than $10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287, i.d. 1001).

14. This voucher is approved. Long distance telephone calls, if any, are certified as necessary in the interest of the Government. (NOTE: If long distance telephone calls are included, the approving official must have been authorized in writing by the head of the department or agency to so certify (31 U.S.C. 680a).
APPROVING OFFICIAL SIGN HERE: [redacted] DATE 12/6/11

17. FOR FINANCE OFFICE USE ONLY
COMPUTATION
a. DIFFERENCES IF ANY (Explain and show amount) $
b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION (Certifier's Initials) $ 4244.22
c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol): $
d. NET TO TRAVELER $ 4244.22

15. LAST PRECEDING VOUCHER PAID UNDER SAME TRAVEL AUTHORIZATION

a. VOUCHER NO.	b. D.O. SYMBOL	c. MONTH & YEAR

16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT
AUTHORIZED CERTIFYING OFFICER SIGN HERE: [redacted] DATE 12/8/11

18. ACCOUNTING CLASSIFICATION
2012-06-4020DR-9024-2100D

1012-114

STANDARD FORM 1012 (REV. 10-77)
Prescribed by GSA FPMR (41 CFR) 101-7

12/5

006/008

SPLIT PAY ACCOUNTING DETAIL PAGE - FOR FINANCE CENTER USE

THERE ARE NO END USER EDITABLE FIELDS ON THIS PAGE, PRINT THIS PAGE AND ATTACH TO EACH VOUCHER

ACCOUNTING CLASS CODE		PAY TO GOVT CC	PAY TO INDIVIDUAL
ATM FEES	$0.00		$0.00
COMMON CARRIER	$0.00	$0.00	
LODGING	$1,967.70	$1,967.70	
M&IE	$924.00		$924.00
MILEAGE	$0.00		$0.00
MISCELLANEOUS EXPENSE	$0.00		$0.00
OTHER	$30.00		$30.00
PHONE CALLS	$30.00		$30.00
REGISTRATION FEES	$0.00		$0.00
RENTAL CAR	$1,109.99	$1,109.99	
TAX	$0.00	$0.00	
TRANSPORTATION	$182.53		$182.53
TOTAL	$4,244.22	$3,077.69	$1,166.53

TRAVELER'S NAME [redacted]

DATE TRAVEL BEGAN 11/21/11

12/05/2011 15:50 FAX

TRAVEL VOUCHER INFORMATION

VERSION 6a / REVISION DATE JANUARY 10, 2011

TRAVELER INFORMATION

FULL NAME [redacted]

ADDRESS [redacted]

West Nyack, N.Y. 10994

HOW DO WE CONTACT YOU?

CURRENT PHONE [redacted]

FAX NUMBER

HOME PHONE [redacted]

OR OTHER PERMANENT PHONE NUMBER

TRAVEL AUTHORIZATION NUMBER OR DISASTER NUMBER: DR-4020-NY

THIS VOUCHER BEGINS: IN TRAVEL STATUS

CLICK HERE TO CHANGE

THIS VOUCHER ENDS: IN TRAVEL STATUS

CLICK HERE TO CHANGE

LOCATION/REGION/OFFICE

ORGANIZATION/PROGRAM

SUPERVISOR [redacted]

AIR TRAVEL/COMMON CARRIER INFORMATION

ENTER DATE OF TRAVEL, CITY OF ORIGIN AND DESTINATION CITY FOR EACH FLIGHT

NOTE AREA - TYPE INFORMATION FOR THE VOUCHER PREPARER OR FFC IN THIS BOX

ATTACH A SEPARATE SHEET IF NECESSARY

DAILY LOG OF EXPENSES

ENTER START DATE IN CELL A20 AS MM/DD/YY

DATE	POV MILEAGE	POV MILEAGE RATE	LODGING	LODGING TAX	TDY DUTY STATION (COUNTY OR CITY)		MIE ALLOWANCE	ATM AMOUNT WITHDRAWN	JPMC ATM FEE	DISPENSING ATM ACCESS FEE	MISC EXPENSE	DESCRIBE MISC EXPENSE	FUEL FOR RENTAL VEHICLE	RENTAL VEHICLE	AIRLINE TRAIN OR BUS TICKETS	NATIONAL TRAVEL FEE	PHONE	LAUNDRY
		0.51																
11/21/11		0.00	140.55		Hewlett	NY	66.00		0.00				33.53					
11/22/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/23/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/24/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/25/11		0.00	140.55		Hewlett	NY	66.00		0.00					1,169.99				
11/26/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/27/11		0.00	140.55		Hewlett	NY	66.00		0.00				46.79				15.00	15.00
11/28/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/29/11		0.00	140.55		Hewlett	NY	66.00		0.00									
11/30/11		0.00	140.55		Hewlett	NY	66.00		0.00									
12/1/11		0.00	140.55		Hewlett	NY	66.00		0.00				40.82					
12/2/11		0.00	140.55		Hewlett	NY	66.00		0.00									
12/3/11		0.00	140.55		Hewlett	NY	66.00		0.00									
12/4/11		0.00	140.55		Hewlett	NY	66.00		0.00				61.39				15.00	15.00
12/5/11		0.00							0.00									
12/6/11		0.00							0.00									
12/7/11		0.00							0.00									
12/8/11		0.00							0.00									
12/9/11		0.00							0.00									
12/10/11		0.00							0.00									
12/11/11		0.00							0.00									
TOTAL		0.00	1,967.70	0.00			$924.00		0.00	0.00	0.00		182.53	1,169.99	0.00	0.00	30.00	30.00

Amount to be paid to JPMorgan Chase $3,077.69

Amount to be paid to you: $1,166.53

Grand Total for Voucher $4,244.22

005/008

12/05/2011 15:50 FAX

Rockville Centre Inn

[redacted]

United States

Room No. : 257
Arrival : 10/24/2011 8:12 AM
Departure : 12/10/2011 12:00 AM

INFORMATION INVOICE

Page No. : 2 of 3
Folio No. :
Conf. No. : 40221
Cashier No. : 1
User ID : FBR1

A/R Number :
Group Code :
Company Name :

Date	Description	Charges	Credits
11-13-11	Astar Air Cargo	140.55	
11-14-11	Astar Air Cargo	140.55	
11-15-11	Astar Air Cargo	140.55	
11-16-11	Astar Air Cargo	140.55	
11-17-11	Astar Air Cargo	140.55	
11-18-11	Astar Air Cargo	140.55	
11-19-11	Astar Air Cargo	140.55	
11-20-11	Astar Air Cargo	140.55	
11-21-11	Visa		1,967.70
	XXXXXXXXXXXX2671 XX/XX		
11-21-11	Astar Air Cargo	140.55	
11-22-11	Astar Air Cargo	140.55	
11-23-11	Astar Air Cargo	140.55	
11-24-11	Astar Air Cargo	140.55	
11-25-11	Astar Air Cargo	140.55	
11-26-11	Astar Air Cargo	140.55	
11-27-11	Astar Air Cargo	140.55	
11-28-11	Astar Air Cargo	140.55	
11-29-11	Astar Air Cargo	140.55	
11-30-11	Astar Air Cargo	140.55	
12-01-11	Astar Air Cargo	140.55	
12-02-11	Astar Air Cargo	140.55	
	Total	5,903.10	5,903.10
		Balance	0.00

Regardless of charge instructions, I acknowledge the above as personal indebtedness.

Signature_____

415 Ocean Avenue
Rockville Centre, NY 11570
Phone (516) 593-1600 Fax (516) 561-4059
www.rockvillecentreinn.com

Rockville Centre Inn

[redacted]

United States

Room No. : 257
Arrival : 10/24/2011 8:12 AM
Departure : 12/10/2011 12:00 AM

INFORMATION INVOICE

Page No. : 3 of 3
Folio No. :
Conf. No. : 40221
Cashier No. : 1
User ID : FBR1

A/R Number :
Group Code :
Company Name :

Date	Description	Charges	Credits
12-03-11	Astar Air Cargo	140.55	
12-04-11	Astar Air Cargo	140.55	
12-05-11	Visa XXXXXXXXXXXX2671 XX/XX		1,967.70
	Total	5,903.10	5,903.10
		Balance	0.00

Regardless of charge instructions, I acknowledge the above as personal indebtedness.

Signature_____

415 Ocean Avenue
Rockville Centre, NY 11570
Phone (516) 593-1600 Fax (516) 561-4059
www.rockvillecentreinn.com

FEMA

RENTAL CAR JUSTIFICATION FORM

Name of Traveler: [redacted]

Dates of Travel:

Destination: Hewlett OFO

PLEASE SELECT ALL THAT APPLY

- ☐ Employee is authorized to use a larger than compact rental car for official business
- ☐ Upgrade for medical reasons (please attach doctor's note)
- ☐ Compact car unavailable (no additional cost to FEMA)
- ☐ Travel rewards used (no additional cost to FEMA)
- ☐ Waiver issued by CFO (please attach CFO waiver)
- ☐ Navigation system authorized by FCO/RD/CFO
- ☒ Other (please explain)

Have compact CZR "A" class

[redacted]

Date: 12/5/11

Date: 12/6/11

(voucher)

ELRAC, LLC, 211 MAIN ST, NYACK, NY 109603017 (845) 353-3222

RENTAL AGREEMENT REF#
515362 1M0YB0

RENTER
[redacted]

DATE & TIME OUT
10/25/2011 11:11 AM
DATE & TIME IN
11/23/2011 01:36 PM

BILLING CYCLE
24-HOUR

VEH #2 2012 FORD FUSI SE4
VIN# 3FAHP0HA3CR145376
LIC# S50AYT
MILES DRIVEN 184

VEH #1 2010 KIA SOUL +
VIN# KNDJT2A27A7704177
LIC# FAF4968
MILES DRIVEN 109

SUMMARY OF CHARGES

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	10/25 - 11/23	1	MONTH	$959.99	$959.99
GARS FEE	10/25 - 11/23	30	DAY	$5.00	$150.00
REFUELING CHARGE	10/25 - 11/23				$0.00
				Subtotal:	$1,109.99
				Total Charges:	$1,109.99

Total Amount Due **$0.00**

PAYMENT INFORMATION

AMOUNT PAID	TYPE	CREDIT CARD NUMBER
$1,109.99	Visa	xxxxxxxxxxxx2671 PENDING

FEDERAL EMERGENCY MANAGEMENT AGENCY

OFFICIAL TRAVEL AUTHORIZATION

(See Privacy Act Statement below)

1. ADDRESS TO WHICH TRAVEL EXPENSE CHECK IS TO BE MAILED (Same as to be shown on travel voucher)	2. PLACE PREPARED (City and State)	3. DATE PREPARED
Various	ALBANY,NY	21-Nov-11

TRAVELER

4. NAME (As shown on payroll)	5. SOCIAL SECURITY NO.
Various	See List
6. TITLE: PFT, DAE, CORE, MERS, ERT-A, IMAT	
7. OFFICE AND DIVISION: FEMA/REGION II	
8. OFFICIAL STATION LOCATION: Various	

9. TRAVEL PURPOSE CODE (See CODES tab)	10. APPROXIMATE TRAVEL DATE (MM/DD/YY) a. Beginning	b. Ending	11. TYPE OF AUTHORIZATION	CHECK HERE, IF AMENDMENT
01	11/19/2011	12/16/2011	[X] a. Temporary (T) [ ] b. Blanket (B) [X] c. Group (G) [ ] d. Invitational (I) [ ] e. PCS-Relocation (R) (Attachment required)	[X]

9a. SPECIFIC PURPOSE OF TRAVEL OR REASON FOR AMENDMENT

HURRICAN IRENE
IA & PA.

12. ITINERARY

a. la. DATE	b. TRAVEL FROM	c. TRAVEL TO	d. ADDRESS AT DESTINATION	e. RETURN TRIP
11/19/2011-12/16/11	Residence/Duty Station VARIOUS	ALL COUNTIES IN THE STATE OF NEW YORK.	VARIOUS	[X] Yes [ ] No

13. MODE OF TRANSPORTATION (Exclude local transportation)

a. NORMAL: [X] Air [X] Rail [X] Bus [ ] Ship [X] Government-owned vehicle

b. SPECIAL: [ ] First Class Air [ ] Extra Fare Rail [X] Commercial Rental Vehicle [X] Privately-owned Vehicle [X] Other (Specify)

14. ALLOWANCES

a. MILEAGE RATE	b. PER DIEM	c. OTHER (Explain in item 15)
.51 (Cents per mile)	GSA Rate (Per day)	Taxi

15. JUSTIFICATION FOR SPECIAL MODES OF TRAVEL AND ALLOWANCES

Taxi,Limo, where no Public transportation is available and between Residence and Airport.
Carrying heavy luggage, Car Rental with prior Approval of Supervisor.
GSA 2012 Per Diem, Baggage.
POV, Parking Fees, ATM Fees, Telephone, Laundry.

16. ACCOUNTING CLASSIFICATION(S) FISCAL YEAR a.	FUND CODE b.	PRO-GRAM CODE c.	ORGANI-ZATION CODE d.	17. ESTIMATED EXPENSES (By Object Class) TRANSPORTATION (See TRANSPORTATION tab) GOVERNMENT (OBJ-2110) e.	PERSONAL (OBJ-2110) b.	PERDIEM & OTHER (OBJ-2120) c.	18. TOTAL ESTIMATE COST	19. AMOUNT OF ADVANCE REQUESTED
2012	6	4020	9024	OBJ-2100				$500,000.00
		DR						Amd #7

20. REMARKS

lodging in adjoining counties in adjoining states if necessary due to limited lodging availability.

21.	CERTIFICATION: I certify that the travel herein was reviewed and determined to be essential for the accomplishment of agency programs and missions.	b. DATE APPROVED	22. FUNDS OBLIGATED
APPROVED	[redacted] William Fannick, Comptroller	11-21-11	a. INITIALS [redacted] b. DATE 11/23/11
23. AUTHOR-IZED	a. SIGNATURE AND TITLE OF AUTHORIZING OFFICIAL [redacted]	b. DATE AU-THORIZED 11/21/11	24. AUTHORIZATION NO. EMN-2012-TG-4020

DISTRIBUTION: ORIGINAL- TRAVELER COPY 1&2- FINANCE COPY 3-TRAVELER (SUBMIT WITH TRAVEL VOUCHER)
COPY 4- AUTHORIZING OFFICIAL COPY 5- ORIGINATING OFFICE

FEMA Form 60-2, JUL 88 [M/S Excel]

Exhibit #29

EXHIBIT

Stup[redacted]

From: [redacted]
Sent: Thursday, March 08, 2012 10:30 AM
To: [redacted]
Subject: [redacted]

Just a few more

[redacted]

[redacted]

Very good. Thanks.

From: [redacted]
Sent: Friday, March 02, 2012 11:39 AM
To: [redacted]
Subject: RE: [redacted]

Just keeping you updated:

I spoke with [redacted] and he stated the following:

Massive construction once you cross the TZ Bridge and the drive would take up to 2 ½ hours.
(This bridge takes you from Rockland County to Westchester County)
He also stated that if he is not in travel status he will demob because he's not driving for 2 ½ hours.

He plans to do 2 things for travel.

1. Provide the e-mail chain for the authorization
2. Provide the map direction used to justify the 53 or 54 miles from home to the OFO.
3. PS: the map direction was provided to him by [redacted]

That's all for down but I will definitely keep you posted.

[redacted]

[redacted]

From: [redacted]
Sent: Friday, March 02, 2012 10:57 AM
To: [redacted]
Subject: RE: [redacted]

OK, just wanted to be sure you got Rand McNally. I don't think of that myself and it's the only one that I have seen vary by more than a mile.

From: [redacted]
Sent: Friday, March 02, 2012 10:55 AM
To: [redacted]
Subject: RE: [redacted]

[redacted]

That was the very first thing I did:
Here's the results:

Rand McNally 45.2 miles and it states driving time 90 minutes (wow)
Mapquest 44.58 miles driving time 1 hour and 8 minutes
Yahoo maps 44.4 miles driving time 1 hour 4 minutes
Google 45.4 miles and driving time 1 hour and 6 minutes.

[redacted]

From: [redacted]
Sent: Friday, March 02, 2012 10:45 AM
To: [redacted]
Subject: RE: [redacted]

Before doing anything, please check the mileage in different map programs, especially Rand McNally. I once saw a 9 mile difference between Rand McNally and Mapquest.

[redacted]

[redacted]

I believe the new directive is effective December 5th 2011, therefore there is a possibility of a waiver for the vouchers before that date.
I know it should have been approved in advance... ☹
This means 5 vouchers could be waivered.

2nd question: Jo asked if we have procedures in place to appeal or wavier the other vouchers after the 5th?
I told her I would speak with you.

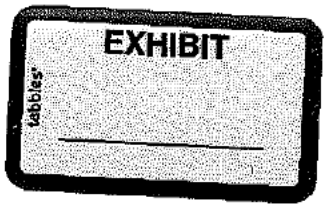
Her recommendations:

1. Speak to [redacted] ([redacted] supervisor)
2. Then speak with the traveler with [redacted]

This if after I know which direction we are going in .

[redacted]

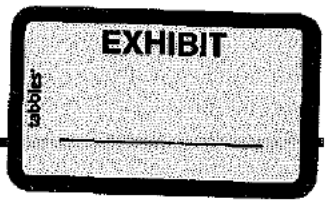
Exhibit #30



[redacted] [redacted] TDY vouchers

	Ending date	TDY location	Mileage from home	Amount paid total	Entitled Yes/No	Remarks collections due	PP dates	Hours worked
1	24-Jul-11	Onondaga County, NY	237 miles	$ 4,090.38	yes			
2	7-Aug-11	Onondaga County	237 miles	$ 2,773.34	yes			
3	21-Aug-11	Onondaga County	237 miles	$ 4,449.19	yes			
4	25-Aug-11	Onondaga County	237 miles	$ 751.58	yes			
5	10-Sep-11	Onondaga County	237 miles	$ 2,456.11	yes			
6	16-Sep-11	Albany	133 miles	$ 2,860.86	yes			
7	7-Oct-11	Binghamton	160 miles	$ 1,913.21	yes			
8	23-Oct-11	Hewlett	45 miles	$ 3,059.34	no	$ 3,059.34	25Sept-8Oct	12hrs
9	6-Nov-11	Hewlett	45 miles	$4,167.44	no	$4,167.44	9-22 Oct	9.5hrs
10	20-Nov-11	Hewlett	45 miles	$ 3,093.77	no	$ 3,093.77	23Oct-5Nov	9.5hrs
11	4-Dec-11	Hewlett	45 miles	$ 4,244.22	no	$ 4,244.22	6-19Nov	9.5hrs
12	18-Dec-11	Hewlett	45 miles	$ 2,970.18	no	$ 2,970.18	24Nov-3Dec	9.5hrs
13	2-Jan-12	Hewlett	45 miles	$ 4,183.64	no	$ 4,183.64	4-17Dec	8hrs
14	16-Jan-12	Hewlett	45 miles	$ 2,880.80	no	$ 2,880.80	18-31Dec	8hrs
15	30-Jan-12	Hewlett	45 miles	$ 4,003.51	no	$ 4,003.51	1-14Jan12	8hrs
16	13-Feb-12	Hewlett	45 miles	$ 2,878.71	no	$ 2,878.71	15-28Jan	8hrs
17	27-Feb-12	Hewlett	45 miles	$ 2,881.01	no	Not paid current claim	12-25Feb	8hrs
						$ 31,481.61		

Exhibit #31



[redacted]

From: [redacted]
Sent: Thursday, October 13, 2011 8:51 AM
To: [redacted]
Cc: [redacted]
Subject: Travel

[redacted]

Request that Travel be de-centralized and one travel specialist be deployed to Hewlett and another one to Binghamton to facilitate vouchers for personnel in and around each OFO. This, as well as adding at least one person at each location to the Authorized Signature list for travel and time sheets, should alleviate some of the backlog that the JFO Travel department has been experiencing. Many people in the field have payment obligations, which they can ill afford, prior to their voucher even leaving Albany (given a mandated two week voucher cycle, a week before the cover sheet is sent back and another week before the voucher gets sent off after it is sent back to the JFO to find an authorizing signature and be checked by travel), causing unneeded concern and delayed payments to the Visa card. This will also provide a central point of contact for those field personnel who have been de-mobilized and need to send their final voucher back from home without adding to the JFO Travel congestion.

Any consideration would be greatly appreciated.
Respectfully,
[redacted]

[redacted]

Exhibit #32

MEMORANDUM OF ACTIVITY

FEMA

Type of Activity: Interview of [redacted]

Case Number: 200-2017	*Case Title*: [redacted]

On November 21, 2017, Special Agent [redacted], Fraud & Internal Investigations Division (FIID), Office of the Chief Security Officer (OCSO), Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted a telephonic interview with [redacted]), Consultant, L.P.P. Consulting, Inc., and former DHS/FEMA Federal Coordinating Officer (FCO), DR-4020/4031.

After being advised of the identity of the reporting agent, and the nature of the investigation, [redacted] voluntarily provided the following information:

[redacted] confirmed that he was the FCO for DR-4020/4031 in the New York area in late 2011/2012 timeframe. Hurricane Irene was declared in late August 2011. When questioned concerning his recollection of any "voucher incidents," [redacted] recalled that a matter was brought to his attention concerning one of his employees, and issues with his vouchers due to the employee supposedly living within 50 miles of his duty station. Initially, [redacted] could not recall any names of the individuals involved; however, when the reporting agent provided the names of [redacted] and [redacted] confirmed that he believed those were two of the individuals involved.

After being provided a little more background information, [redacted] confirmed that he might have been approached by [redacted] the Comptroller during the timeframe of February/March 2012, and maybe MacCurtain's assistant, [redacted] who were very concerned when they audited [redacted] most recent vouchers and found out that he was getting paid for "travel" status, even though it appeared he lived within 50 miles of his posting at the Operations Facility Office (OFO) located in Hewlett, New York. According to their report, [redacted] had accrued in excess of $30,000 in travel costs, which they believed was in error, and never should have been approved.

Thereinafter, [redacted] believed he met with/spoke with [redacted] supervisor, [redacted] whom [redacted] described as a "great guy," whom "I love like a son." There were possibly telephone calls and emails that might have gone back and forth; however, [redacted] does not recall any "written report" or anything formal ever written in writing about the incident. If anything, [redacted] stated he might have sent a detailed email to [redacted], another Comptroller back at HQ during that time.

[redacted] also confirmed that he knew [redacted] whom he also described as "a good guy." He stated he "might have smacked him around a bit," but he was a good guy. [redacted] was not aware of any covert effort by [redacted] or any in his chain of command to take advantage of the travel system, but

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he also could not recall that a MapQuest print-out was included with some of [redacted] vouchers which showed a route that placed [redacted] ROR approximately 52 miles from the OFO. [redacted] recalled that he might have argued with [redacted] and/or others and a "mea culpa" might have been reached in which [redacted] was allowed to keep his travel funds. [redacted] recalled that during the early weeks of the disaster, there was some type of approval from FEMA HQ to allow "travel status" to some individuals who lived within the 50-mile radius, mainly if they were working 12+ hour shifts, and/or had exorbitant commute times due to closed/blocked, or damaged roads. [redacted] admitted that this approval was only during the early stages of the disaster and probably would not have been allowed 5-6 months later; however he recalled that topic coming up somewhere in the conversation with [redacted], or other management officials.

[redacted] again stated he was not aware of any concerted effort by [redacted] or anyone else in [redacted] chain of command to purposely defraud FEMA, stating he would be disheartened to hear of such a thing.

[redacted] also confirmed that the former [redacted] the Deputy Logistics Chief under [redacted] was now [redacted] his wife. [redacted] was informed that FIID was going to be interviewing his wife as part of this investigation and requested that he refrain from divulging any details of this interview until after his wife has been interviewed so as not to taint her testimony.

Investigator	
Signature: [redacted]	Date: November 21, 2017
Typed Name: [redacted]	

Approving Official	
Signature:	Date:
Typed Name: [redacted]	

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Exhibit #33

MEMORANDUM OF ACTIVITY

FEMA

Type of Activity: Interview of [redacted]

Case Number: 200-2017	*Case Title*: [redacted]

On November 20, 2017, Special Agent [redacted] & Internal Investigations Division (FIID), Office of the Chief Security Officer (OCSO), Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted a telephonic interview with [redacted]), Retired, former DHS/FEMA Comptroller, DR-4020/4031.

After being advised of the identity of the reporting agent, and the nature of the investigation, [redacted] voluntarily provided the following information:

[redacted] confirmed that he was a Comptroller for DR-4020/4031 in the New York area in late 2011/2012 timeframe. Hurricane Irene was declared in late August 2011. He could not recall who he replaced, but named two of his subordinates as [redacted] and [redacted]. When questioned concerning his recollection of any "voucher incidents," [redacted] recalled that there was an issue with one employee and their vouchers that he believed were in excess of $30,000. Initially, [redacted] could not recall the name of the individuals involved; however, when the reporting agent provided the name of [redacted] and his supervisor [redacted] stated that those names sounded familiar.

After being provided a little more background information, [redacted] recollected that he and/or his co-worker, [redacted] had audited [redacted] travel voucher and somehow determined that he was living less than 50 miles from his duty station, but that he had been in travel status for the past few months and had been reimbursed in excess of $30,000.

[redacted] had initially believed that [redacted] was unaware of the error and that it was an innocent mistake; however, he realized later that [redacted] was fully aware of his commute distance but failed to correct his vouchers. This might have been what led the travel office to reject the last voucher at the OFO in mid-late February 2012. [redacted] was under the belief that [redacted] had reimbursed the full amount of overpayment back to FEMA and that this matter was closed.

[redacted] could not recall any official internal investigation by the JFO or any written report, but stated [redacted] might recall some additional information. He could not provide any information regarding her current whereabouts, but provided the reporting agent with the contact number for [redacted], who might have additional contact information.

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Inv[redacted]	
Signature: [redacted]	Date: November 22, 2017
Typed Name: [redacted]	

A[redacted]	
Signature: [redacted]	Date: 11-27-17
Typed Name: Jeffrey Krauss, Branch Chief	

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Exhibit #34

FEMA

MEMORANDUM OF ACTIVITY

Type of Activity: Interview of [redacted]

Case Number: 200-2017	*Case Title*: [redacted]

On November 22, 2017, Special Agent [redacted] Fraud & Internal Investigations Division (FIID), Office of the Chief Security Officer (OCSO), Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted a telephonic interview with [redacted], Comptroller, DHS/FEMA.

After being advised of the identity of the reporting agent, and the nature of the investigation, [redacted] voluntarily provided the following information:

[redacted] confirmed that he was a Comptroller for DR-4020/4031 in the New York area in 2011. Hurricane Irene was declared in late August 2011. [redacted] confirmed that the FCO at the time was [redacted] When questioned concerning his recollection of any "voucher incidents," [redacted] recalled that there was some issue dealing with vouchers and he vaguely recalled speaking with [redacted] about the matter. He could not recall any specifics, nor did he recall any names associated with the issue.

[redacted] confirmed that some disaster employees were given "waivers" early in the disaster if they lived within 50 miles of their TDY station; however he could not recall the specific orders or who signed them. He confirmed that this waiver was rescinded within the first couple of months.

[redacted] stated that he would search his archived emails for any correspondence between himself and [redacted] that might have dealt with this issue; however, subsequent to the telephone interview, [redacted] responded that although he found a couple of emails in his "sent" email box for that particular time period, none of the emails dealt with the issue being discussed. [redacted] was unable to provide any further information.

Investigator

Signature: [redacted] Date: November 22, 2017

Typed Name: David R. Stupar

Approved

Signature: [redacted] Date: 11-27-17

Typed Name: [redacted]

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Exhibit #35

MEMORANDUM OF ACTIVITY

FEMA

Type of Activity: VTC Interview of [redacted]

Case Number: 200-2017	*Case Title*: [redacted]

On January 12, 2018, Special Agent [redacted] Fraud & Internal Investigations Division (FIID), Office of the Chief Security Officer, Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted a Video Teleconference (VTC) interview with [redacted] Core, Logistics Section Chief, DR-4339, FEMA/DHS, who was located at the San Juan, Puerto Rico (PR) Joint Field Office (JFO). Also present at the JFO during the interview was [redacted] Security Manager, OCSO-Field Operations Division (FOD), DR-4339, [redacted]

After being apprised of the identity of the interviewing officials, the nature of the investigation, and voluntarily signing a FEMA Non-Disclosure Agreement & Beckwith/Garrity Advice of Rights form, [redacted] voluntarily provided the following information:

[redacted] has been with FEMA since 1992, initially serving as a Local Hire, then in 1997 as a Reservist, and since 2014 as a Core. His direct supervisor is [redacted] '[redacted] and [redacted] stated his current rank is equivalent to a GS-14/15.

Paton confirmed that he was assigned to DR-4020/4031 in the greater New York area in the fall of 2011 and winter/spring of 2012. [redacted] was shown an organizational chart (org chart) created by the reporting agent which he confirmed was correct to the best of his recollection (attachment), and confirmed his title during this event as Deputy Logistics Chief.

Paton also confirmed his chain of command up to the Co-Logistics Chiefs, [redacted]

When questioned surrounding the circumstances of the sudden transfer/swap of [redacted] and [redacted] Paton vaguely recalled that the "suddenness" of the transfer may have had something to do with [redacted] "*messing up a movement of equipment*" on or about October 6, 2011. However, Paton believed that the transfer had been discussed amongst senior staff in advance of this transfer due to [redacted] living near the Hewlett OFO, and therefore not needing to be paid travel costs. Paton could not recall any other specifics about this move or who was directly involved in the conversation; but he agreed that as Deputy Chief Logistics Officer, he would have been privy to these conversations.

[redacted] was aware of [redacted] EEO complaint regarding the transfer because [redacted] recalled speaking with an EEO attorney at some point a few years ago.

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[redacted] was then shown an email dated Thursday, October 6, 8:30 pm from [redacted] during the deployment, to [redacted] and to [redacted] the 1st line supervisor for the Hewlett OFO, with "cc's" to [redacted] and other senior logistics officials. The email ordered that [redacted] and [redacted] duty station be switched. [redacted] could not recall this specific email but again vaguely recalled the events surrounding this issue and believed the [redacted] was the ultimate official responsible for the transfer/swap of [redacted] and [redacted]

[redacted] was asked what his understanding was regarding [redacted] travel status while deployed in Long Island after his transfer from the Kirkwood OFO. [redacted] recalled that [redacted] was placed in travel status due to excessive commuting times, road construction and other issues. Paton believed that there were a number of individuals who received waivers to the "50-mile" rule, which he believed were authorized by the Region II Regional Administrator; however he could not provide any specifics or single out any other individuals who may have received this waiver. [redacted] was not aware of the specific rules regarding waivers for the 50-mile rule which mainly dealt with Watch Employees and other essential personnel on 12+ hour shifts. He stated that he just believed that there were multiple individuals at DR-4020/4031 who received these waivers, and he did not believe that it was unusual that [redacted] had also received one.

[redacted] was then shown two vouchers for [redacted] the first covering the travel dates of November 7, 2011 through November 20, 2011, and the second covering the dates of November 21, 2011 through December 4, 2011. [redacted] confirmed that the authorizing signature on both vouchers was his own, and confirmed that he was authorized by the JFO HR department to approve vouchers for individuals under his chain of command. [redacted] was asked to review the entire voucher and provide any evidence of a waiver that should have been included with the voucher based on his prior testimony. [redacted] confirmed that there was no waiver in the voucher paperwork stating "*I screwed up, I should have confirmed that a waiver was attached to the voucher.*"

[redacted] also vaguely recalled an issue with one or more of [redacted] vouchers being rejected at some point and initially told the interviewers that he thought [redacted] the Federal Coordinating Official (FCO) had become involved and told the senior logistics staff that "we need to solve this voucher issue.". At the end of the interview, while composing his signed, sworn statement, [redacted] changed his testimony to say that he wasn't sure [redacted] was involved and could not recall any specifics regarding the rejected voucher(s), other than he recalled [redacted] asking senior staff about how to resolve the rejected voucher. [redacted] believed that [redacted] was gone at this point in time, and that the matter would have been handled solely by [redacted]. [redacted] also stated that he did not recall any MapQuest maps attached to any of [redacted] vouchers that showed a distance of approximately 52.5 miles from [redacted] ROR to the Hewlett OFO.

[redacted] could not recall the specific reason that [redacted] was suddenly transferred back to the Kirkwood OFO in early March after his voucher was rejected; but believed it would have been to

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assist staff on closing the OFO. [redacted] was questioned why [redacted] would have been sent there since [redacted] who had the same title/functions/duties as [redacted] and had just been demobed from that position due to lack of any available work to justify his continued mobilization. [redacted] stated "*I can't answer that, I don't remember.*" [redacted] also could not recall that [redacted] was removed from his position in Kirkwood in just three days after the Comptroller, [redacted] found out about the transfer, and ordered that [redacted] be removed from Kirkwood.

[redacted] vaguely recalled that [redacted] was then moved to Lake Placid, NY to close down that particular office, but could not recall the specific time frame, or how long [redacted] remained in Lake Placid.

[redacted] confirmed that as Deputy Logistics Chief during DR-4020/4031, he would have been aware of all movements and transfers of logistics personnel during his deployment, and should have been aware of all discussions regarding these movements and transfers.

At the conclusion of the interview, [redacted] drafted the signed, sworn statement (attached).

(Attachments)

Investi[redacted] Signature:	Date: January 18, 2018
Typed Name: David R. Stupar	
Signatur[redacted]	Date: 01/18/18
Typed Name: Owen Igo	

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FEMA

NON-DISCLOSURE NOTICE MEMORANDUM

You are assisting in an ongoing official inquiry being conducted on behalf of the Federal Emergency Management Agency (FEMA). As this inquiry is sensitive in nature, you are hereby instructed not to disclose information relating to this official inquiry to any other person(s), except as may be appropriate under applicable law.

Failure to comply with this directive may subject you to disciplinary action under appropriate charges, such as failure to follow instructions or interfering with or impeding an official investigation.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

[redacted]

Print Employee Name

[redacted]

Employee's Signature

1/12/2018

Date

[redacted]

1/12/2018

Date

Union Representative (if applicable)

Date

Beckwith / Garrity Advice of Rights

FEMA

You are being interviewed as part of a Department of Homeland Security, Federal Emergency Management Agency official investigation. Questions will be related to the performance of your official duties.

Anything you say may be used against you as evidence in an administrative or criminal proceeding.

If you have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you have the right to remain silent and your failure to answer will not be used against you as evidence in an administrative or criminal proceeding.

If you do not have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you must answer and may be subject to administrative disciplinary action, up to and including removal, for failing to do so.

Your signature below is an acknowledgement that you have read and understand your rights as described above.

[redacted] [redacted]

SAN JUAN JFO
(Location)

8:31 AM 1/12/18
(Date / Time)

[redacted]

(Witness Printed Name)

[redacted]

(Witness Signature)

1/12/2018 8:32 AM
(Date / Time)

(Date / Time)

FEMA

Sworn Statement

Date/Time: 1/12/18 Location: San Juan JFO

County of: _____ State of: PR

[redacted], hereby make the following free and voluntary sworn statement to:

[redacted], who has identified himself/herself to me as a Special Agent/Security Specialist with the Office of the Chief Security Officer, Federal Emergency Management Agency, U.S. Department of Homeland Security. This statement is made without threat, coercion, offer of benefit, or favor by any person or persons.

I was assigned as Deputy Log Chief DR 4020 4/23/18
I recall moving staff around OFO offices, [redacted] based on issues of [redacted] being late to a few of the DRC set ups and breakdowns.

I signed [redacted] vouchers due to Region II Administrator to my understanding had approved waiver for folks living in the vicinity of NY city due to the critical usual traffic conditions in NY plus construction at all hours.

(within 50 miles)

Discussions of standard procedure to move

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FEMA

Sworn Statement

STATEMENT of [redacted]

folks within 50 miles to save money. happened. I am not clear weather this conversations happened, is been many years, I don't remember.
I remember [redacted] getting a voucher rejected and him asking how it could be resolved but I don't remember the specifics.
I don't recall how it was handled in the chain of command.
[redacted] was moved to Kirkwood to assist on closure of OFO. Then moved to Lake Placid.
As Deputy Log Chief I would have made aware of Logistics personnel transfer.
I don't recall a Mapquest submitted with voucher showing 52.5 miles

RLP RLP

RLP RLP

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FEMA

Sworn Statement

STATEMENT of [redacted]

Federal Employees: *Please read the following carefully before you sign this page and initial each preceding page:*

- *I have been informed and I understand that my statement results from an official investigation involving matters relating to my official duties as a federal employee.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for disciplinary action which may result in my removal from federal service.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for criminal prosecution.*
- *I understand that information contained in my statement may be disclosed (in whole or in part) to persons officially determined to have a "need to know" including decision makers and any subjects of the investigation (persons who may receive disciplinary or other personnel action as a result of my statement, or as a result of the overall findings of the investigation).*

A false statement on any part of this declaration or attached forms or sheets may be punished by a fine or imprisonment (Title 18 U.S. Code § 1001).

I have read this statement of 3 pages. It is true, accurate, and complete to the best of my knowledge and belief. I have been given an opportunity to [redacted]

[redacted]
(Signature)

Subscribed and sworn (or affirmed) to before me this 12 (Day) of January (Month), 20 18 (Year)

at SAN JUAN (City), PR (State).

[redacted]

Federal Emergency Management Agency
Department of Homeland Security

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Exhibit #36

MEMORANDUM OF ACTIVITY

FEMA

Type of Activity: Interview of [redacted]

Case Number: 200-2017	*Case Title*: [redacted]

On December 18, 2017, Special Agent [redacted] Fraud & Internal Investigations Division (FIID), Office of the Chief Security Officer, Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted an interview with [redacted], Reservist – Logistics Section Chief, DR-4337, FEMA/DHS, at the Orlando Joint Field Office (JFO), Orlando, Florida. Also present during the interview was [redacted] Investigator, FIID, FEMA/DHS.

After being apprised of the identity of the interviewing officials, the nature of the investigation, and voluntarily signing a FEMA Non-Disclosure Agreement & Beckwith/Garrity Advice of Rights form, [redacted] voluntarily provided the following information:

[redacted] has been with FEMA since 2006, initially serving as a DAE, then as a Reservist when the DAE positions were reclassified. [redacted] provided that his home residence is located at [redacted] West Nyack, New York.

[redacted] stated he was assigned to Region II in New York and worked Hurricane Irene and Sandy for approximately 2 ½ years. He indicated that he had two supervisors during that time period ([redacted] and [redacted] however, the supervisory structure has since changed and he was not really sure how it presently worked with the new Cadre Managers.

[redacted] stated in the aftermath of Hurricane Irene, he was asked which location he wanted to work at, and he indicated that he wanted to go to Long Island because it was close to his home; however, he was initially deployed to Albany, New York and then Kirkwood, New York which was about five hours from his home residence. At some point in time, he received a telephone call from [redacted] or [redacted] to transfer to the Long Island (Hewlett) Office, but was not told why.

At this point, [redacted] was shown five different organizational (org) charts (Attached Exhibit 11) gathered during the course of the investigation which depicted the Logistics Section of DR- 4020/4031 over a span of approximately six months. [redacted]dells confirmed that the org charts were accurate to the best of his recollection, and confirmed his chain of command up to the Co-Logistics Chiefs, [redacted] and [redacted] also confirmed his title of Logistics Manager starting in the Kirkwood, NY Operational Field Office (OFO), and then the Hewlett, NY OFO (Long Island) as shown in the org charts.

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When questioned surrounding the circumstances of his transfer from Kirkwood to Hewlett, [redacted] initially could only recall that the move had to do with reallocation of proper resources from one OFO to another, and could not recall the exact time period in which the transfer took place. [redacted] was then shown an email dated Thursday, October 6, 8:30 pm (Attached Exhibit #1), from [redacted] his 2nd line supervisor during the deployment, to [redacted] his 1st line supervisor at the Kirkwood OFO, and to [redacted] the 1st line supervisor for the Hewlett OFO, with "cc's" to [redacted] and [redacted] who was [redacted] counterpart at the Hewlett OFO. The email ordered that [redacted] and [redacted] duty station be switched. [redacted] stated that he did not remember receiving this email and believed that he had received those instructions orally via telephone from [redacted] however, he was not told why he was being transferred. [redacted] was asked what type of relationship he had with [redacted] and he stated "*I have known [redacted] since the beginning, I get along well with him, but I do not go out and party with him, I never drink or go out.*"

According to [redacted] he never talked to [redacted] about the transfer or was aware that it was going to happen before being told. When asked if he had ever experienced a sudden switch like this with little to no advanced notice during his FEMA Career, [redacted] stated "*no.*"

[redacted] was shown a signed receipt of the FEMA Standards of Conduct dated June 1, 2007 (Exhibit #9) and he confirmed that it was his signature on the document.

[redacted] was asked what his understanding was regarding his travel status while deployed in Long Island after his transfer, and he stated he realized that the distance was about 43 miles from his ROR and he would not get travel pay. He contacted [redacted] and explained to him that due to long hours, and driving time to/from work, he was afraid of falling asleep while driving. According to [redacted] told him that he would take care of it. After arriving in Long Island, he again spoke with [redacted] via telephone and he believed that during this conversation he was told that the travel issue had been resolved.

[redacted] was then provided several historical emails to review. After having the opportunity to review the emails between himself and [redacted] (Exhibit #27) dated Friday, October 7, 2011 regarding the transfer to Hewlett OFO, [redacted] stated "now I know what this is about." He then reviewed emails between [redacted] (Exhibit #28) showing MapQuest route manipulation and statements about road construction and emails between himself and [redacted] (Exhibit #29). After reviewing all these emails, [redacted] admitted that he remembered talking with [redacted] and [redacted] about different routes and stated the conversations were not because they wanted to manipulate the total trip mileage but because there was massive construction at the toll booths and had to take different routes. According to [redacted] he had to take detours because the traffic patterns changed at least two to three times while he was there. He then stated '[redacted] *told me that the route was approved by the Comptroller.*"

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[redacted] was shown a MapQuest most direct driving directions from his ROR to the Hewlett OFO (Exhibit #8) and after reviewing he concurred that this was probably the most direct route (45.1 miles), but claimed that GPS and other maps listed different amount of miles for the same route. He then stated "I don't know all these roads, but yeah, this looks like the most direct route."

[redacted] was then shown a second MapQuest driving directions from his ROR to the Hewlett OFO that listed a distance of 45.7 miles (Exhibit #18) and he stated, "*I would never take that route because I don't want to go across the George Washington Bridge. It would take too long during rush hour.*"

[redacted] was then asked what his work hours were, and he stated 7AM to 7PM. He was then shown an email dated Wednesday, October 12, 2011 (Exhibit #20) listing his work hours as 10:30 AM to 7PM. After reviewing, [redacted] stated "*rush hour in New York City starts at 10 O'clock and ends late at night; it is always rush hour.*" [redacted] was then asked if he worked overtime and he stated that he did at the beginning, but did not really remember when the overtime stopped.

[redacted] was then shown copies of his WebTA records (Exhibit #24). After reviewing the records, he confirmed that from the time he arrived in Hewlett, the majority of his days were only 8 hours, with a few days of 90 minutes of overtime throughout late 2011 and early 2012.

[redacted] was provided a Foley.com list of road closures during Hurricane Irene in 2011 (Exhibit #15) indicating that no roads/lanes were closed in the areas covering his commute from his ROR to the Hewlett OFO and he stated "*you are right, no lanes were closed, but there was a lot of construction.*"

An enhanced enlargement of MapQuest routes (Exhibit #21) was then shown to him that included all the different routes from his ROR to the Hewlett OFO to include the apparent manipulated route that was enclosed with his first vouchers that showed the route from his ROR to the Hewlett OFO to be a little over 52 miles. [redacted] agreed that the map showed the manipulated route that he was instructed to insert into his voucher stating "*I did what I was told.*" When questioned who told him to provide this map, [redacted] answered [redacted]

[redacted] was again shown his WebTA records (Exhibit #24). After reviewing the records for early October 2011, he confirmed that he worked 12 hours on Friday, October 7th on the day he was instructed to move to Hewlett. He then went home for the holiday weekend on Saturday through Monday, October 9-11th, reporting to Hewlett on Tuesday, October 12, 2011.

[redacted] was asked if he ever went home on weekends after arriving in Hewlett and he stated that he did. He also stated that he went home for Thanksgiving, returned to work on Friday, and then went home for Saturday and Sunday of Thanksgiving weekend. In addition, he went home for the Christmas holidays on a Friday and returned the following Monday.

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[redacted] was shown a policy memorandum dated October 5, 2011, indicating that if you go home on weekends you must check out of your hotel and do a cost comparison for travel reimbursement (Exhibit #4). [redacted] admitted that he never checked out when he went home on weekends. When asked if he ever spoke with anyone about returning home on weekends, he claimed [redacted] was aware because [redacted] would often ask him if he was planning on going home for the weekend. [redacted] then stated, "*I never thought of checking out, I [redacted] up.*"

[redacted] was then shown an email dated Thursday, October 6, 2011 at 11:12 AM from [redacted] answering [redacted] questions about departure times for moving teams that day (Exhibit #2), and an email from the same date at 11:50 AM from [redacted] responding to [redacted] w/cc's to [redacted] and [redacted] (Exhibit #3) regarding employees showing up for work on time that morning, for which [redacted] answered that he had never seen those before. [redacted] stated "*All I got was a phone call to go down to Long Island. I did what I was told. I am mad that I have been put in the middle of this and wished I had remained in Kirkwood.*"

[redacted] was shown a copy of his original voucher (Exhibit #14) from Hewlett with a period of travel of October 10, 2011 through October 23, 2011, and stated that he did not specifically recall the voucher; however, he acknowledged his signature on the exhibit. He was asked where he got the MapQuest route sheet that was attached to this voucher. He first stated that he did not know where he got the MapQuest print-out, but then admitted that it came from [redacted] stated that he did not know who authorized this particular voucher as the signature was very hard to decipher, but he thought it was [redacted]

[redacted] was shown emails from Monday, March 2, 2012 through Tuesday, March 6, 2012 regarding Sw[redacted] last voucher, which was being rejected by the travel section due to the 50-mile rule, and [redacted] intervention (Exhibit #26). He stated he remembers discussing his travel status and road construction problems with [redacted] (JFO Travel Manager), but did not remember why he got forwarded the emails with [redacted] concerns to [redacted] and [redacted] He believed it was to get advice. He stated [redacted] requested that he call him, and when he did, [redacted] told him to return to Kirkwood, and then Lake Placid. [redacted] indicated that he also talked with [redacted] about the last voucher issue and then stated, "*I did not manipulate the route and it was not manipulated by me. I did what I was told. I didn't ask for this, I was just put in this situation and obviously I'm screwed.*"

[redacted] was then provided with an email to and from [redacted] and [redacted] with an apparent draft done by [redacted] and then a final version created and submitted by [redacted] which was forwarded to [redacted] by [redacted] (Exhibit #25). [redacted] stated "*I remember this. [redacted] is a friend of mine, and I was up in Kirkwood when this happened and he saw that I looked upset, so he came up to me and asked what was wrong. He asked me to email him the particulars of what happened.*"

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[redacted] was shown that the email he sent [redacted] responding to [redacted] concerns was an exact copy of the draft that was provided to him by [redacted] and he agreed that [redacted] had re-drafted his email which was then forwarded to [redacted] was then asked how he knew that there were major construction and detours during the work week if he only drove that route when he went home on occasional weekends and he stated, "*you are right, I did not know. I feel horrible about this and I'm pissed off. I have learned a lot and would never put myself in this situation again, but when you are told to do something, you do it.*"

[redacted] was then provided with his statement to the ERO investigator (Exhibit #17) where he provided an answer under sworn testimony that he did not experience any issues with "vouchers" during his deployment. [redacted] did not initially remember making the statement, but then stated, "*I kind of remember now that I see my initials. I don't know why I said there were no issues with vouchers. I think it's because it mentioned* [redacted] *I know it's a contradiction of what I have been saying, I don't know why I said that. It pretty stupid on my part. I hope you realize I was just doing what I was told.*"

[redacted] was asked if he had a record of the rejected final voucher and he answered that he might. [redacted] then stated "I paid it all out of pocket and paid it in full. The number $4,000 comes to mind." [redacted] was then shown a copy of his JPMorgan credit card statements for that time period (Exhibit #13), and that an analysis by the reporting agent showed $4,359.99 in charges that were never vouchered. [redacted] agreed that he recalled the final number that he paid out of his pocket was close to that number. He also informed the reporting agent that he will attempt to find a copy of the check he paid to JPMorgan to confirm the amount.

[redacted] was asked if he knew he was replacing [redacted] at Kirkwood when he was transferred there after Hewlett. He stated that he did not know anything about replacing [redacted] or [redacted] dispute with FEMA when he first got to Kirkwood. When he returned to Kirkwood, he was there for about three days and was then sent to Lake Placid by [redacted] was then shown some emails dated Friday March 9, 2012 from [redacted] to [redacted] offering him a slot in Lake Placid, NY (Exhibit #30). [redacted] confirmed that it was probably [redacted] who authorized his transfer to Lake Placid.

While in Kirkwood, [redacted] learned of the original swap between himself and [redacted] the previous October and contacted [redacted] because he was the one who had put him in that situation. [redacted] then stated "*I don't think I have lied to you.*"

[redacted] was questioned about informing [redacted] that he had paid over $4,000 in travel costs out of his own pocket due to the JFO travel office rejecting his last voucher. [redacted] stated, "*I must have, he is the guy who put me in this situation. I don't know why I don't remember this* [redacted] *right now.*"

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[redacted] was then provided with his voucher for the travel period of March 6, 2012 through March 17, 2012 (Exhibit #6). While reviewing it, he stated "*I want to say that* [redacted] *told me to go to Kirkwood, but after 3 days, I was sent to Lake Placid.*" [redacted] stated that he did not know why he was sent back to Kirkwood, but went because he was told. When asked if he thought it was possible that he was sent there because his travel status was being rejected in Hewlett, [redacted] stated "I can't say."

[redacted] was then shown his timesheet for March 9, 2012, which was supposedly the day he transferred from Kirkwood to Lake Placid, NY. [redacted] was unable to provide an answer as to why he listed regular pay instead of a travel day. He believed he drove straight to Lake Placid from Kirkwood because he did not remember going home first.

[redacted] was again asked and confirmed that he would not have known about daily traffic issues from his ROR to the Hewlett OFO because he was immediately put in travel status on his first day reporting to Hewlett, and checked into a local hotel on the same date. In addition, the language about massive construction at toll booths at the Tappen Zee bridge had no outcome on the most direct route from his ROR to Hewlett, than the altered route which put him over 50 miles, since both included the same construction area.

At the conclusion of the interview, [redacted] drafted the signed, sworn statement (attached).

(Attachments)

In[redacted] Signature: [redacted] Typed Name: [redacted]	Date: January 11, 2018
Signat[redacted] Typed Name: [redacted]	Date: 1/12/18

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NON-DISCLOSURE NOTICE MEMORANDUM

You are assisting in an ongoing official inquiry being conducted on behalf of the Federal Emergency Management Agency (FEMA). As this inquiry is sensitive in nature, you are hereby instructed not to disclose information relating to this official inquiry to any other person(s), except as may be appropriate under applicable law.

Failure to comply with this directive may subject you to disciplinary action under appropriate charges, such as failure to follow instructions or interfering with or impeding an official investigation.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

[redacted]

12/18/2017
Date

[redacted]

12/18/17
Date

Union Representative (if applicable)

Date

Beckwith / Garrity Advice of Rights

FEMA

You are being interviewed as part of a Department of Homeland Security, Federal Emergency Management Agency official investigation. Questions will be related to the performance of your official duties.

Anything you say may be used against you as evidence in an administrative or criminal proceeding.

If you have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you have the right to remain silent and your failure to answer will not be used against you as evidence in an administrative or criminal proceeding.

If you do not have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you must answer and may be subject to administrative disciplinary action, up to and including removal, for failing to do so.

Your signature below is an acknowledgement that you have read and understand your rights as described above.

[redacted]

[redacted]

(Date / Time)

(Date / Time)

FEMA

Sworn Statement

Date/Time: 12/18/2017 1135 AM Location: ORLANDO JFO

County of: ORANGE State of: FL

I, [redacted], hereby make the following free and voluntary swo[redacted]

[redacted] Security Officer, Federal Emergency Management Agency, U.S. Department of Homeland Security. This statement is made without threat, coercion, offer of benefit, or favor by any person or persons.

ON ~~FOR~~ Thursday Oct 6th 2011 I Received AN E-MAIL From [redacted] TO TRANSFER AND SWZP LOCATIONS From Kirkwood NY To The Hewlett office, I had NO KNOWLEDGE OF This TRANSFER IT WAS very SUDDEN, This WAS ordered By [redacted] AND I had NO KNOWLEDGE of it until i Received The E-MAIL, I had (B4) ~~GO~~ DISSUCITION with [redacted] ~~ABOUT~~ (ES) ~~THE~~ Reguerding The TRANSFER AND (50 miles) about The milage and That i Live Within The ROR. They have Provided me with a MAP QUEST To use when im in The Hewlett office

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[redacted]

FEMA

Sworn Statement

STATEMENT of [redacted]
(Print Name)

Showing The mileage of 52-53 miles. Then Leures and [redacted] informed me That I was good go in Full Travel status. and To contect National Travel. which I DID. During Respance we were working overtime. Starting in late october we went into Recovery and overtime was cut Down, hours changed To monday-Friday 40 hour work weeks. most weekend I would go home and During Holidays. and I was aware of the Directive of checking. but over look Doing so, I just Forgot, [redacted] knew of This. By The Time of my 2nd voucher I ask [redacted] if I needed To ATTach The map quest map showing The mileage of 52-53-miles To all of my vouchers. I Didn't To ATTNch The map because I knew IT was Wrong and was Told no, you Should Be good To go Now, IT was my understanding

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[redacted]

FEMA

Sworn Statement

STATEMENT of [redacted]
(Print Name)

That [redacted] Had Spoken With The Comptroller And That is was Approved. Sometime in February P.C. contacted me. About the voucher about the milage. I contacted [redacted] and Tim. About The issue. and That I Thought and was Told That there no problem, JA. After my last voucher was Not going to be approved I contacted JA. To Inform him about This ~~And last~~ The best I can remember is when I Called And Told him That There NOT Paying my last voucher, he Told me That There was Nothing he could do, and That he Apologyize for it. And I ask him About the Previous voucher, And he did not answere me. Then I was Told By [redacted] To Report To Kirkwood, which I Did, not know That i was going There, or That [redacted] had Been

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Sworn Statement

STATEMENT of [redacted]
(Print Name)

Demobed from this same position in early Feb, or that I was going To replace him. I was In Kirkwood For 3 DAYS THEN Told. I was going To Lake PLACID By G.B. To close Down The office. For the Time Period of 30th 2nd 31ST To the best of my Recollection I Forgot To take out the Saturday over Time. ON Friday The 31 ST I Believe i worked at The office Then Drove Home at The End of My Deployment, after working some IN the morning THEN Driving To the JFO To Drop of my equipment and To check out. I was Shown my Testomny BY DAWN ALBERT ON 6/12/2013 Regarding Question # 13 That i did not have any voucher Issues which was Not The case so my Testamoney was IN correct

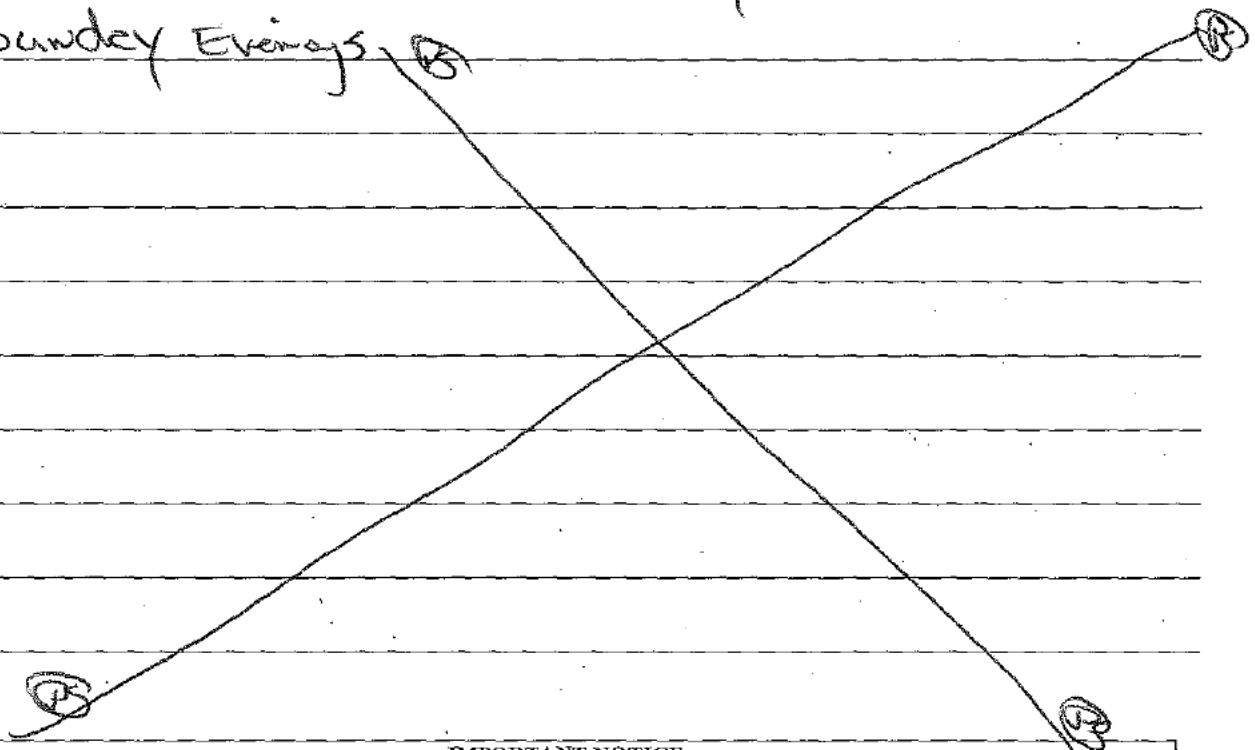
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Sworn Statement

STATEMENT of [redacted]
(Print Name)

I Relise That I was Responding to P.C. That I was Trying To Respond To Questions About Traffic on Monday - Friday however I was in Travel Status and did not know The Traffic Patterns During The week so This Statment At the time was not Factual At The time Because I was not Driving it. The only Time the Construction Patterns affected me was on Fridays Evenings and Sunday Evenings.



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FEMA

Sworn Statement

STATEMENT of [redacted]

I WAS Suddenly Trewsfeed from Kirkwood To Hewlett AND Rellzed That, That would Put me within 50 miles of ROR. when I informed Lewra 2nd John of I wes sent me an map quest mep showing the milage of 52-53 2nd Told To use This, when the Issue came up egain About this. [redacted] [redacted] Told me That he had okd all This with the comptroller. and this all wes Approved. And That all I wes Doing wes Following orders, I Knew That I lived Tnet close And They knew I lived That close I wes Told To Report There And worked at the Hewlett office, I only Did what my Boss Told me to do. I Im working in the field 2nd [redacted] working IN The JFO with The Treved people 2nd comptroller. I wes Not AWARE of what Was going on Between [redacted] end officals at The JFO.

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FEMA

Sworn Statement

STATEMENT of [redacted]
(Print Name)

I paid the last voucher out of my pocket because I wanted to do the right thing and [redacted] able or willing to assist me even though he was the one who transfered me there in the first place, and that I got caught in the middle, for doing what I was told to do. (B3)

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FEMA

Sworn Statement

STATEMENT of [redacted]
(Print Name)

Federal Employees: *Please read the following carefully before you sign this page and initial each preceding page:*

- *I have been informed and I understand that my statement results from an official investigation involving matters relating to my official duties as a federal employee.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for disciplinary action which may result in my removal from federal service.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for criminal prosecution.*
- *I understand that information contained in my statement may be disclosed (in whole or in part) to persons officially determined to have a "need to know" including decision makers and any subjects of the investigation (persons who may receive disciplinary or other personnel action as a result of my statement, or as a result of the overall findings of the investigation).*

A false statement on any part of this declaration or attached forms or sheets may be punished by a fine or imprisonment (Title 18 U.S. Code § 1001).

I have read this statement of 5 pages. It is true, accurate, and complete to the best of my knowledge and belief. I have been given an opportunity to make any corrections, additions, or deletions.

[redacted]

Subscribed and sworn (or affirmed) to before me this 18 (Day) of December (Month), 2017 (Year)

at Orlando JFO (City), FL. (State)

[redacted]

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Exhibit #37

MEMORANDUM OF ACTIVITY

FEMA

Type of Activity: Interview of [redacted]

Case Number:	200-2017	*Case Title*:	[redacted]

On January 17, 2018, Special Agent [redacted] Fraud & Internal Investigations Division (FIID), Office of the Chief Security Officer, Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted an interview with [redacted] (225-910-5190), Reservist, Logistics Specialist, currently assigned to DR-4337, Gainesville, FL, and interviewed at the DR-4437 Joint Field Office (JFO) located in Orlando, FL. Also present during the interview was [redacted]

After being apprised of the identity of the interviewing officials, the nature of the investigation, and voluntarily signing a FEMA Non-Disclosure Agreement & Beckwith/Garrity Advice of Rights form, [redacted] voluntarily provided the following information:

[redacted] has been with FEMA since September 16, 2001. He believes his normal supervisors are [redacted] or [redacted] when not deployed, but currently reports to [redacted] and [redacted] at DR-4337.

[redacted] confirmed that he was assigned to DR-4020/4031 in the greater New York area in the fall of 2011 and winter/spring of 2012.

Mr. [redacted] was asked if he knew [redacted] and he acknowledged working with him during DR-4020-4031.

[redacted] was asked if he knew [redacted] and he stated that he was Facebook friends with [redacted] and last spoke to him about a week ago. According to [redacted] he has known [redacted] since 2011 when working with him in New York.

Mr. [redacted] was shown a "Chain of Command – Org" chart and he acknowledged that he reported to [redacted] during that time period. He also confirmed that his title was External Support Branch Director. [redacted] reported to him and contacted him when they had job related questions. [redacted] stated that although [redacted] has worked with him on many occasions, he was not always [redacted] supervisor.

[redacted] was shown an email dated Thursday October 6, 2011 at 8:30PM, from [redacted] duty station be

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switched immediately and [redacted] stated that he recalled the email. He stated that a supervisor told him to write it but he did not recall who it was. He indicated that if he had written an email ordering a transfer without being told to do so by a supervisor he would have detailed the reason for the transfer.

[redacted] was asked if he recalled ever swapping someone out late at night like that and he stated that he thought he had. When asked to provide an example, he was unable to do so.

[redacted] was shown a second email from [redacted] to [redacted] and [redacted] with an expanded conversation regarding the switch. Szmyr indicated that he did not recall the specific email; however, he did find it to be unusual for someone to be switched in that manner but was only following orders.

[redacted] was shown an email dated Thursday October 6, 2011 at 11:50 AM from [redacted] responding to [redacted] w/cc to [redacted] and [redacted] regarding employees showing up for work on time that morning and he stated that he had never seen it before.

[redacted] was asked if he was aware of that [redacted] was on travel status after being transferred to the Hewlett OFO, although he resided under the 50 mile rule. He stated that he knew that [redacted] was on travel status; however, he was not aware that the distance between [redacted] duty station and home was less than 50 miles.

[redacted] denied ever seeing any of [redacted] vouchers or hearing anyone talking about [redacted] travel status.

[redacted] was shown [redacted] voucher for the period of 02/14/2012 thru 02/27/2012, for approximately $2,800. He stated that the authorizing signature belonged to [redacted] however, he again denied ever actually seeing this voucher prior to this interview.

[redacted] was asked if he remembered that there came a time when a new Comptroller was assigned to DR-4020/4031 and he said that he did. He believed that it was a red haired guy. When provided the name of [redacted] Szmyr stated "*that name sounds correct.*"

[redacted] was asked if he recalled the name of the Travel Manager, [redacted] who was the official who questioned [redacted] vouchers because she found out he resided within 50 miles of his duty station, but had been placed in travel status. [redacted] confirmed that he did.

Mr. [redacted] was asked if [redacted] ever contacted him regarding the disputed voucher and he stated no; however, he remembered conversations about the voucher and hearing that someone was going to take care of it but did not remember who said it. He indicated that it was either [redacted] who said it because they were in the office next to him when the conversation took place.

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[redacted] asked if when winding down deployment operations if he ever gave an order to let someone go and he stated no. According to [redacted] made the decisions on who to release and when those releases were to take place.

[redacted] was vaguely aware the [redacted] was transferred to Kirkwood in early March 2012; however, he denied knowing that it had anything to do with [redacted] travel vouchers being rejected. He believed that [redacted] was sent there to close down operations. When questioned why [redacted] was demobed from that location if there were still duties to be performed, when he had the same title/duties as [redacted] was unable to provide a response.

[redacted] was also vague in his recollection of [redacted] being suddenly demobed from the Kirkwood OFO after the Comptroller heard of the transfer and cancelled the move, and [redacted] subsequent move to the Lake Placid, New York OFO. He recalled [redacted] being there, but was unaware of the reasons, unless it was in response to another logistics official, [redacted] who was removed from his post in Lake Placid, possibly due to child pornography found on his work computer.

[redacted] was asked if he was aware of the MapQuest route submitted by [redacted] in some of his vouchers which showed a distance of approximately 52.5 miles from his ROR to the Hewlett OFO, or if he spoke to anyone about the routes, and he stated no.

At the conclusion of the interview, [redacted] drafted the signed, sworn statement (attached).

(Attachments)

Investigator	
Signature: [signature]	Date: January 22, 2018
Typed Name: David R. Stupar	

Approving Official	
Signature: [signature]	Date: 1/23/18
Typed Name: Owen Igo	

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current on

TRAVEL VOUCHER (Read the Privacy Act Statement on the back)	1. DEPARTMENT OR ESTABLISHMENT, BUREAU DIVISION OR OFFICE: DAE/R-2/LOG	2. TYPE OF TRAVEL: [X] TEMPORARY DUTY [ ] PERMANENT CHANGE OF STATION	3. VOUCHER NO.
			4. SCHEDULE NO.

5. TRAVELER PAYEE

a. NAME (Last, first middle initial)	b. SOCIAL SECURITY NO.	6. PERIOD OF TRAVEL: a. FROM	b. TO
[redacted] V-NONE	[redacted]	02/14/2012	02/27/2012
c. MAILING ADDRESS (Include ZIP Code): [redacted] WEST NYACK, NY 10994	d. OFFICE TELEPHONE NO. [redacted]	7. TRAVEL AUTHORIZATION: a. NUMBER(S) EMN-2012-TG-4020	b. DATE(S)
e. PRESENT DUTY STATION: HEWLETT, NY ✓	f. RESIDENCE (City and State): WEST NYACK, NY	10. CHECK NO.	

8. TRAVEL ADVANCE		9. CASH PAYMENT RECEIPT		11. PAID BY
a. Outstanding		a. DATE RECEIVED	b. AMOUNT RECEIVED $	
b. Amount to be applied		c. PAYEE'S SIGNATURE		
c. Amount due Government (Attached) [ ] Check [ ] Cash				
d. Balance outstanding				

12. GOVERNMENT TRANSPORTATION REQUESTS, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH (List by number below and attach passenger coupon. If cash is used show claim on reverse side.)

I hereby assign to the United States any right I may have against any parties in connection with reimbursable transportation charges described below, purchased under cash payment procedures (FPMR 101-7) — Traveler's Initials

AGENT'S VALUATION OF TICKET (a)	ISSUING CARRIER (Initials) (b)	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL: FROM (e)	TO (f)

COMMENTS: TRAVELER PREPARED WORKSHEET, TDY CONTINUES, GWEN STAPLETON 02-28-12 516-295-8456

13. I certify that this voucher is true and correct to the best of my knowledge and belief and that payment or credit has not been received by me. When applicable, per diem claimed is based on the average cost of lodging incurred during the period covered by this voucher.

TRAVELER SIGN HERE [redacted] DATE 2/28/12 AMOUNT CLAIMED $ 2,881.01

NOTE: Falsification of an item in an expense account works a forfeiture of claim (28 U.S.C. 2514) and may result in a fine of not more than $10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287, id. 1001).

14. This voucher is approved. Long distance telephone calls, if any, are certified as necessary in the interest of the Government. (NOTE: If long distance telephone calls are included, the approving official must have been authorized in writing by the head of the department or agency to so certify (31 U.S.C. 680a).

APPROVING OFFICIAL SIGN HERE [redacted] DATE 3/6/12

17. FOR FINANCE OFFICE USE ONLY COMPUTATION

a. DIFFERENCES IF ANY (Explain and show amount) $

b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION Certifier's Initials $

c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol): $

d. NET TO TRAVELER $

15. LAST PRECEDING VOUCHER PAID UNDER SAME TRAVEL AUTHORIZATION

a. VOUCHER NO.	b. D.O. SYMBOL	c. MONTH & YEAR

16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT

AUTHORIZED CERTIFYING OFFICIAL SIGN HERE DATE

18. ACCOUNTING CLASSIFICATION

2012-06-4020DR-9024-OBJ-2100D

1012-114

STANDARD FORM 1012 (REV. 10-77)
Prescribed by GSA FPMR (41 CFR) 101-7

Swindells 2-27-12.xlsx

TRAVEL VOUCHER INFORMATION — VERSION 7 / REVISION DATE October 20, 2011

TRAVELER INFORMATION
FULL NAME [redacted]
ADDRESS [redacted]
West Nyack, N.Y. 10994

TRAVEL AUTHORIZATION NUMBER OR DISASTER NUMBER: DR-4020-NY

THIS VOUCHER BEGINS: IN TRAVEL STATUS — CLICK HERE TO CHANGE
THIS VOUCHER ENDS: IN TRAVEL STATUS — CLICK HERE TO CHANGE

AIR TRAVEL/COMMON CARRIER INFORMATION [redacted]
DESTINATION CITY FOR EACH FLIGHT

NOTE AREA - TYPE INFORMATION FOR THE VOUCHER PREPARER OR FFC IN THIS BOX
Hewlett $142/66

HOW DO WE CONTACT YOU?
OFFICE PHONE
CURRENT PHONE [redacted]
HOME PHONE
OR OTHER PERMANENT PHONE NUMBER

LOCATION/REGION/OFFICE ORGANIZATION/PROGRAM SUPERVISOR: Region 2 [redacted]

Work e-mail address [redacted]
Personal e-mail address [redacted]

SSN (LAST 4 DIGITS ONLY) [redacted]
V Number: N/A

ENTER START DATE IN CELL A20 AS MM/DD/YY

ATTACH A SEPARATE SHEET IF NECESSARY

DAILY LOG OF EXPENSES

DATE	POV MILEAGE	POV MILEAGE RATE	LODGING	LODGING TAX	TDY DUTY STATION COUNTY OR CITY		M&IE ALLOWANCE	ATM AMOUNT WITHDRAWN	JPMC ATM FEE	DISPENSING ATM ACCESS FEE	MISC EXPENSE	DESCRIBE MISC EXPENSE	FUEL FOR RENTAL VEHICLE	RENTAL VEHICLE	AIRLINE TRAIN OR BUS TICKETS	NATIONAL TRAVEL FEE	PHONE	LAUNDRY
		0.51																
2/14/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/15/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/16/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/17/12		0.00	130.00		Hewlett	NY	66.00		0.00				57.62					
2/18/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/19/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/20/12		0.00	130.00		Hewlett	NY	66.00		0.00									15.00
2/21/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/22/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/23/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/24/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/25/12		0.00	130.00		Hewlett	NY	66.00		0.00									
2/26/12		0.00	130.00		Hewlett	NY	66.00		0.00				49.39					
2/27/12		0.00	130.00		Hewlett	NY	66.00		0.00									15.00
2/28/12		0.00							0.00									
2/29/12		0.00							0.00									
3/1/12		0.00							0.00									
3/2/12		0.00							0.00									
3/3/12		0.00							0.00									
3/4/12		0.00							0.00									
3/5/12		0.00							0.00									
TOTAL		0.00	1,820.00	0.00			924.00		0.00	0.00	0.00		107.01	0.00	0.00	0.00	0.00	30.00

Amount to be paid to JPMorgan Chase: $1,820.00
Amount to be paid to you: $1,061.01
Grand Total for Voucher: $2,881.01

[redacted] TDY vouchers

	Ending date	TDY location	Mileage from home	Amount paid total	Entitled Yes/No	Remarks collections due
1	24-Jul-11	Onondaga County, NY	237 miles	$ 4,090.38	yes	
2	7-Aug-11	Onondaga County	237 miles	$ 2,773.34	yes	
3	21-Aug-11	Onondaga County	237 miles	$ 4,449.19	yes	
4	25-Aug-11	Onondaga County	237 miles	$ 751.58	yes	
5	10-Sep-11	Onondaga County	237 miles	$ 2,456.11	yes	
6	16-Sep-11	Albany	133 miles	$ 2,860.86	yes	
7	7-Oct-11	Binghamton	160 miles	$ 1,913.21	yes	
8	23-Oct-11	Hewlett	45 miles	$ 3,059.34	no	$ 3,059.34
9	6-Nov-11	Hewlett	45 miles	$4,167.44	no	$4,167.44
10	20-Nov-11	Hewlett	45 miles	$ 3,093.77	no	$ 3,093.77
11	4-Dec-11	Hewlett	45 miles	$ 4,244.22	no	$ 4,244.22
12	18-Dec-11	Hewlett	45 miles	$ 2,970.18	no	$ 2,970.18
13	2-Jan-12	Hewlett	45 miles	$ 4,183.64	no	$ 4,183.64
14	16-Jan-12	Hewlett	45 miles	$ 2,880.80	no	$ 2,880.80
15	30-Jan-12	Hewlett	45 miles	$ 4,003.51	no	$ 4,003.51
16	13-Feb-12	Hewlett	45 miles	$ 2,878.71	no	$ 2,878.71
17	27-Feb-12	Hewlett	45 miles	$ 2,881.01	no	Not paid current claim
						$ 31,481.61

[redacted]

[redacted]

[redacted]

Today is kens day off. He was the one who work last weekend when we only had 1 log and 1 IT. What would you like to do?

[redacted]

[redacted]

Subject: Movement of personnel

Please have [redacted] switch positions effective Saturday October 8th (Ken to move to Kirkwood and [redacted] to move to Hewlett) and retain their positions . Thank you very much for your cooperation.
T[redacted]

[redacted]

[redacted]

Please have [redacted] switch positions effective Saturday October 8th (Ken to move to Kirkwood and [redacted] to move to Hewlett) and retain their positions . Thank you very much for your cooperation.

[redacted]

[redacted]

4th email

-----Or[redacted]-----

[redacted]

I would like for them to pack up their hotels tonight and check out in the morning (Saturday) and move to their new locations, thansk

[redacted]

Today is kens day off. He was the one who work last weekend when we only had 1 log and 1 IT. What would you like to do?

[redacted]

[redacted]

Subject: Movement of personnel

Please have [redacted] switch positions effective Saturday October 8th [redacted] to move to Kirkwood and Paul to move to Hewlett) and retain their positions . Thank you very much for your cdoperation.

[redacted]

000026

[redacted]

[redacted]

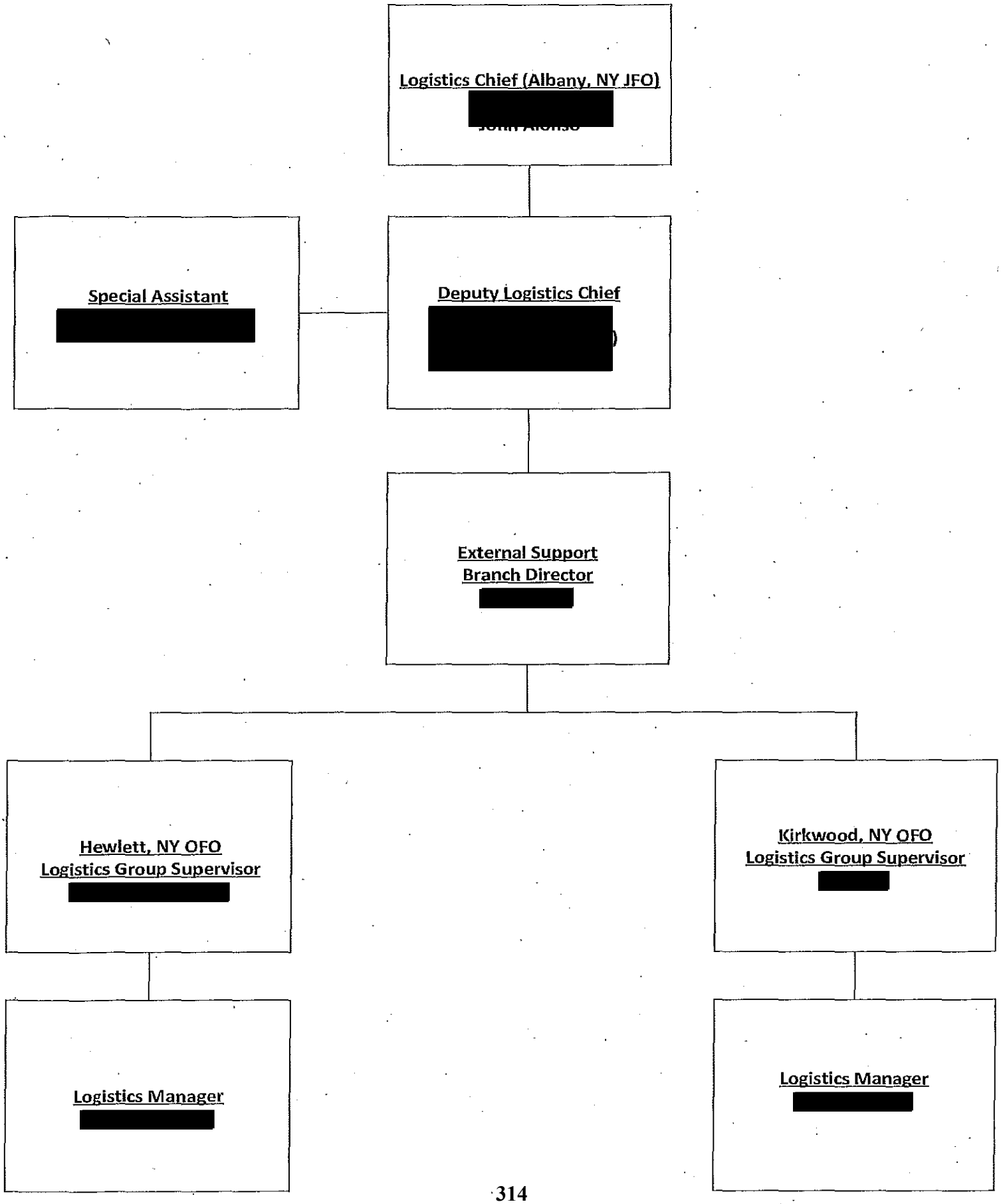
[redacted]

The staff at the Nassau OFO were all here @ 7:00 am.. they might NOT have done shit!!. But they all showed up for work.

Myself or bobby byrd will send you this info every morning by 7:15. If that is good with you ?

[redacted]

DR-4020 Org Chart Exhibit



FEMA

NON-DISCLOSURE NOTICE MEMORANDUM

You are assisting in an ongoing official inquiry being conducted on behalf of the Federal Emergency Management Agency (FEMA). As this inquiry is sensitive in nature, you are hereby instructed not to disclose information relating to this official inquiry to any other person(s), except as may be appropriate under applicable law.

Failure to comply with this directive may subject you to disciplinary action under appropriate charges, such as failure to follow instructions or interfering with or impeding an official investigation.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

[redacted]

1/17/18
Date

1-17-18
Date

Date

Beckwith / Garrity Advice of Rights

FEMA

You are being interviewed as part of a Department of Homeland Security, Federal Emergency Management Agency official investigation. Questions will be related to the performance of your official duties.

Anything you say may be used against you as evidence in an administrative or criminal proceeding.

If you have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you have the right to remain silent and your failure to answer will not be used against you as evidence in an administrative or criminal proceeding.

If you do not have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you must answer and may be subject to administrative disciplinary action, up to and including removal, for failing to do so.

[redacted]

[redacted]

FEMA

Sworn Statement

Date/Time: 1/17/18 11:00 a.m. Location: ORLANDO JFO

County of: ORANGE State of: FLORIDA

[redacted]

SHOWN AN EMAIL DATED 10-6-2011 IN WHICH I ORDERED SWAB OF [redacted] & [redacted]. I DO NOT REMEMBER THE SITUATION OF EVEN WRITING THE EMAIL OR TO WHOM DIRECTED ME TO WRITE SAID EMAIL. I TOLD [redacted] THAT IF I HAD TO GUESS IT WOULD BE FROM SOMEONE THAT WAS CCD. G[redacted] I WAS AWARE OF THE FACT THAT [redacted] WAS ON TRAVEL STATUS. I WASN'T AWARE THAT HE LIVED WITHIN 50 miles of the HERMITAGE JFO. IN FEBRUARY I OVERHEARD A CONVERSATION PERTAINING TO A VOUCHER FROM [redacted] THAT WAS IN QUESTION AND SOMEONE, WHOM I DO NOT RECALL, SAYING THEY WOULD TAKE CARE OF IT. GUESSING I

IMPORTANT NOTICE

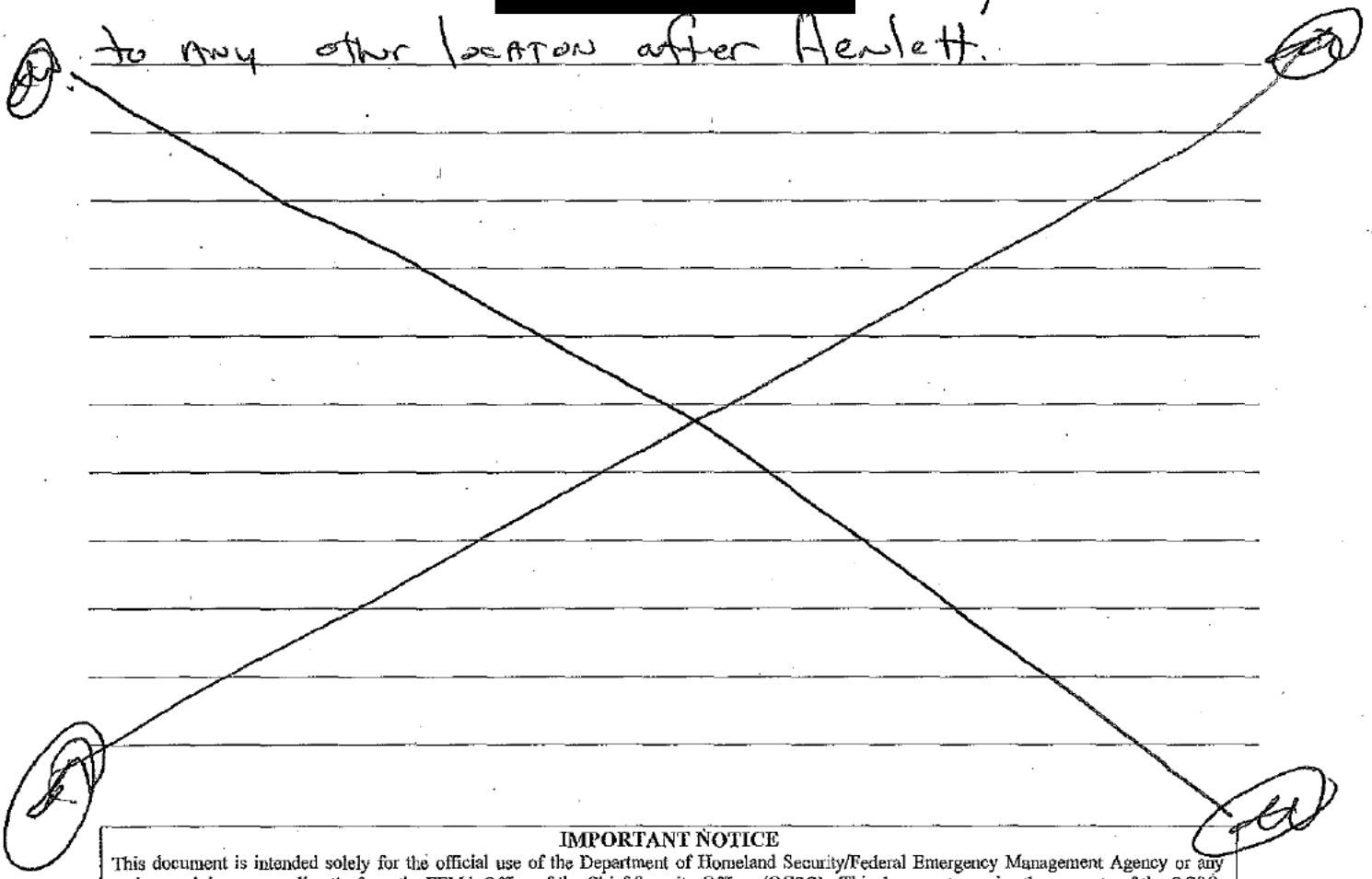
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FEMA

Sworn Statement

STATEMENT of _____

I would say [redacted]
I believe that the Conversation about the Voucher was
A question about [redacted] living within the 50
miles of his Duty Station. I was asked By the Stagen
if I recall a Mapquest for the 50 mile for Mr.
[redacted] and I do not recall that happening.
I do not recall [redacted] being Transferred
to any other location after Henlett.



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Init _____

FEMA

Sworn Statement

STATEMENT of [redacted]

Federal Employees: *Please read the following carefully before you sign this page and initial each preceding page:*

- *I have been informed and I understand that my statement results from an official investigation involving matters relating to my official duties as a federal employee.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for disciplinary action which may result in my removal from federal service.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for criminal prosecution.*
- *I understand that information contained in my statement may be disclosed (in whole or in part) to persons officially determined to have a "need to know" including decision makers and any subjects of the investigation (persons who may receive disciplinary or other personnel action as a result of my statement, or as a result of the overall findings of the investigation).*

A false statement on any part of this declaration or attached forms or sheets may be punished by a fine or imprisonment (Title 18 U.S. Code § 1001).

I have read this statement of 3 pages. It is true, accurate, and complete to the best of my knowledge and belief. I have been given an opportunity to make any corrections, additions, or deletions.

[redacted]

Department of Homeland Security

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Exhibit #38

MEMORANDUM OF ACTIVITY

FEMA

Type of Activity: Interview of [redacted]

Case Number: 200-2017	*Case Title*: [redacted]

On January 25, 2018, Special Agent [redacted] Fraud & Internal Investigations Division (FIID), Office of the Chief Security Officer, Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted an interview with [redacted], PFT, IT Branch Chief, at the FEMA offices located at 26 Federal Plaza, New York, New York. Also present during the interview was Investigator Charles Arnone, OCSO/FIID.

After being apprised of the identity of the interviewing officials, the nature of the investigation, and voluntarily signing a FEMA Non-Disclosure Agreement & Beckwith/Garrity Advice of Rights form, [redacted] voluntarily provided the following information:

[redacted] has been with FEMA since September 2001. His direct supervisor is [redacted] and confirmed he currently holds a TS/SCI security clearance.

[redacted] confirmed that he was assigned to DR-4020/4031 in the greater New York area in the fall of 2011, and that he was demobed back to the region probably sometime before the end of November 2011. [redacted] was shown a number of organizational charts (org chart) that were gathered during this investigation to include an abbreviated org chart created by the reporting agent which he confirmed were all correct to the best of his recollection. [redacted] also confirmed his title during this event as Logistics Chief (Senior Logistics Official), for which he shared the position at times with [redacted]

When questioned surrounding the circumstances of the sudden transfer/swap of [redacted] confirmed that the swap was made suddenly on the evening of Thursday, October 6, 2011; however, he had every intention to eventually bring [redacted] down to the Hewlett OFO due to [redacted] living in the area and being close to home. [redacted] was then given a synopsis of events that occurred the morning of Thursday, October 6, 2011 wherein [redacted] was late for pick-ups at three DRC's that morning, and contacted and questioned via cellphone by [redacted] as to his ([redacted] whereabouts, and why he was late when a team from Albany, driving over three hours to the first pick-up, was on-time at each location. [redacted] confirmed the series of events, but again, stated those events were not the sole reason for the transfer/swap of [redacted] and [redacted] but mainly to get [redacted] closer to home.

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When questioned whether the transfer was done to save money, [redacted] stated "*yes, absolutely.*"

[redacted] was then shown a copy of his *sworn* EEO testimony, arising from an EEO complaint filed by [redacted] due to his sudden transfer to Kirkwood, dated October 23, 2012. A portion of [redacted] statement read "I recall having a conversation with [redacted] during which he informed me that the Long Island Office was much closer to his home than the Binghamton (Kirkwood) office, but that he was right near the 50-mile limit. Therefore, [redacted] prospective transfer to the Long Island office would save the government per diem, hotel, and travel expenses on a daily basis. I recall telling him that I could obtain approval from the Comptroller for [redacted] to be in travel status for the purpose of securing a rental car, as I believe he was working 12-hour days, a portion of his travel expenses were authorized. [redacted] transfer to the Long Island office would still save the government tens-of-thousands in hotel and per diem expenses. I recall that a new comptroller scrutinized [redacted] travel status, but I do not know the outcome.

I believe that [redacted]r. [redacted] transfer, like [redacted] was proposed as a purely budgetary consideration. I also believe that it was merely a coincidence that it occurred the same day after the investigation into the breakfast comment. As I recall, [redacted] was not reprimanded or written up or otherwise punished in any way, and that the move to a different office was a lateral move designed to save the government money, which happens frequently in our work. It is not unusual for an employee to be given only 24 hours' notice to move locations."

Upon reviewing the above statement, [redacted] answered "*yes, save money and* [redacted] *skill set, bottom line. He is closer to home, this is correct.*"

[redacted] was then questioned who authorized [redacted] initial travel status for which [redacted] answered "*It may have been me.*" [redacted] was also asked if he recalled how long [redacted] commuted from his ROR to the Hewlett OFO before he was placed in full travel status. [redacted] answered "*I believe it was two or three weeks." At some point,* [redacted] *and I discussed the long hours, safety considerations, and traffic issues, but the original intent was to get him closer to home and save the government money.*"

[redacted] was then shown a number of emails dated Friday, October 7, 2011, between [redacted] and [redacted] wherein they discussed his impending transfer from the Kirkwood OFO to the Hewlett OFO. At 2:30 pm, [redacted] writes "Sorry, if worse comes to worse I can always come back, and I just realized that Hewlett is 47.9 miles from my house through city traffic, oh well."

At 2:31 pm, [redacted] responds "Ok. So FYI. No hotel, I'm sorry…Will have to commute daily." After reviewing the emails, [redacted] answered "*our intent was to keep him safe, no accidents, this agency doesn't care about their employees. My intent was to get him off per diem.*"

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[redacted] was then shown an email dated Friday, October 7, 2011, at 3:04 pm, just 33 minutes after the prior email, where [redacted] provides an attached MapQuest map showing the distance from [redacted] ROR to the Hewlett OFO as 52.51 miles. [redacted] was questioned regarding his recollection of that email for which he answered "*I don't recall.*"

[redacted] was then provided with information that MapQuest has three suggested routes from [redacted] ROR to the Hewlett OFO for which the shortest is only 45.1 miles and the longest is still less than 47 miles. [redacted] initially stated that there was a bridge that was out during that time requiring [redacted] to take a longer route. [redacted] was then shown an exhibit that was a historical listing of road closures during Hurricane Irene for the month of October 2011, wherein it was pointed out that no roads or bridges were closed between [redacted] ROR and the Hewlett OFO. After reviewing the document, [redacted] confirmed that the information was probably correct and he confirmed that he was not personally aware of any closures and never drove that particular route himself to confirm any detours or heavy traffic.

[redacted] was shown an enhanced, enlarged MapQuest map, initially provided by [redacted] to Sw[redacted] that appears to show the 45.1 mile route intentionally manipulated to increase the distance from 45.1 miles to 52.51 miles. Asked if he recalled the map, [redacted] stated "*I don't recall.*" When asked if he provided the altered map to [redacted] with instructions to give to [redacted] answered "*I don't recall, maybe...*"

[redacted] was provided testimony given by another witness that stated that there might have been a group meeting that occurred between the 2:31 pm email and the 3:04 email wherein the altered map was created. [redacted] confirmed that the senior logistics staff all sat together in the same small area, and that it probably would have included himself, [redacted] map, looking at time and miles, stating "*I don't recall the meeting.*" When asked if he personally created the map, [redacted] stated "*I could have, it's possible, I don't recall.*" When asked who would have created the map, [redacted] stated that it wouldn't have been [redacted], but could have been either himself, [redacted].

[redacted] was then provided a voucher for [redacted] for expenses between October 10, 2011 through October 23, 2011. The voucher shows that [redacted] never commuted from his ROR to the Hewlett OFO and that he went into full travel status checking into his hotel on Monday October 10, 2011 (Columbus Day Gov't Holiday) after spending the weekend at his home residence. [redacted] agreed that the authorizing signature on this first voucher was his own. [redacted] was asked to explain how [redacted] and he ([redacted] could have made arguments about heavy traffic/construction/bridge closures when [redacted] never commuted even one day before reporting to [redacted] [redacted] stated "*I may have had conversations with the Comptroller* ([redacted]..." [redacted] agreed that his earlier testimony regarding [redacted] attempting the commute before they placed him in full travel status was

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incorrect. [redacted] was also questioned about his sworn earlier testimony to the EEO Investigator wherein he provided testimony that he moved [redacted] to the Hewlett OFO to save money and keep [redacted] out of full travel status. [redacted] answered "*Taking again safety decisions, I would have made the same decision. What are we talking about here, 5 miles? The intention was to save money and keep him near his home.*" When asked when [redacted] was eventually taken out of full travel status to save the government money, [redacted] was unable to provide an answer.

When questioned about tolls and hours for [redacted] [redacted] stated that per his prior testimony to the EEO investigator, he believed that [redacted] was working 12+ hour days, and that the tolls were more than $100 each week.

[redacted] was shown an email, dated just two days after [redacted] reported to [redacted] that showed his core hours starting at 10:30 am, and finishing an 8-hour shift at 7:00 pm, which he acknowledged were outside of the normal rush hour traffic. [redacted] was also show copies of [redacted] WebTA records that showed only 1.5 hours of overtime each day for the first few weeks during his transfer to [redacted] and then only 8-hour days thereafter. He was also shown a listing of NYC area tolls showing current tolls from S[redacted] ROR to [redacted] would be approximately $88 per week with a toll transponder. [redacted] confirmed that these records were probably correct and his assumption that [redacted] was working 12+ hour days was incorrect as was his statement about the toll rates.

[redacted] was then questioned about [redacted] troubles with February 2012 voucher which had been audited by the new Comptroller, [redacted] [redacted] and the travel manager, [redacted] [redacted] who found that [redacted] was actually within 50 miles of his residence, and therefore should not have been in travel status. [redacted] confirmed that even though he was not deployed at this time, that [redacted] may have reached out to him regarding the issue. [redacted] stated he did not recall that [redacted] eventually paid approximately $4,300 out of his own pocket due to his voucher being rejected and that he felt bad about it. He was also not aware that [redacted] eventually transferred [redacted] back to the [redacted] OFO and then to the Lake Placid OFO, but stated that [redacted] calls him all the time looking for work and asking if there is any work on the horizon, so it would not have been unusual for [redacted] to move [redacted] to Kirkwood and Lake Placid.

Asked if he initially met with the first Comptroller, [redacted] [redacted] regarding [redacted] first voucher and approval for payment, [redacted] stated "*Yes I did, I must have had a conversation, and we were literally only talking 2-3 miles.*" [redacted] stated, "*I can't believe we are here talking today over just a couple of miles.*" When told [redacted] incurred over $35,000 in travel reimbursements, and that the whole reason he was supposedly originally transferred was to save money, [redacted] stated he understood, but he was only thinking about the safety and well-being of his employees.

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At the conclusion of the interview, [redacted] drafted the signed, sworn statement (attached).

(Attachments)

In[redacted]	
Signature: [redacted]	Date: January 28, 2018
Typed Name: [redacted]	

A[redacted]	
Signature: [redacted]	Date: 1/29/18
Typed Name: [redacted]ief	

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Failure to comply with this directive may subject you to disciplinary action under appropriate charges, such as failure to follow instructions or interfering with or impeding an official investigation.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

[redacted]

11/25/17
Date

Investigating Official's Signature

1/25/17
Date

Union Representative (if applicable)

Date

Beckwith / Garrity Advice of Rights

FEMA

You are being interviewed as part of a Department of Homeland Security, Federal Emergency Management Agency official investigation. Questions will be related to the performance of your official duties.

Anything you say may be used against you as evidence in an administrative or criminal proceeding.

If you have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you have the right to remain silent and your failure to answer will not be used against you as evidence in an administrative or criminal proceeding.

If you do not have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you must answer and may be subject to administrative disciplinary action, up to and including removal, for failing to do so.

[redacted]

[redacted]

(Witness Printed Name)

(Witness Signature)

(Date / Time)

FEMA

Sworn Statement

Date/Time: 1/25/17 Location: 26 Federal Plaza New York NY

County of: New York State of: NY

I, [redacted], hereby make the following free and voluntary sworn statement to:

[redacted], who has identified himself/herself to me as a Special Agent/Security Specialist with the Office of the Chief Security Officer, Federal Emergency Management Agency, U.S. Department of Homeland Security. This statement is made without threat, coercion, offer of benefit, or favor by any person or persons.

AS [redacted] Supervisor I had a roll in authorizing Paul to work in the Hauppauge CFO. This was to get [redacted] closer to his residence. The original intent was to [redacted] off of travel status because of proximity to his home. Because of [redacted] proximity and distance it was determine because of safety [redacted] to go on to travel status. [redacted] had no criminal intent to defraud the government nor did leadership. This was simply the safety of the employee while trying to keep him near his residence. We had all intentions to save the government money but as circumstance had that safety was paramount while making a determination. [redacted] is a good employee with no intent to defraud the government. Sending an employee there that

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FEMA

Sworn Statement

STATEMENT of [redacted] J [redacted] [redacted]r
(Print Name)

traffic would of been negligent at the time. the decision to make the switch at first was to get him closer at home. Not knowing where exactley he lived played a role. It just so happen that his residence was on the verge of 50 miles range.. A map was created to show a distance of over 50 miles. Im not sure who created the map. (1a) ~~but this was it~~. Members of leadership (myself [redacted] [redacted]) were in that role at the time. I dont reall who provided the mapquest that made [redacted] residence beyond 50 miles. It does appear that moving the routes may have been done to get the map beyond the 50 miles. This may have been done for traffic considerations.. Members of leadership [redacted] wanted to help [redacted] commute of over 2 hours in NYC traffic one way.. [redacted] nor leadership did not want to defraud the [redacted]

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Sworn Statement

STATEMENT of [redacted] (Print Name)

There was no intent to defraud the government. [redacted] Safety was the primary concern when making this decision. In all my 17 years at FEMA this is the first case where this has been questioned of my judgment. I have commute. One way would have been a tremendous burden. [redacted] is on the road alot. Getting [redacted] near his home was only added for his ~~office~~ home life workplace balance. This was our sole intention. This job has many stresses in life. (personal life) having a balance would support the employee and the operation.

I recall [redacted] reaching out to me in March 2012 about a voucher rejection. He ask if I could check the status of the voucher. Which I did ask for a status per his request.

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FEMA

Sworn Statement

STATEMENT of [redacted]
(Print Name)

Federal Employees: *Please read the following carefully before you sign this page and initial each preceding page:*

- *I have been informed and I understand that my statement results from an official investigation involving matters relating to my official duties as a federal employee.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for disciplinary action which may result in my removal from federal service.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for criminal prosecution.*
- *I understand that information contained in my statement may be disclosed (in whole or in part) to persons officially determined to have a "need to know" including decision makers and any subjects of the investigation (persons who may receive disciplinary or other personnel action as a result of my statement, or as a result of the overall findings of the investigation).*

A false statement on any part of this declaration or attached forms or sheets may be punished by a fine or imprisonment (Title 18 U.S. Code § 1001).

I have read this statement of 4 pages. It is true, accurate, and complete to the best of my knowledge and belief. I have been given an opportunity to make any corrections, additions, or deletions.

(Signature)

Subscribed and sworn (or affirmed) to before me this 25 (Day) of January (Month), 20 18 (Year)

at 26 Federal Plaza (City), NYC (State)

[redacted]

[redacted]
Print Name

Special Agent / Security Specialist
Office of the Chief Security Officer
Federal Emergency Management Agency
Department of Homeland Security

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Exhibit #39

MEMORANDUM OF ACTIVITY

FEMA

Type of Activity: VTC Interview of [redacted]

Case Number: 200-2017	*Case Title*: [redacted]

On January 23, 2018, Special Agent [redacted], Fraud & Internal Investigations Division (FIID), Office of the Chief Security Officer, Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted a Video Teleconference (VTC) interview with [redacted] Core, External Support Branch Director, IMAT East 1, FEMA/DHS, who was located at the Austin, Texas Joint Field Office (JFO), DR-4332. Also present at the JFO during the interview was [redacted] Security Manager, OCSO-Field Operations Division (FOD), DR-4332, Austin, TX.

After being apprised of the identity of the interviewing officials, the nature of the investigation, and voluntarily signing a FEMA Non-Disclosure Agreement & Beckwith/Garrity Advice of Rights form, [redacted] voluntarily provided the following information:

[redacted] has been with FEMA since October 2006, initially serving as a Local Hire, then a DAE/Reservist, and since 2014 as a Core. His direct supervisor is [redacted], Logistics Section Chief, IMAT East 1.

[redacted] confirmed that he was assigned to DR-4020/4031 in the greater New York area in the fall of 2011 and winter/spring of 2012. [redacted] was shown a formal organizational chart, and a modified, condensed organizational chart (org chart) created by the reporting agent which he confirmed were both correct to the best of his recollection, and confirmed his title during this event as Logistics Group Supervisor for the Kirkwood, New York Operations Facility Office (OFO).

[redacted] also confirmed his chain of command up to the Co-Logistics Chiefs, [redacted] and [redacted] Alonso.

When questioned surrounding the circumstances of the sudden transfer/swap of [redacted] and [redacted] direct reports to both [redacted] and his counterpart, [redacted] at the Hewlett, NY OFO, Cole vaguely recalled that the "suddenness" of the transfer may have had something to do with [redacted] "*messing up a movement of equipment*" on or about October 6, 2011. When shown an email from [redacted], dated Thursday, October 6, 2011 at 8:30 pm, [redacted] recalled the event with a little more clarity, but confirmed that he received no forewarning from senior logistics management prior to the late evening email. [redacted] confirmed that people are moved around all the time, but he could not provide any examples from his career with FEMA wherein two individuals with the same duties and titles were swapped late at night with only 24 hours to transfer to their new TDY locations.

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[redacted] may have heard through the grapevine from a supervisor about [redacted] "breakfast comment" made to another logistics driver as to why they were late to a pick-up. [redacted] confirmed that [redacted] had a couple of conversations with him after arriving in Kirkwood, and that [redacted] was upset about the transfer, and that he thought he had been suddenly transferred to the Kirkwood OFO due to his race, and because of some bad blood between himself and [redacted] due to [redacted] tardiness during the equipment movements on the morning of October 6, 2011, and the poorly worded "breakfast comment" that apparently got back to [redacted]

[redacted] recalled having a conversation in which he encouraged [redacted] to file an EEO complaint if he truly felt he was being treated unfairly due to his race. Cole remembered giving sworn statements to an EEO investigator at some point long after the OFO shut down, but does not know the outcome of that particular complaint.

[redacted] also understood that [redacted] was being transferred to the Hewlett OFO due to the fact that he lived close to this facility and would therefore not be incurring travel expenses. This was common practice during deployments to save on expenses.

[redacted] stated that he was never aware that [redacted] remained in travel status after his transfer until he heard about some voucher issues [redacted] was having from [redacted] during casual conversations. [redacted] admitted he was surprised to hear [redacted] was placed in travel status as it was his understanding that [redacted] lived within 50 miles of the Hewlett OFO.

Although he was told by the reporting agent that [redacted] was suddenly transferred back to the Kirkwood OFO after a February 2012 voucher was rejected due to the 50-mile rule, [redacted] seemed surprised, stating "*I don't recall* [redacted] *ever coming back to Kirkwood.*" When informed that [redacted] vouchers show him checking in, and staying at a local hotel near Kirkwood for the time period of March 6-8, 2012, [redacted] again responded "I just have no recollection of him ever coming back to Kirkwood."

[redacted] also confirmed his knowledge of [redacted] being demobed from his position in early February 2012, somewhat earlier than initially planned for the downsizing of the office. Initially [redacted] was given two weeks to demob, but he complained to senior officials outside his chain of command trying to get extended, and [redacted] the only Logistics Chief at that time, moved [redacted] demobilization date up by one week. [redacted] agreed [redacted] probably would not have been needed to back-fill [redacted] previous position due to instructions by the Comptroller at the time to start downsizing the OFO's.

[redacted] also stated that he was unaware that [redacted] was again suddenly transferred from the Kirkwood OFO to the Lake Placid, NY OFO. He believed the Lake Placid location was also closing down and the only reason he could fathom that [redacted] would have sent [redacted] to Lake Placid was

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to possibly fill the position occupied by [redacted] due to [redacted] sudden departure due to a criminal matter.

[redacted] stated that he would search his archived emails for any information regarding the dates of the closure of the Kirkwood OFO to help in this investigation (attached).

At the conclusion of the interview, [redacted] drafted the signed, sworn statement (attached).

(Attachments)

Inv[redacted] Signature: [redacted] Typed Name: [redacted]	Date: January 30, 2018

Approving Official Signature: [redacted] Typed Name[redacted]	Date: 1/30/18

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[redacted]

22 JAN 2018
Date

1/22/2018
Date

Date

Beckwith / Garrity Advice of Rights

FEMA

You are being interviewed as part of a Department of Homeland Security, Federal Emergency Management Agency official investigation. Questions will be related to the performance of your official duties.

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[redacted]

[redacted]

_____
(Witness Printed Name)

_____
(Witness Signature)

_____
(Date / Time)

FEMA

Sworn Statement

Date/Time: 23 JAN 2018 1804 Location: Austin DFO

County of: _____ State of: TX

[redacted], hereby make the following free and voluntary

[redacted], who has identified himself/herself to me as a Special Agent/Security Specialist with the Office of the Chief Security Officer, Federal Emergency Management Agency, U.S. Department of Homeland Security. This statement is made without threat, coercion, offer of benefit, or favor by any person or persons.

-on October 4th at 830 Pm I was Notified VIA Email To Swap Personal [redacted] and [redacted] was coming To Hitch with and [redacted] would Go To Long Island - The Reason for The Transfer was [redacted] would Be Local in Long Island and Kenneth was Having Personality Conflicts - with management - I was my understanding [redacted] Being Local was within 50 miles of the DFO. DF Dr AS I Recalled The Traveller Issues were Brought To my Attention By [redacted] Around late November early December This was a surprise To me since He was supposed To Be Local and Not in Travel Status - I was Not aware He

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FEMA

Sworn Statement

STATEMENT of [redacted]

Still in Travel Status once Remove To the Headlick ofc.

To the Best of my Recolection - I Don't Remember [redacted] Returning To Kirkwood Interim. After [redacted] was Demobed a week Early. Because He went outside of the chain of command to get Extended I Remember Packing up the office on Heading To Albany To Assist In moving The JFO.

I Don't Remember [redacted] Being Sent To Lake Placid JOC They were Also JOC closing Those Down. The only Reason I can Think of is That He went To Replace Colin Tillet The Lad That Left very Suddenly. So That He could Close Down The ofc. JOC JOC

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FEMA

Sworn Statement

STATEMENT of [redacted]
(Print Name)

Federal Employees: *Please read the following carefully before you sign this page and initial each preceding page:*

- *I have been informed and I understand that my statement results from an official investigation involving matters relating to my official duties as a federal employee.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for disciplinary action which may result in my removal from federal service.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for criminal prosecution.*
- *I understand that information contained in my statement may be disclosed (in whole or in part) to persons officially determined to have a "need to know" including decision makers and any subjects of the investigation (persons who may receive disciplinary or other personnel action as a result of my statement, or as a result of the overall findings of the investigation).*

A false statement on any part of this declaration or attached forms or sheets may be punished by a fine or imprisonment (Title 18 U.S. Code § 1001).

I have read this statement of 3 pages. It is true, accurate, and complete to the best of my knowledge and belief. I have been given an opportunity to make any corrections, additions, or deletions.

(Signature)

Subscribed and sworn (or affirmed) to before me this 23 (Day) of January (Month), 2018 (Year)

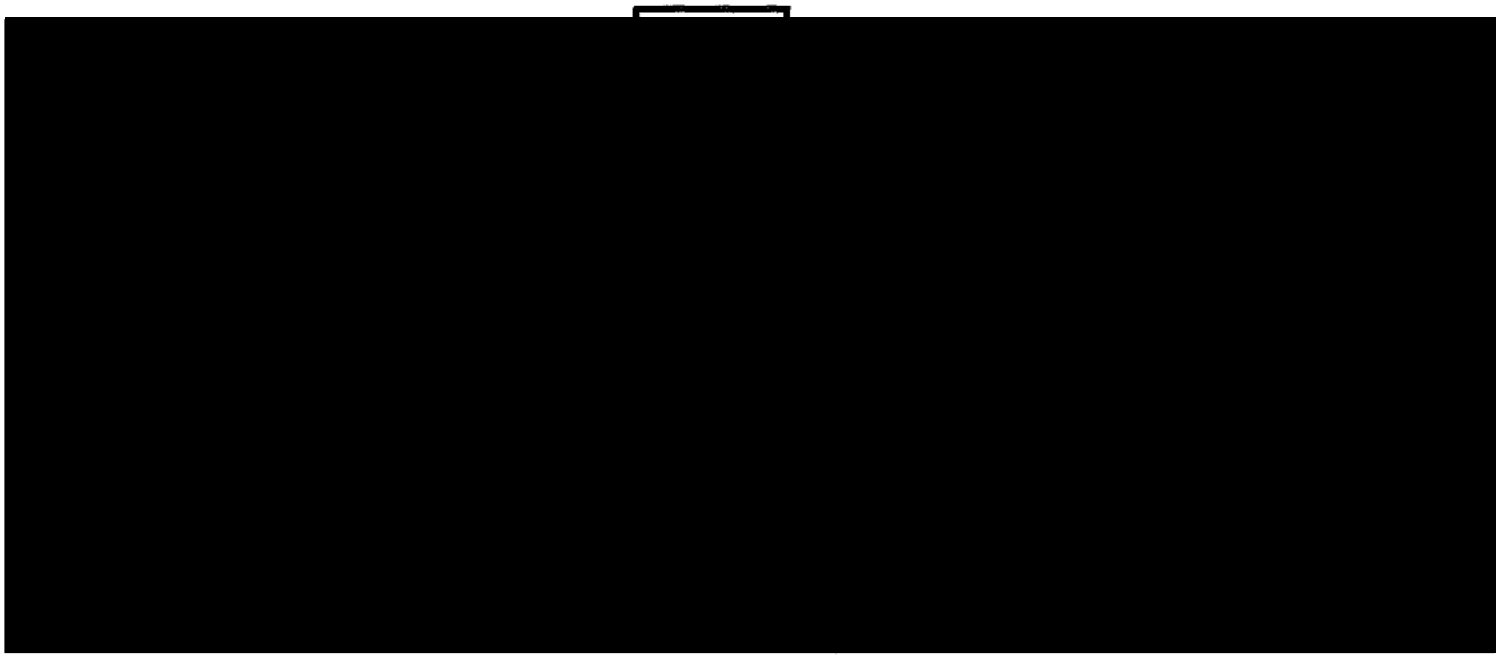
at Rushin (City), TX (State).

[redacted]

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DR 4020/4031 NY
Logistics Section



[redacted]

[redacted]

FYI

[redacted]

Subject: RE: Kirkwood office

[redacted] Just plan on the closing. We will be moving all PA staff to Albany at the end of June.

[redacted]

As soon as [redacted] concurs with your plan let me know so we can notify officially to GSA of the closing.

Thanks a lot

[redacted]

Good morning [redacted]

As you can see from below I have informed [redacted] with the state of NY, our intent to close the Kirkwood office at the end of June. The plan is to move any remaining staff and the very few project worksheets left to write back to Albany.

[redacted]
Subject: Kirkwood office

Good afternoon [redacted]

As we move toward the end of this disaster we would like to inform you that the staff in the Kirkwood office will be right sizing soon . I would like to plan a transition by the end of June to the JFO in Albany, and at some point shortly after that keep a very small staff to finish what is left if any to write.

[redacted]

Exhibit #40

FEMA

MEMORANDUM OF ACTIVITY

Type of Activity: Interview [redacted]

Case Number: 200-2017	*Case Title*: [redacted]

On January 25, 2018, Special Agent [redacted] Fraud & Internal Investigations Division (FIID), Office of the Chief Security Officer, Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted an interview with [redacted], PFT, Logistics Management Specialist, GS-13, at the FEMA offices located at 26 Federal Plaza, New York, New York. Also present during the interview was Investigator [redacted], OCSO/FIID.

After being apprised of the identity of the interviewing officials, the nature of the investigation, and voluntarily signing a FEMA Non-Disclosure Agreement & Beckwith/Garrity Advice of Rights form, [redacted] voluntarily provided the following information:

[redacted]r has been with FEMA since 2007 where she started with FEMA as a Reservist, and later becoming a PFT in 2009. She stated that she is married to [redacted] whom she wed in 2010, although no one was aware at the time that they were married. Her current direct supervisor is Jason Wind.

[redacted] confirmed she was assigned to DR-4020/4031 in the greater New York area in the fall of 2011 and the Winter/Spring of 2012. [redacted] was shown a number of organizational charts (org chart) that were gathered during this investigation to include an abbreviated org chart created by the reporting agent which she confirmed were all correct to the best of her recollection. [redacted] also confirmed her title during this event as Deputy Logistics Chief, for which she shared the position title/duties at times with [redacted]. Her husband, [redacted] was the Federal Coordinating Officer (FCO) during this event.

When questioned surrounding the circumstances of the sudden transfer/swap of [redacted] confirmed that the swap was made suddenly on the evening of Thursday, October 6, 2011; however, she believed that there were prior discussions to eventually bring [redacted] down to the Hewlett OFO due to [redacted] living in the area and being close to home. [redacted] was then given a synopsis of events that occurred the morning of Thursday, October 6, 2011 wherein [redacted] was late for pick-ups at three DRC's that morning. He was eventually contacted and questioned via cellphone by [redacted]) whereabouts, and why he was late when a team from Albany, driving over three hours to the first pick-up, was on-time at each location. [redacted] recalled the switch, but does not recall the events that transpired that morning.

When asked if she could provide an example of a switch taking place under the same or similar circumstances, [redacted] was unable to provide an answer.

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[redacted]rr stated that it was possible that the switch could have been legitimate, as it happens all the time; however, she was unable to provide the reporting agent any other example with similar facts and circumstances.

[redacted] was questioned regarding her relationship with [redacted] She acknowledged she has worked with him in the past at many different locations. [redacted] was provided a series of emails dated Friday, October 7, 2011, between herself and [redacted] starting at 8:54 am wherein she stated: "See look (sic) your dream came true..but now binghampton is really gonna s%ck."

At 2:30 pm, [redacted] replies: "Sorry, if worse comes to worse I can always come back, and I just realized that Hewlett is 47.9 miles from my house through city traffic, oh well."

At 2:31 pm, [redacted] replies: "Ok. So fyi. No hotel, im (sic) sorry..will have to commute daily."

[redacted] reviewed the emails, nodded, and acknowledged that she recalled the string of emails. "*I was following orders to do this.*" [redacted] was then questioned regarding her understanding of [redacted] travels, wherein she stated "He commuted, to the best of my knowledge." [redacted] was then shown an email dated the same day at 3:04 pm, just 33 minutes after her last email in which she told [redacted] that he would have to commute and would not be able to stay in a hotel. The new email stated: "See attached..use this for your travel in your new location if you have problems with the mileage." When asked to explain this email, [redacted] responded "*I was told to do that.*" "They were both there, I think they both told me." When asked to provide whom she was speaking about, she alluded to [redacted] and [redacted] the two chiefs; however, she would not specifically name them.

[redacted] and herself all worked together is one small area. After reviewing the org chart again, [redacted] stated "*I don't know why this was done.*"

[redacted] was then shown an enlarged MapQuest map of the route she previously provided to [redacted] in the above mentioned email that clearly showed that the most direct route from [redacted] ROR to the Hewlett OFO (45.1 miles) was altered to show a new distance of approximately 52.5 miles. When asked why she provided that route, [redacted] stated "*I do not recall, it has been awhile.*" [redacted] was then shown a historical listing of road closures due to Hurricane Irene for October 2011, and notified that none of the road closures listed on the document interfered with any of the three recommended MapQuest routes for [redacted] that were all under 50 miles. [redacted] responded "*I just don't know.*"

[redacted] was questioned regarding her knowledge of [redacted] eventually having his travel vouchers rejected in February 2012 due to an audit by the travel section in which he was found to be in travel status illegally due to living within 50 miles of his ROR. [redacted] denied any knowledge of this issue, stating "*I was gone by then.*" [redacted] was then shown an email dated Wednesday, October 12, 2011, two

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days after [redacted] reported to Kirkwood listing his standard work hours as 10:30 am – 7:00 pm each evening. [redacted] acknowledged that these were off-peak hours and outside of normal rush hour traffic.

[redacted]rr stated she was also unaware of [redacted] sudden transfer back to the Kirkwood OFO in early March 2012, after his voucher was rejected to the tune of $4,300. She was also unaware that [redacted] was removed from the Kirkwood OFO after only three days due to a dispute between the Comptroller, [redacted] who authorized the transfer, when that position had been ordered vacated due to downsizing almost 30 days prior. She was also unaware that [redacted] then transferred to Lake Placid, NY, allegedly to assist him with recovering some of his lost funds due to the cancelled voucher described above.

[redacted] was then referred back to the altered MapQuest document that she sent, via email, to [redacted] just 33 minutes after they both confirmed that he lived under 50 miles from the Hewlett OFO. [redacted] stated "*We are all in a group.*" Asked if she was instructed to give the altered document to [redacted] responded "*We were all together, I don't know exactly who gave the order.*"

[redacted] was then reminded that [redacted] never commuted even one day from his ROR to [redacted] and therefore any arguments about construction and traffic delays to receive a waiver were moot. When informed that clearly the MapQuest was fraudulent, [redacted] responded "*I don't know why we did this, I am not sure why it was done, I just don't know. There were a bunch of us, I just don't know. Things were crazy, I don't know, I don't recall.*"

[redacted]rr was informed that [redacted] informed the reporting agent that [redacted] had told him "we are going to take care of you, don't worry." [redacted] again responded "*I do not know who did the map, I don't remember who said to do this, don't do this, I don't know. It is possible someone gave me the order, I typed it, I don't know who created the map. I understand that my name is on the email. It's possible that* [redacted] *I just don't know how I got the map. I have had no other problems with FEMA. Skills were wanted, it was done for his benefit (*[redacted] *I did not make the map, but I did send the email, my name is on the email.*"

[redacted] acknowledged being aware that [redacted] lived under 50 miles from his ROR, and that she sent him an obviously fraudulent MapQuest map to use with his vouchers, which makes her culpable in a scheme to defraud the government of over $30,000 in travel reimbursements. [redacted] again denied being the author of the altered MapQuest map, and denied recalling who specifically could have given her the map with the orders to send it [redacted]

At the conclusion of the interview, [redacted] drafted the signed, sworn statement (attached).

(Attachments)

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Investigator Signature: [redacted] Typed Name: [redacted]	Date: January 30, 2018
Approving Official Signature: [redacted] Typed Name: [redacted]	Date: 1/31/18

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You are assisting in an ongoing official inquiry being conducted on behalf of the Federal Emergency Management Agency (FEMA). As this inquiry is sensitive in nature, you are hereby instructed not to disclose information relating to this official inquiry to any other person(s), except as may be appropriate under applicable law.

Failure to comply with this directive may subject you to disciplinary action under appropriate charges, such as failure to follow instructions or interfering with or impeding an official investigation.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

[redacted]

1/25/18
Date

1/25/18
Date

Union Representative (if applicable)

Date

Beckwith / Garrity Advice of Rights

FEMA

You are being interviewed as part of a Department of Homeland Security, Federal Emergency Management Agency official investigation. Questions will be related to the performance of your official duties.

Anything you say may be used against you as evidence in an administrative or criminal proceeding.

If you have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you have the right to remain silent and your failure to answer will not be used against you as evidence in an administrative or criminal proceeding.

If you do not have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you must answer and may be subject to administrative disciplinary action, up to and including removal, for failing to do so.

Your signature below is an acknowledgement that you have read and understand your rights as described above.

[redacted]

Laura Pare
(Interviewee Signature)

1/25/18 9:20A
(Date / Time)

[redacted]

(Witness Printed Name)

(Witness Signature)

(Date / Time)

FEMA

Sworn Statement

Date/Time: 1/25/18 10:35A Location: 26 Federal Plaza, NYC, NY

County of: Manhattan State of: New York

[redacted]

I recall [redacted] transfer per emails shown today. (emails dated Friday Oct 7, 2011). I acknowledge per email 2:31p, Friday Oct 11, to Paul [redacted] - 'no hotel' and will have to commute (~~commutte~~).

I was shown an email dated Oct 7th, 2011 3:04p, instructing [redacted] to use attached mapquest map which was a distance 52.5 miles.

I recall there was a discussion in a room with several people - to my best memory probably [redacted] and possibly others. I just don't recall, someone provided the map or the link of map to send to [redacted]. I did not know the route on the map provided was fraudulent as was I told to send it. I was not aware that the map was created to put [redacted] in travel status.

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Sworn Statement

STATEMENT of [redacted] (Print Name)

According to the emails provided he must have been put on travel status, however as of today 1/25/18 I don't recall exactly as it was (4 yrs ago. approx.

As I was demobbed sometime later in October, I was not aware of the subsequent actions of [redacted] movements / transfers / travel status.

During my deployment for DR-4020, [redacted] were the Logistics Section Chief teams which also were the top 2 logistics supervisors for this disaster.

LP LP LP LP

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Sworn Statement

STATEMENT of [redacted]

Federal Employees: *Please read the following carefully before you sign this page and initial each preceding page:*

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- *I understand that information contained in my statement may be disclosed (in whole or in part) to persons officially determined to have a "need to know" including decision makers and any subjects of the investigation (persons who may receive disciplinary or other personnel action as a result of my statement, or as a result of the overall findings of the investigation).*

A false statement on any part of this declaration or attached forms or sheets may be punished by a fine or imprisonment (Title 18 U.S. Code § 1001).

I have read this statement of 3 pages. It is true, accurate, and complete to the best of my knowledge and belief. I have been given an opportunity to make any corrections, additions, or deletions.

[redacted]

Subscribed and sworn (or affirmed) to before me this 25 (Day) of January (Month), 20 18 (Year)

at New York (City), NY (State).

[redacted]

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Exhibit #41

MEMORANDUM OF ACTIVITY

FEMA

Type of Activity: Interview of [redacted]

Case Number: 200-2017	*Case Title*: [redacted]

On January 25, 2018, Special Agent [redacted] Fraud & Internal Investigations Division (FIID), Office of the Chief Security Officer, Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted an interview with [redacted], Logistics Management Specialist, Region II, FEMA/DHS, at the FEMA Offices located at 26 Federal Plaza, New York City. Also present during the interview was Investigator [redacted] FEMA/OCSO/FIID.

After being apprised of the identity of the interviewing officials, the nature of the investigation, and voluntarily signing a FEMA Non-Disclosure Agreement & Beckwith/Garrity Advice of Rights form, [redacted] voluntarily provided the following information:

[redacted] has been with FEMA since Hurricane Katrina in 2006. His direct supervisors [redacted]

[redacted] confirmed that he was assigned to DR-4020/4031 in the greater New York area in the fall of 2011 and winter/spring of 2012. [redacted] was shown a formal organizational chart, and a modified, condensed organizational chart (org chart) created by the reporting agent which he confirmed were both correct to the best of his recollection, and confirmed his title during this event as Logistics Group Supervisor for the Hewlett, New York Operations Facility Office (OFO).

[redacted] also confirmed his chain of command up to the Co-Logistics Chiefs, [redacted]

When questioned surrounding the circumstances of the sudden transfer/swap of [redacted] and [redacted] direct reports to both Henggeler and his counterpart, [redacted] at the Kirkwood, NY OFO, [redacted] stated "*yea, I remember, and I was pissed about it.*" When asked to explain, Henggeler recalled that he had no warning from management, and he was not happy with the switch because he liked [redacted] work ethic and expertise. [redacted] described [redacted] as a "*lazy ordering guy" who is good at "sitting at a desk and ordering from a Staples catalogue, while* [redacted] *is a down and dirty guy who you trust with a drill in his hands to do some manual labor.*"

[redacted] was sad to see [redacted] go, but orders are orders, and he followed the instructions from the Logistics Chiefs which he confirmed were [redacted]

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Henggeler could not provide an example of another switch done in this manner, late at night, with one day's notice, for two individuals who held the same job title and duties.

When asked about [redacted] travel status after he moved to the Hewlett OFO, [redacted] stated "it was my understanding that a road was washed out and a new route was taken to make it longer than 50 miles." After being shown a true MapQuest showing three different routes from [redacted] ROR to Hewlett, all under 50 miles, [redacted] responded "he should not have been in travel status."

[redacted] was never aware that [redacted] was staying in a hotel near the Hewlett OFO, and did not know of any issues until [redacted] informed him at some point that he was having troubles with one or more of his vouchers. [redacted] was not informed by [redacted] of the particulars of his voucher issue, but sometime thereafter [redacted] was transferred to another location. [redacted] was not aware that [redacted] was transferred to the back to the Kirkwood OFO to replace the previously vacated position of [redacted], and then suddenly and subsequently the Lake Placid, NY OFO.

At the conclusion of the interview, [redacted] drafted the signed, sworn statement (attached).

(Attachments)

Investigator		
Signature:		Date: January 31, 2018
Typed Name: David R. Stupar		

Approving Official		
Signature:		Date: 1/31/18
Typed Name: Owen Igo		

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[redacted]

1/25/2018
Date

1/25/2018
Date

Union Representative (if applicable)

Date

Beckwith / Garrity Advice of Rights

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[redacted]

[redacted]

_____
(Witness Printed Name)

_____
(Witness Signature)

_____
(Date / Time)

FEMA

Sworn Statement

Date/Time: 1/25/2018 Location: 26 federal Plaza

County of: New York State of:

[redacted] hereby make the following free and voluntary sworn statement to:

[redacted] who has identified himself/herself to me as a Special Agent/Security Specialist with the Office of the Chief Security Officer, Federal Emergency Management Agency, U.S. Department of Homeland Security. This statement is made without threat, coercion, offer of benefit, or favor by any person or persons.

1) Caught By Suprise E Mail That I was [redacted] To different Field offices' Did not have any Advance Knowing of This switch - I did not like The Fact of The Switch -

1) It was my Belife The [redacted] Travel status was Due To A washed out Bridge up in His Town - This is Due what he had Told Me -

After Looking At the MAP Ist is quite possable To Take A Path with A shorter Distance . I Do Recall A Conversation That His Vouchers was Rejected

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FEMA

Sworn Statement

STATEMENT of [redacted]
(Print Name)

I Need To speak TO Travel in Albany ... Then He was Gone ... I WAS not Aware of his future deployment's

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Sworn Statement

STATEMENT of [redacted]

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Subscribed and sworn (or affirmed) to before me this 25 (Day) of JAN (Month), 20 18 (Year)

at 26 Federal Plaza (City), NY (State).

Special Agent / Security Specialist
Office of the Chief Security Officer
Federal Emergency Management Agency
Department of Homeland Security

Print Name

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Exhibit #42

MEMORANDUM OF ACTIVITY

FEMA

Type of Activity: Interview of [redacted]

Case Number: 200-2017	*Case Title*: [redacted]

On February 2, 2018, Special Agent [redacted], Fraud & Internal Investigations Division (FIID), Office of the Chief Security Officer, Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS), conducted an interview with [redacted] Reservist, FEMA Region II, at the IT Tech Center located at Charlotte International Airport, in Charlotte, NC. Also present during the interview was Investigator Charles Arnone, OCSO/FIID.

After being apprised of the identity of the interviewing officials, the nature of the investigation, and voluntarily signing a FEMA Non-Disclosure Agreement & Beckwith/Garrity Advice of Rights form, [redacted] voluntarily provided the following information:

[redacted] has been with FEMA since 1998 when he was hired as a Local Hire. He became a Reservist in 2000 or 2001. [redacted] has been in "non-deployable" status for the last few months due to health issues, and he has been residing in his secondary residence in York, South Carolina.

[redacted] confirmed that he was assigned to DR-4020/4031 in the greater New York area in the summer of 2011, through the Spring/early summer of 2012. He stated that he was a New York resident at the time and that he actually deployed prior to the declaration in August 2011. This was a very large event, with a lot of personnel brought in to deal with the disaster. During this time period, the Regional Offices had their own Cadres, and this disaster (Hurricane Irene) was considered a Region II disaster. Most of the original people deployed were Region II employees, and when additional bodies were needed, they were supplemented by personnel from outside Region II. When it came time to demob certain employees, it was standard practice to demob the employees from outside the region first, followed by Region II employees last.

The decision to start downsizing the workforce came from the Federal Coordinating Officer (FCO) who was in charge of the event. FCO [redacted] would hold weekly meetings instructing the different section chiefs when they should start demobing a certain number of, or percentage of personnel. [redacted] explained that he tried to hold on to a number of personnel for longer periods than requested by the FCO, because "*I'm trying to hold on as long as I can because I'm trying to take care of my people.*" [redacted] explained that eventually he released himself, leaving his Deputy Logistics Chief, [redacted] in charge of the Logistics Section.

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[redacted] confirmed that it was standard policy to try to keep people who were "local" deployed the longest, since they did not require reimbursement for hotels, cars, etc. He confirmed that by "local" he meant those employees who were working within 50 miles of their assigned duty stations.

[redacted] was shown a number of organizational charts (org chart) that were gathered during this investigation to include an abbreviated org chart created by the reporting agent which he confirmed were all correct to the best of his recollection. [redacted] also confirmed his title during this event as Logistics Chief (Senior Logistics Official), for which he shared the position at times with [redacted] confirmed that [redacted] was probably demobed and sent back to the regional office sometime in November or December, 2011, wherein [redacted] became the sole Logistics Chief.

When questioned surrounding the circumstances of the sudden transfer/swap of [redacted] that remembered [redacted] due to an EEO complaint that he had filed sometime during or after the disaster. He vaguely recalled the circumstances of the complaint, due to the length of time that has passed, but after being shown some exhibits, and given a brief synopsis of events, he confirmed recalling some issue that was brought to his attention by [redacted] explained that the entire senior logistics staff sat in a tight area of the JFO during this event, and would frequently discuss issues amongst themselves. Regarding the [redacted] swap, he recalled [redacted] saying something along the lines of "*someone was late this morning.*" Later this same date, [redacted] spoke to [redacted] stating "*I want to switch [redacted] and [redacted]*" [redacted] recalled responding to [redacted] "*[redacted], you do whatever you want to do.*" [redacted] thought the switch was done because [redacted] was local, but he stated "*I don't know where exactly [redacted] lives, but I believe he was considered local.*"

[redacted] was shown his sworn testimony to an EEO Attorney, dated May 20, 2013, wherein he stated in his testimony "*Mr. [redacted] move was solely based on budget and to save money, no other reason.*" [redacted] confirmed his statement, and again reiterated that he believed [redacted] lived closer to the Long Island (Binghamton) Office, and was switched to that office to save travel expenses, but he stated he does not actually know where [redacted] lives in that area.

When asked about [redacted] commute, [redacted] replied "*I didn't have a lot to do with that. He and [redacted] had a conversation, I have no idea.*" [redacted] did not recall any MapQuest map being created for [redacted] prior to his arrival in Binghamton, stating that was between [redacted] He stated he was aware of the mileage, but does not know who created the map showing a mileage of 52+ miles from [redacted] ROR to his TDY station in Binghamton.

[redacted] could not recall [redacted] coming to him about any voucher issues in February 2012 or early March 2012, even though [redacted] was the sole Logistics Chief. [redacted] believed that [redacted] was still communicating any issues with [redacted] back at the Region II Office because "*those two were buddies.*" [redacted] stated "*he'd ([redacted] do all his complaining to [redacted]*" "*I don't*

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remember him reaching out to me at all." [redacted] stated he was unaware that [redacted] ended up paying over $4,000 in travel expenses out of his own pocket due to his last voucher in Binghamton being rejected by the travel department at the JFO.

[redacted] also could not recall transferring [redacted] from the Binghamton Office back to the Kirkwood Office in early March 2012 after the voucher incident, even though [redacted] had been ordered demobed from that very same position in mid-February. He also did not recall being chastised by the then Comptroller, [redacted] for putting [redacted] in the Kirkwood position even though he had been ordered to downsize that office and demob [redacted] just weeks before. He also did not recall having to transfer [redacted] again, after just three days in Kirkwood, to the Lake Placid, New York OFO, so that [redacted] could remain in full travel status. After reviewing emails showing his conversations with [redacted] talking about a move to Lake Placid, [redacted] stated the transfer was probably done because Lake Placid needed extra assistance to help with close-out procedures.

[redacted] stated he was never aware that [redacted] was in full travel status during his entire deployment at the Hewlett OFO, and stated that any travel status authorization would have come from [redacted] and [redacted]

At the conclusion of the interview, [redacted] drafted the signed, sworn statement (attached).

(Attachments)

[redacted]

Date: February 12, 2018

Approving Official

[redacted]

Date: 2/12/18

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FEMA

NON-DISCLOSURE NOTICE MEMORANDUM

You are assisting in an ongoing official inquiry being conducted on behalf of the Federal Emergency Management Agency (FEMA). As this inquiry is sensitive in nature, you are hereby instructed not to disclose information relating to this official inquiry to any other person(s), except as may be appropriate under applicable law.

Failure to comply with this directive may subject you to disciplinary action under appropriate charges, such as failure to follow instructions or interfering with or impeding an official investigation.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

[redacted]

2/2/2018
Date

2/2/2018
Date

Date

Beckwith / Garrity Advice of Rights

FEMA

You are being interviewed as part of a Department of Homeland Security, Federal Emergency Management Agency official investigation. Questions will be related to the performance of your official duties.

Anything you say may be used against you as evidence in an administrative or criminal proceeding.

If you have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you have the right to remain silent and your failure to answer will not be used against you as evidence in an administrative or criminal proceeding.

If you do not have a reasonable belief that your answers may incriminate you (i.e., make you subject to criminal penalties), you must answer and may be subject to administrative disciplinary action, up to and including removal, for failing to do so.

[redacted]

[redacted]

(Witness Printed Name)

(Witness Signature)

(Date / Time)

FEMA

Sworn Statement

Date/Time: 2/2/2018 11:45 Location: Charlotte NC

County of: _____ State of: North Carolina

[redacted] hereby make the following free and voluntary

David Stupar, who has identified himself/herself to me as a Special Agent/Security Specialist with the Office of the Chief Security Officer, Federal Emergency Management Agency, U.S. Department of Homeland Security. This statement is made without threat, coercion, offer of benefit, or favor by any person or persons.

On Thursday Oct 6 2011 you recall [redacted] talking about an incident where [redacted] mentioned he was going to swap [redacted] and [redacted] and my reply was to go ahead your the boss. I understood that [redacted] was a local person, I on trying to save Fema money we used local personal ~~[illegible]~~ if possible or available. Didrik replyed [redacted] was in full

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FEMA

Sworn Statement

STATEMENT of [redacted]

travel status when he reported to Hewitt OFO. The way that was created I myself didn't realize it was. Knew nothing about it. The rejected vouchers from Paul Ironsdell would have been handled by John Alonso [redacted] When talking to [redacted] after the fact he mentioned that he had to pay the money back. [redacted] was transferred to Kirkwood for 3 days and then sent to Lake Placid to replace the lead logistics at that OFO.

DRB

DRB

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FEMA

Sworn Statement

STATEMENT of [redacted]
(Print Name)

Federal Employees: *Please read the following carefully before you sign this page and initial each preceding page:*

- *I have been informed and I understand that my statement results from an official investigation involving matters relating to my official duties as a federal employee.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for disciplinary action which may result in my removal from federal service.*
- *I have been informed and I understand if I provide information during this official investigation that I know to be false at the time I provide that information, my providing false information can be a basis for criminal prosecution.*
- *I understand that information contained in my statement may be disclosed (in whole or in part) to persons officially determined to have a "need to know" including decision makers and any subjects of the investigation (persons who may receive disciplinary or other personnel action as a result of my statement, or as a result of the overall findings of the investigation).*

A false statement on any part of this declaration or attached forms or sheets may be punished by a fine or imprisonment (Title 18 U.S. Code § 1001).

I have read this statement of 3 pages. It is true, accurate, and complete to the best of my knowledge and belief. I have been given an opportunity to make any corrections, additions, or deletions.

[redacted]

Subscribed and sworn (or affirmed) to before me this 2 (Day) of February (Month), 20 18 (Year)

at Charlotte (City), NC (State).

[redacted]

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Exhibit #43

SUMMARY OF POLICIES IN EFFECT DURING THE APPLICABLE TIME PERIOD FOR [redacted] CASE - CASE #200-217

[redacted]

[redacted]

APPLICABLE TIMELINE PER REPORT OF INVESTIGATION AND EXHIBITS:

- [redacted] submitted vouchers and accompanying receipts showing that on October 10, 2011, he checked into the Rockville Centre Inn located at 415 Ocean Avenue, Rockville Center, NY 11570, near the Hewlett Operational Field Office (OFO) located at 1255 Hewlett Plaza, Hewlett, NY 11557, to begin work at the Hewlett OFO.

- [redacted] submitted vouchers showing that on February 28, 2012, he checked out of the Rockville Centre Inn located at 415 Ocean Avenue, Rockville Center, NY 11570, located near the Hewlett OFO.

- [redacted] submitted vouchers and accompanying receipts showing that on March 6, 2012, he checked into the Holiday Inn Binghamton- Arena located at 2-8 Hawley Street, Binghamton, NY 13901 near the Kirkwood OFO to begin work at the Kirkwood, OFO.

SUMMARY OF WAIVER APPROVAL STRUCTURE FOR APPLICABLE TIME PERIOD:

Applicable Time Period	Name of Policy in Effect	Policy Originator	Policy Concerning 50mi Rule	Notes
October 10, 2011 – November 22, 2011	Instruction 8600.1	Office of Recovery	Gives the authority to grant exceptions to the 50 Mile Rule to the individual designated at the time as the Assistant Associate Director, Disaster Assistance Program.	For this time period, both Instruction 8600.1 and CFO Bulletin #132 existed simultaneously.
	CFO Bulletin #132	Office of the Chief Financial Officer	Exceptions to the 50 Mile Rule could be granted by the FCO, Regional Administrator, or higher ranking official.	For this time period, both Instruction 8600.1 and CFO Bulletin #132 existed simultaneously.

November 23, 2011 – March 6, 2012	Instruction 8600.1	Office of Recovery	Exceptions to the 50 Mile Rule could be granted by the Assistant Administrator, Recovery.	CFO Bulletin #132 was superseded by FEMA Directive 126-2 on 11/23/11, which did not provide for waiver authority. However Instruction 8600.1 remained in effect.

CHRONOLOGICAL SUMMARY DESCRIPTION OF 50 MILE RULE POLICIES IN PLACE FROM OCTOBER 10, 2011 THROUGH MARCH 6, 2012:

FEMA Manual 6200.1 Travel Regulations, dated November 25, 1988:

- **50 Mile Rule Restrictions:** "Fifty Mile Area. If a [Disaster Assistance Employee], called to active duty, lives within 50 miles of the Disaster Field Office (DFO), per diem and travel will not be paid in accordance with paragraph 3-1….From time to time there will be exceptions to the above ruling. Example: Reservists living well within the 50-mile radius of a disaster were allowed additional expenses when they had to travel a great deal further because mud slides had damaged the roads and bridges preventing direct access to the DFO." Chapter 41, Section 41-2.
- **Note:** While the manual specifies a variety of officials permitted to authorize official travel, it does not describe a specific official responsible for authorizing exceptions to the prohibition on providing per diem to Disaster Assistance Employees who reside within 50 miles of the DFO. However, for the time period at issue in the instant case, FEMA Instruction 8600.1, dated June 21, 1991 gives the authority to the individual designated at the time as the Assistant Associate Director, Disaster Assistance Program.
- **Superseded On:** September 23, 2015.
- **Superseded By:** The manual was superseded in 2015 by FEMA Manual 122-1-1 – Travel Policy Manual, which currently remains in effect. However FEMA Manual 122-1-1 states that it, "supersedes the previous FEMA Travel Manual 6200.1 from *May 1989*…," (emphasis added) not FEMA Travel Manual 6200.1 from November 25, 1988. According to the FEMA Office of the Chief Financial Officer Travel Policy Division, the reference to a May 1989 Travel Manual is a typo.

FEMA Instruction 8600.1 Disaster Assistance Employee Program, June 21, 1991:

- **Fifty Mile Rule Restrictions:**
  - Section 1: "Purpose. This instruction revises the Federal Emergency Management Agency's (FEMA's) policies and procedures for the Disaster Assistance Employee (DAE) Program."
  - Section 15: "Conditions of Employment. Conditions of employment for DAE's including salaries, benefits, and other general information is explained in this paragraph. DAE's are entitled to pay, including overtime, and other benefits ONLY as indicated in the following subparagraphs:"
  - Section 15.c.: "Travel Reimbursement. DAE's are entitled to reimbursement of travel costs and per diem when on approved duty more than 50 miles from their residence as specified in subparagraph 15d. Reimbursement is in accordance with FEMA Manual 6200.1, Travel Regulations."
  - Section 15.d.(1)(a): "DAE reservists living within a 50-mile radius of the disaster workplace, [Disaster Field Office], or DAC are not eligible for mileage allowance from the residence to the workplace nor entitled to per diem. Exceptions may be granted on a case-by-case basis upon written authorization by the Assistant Associate Director, [Disaster Assistance Program]."
- **Superseded On**: June 14, 2012 for Disaster Assistance Employees appointed after June 21, 1991; January 25, 2017 for all FEMA Reservists regardless of when they were appointed.
- **Superseded By:** The instruction was ultimately superseded in full by FEMA Directive FD 010-6 Revision Number: 02, FEMA Reservist Program, dated January 25, 2017. FD 010-6 Revision Number 02 states, "[t]his Directive is applicable to all FEMA Reservists and organizational elements. This Directive supersedes FEMA Instruction 8600.1: *Disaster Assistance Employee Program*, dated June 21, 1991 and FEMA Directive (FD) 010-6: *FEMA Reservist Program*, dated June 14, 2012." As a note, FD 010-6 Revision Number: 01, dated June 14, 2012, stated, "[t]his Directive supersedes FEMA Instruction 8600.1, Disaster Assistance Employee Program, dated June 21, 1991, except FEMA Instruction 8600.1 shall be applicable to Disaster Assistance Employees appointed prior to the effective date of this Directive until such appointment terminates for any reason or expires."

CFO Bulletin #132 - Reimbursements of Per Diem Expenses for Travel within 65 miles of the Traveler's Permanent Duty Station, dated January 9, 2008:

- **Fifty Mile Rule Restrictions:**
  - "For **disaster travel only,** to worksites (JFO, TRO, etc.) within 65 miles of an employee's official duty station, certain minimum requirements may be met, but they must be conditions #2 and #3 above. However, even these may be waived, but only an FCO, a Regional Administrator or higher has the authority to waive these minimums when one or both of them are not met. **This is strictly limited to Disaster Travel only.**"
  - Condition #2: "**Travel of Extended Duration.** The travel is expected to last for a minimum of 5 consecutive days, each day having long and unusual hours."
  - Condition #3: "**Travel must be at least 50 miles from Home.** The distance from the employees [sic] residence of record to the Temporary Duty (TDY) site must be over 50 miles."

- "Travelers and Approving Officials are expected to use the "prudent traveler" rule in deciding whether to authorize reimbursement of an employee's travel expenses, including lodging and meals in these circumstances. The need for an employee to lodge at the [Temporary Duty] site must be in the Government's best interest and not for the personal convenience of the employee. The approval can be effective for no more than one month. When one or more of the conditions are no longer met, the approval will be considered to have expired."

- **Superseded On:** November 23, 2011.
- **Superseded By:** FEMA Directive 126-2 – Per Diem and Miscellaneous Travel Expenses. FEMA Directive 126-2 states, "[t]his Directive supersedes…CFO Bulletin #132 "Reimbursements of Per Diem for Travel within 65 miles of Permanent Duty Station."

FEMA Directive 126-2 - Per Diem and Miscellaneous Travel Expenses:

- **Effective Date:** November 23, 2011.
- **Fifty Mile Rule Restrictions:**
  - Section III.B.1: "An employee (and Invitational Travelers) may be eligible for per diem when authorized to perform official travel at least 50 miles away from his/her [Official Station] and/or is in "travel status" for more than 12 hours (usually overnight)."
  - Section III.B.3: "Per diem allowances are not allowed at an employee's [Record of Residence]/[Official Station] or within the vicinity of the employee's [Record of Residence]/[Official Station] (within 50 miles)."
- **Superseded On:** September 23, 2015.
- **Superseded By:** The directive was superseded by FEMA Manual 122-1-1 – Travel Policy Manual, which currently remains in effect. The directive is listed in Appendix A Supersession.

HOW WERE THESE POLICIES SHARED WITHIN THE AGENCY?

- Per the FEMA Office of the Chief Financial Officer Travel Policy Division: Pre-intranet, these policies were located and available for pick up at FEMA's print and publications office and could be mailed to employees. Post-intranet, directives and instructions should have been posted to the "FEMA's Directives and Manuals" intranet page and Chief Financial Officer (CFO) Bulletins were posted on the FEMA Chief Financial Officer page on the intranet. In addition, the FEMA Finance Center, including funds certifiers, would have provided concurrence before CFO Bulletins were finalized and posted or would have received copies of final bulletins in advance.

FEMA RESERVIST PROGRAM

Federal Emergency Management Agency (FEMA)
Directives System Directive Number:
FD 010-6 Revision Number: 02
Issue Date: January 25, 2017

BACKGROUND

This Directive is applicable to all FEMA Reservists and organizational elements. This Directive supersedes FEMA Instruction 8600.1: *Disaster Assistance Employee Program*, dated June 21, 1991 and FEMA Directive (FD) 010-6: *FEMA Reservist Program*, dated June 14, 2012.

FEMA Reservists are geographically dispersed, intermittently employed professionals with common objectives that support the Agency's mission. This Directive describes a collaborative, multidisciplinary approach to support all FEMA Reservists.

PURPOSE

This Directive provides agency-wide policy for the administration, implementation, and oversight of FEMA's Reservist Program.

PRINCIPLES

The Reservist Program builds and sustains a robust incident workforce of well-trained, intermittent employees who can readily deploy to support the needs of disaster survivors and their communities. The Agency will effectively perform emergency management functions in accordance with FEMA's legal authorities, policies, and procedures.

The Reservist Program operates under the following guiding principles:

A. FEMA is an expeditionary agency with a fundamental goal to serve the Nation by supporting citizens and first responders, especially when they are most in need. To meet this goal, FEMA employs Reservists and other personnel to deliver FEMA programs consistently and effectively to disaster survivors.

B. FEMA Reservists will be qualified, well-trained, well-equipped, and reliably available to effectively and consistently deliver programs and accomplish the Agency's mission.

C. FEMA will develop and implement fair, equitable, and transparent policies and procedures to recruit, select, certify, and retain highly qualified U.S. citizens to serve as emergency managers in the Reservist Program.

D. Reservists will be considered national assets subject to activation and deployment nationwide at any time. Reservists will be certified for specific

Incident Management positions through experience, training, and demonstrated performance in accordance with FEMA's Qualifications System (FQS).[1]

E. Reservists, individually and collectively, must be prepared to activate and deploy quickly, effectively, and consistently to respond to and recover from Stafford Act emergencies and disaster declarations.

F. FEMA leaders will communicate with Reservists, regardless of activation status, regarding all FEMA-wide activities and events to the fullest extent permitted by law.

G. Reservists can communicate systemic problems and issues affecting the Reservist Program with their respective Cadre Coordinator, the Reservist Ombuds, within the Office of Chief Counsel or the Reservist Advisory Board, which is comprised of up to 10 current Reservists and chaired by the Deputy Administrator.

REQUIREMENTS

Reservists shall only perform disaster-related work that is payable out of the Disaster Relief Fund. The work must involve specific disasters, emergencies, projects, or other activities of a non-continuous nature performed under the authority of the Stafford Act. The duties typically are directly related to their FQS position job title(s); however, Reservists may be assigned to perform any disaster-related duty, irrespective of their position title, based on the needs of the Agency. Certain discrete, disaster-related tasks and activities may be suitable for completion from a Reservist's official duty station when not deployed, if authorized by the Supervisor of Record. When deployed, Reservists may be approved to work from an alternate location with approval from their Temporary Duty Supervisor. Approval of work from a Reservist's official duty station or an alternate location must be approved in accordance with Appendix A of the Cadre Management Guide. Reservists will not be assigned to such duties at FEMA Headquarters or in the FEMA Regions in lieu of Permanent Full-Time Employees (PFT) or Cadre of On-call Response/Recovery Employees (CORE). Reservists shall not be activated to circumvent an Agency hiring freeze or to avoid the cost of salary and benefits associated with employing full-time equivalents.

A. Hiring and Pay

Outcome: FEMA recruits candidates to meet FEMA's Force Structure while establishing requirements for their employment.

1. Recruitment

[1] The Director of Workforce Management Division, in coordination with the Reservist Program Managers, will determine the number of Reservist personnel in each FQS position based on force structure as necessary to meet FEMA mission requirements articulated by the Regional Administrator, Federal Coordinating Officer and Federal Disaster Recovery Coordinator.

a. FEMA will recruit and hire the required number and distribution of positions identified by the FEMA Force Structure.[2] Consistent with policies established by the Office of the Chief Component Human Capital Officer (OCCHCO), FEMA shall consider:

(1) The most efficient means to recruit the best-qualified candidates for specific positions;
(2) The FQS qualifications required to perform the duties; and
(3) Non-discrimination, diversity and inclusion goals.

b. Reservists must be U.S. citizens and pursuant to Federal law, the Agency may ascertain the fitness of applicants, including health, character, knowledge, and ability before appointing them to the Reservist Program. FEMA will comply with FEMA Directive 112-14: *Equal Opportunity and Affirmative Employment* when hiring Reservists. Reasonable accommodations will be provided consistent with the Rehabilitation Act of 1973.

c. All Reservists are subject to federal ethics laws, rules, and regulations, to include DHS Management Directive 0480.1: *Ethics/Standards of Conduct* and DHS's regulation requiring pre-approval of outside employment and activities.

2. Appointments

a. Reservists hold time-limited intermittent appointments in the excepted service.[3] Appointments shall not exceed 24 months (absent re-appointment) and shall expire biennially on the last day of the sixth pay period of each even-numbered year (the "not to exceed date").

b. A Reservist is required to have a Residence of Record in a Stafford Act "State," as defined by Section 102(4) of the Stafford Act.

c. FEMA will announce Reservist job openings through USAJOBS.gov, or other alternative means of recruitment.

d. Cadre Coordinators may execute name requests without publishing a job announcement to meet a hiring need.

(1) Name requests must be justified in writing by the Cadre Coordinator and approved by the Certifying Official;
(2) OCCHCO must approve that the individual is minimally qualified for the position; and
(3) The justification must be preserved for one year from the effective date of the hiring, in accordance with 29 C.F.R. § 1602.14.

3. Re-appointments and Resignations

[2] The Assistant Administrator for the Field Operations Directorate will ensure FEMA establishes and maintains a sufficient and capable force structure and disaster workforce to respond to Stafford Act major disasters and emergencies.

[3] The appointment does not confer Federal competitive status on the appointee. *See* Stafford Act Section 306.

a. Cadre Coordinators may, based upon operational needs and the current/future Force Structure, reappoint a Reservist in their cadre at the conclusion of the appointment period.
b. Decisions to non-renew a Reservist's appointment will be documented, coordinated with OCCHCO, and maintained by the Cadre Coordinator in accordance with 29 C.F.R. § 1602.14.
c. A Reservist's appointment may be terminated by the Cadre Coordinator, in coordination with OCCHCO, at any time prior to the not-to-exceed date. Justification for the removal will be documented and maintained in accordance with 29 C.F.R. § 1602.14.
d. Termination of a Reservist's appointment prior to the not to exceed date must be coordinated with OCCHCO/Employee Relations prior to initiating the action.
e. Reservists may resign, in writing to their cadre coordinator, at any time prior to termination or expiration of their appointment.[4]

4. Annuitants

a. FEMA's OCCHCO can waive the salary offset for the first 120 days of a Presidentially Declared Disaster.[5,6] Waiver requests for employment exceeding the first 120 days of a Presidentially Declared Disaster must be forwarded to DHS for further transmittal to OPM per 5 U.S.C. §§ 8344(i), 8468(f).
b. The program Cadre Coordinator determines whether an Annuitant's declination of an activation qualifies as a declination under "reasonable cause" rationale. (see Declinations)

5. Pay

a. Unless specified, FEMA pays Reservists only for those periods when they are activated by the Field Operations Directorate (FOD). At all other times, Reservists remain FEMA employees in a non-pay status.

(1) When not deployed, Reservists may be compensated up to 32 hours a year for coordination activities with their cadre, as well as 40 hours a year to complete mandatory training.
(2) FEMA will pay Reservists to complete tasks directed by FEMA that require the individual to dedicate a substantial measure of time and must be completed as a condition of continued employment. The amount of pay authorized for the tasking will be established by FOD in coordination with OCCHCO and the office that issued the task.
(3) Tasks, whether required or voluntary, that require 15 minutes or more to complete will be considered compensable.

[4] The Reservist must provide an effective date of the resignation and provide a forwarding address.
[5] FEMA has not received the authority to apply this waiver to emergencies or for Other Duty Travel (e.g. training, exercises, meetings, course development).
[6] OPM has authority to waive annuity-offset requirements on a case-by-case basis for positions for which there is exceptional difficulty in recruiting or retaining a qualified employee. 5 U.S.C. §§ 8344(i)(1)(A), 8468(f)(1)(A).

(4) Reservists may be deployed and paid to participate in disaster readiness activities such as exercises or Reservist working groups.

b. Reservists are paid only for those hours they work, unless authorized by applicable Agency Directives.[7]

c. FEMA may hire Reservists into positions, other than entry-level specialist positions, based on their knowledge, skills, and abilities (including special qualifications). The following general pay alignment provides the baseline guidance used to implement this policy:

(1) Pay Band IM-1 – Specialist;
(2) Pay Band IM-2 – Manager/Crew Leader;
(3) Pay Band IM-3 – Unit Leader/Group Supervisors
(4) Pay Band IM-4 – Branch Director, Division Supervisor, Advisor, Section Chief III; and
(5) Pay Band IM-5 – Section Chief II and I, Command Staff Officer, Lead Advisor, Lead Legal Advisor.

d. The Assistant Administrator of the Field Operations Directorate (FOD), in coordination with OCCHCO and the leadership of the affected program office may approve variations to the pay scale. FOD will maintain a current list of approved pay variations to account for unique requirements of specific positions (e.g., licensure, mandatory compliance with codes of professional responsibility).

e. Reservists holding active appointments who transitioned directly from the Disaster Assistance Employee Program into the Reservist Program (before the end of calendar year 2012), without a break in service of more than three days, shall be paid at the Disaster Assistance Employee Program rate to which they were last entitled, or the Reservist Program rate for their FQS position, whichever is higher.

f. If an individual applies for a position that has a lower rate than his/her qualified FQS position, they will receive the commensurate pay rate of the lower position consistent with this Directive.

g. Reservist's deployed to perform a subordinate FQS job title (located in the career progression path of their primary FQS job title) will be paid at the rate assigned for their primary FQS job title.

h. When a Reservist is deployed for field operations, the servicing field unit is responsible for WebTA, timekeeping, and travel authorizations. Per FD 253-4-1 "Disaster Reservist Holiday Pay and Administrative Leave Policy[8]" and FEMA Manual 122-1-1, "Travel Policy Manual," all travel must be performed in accordance with a travel authorization and meet the requirements of the Federal Travel Regulation and supplemental authorities.

6. Benefits

[7] FEMA Manual 253-2-1: Premium Pay Manual; FEMA Manual 253-4-1: Disaster Reservist Holiday Pay and Administrative Leave; and FEMA Manual 122-1-1, Travel Policy Manual.
[8] This Directive supersedes other pertinent Reservist Travel and Leave Directives.

a. Reservists are eligible for Federal Employees Health Benefits (FEHB) if FEMA expects the Reservist's total hours in a pay status (including overtime hours), plus qualifying leave without pay hours, to be at least 130 hours in a calendar month.[9]

   (1) Once enrolled in FEHB, FEMA Reservists will maintain their eligibility until they receive a new appointment that is subject to different FEHB eligibility requirements; they accrue over 365 days in a non-pay status, subject to 5 C.F.R. § 890.303(e); or they are separated from the Federal service.
   (2) Except as otherwise provided by law, the FEHB enrollment of a FEMA Reservist continues while he/she is in nonpay status for up to 365 days.[10]
   (3) If a FEMA Reservist has at least four (4) consecutive months in pay status after a period of nonpay status he/she is entitled to begin the 365 days' continuation of enrollment anew.[11]

b. FEMA will send a Reservist enrolled in FEHB options to continue or terminate coverage when entering a non-pay status. The Reservist must elect, in writing, one of the options and return the signed form to OCCHCO within 31 days after receipt. Failure to return the signed form by the deadline will result in automatic termination of the coverage.
c. Reservists are not entitled to civil service retirement.
d. Reservists who sustain injuries or illnesses while in the performance of duty may be eligible for benefits under the Federal Employees' Compensation Act.
e. Reservists have free access to work life enhancement services through FEMA's Employee Assistance Program at all times (activated or not).[12]

B. Leave/Unavailability

Outcome: FEMA establishes clear guidance regarding the use of each type of leave available to Reservists.

1. Pre-Approved Non-Availability

   a. Reservists may take up to 90 days per year of PANA when not deployed.[13] Unexpended PANA will not be carried over from one calendar year to a subsequent calendar year.

[9] "Qualifying leave without pay hours" includes leave without pay under the Family Medical Leave Act, for performance of duty in the uniformed services under the Uniformed Services Employment and Reemployment Rights Act of 1994, for receiving medical treatment under Executive Order 5396, and for periods during which workers compensation is received under the Federal Employees Compensation Act.
[10] The 365 days' nonpay status may be continuous or broken by periods of less than four (4) consecutive months in pay status.
[11] For the purposes of this paragraph, four (4) consecutive months in pay status means any four (4) month period during which the FEMA Reservist is in pay status for at least part of each pay period.
[12] Employees may call toll-free at 1-800-222-0364, 24 hours a day, seven (7) days a week. Employees can also access services online at www.FOH4you.com.
[13] While Reservists will not receive a deployment request while on PANA, Reservists with approved PANA may receive a deployment request for a period that would encompass their approved PANA; the Reservist will have the right to decline the deployment request without receiving a declination penalty or cancel their approved PANA, without those days counting against their allotted PANA.

b. Reservists may request the use of PANA from their Supervisor of Record for any purpose. The Supervisor of Record will adjudicate each PANA request. During times of operational necessity, PANA requests may be denied. If the PANA request is received after being notified of a deployment, a deployment declination will be recorded.
c. PANA requests that are for five days or more must be submitted to their Supervisors of Record 30 days in advance. PANA requests that are equal to four or less days may not be requested more than two weeks in advance of the last day of the request.

2. Sick Leave

a. Reservists will accrue one hour of sick leave for every 20 hours in pay status, not to exceed four hours per pay period. Reservists accrue sick leave only during non-overtime regularly scheduled working hours.
b. FEMA Temporary Duty Supervisors may approve use of accrued sick leave to a Reservist when the employee:

(1) Receives medical, dental, or optical examination or treatment;
(2) Is physically or mentally ill or otherwise incapacitated;
(3) Would, as determined by appropriate health authorities, jeopardize the health of others by his or her presence in the workplace because of exposure to a communicable disease; or
(4) Makes necessary arrangements in connection with the death of a family member (spouse, child, sibling, and/or parent).

c. To use sick leave, a Reservist must:

(1) Be in a pay status;
(2) Be scheduled to work during the period sick leave is requested;
(3) Apply sick leave only to an employee's applicable basic 40 hour work week;
(4) Not be on any rotation as provided under FEMA Manual 122-1-1, "Travel Policy Manual," travel during extended TDY assignment or in an administratively directed non-pay status;
(5) Not be in-transit between the TDY assignment and the home of record in accordance with a travel authorization; and
(6) Not be using concurrently with Holiday or Administrative Leave Pay. If claimed on the same day as Administrative Leave Pay, it must involve a period of reporting for duty prior to the granting of Administrative Leave Pay.

d. Sick leave may be granted for short periods of time (less than three work days) without medical documentation. Temporary Duty Supervisors may, however, request medical evidence to support requests for sick leave regardless of the duration of the absence.
e. FEMA will reimburse the Reservist for lodging, meals & incidental expenses, and rental car (if applicable), during the period of sick leave up until he or she returns to work or demobilizes.
f. A Reservist's Supervisor of Record or appropriate Regional Administrator (RA), Federal Coordinating Officer (FCO) or Federal Disaster Recovery Coordinator

(FDRC) shall take appropriate steps to demobilize a Reservist if the supervisor has reason to believe the Reservist will be unable to perform his or her duties, due to illness, for more than seven days.

(1) If the Reservist is still unable to perform his or her duties, due to illness, upon return to his/her home duty station, the Reservist must request pre-approved non-availability (PANA) for recuperative time from his or her Cadre Coordinator.
(2) In these circumstances, the Reservist will be placed into the normal rotation for redeployment after the PANA has expired, unless the Reservist requests and is approved for an additional period of unavailability.

g. In situations where a Reservist is unable to perform his or her duties due to confirmed or suspected illness during a contagious phase, the Reservist's supervisor will approve accrued sick leave or non-pay status (if sick leave is exhausted) for the Reservist. At the discretion of the FCO, employees who are suspected or confirmed to have contracted a highly contagious disease may return to work following the contagion period with a medical note that they are no longer symptomatic.
h. A Reservist's sick leave from prior federal service will be re-credited pursuant to 5 C.F.R. § 630.502. Reservists must communicate with OCCHCO to ensure appropriate re-crediting of sick leave accrued during prior federal service.

3. Family and Medical Leave Act (FMLA)

a. Reservists may be eligible to receive unpaid unavailability pursuant to FMLA.[14] To be eligible for FMLA, a Reservist must have been employed by FEMA or elsewhere in the U.S. Government for 12 months cumulatively and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave .[15,16] An eligible Reservist's FMLA unavailability entitlement is limited to a total of 12 work weeks of leave during any calendar (see 29 C.F.R. § 825.200(a))
b. An eligible Reservist who is the spouse, son, daughter, parent, or next of kin of a Covered Service member who suffers a serious injury or illness on active military duty is entitled to 26 weeks of leave during a single 12-month period to care for the service member (see 29 C.F.R. § 825.127).
c. A Reservist must provide their Supervisor of Record at least 30 days advance notice, including all relevant supporting or medical documentation, before FMLA leave is to begin if the need for the leave is foreseeable. A Reservist will give

[14] 29 U.S.C. § 2612 and implementing regulations at 29 C.F.R. part 825.
[15] 52 weeks is deemed to be equal to 12 months for purposes of determining whether intermittent employment qualifies as 12 months. See 29 C.F.R. § 825.110(b). The week counts as a week of employment if an employee is maintained on the payroll for any part of a week, including any periods of paid or unpaid leave during which other benefits or compensation are provided by the employer. *Id*.
[16] See 29 C.F.R. § 825.109-110. The 12 months need not have been consecutive, except that employment prior to a continuous break in service of seven years or more will not be counted toward the time-in-service requirement. See 29 C.F.R. § 825.110(b)(1). Exceptions exist if the break in service was due to military service obligations or if there is a written agreement regarding the agency's intention to rehire the employee after the break in service. See 29 C.F.R. § 825.110(b)(2).

notice to their Supervisor of Record as soon as practicable if 30 days' notice is not practicable (see 29 C.F.R. § 825.302).

d. The Supervisor of Record may consult their Certifying Official who has the final authority to approve or deny a Reservist's request for FMLA and to determine the increments by which they grant FMLA.
e. Unavailability may be taken intermittently or on a reduced leave schedule, depending upon the purpose for which the unavailability is requested. Cadre Coordinators should consult with OCCHCO to determine whether intermittent unavailability or a reduced leave schedule is available for the requesting Reservist pursuant to 29 U.S.C. § 2612(b)(1); 29 C.F.R. § 825.202.
f. Any eligible Reservist who takes FMLA leave shall, on return from their leave, be restored to their previously-held FQS position or to an FQS position title with equivalent benefits, pay, and other terms and conditions of employment.
g. Reservists shall not accrue any sick leave or other employment benefits during their FMLA leave or receive any right, benefit, or position of employment upon their return other than any right, benefit, or position to which they would have been entitled if they had not taken the leave.

4. Extended Reservist Leave (ERL)

a. Reservists that require additional unpaid unavailability may request ERL for a period of not greater than 84 days per calendar year. ERL may be requested for one or more of the following:

(1) The birth of the Reservist's son or daughter, and to care for the newborn child;
(2) The placement of a son or daughter with the Reservist for adoption or foster care;
(3) A serious health condition that makes the employee unable to perform one or more of the essential functions of his/her job;
(4) The care for the Reservist's spouse, son, daughter, or parent with a serious health condition;
(5) Bereavement of a spouse, or a son, daughter, or parent of the Reservist;
(6) Jury duty; [17] or
(7) Other extenuating circumstances. [18]

b. Reservists found eligible to receive unavailability pursuant to FMLA will not be eligible for ERL, unless the Reservist requests the ERL for a purpose not covered by FMLA.

[17] A Reservist, who has received a court-ordered summons to serve on a jury, or as a witness in a non-FEMA court proceeding, shall be granted ERL for the entire period of such service. If the Reservist receives the summons while deployed and wishes to delay their jury service, the Supervisor of Record shall provide to the Reservist all necessary documentation to request relief of duty from the court. The eligible period of ERL runs from the date upon which the Reservist is required to report to the court until the date he/she is discharged.

[18] Reservists may apply for ERL to address unforeseen circumstances which are extreme, unusual, or of sufficient severity and magnitude to warrant an extended absence. For example, when a Reservist's home of record has been damaged, destroyed, or otherwise adversely affected by a natural or man-made disaster.

c. Certifying Coordinators have the authority to determine the increments of time for which they grant ERL, taking into account the facts and circumstances of each request, supporting documentation, and the increments previously provided to other Reservists in their cadre. The Certifying Coordinator shall convey their decision to the Supervisor of Record who must convey the Certifying Coordinator's decision to the Reservist. If the ERL was approved, the Certifying Coordinator will inform the FOD Deployment Branch of the ERL unavailability to ensure that the Reservist is made unavailable in the Deployment Tracking System for the appropriate amount of time.
d. At the conclusion of their ERL, the Reservist will be expected to deploy upon request and, subject to the exceptions previously noted, a deployment declination will be considered to be without reasonable cause.
e. Prior to returning to availability for deployment from a serious medical condition, a Reservist must provide documentation to their Supervisor of Record from their attending health care provider that he/she is cleared to return to work and is able to perform the essential functions of their FQS position title(s) or designated light duty assignment.

C. Activation and Deployment

Outcome: FEMA activates and deploys Reservists to support Stafford Act declared events.

1. Activation

   a. FOD shall activate and deploy Reservists in response to Stafford Act event-specific requirements established by RAs, FCOs, and/or FDRCs.

      (1) FOD will not activate or employ Reservists to perform functions that full-time staff (permanent full-time or CORE) should appropriately perform.
      (2) When requested by the RA, FOD may also activate and deploy Reservists for incidents in anticipation of a Stafford Act declaration.
      (3) The Director of the Workforce Management Division (WMD) will track and account for all Reservists' availability, readiness, deployment, training and FQS qualifications.
      (4) Except as noted in FD 010-8: FEMA Incident Workforce Deployment, FOD shall activate and deploy Reservists for all Incident Management assignments on a rotational basis by position and FQS qualification level.[19]
      (5) Reservists will not be assigned to Incident Support job titles.
      (6) Individual deployments away from a Reservist's residence of record to a single temporary work location will have a maximum duration of 50 consecutive weeks (including time spent on rotational travel). In extraordinary circumstances when FEMA requires a Reservist to deploy away from home to a single temporary work location for not less than six months, but no more than 30 months, the Associate Administrator for

[19] When necessary and appropriate for effective mission accomplishment, FOD may elect to modify or deviate from the rotation list by deploying those Reservists nearest to the location of disaster.

Response and Recovery may authorize a Temporary Change of Station in accordance with Federal Travel Regulation.

(7) FEMA requires Reservists to update their contact information and availability through the Deployment Tracking System and to be available to deploy on 24 hours' notice at all times during the term of their appointment unless approved for:

i. PANA;
ii. Reservist military leave;
iii. FMLA
iv. ERL.

(8) When on PANA, Reservist Military Leave, FMLA or ERL, Reservists are not available to deploy on demand and FOD will not place them in rotation for deployment.

(9) FEMA also requires Reservists to maintain a government issued travel card in good standing at all times. If travel card is placed in suspension, Supervisor of Record will change the Reservist status to "unavailable" in the Deployment Tracking System.

(10) When not activated, Reservists shall respond to deployment notifications at the earliest possible time, and in all cases, within 24 hours of the transmission of the call or email. Failure to return a deployment request call/email from FOD within 24 hours of FOD placing the call or the time/date stamp on the email constitutes a declination to deploy.

(11) The Director, Workforce Development Division, in coordination with the respective Cadre Coordinator shall deploy Reservists who require classroom instruction per an open Qualification Sheet when the Reservists is not in a deployed status and is listed as "available" in FEMA's Deployment Tracking System to scheduled courses. Failure to accept this deployment will constitute a declination to deploy.

2. Declinations

a. If a Reservist listed as "available" in FEMA's Deployment System fails to deploy upon activation, FOD shall document each such failure and maintain a record of it for three years or longer if required by applicable records retention policies.
b. If a Reservist declines three deployments within one calendar year while in "available" status, and without reasonable cause for doing so, the Cadre Coordinator in coordination with FOD shall direct OCCHCO to terminate the Reservist's appointment.
c. Reasonable cause for declining a deployment request includes, but is not limited to the following scenarios:

(1) An annuitant who receives a deployment to a specific incident site whose salary offset will not be waived at the time of deployment;[20]
(2) A Reservist who submitted a timely request for PANA, ERL, FMLA, or Reservist Military Leave to their Supervisor of Record prior to the deployment request and whose request would have otherwise made them unavailable to deploy on the date of the deployment request
(3) A Reservist who has a spontaneous life event, as determined by the Cadre Coordinator, that qualifies for ERL and/or FMLA or receives military activation orders but was reasonably not able to notify their Cadre Coordinator of the life event or activation orders to obtain approved unavailability
(4) A Reservist who has requested or is otherwise engaged in the reasonable accommodation process pursuant to Section 501 of the Rehabilitation Act of 1973 and cannot deploy without that accommodation or whose previously-agreed upon accommodation prevents them from accepting the deployment request;
(5) A Reservist who has already declined one deployment on the date of the deployment request;
(6) A Reservist who has already received activation orders for a separate deployment;
(7) A Reservist who declines a deployment immediately subsequent to their demobilization from another deployment, such that the Reservist was not provided one day of unavailability for every month of deployment that did not contain rotational travel; or
(8) A Reservist deployment request occurred on the basis of an administrative error not already listed above.

d. Reservists may not deploy or accept deployment if they do not hold a government-issued travel charge card in good standing. In the event that a Reservist must decline a deployment request because their government-issued travel charge card is lost or suspended, FOD shall normally consider this a declination without reasonable cause.

3. Unavailability for Military Service

a. Reservists who are members of the National Guard or Reserve component of the U.S. Armed Forces and present valid military activation orders to their Supervisors of Record are eligible for unavailability for the duration of their military activation orders.
b. Reservists shall not receive compensation or be in a pay status during this period of unavailability.

[20] Annuitants under the Federal Employees' Retirement System (FERS) and under the Civil Service Retirement System will have their salaries reduced (offset) by the amount of the annuity that are entitled to receive during their period of employment unless FEMA is able to utilize an offset waiver authority. *See* 5 U.S.C. § 8344(a) (covering CSRS); 5 U.S.C. § 8468(a) (covering FERS).

c. Upon notification of deactivation of military orders, Reservists are encouraged to contact their Supervisor of Record as soon as possible to coordinate their availability.

D. Training

Outcome: FEMA establishes training requirements for all Reservists and for specific FQS positions.

1. Mandatory Training

   a. Reservists shall complete all mandatory training identified by FEMA, including initial ethics orientation provided by the Office of the Chief Counsel (OCC). Initial ethics orientation will be completed within 90 days of the Reservists date of entry (in accordance with 5 C.F.R. § 2638.703). Confidential financial disclosure filers must complete one hour of annual ethics training per calendar year required by 5 C.F.R. § 2638.705.
   b. The cadre coordinator must activate the Reservist for the applicable pay period to be compensated for verified training. Mandatory online training completion will be tracked by the cadre coordinator and compensation will be authorized to Reservists in non-pay status.

2. FEMA Qualification System

   a. FEMA shall train and certify all Reservists in accordance with FQS. All personnel shall carry out FQS operations in accordance with the *FEMA Qualification System Guide for Incident Management and Incident Support Positions* (available at http://www.fema.gov/about/employees/fqs.shtm) and other authorized FQS supporting documentation.
   b. Reservists will remain in entry-level "Trainee" positions until they have completed the requisite training and position task-book (PTB), at which point they will be certified by the proper Certifying Authority as "Qualified" for that FQS Position.
   c. An FQS-qualified Reservist may pursue a higher FQS title as a "Candidate" when selected by a Certifying Official to open a new PTB.
   d. If a deployed Reservist has an open PTB in the FQS position to which they are a candidate, that Reservist must receive a PTB evaluation from an FQS coach evaluator (if assigned) prior to demobilization.
   e. It is the responsibility of the respective Cadre Coordinator, in coordination with the Director, WDD to ensure a qualified coach evaluator is assigned to all Reservists who are deployed in a "Trainee" or "Candidate" status.

E. Government Equipment

Outcome: Reservists are equipped with the requisite equipment to efficiently meet mission requirements.

1. Equipment

   a. As soon as practicable after appointment, FEMA shall furnish every Reservist with appropriate, OCIO approved mobile communication equipment.

b. Reservists in specific FQS positions, as identified by, Certifying Authorities, and approved by the Assistant Administrator, FOD, may also receive computing equipment.
c. Reservists in non-identified positions will receive equipment as soon as possible upon arrival at their deployed location. Type and nature of equipment provided will be dependent on the FQS position held.
d. All FEMA-distinctive clothing issued to Reservists shall be ordered, issued, and worn in accordance with FD 123-18: *Standard FEMA-Distinctive Clothing*, or its successor.
e. Reservists shall use, display, and present their FEMA-issued Government identification card only when activated and for lawful purposes.

2. Accountability

a. Each Reservist must accept receipt and sign a Revocable License Agreement acknowledging acceptance and responsibility of, and custody of all government property, issued to them.
b. Each Reservist is responsible for the proper use, care, and physical protection of all such property while in their custody. For Reservists who are issued laptops during non-activation, proper care includes connecting to a FEMA network at least once every two weeks.
c. FOD, in coordination with the Logistics Management Directorate, or the Cadre Coordinator may recall government equipment at any time and for any reason.[21]
d. Each Reservist will immediately, and within no more than 24 hours, notify their Supervisor of Record in the event that any government issued equipment is lost, stolen, damaged, unserviceable or destroyed due to negligence, misconduct, or unauthorized use.

   (1) Reservists must complete and submit FEMA Form 119-7-1-1: Report of Survey, to their Accountable Property Officer to document the circumstances of any loss, theft, damage, unserviceability or destruction to government-issued equipment; and
   (2) Reservists must file a police report for stolen equipment.

e. In coordination with their Supervisor of Record and Accountable Property Officer, Reservists must return all FEMA-issued equipment to either the Disaster Information System Clearinghouse (DISC), or an Accountable Property Officer at a FEMA facility, at the earliest opportunity upon the conclusion of their term of employment and/or activation. A Reservist may be charged the Market Value for any equipment not returned within 14 days via a payroll deduction or collections.
f. In the event that a Reservist dies while deployed to a disaster site, the Supervisor of Record for the deceased shall coordinate with the FCO -

[21] See FD 119-7: *Federal Personal Property Management Directive* and FEMA Manual 119-7-1: *Personal Property* for custodian responsibilities.

designated Federal Official and the Joint Field Office Logistics Section Chief to ascertain the status and retrieve all Government issued property.

F. Performance Management and Disciplinary Process

Outcome: FEMA has clear expectations for performance management, feedback and has a process to address disciplinary actions.

1. Performance Management
    a. Performance management is dictated by the OCCHCO, who will develop and maintain an agency approved Deployment Performance Appraisal to evaluate all Reservists in a deployed status.
    b. Temporary Duty Supervisors will complete a Deployment Performance Appraisal on each Reservist and provide Cadre Coordinators with feedback on the performance of Reservists during deployments. Temporary Duty Supervisors must report and document instances of poor performance or misconduct to the Cadre Coordinator or the Supervisor of Record. The Cadre Coordinator or the Supervisor of Record must consult with the OCCHCO Employee Relations Branch prior to initiating any disciplinary action.
    c. Temporary Duty Supervisors will provide day-to-day supervision of the deployed Reservists and assign work that corresponds to their FQS qualifications.
    d. Each Reservists will be provided with a Deployment Performance Appraisal by their Temporary Duty Supervisor prior to their demobilization. The performance evaluation will identify if the Reservist deployed the requisite amount of days, and ensure documentation is recorded in the approved system of record.
2. Disciplinary Process
    a. In coordination with OCCHCO, Cadre Coordinators are responsible for acting on all allegations of misconduct. Allegations of misconduct shall be referred to the Office of the Chief Security Officer and OCCHCO Employee Relations Branch.
    b. Cadre Coordinators will follow FEMA Directive 123-19: *FEMA Administrative Investigations Policy*, to report misconduct to the DHS Office of Inspector General.
    c. In all cases where misconduct is alleged, the OCCHCO Employee Relations Branch shall advise the FCO and Cadre Coordinator as to demobilization or continued activation of the Reservist. If the Cadre Coordinator and FCO disagree concerning whether to demobilize the Reservist, the issue will be presented to the Associate Administrator of Response and Recovery for resolution.
    d. If FEMA receives information that a Reservist has been arrested or indicted for a crime, the Reservist's Supervisor of Record and the FCO shall contact both Office of the Chief Security Officer and the OCCHCO Employee Relations Branch for guidance. The FCO, after consulting with the Supervisor of Record and OCCHCO, will issue a final decision concerning

whether the Reservist will be allowed to continue working or will be demobilized. The Reservist may be placed temporarily in a non-duty, non-pay status until a decision is made by the Agency.[22]

e. Temporary Duty Supervisors, in consultation with Employee Relations, who have reason to believe that a Reservist has misused sick leave privileges may place the Reservist on sick leave restriction. When placed on sick leave restrictions, the Reservist is required to provide medical documentation from a health care provider to support all requests for sick leave.
f. If a Reservist who has been placed on a sick leave restriction fails to comply with the terms of the sick leave restriction notice, he or she may be demobilized and may be subject to disciplinary action, up to and including removal.
g. Violation of the Reservist's Revocable License Agreement (see Government Equipment, Accountability) may result in disciplinary action, including termination of employment.

3. Awards and Recognition

a. Reservists are eligible to receive recognition awards for performance, achievements, innovations, and contributions toward meeting Agency strategic and performance goals and improving efficiency, effectiveness, and economy of the government.[23] Temporary Duty Supervisors and Cadre Coordinators may make award nomination recommendation with the approval of the FCO.
b. Award types vary and, subject to the availability of appropriations, may be:

(1) Non-Monetary – awards that do not convey money. Recipients generally receive certificates.
(2) Monetary – when funded for Reservists, Cadre Coordinators or Temporary Duty Supervisors may nominate a Reservist for a special act award for exceptional contributions, services, achievements, or quality work for an appropriate amount in accordance with FEMA policy and OCCHCO guidance.

c. Reservists are ineligible for time-off awards.
d. Eligibility for award nomination will be dictated by OCCHCO.

G. Deviating From Existing Doctrine, Policy, Directive, or Instructions to Address the Unique Needs of an Ongoing Disaster or Emergency

Consistent with FEMA Directive 112-12 and its supporting Instructions 112-12-1, the Field Operations Directorate will consult with the Office of Policy and Program Analysis and OCC to consider issuing a disaster-specific waiver of this directive. Doctrine,

[22] Items of consideration include, but are not limited to: the nature of the offense; whether the Reservist is incarcerated; the existing evidence concerning the offense; whether the Reservist is a security risk; whether there is a reasonable belief that the employee committed an offense for which a prisons sentence may be imposed; and the notoriety of the offense, that is, the impact of the offense on the field office's ability to conduct business due to the Reservist's continued presence.
[23] FM 255-4-1: Employee Awards and Recognition, does not apply to Reservists.

policies, directives, and instructions that apply to only one disaster or emergency situation are not allowed. Following the disaster or emergency, the Field Operations Directorate will assess whether changes are required to the waived doctrine, policy, directive, or instructions.



Corey D. Gruber
Acting Associate Administrator
Office of Response and Recovery

January 26, 2017
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

FEMA Directive 010-06 will be reviewed, reissued, revised, or rescinded within four years of the issue date.

AUTHORITIES

A. Homeland Security Act of 2002, Pub. L. No. 107-296.
B. Post-Katrina Emergency Management Reform Act (PKEMRA), Pub. L. No. 109-295 (Oct. 4, 2006).
C. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288, as amended (Stafford Act), 42 U.S.C. § 5149.

REFERENCES

A. FEMA Qualification System Guide.
B. Cadre Management Guide, October 2014.
C. FD 010-8, FEMA Incident Workforce Deployment, Revised, October 16, 2014.
D. FD 010-9, Cadre Management Directive, June 9, 2014.
E. FD 119-7: Federal Personal Property Management Directive, April 13, 2011
F. FD 123-18-REV, Standard FEMA-Distinctive Clothing, July 25, 2011.
G. FD 123-19, Administrative Investigations Directive, April 3, 2012.
H. FEMA Manual 123-9-1, Telework, January 9, 2013.
I. FEMA Manual 253-4-1, Disaster Reservist Holiday Pay and Administrative Leave Policy, May 7, 2010.
J. FEMA Manual 253-2-1, Premium Pay, February 11, 2014

FORMS PRESCRIBED

A. Custody Receipt For Government Property Issued for FEMA Reservist Workforce Retention, FEMA Form 119-7-1-3A.
B. Health Benefits Election Form, SF-2809.
C. Report of Survey, FEMA Form 119-7-1.
D. Request for Personnel Action, Standard Form 52.

DEFINITIONS

Accountable Property Officer: An individual designated in writing to maintain the accountability for FEMA property (in use or storage) in accordance with a prescribed system which shows the authorized debits, credits, and available balances on hand or obligated for use in such an activity. An Accountable Property Officer must be a FEMA employee. Contractors may not be used to fulfill the Accountable Property Officer roles and responsibilities.

Activation: The call-up, deployment, or mobilization process that places a Reservist in a pay status for work at a specific disaster site, training facility, or at home for training. Only the FOD may activate a Reservist.

Annuitant: A current or former civilian employee who is receiving, or meets the legal requirements and is applying or has announced intention to apply for, an annuity under subchapter III of chapter 83 or chapter 84 of Title 5, United States Code, based on his or her service.

Appointment: The act of placing a Reservist in FEMA employment under the authority provided within the Stafford Act

Available: The status of a FEMA incident workforce member who can readily deploy in support of an incident in either an Incident Management or Incident Support role.

Break in Service: The period at which a Reservist no longer works in the Federal Government. A break of three calendar days or less between appointments to federal service is not considered to be a break in service.

Cadre: A group of FEMA full-time equivalent and intermittent employees organized by operational or programmatic and FEMA Qualification System (FQS) positions that perform disaster-related duties during FEMA incident operations.

Cadre Coordinator: A FEMA employee with delegated authority from the Certifying Authority to oversee all aspects of day-to-day cadre management, including staffing, equipping, training, qualifying, and performance of the cadre and its members.

Candidate: An individual who is qualified in at least one FQS position and selected by a Certifying Official to open a new position task book for a higher FQS job title. The individual remains a candidate until he or she completes the entire qualification process and receives a new FQS qualification letter.

Certification: The validation and affirmation of the qualification process for a FEMA FQS position.

Certifying Authority: The highest-ranking FEMA official – Assistant Administrator equivalent or higher – for an incident workforce cadre. The CA may delegate FQS authority (in accordance with the FQS Guide) and cadre management authorities to the Certifying Official and/or Cadre Coordinator, but is responsible for assigning, certification, recertification and decertification of the cadre members and bears the responsibility for the effective management and performance of the cadre.

Certifying Official: A person designated by the CA to manage FQS for a specific incident workforce cadre, with the authority to issue position task books and certify individuals for specific FQS positions. The CO cannot delegate this authority.

Conditions of Employment: The terms under which all Reservists must comply to maintain an Appointment.

Confidential Financial Disclosure (Office of Government Ethics (OGE) Form 450) Filer: A Reservist who, due to their assigned FQS title, must file confidential financial disclosure reports (OGE Form 450s) as directed by the OGE and FEMA OCC per 5

C.F.R. § 2634 Subpart I. Reservists in these titles are assigned FEMA duties that involve the exercise of significant discretion in certain sensitive areas. The OGE Form 450 reports serve to ensure confidence in the integrity of FEMA operations by preventing conflicts of interest and to identify potential conflicts of interest. If required by their position title, timely filing of OGE Form 450 reports is a condition of employment for filers.

Covered Servicemember: A covered member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness; or a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. 29 U.S.C. § 2611(15).

Demobilize: The release of a deployed individual from an incident for return to his or her official duty station.

Deployment: The movement of personnel based on official orders to a Temporary Duty (TDY) station to fulfill incident management or support requirements, including training related to those activities.

Duty Station of Record (or Official Duty Station): The Reservist's address of primary residence.

Deployment Tracking System: A central database used to ensure the accuracy of employee information and deployment records, determine workforce readiness, track personnel, and generate accurate reports of FEMA deployment activity for use by the Department of Homeland Security (DHS)/FEMA management.

Extended Reservist Leave (ERL): A special form of unpaid leave available only to Reservists not activated for deployment. ERL will not be provided to Reservists found eligible for unpaid leave under Family and Medical Leave Act (FMLA), unless the Reservist requests the ERL for a purpose not covered by FMLA. When on approved ERL, a Reservist is not available to deploy on demand and FOD will not place them in rotation for deployment. Reservists may take up to 84 calendar days per year of ERL when necessary. Unexpended ERL may not be carried over from one calendar year to a subsequent calendar year.

FEMA Qualification System (FQS): A performance-based system for certifying FEMA employees as "Qualified" or "Trainees" in Incident Management and Incident Support positions. Certification is based on successful completion of required experience, required training, and demonstrated performance.

Force Structure: A FEMA model that establishes incident personnel staffing requirements based on analysis of historical deployment data, readiness requirements, and likely future conditions.

Paid Leave: Holiday, administrative or accrued sick leave accounting for basic work hours while in an active status.

Pay Status: Any period of time during which an employee receives pay for time worked.

Pre-Approved Non-Availability (PANA):[24] A special form of unpaid time during which a Reservist is unavailable. This designation is only available to Reservists when they are not activated for deployment.

Position Task Book (PTB): A document that lists the critical behaviors, activities, and tasks required to become certified for a given Incident Management or Incident Support position within FQS; successful completion of all tasks in the PTB, as determined by an authorized FQS evaluator, is the basis for recommending a trainee or candidate for certification.

Qualifying Exigency: for purposes of FMLA, see 29 C.F.R. § 825.126.

Readiness: The condition of an individual, team, group, or organization that demonstrates their ability to meet a designated assignment.

Reservist: Employees hired under FEMA's Stafford Act authority who works intermittently as required in support of disaster operations.

Reservist Military Leave: Leave for members of the National Guard or Reserve components of the U.S. Armed forces while called to active duty, and in accordance with 5 U.S.C. § 6323, except that FEMA Reservists shall not receive compensation or be in a Pay Status for any period of Reservist Military Leave. A Reservist who presents valid military activation orders shall be entitled to military leave for the entirety of any periods covered by the military orders. Reservist Military Leave is provided in addition to PANA, ERL, and FMLA.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. *See* 29 U.S.C. § 2611(11).

Special Qualifications: Unique skills or abilities not required for core FQS certification, but valuable to Agency operations, including, but not limited to, professional certifications (such as a warranted contracting officers), professional skills (such as a language), or unusual certifications required for particular assignments (e.g. Hazardous Materials qualification).

Temporary Duty Supervisor: The manager under whose supervision a deployed employee will work.

Supervisor of Record: The supervisor with the responsibility to exercise independent judgment to direct an employee on all matters relating, but not limited to, assignment and evaluation of work, administration, training, property accountability, and to discipline or terminate the employee.

QUESTIONS

Please direct questions or comments regarding this Directive to the Field Operations Directorate at FEMA-WMD Cadre Support@fema.dhs.gov.

[24] This term was formerly known as Reservist Leave in the original version of this Directive. These terms are one in the same and can be used interchangeably.

Travel Regulations

FEDERAL EMERGENCY
MANAGEMENT AGENCY

MANUAL | **Date** November 25, 1988 | **Number** 6200.1 | OC

Travel Regulations

Foreword

This revised manual updates the internal Federal Emergency Management Agency (FEMA) policies and procedures to be observed in connection with official travel of the Agency. It is important that Agency approving and authorizing officials and travelers be familiar with the provisions of the manual. The cooperation of all approving and authorizing officials and travelers is needed to ensure that only essential travel is performed and at minimum cost.

Travelers are responsible for exercising the same care in incurring travel expenses that a prudent person would exercise if traveling at his/her own expense.

George H. Orrell

George H. Orrell
Comptroller

Distribution:

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Chapter 1

General Information

1-1. Purpose. This manual revises the Federal Emergency Management Agency's (FEMA's) policy and procedures for the performance of travel for official business.

1-2. Applicability and Scope. The provisions of this manual are applicable to the following personnel when authorized to perform travel for official business:

a. All FEMA employees in headquarters, regions, and field establishments;

b. Individuals serving without pay;

c. Individuals serving at one dollar per year;

d. Individuals employed intermittently in Federal Government service as consultants or experts, and paid on a daily when-actually employed basis;

e. Disaster Assistance Employees;

f. Cost-reimbursable contractors; and

g. Invitational travelers.

1-3. Supersession. The provisions of the manual supersede FEMA Manual 6200.1, Travel Regulations, dated October 26, 1981, and all changes thereto.

1-4. Authorities. See appendix A for a complete listing of the appropriate authorities.

1-5. References. See appendix A for a complete listing of the appropriate references.

1-6. Policy.

a. Leave on First/Last Day of Travel. In all instances, due consideration will be given to the welfare and comfort of an employee traveling for the Agency. No employee will be REQUIRED to work more than 8 hours a day. Given these requirements, the following policy is to be adhered to subject to supervisory discretion.

(1) First Day of Trip. If a traveler can perform 2 hours of work (within the 8-hour workday) at his/her duty station and still have sufficient time to arrive at the destination, he/she is expected to do so.

(2) Last Day of Trip. If a traveler can return to his/her duty station and still perform 2 hours of work (within the 8-hour workday), he/she is expected to do so.

(3) Leave to be Charged. Leave must be charged when the traveler CHOOSES not to adhere to the above.

b. Acceptance of Traveling Expenses from Outside Sources. In view of the general prohibition against augmenting appropriations or supplementing Government salaries by acceptance of amounts from sources outside the Government (18 USC 209), travel arrangements involving payment of all or part of the expenses from non-Federal funds should be critically reviewed by the Office of General Counsel to determine whether acceptance of such monies would violate pertinent laws and regulations. Non-Federal funds may be used for training or attendance at meetings under the Goverment Employees Training Act (5 USC 4111). In those cases where a private organization cooperating with the Agency agrees to pay travel expenses of various Agency travelers, it is necessary that a memorandum of understanding be prepared. The agreement should provide for the cooperating party to be billed in the amount of approved expenses shown on the traveler's reimbursement voucher. Under no circumstances will the traveler accept money from the non-Federal entities or enter into an agreement whereby he/she will incur expenses and submit a voucher directly to the cooperating party. Exceptions to this policy will be made only in compelling circumstances and must be approved by the Chief of Staff. Requests for approval must be in writing and contain the following:

(1) A statement that the reimbursement was not solicited by the FEMA employee;

(2) An explanation of the purpose of the trip, and how it falls under Civil Defense or Fire Acts;

(3) An explanation of how the reimbursement will be made with a statement that all expenses will be paid in such a way that no money will be received by the employee;

(4) A statement that expenses will fall within the Federal travel limitations; and

(5) A statement that the funds being used by the outside source were not funds which the outside source received from the Federal Government in any form.

c. Upon receipt of approval from the Chief of Staff, FEMA Form 60-2, Official Travel Authorization, must be prepared by the employee. Employees must ensure that a copy of the memorandum of approval from the Chief of Staff is attached to the original and all copies of the travel authorization form. Copies 1 and 2 of FEMA Form 60-2, are sent to the Accounting Division, Office of the Comptroller.

d. Travel for Employment Interviews. In conformance with the Office of Personnel Management (OPM) Regulations, it is the policy of the Agency to permit travel for prospective employee interviews only in very rigidly defined circumstances. It is incumbent upon the official requesting such travel to contact the Office of Personnel, FEMA, prior to initiating any action. No travel of this nature will be considered authorized until the signature of the Director, Office of Personnel and Equal Opportunity (OPEO), FEMA, appears on the travel authorization or a memorandum signed by this person is attached to the FEMA Form 60-2. Travel expenses may be paid when the Director, OPEO determines such travel is in accordance with Federal Personnel Manual (FPM), Chapter 571 and Federal Personnel Letter 571-68.

e. Overtime During Travel Status. Policies governing overtime for employees in travel status are stated in the current edition of FEMA Instruction 3200.1, Overtime Policy, effective edition.

1-7. Background.

a. The expenses authorized to be paid or reimbursed are specified in these travel regulations in detail. It is not left to the discretion of the traveler or the Agency to incur expenses to be paid by the Government which are not authorized by these regulations. Interpretation of the laws and regulations pertaining to the payment of travel expenses is vested in the Comptroller General of the United States, whose decisions are binding on travelers, and on the officers of the United States who are authorized by law to certify payment of travel expenses.

b. The incurrence and payment of all travel expenses for the Agency will be governed by the applicable laws, General Service Administration's (GSA), Federal Travel Regulations, and Decisions of the Comptroller General. This manual supplements the governing laws and regulations pertaining to travel, particularly the Federal Travel Regulations (FTR).

c. If the provisions of this manual do not address or are in conflict with the most current provisions of the Federal Travel Regulations (Federal Property Management Regulations (FPMR) 41 CFR 101-7), Part 101-7 will govern.

1-8. The Privacy Act. The Privacy Act of 1974 requires that an agency inform individuals of whether disclosure of information is voluntary or mandatory, the statutory or other authority for soliciting the information and the uses that will be made of the information. Specifically, this paragraph addresses the use of an employee's social security number (SSN). An employee's SSN is solicited under the authority of the Internal Revenue Code (26 USC 6011(b) and 6109), for use as a taxpayer and/or employee identification number; disclosure is MANDATORY on vouchers claiming travel and/or relocation allowance expense reimbursement which is, or may be, taxable income. Disclosure of the SSN and other requested information is voluntary in all other instances; however, failure to provide the information (other than SSN) required to support the claim may result in delay or loss of reimbursement.

1-9. Responsibilities. The Director, FEMA, has the authority to delegate travel authorities to other officers in the Agency while retaining direct control over the remaining authorities. Not withstanding any delegation of travel authority to any subordinate officers of FEMA, the Director, FEMA, retains the right to exercise any delegated authority. Persons involved in any aspect of the travel process should be aware of their responsibilities and the severe penalties for falsifying information concerning official travel. No officer or employee, other than the Director, FEMA, and in limited situations Regional Directors (see paragraph 1-9(4)(c), may approve or authorize his or her own travel authorization or voucher. The term authorize official travel means the official authorized to sign block 23 of FEMA Form 60-2, Official Travel Authorization.

a. The Director, FEMA, is responsible for:

(1) Authorizing his/her own travel;

(2) Travel by the Deputy Director and the Chief of Staff;

(3) Travel outside the United States, its territories and possessions (see chapters 31 through 38 for rules governing foreign travel); and,

(4) First-class travel.

b. The Deputy Director or Chief of Staff is responsible for authorizing the following types of travel:

(1) Travel by Administrators, Associate Directors and Staff Office Heads;

(2) Foreign Travel;

(3) Permanent change of station travel;

(4) Approve first-class travel; and,

(5) Travel of FEMA employees funded by sources other than FEMA funds.

c. Regional Directors are responsible for authorizing temporary duty travel for themselves. Verbal notification of such travel must be made to the Chief of Staff or the Office of Regional Operations prior to the temporary duty travel. Regional Directors are the authorizing officials for travel performed by employees of their region and are delegated authority to authorize travel on an actual subsistence basis when the conditions of paragraph 19-19 are met. They may authorize invitational travel only WITHIN the region. All other invitational travel must be authorized by the Director, FEMA.

d. Administrators, Associate Directors, Staff Office Directors, and Regional Directors are responsible for authorizing official travel performed by employees under their jurisdiction. This includes all types of travel not reserved by the Director, FEMA, or delegated to another official.

e. The Comptroller is responsible for authorizing travel and expenses pursuant to relocation of the official duty station of a FEMA employee and all invitational travel not approved by the Director, FEMA, delegated official, or the Regional Directors. The Comptroller is responsible for authorizing travel on an actual subsistence basis for headquarters, NETC, and the SF when the conditions of paragraph 19-19 are met.

f. The Inspector General is responsible for travel performed by employees assigned to the Office of the Inspector General in headquarters and regional offices. This includes all types of travel not reserved by the Director, FEMA, or delegated to another official.

g. Travelers. All employees who perform official travel are responsible for:

(1) Being thoroughly familiar with Agency travel regulations. Lack of knowledge of such regulations does not justify reimbursement of expenses not allowable within the provisions stated in this manual.

(2) Planning itineraries to accomplish the purpose at the least cost. Excess costs, circuitous routes, delays, or luxury accommodations and services unnecessary or unjustified in the performance of official business are not acceptable under this standard.

(3) Exercising sound and reasonable judgment regarding travel to ensure its purpose is promptly and properly achieved.

(4) Incurring only those lodging and other subsistence expenses as would a prudent person traveling on personal business.

(5) Being personally responsible for the additional cost of first-class air travel when less than first-class accommodations should have been used.

1-10. Approving and Authorizing Officials.

a. Approving Official. This official is a staff or program official, branch chief or above, who has been delegated authority, in writing, to approve travel. Normally the approving official is the traveler's supervisor who has full knowledge of the purpose and requirements of the proposed travel. In signing the travel authorization, the approving official is ensuring that:

(1) The traveler is eligible to travel at Agency expense and the proposed travel is in accordance with Governmentwide regulations, Decisions of the Comptroller General, and Agency policy and instructions. The per diem rates provided for under these regulations represent the maximum allowable.

Authorization and approval of per diem allowances in excess of amounts required to meet the necessary subsistence expenses of official travel shall not be approved;

(2) The FEMA Form 60-2 indicates the specific purpose of the travel, dates, itinerary, mode of transportation, allowances, administration limitations, and required justifications, if any;

(3) Annual leave to be taken while employee is in a travel status is approved;

(4) The time and attendance clerk will be supplied with the required documentation if annual leave is approved;

(5) An employee, who normally travels under a blanket travel authorization, will travel under a trip-by-trip authorization when annual leave is to be taken while in travel status;

(6) The travel vouchers of persons under the approving official's supervision will be reviewed before they are submitted for payment; and,

(7) To the fullest extent possible, determine the costs claimed on the voucher were actually incurred and necessary.

b. Authorizing Official. This official is a staff or program official, identified in subparagraphs 1-9c(1),(2),(3), and (4), above the level of the approving official, who has been delegated the authority to authorize travel. In signing the FEMA Form 60-2, the authorizing official certifies the following:

(1) The traveler is eligible to travel at Agency expense and the proposed travel is in accordance with Governmentwide regulations, Decisions of the Comptroller General, and Agency policy and procedures. The per diem rates provided for under these regulations represent the maximum allowable. Authorization and approval of per diem allowances in excess of amounts required to meet the necessary subsistence expenses of official travel shall not be approved;

(2) The proposed travel has been reviewed and determined to be essential to the accomplishment of Agency programs and missions;

(3) The authorized itinerary is the most economical and expeditious to achieve the purpose of the trip;

(4) The official purpose of the travel as stated on FEMA Form 60-2, is the sole reason for the trip at Government expense;

(5) All requested annual leave while in travel status is authorized by the authorizing official in the employee's supervisory chain of command. If leave is requested in connection with headquarter's directed travel or other travel authorized outside of an employee's supervisory chain of command, the travel authorization must show the annual leave to be taken and be countersigned by an authorizing official in the employee's supervisory chain of command. The authorizing official must approve the travel authorization and the request for annual leave must be initialed by the same official;

(6) The annual leave requested is purely incidential;

(7) The requested leave will not cause additional travel costs to the Government or deter efficiency of official business; and,

(8) The authorizing official shall certify, by signing as approving officer on the Standard Form (SF) 1012, Travel Voucher, that all long distance calls were made on official business, and in the interest of the Government. This delegation is made according to the requirements of 31 USC 780a.

c. Redelegations. Authority delegated in paragraph 1-9, unless otherwise specifically provided, may be redelegated in whole or in part provided any such redelegation is in writing and approved by the officer to whom the authority is initially delegated. This restriction does not apply to a temporary redelegation of authority to a deputy or assistant to exercise during the officer's absence.

1-11. Federal Employee as a Witness. A Federal employee who testifies in his/her official capacity or produces official records on behalf of a party other than the United States is entitled to Government travel expenses, reduced to the extent that such expenses are paid by the court, authority or party which caused the employee to be summoned. Payment of per diem, travel and mileage costs, etc., shall be in accordance with the rates prescribed in this manual. Details are contained in a memorandum from the General Counsel dated April 27, 1981, subject: Expert Witness. Consult this issuance of the Office of General Counsel prior to requesting authorization for travel costs to ensure costs are payable by the Agency.

1-12. Authorized Personal Telephone Calls on Overnight Temporary Duty.

a. Within the Continental United States (CONUS). One brief (three to five minutes) telephone call to the employee's residence daily or to a second party caring for personal property, children, or other dependents of the employee while on official Government business. The total cost of the telephone call(s) may not exceed $5.00 per day or a maximum of $15.00 for any one week (5-7 days) temporary duty assignment.

b. Outside the Continental United States (OCONUS). One brief (three to five minutes) telephone call to the employee's residence daily or to a second party caring for personal property, children, or other dependents of the employee while on official Government business. The total cost of the telephone call(s) may not exceed $7.50 per day or a maximum of $22.50 for any one week (5-7 days) temporary duty assignment.

1-13. Agency Close Down. When Agency operations are temporarily closed down due to a lack of funding authority, decisions must be made with respect to the continuation of official travel by FEMA employees who are in travel status when the close down occurs.

a. Employees engaged in essential operations of the following nature may remain in travel status at the discretion of the program or office director, unless notified to the contrary by the Director, FEMA.

(1) National security;

(2) Emergency and disaster assistance;

(3) The protection of life and property; and

(4) The orderly suspension of the Agency's activities.

b. Employees performing activities under no-year, multi-year, or other funds may remain in travel status at the discretion of Program and Office Directors, unless the Director, FEMA, notifies the Program or Office Directors to the contrary.

c. All other FEMA employees in travel status at the time an Agency close down is initiated must be ordered to stop work at the time the furlough goes into effect. They should not resume working or return to their official duty station until advised to do so by their Program Manager or Office Director.

d. Program and Office Directors should order the cancellation of non-essential travel before it is initiated if a furlough appears imminent.

1-14. Recording Travel Obligations at the End of a Fiscal Year.

a. The obligation of travel and transportation funds when travel begins in one fiscal year and extends into another fiscal year should be applied as described below, assuming the availability of funds in FY 19XX via an appropriation or a continuing resolution. In some cases, it may be necessary to complete two travel authorizations and vouchers.

b. Where tickets are purchased in one fiscal year and travel is performed in the following fiscal year, the obligation is chargeable to the year in which the travel is performed, even though early purchase of the tickets may have been necessary to ensure reservations.

c. A "continuous journey" involving more than one segment obligates funds of the year in which the ticket was purchased, as long as the trip starts in that same fiscal year. However, procurement of transportation en route is a new obligation. Similarly, a round-trip ticket obligates funds at the time of purchase as long as the trip starts in the same fiscal year. However, if the return portion of the ticket cannot be used and a separate return ticket must be purchased, a new obligation is created.

d. Per diem incident to official travel accrues from day to day. Per diem allowances are chargeable to appropriations current when the allowances accrue (e.g., when the expenditures are made). Thus, where travel begins in one fiscal year and extends into the next fiscal year, the per diem obligation must be split along fiscal year lines, even though the cost of the common carrier transportation itself may have been chargeable in its entirety to the prior fiscal year.

e. Reimbursement on a mileage basis is chargeable to the fiscal year in which the major portion of the travel occurred. If travel is begun sufficiently prior to the end of a fiscal year to enable the employee to complete a major portion of the journey before the close of the fiscal year, the obligation is chargeable entirely to that year. However, if the travel is begun so late in the fiscal year that the major portion of it is performed in the succeeding fiscal year, it is chargeable to appropriations for the succeeding year.

f. Where an employee is authorized to travel by privately-owned vehicle at not to exceed the constructive cost of similar travel by rail or air, the trip starts in one fiscal year and extends into the following fiscal year, and the journey would have been completed in the prior year had rail or air travel been used, the travel expense is chargeable to the fiscal year in which the travel began.

1-15. Reporting Requirements. The following reporting requirements, which are specifically discussed in applicable chapters of this manual, are exempted from internal reports control in accordance with the provisions of paragraph 10 of FEMA Instruction 5300.1, Reports/Information Collections Management Program:

a. Reporting of GTR's, chapter 10;

b. Reporting of Relocation Allowances as part of Gross Income, chapter 30; and

c. Trip Report of Temporary Duty Travel to a Foreign Area, chapter 31.

1-16. Forms Prescribed.

a. This manual prescribes the use of the following forms:

(1) FEMA Form 20-1, Change of Station Allowances.

(2) FEMA Form 20-2, Travel Schedule and Expenses.

(3) FEMA Form 20-3, Request/Authorization for Use of First-Class Travel.

(4) FEMA Form 22-15, Claim for Reimbursement of Subsistence Expenses While Occupying Temporary Quarters.

(5) FEMA Form 22-17, Application for Reimbursement of Expenses Incurred Upon Sale or Purchase (or Both) of Residence.

(6) FEMA Form 22-18, Supplement to Official Travel Authorization.

(7) FEMA Form 60-2, Official Travel Authorization.

(8) Internal Revenue Service Form 4782, Employee Moving Expense Information.

(9) Standard Form 1012, Travel Voucher.

(10) Standard Form 1164, Claim for Reimbursement for Expenditures on Official Business.

(11) Standard Form 1169, U.S. Government Transportation Request.

b. Other forms used to fulfill the requirements of this manual are:

(1) Department of State Form DSP-11, Passport Application.

(2) Federal Housing Administration Form 2496, Schedule of Closing Costs.

(3) General Services Administration Form 312, Daily Motor Vehicle Trip Ticket.

(4) Internal Revenue Service Form W-2, Wage and Tax Statement.

(5) Internal Revenue Service Form 1040, Schedule E.

(6) Standard Form 46, U.S. Government Motor Vehicle Operator's Identification Card.

(7) Standard Form 52, Request for Personnel Action.

(8) Sandard Form 1034, Public Voucher for Purchases and Services Other Than Personnel.

(9) Standard Form 1038, Advance of Funds Application and Account.

(10) Standard Form 1103, Government Bill of Lading.

c. All forms may be obtained from Printing and Publications Division, Office of Administrative Support. Regional offices can obtain all standard forms from the nearest GSA Service Center.

Chapter 2

Travel Authorizations

2-1. Official Form. All travel, except local travel without quarters, for official Agency business requires authorization in advance on FEMA Form 60-2, (see figure 2-1 for sample and instructions for completing the form). Any erasures or alterations must be initialed by the authorizing official.

2-2. Types, Uses, and Control of Travel Authorizations.

a. General Guidelines. Employee's travel shall be authorized separately under one of the following:

(1) Blanket Travel Authorization. Permits an individual to travel for any official purpose without further authorization. No blanket travel authorizations will be honored except for the following: (a) the Director; (b) the Deputy Director; (c) the Chief of Staff; (d) Associate Directors and Administrators; (e) Regional Directors; (f) Auditors; and (g) employees authorized by the Comptroller.

(2) Limited Blanket Travel Authorization. Permits an individual to travel without further authorization under certain specified conditions which may include: specific purpose(s) of travel; geographic area(s); duration of trip; and limitations on trip cost. The authorization is effective for no longer than 90 days and then must be renewed or terminated.

(3) Trip-by-Trip Authorization. Permits an individual to travel to one or more specific destinations and return; and the authorization is identified by purpose(s), itinerary, and estimated cost.

(4) Exception to Blanket Travel Authorizations. Authorized travel which normally would be carried out under a blanket travel authorization will require a trip-by-trip travel authorization when annual leave is to be taken while in travel status.

(5) Authorization for Permanent Change of Station. In addition to FEMA Form 60-2, all permanent change of station moves will require a completed FEMA Form 22-18, Supplement to Official Travel Authorization, prior to signature of authorizing official (see figure 2-6).

(6) Combined Travel Authorization (CTA). CTA's are not to be used EXCEPT for travel charged to the Disaster Relief appropriation account or travel situations which warrant a CTA wherein a group of employees travel from the same origin to the same destination.

b. Invitational Travel Authorization. Invitational travel is authorized for persons who are not employees of the Federal Government when they are serving in a capacity that is directly related to, or is in connection with, official FEMA business. Invitational travel must be authorized by a letter addressed to the traveler containing specific information on the purpose and duration of the trip, mode of transportation, and allowable expenses (see figure 2-2). A copy of FEMA Form 20-2, Travel Schedule and Expenses, (see figure 2-3) must accompany the invitational travel authorization letter for the traveler to list his/her expenses.

c. Minimize Costs, Provide Flexibility, and Maintain Controls. To minimize administrative costs and provide flexibility while maintaining essential controls, blanket travel authorizations may be used as follows:

(1) Blanket Travel Authorizations. Blanket travel authorizations for travel are permitted only for the Director, FEMA, Associate Directors, Administrators, Assistant Associate Directors, and Regional Directors.

(2) Limited Blanket Travel Authorizations. Limited blanket travel authorizations may be provided for employees whose work requires frequent, repetitive travel, but must be renewed/amended at least every 90 days and should specify realistic limitations on purpose, geographic area, trip duration, and costs. Travel not covered in such limited authorizations must be separately authorized on a trip-by-trip basis.

d. Travel Purpose Categories. Each FEMA Form 60-2 must specify clearly the purpose of the travel. To promote uniformity in the way that travel purposes are specified, use travel purpose categories that conform as much as possible with the illustrative purpose categories listed in figure 2-1, item 9.

e. Expenses in Excess of $5,000. Attendance at meetings, conferences, and symposiums requiring travel and per diem in excess of $5,000, requires the approval of one of the following: (1) The Chief of Staff, (2) Associate Directors, (3) Administrators, or (4) Regional Directors.

f. Blanket Travel Authorizations are Authorized in their Entirety. A blanket travel authorization will be authorized in its entirety reflecting estimated costs for a fiscal quarter. The estimated cost for the period covered will be obligated and adjusted to the actual cost as vouchers are submitted. The original authorization will not reflect the specific purpose or period of travel, but it will include the estimated cost for the entire fiscal quarter. When completed, the original blanket travel authorization will be sent to the Travel Section, Accounting Division, Office of the Comptroller, by headquarters employees or the Regional Administrative Unit by regional employees to be obligated. At the time of travel, a copy of the blanket travel authorization will be made, the specific data filled in, and copies submitted to the employee's travel section.

g. Emergency Travel Authorization.

(1) FEMA Form 60-2, must be prepared prior to the start of a trip. In an emergency situation where it is impractical or impossible to issue a written FEMA Form 60-2, in advance, travel may be performed on the basis of a verbal authorization. Emergency travel must be confirmed by issuance of a completed FEMA Form 60-2, within 3 working days, including an explanation of the conditions which precluded issuance of a written authorization prior to the travel.

(2) Definition of Emergency Travel. Travel which results from an event, condition, or combination of circumstances for which the employee could not prepare in advance due to absence of notice and the event, condition, or circumstance requires immediate action or response on the part of the employee.

(3) Requirement of Emergency Travel. Emergency travel when authorized, allows the traveler less than 3 working days to complete all travel arrangements and receive a travel advance check from the Department of the Treasury.

2-3. Allowable Amount for Daily Expenses.

a. Agency Responsibilities for Authorizing/Approving Rates. It is the responsibility of the head of each agency, or designees, to authorize or approve only those per diem allowances that are justified by the circumstances affecting the travel and are allowable. However, the per diem rates provided for under these rules represent the maximum allowable. To prevent authorization or approval of per diem allowances in excess of amounts required to meet the necessary subsistence expenses of official travel, consideration shall be given to factors such as those listed below that reduce the necessary expenses of employees.

(1) Known arrangements or established cost experience at temporary duty locations showing that lodging and/or meals can be obtained without cost or at reduced cost to the employee;

(2) Situations in which special rates for accommodations have been made available for a particular meeting, conference, training, or other temporary duty assignment;

(3) Traveler's familiarity with establishments providing lodging and meals at a lower cost in certain localities, particularly where repetitive travel or extended stays are involved;

(4) Modes of transportation where accommodations are provided as part of the transportation cost; and,

(5) Situations in which the Government furnishes lodging, such as Government quarters or other lodging procured for the employee by means of an Agency purchase order.

b. Continental United States (CONUS).

(1) The per diem rate is regulated by GSA within a maximum daily limit set by Congress (see appendix C).

(2) The actual subsistence rate is also regulated by GSA within a maximum daily limit set by Congress.

c. Non-Foreign Areas Outside CONUS. For travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, the possessions of the United States, and the areas and installations in the Republic of Panama made available to the United States pursuant to the Panama Canal Treaty of 1977 and related agreements (as described in section 3(a) of the Panama Canal Act of 1979), the per diem rate authorized shall not exceed the rate prescribed by the Secretary of Defense and published in the Federal Register as a notice. Correct rates in effect may be obtained from the Travel Section, Accounting Division, Office of the Comptroller.

d. Foreign Travel. See Chapters 31 through 38.

e. Deductions for Meals Furnished. When travelers are provided with meals furnished without charge or at a nominal cost by the Government or when registration fees for meetings include the cost of meals, the traveler's per diem allowance will be reduced by an appropriate amount. For the purpose of determining the maximum amounts for such deductions on a uniform basis, within the conterminous United States, it is considered that the allowance of meals and miscellaneous expenses (except at the Special Facility (SF) and the National Emergency Training Center (NETC)) is composed of one of the following elements:

M&IE Rates	$26.00	$34.00
Breakfast	5.00	7.00
Lunch	5.00	7.00
Dinner	14.00	18.00
Incidentals	2.00	2.00

f. Per Diem for Indirect Route or Interrupted Travel. Where for the traveler's personal convenience or through the taking of leave, there is interruption of travel or deviation from the direct route, the per diem allowance shall not exceed that which would have been incurred for uninterrupted travel by an usually traveled route.

g. No Allowance at Official Duty Station. A per diem allowance shall not be allowed within the limits of the official station at, or within the vicinity of, the place of abode from which the employee commutes daily to the official station. FEMA has defined a radius or commuting area that is broader than the limits of the official station within which per diem will not be allowed for travel within one calendar day. No per diem will be allowed for travel to NETC (or 75 miles) or the Special Facility (SF) (or 90 miles).

h. Conferences, Meetings, Seminars, and Training Assignments. FEMA has allowed, under specific criteria, that when conferences, meetings, etc., are held outside of a 50 mile radius from the official station, per diem may be paid. Considerations for authorizing per diem should include such factors as the length of the conference, meeting, etc., (long hours and two or more calendar days in duration), mileage, overall cost of per diem, and any factors which may effect the health and welfare of the employee.

2-4. Return to Official Duty Station for Nonworkdays.

a. Each official who authorizes travel to temporary duty points (TDY) within a reasonable weekend commuting distance (about 250 miles or less - one way by air) of an employee's official duty station (ODS) shall determine, in advance of issuance of such travel orders, whether the employee will be required to return to his/her ODS for nonworkdays. This determination shall take into consideration the estimated cost of:

(1) Maintaining the employee at the TDY point for the nonworkdays; and,

(2) Return to ODS, including roundtrip transporation, per diem en route, and salary cost for any worktime lost because of the return.

b. If the cost of returning to the ODS is significantly less than remaining at TDY location, it is considered to be in the interest of the Government for the employee to return to the ODS for nonworkdays and travel orders should so state, provided that such return does not constitute a hardship to the employee. When the costs of staying at the TDY station will be approximately equal or are significantly less than returning to ODS, the employee will not be required to return to the headquarters for nonworkdays. Under these circumstances, if the employee returns to his/her ODS at his/her own choice, reimbursement shall not exceed the per diem at the temporary duty station. When the travel authorization states that a traveler is to return to his/her ODS for nonworkdays on the basis of cost, he/she may remain at the temporary duty point, but he/she will be required to bear the excess cost.

2-5. Annual Leave While in Travel Status.

a. Background. The Appropriation Conference Report, dated August 2, 1979, directed agencies covered by the Appropriation Act to issue regulations prohibiting employees from taking annual leave while in travel status except

in unique or emergency situations. While this order was not in the following year's report, Congress left no doubt that leave while in travel status was to be closely monitored and carefully controlled.

b. Policy. Employees are prohibited from taking annual leave while in travel status except in preplanned and emergency situations. Annual leave taken while away from the ODS which immediately precedes, follows, or intervenes official travel is covered by this policy.

(1) Preplanned Situations. If a traveler has preplanned to take leave while in a travel status, and the leave included on his/her travel authorization, then leave may be taken. If leave was not preplanned and authorized on the travel authorization, it may not be taken.

(2) Emergency Situations. An emergency is a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention. Because of the nature of an emergency, it is usually impossible to document the annual leave in advance. When emergency annual leave is taken but not shown on FEMA Form 60-2, an explanation of the emergency must be included on the SF 1012, and the voucher must be approved by an official higher than the authorizing official.

c. Exceptions. The following situations are exempt from the travel/leave policy:

(1) Permanent Change of Duty Station (PCS). Includes all authorized PCS travel;

(2) Extended Tour of Duty. Includes single trips of more than 30 days of official travel;

(3) Eight Hours or Less of Annual Leave. Leave of 8 hours or less will be ignored for the purpose of this regulation; and,

(4) Excess Travel Time When Using Privately Owned Vehicle in Lieu of Common Carrier.

(a) When use of a privately owned vehicle (POV) is authorized in lieu of common carrier and the reimbursement is limited to that of common carrier, any excess travel time must be charged to annual leave. This exception covers only the additional time required for DIRECT motor vehicle travel for official business over that required by common carrier. Any additional annual leave of more than 8 hours is subject to the travel/leave policy.

(b) Annual leave in these situations requires supervisory approval on the travel authorization and shall be recorded on the time and attendance cards. A copy of the travel authorization approving the leave must be given to the time and attendance clerk.

2-6. Routing, Distribution, and Cancellation of Travel Authorizations.

a. Headquarters. After preparation and signature by the approving and authorizing officials, the FEMA Form 60-2, will be routed through the Budget Division, where the Budget Analyst will certify the availability of funds. After certification of funds is completed, FEMA Form 60-2 will be recorded and assigned a number by the Budget Division, and funds will be obligated.

b. Regional Offices. The head of the Regional Administrative Unit, or designee, or Disaster Support Team shall ensure that funds are available and reserved and assign the travel authorization number.

c. Cancellation of Travel. The authorizing official shall cancel travel authorized (but not performed) by securing the original copy of FEMA Form 60-2, and routing it to the Accounting Division, Office of the Comptroller, for cancellation before being sent to the Budget Division, Office of the Comptroller, requesting cancellation of funds obligated or administratively reserved. Regional authorizations should be sent to their administrative unit for similar action.

2-7. Expenses Requiring Special Authorizations.

a. Foreign Travel. International travel is authorized only by the Director, FEMA, or delegated official. See Chapters 31 through 38 for Agency policy on international travel and passports.

b. Post-Authorization Travel. The Agency does not permit post-authorization travel. For those exceptional cases where such authorizations are essential, a detailed written justification must be approved by the authorizing official and attached to the FEMA Form 60-2 (see subparagraphs 2-2a through 2-2g).

c. Long Distance Calls. The approving official when reviewing shall certify, by signing the SF 1012's, that the calls made were official business, and in the interest of the Government. The traveler should use the Federal Telecommunication System (FTS) whenever possible. This delegation is made according to the requirements of 31 USC 780a.

d. Pre-employment Interviews. Travel for pre-employment interviews requires the approval of the Director, OPEO. The appropriate authorizing official shall sign FEMA Form 60-2 as the approving official prior to submission to the Director, OPEO, for signature as authorizing official.

2-8. Travel Requiring Justification. A detailed written justification approved by the authorizing official must accompany the FEMA Form 60-2 for the following types of travel:

a. First-Class Train or Steamer Accommodations. Metroliner Club Service is considered first-class service (see figure 2-4).

b. FEMA Form 20-3, Request/Authorization for Use of First-Class Travel, will be used for all first-class travel and must be supported by a detailed, written justification and approved by the authorizing official (see figure 2-4).

(1) Timing of Authorization. Use of first-class accommodations must be approved in advance of the actual travel unless extenuating circumstances or emergency situations make advance authorization impossible. If authorization cannot be obtained in advance, the employee shall obtain written approval from the authorizing official within 3 working days after the travel is completed.

(2) Employee Responsibility and Documentation. The traveler shall attach specific authorization or approval to, or state on, the SF 1012 and retain a copy for their record. In the absence of specific authorization or approval, the traveler is responsible for all additional costs resulting from the use of first-class accommodations. The additional costs are the difference between the first-class accommodations used and the lowest available fare.

2-9. SF and NETC.

a. SF.

(1) It is in the best interest of the Government that Federal employees assigned to temporary duty at the SF be provided billeting on-site. A Federal employee is not required to stay in Area B billets unless the temporary duty assignment involves actual emergency operations, participation in an exercise, or participation in an exercise-related function. The authorized M&IE will be based on the availability of on-site food service whenever billeting is provided at the SF.

(2) When the temporary duty assignment at the SF is for training, meetings, or conference attendance, or other official business, and billeting is unavailable, the employee may be authorized full per diem on FEMA Form 60-2 in accordance with the locality rate published in appendix C of this manual. The nonavailability of billets should be indicated on the traveler's FEMA Form 60-2 or a certificate of nonavailability of adequate billeting should be attached to the SF 1012 when filing for reimbursement.

(3) The following travel expenses will be authorized when a traveler is in a temporary duty status traveling to, while stationed at, and returning to the official station or residence.

(a) Local Travel.

(i) Mileage. For those employees living in the Metropolitan Washington, DC, local travel area, mileage from the traveler's place of residence or permanent duty station to the SF will be paid at the prevailing rate as shown in figure 2-5. It is expected that if two or more travelers depart from the same area that the minimum number of cars will be used. Only personnel authorized use of their POV will be reimbursed.

(ii) Per Diem. Per diem will not be paid to any employee traveling to the SF unless quarters are occupied. If quarters are occupied, the following standards apply.

(b) Regular Travel.

(i) Subsistence. The Agency has established a flat M&IE rate for the SF. These rates will normally cover all meals taken at this facility.

Breakfast	$2.50
Lunch	3.00
Dinner	4.50
Incidental Expenses	2.00
	$12.00

(ii) Exceptions. Exceptions will be made to the food policy only if the cafeteria is closed. If the food service is unavailable, then the traveler may eat offsite and will be reimbursed at the standard M&IE rate.

b. NETC. The various program elements of FEMA have widely differing authorities to provide training and pay for or reimburse individuals and/or institutions for travel or per diem (or provide quarters and subsistence in lieu thereof).

(1) Authorities.

(a) National Fire Academy. Section 7(d) of the Federal Fire Prevention Control Act of 1974, Public Law 93-498, authorizes the Superintendent of the National Fire Academy to "train fire service personnel...which are defined in Section 4 of the Act as "paid employees or volunteers...of any organization in any State...which has its purpose protecting property and maintaining the safety and welfare of the public from the dangers of fire... . The location of any such organization...may include, but need not be limited to, a Federal installation... ."

(b) Emergency Management Institute (EMI). The EMI conducts training under two separate statutory authorities.

(i) Section 201 of the Federal Civil Defense Act of 1950, as amended, authorizes the Director, FEMA, to conduct training for civil defense officials in civil defense matters.

(ii) Section 201 of the Disaster Relief Act of 1974, Public Law 93-288, authorizes a program of training and exercises.

(2) Transportation.

(a) Under the Student Stipend Program, eligible students will be reimbursed based on the round-trip economy coach air fare. Ground transportation costs between a student's home and a common carrier terminal is not reimbursable. Transportation cost from the airports in the Washington/Baltimore Metropolitan area is NOT reimbursable, as NETC provides transportation between airports and Emmitsburg, MD.

(b) Students may be authorized to travel by POV and be reimbursed at the current mileage rate as shown in figure 2-5. In no case will reimbursement by POV exceed the round-trip economy coach air fare. Only the driver will be eligible to apply for the mileage reimbursement or comparative airfare.

(3) Subsistence. All NETC students (and Federal Government employees) must purchase a meal ticket (this is required for food service planning) which is currently based on an $11 per day rate. Individuals may elect to eat off campus, but refunds are not provided.

Breakfast	$2.35
Lunch	3.80
Dinner	6.85
Miscellaneous	2.00
	$15.00

(4) Exceptions. Each of these exceptions must be approved individually.

(a) Food. Exceptions will be made to the food policy only for health or special dietary considerations, when made known in advance of traveling, for which the food contractor cannot provide the proper diet or if the cafeteria is closed. In these cases, the traveler should be authorized to eat offsite at current standard per diem rates.

(b) Quarters. If for any reason there are not quarters available, the traveler will obtain a certificate from the housing official which will authorize the traveler to obtain quarters in town at the standard per diem rate. This certificate must be attached to the travel voucher.

Figure 2-1
(Part 1 of 6)

FEMA Form 60-2, Official Travel Authorization

FEDERAL EMERGENCY MANAGEMENT AGENCY
OFFICIAL TRAVEL AUTHORIZATION

(See Privacy Act Statement on reverse)

1. ADDRESS TO WHICH TRAVEL EXPENSE CHECK IS TO BE MAILED *(Same as to be shown on travel voucher)*

2. PLACE PREPARED *(City and State)*

3. DATE PREPARED

TRAVELER

4 NAME *(As shown on payroll)*

5 SOCIAL SECURITY NO

6 TITLE

7 OFFICE AND DIVISION.

9. TRAVEL PURPOSE CODE *(See code on reverse)* ____ ____

8. OFFICIAL STATION LOCATION

9a. SPECIFIC PURPOSE OF TRAVEL OR REASON FOR AMENDMENT

10. APPROXIMATE TRAVEL DATE *(MM/DD/YY)*
a. Beginning | b. Ending

11. TYPE OF AUTHORIZATION
☐ a. Temporary (T) ☐ b. Blanket-Individual (B) ☐ c. Group (G)
☐ d. Invitational (I) ☐ e. PCS-Relocation (R) *(Attachment required)*

CHECK HERE, IF AMENDMENT ☐

12 ITINERARY

a. DATE	b. TRAVEL FROM	c. TRAVEL TO	d. ADDRESS AT DESTINATION	e. RETURN TRIP
				☐ Yes ☐ No

13 MODE OF TRANSPORTATION *(Exclude local transportation)*

a. NORMAL
☐ Air ☐ Rail ☐ Bus ☐ Ship ☐ Government-owned Vehicle

b. SPECIAL
☐ First Class Air ☐ Extra Fare Rail ☐ Commercial Rental Vehicle ☐ Privately-owned Vehicle ☐ Other *(Specify)*

SAMPLE

14 ALLOWANCES

a. MILEAGE RATE	b. PER DIEM	c. OTHER *(Explain in Item 15)*
¢ *(Per mile)*	*(Per day)*	

15. JUSTIFICATION FOR SPECIAL MODES OF TRAVEL AND ALLOWANCES

16 ACCOUNTING CLASSIFICATION(S)				17 ESTIMATED EXPENSES *(By Object Class)*			18	19
FISCAL YEAR a	FUND CODE b.	PROGRAM CODE c.	ORGANIZATION CODE d	TRANSPORTATION *(See reverse for instructions)* GOVERNMENT (OBJ · 2110) a	TRANSPORTATION PERSONAL (OBJ · 2110) b	PER DIEM & OTHER (OBJ · 2120) c	TOTAL ESTIMATE COST	AMOUNT OF ADVANCE REQUESTED
				$	$	$	$	$
				$	$	$	$	$
				$	$	$	$	$

20. REMARKS *(continue on reverse if more space is needed)*

21. APPROVED

CERTIFICATION: I certify that the travel herein was reviewed and determined to be essential for the accomplishment of agency programs and missions

a. SIGNATURE AND TITLE OF APPROVING OFFICIAL

b. DATE APPROVED

22. FUNDS OBLIGATED
a. INITIALS
b. DATE

23. AUTHORIZED

a. SIGNATURE AND TITLE OF AUTHORIZING OFFICIAL

b. DATE AUTHORIZED

24 AUTHORIZATION NO

FEMA Form 60-2, JUN 84 SUPERSEDES FEMA Form 60-2(T), SEP 78 WHICH IS OBSOLETE ORIGINAL – TRAVELER

(Part 2 of 6)

PRIVACY ACT STATEMENT

In compliance with the Privacy Act of 1974, the following information is provided: Basic authority for requiring the requested information is contained in 5 USC5701, 5733, particularly Sections 5721-5733, 30 USC 905 and Executive Order 9397. Disclosure of the data by you is voluntary. The principal purpose for collecting the data is to determine the amount to reimburse an employee for expenses incurred in connection with temporary duty travel or change of official station. Information may be transferred to appropriate Federal, State, local or foreign agencies when relevant to civil, criminal or regulatory investigations or prosecutions. There is no personal liability to you if you do not furnish the requested information; however, we shall not be able to reimburse you for expenses.

PURPOSE OF TRAVEL (Instruction on Item 9)

Purpose Category	Definition
01 Site visit	Visit to a particular site in order to personally perform operational or managerial activities; e.g., oversee programs, grant operations, or management activities for internal control purposes; carryout an audit, inspection, or repair activity; conduct negotiations; provide instructions; provide technical assistance.
02 Information meeting	Attend a meeting to discuss general Agency operations, review status reports or discuss topics of general interest. If a site visit was conducted as part of the same trip, consider the entire trip to be a Site Visit
03 Training attendance	To receive training.
04 Speech or Presentation	To make a speech or a presentation, deliver a paper, or otherwise take part in a formal program other than a training course.
05 Conference attendance	To attend a conference, convention, seminar or symposium for purposes of observation or education only with no formal role in the proceedings.
06 Relocation	To move from one official duty station to another (same as a Permanent Change of Station or PCS move).
07 Entitlement travel	Travel to which an employee (or dependent) is entitled as a result of an assignment; e.g., official vacation or home leave; medical emergency; and education travel.
08 Zero Dollar Authorizations	An official travel is authorized without travel fund involved.
09 Other Travel	To travel for reasons (purposes) which are not shown in one of the other eight categories.

SAMPLE

TRANSPORTATION (Instructions on Items 17a and 17b)

17a. Government Transportation: Contract air services are ordered by the issuance of Standard Form 1169, U.S. Government Transportation Request (GTR), and paid by the Government directly to contractors.

17b. Personal Transportation: Transportation expenses for government business such as airfare, train, taxi cab, limousine, etc. are paid by the traveler's personal credit cards or cash and are reimbursed by the government when travel vouchers are processed and paid by the Agency.

REMARKS *(Continuation of Item 20)*

(Part 3 of 6)

FEMA Form 60-2
Sample Official Travel Authorization Instructions

Item 1 - Address to Which Travel Expense Check is to be Mailed. Enter the address of the traveler to which the travel check will be sent.

Item 2 - Place Prepared. Self explanatory.

Item 3 - Date Prepared. Enter date the FEMA Form 60-2 is prepared.

Item 4 - Name. Enter the name of the traveler.

Item 5 - Social Security No. Self explanatory. (See Privacy Act Statement on reverse side of form.)

Item 6 - Title. Enter the official title or the job title. If the traveler is a consultant, enter "Consultant" or "Intermittent Employee" as applicable.

Item 7 - Office and Division. Enter the name of the office and division for which travel is performed.

Item 8 - Official Station Location. Enter the traveler's official duty station as shown on SF 50, Notification of Personnel Action. For individuals who are not employees, enter the city and state of their residence.

Item 9 - Travel Purpose Code. Enter two digit code that matches definition of purpose of travel.

01	Site Visit	Visit to a particular site in order to personally perform operational or managerial activities; e.g., oversee programs, grant operations, or management activities for internal control purposes; carry out an audit, inspection, or repair activity; conduct negotiations; provide instructions; provide technical assistance.
02	Information Meeting	Attend a meeting to discuss general Agency operations review status reports or discuss topics of general interest. If a site visit was conducted as part of the same trip, consider the entire trip to be a Site Visit.
03	Training Attendance	To receive training.

(Part 4 of 6)

04	Speech or Presentation	To make a speech or a presentation, deliver a paper, or otherwise take part in a formal program other than a training course.
05	Conference Attendance	To attend a conference, convention, seminar or symposium for purposes of observation or education only with no formal role in the proceedings.
06	Relocation	To move from one official duty station to another (same as a PCS move).
07	Entitlement Travel	Travel to which an employee (or dependent) is entitled as a result of an assignment; e.g., official vacation or home leave; medical, emergency, and educational travel.
08	Special Mission Travel	Travel to carry out a special Agency mission; e.g., move noncombat military units; provide security to a person or a shipment (such as a diplomatic pouch); move witnesses from residence to other locations; travel by Federal beneficiaries and other nonemployees.
09	Emergency Travel	Travel to return an employee from a temporary assignment location at Government expense to his/her designated post of duty or home, or other alternate location, where he/she would normally be present to take care of the emergency situation if the Government had not directed or assigned the employee to another location to perform official business.
10	Other Travel	All travel performed for reasons (purposes) which are not shown in one of the other nine categories listed above. Even though stated as "other travel," travel authorization and voucher should also detail specific purpose.

Item 9a - Specific Purpose of Travel or Reason for Amendment. Detail of Item 9 above.

Item 10 - Approximate Travel Dates.

a. Beginning. Enter the expected date of departure from the official duty station or other location in Item 8.

(Part 5 of 6)

b. Ending. Enter the expected date of return to the official duty station indicated in Item 8.

Item 11 - Type of Authorization. Check only the type of authorized travel.

Item 12 - Itinerary. Indicate all points of travel at which official Agency business will be performed.

Item 13 - Mode of Transportation. Information is self explanatory. Every effort should be made to provide all the information.

Item 14 - Allowances. Enter the appropriate rates for mileage, per diem or actual subsistence and other costs. Justification for actual subsistence must be shown in Item 15 or on an attached memorandum. See appendix C.

Item 15 - Justification for Special Modes of Travel and Allowances. State any other anticipated items which are not classified as either subsistence or transportation or use this item to justify special modes of travel or allowances.

Item 16 - Accounting Classification(s). Self explanatory. Refer to the current Financial Coding Manual.

Item 17 - Estimated Expenses.

a. Government Transportation. Contract air services that are ordered by the issuance of SF 1169, U.S. Government Transportation Request (GTR), and paid by the Government directly to contractors.

b. Personal Transportation. Transportation expenses for Government business such as air fare, train, taxi cab, limousine, etc., paid by the traveler's personal credit cards or cash and are reimbursed by the Government when travel vouchers are processed and paid by the Agency.

c. Per Diem. Enter the total amount estimated based on the daily rate (Item 14b), the length of travel (Item 10), and the amounts anticipated for limousine, taxicabs or other miscellaneous expenses.

Item 18 - Total Estimated Cost. Enter the sum of Items 17a, b, and c.

Item 19 - Advance Requested. Self explanatory. Cannot exceed 80 percent of the total of per diem and personal transportation.

Item 20 - Remarks. Use this space for information pertinent to the FEMA Form 60-2, but not covered by other items on the form.

(Part 6 of 6)

Item 21 - Approved.

a. Signature and Title of Approving Officer. This section contains the signature and title of the individual who has been officially delegated the authority to approve travel.

b. Date Approved. Self explanatory.

Item 22 - Funds Obligated. This item is completed by the Office of the Comptroller or the Regional Administrative Unit or designee at the regional level.

Item 23 - Authorized.

a. Signature and Title of Authorizing Officer. This section contains the signature and title of the individual who has been officially delegated the authority to authorize travel.

b. Date Authorized. Self explanatory.

Item 24 - Authorization Number. Leave blank. This item is completed by the Office of the Comptroller or the Regional Administrative Unit at the regional level.

Figure 2-2

Sample Letter
Invitational Travel Authorization

Dear _____:

You are invited to meet with me for the purpose of _____. Invitational travel may be authorized for persons who are not employees of the Federal Government when they are serving in a capacity that is related to, or is in connection with, official activities of FEMA.

You should report on ___(Date)___ at ___(Time)___ to ___(Place)___.

FEMA will reimburse the cost of coach common carrier, transportation to and from terminals, and pay you actual subsistence allowance not to exceed $_____ per day.

Your account for reimbursable expenses will be kept open 60 days after completion of your trip. Please fill out the enclosed FEMA Form 20-2, Travel Schedule and Expenses, and send it to (office and address which issued the Invitational Travel Letter) as soon after completion of the trip as possible. A travel voucher will then be prepared and forwarded for your signature. It will be processed for payment as soon as it is received back from you.

SAMPLE

Sincerely,

Director, FEMA/Regional Director

Enclosure

Please include the following information on all copies of this letter.

TA # _____

Appropriation _____

Travel Purpose Category _____

Approximate Per Diem _____

Personal Transportation _____

Government Transportation _____

Total _____

Figure 2-3

FEMA Form 20-2, Travel Schedule and Expenses

FEDERAL EMERGENCY MANAGEMENT AGENCY
TRAVEL SCHEDULE AND EXPENSES

ATTACHMENTS. Attach pullman stub, copy of airline ticket, and copy of transportation request

DATE	DEPARTED FROM		ARRIVED AT		METHOD OF TRAVEL (Attach memo copy if T R is used)
	PLACE	HOUR	PLACE	HOUR	

ODOMETER READING

AT DEPARTURE	AT ARRIVAL	TOTAL MILEAGE	AT DEPARTURE	AT ARRIVAL	TOTAL MILEAGE

STATEMENT OF ACTUAL EXPENSES - REIMBURSABLE EXPENSES

DATE	LODGING (NOTE 1)	MEALS (NOTE 2)			LAUNDRY PRESSING CLEANING	LOCAL TRANSP (NOTES 3 & 4)	OTHER (NOTE 4)
		BREAKFAST	DINNER	SUPPER			

SAMPLE

NOTES

1. Attach lodging receipt(s) as supporting document(s).
2. Cost of each meal and tip to be shown as single amount *(the cost of alcoholic beverages may not be included)*.
3. Cost of local transportation and tips between places of lodging or duty points to and from places where meals are taken not otherwise reimbursable.
4. (a) Fees and tips to hall boys and maids, (b) fees and tips to porters and baggagemen *(members of Uniformed Services indicate only those fees and tips paid to porters and baggagemen and at places of lodging. Fees and tips at common carrier terminals are separately reimbursable)*, (c) telephone and telegraphic charges for lodging reservations, (d) expenses *(other than those shown on lodging receipts)* related to lodging and valet services *(except barbers, manicurists or masseurs)*, (e) related taxes and service charges on allowable items of expense *(other than those in Note 3)* if not included elsewhere.

I, _____ certify that itemized amounts are actual and necessary expenses incurred by
(type or print name)
me in performance of official travel for which I have not been reimbursed.

SIGNATURE	DATE

FEMA Form 20-2, JUL 82 REPLACES EDITION OF OCT 81, WHICH MAY BE USED.

Figure 2-4

FEMA Form 20-3
Request/Authorization For Use of First-Class Travel

FEDERAL EMERGENCY MANAGEMENT AGENCY
REQUEST/AUTHORIZATION FOR USE OF FIRST-CLASS TRAVEL

NAME OF TRAVELER	ORGANIZATION
POSITION	
GRADE	DATE OF TRIP
ORIGIN	DESTINATION
ADDITIONAL COST	FOREIGN CARRIER

Circumstances requiring the use of first-class travel:

a. Check one of the following:

_____ Space is not available in less than first-class accommodations on any scheduled trip in time to accomplish the purpose of the official travel, which is so urgent that it cannot be postponed.

_____ First-class accommodations are necessary because the employee is so handicapped or otherwise physically impaired that other accommodations cannot be used, and such condition is substantiated by competent medical authority. *(Attach statement of medical authority.)*

_____ First-class accommodations are required for security purposes or because exceptional circumstances make their use essential to the successful performance of an agency mission.

_____ Less than first-class accommodations on foreign carriers do not provide adequate sanitation or health standards.

b. Describe in specific detail how the circumstances checked above applies to you. If a time factor is involved, indicate the amount of advance time to plan the travel. *(NOTE. Regulations do not permit the use of first-class travel for economic reasons alone.)*

SIGNATURE OF TRAVELER	DATE
SIGNATURE OF ORGANIZATION HEAD	DATE
SIGNATURE OF AUTHORIZING OFFICIAL	DATE
TITLE OF AUTHORIZING OFFICIAL	

FEMA Form 20-3, JUN 83 REPLACES EDITION OF OCT 81, WHICH IS OBSOLETE.

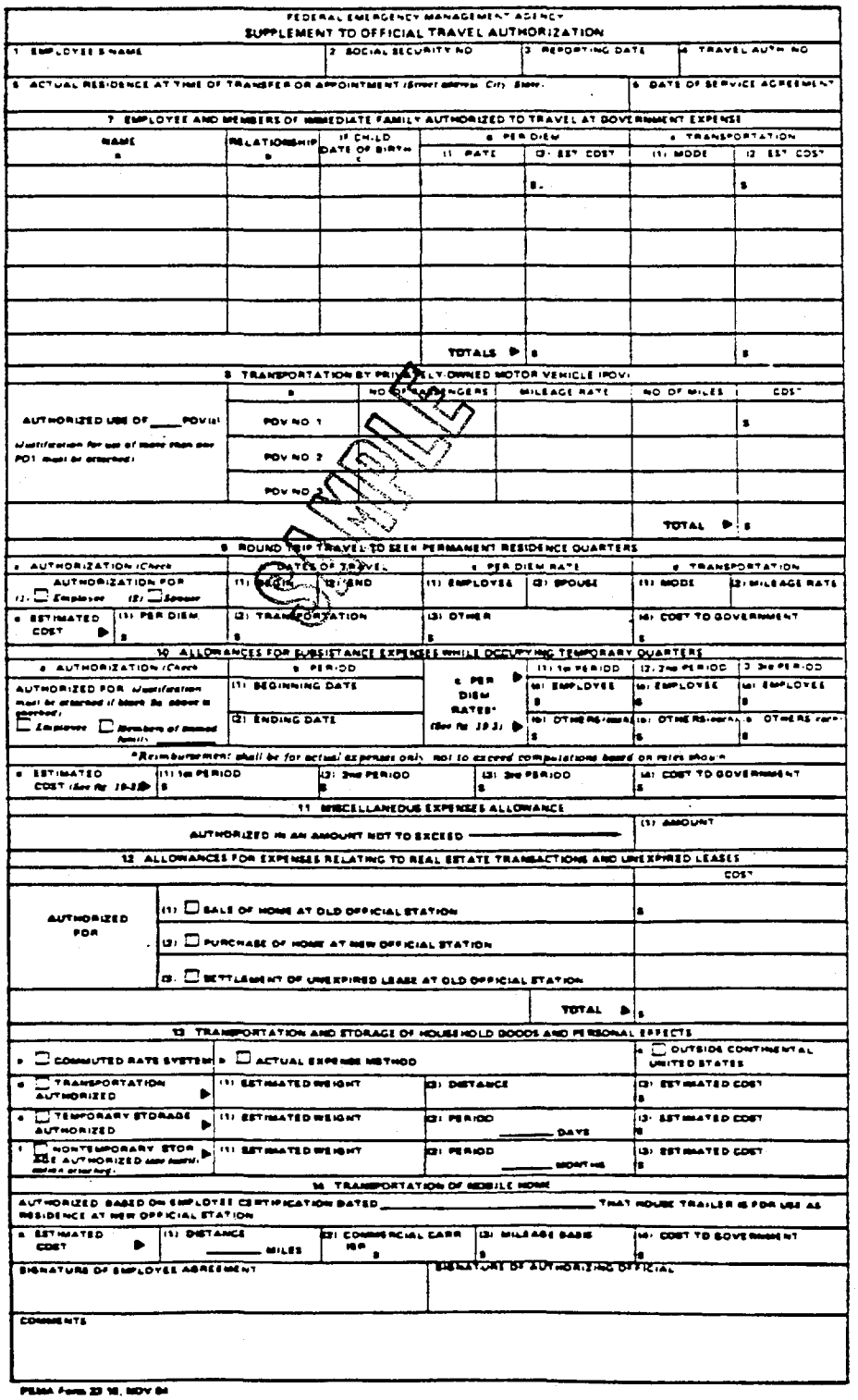
Figure 2-5

Current Maximum Legal Rates

Subsistence	
Per Diem	See appendix C
Permanent Change of Station	$60.00 per day
Mileage	
Use of POV for convenience of Government	22.5¢ per mile
Employee insists on using POV when a GSA car is available	18.0¢ per mile
Employee insists on using POV when a GSA car has been obtained for the trip	9.5¢ per mile
Motorcycle, privately owned	20.0¢ per mile
Airplane, privately owned	45.0¢ per mile
Taxi cabs, without special authorization	$25.00
Any expenditure above which a receipt is needed	$25.00

Figure 2-6

FEMA Form 22-18, Supplement to Official Travel Authorization



FEDERAL EMERGENCY MANAGEMENT AGENCY

SUPPLEMENT TO OFFICIAL TRAVEL AUTHORIZATION

1 EMPLOYEE'S NAME	2 SOCIAL SECURITY NO	3 REPORTING DATE	4 TRAVEL AUTH NO

5 ACTUAL RESIDENCE AT TIME OF TRANSFER OR APPOINTMENT (Street address, City, State) | 6 DATE OF SERVICE AGREEMENT

7 EMPLOYEE AND MEMBERS OF IMMEDIATE FAMILY AUTHORIZED TO TRAVEL AT GOVERNMENT EXPENSE

NAME a	RELATIONSHIP b	IF CHILD DATE OF BIRTH c	8 PER DIEM (1) RATE	(2) EST COST	9 TRANSPORTATION (1) MODE	(2) EST COST
				$		$
			TOTALS ▶	$		$

8 TRANSPORTATION BY PRIVATELY OWNED MOTOR VEHICLE (POV)

	a	NO OF PASSENGERS b	MILEAGE RATE c	NO OF MILES d	COST e
AUTHORIZED USE OF ___ POV(s) (Justification for use of more than one POV must be attached)	POV NO 1				$
	POV NO 2				
	POV NO				
				TOTAL ▶	$

SAMPLE

9 ROUND TRIP TRAVEL TO SEE PERMANENT RESIDENCE QUARTERS

a AUTHORIZATION (Check)	b DATES OF TRAVEL (1) BEGIN (2) END	c PER DIEM RATE (1) EMPLOYEE (2) SPOUSE	d TRANSPORTATION (1) MODE (2) MILEAGE RATE
AUTHORIZATION FOR (1) ☐ Employee (2) ☐ Spouse			

e ESTIMATED COST ▶	(1) PER DIEM $	(2) TRANSPORTATION $	(3) OTHER $	(4) COST TO GOVERNMENT $

10 ALLOWANCES FOR SUBSISTANCE EXPENSES WHILE OCCUPYING TEMPORARY QUARTERS

a AUTHORIZATION (Check)	b PERIOD (1) BEGINNING DATE (2) ENDING DATE	c PER DIEM RATES* (See Par 10-3) ▶	(1) 1st PERIOD (a) EMPLOYEE $ (b) OTHERS (specify) $	(2) 2nd PERIOD (a) EMPLOYEE $ (b) OTHERS (specify) $	(3) 3rd PERIOD (a) EMPLOYEE $ (b) OTHERS (specify) $
AUTHORIZED FOR (Justification must be attached if block 8a above is approved) ☐ Employee ☐ Members of immediate family:					

*Reimbursement shall be for actual expenses only, not to exceed computations based on rates shown

d ESTIMATED COST (See Par 10-3) ▶	(1) 1st PERIOD $	(2) 2nd PERIOD $	(3) 3rd PERIOD $	(4) COST TO GOVERNMENT $

11 MISCELLANEOUS EXPENSES ALLOWANCE

AUTHORIZED IN AN AMOUNT NOT TO EXCEED ———	(1) AMOUNT

12 ALLOWANCES FOR EXPENSES RELATING TO REAL ESTATE TRANSACTIONS AND UNEXPIRED LEASES

		COST
AUTHORIZED FOR	(1) ☐ SALE OF HOME AT OLD OFFICIAL STATION	$
	(2) ☐ PURCHASE OF HOME AT NEW OFFICIAL STATION	
	(3) ☐ SETTLEMENT OF UNEXPIRED LEASE AT OLD OFFICIAL STATION	
	TOTAL ▶	$

13 TRANSPORTATION AND STORAGE OF HOUSEHOLD GOODS AND PERSONAL EFFECTS

a ☐ COMMUTED RATE SYSTEM b ☐ ACTUAL EXPENSE METHOD c ☐ OUTSIDE CONTINENTAL UNITED STATES

	(1) ESTIMATED WEIGHT	(2) DISTANCE	(3) ESTIMATED COST
d ☐ TRANSPORTATION AUTHORIZED ▶			$
e ☐ TEMPORARY STORAGE AUTHORIZED ▶		(2) PERIOD ____ DAYS	(3) ESTIMATED COST $
f ☐ NONTEMPORARY STORAGE AUTHORIZED (see instructions on reverse) ▶	(1) ESTIMATED WEIGHT	(2) PERIOD ____ MONTHS	(3) ESTIMATED COST $

14 TRANSPORTATION OF MOBILE HOME

AUTHORIZED BASED ON EMPLOYEE CERTIFICATION DATED ——— THAT HOUSE TRAILER IS FOR USE AS RESIDENCE AT NEW OFFICIAL STATION

a ESTIMATED COST ▶	(1) DISTANCE ____ MILES	(2) COMMERCIAL CARRIER $	(3) MILEAGE BASIS $	(4) COST TO GOVERNMENT $

SIGNATURE OF EMPLOYEE AGREEMENT	SIGNATURE OF AUTHORIZING OFFICIAL

COMMENTS

FEMA Form 22-18, NOV 84

Chapter 3

Local Travel

3-1. Local Travel.

a. Local travel is defined as any official travel in which the traveler can reasonably be expected to travel to a temporary work site, perform required task(s) and return to the official work site, or residence, within 1 workday. Normally the area of travel is limited to a 50 mile radius from the official work site. At the discretion of the authorizing official the local travel area can be extended to a maximum radius of 100 miles to the extent the health and welfare of the employee is not affected.

b. In the headquarters area official travel to Olney, Emmitsburg, and Towson, Maryland; Charlottesville, Virginia; the SF; and Harrisburg, Pennsylvania, is to be considered local travel if the requirements of subparagraph 3-1a are met.

c. A per diem allowance shall not be allowed within the limits of the official station, at, or within the vicinity of, the place of abode (home) from which the employee commutes daily to the official station.

3-2. Authorization and Approval. Local travel may be authorized orally by an official who has been delegated the authority to approve travel. Written travel orders are not required. Approval of the SF 1164, Claim for Reimbursement for Expenditures on Official Business, by the approving official is adequate.

a. Where there are a number of modes of transportation available for accomplishing local travel, as in the larger metropolitan areas, designated officials should orally authorize the mode of travel that will enable the employee to accomplish official business most efficiently.

b. An employee should be advised orally which mode of transportation is authorized before the travel is performed to avoid any subsequent misunderstanding as to the basis for the determination.

3-3. Daily Travel To and From Residence.

a. General Rule. "The well established rule is that employees must place themselves at their regular places of work and return to their residences at their own expense, absent statutory or regulatory authority to the contrary. Although such transportation expenses may be increased by the performance of overtime duty or other emergency conditions, this does not change the basic rule that the employee must bear the expense of travel between his residence and official duty station." Civilian Personnel Law Manual, Title III - Travel, page 3-11.

b. Overtime Work. "With respect to the performance of overtime work, whether on a voluntary or involuntary basis, there is no authority to reimburse an employee mileage costs incurred for travel by privately owned vehicle (POV), between his residence and official duty station." Civilian Personnel Law Manual, Title III - Travel, page 3-11.

3-4. Policy. Transportation by bus, taxi, subway, or POV (subject to the restrictions set forth in paragraph 3-5) is allowable for the following purposes.

a. Between places of business at the official duty station;

b. Between residence and office when:

(1) POV is authorized for travel within the official duty station; or

(2) Transportation costs by bus, train, or subway exceeds normal commuting costs due to intervening TDY.

c. Between office and residence in cases of necessity if ALL the following conditions, as set forth in the Federal Travel Regulations (FPMR 101-7, 1-2.3e), are met:

(1) The travel is incident to officially ordered work outside the employee's regular working hours;

(2) The employee is dependent on public transportation for such travel;

(3) The travel is performed during hours of infrequently scheduled public transportation or darkness; and

(4) Reimbursement may be authorized only for TAXICAB fares and tips paid by the employee for such travel.

3-5. Reimbursement for POV Use. When claiming reimbursement for local travel expenses, employees may be reimbursed for all mileage incurred incidental to a commute to a temporary duty station from the employee's residence. However, if the employee reports to his/her official duty station prior to leaving for the temporary duty location, mileage is then calculated from the office or official duty station.

3-6. Authorized Form for Claiming Reimbursement. SF 1164 shall be used to claim reimbursement for local travel expenses. Such expenses may include payments for public transportation, taxicabs, mileage for use of POV, and parking fees. Approval of the reimbursement voucher constitutes authorization and approval of the travel performed and the mode of transportation used. The purpose of the travel must be shown on the SF 1164. See figure 3-1.

3-7. Submission of SF 1164. Claims for reimbursement are to be submitted to the Office of the Comptroller, Budget Division, at headquarters or the Administrative Unit in the regions and field establishments before payment from either the Imprest Fund or by U.S. Treasury check can be made.

Figure 3-1
(Part 1 of 4)

Standard Form 1164, Claim for Reimbursement for Expenditures on Official Business

CLAIM FOR REIMBURSEMENT FOR EXPENDITURES ON OFFICIAL BUSINESS

1. DEPARTMENT OR ESTABLISHMENT, BUREAU, DIVISION OR OFFICE

2. VOUCHER NUMBER

3. SCHEDULE NUMBER

Read the Privacy Act Statement on the back of this form.

5. PAID BY

CLAIMANT

a. NAME (Last, first, middle initial)

b. SOCIAL SECURITY NO

c. MAILING ADDRESS (Include ZIP Code)

d. OFFICE TELEPHONE NUMBER

6. EXPENDITURES *(If fare claimed in col. (g) exceeds charge for one person, show in col. (h) the number of additional persons which accompanied the claimant.)*

DATE 19__ (a)	CODE (b)	(c) FROM	(d) TO	MILEAGE RATE ¢ / NO OF MILES (e)	AMOUNT CLAIMED MILEAGE (f)	FARE OR TOLL (g)	ADD'L PERSONS (h)	TIPS AND MISCELLANEOUS (i)

Show appropriate code in col. (b).
A—Local travel
B—Telephone or telegraph, or
C—Other Expenses *(Itemized)*
(Explain expenditures in specific detail.)

SAMPLE

If additional space is required continue on the back.

SUBTOTALS CARRIED FORWARD FROM THE BACK

TOTALS

7. AMOUNT CLAIMED *(Total of cols. (f), (g) and (i).)* ▶ $

8. This claim is approved. Long distance telephone calls, if shown, are certified as necessary in the interest of the Government. *(Note: If long distance calls are included, the approving official must have been authorized, in writing, by the head of the department or agency to so certify (31 U.S.C. 680a).)*

Sign Original Only

APPROVING OFFICIAL SIGN HERE ▶

DATE

9. This claim is certified correct and proper for payment.

Sign Original Only

AUTHORIZED CERTIFYING OFFICER SIGN HERE ▶

DATE

10. I certify that this claim is true and correct to the best of my knowledge and belief and that payment or credit has not been received by me.

Sign Original Only

CLAIMANT SIGN HERE ▶

DATE

11. CASH-PAYMENT RECEIPT

a. PAYEE (Signature)

b. DATE RECEIVED

c. AMOUNT $

12. PAYMENT MADE BY CHECK NO.

ACCOUNTING CLASSIFICATION

1164-210

STANDARD FORM 1164 (Rev. 11-77)
Prescribed by GSA, FPMR (CFR 41) 101-7

(Part 2 of 4)

6. EXPENDITURES—*Continued*

DATE 19__ (a)	CODE (b)	Show appropriate code in col. (b) A—Local travel B—Telephone or telegraph, or C—Other Expenses *(itemized)* (Explain expenditures in special detail) (c) FROM	(d) TO	MILEAGE RATE ¢ NO. OF MILES (e)	AMOUNT CLAIMED MILEAGE (f)	FARE OR TOLL (g)	ADD PER DIEMS (h)	TIPS AND MISCELLANEOUS (i)

(Part 3 of 4)

Instructions for Standard Form 1164, Claim for Reimbursement for Expenditures on Official Business

Print or type in the following required information.

1. Name of office and division in which employee works.

2. & 3. Will be filled in by the Imprest Fund Cashier.

4a. Name of employee.

4b. Social security number.

4c. Mailing address, if check is to be mailed.

4d. Office telephone number.

5. Will be filled in by Imprest Fund Cashier.

6a. The date expense was incurred.

6b. Insert code letter as shown.

6c. This block will include the name and building where trip started (residence, FPC or Donohoe Building, etc.) and the address.

6d. This block will include the name of building where trip ended (White House, SF, NETC, etc.) and the address.

Note: There MUST be an explanation to why it was necessary to make the trip (purpose); why it was necessary to use a taxi, especially if travel by common carrier was feasible, e.g., subway.

6e. Mileage rate and number of miles POV was driven.

6f. Mileage rate multiplied by number of miles POV was driven.

6g. Fares or tolls claimed.

6h. Number of additional persons traveling with you. Please include names and employment location.

6i. List tips or miscellaneous expenses. Any expenditures over $25 require a receipt.

6j. Parking and gas receipts are required, if no receipts available, provide explanation.

(Part 4 of 4)

7. Subtotal columns (f), (g) and (i) on front and back of form, and insert in appropriate block. Add subtotals of columns (f), (g) and (i) and place total next to $ sign.

8. Signed and dated by the approving official.

9. The signature for an authorized certifying officer is no longer required.

10. The claimant will verify the claim is true and correct by signing and dating this block.

11. If cash is received, the receiver will indicate he/she received the money by signing this block and indicate date and amount received.

12. Insert check number if paid by check.

Accounting Classification - This block must show the correct accounting code. If there is more than one accounting code, then amounts must be identified with a certain accounting code, e.g., 89-9-XXXX-XXXX-2-XXXX (year-appropriation-program-object-function-organization).

Chapter 4

Travel by Experts and Consultants

4-1. Applicability. The provisions of this chapter apply to experts and consultants.

a. Individuals Serving with Pay. An individual employed intermittently in Government service as an expert or consultant and paid on a daily when-actually-employed basis may be allowed the following:

(1) Travel and transportation expenses while traveling on official Agency business, away from the home or regular place of business.

(2) Per diem allowances while at the place of Government employment, as long as it is not their permanent duty station.

(3) Limitations are the same as those applicable to regular employees.

b. Individuals Serving Without Pay. An individual serving without pay or at the rate of $1.00 per year may be allowed transportation expenses and a per diem allowance while en route and at the place of Government service or employment away from the home or regular place of business. When authorized per diem in lieu of subsistence for each day, or fraction of a day, the uncompensated person is entitled to a full day's per diem for fractional days of travel.

c. Continuous Service (Instead of Intermittent). If the consultant's or expert's employment become continuous, rather than intermittent, he/she is subject to a reduction in the per diem rate when extended duty at one location is performed. The principles of this reduction are stated in paragraph 19-5.

4-2. Travel Authorization.

a. Official Form. FEMA Form 60-2 must be prepared by travel experts and consultants in accordance with the requirements of chapter 2.

b. Authorization Required. Travel by experts and consultants must be authorized and approved by the authorizing and approving official delegated authority to perform these functions.

4-3. Travel Advances. Experts and consultants may receive an advance of funds on a SF 1038, Advance of Funds Application and Account, to cover a specific trip. Recurring travel advances are not normally made to experts and consultants.

4-4. GSA Interagency Fleet Management Service. Persons employed as experts and consultants under this chapter may use rental cars under the same rules as a Government employee.

4-5. Government Transportation Request (GTR), SF 1169. Experts and consultants are allowed use of GTR's, SF 1169, for the purchase of transportation for official Agency business but MUST use a Travel Management Center (TMC).

4-6. Claims for Reimbursement. Experts and consultants shall submit claims for reimbursement of travel and/or transportation expenses on SF 1012 or SF 1164.

Chapter 5

Government Rates for Reimbursable Contractors Travel

5-1. General. The purpose of this chapter is to establish procedures when reimbursable contractors travel on Government rates.

5-2. Applicability. The provisions of this chapter are applicable to all organizational elements in headquarters, regions, and field establishments.

5-3. Reference. The procedures prescribed in this manual are in compliance with a letter from the Director, Customer Service Bureau, Office of Federal Supply and Services, GSA.

5-4. Background.

a. Cost-reimbursable contractors spend millions of dollars annually for travel in the performance of their contracts. Because Federal agencies reimburse them directly for official travel, any savings in these travel costs would accrue as a benefit, or cost avoidance, to the Government.

b. Under current contracts with the airlines, cost-reimbursable contractors may use YCA fares (Government Contract Fares) if they procure them with a SF 1169, GTR. According to regulations, GTR's must be used only for official travel, but there is no restriction limiting their use to Federal employees. Federal agencies require contractors to obtain their tickets through a TMC.

5-5. Policy. It is FEMA's policy that (to the extent such travel is consistent with the requirements of the contract) reimbursable contractors use Government contract fares for travel performed.

5-6. Procedures.

a. The Office of Acquisition Management must include a stipulation in all reimbursable contracts that the contractor must secure all tickets for common carrier travel (airline, train, etc.) through FEMA. The contract will show that the contractor will be billed directly by the TMC. After paying the invoice, the contractor will include the cost of the common carrier travel in their periodic billings. Cost-reimbursable contracts should include a provision that other savings achieved through the contractor's use of the GSA contract discount fares accrue to the Government.

b. The Accounting Division or the Regional Administrative Unit, when requested by a Project Officer, will issue a GTR number to their respective TMC. The GTR will cover travel by all reimbursable contractors for that particular billing period. Each GTR MUST be marked CONTRACTORS on all copies.

c. When it becomes necessary for the contractor to travel, the Project Officer will call his/her contact point (Accounting Division for headquarters, the Administrative Unit and Disaster Support Team in the regions) for the current period's Contractors GTR number. The Project Officer will issue a letter (see figure 5-1) authorizing the contractor to travel on Government rates. Copies of this letter will be sent to:

(1) Traveler. The traveler's copy will be as shown.

(2) TMC. The copy to the TMC will show the GTR number, departure and destination points, dates of travel, and ticket pick-up point.

(3) Travel Section, Accounting Division. The copy to the Accounting Division will show the GTR number.

d. The contractor will pick-up the ticket at the designated point and complete the objective of the travel. The TMC will invoice and receive payment directly from the contractor. When the contractor submits the periodic billing to the Project Officer, the cost of the common carrier ticket(s) will be included. Attached to the billing will be a copy of the authorizing letter, the passenger's copy of the ticket, and a copy of the invoice from the TMC.

e. When the Project Officer has approved the contractor's invoice for payment, he/she will send a copy of the authorizing letter and the passenger's copy of the ticket to the Accounting Division, Office of the Comptroller.

f. The Accounting Division will match the copy of the authorizing letter and the passenger's copy of the ticket with the original authorizing letter and process. The GSA Transportation Audit Division requires all of the passenger's tickets plus the blue copy of the GTR marked Contractor.

g. The Regional Administrative Unit and the Disaster Support Team will process contractor travel in accordance with these regulations.

5-7. Approved Contract Airlines. When making travel arrangements for cost-reimbursable contractors, consult the appropriate FTD. For example purposes only, see figure 5-2 for a list of airlines that will honor reimbursable contractors.

Figure 5-1

Agency Letter of Identification Required for Cost-Reimbursable Contractors to Qualify for GSA Contract Discount Fares

TO: GSA Contract Airline

SUBJECT: Official Travel of Cost-Reimbursable Contractor

(Full name of traveler), the bearer of this letter, is an employee of (Company name) which is under contract to this Agency under the cost-reimbursable contract (Contract number) . During the period of the contract, (Give dates) , the employee will be performing direct, reimbursable travel in performance of the contract. The employee is thereby eligible and authorized to use the GSA contract discount fares in accordance with your city-pairs contract with the GSA.

(Signature, title and telephone number of the Contracting Officer.)

(TO BE TYPED ON AGENCY'S OFFICIAL LETTERHEAD.)

Figure 5-2
(Part 1 of 2)

Contract Airlines That Honor Reimbursable Contractors

Contract Airlines that have agreed to permit Cost-Reimbursable Contractors (CRC), Government-Owned Contractor-Operated (GOCO), and Federally Funded Research and Development Contractors (FFRDC), are listed in the Federal Travel Directory (FTD) that is published by the General Services Administration on a monthly basis. The Contract Airlines listed below were in effect May 1988 and are shown for example purposes only. When making travel arrangements for cost-reimbursable contractors, consult the appropriate FTD.

Carrier	Types of Markets	Types of Contractors	Method of Payment	Agency ID Letter Required
Alaska 1/ 2/ (AS)	Domestic	CRC, GOCO, FFRDC	Cash or GTR	Yes
America West (HP)	Domestic	CRC, GOCO, FFRDC	GTR	Yes
Aspen 3/ 4/ (UA)	Domestic	CRC, GOCO, FFRDC	Credit Card, Cash, or GTR	Yes
Braniff (BN)	Domestic	CRC, GOCO, FFRDC	Credit Card, Cash, or GTR	Yes
Empire 1/ 2/ (EM)	Domestic International	CRC, GOCO, FFRDC	Credit Card, Cash, or GTR	Yes
Hawaiian (HA)	Domestic International	CRC, GOCO, FFRDC	Cash or GTR	Yes
Midway (ML)	Domestic International	GOCO, FFRDC	Credit card, Cash, or GTR	No
Southwest (WN)	Domestic	CRC, GOCO, FFRDC	GTR	Yes

1/ Will accept contract number in lieu of GTR for endorsement purposes.

2/ Will accept GTR for payment and endorsement purposes.

3/ Will accept GTR for endorsement purposes only.

(Part 2 of 2)

4/ Aspen Airways operates as a United Express carrier using the "UA" carrier code.

The contractor identification letter and GTR's can be obtained only through Agency contracting officers.

For additional information in this regard, to include the format for the standard contractor identification letter, see FPMR Bulletin A-90, dated August 15, 1986.

Chapter 6

Emergency Travel of Employee Due to Illness or Injury or a Personal Emergency Situation, Within or Outside CONUS

6-1. General. Transportation and subsistence expenses may be allowed to the extent provided herein when an employee discontinues or interrupts a temporary duty travel assignment prior to its completion because of incapacitating illness or injury or a personal emergency situation.

6-2. Agency Responsibility/Delegation of Authority. Authorizing officials may authorize or approve reimbursement for transportation and per diem expenses under this chapter based on the exigencies of the employee's personal situation and the Agency mission.

6-3. Employee Responsibility and Documentation. As soon as an employee is incapacitated by illness or injury or informed of an emergency situation which necessitates discontinuance or interruption of the temporary duty travel assignment, he/she should attempt to contact the designated travel-approving official for instructions. In the event that such contact cannot be made on a timely basis, FEMA may approve payments after the travel has been performed.

6-4. Definitions. As used in this chapter, the following definitions apply:

a. Official Station. The term official station also refers to the home or regular place of business as it pertains to experts and consultants described in 5 USC 5703.

b. Alternate Location. An alternate location is a destination, other than the employee's official station or the point of interruption, where necessary medical services or a personal emergency situation exists. In the case of illness or injury of the employee, the nearest hospital or medical facility capable of treating the illness or injury is not considered to be an alternate location.

c. Incapacitating Illness or Injury of Employee. An incapacitating illness or injury is one that occurs suddenly for reasons other than the employee's own misconduct and renders the employee incapable of continuing, either temporarily or permanently, the travel assignment. A sudden illness or injury may include a recurrence of a previous medical condition thought to have been cured or under control. The illness or injury may occur while the employee is at, or en route to or from, a temporary duty location.

d. Family. Individuals who are members of the employee's household at the time the emergency situation arises. For compassionate reasons, when warranted by the circumstances of a particular emergency situation, FEMA may on an individual case basis expand this definition to encompass other members of the extended family of an employee and employee's spouse,

such as individuals who are not dependents of the employee or members of the employee's immediate household. In using this authority and deciding each case, FEMA shall evaluate the extent of the emergency and the employee's relationship to, and degree of responsibility for, the individual(s) involved in the emergency situation.

e. Personal Emergency Situation. Means the death or serious illness or injury of a member of the employee's family or a catastrophic occurrence or impending disaster such as a fire, flood, or act of God which directly affects the employee's home at the official station of the family and occurs while the employee is at, or en route to or from, a temporary duty location.

f. Serious Illness or Injury of Family Member. Serious illness or injury of a family member means a grave, critical, or potentially life-threatening illness or injury; a sudden injury such as an automobile or other accident where the exact extent of injury may be undetermined but is thought to be critical or potentially life threatening based on the best assessment available; or other situations involving less serious illness or injury of a family member in which the absence of the employee would result in great personal hardship for the immediate family.

g. Fire, Flood, or Act of God. Fires or floods due to natural causes or human actions (e.g., arson) or other identifiable causes. Act of God means an extraordinary happening by a natural cause (as fire, flood, tornado, hurricane, earthquake, or other natural catastrophe) for which no one is liable because experience, foresight, or care could not prevent it.

6-5. Incapacitating Illness or Injury of Employee. When an employee interrupts or discontinues a travel assignment because of an incapacitating illness or injury (as defined in subparagraph 6-4c), transportation expenses and per diem may be allowed to the extent provided below.

a. Continuation of Per Diem at Point of Interruption. An employee who interrupts the temporary duty assignment because of an incapacitating illness or injury and takes leave of any kind shall be allowed a per diem allowance, as appropriate, not to exceed the maximum rates prescribed for the location where the interruption occurs. Such per diem may be continued for a reasonable period, normally not to exceed 14 calendar days (including fractional days) for any one period of absence. However, a longer period may be approved by FEMA, if justified by the circumstances of a particular case. The point of interruption may include the nearest hospital or medical facility capable of treating the employee's illness or injury. Per diem shall not be allowed while an employee is confined to a hospital or medical facility that is within proximity of the official station or that is the same one the employee would have been admitted to if the illness or injury had occurred while at the official station.

(1) Receipt of Payments From Other Federal Sources. If, while in travel status under circumstances described in subparagraph 6-5a, the employee receives hospitalization (or is reimbursed for hospital expenses) under any Federal statute (including hospitalization in a Veterans Administration or military hospital) other than 5 USC 8901-8913 (Federal Employees Health Benefits Program), the per diem allowance for the period involved shall not be paid or, if paid, shall be collected from the employee.

(2) Documentation and Evidence of Illness. The type of leave and its duration must be stated on the SF 1012. No additional evidence of the illness or injury need be submitted with the SF 1012. The evidence filed with the Agency, as required by the Agency under the annual and sick leave regulations of the Office of Personnel Management (OPM), shall suffice.

b. Return to Official Station or Home. When an employee discontinues a temporary duty assignment before its completion because of an incapacitating illness or injury, expenses of appropriate transportation and per diem while en route shall be allowed for return travel to the official station. Such return travel may be from the point of interruption or other point where the per diem allowance was continued as provided in a, above. If, when the employee's health has been restored, the Agency decides that it is in the Government's interest to return the employee to the temporary duty location, such return is considered to be a new travel assignment at Government expense.

c. Travel to an Alternate Location and Return to the Temporary Duty Assignment.

(1) Conditions and Allowable Expenses. When an employee, with the approval of an appropriate Agency official interrupts a temporary duty assignment because of an incapacitating illness or injury and takes leave of absence for travel to an alternate location to obtain medical services and returns to the temporary duty assignment, reimbursement for certain excess travel costs may be allowed as provided in subparagraph 6-5c(2). The nearest hospital or medical facility capable of treating the employee's illness or injury will not be considered an alternate location (see subparagraph 6-4b).

(2) Calculation of Excess Costs. The reimbursement that may be authorized or approved under subparagraph 6-5c(1) shall be the excess (if any) of actual costs of travel from the point of interruption to the alternate location and return to the temporary duty assignment, over the constructive costs of round-trip travel between the official station and the alternate location. The actual cost of travel will be the transportation expenses incurred and en route per diem for the travel as actually performed from the point of interruption to the alternate location and from the alternate location to the temporary duty assignment. (No per

diem is allowed for the time spent at the alternate location.) The constructive cost of travel is the sum of transportation expenses the employees would reasonably have incurred for round-trip travel between the official station and the alternate location (had the travel begun at the official station) plus per diem calculated under chapter 19 for the appropriate en route travel time. The excess cost that may be reimbursed is the difference between the two calculations.

6-6. Personal Emergency Situation.

a. Return to Official Station or Home. When an employee discontinues a temporary duty assignment before its completion because of a personal emergency situation as defined in subparagraph 6-4e, expenses of appropriate transportation and per diem while en route may be allowed, with the approval of an appropriate Agency official, for return travel from the point of interruption to the official station. If, when the personal emergency situation has been resolved, the Agency decides that it is in the Government's interest to return the employee to the temporary duty location, such return is considered to be a new travel assignment at Government expense.

b. Travel to an Alternate Location and Return to the Temporary Duty Assignment. When an employee, with the approval of an appropriate Agency official, interrupts a temporary duty assignment because of a personal emergency situation as defined in subparagraph 6-4e, and takes leave of absence for travel to an alternate location where the personal emergency exists, and returns to the temporary duty assignment, reimbursement may be allowed for certain excess travel costs (transportation and en route per diem) to the same extent as provided in subparagraph 6-5c for incapacitating illness or injury of the employee.

6-7. Procurement of Transportation.

a. Use of Discount Fares. The discount fares offered by contract air carriers in certain city pairs, as well as other reduced fares available to Federal travelers on official business, should be used to the extent possible for travel authorized or approved under chapter 6.

b. Return to Official Station. When the employee is authorized emergency return travel, from the point of interruption or discontinuance of the travel assignment to the official station, appropriate transportation services may be purchased by the Agency or the employee. The unused return portion of round-trip transportation tickets procured by the Agency for the travel assignment shall be used if appropriate for the mode of transportation required for the emergency travel. If not used, the Agency and the employee shall ensure that all unused tickets are properly accounted for.

c. Travel to Alternate Location. An agency may require employees to use personal funds for emergency travel to an alternate location and return to the temporary duty assignment. A Government contractor-issued charge card also may be used for this purpose. However, if the employee does not have sufficient personal funds available and is not a Government charge card holder, the Agency may procure (or provide an advance of funds for the employee to procure) appropriate transportation. The employee, upon completion of the emergency travel, shall reimburse the Government for any cost of such transportation or travel advance that is above the amount of allowable reimbursement that may be authorized or approved under this chapter.

Chapter 7

Payment of Subsistence and Transportation Expenses for Threatened Law Enforcement/Investigative Employees

7-1. Authority. The Director, FEMA, or designee may authorize or approve payment of subsistence and certain transportation expenses for threatened individuals (see paragraph 7-4) whose lives are placed in jeopardy as a result of the employee's assigned duties and who, as a protective measure, are moved to temporary living accommodations at or away from the official station within or outside CONUS.

7-2. Policy. The authority under paragraph 7-1 is to be given priority consideration when the life-threatening situation is expected to be of temporary duration (normally no more than 60 days) and the only feasible alternative is to transfer the employee to a new duty station. Authorizing officials must make the final decision as to how long such payments should continue based on the specific nature and potential duration of the life-threatening situation and the alternative costs of change of official station for protective purposes.

7-3. Eligible Individuals. Employees who specifically serve in a law enforcement, investigative, or similar capacity, or other Federal employees detailed into these capacities for specific law enforcement/investigational purposes, are eligible for the allowances covered by this chapter. The Agency shall be deemed to be the one to whom the employee was assigned at the time of the threat. Members of such employees' immediate families also are eligible.

7-4. Procedures for Evaluating Risk to Threatened Individuals. When a situation occurs that appears to be life-threatening, the Agency's first responsibility is to take any appropriate action necessary to protect the eligible individual(s), including removal from the home. The Agency may ask the Criminal Division of the Department of Justice (DOJ) for assistance in determining the degree and seriousness of the threat. The Agency, however, ultimately is responsible for deciding in each individual case, based on its own assessment of the situation (and the advice of the DOJ, if requested and furnished), whether protective action should be initiated, or continued if already undertaken, and the amount of subsistence and transportation expenses that will be approved. At 3-day intervals the Agency will re-evaluate the situation and decide whether any further extensions of the time period are appropriate.

7-5. Eligibility Conditions and Limitations.

a. Limits on Duration of Temporary Living Accommodations. Subsistence payments may begin as soon as the Agency determines that the provisions of this chapter should be invoked in a particular situation. Normally subsistence payments may be allowed for a period of no more than 60 days; the Agency may, however, approve extensions of the time period as provided in

paragraph 7-5. If the threatened individuals are directed to move immediately into temporary accommodations while the Agency assesses the degree and seriousness of the threat, subsistence payments for this period may be allowed, even when the Agency ultimately determines that the threat is not serious or no longer exists and decides to return the individuals to their home. When necessary occupancy of temporary living accommodations is expected to exceed 120 days, the Agency should consider whether permanently relocating the employee would be advantageous given the specific nature of the threat, the continued disruption of the family, and the alternative costs of a change of official station.

b. Location of Temporary Living Accommodations. The temporary living accommodations may be located in the vicinity of the employee's official station or at an alternate location away from the official station as circumstances warrant. When justified, the employee and immediate family members may occupy temporary living accommodations at different locations. The Agency will designate the appropriate locations.

7-6. Allowable Subsistence Payments.

a. Expenses Covered. Payments under this authority are intended to cover only reasonable and necessary subsistence expenses actually incurred incident to the occupancy of temporary living accommodations. Subsistence payments under this chapter generally will be limited to the cost of lodgings. However, certain expenses for meals, laundry, and cleaning of clothing may be allowed as provided in subparagraph 7-7c.

b. Determining Allowable Lodging Costs.

(1) Allowable Costs for Daily Rentals. The same costs allowed for lodging facilities obtained in connection with temporary duty travel may be allowed for temporary living accommodations under this chapter.

(2) Allowable Types of Costs for Other-Than-Daily Rentals. When an eligible individual rents lodgings on an other-than-daily basis for temporary occupancy under this chapter, the allowable costs shall be converted to a daily basis which apply to lodgings obtained in connection with temporary duty travel.

c. Determining Other Allowable Expenses. Costs of food, laundry, and cleaning of clothing are expenses incurred in day-to-day living. Such expenses should be considered the responsibility of the employee and normally will not be reimbursed. However, if temporary living accommodations do not contain cooking and/or laundry facilities, or other extenuating circumstances are present, certain of these expenses may be allowed to the extent determined appropriate by the Agency.

d. Maximum Allowable Amount.

(1) Method of Computation. The Agency may approve the actual amount of allowable expenses incurred in each 30-day period (or fraction thereof) up to a maximum amount based on the daily limitations calculated, multiplied by 30 (or the actual number of days used if fewer than 30). The daily actual subsistence expenses required to be itemized will be totaled for each 30-day period (or fraction thereof) and compared with the maximum allowable for the particular period as prescribed in subparagraph 7-7d(2).

(2) Daily Limitations. The maximum amount of subsistence payments for each 30-day period (or fraction thereof) will be based on daily limitations calculated as provided in subparagraph 7-7d(2)(a) through (e). If subsistence payments are authorized only for lodging costs, the daily limitations shall be reduced appropriately.

(a) For the employee, or for the unaccompanied spouse (one who necessarily occupies temporary accommodations without the employee or in a location separate from the employee), the daily limitation shall be an amount prescribed by the Agency that shall not exceed the applicable maximum per diem rate prescribed for the location of the temporary living accommodations.

(b) For the spouse accompanied by the employee, the daily limitation shall not exceed three-fourths of the employee's daily limitation established in subparagraph 7-7d(2)(a).

(c) For each other member of the employee's immediate family who is 12 years of age or older, the daily limitation shall not exceed three-fourths of the daily limitation established in subparagraph 7-7d(2)(a) for the employee or the unaccompanied spouse, as appropriate.

(d) For each member of the employee's immediate family who is under 12 years of age, the daily limitation shall not exceed one-half of the daily limitation established in subparagraph 7-7d(2)(a) for the employee or the unaccompanied spouse, as appropriate.

(e) For each member of the immediate family who necessarily occupies temporary living accommodations without, or at a location separate from, either the employee or the spouse, the Agency may, when the limitations stated in subparagraphs 7-7c and d are inadequate, establish an appropriate higher daily limitation, that is within the limitation prescribed in subparagraph 7-7d(2)(a).

e. Itemization and Receipts. The actual expenses shall be itemized in a manner which will permit at a minimum review of the amounts spent daily for (1) lodging, (2) meals, and (3) other allowable items of subsistence expenses. Receipts shall be required at least for lodging and for any other allowable expenses as required by the Agency.

7-7. Transportation To and From a Location Away From the Employee's Designated Post of Duty. The Agency may approve the payment of transportation expenses when a situation described in paragraph 7-1 requires the employee and/or members of the immediate family to be temporarily relocated to a place away from the employee's designated post of duty. Transportation to and from such location shall be in accordance with the governing provisions of chapters 9 through 13 unless the Comptroller specifically approves a deviation from the rules for security reasons (regarding use of cash to procure transportation services in emergency circumstances). The documentation provisions of paragraph 7-9 govern in such instances.

7-8. Authorizations and Payment of Claims. In instances when documentation might compromise the security of the individuals involved, the head of the Agency may waive all but absolutely essential documentation requirements.

7-9. Advance of Funds. Funds may be advanced for subsistence and transportation expenses covered under this chapter. The advance of funds will be at intervals prescribed by the Agency but for no more than a 30-day period at a time. The amount of the advance shall not exceed an amount based on the daily limitations established by the Agency under subparagraph 7-7d(2).

Chapter 8

Meetings and Training

8-1. General. This chapter applies to meetings, formal discussions, lectures, conferences, and seminars sponsored by governmental or private organizations. Sponsorship or attendance at such functions may be for the purpose of conducting official business, improving employee performance and/or maintaining the Agency's role in emergency management activities. Hereinafter, these functions will be referred to as meetings. Receptions, banquets, and award ceremonies which are primarily social functions are not considered meetings for the purpose of this chapter.

8-2. Authorities.

a. Training. 5 USC 4109 provides for payment of expenses incident to attendance at training meetings (39 Comptroller General 119).

b. Private Meetings. 5 USC 4110 provides for payment of expenses incident to attendance at meetings sponsored by private organizations (46 Comptroller General 135).

c. Government Meetings. 5 USC, Chapter 54, provides general travel expense reimbursement authority which may be used for payment of expenses incident to attendance at meetings sponsored by Federal departments and agencies, and State and local government organizations.

8-3. Meetings as Training. Attendance at meetings may be considered training (as defined in appendix B) when requested and approved by proper authority on the appropriate training request form.

8-4. Sponsorship of Meetings.

a. Policy. It is FEMA's policy that necessary meetings will be held at appropriate times and places to avoid Agency expenditures for subsistence, transportation costs, and overtime.

b. Meeting Facilities, Equipment, and Materials. Government-owned and leased facilities and equipment shall be used, when possible, for Agency-sponsored meetings. Expenses of commercial meeting facilities for short-term use are allowable when Government facilities are not available. See FEMA Instruction 6100.1, Procurement of Short-Term Government or Commercial Conference and/or Meeting Facilities.

c. Meals at FEMA-Sponsored Meetings. The provisions of this paragraph apply to FEMA-sponsored meetings for which a purchase order is processed. The authority under which a Government agency may provide meals or refreshments in connection with a meeting is severely restricted. No office shall provide meals or refreshments to employees at their official duty station under any circumstances. Meals may be provided to individuals performing

temporary duty travel only when it is advantageous to the Government and the individual's per diem is appropriately reduced. Appropriate justification must be submitted with the requisition. UNDER NO CIRCUMSTANCES may alcoholic beverages be provided to meeting participants.

8-5. Registration Fees.

a. General. Some meetings or training which FEMA employees are required to attend necessitate the payment of a registration fee. Such meetings or training may be sponsored by a private organization or by another Federal agency and may be held at the employee's official duty station or at a temporary duty station. The amount of the registration fee and an itemization of the expenses comprising the fee should be obtained prior to attendance at the meeting. The importance of obtaining an itemization of the registration fee is particularly crucial if a meal(s) is to be provided in connection with the meeting.

b. Method of Payment. An employee should pay cash, obtain a receipt, and claim reimbursement on the SF 1012 for all registration fees. However, if the registration fee is more than $15 and the employee is unable to pay cash, he/she may have the sponsoring agency/organization bill the Agency directly. If the Agency is to be billed, the employee should direct the sponsoring party to indicate on the billing whether any refreshment/meals were provided and, if possible, the cost of these items.

8-6. Meals Provided at Meeting/Training at Official Duty Station.

a. Employees will not be reimbursed for the cost of a meal(s) in connection with a meeting or training at their official duty station EXCEPT where the meeting or training is sponsored by a private organization; and

(1) The cost of the meal(s) cannot be separately identified in the registration fee; or

(2) The meal(s) is incidental to the meeting/training and the attendance of the employee at the meal(s) is necessary to full participation in the meeting/training.

b. Where a meeting or training is sponsored by a Federal agency at the employee's official duty station and overnight lodging is a mandatory requirement of the sponsoring agency, the employee may be reimbursed for the full amount of the registration fee regardless of whether or not meals are provided.

8-7. Meals Provided at Meeting/Training at Temporary Duty Station.

a. Per Diem. When the employee is traveling on a per diem basis and a meal is provided incident to a meeting at a temporary duty station, the employee shall reduce the M&IE allowance for each meal furnished as provided in subparagraph 2-3e.

b. Actual Subsistence. When an employee is traveling on an actual subsistence expense basis and a meal(s) is provided incident to a meeting at a temporary duty station, the employee may not claim reimbursement on the voucher for the meal(s) furnished.

8-8. Meals and Lodging Provided in Connection with Training at Temporary Duty Station. Under certain conditions, FEMA pays the cost of lodging and meals directly to the organization which provides these services. This situation would exist where the cost of meals and lodging is included in the fee paid by the Agency. For example, the fee paid to OPM for employees attending the Executive Seminars given by OPM at Kings Point, New York and Oak Ridge, Tennessee includes the cost of meals and lodging. In such instance, the employee will be paid an incidental per diem allowance of $4, as recommended by OPM.

a. Per Diem En Route to Training Course Location-No Lodging Required. The per diem rate for en route travel to the training site will be based on the $26 subsistence allowance computed from the time of departure at the official duty station to midnight. Appropriate deductions for meals provided by the sponsoring organization shall be made from the employee's voucher.

b. Per Diem En Route to Training Course Location-Lodging Required. When the employee is required to pay lodging costs while en route to the training site, the per diem will be computed in the same manner as normal temporary duty travel. The en route period will be from the official duty station through the end of the quarter in which the training course begins. Appropriate deductions for meals provided by the sponsoring organization shall be made from the employee's voucher.

c. Per Diem Period for En Route Travel. The per diem period for en route travel from the training site begins at 12:01 a.m. of the day of departure and ends in the quarter in which the traveler arrives at the official duty station or place of residence. If no lodging costs are incurred, the minimum $26 per diem rate is prescribed. Appropriate deductions for meals provided by the sponsoring organization shall be made from the employee's voucher.

8-9. Subsistence Payments for Extended Training Assignments.

a. The Government Employees Training Act (5 USC 4101-4118) authorizes agencies to pay all or part of the subsistence expenses of an employee assigned to training at a temporary duty station. Implementing regulations prescribed by OPM in §410.603 of Title 5, CFR, provide specific guidelines for payment of subsistence expenses for employees on extended training assignments of more than 30 calendar days at temporary duty locations.

b. Generally the OPM guidelines require a reduced subsistence payment of not more than 55 percent of the applicable maximum per diem rate prescribed in these regulations. Subsistence payments above the levels (not to exceed the maximum per diem rates) must be justified. Refer to 5 CFR 410.603 for specific criteria to determine the appropriate subsistence payments. Guidelines are also published by OPM in the Federal Personnel Manual, Chapter 410, Section 6-3.

8-10. Claim for Reimbursement.

a. Official Forms. Claim for reimbursement of a registration fee may be made on SF 1164 or an SF 1012. Normally if the meeting/training is held at the official duty station the claim will be made on a SF 1164. If the meeting is at a temporary duty station, the claim will be made on a SF 1012.

b. Receipt Requirements. An employee must make every effort to obtain an itemized receipt for any registration fee which he/she pays. The receipt must show whether a meal(s) or refreshments were provided and the cost attached to these items. If it is impossible to obtain an itemized receipt, the employee must certify on the voucher whether meals were provided.

8-11. Uniform Treatment of Employees. In the interest of uniform treatment of employees, whenever a meeting or conference is arranged which will involve travel of attendees from other agencies or components of the agency, and reduced cost lodging accommodations have been prearranged at the meeting or conference site, the agency or agencies sponsoring the meeting or conference shall recommend to the other participating agencies or components a per diem allowance that would be reasonable.

Figure 8-1

NETC Sponsored Training

	Lodging Per Day		Meals Per Day		Miscellaneous Per Day		In Transit Per Diem Rate (Per 24 hrs.)	Transportation
	NFA	EMI	NFA	EMI	NFA	EMI		
FEMA EMPLOYEES								
Student Pays			$13	$13	$2	$2		
FEMA Reimburses			$13	$13	$2	$2	$26.00	
ALL OTHER FEDERAL EMPLOYEES								
Student Pays	$5	$5	$13	$13				
FEMA Reimburses								
STATE, MUNICIPAL, ETC.								
Student/Employer Pays			$13	$13				
FEMA Reimburses								Either Airfare or Mileage
PRIVATE COMPANIES								
Student/Employer Pays	$5	$5	$13	$13				Cost of NETC bus if used
FEMA Reimburses								
FOREIGN STUDENTS								
Student/Employer Pays	$5	$5	$13	$13				
FEMA Reimburses								

NON-NETC SPONSORED TRAINING/MEETING

Student (Non-FEMA)	$5	$13	

Chapter 9

Credit Cards and Travel Advances

9-1. Policy.

a. Employees traveling on official business shall provide themselves with funds for all current expenses. However, Government contractor-issued charge cards, transportation request forms, and travel advances as authorized should be used to reduce the need for travelers to use their own money. Employees issued a Government charge card are encouraged to use the charge card to pay for official travel expenses to the maximum extent possible.

b. Employees, who have been issued an Agency-sponsored charge card, will use the charge card in connection with official travel. All employees required to travel more than twice a year will be supplied with a credit card after the employee submits an application to his/her travel coordinator for processing. Use of a charge card by these employees is considered mandatory by the Agency.

9-2. Traveler's Responsibilities.

a. Cardholders must use the charge card when purchasing common carrier transportation. Use of charge or credit cards held by an employee for personal use will NOT be used to purchase common carrier transportation. This is required by the FTR issued by GSA.

b. When the cost of common carrier (airplane, train, etc.) is charged to the Government charge card, the traveler will insert the quoted price given by the travel agent for the common carrier and other personal transportation allowances, e.g., taxi, in item 17b titled Personal of FEMA Form 60-2 rather than in item 17a titled Government. Item 17a, Government, is used when the Government is paying for the cost of common carrier transportation using a Government Transportation Request (GTR).

c. Whenever possible, employees should use the card for hotel, restaurant, automobile rental and other expenses incurred incidental to official travel. If a business concern does not accept the Government charge card, the employee will pay the expenses with cash, check, or employee's charge card.

d. The cardholder is responsible for payment of all charges on his/her card. Charges in excess of authorized and allowable travel entitlements are the financial responsibility of the cardholder. The Government charge card is to be used for expenses incident to official travel; Agency regulations prohibit its use as a general purpose charge card for personal convenience.

e. The use of a Government charge card in no way changes the procedures for completing and submitting a claim for reimbursement of travel expenses. When the traveler uses the Government charge card to purchase common carrier transportation, the traveler must itemize this expense on SF 1012. Enter this expense as the first entry on the SF 1012.

9-3. Temporary Travel Advances. Implementation of the Government charge card program will reduce the amount authorized for temporary travel advances.

a. As a general rule, travel advances for meals and miscellaneous subsistence expenses will be limited to $15 per travel day plus amounts for anticipated taxis, mileage, and tolls.

b. At the discretion of the authorizing officer, and based on unusual circumstances, e.g., local special event that cause the hotels and restaurants to raise prices, the amount advanced for travel may be increased to $25 per day, plus anticipated taxis, mileage, and tolls. Justification for this amount for the travel advance must be indicated on FEMA Form 60-2, in item 20.

c. In those instances where the traveler discovers that the place of accommodation (hotel/motel) will not accept the current charge card, the traveler is entitled to 80 percent of the MINIMUM estimated expenses (exclude cost of common carrier transportation) the employee is expected to incur for travel prior to reimbursement. Justification for this amount of travel advance MUST be indicated on FEMA Form 60-2.

9-4. Permanent Travel Advances.

a. With major expenses charged to the credit card, permanent outstanding travel advances become unnecessary. The Office of the Comptroller will no longer issue permanent travel advances and any outstanding permanent advances must be repaid.

b. It is the policy of the Agency to issue permanent travel advances only on an exception basis. It is the responsibility of the employee and the supervisor to justify the need for a permanent travel advance.

9-5. Employees Not Entitled to Use a Government Charge Card.

a. Employees not authorized to use a Government-issued charge card shall purchase common carrier tickets by completing FEMA Form 60-2 and taking the form to the Agency's travel agent for issuance of a ticket. The cost of the ticket is charged to a GTR.

b. Travelers who are not entitled to use the Agency-sponsored charge card are authorized temporary travel advances of 80 percent of the MINIMUM estimated travel expenses excluding the cost of common carrier transportation.

9-6. Time of Request. Requests for travel advances by check or cash will be made at least 7 working days prior to the start of the travel. The only exception to this rule is emergency travel requiring a travel advance.

9-7. Types of Advances.

a. Permanent Advance. A permanent or continuing travel advance provides funds, normally for a fiscal year, to persons traveling on a substantially continuous basis, but will be reviewed every 90 days for continuing need.

b. Individual Trip Advance. Individual trip advance provides funds to cover a specific trip(s).

c. Emergency Travel Advance. Emergency travel advances are made on a nonrecurring basis, in cash, for a specific trip. These advances are made only when the lead time necessary to request a regular travel advance check is not available. Emergency travel advances cannot exceed $500.

9-8. Requesting an Advance of Funds.

a. Application. SF 1038, Advance of Funds Application and Account, shall be used to apply for a travel advance. (See figure 9-1.) The application must be signed by the traveler and approved by a properly designated official. All blanks on the form will be completed. The remarks area of the form shall cite the type of advance; e.g., single trip, continuing or special purpose such as permanent change of station. Continuing advances shall be approved only for estimated needs of not more than 6 weeks. An advance above this amount limit must show written justification. If there is an outstanding advance from a prior trip, show the travel authorization number associated with that advance.

b. Obtaining a Travel Advance. It is FEMA's policy to issue travel advances by check whenever there is sufficient time between authorization of the travel order and the date of the trip to reasonably ensure that a check may be received. Whenever the lapse of time between authorization of the travel orders or itineraries and the beginning date of the trip is of such duration that receipt of a check is doubtful, imprest funds may be utilized for travel advances up to $500. If cash is not available through the imprest fund, travel will be completed on a reimbursable basis.

(1) Procedures for Obtaining Advances Through Disbursing Officer. All travel advances in excess of $500 shall be obtained through the disbursing office channels. The authorized traveler shall prepare an SF 1038 and submit an original and one copy to the designated authorizing official, indicating the amount of the advance required. Any outstanding balance from a previous advance shall be shown in the space provided. The travel authorization number for the previous advance shall be entered in the remarks section. A completed copy of FEMA Form 60-2 must be attached to the original SF 1038. After signature by the authorizing official, the SF 1038 will be forwarded to the Office of the Comptroller, the Regional Administrative Unit, or Disaster Support Team for processing.

(2) Procedures for Obtaining Advances Through the Imprest Fund Cashier. Travel advances in amounts up to $500 may be obtained in cash from the imprest fund cashier. To obtain such advance the authorized traveler shall prepare and submit SF 1038 in duplicate. In addition, the SF 1038 shall show the words Imprest Fund Payment in the mail check to space. The authorizing official shall forward the original and copy of the approved SF 1038, with a copy of the FEMA Form 60-2, to the imprest fund cashier, who will obtain the signature of the traveler on the original SF 1038. The original and a copy of the SF 1038 shall be submitted to the Accounting Division, Office of the Comptroller, or the Regional Administrative Unit with the imprest fund cashier's next reimbursement voucher.

9-9. Amount of Advance. The head of each agency or his/her designated representative may advance through proper disbursing officers to any person entitled to, and not holding an Agency-sponsored charge card, per diem, mileage allowance or subsistence expenses, or for the procurement of transportation by group or charter, any sums as may be deemed advisable considering the character and probable duration of the travel to be performed or the cost of the transportation to be paid for by the employee. However, the amount of the advance shall not exceed 80 percent of the minimum estimated expenses that the employee is expected to incur prior to reimbursement. As a general rule, especially when the traveler is a Government contractor-issued charge cardholder, advances shall be held to a minimum and allowed only when circumstances indicate that an advance is warranted and only in conjunction with a travel authorization. These provisions apply to advances issued for trip-by-trip authorizations as well as to permanent advances issued in conjunction with open travel authorizations. The need for a permanent advance and the amount of the advance shall be reviewed and justified.

a. With the exception of a declared disaster, emergency travel and relocation advances, the maximum amount which will be advanced to an individual should not exceed $500. However, if the circumstances warrant a larger travel advance, such an amount may be authorized, provided the travel advance does not exceed $1,500. If employees are authorized to maintain a revolving travel advance, the amount of such travel advance should be limited to $500, unless circumstances indicate a larger revolving travel advance is required and it is justified in section 15, Justification for Special Modes of Travel Allowances, on the travel authorization. Under no circumstances shall the revolving travel advance exceed $1,500.

b. During a declared disaster the $500 maximum travel advance can be increased to a maximum of $1,500, if the authorizing official provides written justification in section 15, Justification for Special Modes of Travel and Allowances, on the FEMA Form 60-2 for the necessity of the increase. Travelers given an advance in excess of $1,000 are required to submit a voucher each week.

c. Advances for relocation purposes may be advanced to an employee or appointee for use while traveling and for certain expenses which he/she may incur incident to a transfer based on entitlement to reimbursement for those expenses after they are incurred. If an advance is requested and is legal, it must be limited to the estimated amount necessary to pay only for those items shown in figure 9-2. A detailed justification of the estimate must be submitted with the request for advance.

d. All emergency travel advances obtained from an imprest fund must be adequately justified in writing, and under no circumstances will such an advance exceed $500. In headquarters, all emergency travel advances will be approved by the Comptroller or official designee. In the regions, the Regional Director or official designee will approve such requests. Emergency advances will not be made to persons who have continuing travel advances. (See subparagraph 2-2g.)

e. A trip outside the conterminous United States would make the traveler eligible for a travel advance not to exceed $3,000 if the circumstances warrant.

9-10. Time of Liquidation.

a. Permanent advances are subject to immediate recall at the end of the fiscal year unless the traveler or the office requests a renewal by September 1 of the current fiscal year. The request must be in writing to the Office of the Comptroller.

b. Individual trip(s) advances are automatically liquidated at the completion of the pertinent travel. When the employee submits the SF 1012, he/she will be reimbursed only for the excess of expenses over the advance. Conversely, the employee will submit a check for any unused portion of the advance at the time he/she submits the voucher. Note: Employees are reminded that they should not use travel advances for other than official Agency travel.

9-11. Delinquent Travel Advances. The Office of the Comptroller conducts a continuing review to ensure that travel advances are being used for official Agency travel.

a. The following advances shall be considered delinquent:

(1) Those not repaid at the time of submission of the SF 1012 for which the advance was made; and

(2) For employees in substantially continuous travel status:

(a) That portion of the advance which exceeds average monthly reimbursable travel expenses; or

(b) Advances for which no voucher has been submitted within 4 months.

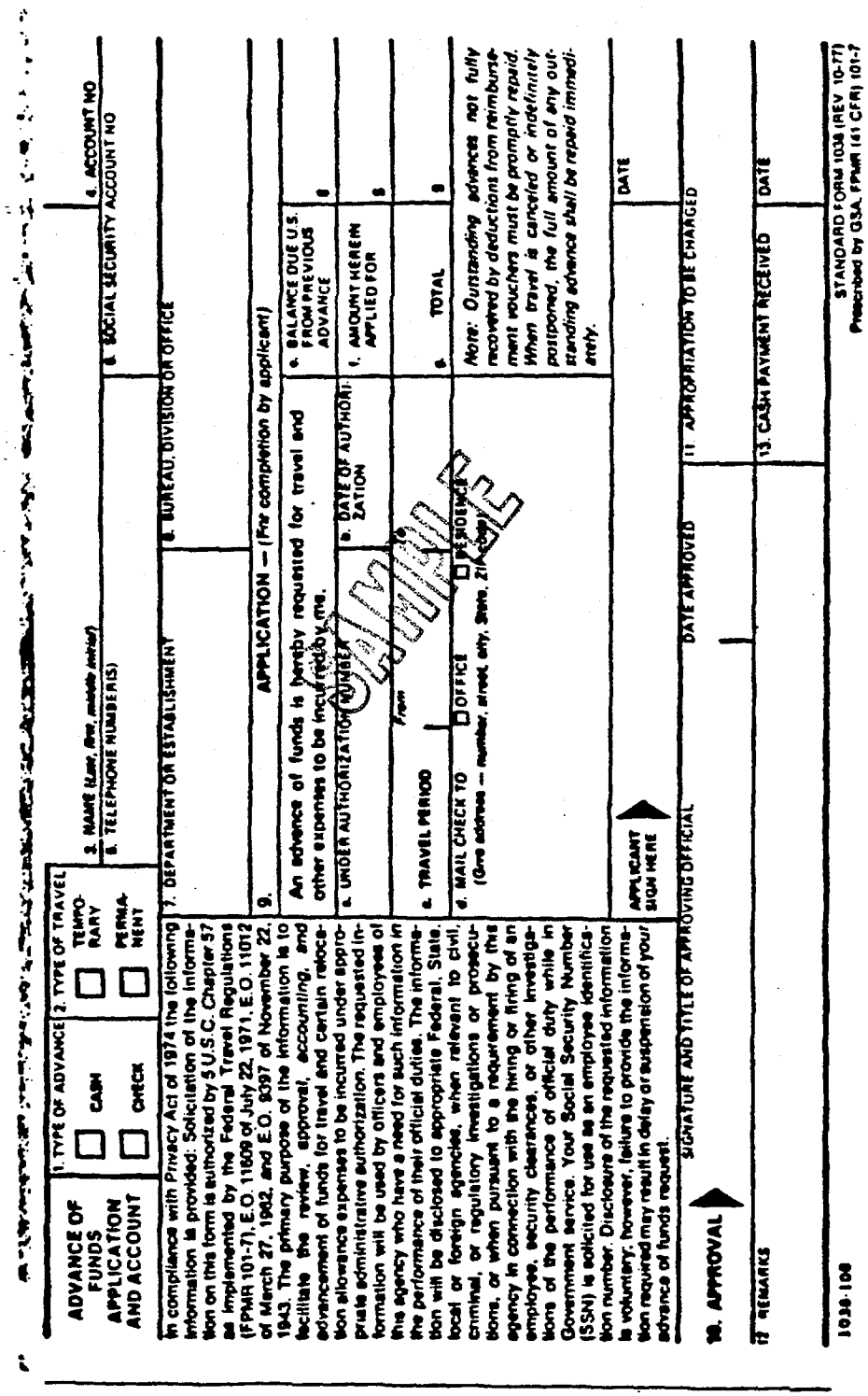
b. An employee whose travel advance is delinquent will be notified by the Office of the Comptroller or by the regional office that prompt payment of the excessive or delinquent amount is expected. If full payment is not made, the Office of the Comptroller will take such action as may be necessary to recover the advance. Such action may include applying the amount due against the traveler's next travel voucher or against the payroll check.

9-12. Advance Repayment Upon Separation From the Agency. An employee who is separating from the Agency must be prepared to repay, by personal check or money order, the outstanding amount of any travel advance. In the event that the employee does not repay the advance, the Agency has the authority to recover the applicable amount from the employee's final salary check and/or other amounts due the employee.

9-13. Form of Repayment. Repayment of travel advances should be made by check or money order made payable to: Federal Emergency Management Agency.

Figure 9-1
(Part 1 of 3)

SF 1038, Advance of Funds Application and Account



ADVANCE OF FUNDS APPLICATION AND ACCOUNT

1. TYPE OF ADVANCE ☐ CASH ☐ CHECK
2. TYPE OF TRAVEL ☐ TEMPORARY ☐ PERMANENT
3. NAME (Last, first, middle initial)
4. ACCOUNT NO
5. TELEPHONE NUMBER (S)
6. SOCIAL SECURITY ACCOUNT NO

In compliance with Privacy Act of 1974 the following information is provided: Solicitation of the information on this form is authorized by 5 U.S.C. Chapter 57 as implemented by the Federal Travel Regulations (FPMR 101-7), E.O. 11609 of July 22, 1971, E.O. 11012 of March 27, 1962, and E.O. 9397 of November 22, 1943. The primary purpose of the information is to facilitate the review, approval, accounting, and advancement of funds for travel and certain relocation allowance expenses to be incurred under appropriate administrative authorization. The requested information will be used by officers and employees of the agency who have a need for such information in the performance of their official duties. The information will be disclosed to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions, or when pursuant to a requirement by the agency in connection with the hiring or firing of an employee, security clearances, or other investigations of the performance of official duty while in Government service. Your Social Security Number (SSN) is solicited for use as an employee identification number. Disclosure of the requested information is voluntary; however, failure to provide the information requested may result in delay or suspension of your advance of funds request.

7. DEPARTMENT OR ESTABLISHMENT
8. BUREAU, DIVISION OR OFFICE

9. APPLICATION — (For completion by applicant)

An advance of funds is hereby requested for travel and other expenses to be incurred by me.

a. BALANCE DUE U.S. FROM PREVIOUS ADVANCE $
b. UNDER AUTHORIZATION NUMBER
c. DATE OF AUTHORIZATION
d. AMOUNT HEREIN APPLIED FOR $
e. TRAVEL PERIOD From To
f. TOTAL $
g. MAIL CHECK TO (Give address — number, street, city, State, ZIP Code) ☐ OFFICE ☐ RESIDENCE

Note: Outstanding advances not fully recovered by deductions from reimbursement vouchers must be promptly repaid. When travel is canceled or indefinitely postponed, the full amount of any outstanding advance shall be repaid immediately.

APPLICANT SIGN HERE — DATE

10. APPROVAL — SIGNATURE AND TITLE OF APPROVING OFFICIAL — DATE APPROVED

11. APPROPRIATION TO BE CHARGED

12. REMARKS

13. CASH PAYMENT RECEIVED — DATE

1038-108

STANDARD FORM 1038 (REV. 10-77)
Prescribed by GSA, FPMR (41 CFR) 101-7

SAMPLE

(Part 2 of 3)

Instructions for Completing SF 1038, Advance of Funds Application and Account

1. Type of Advance. Check the appropriate box to indicate whether the advance is requested to be issued in cash or by check; if by check, state the address to be used in block 9d. If cash is to be picked up from the imprest cashier so state in block 12.

2. Type of Travel. Check appropriate type of travel: temporary for a specific trip advance; permanent for a continuous advance.

3. Name. Enter the applicant's name in the sequence specified (last, first, middle initial).

4. Account Number. Leave this space blank. Above the account number, in the right hand corner, place the traveler's SSN. It is important that the SSN is written on both the original and copy of the SF 1038, Advance of Funds Application and Account.

5. Telephone Number(s). Enter a telephone number where the employee can be reached.

6. Social Security Number. Enter traveler's SSN.

7. Department or Establishment. Enter the name of directorate or office in which the applicant is employed.

8. Bureau, Division, or Office. Enter the name of the office in which the applicant is employed.

9. Application.

   a. Under Authorization Number. Leave this space blank.

   b. Date of Authorization. Enter date of travel authorization when applying for a specific trip advance and date of justification when applying for a permanent advance.

   c. Travel Period. Enter the first and last day covered by the trip (as shown on the travel authorization) when applying for a temporary advance. Leave blank for permanent advances.

   d. Mail Check To. Check either the box for office or residence and show complete mailing address in the space provided when advance is to be issued by check.

(Part 3 of 3)

e. Balance Due U.S. From Previous Advance. Enter the amount of any advance previously received by the applicant for which he/she is still accountable; i.e., for which he/she has not made repayment or submitted a travel voucher.

f. Amount Herein Applied For. Enter the amount of funds for which the applicant is applying.

g. Total. Enter the sum of e and f.

h. Signature. The employee's manual signature must be in ink or indelible pencil and identical with the name in item 3. The date of the application for advance must also be shown.

10. Approval. Requires the manual signature of official approving the advance, his or her title, and the date of signature.

11. Appropriation to be Charged. Consult FEMA Manual 2300.7, Financial Management and Multi-Year Planning Codes. To ensure proper classification of each transaction the appropriate 16-digit accounting code must be entered.

Example: 89-9-9500-2110-2-0510

12. Remarks. For a temporary (specific trip) advance, indicate the points of origin and destination. For a permanent (continuous) advance, show justification (memo may be attached). For an advance more than the normal limit, show justification. If there is an outstanding travel advance from a prior trip, show the travel authorization number of that trip.

13. Cash Payment Received. When advance is paid in cash, sign as receiving the advance and date when received.

Figure 9-2

Relocation Expenses Eligible for an Advance of Funds

	Advance Allowed	New Appointees	Shortage Category Appointees	SES Appointees	Student Trainee	Presidential Appointees	Transferred Employees	Employees Assigned Outside Conterminous U.S.
Travel Expenses & Per Diem for Employee	X		X	X	X	X	X	X
Transportation for Immediate Family				X	X		X	X
Per Diem for Family	X						X	X
Mileage of POV	X		X	X	X	X	X	
Househunting Trip	X						X	
Transportation & Temporary Storage of Household Goods	X		X	X	X	X	X	X
Nontemporary Storage of Household Goods			X				X	
Transportation & Storage of POV	X						X	X
Transportation of Mobile Home	X						X	
Lease Breaking Expenses							X	
Subsistence While in Temporary Quarters	X						X	X
Miscellaneous Expenses							X	X
Residence Sale & Purchase Expenses							X	

Chapter 10

Government Transportation Requests

10-1. Official Form. Government Transportation Request (GTR), SF 1169, illustrated in figure 10-1, is used for procuring common carrier transportation for official Government business. See chapter 11 for approved Scheduled Airline Ticketing Offices (SATO's) and TMC's.

10-2. Use of GTR's, SF 1169.

a. GTR's are to be used only for official travel. Where for personal reasons a traveler uses an indirect route or accommodations superior to those authorized, HE/SHE MUST PAY CASH FOR THE EXCESS AMOUNTS including the applicable shares of the Federal transportation tax.

b. When the traveler, on official business, intends to take leave en route or otherwise wants unauthorized transportation services, he/she shall pay the additional cost (including transportation tax) out of the employee's personal funds. Payment must be made to the carrier at the time the GTR is exchanged for the ticket.

c. One GTR shall be issued for each person requiring transportation. Not more than one person may travel on the same GTR unless it is the GTR issued to a SATO or TMC for a specific period of time.

d. Employees issued a Government charge card usually will not use a GTR except when traveling to a disaster and other situations peculiar to the mission as authorized and justified on FEMA Form 60-2.

10-3. Prohibited Use of GTR's. Travelers are prohibited from using GTR's for payment of travel cited below:

a. Individual, group, or excursion tickets through travel agents; and

b. Payment of road and bridge tolls, for the hire of taxi cabs, limousines, intracity transit, or rental of automobiles.

10-4. GTR Versus Cash Payment for Transportation.

a. Cash (or personal credit card) is required to be used for:

(1) Common carrier transportation costing less than $10;

(2) When charter bus service is secured, a GTR may be used. A copy of the charter agreement showing the authorized deadhead mileage should be attached to the GTR.

b. Cash or a GTR may be used to procure transportation costing between $10.01 and $100.

c. A GTR must be used to procure transportation costing more than $100 unless exceptional circumstances preclude its use. In this case, the reason for nonuse of a GTR must be shown on the SF 1012.

10-5. Voided GTR's. If a GTR is voided, both the original and the buff copy must have VOID written across the face and must be promptly forwarded to the Accounting Division, Office of the Comptroller.

10-6. Lost or Stolen GTR's.

a. Report to the Accounting Division. If a GTR is lost or stolen, the issuing or otherwise accountable employee shall immediately notify the Accounting Division, Office of the Comptroller and furnish, in writing, a complete statement of the attendant facts.

b. Report to the Designated Carrier. If the GTR was filled out to the extent of showing the carrier and services desired, the employee shall immediately notify the specified carrier and request that the lost or stolen GTR not be honored. This notification shall be confirmed, in writing, with a copy provided to the Accounting Division, Office of the Comptroller.

10-7. Recovery of Lost or Stolen GTR's. Under no circumstances shall a GTR reported as lost or stolen be used if subsequently recovered. Such forms shall be marked CANCELLED and the original and buff copies must be sent to the Accounting Division, Office of the Comptroller.

10-8. Employee Liability. GTR's shall be kept in a secure location when not in use. An employee may be held liable for any expenditure of the Government caused by his/her negligence in safeguarding GTR forms.

10-9. Reporting of GTR's and Disposition of Memorandum Copy. Travelers must report each transportation request used to buy transportation services by listing them on SF 1012, under the caption TRANSPORTATION REQUESTS ISSUED. The passenger's copy of the ticket used for travel plus the memorandum copy of the GTR (buff copy) must be attached to the travel voucher when it is forwarded to the payment (disbursing) office. This rule applies whether or not the user is entitled to reimbursement of any expenses incurred in connection with the travel related to the use of the transportation request. This reporting requirement is exempt from internal reports control (see paragraph 1-14).

10-10. Preparation of GTR's.

a. Legibility. Employees who prepare GTR's are responsible for the legibility and permanency of the original and the buff copy.

b. Entries on GTR's. Specific instructions on completion of GTR's are provided in figure 10-1.

10-11. Method of Payment. Full payment for tickets must be made at the time the tickets are picked up. Methods of payment for tickets are limited to the following:

a. A properly completed GTR (for that portion of the trip which represents official business);

b. Cash;

c. Money order;

d. Personal check; or

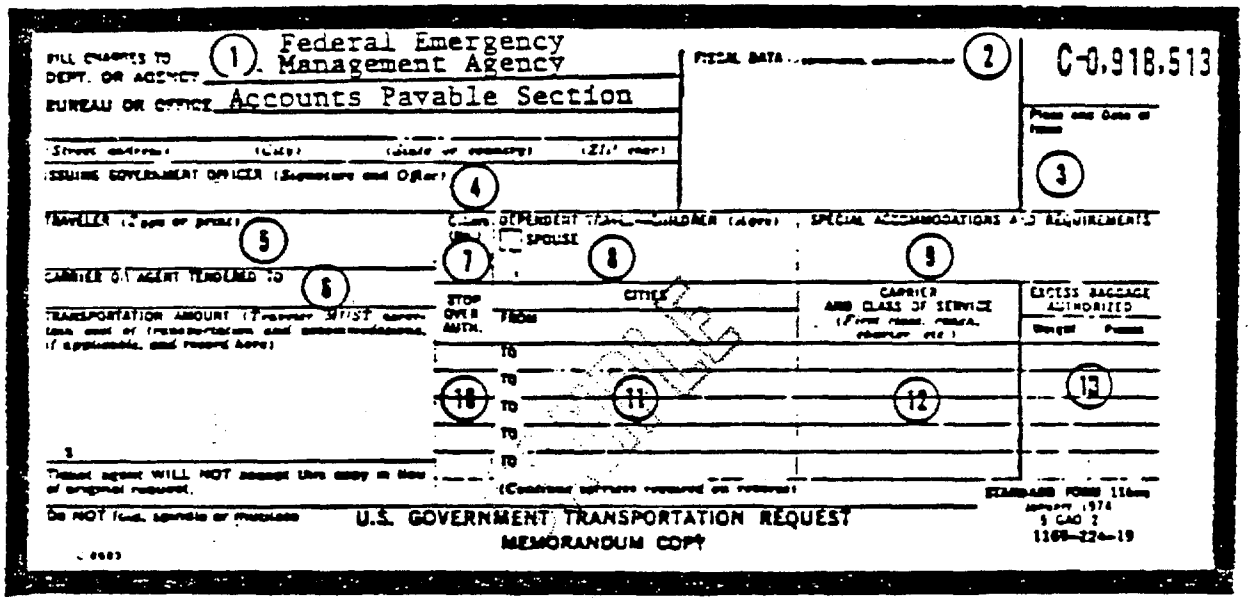
e. Major credit card.

10-12. Contract Airline. For travel between the selected city-pairs, reservations shall be requested from the contract airline offering the lowest percentage of the Standard Industry Fare Level (SIFL). At the time reservations are made, the trip shall be identified as official Government business and the ticket agent shall be instructed to apply the contract fare.

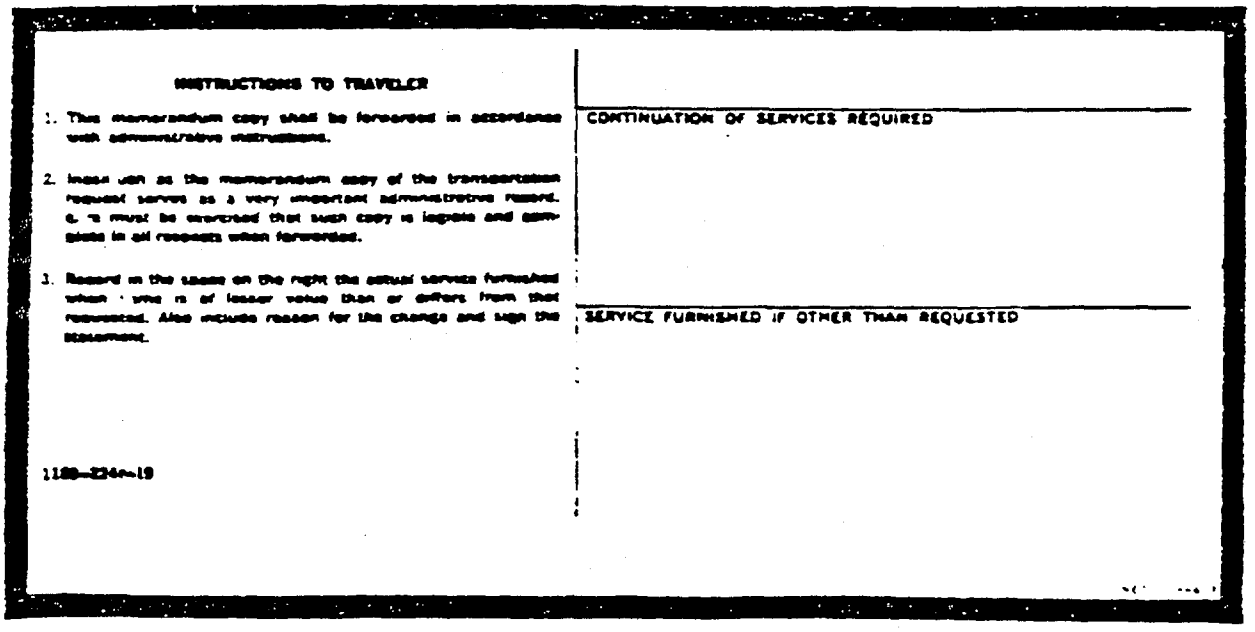
10-13. Restrictions. Travelers are required to make all travel arrangements through a TMC or SATO. Only under justifiable EMERGENCY conditions should a GTR be used to obtain common carrier transportation. GTR's will not be distributed to all employees.

Figure 10-1
(Part 1 of 3)

Sample SF 1169, Government Transportation Request



FILL CHARGES TO DEPT. OR AGENCY (1) Federal Emergency Management Agency
BUREAU OR OFFICE Accounts Payable Section
FISCAL DATA (2)
C-0,918,513
(3)
ISSUING GOVERNMENT OFFICER (Signature and Office) (4)
TRAVELER (5)
CARRIER OR AGENT TENDERED TO (6)
(7) (8) (9)
STOP OVER AUTH.
CITIES FROM TO
CARRIER AND CLASS OF SERVICE
EXCESS BAGGAGE AUTHORIZED
(10) (11) (12) (13)
Ticket agent WILL NOT accept this copy in lieu of original request.
Do NOT food, gasoline or provisions
U.S. GOVERNMENT TRANSPORTATION REQUEST
MEMORANDUM COPY
STANDARD FORM 1169
1169-224-19



INSTRUCTIONS TO TRAVELER

1. This memorandum copy shall be forwarded in accordance with administrative instructions.
2. Inasmuch as the memorandum copy of the transportation request serves as a very important administrative record, it must be understood that such copy is legible and complete in all respects when forwarded.
3. Record in the space on the right the actual service furnished when it was of lesser value than or differs from that requested. Also include reason for the change and sign the statement.

1169-224-19

CONTINUATION OF SERVICES REQUIRED

SERVICE FURNISHED IF OTHER THAN REQUESTED

(Part 2 of 3)

Instructions for Completing GTR's

1. Bill Charges To. If not stamped prior to issuance from stock supply, enter FEDERAL EMERGENCY MANAGEMENT AGENCY, OFFICE OF THE COMPTROLLER, WASHINGTON, DC 20472, on headquarters authorized GTR's. Regional offices will show their own addresses.

2. Fiscal Data (Appropriation, Authorization, etc.). Insert the 16-digit accounting classification code, the traveler's SSN as shown in the top section of the travel authorization, and the travel authorization number.

3. Place and Date of Issue. Enter the point or city, the state or country, and the date of issue of the GTR.

4. Issuing Government Officer (Signature and Office). The issuing officer will sign and enter the name of his/her office, division, or branch and department or agency.

5. Traveler (Type or Print). Enter the traveler's name and title. The traveler does not sign the GTR.

6. Carrier or Agent Tendered To. Enter the name of the carrier that is to honor the GTR. When the GTR must be presented to a carrier or agent other than the one shown in this box, either the issuing officer or the traveler shall endorse the GTR to that carrier or agent. This is done by entering in the SERVICE FURNISHED IF OTHER THAN REQUESTED box on the reverse, over the traveler's signature, the words Endorsed to (carrier/agent) for ticket issuance.

7. Others (No.). One GTR should be prepared for each person requiring transportation, except where a permanent change of duty station (PCS) is involved. Accordingly, the word NO should be entered in this block. If unusual circumstances require that a single GTR cover more than one person or for a PCS, enter the number of persons in addition to the traveler for whom transportation and/or accommodations are being requested. Also, for PCS's, include infants in the number of OTHERS regardless of whether seating or other accommodations are authorized.

8. Dependent Travel - Children (Ages). Check SPOUSE block and list name of spouse if he/she is to accompany the traveler. List names and ages of any dependent children who will accompany the traveler; for example, use "Adam - 8, Jessica - 5, Michael - 4, Jason - 1 (free)" or "Adam - 8, Jessica - 5, Michael - 4, Jason - 1 (seat)" to show four children ages 8, 5, 4, and 1 with the (free) or (seat) indicating whether a seat ticket is authorized for the child under 2 years of age. Ages of children as of the date of departure from the first point of travel should be used.

(Part 3 of 3)

9. Special Accommodations and Requirements. Enter in this box any special fares and/or charges, such as Excursion Fare, Group Fare - Commercial Air Movement (GF-CAM), Charter, Contract, Youth Fare, etc., followed by any pertinent movement, charter, or contract number.

10. Stopover Authority. Enter YES before the cities at which stopovers are AUTHORIZED and NO for all others.

11. Cities. In the FROM box, enter the name of the city and state or point from which transportation is to be furnished. In the TO boxes, enter the cities and states or points to which such services are to be furnished.

12. Carrier and Class of Service. Enter in the applicable box the initials or code name of each carrier and the name or officially identified code for the class of service authorized between each listed city or point.

13. Excess Baggage Authorized. Enter the exact weight and/or number of pieces of excess baggage authorized to be transported for each leg of the trip. When the exact weight and/or number of pieces is unknown, show the maximum excess authorized. If excess baggage is not authorized, enter the word "NONE" in the WEIGHT AND PIECES columns opposite the respective city or point entered in the TO box. On the GTR issued to procure excess baggage only, complete the GTR as outlined above, but enter the words, EXCESS BAGGAGE ONLY in the SPECIAL ACCOMMODATION AND REQUIREMENTS box.

Chapter 11

Scheduled Airline Traffic Office and Travel Management Centers

11-1. General. GSA has been granted the authority under 4 CFR 52 to contract for services provided by SATO's and independent travel agents. Some of the advantages for contracting through GSA are:

a. Lowest possible airfares;

b. One stop shopping (airline tickets, motel and rental car reservations;

c. Prepaid ticket delivery to any airport;

d. Reduce the number of airline invoices received by the payable office; and

e. Meaningful management reports.

11-2. SATO. The SATO is managed and manned by commercial airline employees and functions in the same manner as any airline office. The SATO provides flight information, makes reservations and issues tickets for official or personal travel on any regularly scheduled domestic airline. Reservations can be made by telephone or in person.

a. To Obtain Information on Schedules and Rates. The traveler or his/her representative will contact the nearest SATO (consult the FTD) by telephone or in person and provide them with the following information:

(1) Name of Agency;

(2) Traveler's name;

(3) Origin and destination of trip; and

(4) Date and approximate time of trip.

b. The SATO representative will inform the traveler of airline flights and rates available. The traveler will decide which flight meets his/her requirements. Unless there are extenuating circumstances or undue hardships on the traveler, discount fares must be used.

c. Method of Payment. FEMA Form 60-2 (blanket, single trip, permanent change of station) and a FEMA official identification card must be presented to obtain official airline tickets from SATO. Additional costs incurred as a result of deviation from direct routing or personal travel will be paid by the traveler directly to SATO. Payment of the above additional costs may be made by a major credit card, a personal check, or cash. If the traveler does not accept the lowest available air fare offered, the additional cost will be deducted from the travel voucher.

d. Prepaid Tickets. Prepaid tickets are those tickets for which travel authorizations have been submitted to SATO and the tickets will be picked up at another point (the airline office or the airport), which must be specified. The SATO needs 4 hours advance notice to guarantee delivery of prepaid tickets.

e. Closed SATO. Whenever a SATO is closed, or is inconvenient, as determined by the Regional Director, travelers will make reservations with their travel authorization and use a GTR for payment of the ticket. Travel arrangements will not be made, after the SATO closes, solely for the purpose of circumventing the procurement of airline tickets through the SATO office.

11-3. TMC's. FEMA has entered into an agreement under GSA contract with various travel agencies to use these travel agents for official travel. The services provided by the travel agent in the headquarters area are applicable to all FEMA elements in headquarters, Special Facility, Olney Computer Center, NETC, and Disaster Assistance Employees (DAE's) at headquarters. With the exception of the DAE's, the regions are excluded from this travel agent. A regional office may contract with GSA for a TMC in their area.

a. Services. The travel agent provides flight information, makes reservations, and issues tickets (including prepaid tickets) for official travel, including charter flights, hotels, and rental cars. Reservations can be handled by either telephone or in person.

b. Objectives. FEMA personnel using the TMC accrue the following benefits to the Agency.

(1) Discount and group fare information is provided on a current basis to ensure FEMA travelers take full advantage of available discounts;

(2) Control of travel via contract airlines and/or the least expensive airline is increased, which in turn secures financial gains for the Agency;

(3) Travel en route to disaster sites is expedited by having tickets of DAE's prepaid by FEMA and issued at a location of their choice; and

(4) Travelers have access to a 24-hour-a-day hot line to resolve travel issues.

c. General Procedures.

(1) The TMC will book all persons traveling on official travel on the contract carriers.

(2) A FEMA Form 60-2 (blanket, single trip, permanent change of station) and a FEMA official identification card must be presented when booking official travel with the TMC. The TMC can also arrange for any hotels or rental cars.

(3) A copy of the FEMA Form 60-2 is required for obtaining a ticket. If the contract carrier is not used, the FEMA Form 60-2 must state that the use of a noncontract carrier is authorized and the reason why. Only one of the following reasons may be used:

(a) Space or scheduled flights are not available in time to accomplish the purpose of travel, or the contractor's schedule would require the traveler to incur unnecessary overnight lodging expense;

(b) The contractor's schedule for the travel involved is inconsistent with the Government's policy of scheduling travel to the maximum extent practicable during normal working hours;

(c) A cost comparison substantiates that:

(i) A restricted or unrestricted coach fare, available to the general public, is lower than the contract fare, all other cost factors being equal; or

(ii) The use of a noncontract coach fare available to the general public plus the cost of such factors as ground transportation, lost productive time, allowable overtime, and additional overnight lodging expenses, would result in lower costs to the Government than if the same cost factors were added to the contract fare. Note: In making cost comparisons, status fares ('MDG', 'YDG', etc.) which are restricted to Government travelers and not available to the general public, shall not be used. However, as referenced earlier, promotional/restricted fares available to the general public by noncontract carriers may be used for cost comparison purposes under the following, inclusive conditions: the traveler can meet all applicable restrictions at a lower overall cost to the Government, to include both transportation and per diem expenses; and the service provided by the non-contract carriers is equal to or better than the contract service with respect to en route travel times. Agencies should consider any penalty fees that may be imposed by carriers when reservations for promotional/restricted fares are canceled or changed, which increase the cost of transportation by as much as 50 percent.

d. Additional Costs. The traveler will pay directly to the TMC additional costs incurred as a result of deviation from direct routing, or not accepting lowest available fare. Payments may be made by major credit card, personal check, or cash. Checks should be made out to the TMC.

Chapter 12

Modes of Transportation, Selection of Carriers and Accommodations

12-1. General. This chapter sets forth the regulations and standards to be considered in selecting the type and class of transportation to be used in connection with official travel.

12-2. Items Included as Transportation. Transportation expenses include fares, rental fees, mileage payments, and any expenses incident to transportation such as baggage transfer, official telegraph, telephone, radio, and cable messages in connection with items classified as transportation; steamer chairs, cushions, and rugs at customary rates actually charged, staterooms on steamers; and other expenses set forth in subsequent chapters of this manual.

12-3. Advantage to the Government. The first consideration in selecting the mode of transportation is the advantage that will accrue to the Government. In making this determination, consider the cost of per diem, overtime, and lost worktime as well as actual transportation costs. The FTR's establish the following order of priority in this selection process:

a. Common carriers;

b. Government-owned or Government contract;

c. Privately-owned conveyances; and

d. Special conveyances including commercially-rented vehicles.

12-4. Selecting the Mode of Transportation. 5 USC 5733 states: "The travel of an employee shall be by the most expedious means of transportation practicable and shall be commensurate with the nature and purpose of the duties of the employee requiring such travel." The following factors should be considered when selecting a mode of transportation.

a. Cost. Consider all costs attached to a type of transportation. These may include, but are not limited to, the actual direct cost of the various modes of transportation, taxi or limousine fares to common carrier terminals, carrier fares, and mileage. The authorizing official shall, when appropriate, restrict the use of taxicabs or place a monetary limit on the amount of taxicab reimbursement when:

(1) Suitable Government or common carrier transportation service, including airport limousine service, is available for all or part of the distance involved; or

(2) Courtesy transportation service is furnished by hotels/motels. Courtesy transportation should be used by employees to the maximum extent possible as a first source of transportation between place of lodging at the temporary duty point and common carrier terminal. Reimbursement shall be allowed for tips when courtesy transportation service is used.

b. Travel Time. Consider the travel time attached to a mode of transportation.

c. Business to be Performed. Consider the nature and urgency of the official business.

d. Points of Travel. Consider the location(s) to be visited and their accessibility to the various modes of transportation as well as the total distance to be traveled.

e. Traveler. Consider any particular needs of the traveler due to the travel assignment, such as the transportation of special equipment.

f. Conservation of Energy. Consider the use of public transportation (including buses and local transit systems) instead of high energy consuming methods of transportation such as Government-furnished vehicles, rental vehicles, privately-owned vehicles, and taxicabs.

12-5. Routing. All official travel should be performed by the most direct route possible. If a traveler CHOOSES to travel by an indirect route, he/she must bear any extra expenses incurred, and take leave for any extra travel time required.

12-6. Allowable Transportation. Transportation for official business may be authorized by any of the following means:

a. Airplane. Government-owned, commercially-owned (contract air carrier and common carrier) or privately-owned;

b. Train. Government-owned or commercially-owned (common carrier);

c. Car. Government-owned, Government leased, Government contract, non-Government contract leased or rented, or privately-owned;

d. Taxicab;

e. Common Carrier Limousine;

f. Bus. Government-owned or privately-owned;

g. Motorcycle. Government-owned, commercially-owned (common carrier), or privately-owned; or

h. Boat. Government-owned, commercially-owned (common carrier), or privately-owned.

12-7. Criteria for Selecting Common Carrier. When common carrier transportation has been chosen, a carrier must be selected. The choice of carrier is left to the traveler subject to the limitations imposed by subparagraphs 12-7a, b, and c.

a. When two or more common carriers charge different rates for the SAME type of accommodations on the SAME mode between the SAME points, the lowest cost service shall be used unless use of higher cost service is administratively determined to be more advantageous to the Government.

b. Rail or bus service may be used when determined by the Agency to be advantageous to the Government, cost, energy, and other factors when considered compatible with the requirement of the official travel. The use of discount fares offered to the Government by rail or bus carriers between selected cities (city-pairs) is considered advantageous. Whenever these discount fares are offered and the accompanying service will fulfill mission requirements, they should be used to the maximum extent possible.

c. The GSA has entered into contracts with certified air carriers to furnish air passenger transportation for official Government travel at reduced fares between certain cities (city-pairs). Except for the travel conditions indicated in subparagraph 12-7c(1), all official travel between these city-pairs MUST be placed with these contract air carriers.

(1) Procedures for Obtaining Contract Air Service. Reservations shall be requested from the contract airline offering the lowest fare between the city-pair(s) shown in the FTD. If that carrier cannot provide the required service, the carrier(s) offering the next higher fare, in progressive order, shall be used.

(a) Airline Schedules and Reservations. A FTD can be obtained by ordering from GSA, Travel and Transportation Management Division, Washington, DC 20406. Request ISSN: 0278-0941, Federal Travel Directory. This directory provides information on schedules, fares, reservations, ticketing and air routes.

(b) Use of GTR. Contract air service shall be ordered by the issuance of a GTR. The contract air class of service designation shall be shown on all GTR's and airline tickets. The class of service codes for the airlines offering reduced fares are shown in the FTD.

(c) Use of Connecting Flights. The use of connecting flights is encouraged where contract carriers do not provide through service and this connection produces lower transportation costs than direct flights using noncontract carriers. However, travelers are cautioned that lower transportation costs may be offset by increased travel costs, such as per diem, subsistence, allowable overtime, or loss of productive time due to layovers. In these cases, when making reservations with a noncontract carrier, the ticket agent should be advised of the portion(s) of the trip that will be taken at the reduced contract fare.

12-8. Cash Payments for Procurement of Common Carrier Transportation Services.

a. The Use of Cash to Procure Passenger Transportation Services. The use of cash to procure passenger transportation services may not be authorized except under the conditions specified in subparagraph 12-8b. For the purpose of this paragraph in the use of checks (personal or travelers), personal charge cards, or individual Government contractor-issued charge cards is considered the equivalent of cash. Cash payments may be made with a travel advance or through the use of personal funds.

b. Procedures for the Use of Cash. The procedures for the use of cash to procure passenger transportation services are prescribed by the Administrator, GSA, in 41 CFR 101-41.203-2, as follows:

(1) When Cost of Transportation is $10 or Less. Travelers shall use cash to procure all passenger transportation services costing $10 or less, excluding Federal transportation tax, and to pay excess baggage charges costing $15 or less for each leg of a trip, unless special circumstances justify the use of a GTR.

(2) When Cost of Transportation is Over $10 But Does Not Exceed $100. Depending upon the circumstances, a traveler may use cash to procure passenger transportation services from, to, or between points in the United States and its possessions or the Trust Territories when the cost is over $10 but does not exceed $100, excluding Federal transportation tax for each trip, as authorized on the travel authorization. Note: The National Railroad Passenger Corporation (AMTRAK) will not accept a GTR for travel under $100, AMTRAK will accept personal checks or major charge cards, provided proper identification is shown when purchasing a ticket.

(3) When Cost of Transportation Exceeds $100. Except as noted in subparagraph 12-8c, a GTR must be used to procure passenger transportation services costing in excess of $100, excluding Federal transportation tax, unless otherwise exempted in writing by GSA as provided in 41 CFR 101-41.203-2.

c. Exception to Cash Payment Limitation. As an exception to the rule stated in subparagraph 12-8b(3), cash payment of official transportation expenses, without regard to the $100 limitation, is authorized under the following conditions:

(1) Reduced Group or Excursion Fares Available from Travel Agencies. Cash payments in excess of $100 may be authorized by the Agency for individual employees or group of employees to secure reduced group or excursion fares available through travel agents under certain conditions. A copy of the required administrative determination shall accompany the FEMA Form 60-2.

(2) Use of Individual Government Contractor-Issued Charge Card for Procurement of Transportation Exceeding $100. Cash payment of passenger transportation services in excess of $100 is authorized when a participating agency or its employees use a Government charge card issued by a contractor under contract with GSA, for official travel. Use of charge cards held by the employee for personal use and issued by any other charge card company are not authorized under this exemption.

(3) Emergency Circumstances. Under emergency circumstances when the use of GTR's is not possible, the Director, FEMA, or designated representatives, may authorize or approve travelers' use of cash exceeding the $100 limitation when procuring passenger transportation services as provided in 41 CFR 101-41.203-2(b). Under this cited provision, the delegation of authority to authorize or approve the use of cash in excess of $100 for the procurement of emergency transportation services will be held to as high an administrative level as possible to ensure adequate consideration and review of the circumstances.

d. Reimbursement. The SF 1012 claiming reimbursement for cash payments for transportation services shall show the ticket number, carrier name, accommodations used, origin and destination of travel performed, and the agent's valuation of the transportation ticket. A traveler who procured passenger transportation services with cash (whether using personal funds, a travel advance, or a Government charge card) shall assign to the Government his/her right to recover any excess payment involving a carrier's use of improper rates.

12-9. Allowable Accommodations. Travelers are entitled to transportation accommodations which meet reasonable and adequate quality standards for convenience, safety, and comfort. The accommodations allowed for a specific trip will be indicated on the FEMA Form 60-2.

a. Airplane Accommodations. It is the policy of the Government that employees who use commercial air carriers for domestic and international travel on official business shall use less-than-first-class accommodations. Limited exceptions to this policy may be permitted as set forth in subparagraph 12-9a(2). As defined in the Official Airline Guide, classes of accommodations are designated as follows:

First-Class - Code F (Jet)
Code A (Propeller)

Less Than First-Class - All class codes other than A or F.

(1) Use of First-Class Accommodations Requiring Employee Certification but Not Requiring Authorization or Approval. The ONLY use of first-class air accommodations which need not be authorized or approved is when regularly scheduled flights between the authorized origin and destination points (including connection points) provide only first-class accommodations, and the employee certifies this circumstance on the SF 1012.

(2) Use of First-Class Accommodations Requiring Authorization or Approval. The Director, FEMA, may authorize or approve the use of first-class air accommodations when:

(a) Space is not available in less-than-first class accommodations or on any scheduled flights in time to accomplish the purpose of the official travel, which is so urgent that it cannot be postponed;

(b) First-class accommodations are necessary because the employee is so handicapped or otherwise physically impaired that other accommodations cannot be used, and the condition is substantiated by competent medical authority. A copy of the medical certificate MUST be attached to the travel authorization;

(c) First-class accommodations are required for security purposes or because exceptional circumstances, as determined by the Director, FEMA, the Deputy Director, or designee, make its use essential to the successful performance of an Agency mission; or

(d) Less-than-first-class accommodations on foreign carriers do not provide adequate sanitation or health standards.

b. Train Accommodations. Authorizing officials shall require that reserve coach accommodations be used unless unforeseen circumstances arise which necessitate the use of first-class accommodations.

(1) Sleeping Car Accommodations. When overnight travel is involved, the lowest first-class sleeping accommodations available shall be allowed. Higher cost accommodations may be authorized or approved upon certification by the employee on the travel voucher that lowest first-class accommodations were not available or that use of superior accommodations were authorized or approved by the authorizing official or designee as being required for security purposes. When practicable, sleeping accommodations shall be obtained if they are more economical to the Government.

(2) Extra-Fare Trains. Travel by extra-fare trains may be authorized or approved whenever their use is administratively determined to be more advantageous to the Government. The use of AMTRAK Metroliner coach service is considered to be advantageous to the Government. Tickets must be obtained before boarding the Metroliner. Travelers purchasing tickets directly from AMTRAK will need to present their Government identification card and will be required to certify on the back of the ticket that TRAVEL IS FOR OFFICIAL GOVERNMENT BUSINESS. Credit cards shall not be used for purchasing discount fare tickets for Metroliner coach service. Credit cards may be used to purchase nondiscount fare tickets.

c. Steamer Accommodations. The minimum first-class accommodation will be allowed when a stateroom is included in the cost of passage or is a separate charge. Higher cost accommodations may be allowed upon certification by the employee (on the travel voucher) that lowest first-class accommodations were not available or that use of higher cost accommodations were authorized or approved by the Director, FEMA, or designee, as being required for security purposes. The travel order or other administrative determination may, however, specify the use of an accommodation less costly than the minimum first-class accommodations when suitable for a particular voyage. The term MINIMUM FIRST-CLASS ACCOMMODATION, as used in this paragraph, means one which provides direct access from within the stateroom to a wash basin, shower or bath, and toilet.

12-10. Use of Superior Accommodations. If a traveler chooses, as a matter of personal preference, to use accommodations superior to those authorized, he/she must pay any additional costs. The additional costs shall be paid with the traveler's own funds; a GTR should not be used. If a traveler inadvertently uses a GTR to procure superior accommodations under this paragraph, the additional cost will be deducted from the amount of reimbursable expenses claimed on the travel voucher. If the amount of reimbursable expenses is not sufficient to cover the additional cost, the traveler will be required to pay the Agency directly.

12-11. Failure to Cancel Accommodations. When travelers find that they will not use accommodations which have been reserved for them, they must release them within the time limit specified by the applicable carrier. Failure to take such action may subject the employee to liability for any resulting losses. Note: Passenger reservation penalty for failure to use or cancel confirmed reservations for official travel due to unavoidable official circumstances, or for reasons beyond the traveler's control and acceptable to the Agency, is regarded as necessary cost of travel and chargeable to the Agency's appropriation. (41 Comptroller General 806.)

12-12. Carrier Damage Payments. Travelers are responsible for ensuring that checks covering carrier liquidated damage liability payments for failure to reserve confirmed seats are made payable to the Agency.

12-13. Constructive Cost. The prime consideration in selecting a method of transportation is the advantage that will accrue to the Government. This is the basis upon which transportation MUST be selected. However, the selection of transportation by this method does not preclude the use of another type of transportation by the traveler. The limitations on use of a nonadvantageous form of transportation is that the total reimbursement (including per diem) may not exceed the total cost (transportation and per diem) which would have been incurred had the advantageous form of transportation been used.

Chapter 13

Travel by Automobile, Motorcycle, Taxicab, or Special Vehicle

13-1. General. The use of automobiles for the conduct of official Agency business is to be kept to a minimum. This regulation is in conformance with the Governmentwide mandate to conserve fuel.

13-2. Authorization. The use of an automobile for official travel may be authorized when:

a. An automobile IS ADVANTAGEOUS to the Government from the standpoint of economy and/or efficiency in accomplishment of the mission; or

b. IS NOT ADVANTAGEOUS to the Government, but the employee chooses to use an automobile as a matter of personal preference.

13-3. Type of Automobile Allowed. If it is determined that an automobile will be the authorized mode of transportation, a selection of the type of automobile must be made. Substantial savings are available by utilizing commercial vehicles under Federal Supply contracts. The selection is made by considering the classes of cars listed below in the following order:

a. Military Traffic Management Command (MTMC) Contract Rental Vehicle. MTMC has contracts with certain car rental agencies (see the Ground Transportation Information section of the FTD) which offers Government employees, while at their official duty station or on TDY, reduced rates (special flat daily rates with unlimited mileage, mileage rates may apply in some instances).

b. POV. This may be a privately-owned automobile, motorcycle or airplane.

c. Rental Vehicle (Non-MTMC Contract). These car rental companies are the same as those referred to in subparagraph 13-3a, except that MTMC has not contracted for reduced rates. Because these vehicles are usually the most costly, their use for official business should be restricted to the most unique situations.

13-4. Rules Governing Use of MTMC Contract Vehicles.

a. It is FEMA's policy that private persons, including experts and consultants, not obtain the reduced rates on MTMC contract vehicles without making arrangements in accordance with Federal Property Management Regulations (FPMR) 101-39-6.

b. A Federal employee who must use a rental vehicle can obtain a car through their TMC or participating vehicle rental companies that generally have facilities inside most major airports or at convenient downtown city locations. Employees should verify the availability of Government rates when making vehicle reservations as all locations of the vehicle rental companies are not participating in the rate agreement program.

c. A Federal employee who must occasionally use a Government vehicle for official business while on temporary duty away from the official station need not possess a SF 46, U.S. Government Motor Vehicle Operator's Identification Card, if the employee holds a valid State, District of Columbia, or territorial motor vehicle operator's license. The traveler must, however, present travel orders specifically authorizing the temporary use of a contract rental vehicle.

d. When a Government contract rental vehicle is used by an employee for official travel, its use shall be limited to official purposes which include transportation between places where the employee's presence is required incident to official business; between such places and places of temporary lodging when public transportation is unavailable for its use is impractical; and between either of the above places and suitable eating places, drug stores, barber shops, places of worship, cleaning establishments, and similar places necessary for the sustenance, comfort, or health of the employee to foster the continued efficient performance of Government business.

13-5. Rules Governing Use of Rental Vehicles. The provisions of this paragraph apply to ALL rental vehicles (contract and non-MTMC contract) described in subparagraphs 13-3a and c.

a. Size Limitation. Travelers should use only compact and subcompact cars. Use of intermediate and standard cars should be justified on the travel authorization or the travel voucher.

b. Damage Waivers. In connection with the rental of automobiles from commercial sources, the Government will not pay nor will it reimburse employees for the cost of the collision damage waiver or air collision damage insurance available in commercial rental contracts for an extra fee. This restriction is applicable when official travel in the rented vehicle is performed wholly within the conterminous United States, Alaska, Hawaii, the Commonwealth of Puerto Rico, the Canal Zone, or United States territories or possessions. The waiver of insurance referred to is the type offered a renter to release the renter from liability for damage to the rental automobile in amounts up to the amount deductible (usually $100) on the insurance included as part of the rental contract without additional charge. Under Decisions of the Comptroller General an agency, in appropriate circumstances, is authorized to pay for damage to the rental automobile up to the deductible amount as contained in the rental contract should the rental automobile be damaged while being used for official business.

c. Persons Traveling Together. When two or more persons travel together by means of a rented vehicle, that fact, along with the names of the travelers and the names of their employing agencies, must be stated by each traveler on the travel voucher.

d. Cash Payment Requirement. Cash, including personal credit cards, shall be used by travelers to obtain rental cars. Travelers shall NOT have car rental agencies bill the Agency directly NOR shall they use a GTR to procure such automobiles.

e. Claims for Reimbursement. A claim for reimbursement of car rental costs will be allowed only when it appears on the authorization or is justified and specifically approved on the travel voucher. In addition, a copy of the customer rental agreement must accompany the claim.

13-6. Rules Governing Use of POV. Use of a POV by a traveler must be voluntary. An employee may not be directed to use his/her POV on any involuntary basis.

a. Method of Reimbursement. When a POV is used in the conduct of official business, reimbursement is made on a mileage basis. In addition, travelers may be reimbursed for the cost of parking fees; ferry fares; bridges, road, and tunnel tolls; and airplane parking, landing and tiedown fees. The mileage payment is the full financial limit of the Government's obligation to reimburse the traveler for his or her expense in using the POV. No additional consideration is given to other costs which might be incurred (e.g., storage, towing, demurrage, or repairs due to hazards of the weather or accidents).

b. Distance Measurements for Automobiles and Motorcycle Travel. When transportation is authorized or approved by privately-owned motorcycle or automobile, distances between points traveled shall be as shown in current issues of the Rand McNally standard highway mileage guides or by odometer readings. Any deviation greater than 10 percent from distances when shown in the standard highway mileage guides shall be explained. The mileage rate as authorized or approved may be paid from whatever point the employee or other person rendering services to the Government begins his/her journey.

c. Employees Traveling Together. Privately-owned conveyances may be used to transport other employees between residence, office and common carrier terminals. Payments may be made without the taxicab limitation when the privately-owned conveyances used by the employee for official travel is also used to pick up and transport one or more additional employees traveling between home, office, and common carrier terminals incident to a temporary duty assignment. Employee participation under this provision is voluntary. The names of the additional employees and their employing offices/agencies should be stated on the travel voucher in accordance with Federal Travel Regulations; 1-4.5, More Than One Person in Conveyance. Where two or more persons travel together by means of a privately-owned conveyance, that fact,

together with the names of all persons in the vehicle must be stated by each traveler on the SF 1012. Mileage will be allowed to only one of two or more employees traveling together on the same trip in the same vehicle. A statement such as either of the following will suffice:

Accompanied by (Name), (Agency); or

Traveled at no additional expense to the Government with (Name), (Agency).

d. Employee Liability. Under the provisions of 28 USC 2679, the Attorney General will defend all civil actions for damage or injury brought against Government employees or their estates resulting from their operation of motor vehicles while acting within the scope of their employment.

e. Damage Repairs. The cost of repairs for damages to a privately-owned vehicle because of collision or upset is a personal expense to the traveler.

f. Limitation on Reimbursement for the Use of a Privately-Owned Automobile in Lieu of a Taxicab. In certain instances, the use of a privately-owned automobile is allowed but reimbursement is limited to the cost which would have been incurred had a taxi been used. The situations in which reimbursement is so restricted are:

(1) When a privately-owned automobile is used by an employee going from either the employee's residence or place of business to a terminal or from a terminal to either the employee's residence or place of business, reimbursement shall be allowed at the current rate (see figure 2-5) for the round trip mileage. However, the amount of reimbursement for the round trip shall not in either instance exceed the taxicab fare, including tip allowable for a ONE-WAY trip between the applicable points; and

(2) When a privately-owned automobile is used by an employee to go from the employee's residence to the employee's place of business or to return from the place of business to the employee's residence on the day travel is performed, reimbursement shall be allowed at the current rate (see figure 2-5) for the round trip mileage. However, the amount of reimbursement for the round trip shall not in either instance exceed the taxicab fare, including tip allowable for a ONE-WAY trip between the points involved.

13-7. Mileage Rates.

a. When it is determined that use of a POV is advantageous to the Government, payment will be made on a mileage basis at the current rate (see figure 2-5). Rates in figure 2-5 are subject to change by GSA.

b. When an employee chooses to use a POV after it has been determined that COMMON CARRIER is the most advantageous form of transportation, reimbursement will be made at the current rate, see figure 2-5, and the total cost of the trip may not exceed the total constructive cost of appropriate common carrier. The constructive cost of transportation and per diem shall be determined under the following rules:

(1) Mode of Travel to be Used for Comparison. Constructive cost comparison shall be made with the following accommodations in the order listed:

(a) Airplane. Coach accommodations (tourist or economy if used by the carrier in lieu of coach). If such service is not provided, the comparison will be made with standard class (if provided); otherwise, with first-class service. For this purpose, a class of service is considered to be provided by the carrier when it is scheduled on flights serving origin and destination points, regardless of whether space would have been available had the traveler used air transportation for the official travel.

(b) Train. Coach accommodations when air transportation is not provided and the elapsed time of the rail journey is 4 hours or less. Rail transportation comparison may also be made even though air service is provided when it is administratively determined to be more economical (including per diem) and the FEMA Form 60-2 so stipulates; e.g., use of AMTRAK between New York City and Washington, DC locations.

(c) Bus. When neither air nor rail accommodations are provided.

(2) Transportation Cost to Be Considered In Addition to Fares. In determining the constructive common carrier costs, there shall be included the usual cost to and from the common carrier terminal for transportation by bus, subway, streetcar, limousine, or taxicab. Rental cars may not be included. The cost of excess baggage will also be included if it would have been allowed had the traveler used the carrier upon which the constructive transportation costs are determined. The traveler must certify the weight of the baggage or present other acceptable evidence of its weight.

(3) Per Diem Allowance. The constructive per diem will be the amount which would have been allowable had the traveler used the carrier upon which the constructive transportation costs are determined.

(4) Use of Actual and Reasonable Schedules. In making the foregoing constructive cost comparisons of transportation, scheduled departures and arrivals of planes, trains, and buses at unreasonable hours will be disregarded. (For this purpose, unreasonable hours means those which would unduly inconvenience the traveler or adversely affect his/her safety, or result in an undue increase in the constructive per diem.)

c. When an employee chooses to use a POV when it has been determined that a contract car is the most advantageous form of transportation, reimbursement will be made at the current rate (see figure 2-5). When claiming mileage at the current rate, the employee shall state on his/her voucher that he/she had not made a commitment to use a Government furnished automobile.

d. When an employee chooses to use a POV after a GSA car has been obtained for his/her specific use, reimbursement will be made at the current rate (see figure 2-5), which is the approximate cost of operating a Government-furnished automobile, fixed costs excluded.

13-8. Vehicle Operator Responsibility.

a. Citations. Employees operating Government-owned or other vehicles for official purpose are subject to citations issued for all parking ordinance and traffic violations. These include parking in fire hydrant areas or restricted zones, double parking, or nonpayment of parking meter fees, etc., (except as noted in subparagraph 13-8b). Citations for such violations must be responded to and become the personal liability of the vehicle operator.

b. Parking Meter Fees. A Government employee operating any vehicle (including privately-owned) will pay parking meter fees, and should claim reimbursement on his voucher, unless exempted under local laws, such as under the following provision of the District of Columbia Municipal Regulations, Volume 18 (page 194): Site 2404.11, Vehicles and Traffic, which states: "Whenever a vehicle identified by license plates as being owned, rented, or leased by the Federal or District Government is being used on official business and is parked in a parking meter zone, the operator of the vehicle is not required to deposit a coin in the parking meter."

13-9. Travel by Taxicabs.

a. When a taxicab is used on official business, the maximum allowable reimbursement for a one-way trip will be the current maximum allowable rate, as found in figure 2-5. A larger amount must be justified by:

(1) Specific authorization on the travel authorization; or

(2) A statement on the voucher as to the necessity for the use of a taxi in the particular travel situation involved.

b. In addition to reimbursement of taxi fare, the employee will be allowed reimbursement of tips in the amount of 15 cents when the fare is 1 dollar or less or 15 percent of the reimbursable fare when it exceeds 1 dollar. If the 15 percent is not a multiple of 5, the reimbursable tip may be increased to the next multiple of 5. The tip shall be shown separately from the fare on the voucher.

c. Where two or more persons travel together by means of a taxicab, that fact, together with the names of those persons in the vehicle who are also traveling on Agency business, must be stated by each traveler on the travel voucher. If each person does not pay a portion of the fare, a statement as either of the following should be made:

Amount claimed includes fare for _____(Name)_____.

No expense claimed. Fare paid for by _____(Name)_____.

Chapter 14

Airplane Travel

14-1. Class of Accommodations Allowed. It is FEMA's policy that less-than-first-class accommodations be used for transportation on commercial air carriers. Common carrier accommodations shall apply to both domestic and international travel of FEMA employees while on official business.

a. If an employee uses a GTR to procure first-class accommodations not previously authorized and such accommodations are not subsequently justified and approved, the excess amount (plus tax) will be deducted from the amount claimed on the SF 1012. If the amount claimed on the voucher is not sufficient to cover the excess fare, the employee shall make payment directly to FEMA.

b. The use of discount airline fares such as excursion, group, and off-peak air fares offers immediate and substantial savings to the Federal Government. Discounts range from 30 to 45 percent below normal fares but are subject to individual carrier restrictions. Potential travelers are expected to inquire about the availability of these price and service options at the time reservations are made. Also, organizers of conferences, seminars, and training courses should ascertain availability of these reduced rates and coordinate attendance with other offices so that FEMA can take advantage of the discounts offered.

c. Travelers who receive discount fare coupons and other promotional materials while traveling on official business at the expense of the Government must turn in all such materials when submitting an SF 1012. Promotional materials include bonus flights, reduced fare coupons, cash, merchandise, gifts, credits toward future free or reduced costs of services or goods. See 41 CFR Part 101-25.

d. Employees who participate in frequent flier programs, e.g., accumulating points toward future free or reduced costs or services or goods, are bound by certain restrictions. Points accumulated as a result of official travel may not be used for personal travel or to upgrade the class of official travel. Such points may only be used to reduce or eliminate the fare for official travel. Points accumulated from personal travel may be used to upgrade official travel.

14-2. Meals Provided by Air Carrier. In some instances, a meal is included in the price of an airplane ticket. If a traveler is on an actual subsistence expense basis where the M&IE has been increased, the meal served may not be claimed separately on a travel voucher. Any deviation from this policy must be justified IN DETAIL on the voucher. Snacks or light refreshments ARE NOT considered to be meals under this paragraph.

14-3. Over-Sold Accommodations and Boarding Denial Penalties. Penalty payments made by air carriers under certain provisions of their tariffs for failing to furnish accommodations for confirmed reserved space are due the United States and not the traveler when they result from travel on official business. Furthermore, employees may not be reimbursed from private sources for expenses incurred incident to official travel. Any check received from the carriers should be payable to the Agency. THE TRAVELER SHOULD ACKNOWLEDGE RECEIPT OF THE CHECK AND FORWARD THE CHECK WITH A COPY OF THE ACKNOWLEDGEMENT TO THE OFFICE OF THE COMPTROLLER for deposit in the U.S. Treasury as a Miscellaneous Receipt. The travel authorization number and the GTR number should show on the face of the check.

14-4. Voluntary Vacating of Seat.

a. Payments received by employees in consideration for voluntary vacating their seats may be retained by the employees under the following conditions:

(1) If additional travel expenses are incurred because of the voluntary relinquishment, these expenses must be offset against the payment received by the employee;

(2) Government employees are not expected to voluntarily give up their seats if doing so would impinge upon their performance of official duties; and

(3) To the extent that the employee's travel is delayed during official duty hours, the employee would be charged annual leave for those hours.

14-5. Contract Airlines. The GSA has made contract awards for passenger airline service between certain city-pairs on selective air carriers. When contract airlines is mentioned throughout this manual it will refer to those airlines with an exclusive contract for service between selective city-pairs as found in the FTD. If traveling by commercial airplane between the cities listed then the contract airlines must be used.

14-6. Privately-Owned Airplanes. The air mileage between the origin and destination airports, as determined from airway charts issued by the National Oceanic and Atmospheric Administration, Department of Commerce, will be reported on the reimbursement voucher and be used in computing payment of the use of a privately-owned airplane. If a detour was necessary due to adverse weather, mechanical difficulty or other unusual conditions, the additional air mileage may be included in the mileage reported on the reimbursement voucher and, if included, it shall be explained. When an official requirement for deviation from direct route of travel is such that airway mileage charts are not adequate to determine mileage, the formula of flight time multiplied by cruising speed of the airplane may be the basis for mileage determinations.

Chapter 15

Transportation By Train

15-1. Determination of Advantageous to the Government. The use of the discount fares offered by AMTRAK on Metroliner coach service in the Northeast Corridor between Washington, DC, and New York, NY, including intermediate points, is considered advantageous to the Government. The use of discount fares offered by contract air carriers between certain cities (city-pairs) is also considered advantageous to the Government. For travel between two points where discount fares are offered by both AMTRAK and contract air carriers such as between Washington, DC, and New York, NY, agencies may use either service. However, the mode selected should be the one which is the most advantageous to the Government considering overall costs to the Government and the requirements of the individual trip. If the selected mode cannot provide the required service, then travel by the other mode offering discount fares is mandatory unless exceptions are authorized by the designated Agency authorizing official. For travel between two points where discount fares are offered by one mode only (either contract air or Metroliner coach service), use of that mode is mandatory unless other service is specifically authorized or approved.

15-2. Discount. AMTRAK offers discounts for official Government travel on Metroliner coach service in the Northeast Corridor between Washington, DC, and New York, NY, and intermediate points. Metroliner coach service between these points shall be used to the maximum extent possible.

15-3. City-Pairs. For Government fares, points served, and AMTRAK schedules, consult the appropriate issue of the FTD.

15-4. Mandatory. AMTRAK coach service is mandatory between the cities not served by contract airlines, except for the following conditions:

a. The mission requires round trip travel during the same day and the use of AMTRAK becomes disadvantageous. To make this determination, the following factors will be considered: energy conservation; total cost to the Government, including per diem; overtime; lost productive time; actual transportation costs; total travel distance; number of points visited; and the number of travelers;

b. Space is not available on AMTRAK coach service or is available too late to accomplish the purpose of the official travel, and the travel is so urgent it cannot be postponed;

c. Noncontract air service is required for security purposes, or because of exceptional circumstances prescribed by the authorizing official, noncontract air service is essential to the successful performance of the Agency's mission;

d. Noncontract air service is more advantageous to the Government as determined by a comparison made on an individual case basis of the total cost to the Government (including costs of actual transportation, subsistence, allowable overtime, lost productive time, etc.) of air service versus AMTRAK coach service; and,

e. The use of AMTRAK coach service would cause undue hardship to an employee who is handicapped or physically impaired.

15-5. Nonmandatory. When travel is authorized between the cities, which are also served by the contract airlines, either contract air service or AMTRAK coach service may be used, whichever is the most advantageous to the Government. However, when contract air service is not available, the use of AMTRAK coach service is mandatory, except as provided in section 1-2.2, Methods of Transportation, of FPMR 101-7, Federal Travel Regulations. This section states that when determined to be more advantageous to the Government, considering cost, energy, and other factors, and when compatible with the requirements of the official traveler, conventional (regular) rail service and bus service may be used instead of Metroliner coach service.

15-6. Ticket Purchase. The discount provided by AMTRAK on Metroliner coach service is applicable for official Government travel only. Tickets must be obtained before boarding the Metroliner. Employees purchasing tickets directly from AMTRAK will need to present their Government identification card and certify on the back of the ticket that TRAVEL IS FOR OFFICIAL GOVERNMENT BUSINESS.

a. Purchase by GTR. A GTR will not be accepted by AMTRAK in payment for travel between $10.01 and $100. GTR's must be used for travel of $100 and over. Single GTR's may be used to procure quantities of transportation tickets. Refer to 41 CFR 101-41.203-3 for instructions governing quantity ticket procedures.

b. Cash Payment. The National Railroad Passenger Corporation (AMTRAK), will not accept a GTR for travel under $100. The procedures in subparagraph 12-8a for the use of cash shall apply. AMTRAK will accept personal checks or credit cards as a form of cash payment provided identification is shown.

c. Unused Tickets. Travelers shall attach unused tickets to SF 1012 for refund to the Government. No refunds will be made directly to the traveler by AMTRAK.

15-7. Parlor Cars and Coaches. When available, authorizing officials shall, to the maximum extent possible, require the use of reserved coach accommodations. (See paragraph 12-9 for class of service authorized.)

15-8. Sleeping Cars. Details for justifying higher cost accommodations are specifically addressed in subparagraph 12-9b. Excess amounts for such accommodations without justification or authorization will be deducted from the amount claimed on SF 1012.

15-9. Extra-Fare Trains. Travel by extra-fare trains may be authorized or approved whenever the use of such facilities is determined to be most advantageous to the Government or is required for reasons of security. The use of National Railroad Passenger Corporation (AMTRAK) Metroliner coach service is considered to be advantageous to the Government. However, the use of first-class facilities, such as Metroclub cars on Metroliners is not authorized. If transportation requests are used for travel on extra-fare trains and such mode of travel is not authorized in the travel authorization or subsequently approved as advantageous to the Government, excess costs over regular fare will be deducted from the amounts claimed on the SF 1012. If the amount claimed on the voucher is not sufficient to cover the excess fare, the employee shall make payment directly to the Agency.

Chapter 16

Travel By Vessel

16-1. Travel by Ocean Vessel. Except for travel between points served by ferries, travel by ocean vessel shall not be regarded as advantageous to the Government in the absence of sufficient justification that the advantages accruing from the use of ocean transportation offset the higher costs associated with this method of transportation; e.g., per diem, transportation, and lost worktime. Authority to authorize or approve travel by vessel shall be retained by the Director, FEMA, consistent with Agency travel management policy. The requirements for the use of United States flag ships shall be observed. See paragraph 32-1.

16-2. Per Diem While Aboard Government Vessel. For temporary duty aboard Government vessels where meals and lodgings are furnished at no cost or at a reduced cost, agencies shall prescribe an appropriate per diem. The term "Government vessel" includes vessels owned and operated, leased and operated, or chartered by the Government.

Chapter 17

Baggage

17-1. Baggage. The term baggage, as used in this manual, means Government Property and personal property of the traveler necessary for the purposes of official travel.

17-2. Authorization for Excess Baggage.

a. Excess baggage charges will be allowed only when specifically authorized or approved except in the situation described in subparagraph 17-2b.

b. If the amount of baggage carried free is different for coach and for first-class accommodations, the traveler is automatically allowed transportation of baggage up to the amount carried free on first-class service at the Government's expense.

17-3. Payment of Costs for Baggage.

a. Excess Baggage. Excess baggage may be paid in cash or by using a GTR. However, travelers shall pay cash for domestic airline excess baggage charges of $15 or less for each portion of the trip.

b. Transfer of Baggage. Necessary charges for the transfer of baggage shall be allowed.

c. Storage of Baggage. Charges for the storage of baggage shall be allowed when it is shown that such storage was solely on account of official business.

d. Checking and Handling of Baggage. Charges for checking baggage shall be allowed. Charges or tips at transportation terminals shall be allowed for handling Government property carried by the traveler.

17-4. Stoppage in Transit. Care should be taken to stop baggage that has been checked on a ticket beyond the point where the traveler leaves the carrier. If baggage cannot be intercepted or transferred and is carried through to original destination on the unused portion of the ticket, full explanation of the facts shall be shown on the voucher. Failure to observe this rule shall result in any excess cost to the Government being charged to the employee.

17-5. Requirement for Use of Least Costly Means of Shipment.

a. Selection of Transportation Service. When the total weight of Government property and personal effects of other property needed by the traveler exceed the baggage allowance, quantities in excess of the allowance shall be shipped by parcel post, where practical; or if not suitable for

mailing, by freight or express if any of those less costly means of shipment will suffice. Shipments must not be made as accompanied baggage or express when ordinary freight service will meet the official needs. Due consideration must be given to the probable cost of collecting or delivering the shipment and the time required for transmission.

b. Use of SF 1103, U.S. Government Bill of Lading. Express and freight shipments shall be made on SF 1103 unless such handling will interfere with the official purpose of the trip or unless it is not practical. Charges on shipments made on SF 1103 must not be paid by the traveler. See FEMA Instruction 2500.2, Processing of SF 1169, Government Transportation Requests and SF 1103, Government Bill of Lading, for procedures for processing SF 1103's.

c. Obtaining U.S. Government Bill of Lading. Contact FEMA, Office of Administrative Support, for information in obtaining a U.S. Government Bill of Lading.

d. U.S. Government Bills of Lading Not Accepted. When acceptance of shipments on SF 1103 is refused, payment of the amount demanded shall be made. A report of the circumstances shall be sent to the Office of the Comptroller. When SF 1103's are refused or not used and cash payment is demanded, the carrier's receipt showing the original point of shipment, destination, number of packages, contents and separate weight of each package and the rate and amount of charges paid shall be accepted in support of the charge.

Chapter 18

Claims for Reimbursement

18-1. Procedures. This chapter establishes procedures for preparation of travel reimbursement vouchers. In addition, illustrations covering the most common type of voucher claims are included for guidance in the preparation of claims for reimbursement. When charges for items $1 or more are suspended, a Statement of Differences will be used to indicate suspended items not stated in accordance with these regulations, or not properly supported by required receipts. Detailed discussions of entitlements and instructions governing the individual travel expense elements are covered in other chapters of this manual.

a. Maintaining Records of Travel and Expenses. Persons authorized to travel on Government business should keep a memorandum of expenditures and related receipts for those items properly chargeable to the Government. Each item and the date should be noted at the time the expense is incurred so that the information will be available for the preparation of the SF 1012.

b. Documentation. A trip is considered completely and officially documented only when the Office of the Comptroller or the Regional Administrative Unit is in possession of the following documents:

(1) FEMA Form 60-2, Official Travel Authorization;

(2) SF 1012, Travel Voucher;

(3) SF 1038, Advance of Funds Application and Account, if an advance was issued;

(4) Any required original receipts or justifications for their absence;

(5) GTR if used, or justification for their absence if the GTR is lost or stolen; and

(6) A check from the traveler, showing social security and travel authorization numbers, for any monies owed the Government.

c. Review and Approval of Travel Reimbursement Vouchers.

(1) Supervisors are responsible for instructing travelers, especially new employees, in the preparation and submission of SF 1012's. Travelers shall also be advised that falsification of any items on a claim for reimbursement may result in forfeiture of the entire claim (28 USC 2514) and may result in a fine of not more than $10,000, or imprisonment for not more than 5 years or both (18 USC 287; id. 1001).

(2) All employees submitting a voucher for approval and reimbursement of travel expenses incurred are responsible for:

(a) Being thoroughly familiar with FEMA's regulations governing travel. Expenses incurred by travelers which are not allowable under applicable Federal laws and regulations will not be paid. If an employee is inadvertently reimbursed for such expenses, the Agency is responsible for collecting any overpayment, regardless of whether or not the expenses are authorized.

(b) Preparing vouchers in accordance with paragraph 18-3;

(c) Ensuring accuracy and factuality of the voucher submitted;

(d) Planning itineraries that will accomplish the purpose for the least cost;

(e) Exercising sound and reasonable judgment regarding travel to ensure its purpose is promptly and properly achieved;

(f) Submitting the applicable SF 1012's promptly after the completion of a trip or at least monthly; and

(g) That reclaim of an item(s) which was previously suspended or disallowed is supported by a full explanation of the applicable item(s) and the date the expense was incurred. Reclaim of such expense items may be made on the SF 1012 submitted for the current month's travel or on a separate SF 1012. If the reclaim is made on the regular monthly voucher, the suspended items must be stated after all other items have been listed. A copy of the suspension notice must be attached to the SF 1012.

(3) All officials delegated the authority to approve SF 1012's are responsible for determining that:

(a) The travel, as outlined in the SF 1012, was necessary and essential for accomplishing official Agency business;

(b) The travel was performed in accordance with the authorized itinerary or that any deviations have been justified by the traveler and approved by the APPROVING OFFICIAL on the SF 1012. The signature of an authorized certifying officer in block 16 of the SF 1012 is not required;

(c) The travel was accomplished as expeditiously and economically as possible;

(d) All leave taken while in travel status is reported on the SF 1012 and on the time and attendance report; and

(e) Miscellaneous expenses claimed were justified and necessary.

(4) Administrative assistants or voucher examiners are responsible for the following:

(a) Performing a cursory review of the vouchers. Such review will serve to ensure that the vouchers are technically complete. Specifically, the SF 1012 should be reviewed for inclusion of:

(i) Traveler's SSN;

(ii) Signature of the traveler and the approving official;

(iii) Accounting classification code and travel authorization number;

(iv) Justification or certifications of certain expenditures (e.g., taxi fares in excess of current allowable rate, see figure 2-5), departure or return within 30 minutes prior to or after the beginning of a quarter day when per diem is claimed);

(v) Number 3 copy, Traveler, of FEMA Form 60-2;

(vi) Buff copy of GTR, SF 1169a, and passenger coupons;

(vii) Pink copy of the Daily Motor Vehicle Trip Ticket, GSA Form 312, when a GSA motor pool car has been used; and

(viii) Required original receipts (e.g., expenses above the current maximum allowable amount, see figure 2-5, lodging while in a per diem or an actual subsistence status).

(b) Contacting the Travel Section, Accounting Division, Office of the Comptroller, or the Regional Administrative Unit with regard to travel questions or payment follow-up, if appropriate.

(5) Compliance with the procedures and illustrations should:

(a) Reduce time spent in preparing vouchers by restricting the information shown to that which is necessary and eliminating extraneous unnecessary detail;

(b) Permit faster processing and payment of vouchers;

(c) Eliminate, to a large extent, requests by the Travel Section, Accounting Division, Office of the Comptroller, the Regional Administrative Unit, or the Disaster Support Team for additional information or justification of individual expense items claimed on vouchers;

(d) Reduce errors and consequent delays in payment; and

(e) Reduce the number of suspensions and disallowances by the Travel Section, Accounting Division, Office of the Comptroller, the Regional Administrative Unit, or the Disaster Support Team.

d. Obtaining Reimbursement When Travel is Performed for Other Agencies. When an employee is to travel on official Government business for another Government agency, the employee's supervisor, authorizing official, and the representative(s) of the other agency should, prior to travel, determine the expenses or portion of expenses to be paid by each. This agreement should be documented in writing. The agency for which travel is being performed will be billed for the expenses, or its portion of the expenses, on a reimbursable basis.

(1) Prepare the SF 1012 in the usual manner and provide an extra copy.

(2) After approval, forward the following documents to the Accounting Division, Office of the Comptroller; or, the regional/field voucher examiner, if applicable:

(a) SF 1012, original and one copy;

(b) Memorandum requesting billing of the amount chargeable to the other agency; and

(c) Copy of memorandum documenting the agreement between FEMA and the other agency.

(3) If the requesting agency does not wish to follow the above instructions then that agency will issue the authorization, advance, common carrier tickets, and process the SF 1012 when submitted.

18-2. Relationship of SF 1012 to FEMA Form 60-2.

a. Chapter 2 provides detailed instructions on the preparation of FEMA Form 60-2. The FEMA Form 60-2 is the basic document which allows the employee to travel and to ensure travel expenses for which the employee will later claim reimbursement by submission of the SF 1012.

b. Occasionally, a traveler is required to deviate from FEMA Form 60-2 in order to accomplish the purpose of the travel or to incur valid expenses not authorized. In such instances, the deviation(s) from the authorization and/or the additional expense(s), not totalling over $99, shall be justified on the SF 1012 and approved by the authorizing official. If additional expenses are over $99, an amendment to the FEMA Form 60-2 is needed.

18-3. Preparation of SF 1012.

a. Official Form. SF 1012 is the form used for claiming reimbursement of travel expenditures for official business.

b. Form of Preparation. Travelers may submit a typed or handprinted SF 1012. However, it is incumbent upon the traveler to ensure the handwriting is legible. The travel section of either the Accounting Division or the Regional Administrative Unit will not make more than a minimal effort to decipher handprinted vouchers.

c. Approving Official. The SF 1012 must be signed by the duly delegated official.

d. Itemization.

(1) Chronological Order. Expenses incurred shall be itemized on the SF 1012 in chronological order.

(2) Leave of Absence. When leave of absence of any kind is taken while in travel status, the exact hour of departure from and return to duty status must be shown on the SF 1012 as well as the type of leave taken.

(3) Indirect Route Travel. The SF 1012 shall set forth the details of the expense actually incurred, the hour of departure from post of duty, and the hour of arrival at place of duty. Where leave has been taken while en route, the day and time that leave began and terminated must be shown.

(4) Receipts Attached Chronologically. Original receipts must be numbered consecutively, commencing with number 1 for each voucher, and keyed to the vouchered expense. Xerox copies of required receipts will not be accepted and can delay processing of the voucher.

e. Subsistence Claims.

(1) Per Diem. Itemization of subsistence expenses shall not be made on the SF 1012 where per diem is allowed unless required elsewhere in this manual.

(2) Actual Subsistence Expenses. When actual subsistence reimbursement is authorized, claims shall be submitted in accordance with requirements outlined for this type of subsistence.

f. Transportation Expenses. Insert in the space provided on the voucher the serial numbers of the GTR's issued, giving dates of travel, the points of departure and destination, classes of service used, name of transportation company, and the value of the transportation secured. If using a TMC or SATO, attach the passenger copy of the ticket to the voucher.

g. Erasures and Alterations. Erasures and alterations in totals on SF 1012's must be initialed by the traveler, and erasures and alterations in totals on receipts must be initialed by the person who signed the receipt.

h. FEMA Form 60-2. Figure 18-1 shows a copy of a FEMA Form 60-2.

(1) SSN Requirement. It is required that, in addition to the traveler's name, his/her SSN be shown on all SF 1012's.

(2) Accounting Classification Code. Enter the correct authorized accounting classification code in block 16, e.g., 85-9-9150-2-0510.

(3) Document Number. The document (travel authorization) number shall be entered in the same area as the accounting classification code prior to submission of the voucher.

18-4. Submission of SF 1012. SF 1012 should be submitted immediately after the completion of each trip. Travelers in a continuous travel status for a period of 30 days or longer may submit SF 1012's more frequently. In all cases, SF 1012's shall be submited NO LATER THAN 5 workdays following the month in which the travel was performed.

a. Exceptions.

(1) When an employee's travel is being charged to more than one budget activity, a separate SF 1012 shall be submitted for each budget activity involved.

(2) At the end of a fiscal year, SF 1012's should be prepared as of the last day of the month.

b. Statute of Limitations for Submission of Claims. In accordance with 31 USC, Sections 71a and 237 (as amended by Public Law 93-604, January 2, 1975), the statute of limitations for submitting a claim for reimbursement of travel expenses is 6 years. All claims submitted must be in accordance with the regulations that were in effect at the time the travel was performed.

18-5. Supporting Documentation. SF 1012's generally require the submission of supporting documents. The basic requirements for submission of supporting documents are summarized below.

a. FEMA Form 60-2. Every SF 1012 must be supported by the #3 Copy-Traveler (submit with the SF 1012), of the applicable FEMA Form 60-2. If a trip is covered by more than one SF 1012, a copy of the FEMA Form 60-2 shall be submitted with the initial SF 1012(s) and the original FEMA Form 60-2 with the final SF 1012.

b. Government Transportation Request (GTR) (SF 1169). When travel is performed and transportation is obtained through the issuance of a GTR, submit an SF 1012 regardless of whether or not there is a claim for per diem or other expenses incident to such travel. The SF 1012 shall show the dates and places visited during the travel period and the means of transportation used. The passenger's copy of the ticket used for travel plus the SF 1169b, duplicate (buff copy) of the GTR, shall be attached as supporting documents to the voucher. Unused tickets, whether for full or partial fares, MUST also be submitted with the SF 1012. If the SF 1169 is not attached, the reason must be stated on the voucher. When travel is cancelled and the ticket was obtained prior to cancellation, the ticket will be attached to the cancelled copy of the FEMA Form 60-2 and turned into the Budget Division.

c. Receipts. Original receipts are required to be submitted for expense items of $25 or more (excluding taxes). If it is impractical to secure a receipt, or if a receipt is lost, the employee shall state the circumstances on the SF 1012. Inconvenience in securing a receipt will not be considered as an acceptable justification. The only exception to the $25 minimum is that original receipts must be submitted for ALL lodging expenses regardless of amount, or whether the claim is made for actual subsistence expenses or per diem.

d. Reclaim of Suspended Items. Any items suspended from a SF 1012 may be reclaimed. A reclaim must be clearly marked RECLAIM, with appropriate justification and/or supporting documentation. The original copy of the Statement of Differences must be attached to the reclaim voucher.

18-6. Justification of Certain Expenditures. Certain allowable travel expenses are required by the Federal Government and/or by the Agency to be justified as to their necessity and/or amount. The required explanations are to be made on the FEMA Form 60-2 or on the SF 1012. The ACTUAL reason for the expenditure shall be given; blanket statements are not to be used. The items listed below are required to be explained as indicated. However, the Accounting Division or Regional Administrative Unit may, on occasion, find it necessary to request justification of an item not listed.

a. Telegrams, radiograms, and telephone calls for official business while on temporary duty;

b. Travel to places where meals are obtained;

c. Use of a method of transportation other than that which has been determined advantageous to the Government;

d. Any expense which is being billed directly to the Agency;

e. Lack of required receipts;

f. Return to official station due to illness or injury;

g. Taxi fare in excess of current maximum allowable rate as found in figure 2-5;

h. Use of first-class accommodations on common carriers;

i. Departure or return within 30 minutes prior to or after the beginning of a quarter day respectively, when per diem is being claimed;

j. Separate claim for a meal on actual subsistence when the meal was included in the price of an airline ticket;

k. Actual subsistence expenses except where automatic actual subsistence applies;

l. Continuation of per diem during leave of absence due to illness or injury;

m. Use of a foreign carrier;

n. Rental of conference facilities, meeting rooms;

o. Mileage deviations greater than 10 percent from standard highway mileage guides;

p. Cash payment for transportation costing more than $100; and

q. Use of noncontract air carriers instead of contract air carriers for travel between selected city-pairs.

18-7. Promotional Material Received in Conjunction With Official Travel From Transportation Companies, Rental Car Companies, or Other Commercial Activities.

a. Employees are obligated to account for any gift, gratuity, or benefit received from private sources incident to the performance of official business. All promotional materials (e.g., bonus flights, reduced fare coupons, cash, merchandise, gifts, credits toward future free or reduced costs of services or goods, etc.) received by employees in conjunction with travel and based on the purchase of a ticket for official travel, or services such as car rental, are due the Government and may not be retained by the employee. When an employee receives promotional material from any commercial source incident to official travel, the employee shall accept the material on behalf of the Federal Government. Any item received shall be turned in to the headquarters Accounting Division or the Regional Administrative Unit for proper disposition.

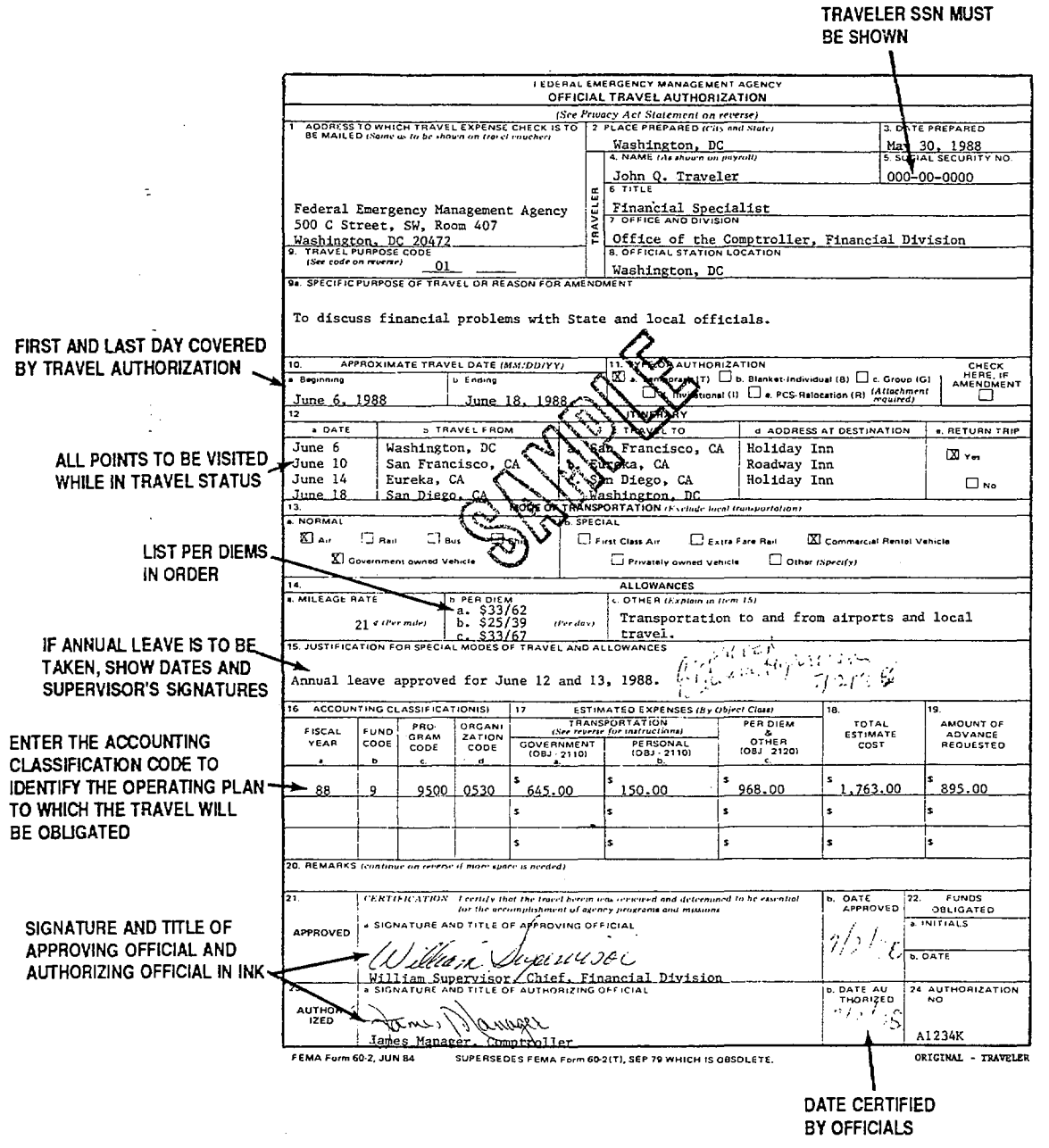
b. Government employees may accept unsolicited advertising or gifts of nominal intrinsic value (e.g., pens, pencils, note pads, calendars, etc.) 44 CFR, Chapter 1, 3.14(b)(4) defines nominal intrinsic value to be fifteen dollars or less for FEMA employees.

c. Promotional coupons that provide for future free or reduced costs of services (travel) should be integrated into FEMA travel plans to maximize the benefits to the Government. If a region can use the promotional coupons obtained by its employees, the coupons shall remain in the region. If there is no use for the coupons in the region, they are to be sent to the Accounting Division for disposition. However, promotional coupons and/or mileage credits cannot be used for accommodation and/or flight upgrades absent advance approval in accordance with the Federal Travel Regulations, paragraph 1-3.3d.

d. Promotional coupons that carry a cash surrender value shall be redeemed immediately. The cash received from redeemed coupons or other cash compensation (e.g., denied boarding or cancellation of reservation by carriers, etc.) shall be sent to the Accounting Division for deposit in accordance with Department of Treasury requirements, and credited to miscellaneous receipt account 1699, Miscellaneous Dividends and Earnings, Not Otherwise Classified.

Figure 18-1

FEMA Form 60-2, Official Travel Authorization



TRAVELER SSN MUST BE SHOWN

FIRST AND LAST DAY COVERED BY TRAVEL AUTHORIZATION

ALL POINTS TO BE VISITED WHILE IN TRAVEL STATUS

LIST PER DIEMS IN ORDER

IF ANNUAL LEAVE IS TO BE TAKEN, SHOW DATES AND SUPERVISOR'S SIGNATURES

ENTER THE ACCOUNTING CLASSIFICATION CODE TO IDENTIFY THE OPERATING PLAN TO WHICH THE TRAVEL WILL BE OBLIGATED

SIGNATURE AND TITLE OF APPROVING OFFICIAL AND AUTHORIZING OFFICIAL IN INK

DATE CERTIFIED BY OFFICIALS

FEDERAL EMERGENCY MANAGEMENT AGENCY
OFFICIAL TRAVEL AUTHORIZATION
(See Privacy Act Statement on reverse)

1 ADDRESS TO WHICH TRAVEL EXPENSE CHECK IS TO BE MAILED (Name as to be shown on travel vouchers)
Federal Emergency Management Agency
500 C Street, SW, Room 407
Washington, DC 20472

2 PLACE PREPARED (City and State): Washington, DC
3. DATE PREPARED: May 30, 1988

TRAVELER
4. NAME (As shown on payroll): John Q. Traveler
5. SOCIAL SECURITY NO.: 000-00-0000
6 TITLE: Financial Specialist
7 OFFICE AND DIVISION: Office of the Comptroller, Financial Division
8. OFFICIAL STATION LOCATION: Washington, DC

9. TRAVEL PURPOSE CODE (See code on reverse): 01
9a. SPECIFIC PURPOSE OF TRAVEL OR REASON FOR AMENDMENT
To discuss financial problems with State and local officials.

10. APPROXIMATE TRAVEL DATE (MM/DD/YY)
a Beginning: June 6, 1988
b Ending: June 18, 1988

11. TYPE OF AUTHORIZATION
[X] a. Temporary (T) [ ] b. Blanket-Individual (B) [ ] c. Group (G)
[ ] d. Invitational (I) [ ] e. PCS-Relocation (R) (Attachment required)
CHECK HERE, IF AMENDMENT [ ]

12 ITINERARY

a DATE	b TRAVEL FROM	c TRAVEL TO	d ADDRESS AT DESTINATION	e. RETURN TRIP
June 6	Washington, DC	San Francisco, CA	Holiday Inn	[X] Yes
June 10	San Francisco, CA	Eureka, CA	Roadway Inn	[ ] No
June 14	Eureka, CA	San Diego, CA	Holiday Inn	
June 18	San Diego, CA	Washington, DC		

13. MODE OF TRANSPORTATION (Exclude local transportation)
a. NORMAL: [X] Air [ ] Rail [ ] Bus [ ] Ship [X] Government owned Vehicle
b. SPECIAL: [ ] First Class Air [ ] Extra Fare Rail [X] Commercial Rental Vehicle [ ] Privately owned Vehicle [ ] Other (Specify)

SAMPLE

14. ALLOWANCES
a. MILEAGE RATE: 21 ¢ (Per mile)
b PER DIEM: a. $33/62 b. $25/39 c. $33/67 (Per day)
c. OTHER (Explain in item 15): Transportation to and from airports and local travel.

15. JUSTIFICATION FOR SPECIAL MODES OF TRAVEL AND ALLOWANCES
Annual leave approved for June 12 and 13, 1988.

16 ACCOUNTING CLASSIFICATION(S)				17 ESTIMATED EXPENSES (By Object Class)			18.	19.
FISCAL YEAR a	FUND CODE b	PROGRAM CODE c	ORGANIZATION CODE d	TRANSPORTATION (See reverse for instructions) GOVERNMENT (OBJ. 2110) a.	TRANSPORTATION PERSONAL (OBJ. 2110) b.	PER DIEM & OTHER (OBJ. 2120) c.	TOTAL ESTIMATE COST	AMOUNT OF ADVANCE REQUESTED
88	9	9500	0530	$ 645.00	$ 150.00	$ 968.00	$ 1,763.00	$ 895.00
				$	$	$	$	$
				$	$	$	$	$

20. REMARKS (Continue on reverse if more space is needed)

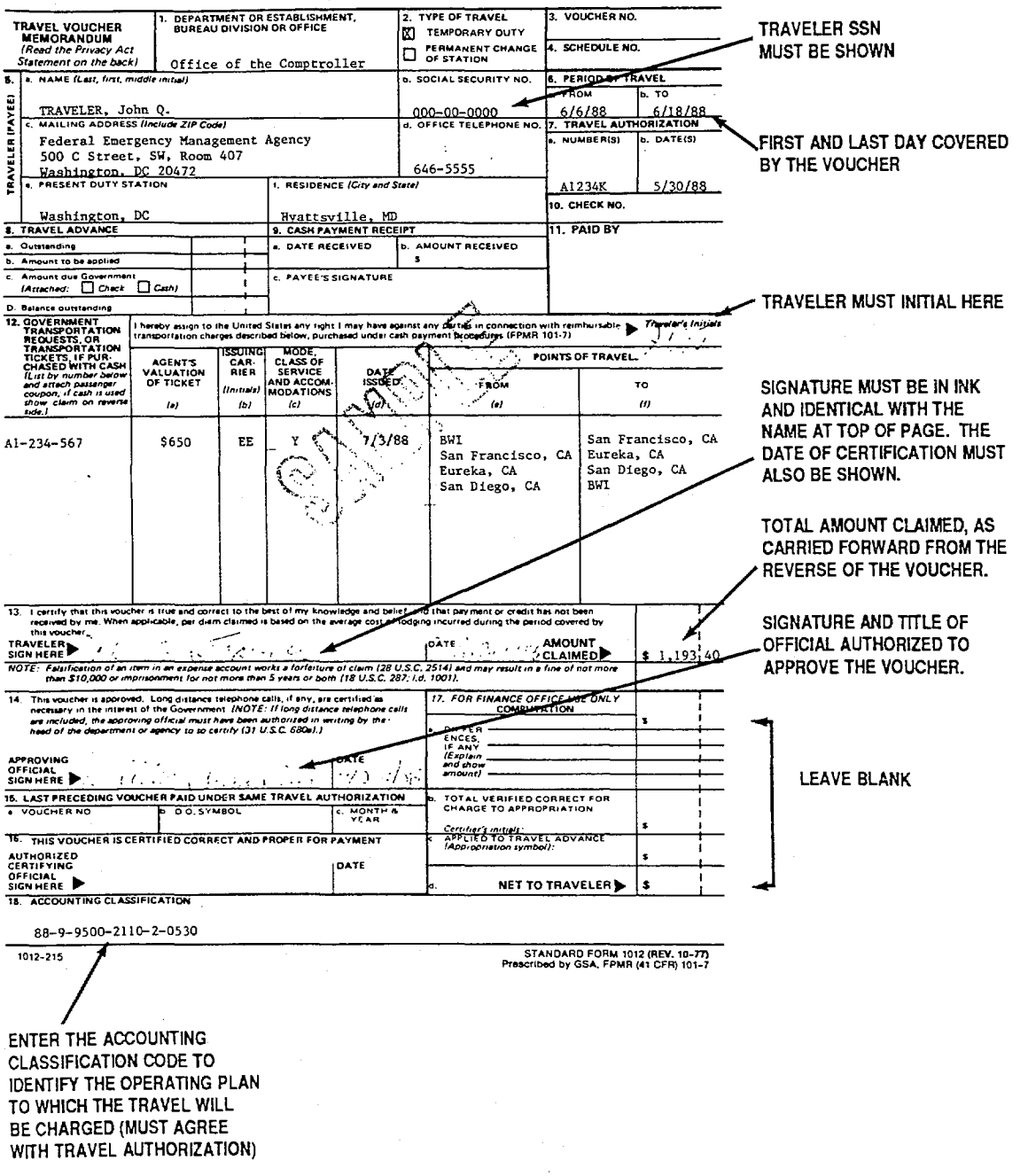
21. CERTIFICATION I certify that the travel herein was reviewed and determined to be essential for the accomplishment of agency programs and missions
APPROVED — a SIGNATURE AND TITLE OF APPROVING OFFICIAL: William Supervisor
William Supervisor, Chief, Financial Division
b. DATE APPROVED: 5/31/88
22. FUNDS OBLIGATED — a. INITIALS: b. DATE:

23
AUTHORIZED — a SIGNATURE AND TITLE OF AUTHORIZING OFFICIAL: James Manager
James Manager, Comptroller
b. DATE AUTHORIZED: 5/31/88
24 AUTHORIZATION NO: A1234K

FEMA Form 60-2, JUN 84 SUPERSEDES FEMA Form 60-2(T), SEP 79 WHICH IS OBSOLETE. ORIGINAL - TRAVELER

Figure 18-2
(Part 1 of 4)

Standard Form 1012, Travel Voucher



TRAVEL VOUCHER MEMORANDUM (Read the Privacy Act Statement on the back)

1. DEPARTMENT OR ESTABLISHMENT, BUREAU DIVISION OR OFFICE: Office of the Comptroller

2. TYPE OF TRAVEL: [X] TEMPORARY DUTY [ ] PERMANENT CHANGE OF STATION

3. VOUCHER NO.

4. SCHEDULE NO.

5. TRAVELER (PAYEE)
a. NAME (Last, first, middle initial): TRAVELER, John Q.
b. SOCIAL SECURITY NO.: 000-00-0000
c. MAILING ADDRESS (Include ZIP Code): Federal Emergency Management Agency, 500 C Street, SW, Room 407, Washington, DC 20472
d. OFFICE TELEPHONE NO.: 646-5555
e. PRESENT DUTY STATION: Washington, DC
f. RESIDENCE (City and State): Hyattsville, MD

6. PERIOD OF TRAVEL: a. FROM 6/6/88 b. TO 6/18/88

7. TRAVEL AUTHORIZATION: a. NUMBER(S) A1234K b. DATE(S) 5/30/88

10. CHECK NO.

8. TRAVEL ADVANCE
a. Outstanding
b. Amount to be applied
c. Amount due Government (Attached: [ ] Check [ ] Cash)
D. Balance outstanding

9. CASH PAYMENT RECEIPT
a. DATE RECEIVED
b. AMOUNT RECEIVED $
c. PAYEE'S SIGNATURE

11. PAID BY

12. GOVERNMENT TRANSPORTATION REQUESTS, OR TRANSPORTATION TICKETS, IF PURCHASED WITH CASH (List by number below and attach passenger coupon, if cash is used show claim on reverse side.)

I hereby assign to the United States any right I may have against any carrier in connection with reimbursable transportation charges described below, purchased under cash payment procedures (FPMR 101-7) ▶ Traveler's Initials

AGENT'S VALUATION OF TICKET (a)	ISSUING CARRIER (Initials) (b)	MODE, CLASS OF SERVICE AND ACCOMMODATIONS (c)	DATE ISSUED (d)	POINTS OF TRAVEL FROM (e)	POINTS OF TRAVEL TO (f)
A1-234-567	$650	EE	Y	7/3/88	BWI San Francisco, CA Eureka, CA San Diego, CA	San Francisco, CA Eureka, CA San Diego, CA BWI

13. I certify that this voucher is true and correct to the best of my knowledge and belief, and that payment or credit has not been received by me. When applicable, per diem claimed is based on the average cost of lodging incurred during the period covered by this voucher.

TRAVELER SIGN HERE ▶ DATE AMOUNT CLAIMED ▶ $ 1,193.40

NOTE: Falsification of an item in an expense account works a forfeiture of claim (28 U.S.C. 2514) and may result in a fine of not more than $10,000 or imprisonment for not more than 5 years or both (18 U.S.C. 287; I.d. 1001).

14. This voucher is approved. Long distance telephone calls, if any, are certified as necessary in the interest of the Government. (NOTE: If long distance telephone calls are included, the approving official must have been authorized in writing by the head of the department or agency to so certify (31 U.S.C. 680a).)

APPROVING OFFICIAL SIGN HERE ▶ DATE

17. FOR FINANCE OFFICE USE ONLY
a. PAYMENT DIFFERENCES, IF ANY (Explain and show amount)
b. TOTAL VERIFIED CORRECT FOR CHARGE TO APPROPRIATION
Certifier's initials:
c. APPLIED TO TRAVEL ADVANCE (Appropriation symbol):
d. NET TO TRAVELER ▶

15. LAST PRECEDING VOUCHER PAID UNDER SAME TRAVEL AUTHORIZATION
a. VOUCHER NO. b. D.O. SYMBOL c. MONTH & YEAR

16. THIS VOUCHER IS CERTIFIED CORRECT AND PROPER FOR PAYMENT
AUTHORIZED CERTIFYING OFFICIAL SIGN HERE ▶ DATE

18. ACCOUNTING CLASSIFICATION
88-9-9500-2110-2-0530

1012-215

STANDARD FORM 1012 (REV. 10-77)
Prescribed by GSA, FPMR (41 CFR) 101-7

TRAVELER SSN MUST BE SHOWN

FIRST AND LAST DAY COVERED BY THE VOUCHER

TRAVELER MUST INITIAL HERE

SIGNATURE MUST BE IN INK AND IDENTICAL WITH THE NAME AT TOP OF PAGE. THE DATE OF CERTIFICATION MUST ALSO BE SHOWN.

TOTAL AMOUNT CLAIMED, AS CARRIED FORWARD FROM THE REVERSE OF THE VOUCHER.

SIGNATURE AND TITLE OF OFFICIAL AUTHORIZED TO APPROVE THE VOUCHER.

LEAVE BLANK

ENTER THE ACCOUNTING CLASSIFICATION CODE TO IDENTIFY THE OPERATING PLAN TO WHICH THE TRAVEL WILL BE CHARGED (MUST AGREE WITH TRAVEL AUTHORIZATION)

DATES ON WHICH EACH ITEM OF EXPENSE WAS INCURRED SHALL BE SHOWN CLEARLY AND IN CHRONOLOGICAL ORDER.

TIME OF DEPARTURE FROM AND RETURN TO RESIDENCE OR OFFICIAL STATION, AND TIME OF ARRIVAL AT AND DEPARTURE FROM EACH TEMPORARY DUTY STATION, IS NECESSARY FOR PER DIEM PURPOSES.

FARE FROM HOME OR OFFICE TO CARRIER TERMINAL, AND FROM CARRIER TERMINAL TO HOME OR OFFICE, IS ALLOWABLE FARE AND TIP SHOULD BE STATED SEPARATELY.

MEALS NO LONGER NEED TO BE ITEMIZED EXCEPT IN UNUSUAL CASES.

WHEN HOTEL/MOTEL EXPENSE IS LESS THAN AUTHORIZED THEN TRAVELER WILL RECEIVE THE LESSER AMOUNT.

SCHEDULE OF EXPENSES AND AMOUNTS CLAIMED

INSTRUCTIONS TO TRAVELER *(Unlisted items are self-explanatory)*

Col. (c) If the voucher includes per diem allowances for members of employee's immediate family, show members' names, ages, and relationship to employee and marital status of children (unless information is shown on the travel authorization.)

Complete for actual expense travel

Col. (d) thru (g) Show amount incurred for each meal, including tax and tips, and daily total meal cost.

(h) Show expenses, such as laundry, cleaning and pressing of clothes, tips to bellboys, porters, etc. (other than for meals).

(i) Complete for per diem and actual expense travel.

(j) Show total subsistence expense incurred for actual expense travel.

(m) Show per diem amount, limited to maximum rate, or if travel on actual expense, show the lesser of the amount from col. (j) or maximum rate.

(n) Show expenses, such as taxi/limousine fares, air fare (if purchased with cash), local or long distance telephone calls for Government business, car rental, relocation other than subsistence, etc.

Complete this information if this is a continuation sheet. PAGE 1 OF 3 PAGES

TRAVEL AUTHORIZATION NO. A1234K

TRAVELER'S LAST NAME TRAVELER

DATE 19 86	TIME (Hour and a.m./p.m.)	DESCRIPTION (Departure/arrival city, per diem computation, or other explanations of expense)	ITEMIZED SUBSISTENCE EXPENSES							MILEAGE RATE 21 ¢	AMOUNT CLAIMED		
			MEALS				MISCELLANEOUS SUBSISTENCE	LODGING	TOTAL SUBSISTENCE EXPENSE	NO. OF MILES	MILEAGE	SUBSISTENCE	OTHER
			BREAKFAST (d)	LUNCH (e)	DINNER (f)	TOTAL (g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)
6/6	5:30am	Depart residence by limo for BWI											15 00
	7:00am	Depart BWI											
	1:30pm	Arrive San Fran., CA											
		Airport service to motel											10 00
		San Francisco, CA	3/4 of $33			24 75		60 00	84 75			84 75	5 00
6/7		San Francisco, CA				33 00		60 00	93 00			93 00	5 00
6/8		San Francisco, CA				33 00		60 00	93 00			93 00	5 00
6/9		San Francisco, CA				33 00		60 00	93 00			93 00	5 00
6/10	7:30am	Depart for airport via airport service											10 00
	9:00am	Depart San Francisco											
	10:30am	Arrive Eureka											
		Taxi to motel											7 50
		Tip											1 15
		Eureka, CA				25 00		25 00	50 00			50 00	1 50
6/11		Eureka, CA				25 00		25 00	50 00			50 00	1 50
									SUBTOTALS ▶			463 75	66 65
									TOTALS ▶				

If additional space is required, continue on another SF 1012-A BACK, leaving the front blank.

Enter grand total of columns (l), (m) and (n), below and in item 13 on the front of this form.

TOTAL AMOUNT CLAIMED ▶

In compliance with the Privacy Act of 1974, the following information is provided. Solicitation of the information on this form is authorized by 5 U.S.C. Chap. 57 as implemented by the Federal Travel Regulations (FPMR 101.7), E.O. 11609 of July 22, 1971, E.O. 11012 of March 27, 1962, E.O. 9397 of November 22, 1943, and 26 U.S.C. 6011(b) and 6109. The primary purpose of the requested information is to determine payment or reimbursement to eligible individuals for allowable travel and/or relocation expenses incurred under appropriate administrative authorization and to record and maintain costs of such reimbursements to the Government. The information will be used by officers and employees who have a need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, State, local, or foreign agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions, or when pursuant to a requirement by this agency in connection with the hiring or firing of an employee, the issuance of a security clearance, or investigations of the performance of official duty while in Government service. Your Social Security Account Number (SSN) is solicited under the authority of the Internal Revenue Code (26 U.S.C. 6011(b) and 6109) and E.O. 9397, November 22, 1943, for use as a tax payer and/or employee identification number. Disclosure is MANDATORY on vouchers claiming travel and/or relocation allowance expense reimbursement which is, or may be, taxable income. Disclosure of your SSN and other requested information is voluntary in all other instances; however, failure to provide the information (other than SSN) required to support the claim may result in delay or loss of reimbursement.

☆U.S. Government Printing Office: 1980—311:153/6404

STANDARD FORM 1012 BACK (10-77)

SCHEDULE OF EXPENSES AND AMOUNTS CLAIMED

INSTRUCTIONS TO TRAVELER *(Unlisted items are self-explanatory)*

Col. (c) If the voucher includes per diem allowances for members of employee's immediate family, show members' names, ages, and relationship to employee and marital status of children (unless information is shown on the travel authorization.)

Complete only for actual expense travel

- *Col. (d) thru (g)* Show amount incurred for each meal, including tax and tips, and daily total meal cost.
- *(h)* Show expenses, such as: laundry, cleaning and pressing of clothes, tips to bellboys, porters, etc. (other than for meals).
- *(i)* Complete for per diem and actual expense travel.
- *(j)* Show total subsistence expense incurred for actual expense travel.
- *(m)* Show per diem amount, limited to maximum rate, or if travel on actual expense, show the lesser of the amount from col. (j) or maximum rate.
- *(n)* Show expenses, such as: taxi/limousine fares, air fare (if purchased with cash), local or long distance telephone calls for Government business, car rental, relocation other than subsistence, etc.

Complete this information if this is a continuation sheet. PAGE 2 OF 3 PAGES

TRAVEL AUTHORIZATION NO. A1234K

TRAVELER'S LAST NAME TRAVELER

ANNUAL LEAVE MUST BE SHOWN ON VOUCHER.

DATE 19 88 (a)	TIME (Hour and am/pm) (b)	DESCRIPTION (Departure/arrival city, per diem computation, or other explanations of expense) (c)	ITEMIZED SUBSISTENCE EXPENSES — MEALS: BREAKFAST (d)	LUNCH (e)	DINNER (f)	TOTAL (g)	MISCELLANEOUS SUBSISTENCE (h)	LODGING (i)	TOTAL SUBSISTENCE EXPENSE (j)	MILEAGE RATE 21 ¢ NO. OF MILES (k)	AMOUNT CLAIMED: MILEAGE (l)	SUBSISTENCE (m)	OTHER (n)
6/12		Annual leave 8:30am - 5:00pm											
		Leave Eureka by car for San Diego											
6/13		Annual leave 8:30am - 5:00pm Arrive San Diego 7:30pm											
6/14		San Diego, CA Resumed duty 8:30am				33 00		75 00	108 00			100 00	4 00
6/15		San Diego, CA				33 00		75 00	108 00			100 00	4 00
6/16		San Diego, CA				33 00		75 00	108 00			100 00	4 00
6/17		San Diego, CA				33 00		75 00	108 00			100 00	4 00
6/18	6:30am	Departed to airport				33 00			33 00			33 00	20 00
	9:00am	Depart San Diego											
	7:30pm	Arrive BWI											
		Limo to residence											16 50
	9:00pm	Arrived at residence											
									SUBTOTALS ▶			433 00	52 50
									TOTALS ▶				

WHEN HOTEL/MOTEL EXPENSE IS GREATER THAN AUTHORIZED AMOUNT THE TRAVELER WILL RECEIVE THE LESSER AMOUNT.

If additional space is required, continue on another SF 1012-A BACK, leaving the front blank.

Enter grand total of columns (l), (m) and (n), below and in item 13 on the front of this form.

TOTAL AMOUNT CLAIMED ▶

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 5 U.S.C. Chap 57 as implemented by the Federal Travel Regulations (FPMR 101.7), E.O. 11609 of July 22, 1971, E.O. 11012 of March 27, 1962, E.O. 9397 of November 22, 1943, and 26 U.S.C. 6011(b) and 6109. The primary purpose of the requested information is to determine payment or reimbursement to eligible individuals for allowable travel and/or relocation expenses incurred under appropriate administrative authorization and to record and maintain costs of such reimbursements to the Government. The information will be used by officers and employees who have a need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, State, local, or foreign agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions, or when pursuant to a requirement by this agency in connection with the hiring or firing of an employee, the issuance of a security clearance, or investigations of the performance of official duty while in Government service. Your Social Security Account Number (SSN) is solicited under the authority of the Internal Revenue Code (26 U.S.C. 6011(b) and 6109) and E.O. 9397, November 22, 1943, for use as a tax payer and/or employee identification number; disclosure is MANDATORY on vouchers claiming travel and/or relocation allowance expense reimbursement which is, or may be, taxable income. Disclosure of your SSN and other requested information is voluntary in all other instances, however, failure to provide the information (other than SSN) required to support the claim may result in delay or loss of reimbursement.

*U. S. Government Printing Office: 1986—311-163/6464

STANDARD FORM 1012 BACK (10-77)

SCHEDULE OF EXPENSES AND AMOUNTS CLAIMED

INSTRUCTIONS TO TRAVELER *(Unlisted items are self-explanatory)*

Col. (c) If the voucher includes per diem allowances for members of employee's immediate family, show members' names, ages, and relationship to employee and marital status of children (unless information is shown on the travel authorization.)

Complete only for actual expense travel

Col. (d) thru (g) Show amount incurred for each meal, including tax and tips, and daily total meal cost.

(h) Show expenses, such as laundry, cleaning and pressing of clothes, tips to bellboys, porters, etc (other than for meals)

(i) Complete for per diem and actual expense travel.

(j) Show total subsistence expense incurred for actual expense travel

(m) Show per diem amount, limited to maximum rate, or if travel on actual expense, show the lesser of the amount from col. (j) or maximum rate.

(n) Show expenses, such as taxi/limousine fares, air fare (if purchased with cash), local or long distance telephone calls for Government business, car rental, relocation other than subsistence, etc

Complete this information if this is a continuation sheet. PAGE 3 OF 3 PAGES

TRAVEL AUTHORIZATION NO. A1234K

TRAVELER'S LAST NAME TRAVELER

DATE 19 88 (a)	TIME (Hour and am/pm) (b)	DESCRIPTION (Departure/arrival city, per diem computation, or other explanations of expense) (c)	ITEMIZED SUBSISTENCE EXPENSES — MEALS: BREAKFAST (d)	LUNCH (e)	DINNER (f)	TOTAL (g)	MISCELLANEOUS SUBSISTENCE (h)	LODGING (i)	TOTAL SUBSISTENCE EXPENSE (j)	MILEAGE RATE 21 ¢ NO. OF MILES (k)	AMOUNT CLAIMED: MILEAGE (l)	SUBSISTENCE (m)	OTHER (n)
		Comparative Cost by Common Carrier											
		Leave motel for											
6/12	6:30am	airport											
		Taxi to airport											7 50
	8:30am	Depart Eureka											
		Airfare Eureka to											
		San Diego one way											150 00
	10:30am	Arrive San Diego, CA											
		Bus to motel											20 00
									SUBTOTALS ▶				177 50
									TOTALS ▶				

If additional space is required, continue on another SF 1012-A BACK, leaving the front blank

Enter grand total of columns (l), (m) and (n), below and in item 13 on the front of this form.

TOTAL AMOUNT CLAIMED ▶ $1,193.40

STANDARD FORM 1012 BACK (10-77)

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 5 U.S.C. Chap. 57 as implemented by the Federal Travel Regulations (FPMR 101-7), E.O. 11609 of July 22, 1971, E.O. 11012 of March 27, 1962, E.O. 9397 of November 22, 1943, and 26 U.S.C. 6011(b) and 6109. The primary purpose of the requested information is to determine payment or reimbursement to eligible individuals for allowable travel and/or relocation expenses incurred under appropriate administrative authorization and to record and maintain costs of such reimbursements to the Government. The information will be used by officers and employees who have a need for the information in the performance of their official duties. The information may be disclosed to appropriate Federal, State, local, or foreign agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions, or when pursuant to a requirement by this agency in connection with the hiring or firing of an employee, the issuance of a security clearance, or investigations of the performance of official duty while in Government service. Your Social Security Account Number (SSN) is solicited under the authority of the Internal Revenue Code (26 U.S.C. 6011(b) and 6109) and E.O. 9397, November 22, 1943, for use as a tax payer and/or employee identification number. Disclosure is MANDATORY on vouchers claiming travel and/or relocation allowance expense reimbursement which is, or may be, taxable income. Disclosure of your SSN and other requested information is voluntary in all other instances, however, failure to provide the information (other than SSN) required to support the claim may result in delay or loss of reimbursement.

*U.S. Government Printing Office: 1988—311-153/81404

A COMPARATIVE COST MUST BE GIVEN WHEN TRAVELER DEVIATES FROM THE CONDITIONS OF THE TRAVEL AUTHORIZATION.

THIS TOTAL IS CARRIED OVER TO THE FACE OF THE VOUCHER.

Chapter 19

Reimbursement of Subsistence Expenses

19-1. Methods of Reimbursement. Reimbursement for official business travel shall be made on a per diem basis or on an actual subsistence expense basis. The per diem basis reimburses the cost of lodging not to exceed a statutory maximum plus a fixed statutory subsistence allowance. The actual subsistence basis reimburses actual lodging and subsistence costs not to exceed a statutory and/or administratively determined maximum amount. These subsistence allowances (per diem or actual expense method) are intended to reimburse a traveler for having to eat in hotels or restaurants, and for having to rent a room while still maintaining his or her own permanent place of abode. It is supposed to cover EXTRA expenses incident to traveling which have actually been incurred by the traveler.

19-2. General Rules Affecting Entitlement to Per Diem.

a. No Allowance at Official Station. A subsistence allowance shall not be allowed within the limits of the permanent duty station (PDS) or at, or within the vicinity of the residence from which the employee commutes daily to the PDS. The Agency has established a radius or commuting area that is broader than the limits of the PDS within which per diem will not be allowed for travel within one calendar day. (See subparagraph 2-3g.)

b. Travel of 10 Hours or Less (10-Hour Rule). A per diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day.

c. Beginning and Ending of Entitlements. Per diem allowances are computed on the basis of the time the traveler leaves and returns to the home, office or other authorized point of official travel.

d. Deductions for Meals and/or Lodgings Furnished. Where meals and/or lodgings are furnished without charge or at a nominal cost by a Federal Government agency at a temporary duty station, an appropriate deduction shall be made from the authorized per diem rate.

19-3. Lodgings-Plus Per Diem Computation Rules for Travel Within CONUS. The per diem allowances authorized or approved for all official travel within CONUS, including travel incident to a change of official station, shall be computed under the lodgings-plus per diem system as prescribed herein. Under this system, the per diem allowance for each travel day is established on the basis of the actual amount the traveler pays for lodgings plus a prescribed allowance for M&IE--the total not to exceed the applicable maximum per diem rate. The rules provided in subparagraphs 19-3a through d, shall be applied in the specific situations covered.

a. Maximum CONUS Per Diem Rates. Maximum per diem rates prescribed for travel within CONUS are listed in appendix C for certain specific localities. For all CONUS locations not specifically listed, a standard maximum per diem rate of $66 is prescribed. For all CONUS locations, whether or not they are specifically listed in appendix C, the standard CONUS rate applies in certain specified travel circumstances (see subparagraph 19-3b(2) and for subsistence allowances incident to a change of official station. The following elements comprise the per diem allowance:

(1) Maximum Lodging Expense Allowance. The maximum per diem rates include a maximum amount for lodging expenses. The employee will be reimbursed for actual lodging costs incurred up to the applicable maximum amounts listed in appendix C. Original receipts for lodgings are required as provided in subparagraph 19-3c(1).

(2) M&IE Allowance. The maximum per diem rates include a fixed allowance for M&IE related to subsistence. This allowance is reflected in appendix C as the M&IE rate. When the M&IE rate, or fraction thereof, is authorized or approved as provided herein, it is payable to the traveler without itemization of expenses or receipts. The M&IE rate shall be allocated as shown below when making necessary deductions from the per diem for meals furnished to the employee without charge by the Federal Government.

M&IE Rates	$26.00	$34.00
Breakfast	5.00	7.00
Lunch	5.00	7.00
Dinner	14.00	18.00
Incidentals	2.00	2.00

b. Per Diem Allowance Computations. The per diem allowance is to be calculated using the rules stated in subparagraphs 19-3b(1) through (4).

(1) Travel of 10 Hours or Less. Per diem shall not be allowed when the travel period is 10 hours or less during the same calendar day (or employee's workday hours plus two hours for employees who would otherwise qualify for per diem solely on the basis of working a non-standard workday, e.g., four 10-hour days or other compressed or flexible schedule).

(2) More Than 10 Hours. When the travel period is more than 10 hours but less than 24 hours, the following rules apply:

(a) Lodging Not Required. If lodging is not required, the per diem allowance, when authorized, will be based on the total number of hours the employee is in an official travel status and one-fourth of the applicable M&IE rate will be allowed for each 6-hour period of travel or fraction thereof. The 30-minute rule does not apply for CONUS travel.

If more than one temporary duty point is involved (with different M&IE rates) the M&IE rate for the TDY location where the majority of time is spent will apply. Exclude the en route travel time to and from TDY points from this determination.

(b) Lodging Required. If lodging is required, the rules for travel of 24 hours or more apply.

(3) Travel of More Than 24 Hours. The maximum per diem rate (standard CONUS or locality rate from appendix C) for each calendar day of travel shall be determined by the travel status and location of the employee at 12:00 midnight and whether lodging is required at such location. When lodging is required, the applicable maximum per diem rate shall be the maximum rate prescribed in appendix C for the temporary duty location, or a stopover point where lodging is obtained while en route to, from, or between temporary duty locations. Only one maximum rate will be applicable to a calendar day or fraction thereof. The following rules shall be applied in calculating the allowable per diem for travel of more than 24 hours:

(a) Day of Departure.

(i) With Lodging. When lodging is required on the day travel begins (day of departure from the official station or other authorized point), the per diem allowable shall be the actual cost of lodging incurred by the employee, limited to the applicable maximum lodging allowance prescribed in appendix C, plus the applicable M&IE rate prorated as shown below.

(ii) Without Lodging. When lodging is not required on the day travel begins, the per diem allowable shall be the standard CONUS M&IE rate prorated as shown below. (e.g., traveling on common carrier at midnight).

(iii) Method of Prorating M&IE Rate. The M&IE rate shall be prorated by dividing the day of departure into 6-hour periods starting from the actual time travel begins and running through 12:00 midnight. For each 6-hour period, or fraction thereof, one-fourth of the applicable M&IE rate shall be allowed. The 30-minute rule does not apply for CONUS travel.

(b) Full Calendar Days of Travel.

(i) Lodging Required. For each full calendar day that the employee is in a travel status and lodging is required (whether en route or at a temporary duty location), the actual cost of lodging incurred by the traveler shall be added to the applicable M&IE rate. The resulting amount, limited to the maximum per diem rate prescribed for the location in appendix C, shall be the allowable per diem for the full calendar day.

(ii) Lodging Not Required. For any full calendar day of travel when lodging is not required (such as when employee is en route overnight returning to the official station), the maximum per diem rate shall be the M&IE rate applicable to the preceding calendar day.

(c) Day of Return. For the day travel ends (when employee returns to the official station or other authorized point, or arrives at the new official station incident to a change of official station), the per diem allowable shall be the M&IE rate applicable to the preceding calendar day prorated as shown below.

(d) Method of Prorating M&IE Rate. The M&IE rate shall be prorated by dividing the day travel ends into 6-hour periods beginning at 12:01 a.m. and running until the employee arrives at home, office, or other authorized point at the conclusion of the trip. For each 6-hour period, or fraction thereof, one-fourth the applicable M&IE rate shall be allowed. The 30-minute rule does not apply.

(e) Lodging Obtained After Midnight. Although per diem generally is based on the employee's location at midnight, there will be instances in which he/she is en route and does not arrive at the lodging location (either temporary duty location or en route stopover point) until after midnight. In such cases, the lodging shall be claimed for the preceding calendar day and the applicable maximum per diem will be determined as if the employee had been at the lodging location at 12:00 midnight of the preceding day.

(4) Lodging Location Rules.

(a) Lodging at Temporary Duty Location. It is presumed that the employee will obtain lodging at the temporary duty location. However, if the employee obtains lodging away from or outside the temporary duty location because of personal preference or convenience, the allowable per diem shall be limited to the maximum per diem rate prescribed for the temporary duty location.

(b) Lodging Not Available at Temporary Duty Location. In certain circumstances, lodging accommodations may not be available at the temporary duty location and the employee must obtain lodging in an adjacent locality where the prescribed maximum per diem rate is higher than the maximum per diem rate for the location of the temporary duty point. In such instances, if the lodging costs are excessive, the Agency may make an administrative determination on an individual case basis to either authorize or approve the higher maximum per diem rate. If the higher maximum rate is not justified and authorized in advance, the employee must furnish a statement with the travel voucher satisfactorily explaining the circumstances that caused him/her to obtain lodging in an area other than at the temporary duty point designated in the travel authorization.

(5) Maximum Rate Applicable to Change of Official Station Travel. The standard CONUS rate shall be the applicable maximum per diem rate for en route travel performed incident to a change of official station.

c. Receipt Requirements and Allowable Lodging Expenses.

(1) Lodging Receipt Requirements. Original receipts shall be required to support all lodging costs for which an allowance is claimed under the lodgings-plus per diem system except that a statement instead of a receipt may be accepted for the fee or service charge incurred for the use of Government quarters.

(a) Double Occupancy. If the lodging receipt shows a charge for double occupancy, such fact shall be shown on the travel voucher with the name, and employing agency or office, of the person sharing the room if such person is a Government employee on official travel. One-half of the double occupancy charge shall be allowable for each employee. If the person sharing the room is not another Government employee on official travel, identification of the person sharing the room is not required and the employee may be allowed the single room rate.

(b) Receipts Lost or Impractical to Obtain. If receipts have been lost or destroyed or are impractical to obtain, a statement acceptable to the Agency explaining the circumstances shall be furnished with the travel voucher, including the name and address of the lodging facility, the dates the lodging was obtained, and the cost incurred. The Agency may require employees to obtain copies of lost or destroyed receipts from the lodging establishment.

(2) Allowable Lodging Expenses. The traveler will be reimbursed only for his/her actual cost of lodging up to the maximum amount. No minimum amount is authorized for lodging under the lodgings-plus per diem system since reimbursement is based on the actual cost of lodging incurred by the employee. Expenses incurred in the situations described below will be allowed as lodging expenses.

(a) Conventional Lodging. When an employee uses conventional lodging facilities (hotels, motels, and boarding houses, etc.), the allowable lodging expense will be based on the single room rate for the lodging used.

(b) Government Quarters. A fee or service charge paid for the use of Government quarters is an allowable lodging expense.

(c) Lodging With Friends or Relatives. When the employee obtains lodging from friends or relatives (including members of the immediate family) with or without charge, no part of the per diem allowance will be allowed for lodging unless the host actually incurs additional costs in accommodating the traveler. In such instances, the additional costs substantiated by the employee and determined to be reasonable by the Agency may be allowed as a lodging expense. Neither costs based on room rates for comparable commercial lodging in the area nor flat "token" amounts will be considered as reasonable.

(d) Lodging in Nonconventional Facilities. When no conventional lodging facilities are present (e.g., in remote areas) or when there is a shortage of rooms because of an influx of attendees at special

events (e.g., world's fairs or international sports events), costs of lodging obtained in nonconventional facilities may be allowed. Such facilities may include college dormitories or similar facilities and rooms generally not offered commercially that are made available to the public by area residents in their homes. In such cases, the traveler must provide an explanation of the circumstances and costs which is acceptable to the Agency.

(e) Use of Travel Trailer or Camping Vehicle for Lodgings. A per diem allowance for lodging may be allowed when the traveler uses a travel trailer or camping vehicle while on temporary duty assignments away from his/her official station.

d. Deviation From Lodgings-Plus Per Diem System. The Agency may determine that the lodgings-plus per diem system is not appropriate for certain travel assignment situations, such as when quarters or meals, or both, are provided at no cost or at a nominal cost by the Government or when for some other reason the subsistence costs to be incurred by the employee can be determined in advance. In such instances a specific per diem rate may be established within the maximum per diem otherwise applicable to the travel situation and appropriate reductions made provided the exception from the lodgings-plus per diem system and the specific per diem rate are authorized in advance on the travel authorization by an appropriate official of the Agency. Such specific per diem rate authorized on the travel authorization shall be the per diem rate payable on the travel voucher without receipts and/or itemization by the employee.

19-4. Mixed Travel Reimbursements.

a. Mixed Travel. Mixed travel occurs when official travel within a single trip is subject to payment of the daily subsistence expenses under different reimbursement systems (e.g., CONUS lodgings-plus, outside CONUS quarter day, or actual subsistence expense).

b. General Rule. Reimbursement for subsistence expense will be computed under only one method of reimbursement for each calendar day. Reimbursement for each day will be subject to only one maximum rate, except for travel outside CONUS which may require different rates within a calendar day due to the quarter day per diem calculation method.

19-5. Reductions in Maximum Per Diem Rates When Appropriate. The Agency may, in individual cases or situations, authorize a reduced per diem rate under certain circumstances, such as when lodgings and/or meals are obtained by the employee at a reduced cost or furnished to the employee at no cost or a nominal cost by the Government; or when for some other reason the subsistence costs to be incurred by the employee can be determined in advance. The Agency should consider any known factors that will cause the traveler's subsistence expenses in a specific situation to be less than the applicable maximum rates. If it can be determined in advance of the travel that such factors are present, the Agency should authorize a reduced rate that is commensurate with the known expense levels. Such reduced rate authorized on the FEMA Form 60-2 shall be the per diem rate payable on the SF 1012 without

receipts and/or itemization by the employee. When reduced rate situations involve partial days, the Agency may either prorate the rate by quarters or prescribe a special reduced rate for the partial travel days. Specific guidelines for reducing rates and situations where reduced rates may be appropriate are provided below.

a. When No Lodgings Expenses Incurred. For travel within or outside CONUS which is less than 24 hours or in any other travel situation where lodging expenses will not be incurred, including instances where lodging is furnished by the Government without charge, the maximum per diem rate shall be reduced accordingly. For CONUS travel, the lodgings-plus per diem system automatically reduces the maximum per diem rate to the M&IE rate (or fraction thereof). When lodging is furnished at no cost to the employee through use of an Agency purchase order, the Agency shall not authorize or approve a per diem allowance for other subsistence expenses that will, when combined with the cost of lodging furnished, exceed the applicable maximum per diem rate.

b. When Meals/Lodgings are Furnished by the Government. When all or part of the meals and/or lodgings are furnished at no cost or at a nominal cost to the employee by the Federal Government, the applicable maximum per diem rate or the M&IE rate, as appropriate, shall be reduced to a daily amount commensurate with the remaining expenses expected to be incurred by the employee. If a reduced per diem rate was not authorized in advance of the travel, an appropriate deduction shall be made from the total per diem payable on the SF 1012.

c. Extended Stays. When travel assignments involve extended periods of more than 30 days at temporary duty locations and travelers are able to secure lodgings and/or meals at lower costs, the per diem rate should be reduced accordingly.

d. Meetings and Conventions. In the interest of uniform treatment of employees, whenever a meeting or conference is arranged which will involve the travel of attendees from other agencies or components of the same agency, and reduced cost lodging accommodations have been prearranged at the meeting or conference site, the agency or agencies sponsoring the meeting or conference shall recommend to the other participating agencies or components a per diem allowance that would be reasonable.

19-6. Per Diem Allowance Computations for Special Situations.

a. Per Diem for Weekly or Monthly Rentals.

(1) Types of Expenses Included in Lodging Costs. When an employee rents a room, apartment house, or other lodging incident to a temporary duty assignment, the following expenses may be considered part of the lodging cost: the rental cost; if unfurnished, the rental cost of appropriate and necessary furniture and appliances, such as a stove, refrigerator, chairs, tables, bed, sofa, television, and vacuum cleaner; cost of connection, use, and disconnection of utilities; cost of reasonable

maid fee and cleaning charges; monthly telephone use fee (does not include installation and long-distance calls); and, if ordinarily included in the price of a hotel or motel room in the area concerned, the cost of special user fees, such as cable TV charges and plug-in charges for automobile head bolt heaters.

(2) Computation of Daily Lodging Costs. When the employee obtains lodging on a weekly or monthly rental basis, the daily lodging cost shall be computed by dividing the total lodging cost for the expenses listed above, by the number of days the accommodations are actually occupied, provided that the employee acts prudently in renting by the week or month, and that the cost to the Government does not exceed the cost of renting conventional lodging at a daily rate. Otherwise the daily lodging cost shall be computed by dividing by the number of days in the rental period (e.g., 7 or 30 days, as appropriate) unless the TDY period is for a shorter number of days.

(3) Per Diem Allowable.

(a) Under the lodgings-plus system for CONUS travel, the allowable per diem consists of the daily lodging cost calculated under subparagraph 19-6a(2), plus the applicable M&IE rate not to exceed the maximum per diem rate prescribed for the location involved.

(b) When a reduced per diem rate is being established in advance of the travel, the daily lodging cost calculated in subparagraph 19-6a(2), shall be added to the amount determined by the Agency to be necessary for meals and incidental expenses.

b. Transition Between Reimbursement Methods.

(1) Travel Within CONUS. Subsistence expenses for the majority of travel within CONUS will be reimbursed on a per diem basis for each calendar day. However, when actual expense reimbursement for certain travel days is intermittent with the per diem method for others, the traveler's status and location at 12:00 midnight on any given day control the method of reimbursement for that day.

(2) Travel To, From, Between, or While at Locations Outside CONUS (OCONUS). For per diem computation rules refer to Part IV.

c. Per Diem Computations When Temporary Duty is Curtailed, Canceled, or Interrupted for Official Purposes (see 59 Comp. Gen. 609 (1980), 59 Comp. Gen. 612 (1980), 60 Comp. Gen. 630 (1981), and cases cited therein). When an employee has made advance arrangements for lodging (such as those described in subparagraph 19-6a or b), with reasonable expectation of the travel assignment being completed as ordered or directed, and subsequently the temporary duty assignment is curtailed, canceled, or interrupted for official purposes, or for other reasons beyond the employee's control that are acceptable to the Agency, lodging costs may be calculated and paid as follows:

(1) Travel Assignments Curtailed or Interrupted. When the temporary duty assignment is curtailed or interrupted for the benefit of the Government or for other reasons beyond the employee's control and the employee is unable to obtain a refund of prepaid rent, expenses incurred for unused lodging may be reimbursed under the following conditions:

(a) Determination of Reasonableness. The Agency must determine that the employee acted reasonably and prudently in incurring allowable lodging expenses pursuant to temporary duty travel orders. Included in this determination should be a consideration of whether the employee sought to obtain a refund of the prepaid lodging cost or otherwise took steps to minimize the costs once the temporary duty was officially curtailed or interrupted.

(b) Adjusted Calculation and Reimbursement of Lodging Costs. If the Agency determines that the employee acted reasonably, the unused portion of the prepaid lodging cost may be reimbursed as follows:

(i) The daily lodging costs for the period covered by the voucher shall be calculated by dividing the total cost for the rental period by the number of days of actual occupancy. The total of the lodging costs thus calculated plus the appropriate daily amount authorized for meals and incidental expenses may be reimbursed not to exceed the per diem rate authorized in the employee's travel orders for the days that the lodging was occupied.

(ii) If the authorized per diem rate is insufficient for the days of occupancy, the daily lodging cost calculated in subparagraph 19-6c(1)(b)(i) plus the amount authorized for meals and incidental expenses may be reimbursed on an actual expense basis not to exceed appropriate maximum daily rates.

(iii) The excess amount (if any) of the unrefunded lodging cost not reimbursed under subparagraph 19-6c(1)(b)(ii), may be paid as a miscellaneous travel expense incident to the travel assignment, if otherwise proper.

(iv) In instances where the travel assignment was interrupted for official purposes (e.g., when the employee is directed to perform temporary duty at another location), allowable subsistence expenses (if any) incurred during the interruption may be reimbursed separately from those reimbursements outlined in subparagraphs 19-6c(1)(b)(i) and (ii), if otherwise proper, and in conformance with the provisions of this chapter.

(2) Travel Assignment Canceled. When the employee incurs lodging expenses in reasonable expectation of a travel assignment being completed as ordered or directed, and due to a change in travel orders the travel assignment is canceled prior to its commencement, the prepaid lodging expenses may be reimbursed as a miscellaneous travel expense provided the amounts are reasonable and all other conditions are met.

(3) Forfeited Rental Deposits. If, in situations described in subparagraphs 19-6c(1) and (2), the employee was required by the terms of a lease or rental agreement to pay a rental deposit and all or part of the deposit is forfeited to cover unpaid lodging costs, the amount of the forfeited deposit may be reimbursed as a miscellaneous travel expense provided the conditions in subparagraph 19-6c(1)(a), are met. Reimbursement for deposits forfeited for damages to lodging accommodations shall not be allowed.

19-7. Time Determinations.

a. Duty to Record Pertinent Times. The date and hour of departure from the arrival at the official station or any place which official travel begins or ends must be shown on the travel voucher. The same information must be shown for temporary duty when such arrival or departure affects the per diem allowance or other travel expenses. Other points visited should also be shown but the time of arrival and departure need not be entered.

b. Use of Standard Time. The hours of departure and arrival recorded on the voucher shall be the standard time in effect at the place involved. (See 15 USC 262.)

19-8. Interruptions of Per Diem Entitlement. For purposes of this paragraph, the term "place of abode" means the place from which the employee commutes daily to the official station.

a. Leave and Nonworkdays.

(1) General. Leave of absence for one-half, or less, of the prescribed daily working hours shall be disregarded for per diem purposes. Where the leave is more than one-half of the prescribed daily working hours, no per diem shall be allowed for that day.

(2) Nonworkdays. Legal Federal Government holidays and weekends or other scheduled nonworkdays are considered nonworkdays. Employees are considered to be in a per diem status on nonworkdays except when they return to their official station or place of abode, or under the conditions stated in subparagraphs 19-8(a) and (b).

(a) Leave Before and After Nonworkdays. Per diem shall not be paid for nonworkdays when:

(i) Employees are in a leave status at the end of the workday before the nonworkdays and at the beginning of the workday following the nonworkdays, and

(ii) The period of leave on either of those days is more than one-half of the prescribed working hours for that day.

(b) Leave Between Nonworkdays. Per diem shall not be paid for more than 2 nonworkdays in cases where leave of absence is taken for all of the prescribed working hours between the nonworkdays.

b. Return to Official Station for Nonworkdays.

(1) Required Return--Official Business. An employee who is required by appropriate Agency officials to return to his or her official station for the nonworkdays to perform official business or because it is otherwise advantageous to the Government shall be allowed the round-trip transportation expenses and per diem for the en route travel.

(2) Authorized Return--Substantial Cost Savings. An agency may authorize per diem and transportation expenses to an employee to return home for nonworkdays where a significant cost savings will be achieved. Travel time shall be scheduled within the employee's duty hours to the extent practicable. The cost of lost productivity attributable to the duty hours involved in traveling to and from the employee's residence for nonworkdays shall be considered in determining the cost savings (Comptroller General B-202544, August 31, 1981).

(3) Authorized Return Incident to Extended Temporary Duty. Employees who are required to routinely perform extended periods of temporary duty may, at Agency discretion and within the limits of appropriations available for payment of travel expenses, be authorized round-trip transportation expenses and per diem en route for periodic return travel to their official station or places of abode for nonworkdays. Agencies are cautioned that this authority is to be used with the utmost discretion and consideration of the length and purpose of the temporary duty assignments and the distance of the return travel. (See 55 Comptroller General 1291 (1976).) The periodic return travel may be authorized as provided in subparagraphs 19-8b(3)(a) and (b).

(a) The head of the Agency has determined, based on an appropriate cost analysis, that the costs of periodic weekend return travel (including the costs of potential overtime, if applicable) are outweighed by savings in terms of increased employee efficiency and productivity, as well as reduced costs of recruitment and retention of employees. This cost analysis shall be conducted no less frequently than every other year.

(b) Return travel for nonworkdays authorized under these provisions constitutes an exception to the directive on scheduling of travel contained in 5 USC 6101(b)(2) and therefore should be performed outside the employee's regularly scheduled duty hours or during periods of authorized leave. However, in the case of employees not exempt from the Fair Labor Standards Act overtime provisions, consideration should be given to scheduling the authorized travel to minimize payment of overtime, including scheduling of travel during regularly scheduled duty hours when necessary. (See OPM regulations for further guidelines covering overtime during travel.)

(4) Voluntary Return. When an employee voluntarily returns to his/her official station or place of abode for nonworkdays, the maximum reimbursement for the round-trip transportation and per diem en route shall be limited to the per diem allowance and travel expenses which would have been allowed had the employee remained at the temporary duty station. The employee shall perform any such voluntary return travel during nonduty hours or periods of authorized leave.

c. Indirect Route or Interrupted Travel. If there is an interruption of travel or deviation from the direct route resulting in excess travel time because of an employee's personal preference or convenience or through the taking of leave, the per diem allowed shall not exceed that which would have been allowed on uninterrupted travel by a direct or usually traveled route except for certain emergency travel situations. (See subparagraph 19-8d.)

d. Illness or Injury or a Personal Emergency Situation. Provisions governing per diem allowable for emergency travel performed due to an employee's incapacitating illness or injury because of a personal emergency situation, as well as the continuation of per diem due to incapacitating illness or injury of the employee are found in paragraph 19-9.

19-9. Illness or Injury While in Travel Status.

a. Continuation of Subsistence Allowance. Whenever a traveler takes a leave of absence of any kind because of being incapacitated due to illness or injury (not as a result of misconduct) the prescribed subsistence allowance, if any, will be continued for periods not to exceed 14 calendar days (including fractional days) in any one period of absence unless, under the circumstances in a particular case, a longer period is authorized. In the event that a traveler is hospitalized, he/she shall be in a per diem status. This requirement applies to the automatic actual subsistence areas as well as to other areas where actual subsistence may be authorized.

b. Evidence of Illness or Injury Required. No additional evidence of the illness or injury need be submitted with the travel voucher, but the type of leave and duration must be shown on the voucher.

c. Receipt of Insurance Payments. If, while in travel status, the traveler receives hospitalization (or is reimbursed for hospital expenses) under any Federal statute other than 5 USC 8901-8913, the per diem allowance will not be paid for the period involved or, if paid, will be collected from the traveler.

(1) No subsistence allowance is allowed when hospitalization is provided by a Veterans/Military hospital or when reimbursement for hospitalization is made under the Employee's Compensation Act.

(2) Subsistence allowances are allowed when expenses are paid by an insurance carrier either through private or Government health plans.

d. Return to Official Station Due to Illness or Injury. Per diem may be authorized or approved whenever an employee is returning to his/her official station because of illness or injury (not due to his/her own misconduct) which occurred while en route to or while at a temporary duty station prior to completion of the temporary duty assignment.

19-10. Per Diem Policy. For official Agency business travel performed on a per diem basis, the per diem rates for travel in the continental United States are established using the lodgings-plus method. Under this method, a M&IE amount is added to the cost of lodging and the resulting amount is not to exceed the current maximum allowable per diem rate. See appendix C.

19-11. Expenses Covered by Per Diem. The established per diem is expected to cover charges for:

a. Meals, including tips of no more than 15 percent;

b. Lodging/shared lodging;

(1) Employee traveling alone is restricted to actual room cost plus actual tax;

(2) Lodging shared with other employee(s)--each shall use a pro rate part in determining the lodging cost;

(3) Lodging shared with family--the employee will obtain and use the single occupancy rate for the lodging cost;

c. Personal use of room during the day;

d. Baths;

e. Fees and tips to waiters, porters, baggagemen, bellboys, hotel maids, dining room stewards, all domestic service personnel on ships, and hotel servants in foreign countries;

f. Telegrams and telephone calls reserving hotel/motel accommodations;

g. Laundry, cleaning and pressing of clothing;

h. Fans; and

i. Transportation between places of lodging or business and places where meals are obtained. However, if the nature and location of the work at a temporary duty station are such that suitable meals cannot be obtained there, the expense of daily travel required to obtain meals at the nearest available place may be approved. A statement of justification must accompany the travel voucher.

19-12. Per Diem Locations and Maximum Rates. A per diem allowance may be authorized for travel on official business subject to the following rules:

a. Continental United States.

(1) Per diem may be authorized for official business travel within the continental United States, subject to the limitations in subparagraphs 19-11a and b, at a rate not to exceed the current maximum rate. See appendix C.

(2) Per diem shall not be authorized for travel within the local travel area of the official duty station except where specific and acceptable justification, that specifically deals with the mission of the Agency and not the consideration of the employee, is shown on the travel authorization.

19-13. Computation of Per Diem Allowances.

a. Maximum CONUS Per Diem Rates. Maximum per diem rates prescribed for travel within CONUS are listed in appendix C for certain specific localities. For all CONUS locations not specifically listed, a standard maximum per diem rate of $66 is prescribed. The standard CONUS rate applies for subsistence allowances incident to a change of official station. The following elements comprise the per diem allowance.

(1) Maximum Lodging Expense Allowance. The maximum per diem rates include a maximum amount for lodging expenses. The employee will be reimbursed for actual lodging costs incurred up to the applicable maximum amounts listed in appendix C. Receipts for lodging are required.

(2) M&IE Allowance. The maximum per diem rates include a fixed allowance for M&IE related to subsistence. This allowance is reflected in appendix C as the M&IE rate. When the M&IE rate, or fraction thereof, is authorized or approved as provided herein, it is payable to the traveler without itemization of expenses or receipts.

19-14. Receipts Required. Original receipts must be attached to the vouchers in support of claims for lodging. Receipts for other items must be furnished for certain allowable cash expenditures in excess of allowable rate, plus an applicable tax. Each claim for per diem in lieu of subsistence must be computed based on the average cost of lodging which is certified accordingly by the traveler signing in block 13 of the SF 1012.

19-15. Mixed Travel (Per Diem and Actual Subsistence Expense) Reimbursement. Mixed travel involves more than one maximum reimbursement rate during a single trip and/or reimbursement on both a per diem and an actual subsistence basis. Generally, the applicable rate and/or reimbursement method for each calendar day (beginning at 12:01 a.m.) will be determined by the employee's status and location at 12:00 midnight of each calendar day. Only one rate and reimbursement method will be authorized for any given day except when reimbursement is authorized for occasional meals or lodging. The reimbursement method and maximum rate for the day of departure from the official

station will be the same as that authorized for the first location where lodging is required. On the day of return to the official station, the same method and maximum rate of reimbursement applicable to the previous calendar day shall apply.

19-16. Per Diem Allowances for Use of a Recreational Vehicle for Lodging. The term "recreational vehicle" includes mobile homes, campers, camping trailers, or self-propelled mobile recreational vehicles.

a. Privately-Owned.

(1) Lodging Costs. When an employee uses a privately-owned camping or recreational vehicle while on official travel, allowable expenses which may be considered as a lodging cost include parking fees; fees for connection, use and disconnection of utilities (electricity, gas, water, and sewage); bath or shower fees; and dumping fees. Depreciation shall not be considered as a lodging cost.

(2) Meals and Incidental Expenses. The Agency shall determine an appropriate amount for meals and incidental expenses based on whether the type of recreational vehicle used by the employee has meal preparation facilities. When use of the recreational vehicle is for a temporary duty assignment within CONUS, such amount shall not exceed the applicable M&IE rate.

(3) Per Diem Computation. The daily lodging costs plus an appropriate rate for meals and incidental expenses determined under subparagraph 19-16a(2), shall be the per diem rate, limited to the applicable maximum rate prescribed for the locality involved. An agency may authorize a reduced per diem rate within the applicable maximum per diem rates if the actual costs expected to be incurred can be determined in advance of the travel.

b. Rented Recreational Vehicle. When the use of a rented recreational vehicle is authorized or approved as advantageous to the Government the rental fee and the allowable expenses shown in subparagraph 19-16a(1), may be considered as lodging costs. Advantageous use might occur when the employee is on an extended temporary duty assignment in a remote area or where conventional lodging facilities are limited or not available. If use of a rented recreational vehicle is not authorized or approved as advantageous, only those expenses listed in subparagraph 19-16a(1), may be considered as lodging costs.

19-17. Leave While in Travel Status. For rules governing leave while on temporary duty assignment, consult paragraph 19-8.

19-18. General. The provisions contained herein apply to travel within and outside CONUS.

a. Actual Subsistence Authority. Those delegated in paragraph 1-9 may authorize or approve reimbursement for the actual and necessary subsistence expenses of official travel when such expenses are unusually high due to special or unusual circumstances or for occasional meals and/or lodging as provided herein. This authority shall be used for individual travel assignments or specific travel situations only after appropriate consideration of the actual facts existing at the time the travel is directed and performed.

b. Relationship to Per Diem. Generally, authorization or approval of actual subsistence expenses is contingent on the entitlement to per diem. Except as otherwise provided herein, the definitions and rules applicable to the employee's entitlement to a per diem allowance shall apply to travel on an actual expense basis.

c. Allowable Expenses. Actual subsistence expense reimbursement may be allowed for the same types of expenses that are covered by the per diem allowance provided such expenses are determined to be actual and necessary expenses incident to the particular travel assignment.

d. Prudent Traveler. An employee traveling on the actual subsistence expense basis is expected to exercise the same care in incurring expenses as for travel on a per diem basis.

19-19. Conditions Warranting Authorization or Approval of Actual Expenses.

a. Travel Assignments Involving Special or Unusual Circumstances. Travel on an actual subsistence expense basis may be authorized or approved for travel assignments within and outside CONUS when the applicable maximum per diem rate is inadequate due to special or unusual circumstances. The maximum per diem rate, although generally adequate, may be insufficient for a particular travel assignment because the actual and necessary subsistence expenses are unusually high due to special duties or because subsistence costs have escalated temporarily during special events. Actual subsistence expense reimbursement shall not be authorized or approved when the actual and necessary subsistence expenses exceed or are expected to exceed the applicable maximum per diem allowance by only a small amount. Since lodging costs constitute a major portion of the subsistence expenses, travel on an actual expense basis may be authorized or approved for travel when, due to special or unusual circumstances, the lodging costs absorb all or nearly all of the applicable maximum per diem allowance. Examples of travel assignments or situations that may warrant authorization or approval of actual and necessary expenses include but are not limited to the following:

(1) The employee attends a meeting, conference, or training session away from the official duty station where lodging and meals must be procured at a prearranged place (such as the hotel where the meeting, conference, or training session is being held) and the lodging costs incurred, because of these prearranged accommodations, absorb all or practically all of the applicable maximum per diem allowance;

(2) The travel is to an area where the applicable maximum per diem allowance is generally adequate but subsistence costs have escalated for short periods of time during special functions or events such as missile launching periods, international or national sports events, world's fairs, conventions, or natural disasters;

(3) Based on a situation described in subparagraph 19-19a(2), affordable lodging accommodations are not available or cannot be obtained within a reasonable commuting distance of the employee's temporary duty point and transportation costs to commute to and from the less expensive lodging facility consume most or all of the savings achieved from occupying less expensive lodging;

(4) The employee, because of special duties of the assignment, necessarily incurs unusually high expenses in the conduct of official business, such as to procure superior or extraordinary accommodations including a suite or other quarters for which the charge is well above that which he/she would normally have to pay for accommodations; or

(5) The employee necessarily incurs unusually high expenses incident to his/her assignment to accompany another employee in a situation as described in subparagraph 19-19a(4).

b. Situations Requiring Reimbursement for Occasional Meals and/or Lodging. Although lodging and/or meals are furnished without cost (or at a nominal cost) for a particular assignment, the employee may necessarily incur expenses for occasional lodgings and/or meals. The Agency may approve reimbursement of appropriate expenses incurred for occasional meals or lodging that are determined to be necessary and justified by the circumstances involved. For travel assignments within CONUS the actual expense allowable for lodging or each meal may not exceed the lodging or individual meal allowance set out in appendix C or 150 percent of those amounts if special or unusual circumstances are involved; for travel assignments outside CONUS, similar limitations on the amount of reimbursement for such expenses shall be determined by the authorizing FEMA official.

19-20. Maximum Daily Rates and Reimbursement Limitations. The maximum amount of reimbursement for actual subsistence expenses that may be authorized or approved for each calendar day or fraction thereof is as provided in subparagraphs 19-20a and b. FEMA officials shall determine appropriate and necessary daily maximum rates not to exceed these amounts when authorizing or approving travel. Maximum daily rates need not be prorated for fractions of a day; however, see reimbursement limitations prescribed below.

a. Travel Within CONUS.

(1) Maximum Daily Rates. For travel within CONUS, the maximum daily rate for subsistence expenses shall not exceed 150 percent of the applicable maximum per diem rate (rounded to the next highest dollar) prescribed in appendix C for the travel assignment location.

(2) Reimbursement Limitation. When the actual subsistence expenses incurred during any one day are less than the maximum daily rate authorized, the employee shall be reimbursed only for the lesser amount. Expenses incurred and claimed (including those for fractional days) shall be reviewed and allowed only to the extent determined to be necessary and reasonable by the FEMA official. Reimbursement for meals and incidental expenses shall not, under any circumstances, exceed 150 percent of the M&IE rate applicable to the temporary duty location.

(3) The FEMA official may limit reimbursement for meals and incidental expenses to 100 percent of the applicable M&IE rate and deviate from the requirement for receipts and/or itemization of such expenses. In such instances the M&IE rate shall be prorated for partial days of travel.

b. When Lodging is Procured Through Use of an Agency Purchase Order. When actual subsistence expense reimbursement is authorized or approved and lodging is furnished to the employee at no cost through use of an Agency purchase order, the Agency shall not authorize or approve reimbursement for other subsistence expenses that will, when combined with the cost of lodging furnished, exceed the maximum daily rate authorized in subparagraph 19-20a.

19-21. Authorization or Approval.

a. Requests for Authorization or Approval of Actual Expense Reimbursement. It is the employee's responsibility to request authorization or approval for actual subsistence expense reimbursement when conditions appear to warrant such reimbursement and to furnish appropriate justification to support the request.

b. Prior Authorization of Actual Expense Travel. Normally, travel on an actual expense basis should be authorized in advance and the daily maximum rate authorized by the FEMA official shall be stated in the travel authorization.

c. Approval After Travel is Completed. If travel is performed without prior written authorization or is authorized on a per diem basis and otherwise conforms to the provisions, reimbursement for actual and necessary subsistence expenses may be approved after completion of the travel.

19-22. Requirements for Documentation, Review and Administrative Controls.

a. Documentation of Actual Expenses on SF 1012.

(1) Itemization. When travel is authorized or approved on an actual subsistence expense basis, the employee shall itemize on the travel voucher each expense for which reimbursement is claimed on a daily basis. Meals must be itemized separately; e.g., breakfast, lunch, and dinner. Those expenses that do not usually accrue on a daily basis, such as laundry and cleaning and pressing of clothing, may be averaged over the number of days that actual expense reimbursement is authorized or approved.

(2) Receipts. Original receipts shall be required for lodging, regardless of amount, and any individual meal when the cost is over $25. FEMA officials may, at their discretion, require receipts for other allowable subsistence expenses; however, the employee must be informed of this requirement in advance of the travel. The provisions covering double occupancy and missing receipts apply.

(3) Exception to Receipts and/or Itemization Requirement. When reimbursement for meals and incidental expenses is limited to 100 percent of the applicable M&IE rate (as provided in subparagraph 19-20a(3)), receipts and/or itemization of meals and incidental expenses as provided in subparagraphs 19-22a(1) and (2), need not be required except at the discretion of FEMA reviewing officials.

b. Agency Review and Administrative Controls. Procedures shall be established by each FEMA authorization official to ensure that actual subsistence expense reimbursement under these provisions is properly administered and controlled to prevent abuse of the authority contained herein. An appropriate review of the justification for travel on an actual subsistence expense basis shall be made. Expenses claimed by an employee shall be reviewed to determine whether the expenses are reasonable and allowable subsistence expenses and necessarily incurred in connection with the travel assignment.

19-23. Mixed Travel (Per Diem and Actual Subsistence Expense) Reimbursement.

a. Generally, when actual expense reimbursement is authorized or approved for a particular temporary duty location, and is the only reimbursement system involved, the partial day of travel to and from that location also will be on an actual expense basis. However, if the en route travel to or from the actual expense location entails more than one day, authorizing officials may approve actual expense reimbursement, or per diem, whichever is administratively advantageous and commensurate with the expenses expected to be incurred by the traveler.

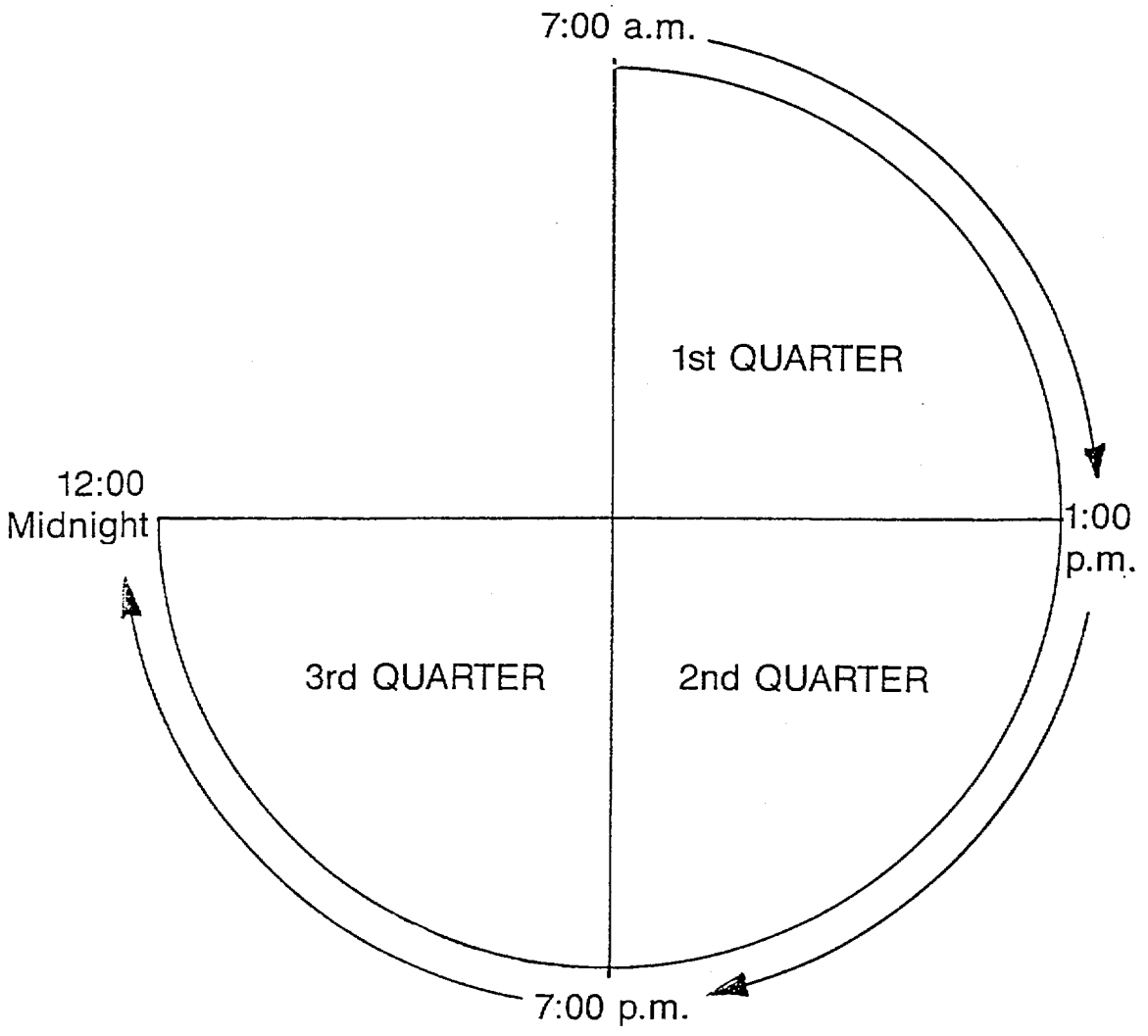
b. If actual expense reimbursement authorized for particular locations is intermingled with per diem at other locations in a single trip, either within or outside CONUS, the authorizing official shall determine when the transition between reimbursement systems occurs, provided that only one method or system is authorized for any given calendar day.

19-24. Interruption of Subsistence Entitlements. The provisions applicable to interruptions of per diem entitlements (leave and nonworkdays, return to official station for nonworkdays, indirect route or interrupted travel, and illness or injury or a personal emergency situation) shall also apply to travel on an actual subsistence basis.

Figure 19-1

Computation of Per Diem on Day of Departure

Each quarter represents 1/4 of $26 or $6.50 per quarter or 1/4 of $34 or $8.50 per quarter, whichever is applicable for the assignment location listed in appendix C.

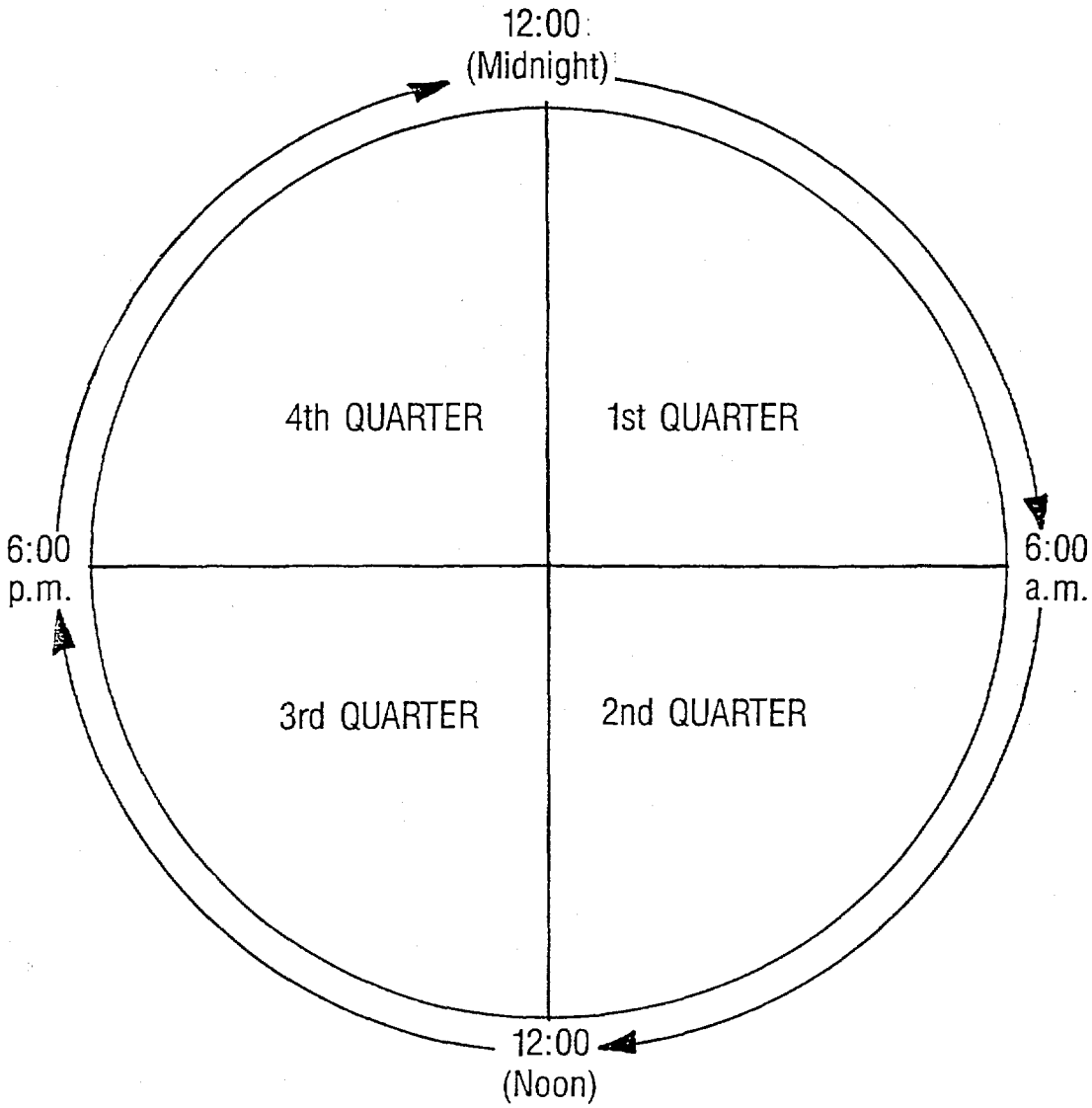


When lodging is required on the day travel begins (day of departure from the official station or other authorized point), the per diem allowable shall be the actual cost of lodging incurred by the employee, limited to the applicable maximum lodging allowance prescribed in appendix C, plus the applicable M&IE rate prorated as follows: The M&IE rate shall be prorated by dividing the day of departure into 6-hour periods starting from the actual time travel begins and running through 12:00 midnight. For each 6-hour period, or fraction thereof, one-fourth of the applicable M&IE rate shall be allowed.

Figure 19-2

Computation of Per Diem on Day of Return

Each quarter represents 1/4 of $26 or $6.50 per quarter or 1/4 of $34 or $8.50 per quarter, whichever is applicable for the assignment location listed in appendix C.



For the day travel ends (when employee returns to the official station or other authorized point, or arrives at the new official station incident to a change of official station), the per diem allowable shall be the M&IE rate applicable to the preceding calendar day prorated as follows: The M&IE rate shall be prorated by dividing the day travel ends into 6-hour periods beginning at 12:01 a.m. and running until the employee arrives at home, office, or other authorized point at the conclusion of the trip. For each 6-hour period, or fraction thereof, one-fourth of the applicable M&IE rate shall be allowed.

Chapter 20

Miscellaneous Expenses

20-1. Definitions. Miscellaneous expenses are allowable travel expenses which cannot be classified as either subsistence or transportation.

20-2. Allowable Expenses. The following items may be reimbursed when authorized by an authorizing official:

a. Charges for necessary stenographic or typing services or rental of typewriters in connection with the preparation of reports or correspondence, clerical assistance, services of guides, interpreters, packers, drivers of vehicles, and storage of property used on official business.

b. Charges for the hire of a room at a hotel or other place necessary to transact official business shall be allowed when specifically authorized or approved. Contact the local GSA office to determine the availability of Government owned space. State on SF 1012 GSA HAS BEEN CONTACTED.

c. Telegrams, radiograms, and telephone calls (local and long distance) on official business shall be allowed when justified on the SF 1012. Local calls may be claimed on the travel voucher by showing the total number of calls and the applicable rates. Each long distance call must be listed separately showing the cost, the destination, and the individual called. Collect service shall be used whenever possible for telegrams and radiograms. Travelers are expected to familiarize themselves with the availability of FTS facilities and use them whenever possible.

d. Costs of traveler's checks, money orders, or certified checks shall be allowed when purchased in connection with official travel. The amount of the checks or money orders may not exceed the amount of funds necessary to cover the estimated reimbursable expenses.

e. Miscellaneous expenditures not specifically named herein may be allowed when incurred by the traveler in connection with the transaction of official business and properly justified.

20-3. Payment to Government Employees. Neither payment nor reimbursement shall be allowed under any agreement made by the traveler with an employee of the Government for personal services.

20-4. Method of Payment and Receipt Requirements.

a. When cash payment is made for a miscellaneous expense of less than $25, reimbursement for the charges actually incurred may be allowed provided the charge is itemized on the voucher showing the quantity, unit, unit price, and total price. Receipts need not be submitted for such expenses. However, a receipt showing the detail may be submitted in lieu of showing the detail on the voucher.

b. Receipts shall be required for any claim for a miscellaneous expense in excess of $25. If it is not possible to obtain a receipt, the voucher must include a statement of the reason(s) therefore.

c. Whenever possible, travelers should make payment in cash for miscellaneous expenses. In UNUSUAL SITUATIONS, it may be necessary to have the vendor bill the Agency directly. In these cases, the traveler should instruct the vendor to submit the bill on a Government Voucher Form (normally SF 1034) or on the vendor's billing form through regular channels to the Office of the Comptroller, the Regional Administrative Unit, or the Disaster Support Team. The billing must show the dates of service, quantity, unit, unit price, total billing, and such other particulars as may be needed for a clear understanding of the charge. The employee will be responsible for obtaining any approvals which may be required from other offices in the Agency.

Chapter 21

Allowances Connected with the Death of Employees

21-1. Authority. Title 5, USC, Sections 5742 and 8134, set forth the circumstances under which the Director, FEMA, may authorize the payment of allowable expenses incurred in connection with the death of employees of the United States, or their dependents while; (a) performing official travel and temporary duty; (b) absent from duty at temporary duty station; and (c) at official duty station outside the continental United States.

21-2. Responsibility. It is the responsibility of the head of each organizational unit, or the designee, upon being informed of the death of an employee, or dependent, which occurred while in any status applicable to the provisions of this chapter, to immediately inform the decedent's next of kin or legal representative of the provisions of this chapter. The head of each organizational unit, or designee, will render every reasonable assistance in arranging for preparation and transportation of the remains of the decedent when death occurs during travel status or at a duty station outside the United States. The head of the organizational unit or designee will also provide necessary assistance for the return of the decedent's dependents and household goods to the official residence when the decedent's official duty station was outside the continental United States.

21-3. Death Resulting from Injuries Sustained in the Performance of Official Duty.

a. At the discretion of the Secretary of Labor, the United States will pay funeral and burial expenses not to exceed $800 directly to the personal representative of the deceased if death results in an injury sustained in the performance of duty.

b. At the discretion of the Secretary of Labor, the body of an employee whose home is in the United States may be embalmed and transported in a hermetically sealed casket to the home or last place of residence at the expense of the Employee's Compensation Fund, if

(1) The employee dies from:

(a) An injury while away from his/her home or official station outside the United States; or

(b) From other causes while away from his/her home or official station for the purpose of receiving medical or other services, appliances, supplies, or examination under 5 USC 8134; and

(2) The relatives of the employee request the return of the body.

c. If the relatives do not request the return of the body of the employee, the Secretary of Labor may provide for its disposition and pay from the Employee's Compensation Fund the necessary and reasonable transportation, funeral, and burial expenses.

21-4. Payment of Expenses Connected with the Death of Employees and Dependents.

a. Preparation of Remains of Employees. The amount allowed for preparing the remains of an employee who dies while in travel status away from his/her duty station on official business within the continental United States is limited to $250. The head of the organization unit, or his/her designee, will allow reasonable actual cost for preparation of the remains of an employee when death occurs during travel status outside the continental United States or at a duty station outside the United States. Allowable costs for the preparation of the remains of the employee are as follows:

(1) Costs of embalming or cremation;

(2) Necessary clothing;

(3) Casket or container suitable for shipment to place of interment; and

(4) Expenses necessarily incurred in complying with the local laws and laws at the port of entry in the United States applicable to the preparation of bodies for transportation and burial.

b. Transportation of the Remains of Employees. Transportation of the remains of an employee is authorized to the decedent's actual place of residence, official station, or place of actual residence, whichever is more distant. Payment for transportation of the remains of a dependent who dies while residing with an employee stationed outside the continental United States may be authorized by the Director, FEMA, or official designee. Allowable costs for transportation of the remains are as follows:

(1) By common carrier;

(a) Movement from place of death to an undertaking establishment;

(b) Burial and shipping permits;

(c) Outside case for shipment of remains (including, when necessary, the sealing of such shipment);

(d) Removal to common carrier;

(e) Transportation of the remains by common carrier; and

(f) One removal from the common carrier at place of interment.

(2) By hearse or other means of conveyance. The allowance for transportation of the remains over land by hearse or other means of conveyance will not exceed the cost of common carrier transportation. Allowable costs include the cost of hearse or other means of conveyance plus ferry fares, bridge tolls, and similar charges. Allowance for an outside shipping case is not authorized.

c. Transportation of the Immediate Family and Household Goods. The cost of the return transportation of dependents, baggage, and household goods of the decedent and his/her immediate family will be allowed when an employee dies while stationed at a post outside the continental United States, or while in transit to or from such post. Allowable transportation costs will not exceed the costs of returning the dependents, baggage, and household goods from the post of duty by the most direct route to the decedent's place of actual residence or such other place in the United States not more distant than the actual place of residence. When an employee stationed in the continental United States dies while on temporary duty, transportation expenses will not be authorized for the dependents or the household goods. The deceased employee's baggage at the temporary duty station will be transported to the official duty station or place of actual residence.

(1) Transportation of dependents and personal baggage other than household goods is subject to the provisions of this manual.

(2) The costs allowed for the transportation of household goods are limited to those prescribed in this manual.

d. Limitations.

(1) Travel of dependents and shipment of household goods must be undertaken within 1 year from the date of death of the employee, except the Director, FEMA, may grant an extension of time for the shipment of household goods if requested prior to the expiration of the 1 year limit.

(2) Expenses in connection with the transportation of baggage by privately-owned conveyance which would not have been incurred had the baggage been transported by common carrier will not be allowed. Reimbursement for loss or damage to baggage during transit, or charges for marine or other insurance, will not be allowed.

(3) Travel expenses of an escort for the decedent's remains will not be allowed.

(4) There is no authority for paying the costs of preparing and transporting the remains of a deceased employee who dies while stationed in Alaska or Hawaii to their place of actual residence or place of interment in the continental United States when such employee was not in travel status at time of death.

e. Method of Payment. Payment of allowable expenses from the appropriations of the organizational unit may be made directly to the person performing the services or by reimbursement to any person making the original payment. Claims for reimbursement will be supported by receipts and a completed SF 1034, Public Voucher for Purchases and Services Other Than Personal, approved by the head of the organizational unit, or their designee. When the remains are transported express by SF 1103, U.S. Government Bill of Lading, or through the use of a SF 1169, U.S. Government Transportation Request, payment will be made on the appropriate voucher forms. Payment of allowances under 5 USC 5742 will not be made if payment is authorized by any other law of the United States. However, these allowances will not be denied because the deceased employee is eligible for burial benefits due a veteran of the armed forces of the United States.

Chapter 22

General Rules Applicable for Relocation Expenses

22-1. Scope. This chapter prescribes FEMA policy for the authorization of relocation allowances whenever the purpose of the travel is a permanent change of station or other type of relocation.

22-2. Authorization Required. FEMA Form 60-2 and FEMA Form 22-18 are used for authorizing travel relating to a permanent change of station. This form must be authorized by the Director, FEMA, or a designee. FEMA Form 60-2 must be accompanied by a completed copy of FEMA Form 22-18. Prior to the authorization for payment of relocation expenses, the Director, FEMA, will determine that relocation costs are in the interest of the Government and not primarily for the convenience or benefit of the employee or at the employees' request. This determination is prepared on bond paper as follows:

DETERMINATION COVERING RELOCATION ALLOWANCES

Name of Applicant _____

I have determined that payment of relocation costs for this applicant is ( ) is not ( ) in the interest of the Government.

_____ _____
Date Director

Payment of relocation expenses is mandatory when the transfer is in the interest of the Government. Further information on such determinations are contained in paragraph 22-5.

22-3. Standard Form 52, Request for Personnel Action. Whenever a transfer, new appointment, or assignment involves payment of relocation allowances by FEMA, the following remark will be entered in item F on Standard Form 52 by the initiating (gaining) office:

"Determination that payment of relocation costs is in the interest of the Government has been signed.

Employee has signed service and reimbursement agreement required by 5 USC 5723(b) or 5724(i), as applicable, to establish eligibility for payment of moving expenses, which expires _____."

22-4. Concept. When relocation allowances are authorized for the transfer of employees from one official station to another, or from new appointee's place of residence to their permanent duty station, the total allowable expenses shall be reimbursed to the traveler(s).

22-5. Travel Covered.

a. When change of official station or other action described below is authorized or approved by designated officials, travel and transportation expenses and applicable allowances, as provided herein, are payable in the case of:

(1) Transfer of an employee from one official station to another for permanent duty PROVIDED THAT: the transfer is in the interest of the Government and is not primarily for the convenience or benefit of the employee or at his/her request; the transfer is to a new official station which is at least 10 miles distant from the old official station; and, in case of a relatively short distance relocation, a determination of eligibility is made under the provisions of paragraph 22-13.

(2) New appointees, as provided in paragraph 22-17 from their places of actual residence at the time of appointment to permanent duty at official stations within the United States.

b. The Comptroller General has determined that certain types of transfers are in the interest of the Government. For example, transfers made after the issuance of a vacancy announcement are normally regarded as in the interest of the Government, and thus payment of relocation expenses is required. Employees may not be requested to waive reimbursement to relocation expenses for which they are entitled. If, however, the employee has taken the initiative in obtaining a transfer to a position in another location, such transfers normally are considered to be made for the convenience of the employee and relocation expenses need not be paid.

22-6. Travel Authorization. When it is determined that the relocation will be authorized at Government expense, a written travel authorization shall be issued to the employee prior to the employee's relocation to the new official station. The Agency should advise the employee, or individual selected for appointment, not to incur relocation expenses in anticipation of a relocation until he/she has received written notification. The travel authorization shall indicate the specific allowances which are authorized as provided in the regulations.

22-7. Reasonable Advance Notice of Reassignment or Transfer. As provided in 5 USC 5724(j) (Public Law 98-151, November 14, 1983, "...The reassignment or transfer of any employee, for permanent duty, from one official station or agency to another which is outside the employee's commuting area shall take effect only after the employee has been given advance notice for a reasonable period. Emergency circumstances shall be taken into account in determining whether the period of advance notice is reasonable." The employee shall be given as much advance notice as possible to enable the employee to begin the arrangements necessary when relocating family and residence. A reasonable period of advance notice should not be less than 30 days except when:

a. The employee and both the losing and gaining agencies agree on a lesser period;

b. Other statutory authority and implementing regulations stipulate a lesser period (see OPM Regulations for specified timeframes); or

c. Emergency circumstances prevail.

22-8. Basis for Authorizing Allowances. When relocation allowances are being authorized for the transfer of an employee from one official station to another, the transfer must be primarily in the interest of the Government and NOT for the convenience or benefit of the employee. If the transfer is determined not to be in the interest of the Government but for the benefit of the employee (e.g., when an employee takes the initiative to obtain a transfer to a position in another location), the employee will be informed, prior to the transfer, of his/her responsibility for payment of travel and transportation expenses. Note: Once a transfer is determined to be in the interest of the Government, certain relocation benefits flow to the transferred employee, restricted only by the terms of this regulation. The total allowable expense shall be authorized, even if the employee receives a promotion or other incidental benefit as a result of the relocation. There shall be no bargaining with the employee to pay part of the costs, even if the employee receives an incidental benefit.

22-9. Persons Eligible for Relocation Allowances. The following persons are eligible for relocation allowances. The limitations are stated in the applicable chapters.

a. Civilian officers and employees are eligible for relocation allowances when transferred permanently from one official station to another.

b. New appointees to any positions within the United States for which OPM has determined that a personnel shortage exists.

c. Student trainees assigned upon completion of college work to positions within the United States for which OPM has determined that a personnel shortage exists.

d. Persons on temporary assignment between the Federal Government and State and local Governments or institutions of higher education are governed by the Intergovernmental Personnel Act which authorizes Federal agencies to share, or pay in full, selected travel and transportation costs. These allowances depend on the conditions of, the authority for, and the specific agreement between the jurisdiction and the employee involved in each particular assignment. Detailed procedures are stated in subparagraphs 22-9d(3) and (4). The OPEO should be contacted for additional information if an exchange assignment is planned.

References:

(1) 5 USC, Sections 3371 - 3376.

(2) Federal Personnel Manual Supplement 990-1, Book III, Part 334.

(3) Chapter 334, FPM.

(4) Civil Service Commission Bulletin No. 334-2, dated January 7, 1972.

e. Trainees under the Government Employees Training Act, 5 USC, Section 4109 are subject to regulations of OPM (FPM Supplement 990-1, Book III, Part 410), for the payment of their training expenses. Payment for expenses of training may include the necessary costs of:

(1) Travel and per diem in lieu of subsistence; and

(2) Transportation of the immediate family, household goods and personal effects, and the packing, crating, temporary storage, draying and unpacking under 5 USC, Section 5724. These expenses are payable when the estimated costs of transportation and related services are less than the estimated aggregate per diem for the period of training.

22-10. Employee Service Agreement (Relocation Allowances).

a. Employment Service Agreement. This agreement must be completed and signed by the employee before relocation allowances may be authorized. (See figure 22-1.)

b. Obligation of Employee for Each Agreement. Upon signing the service agreement, an employee agrees to remain in the service of the Government for a 12-month period following the effective date of transfer. This agreement is not voided by a subsequent transfer, regardless of who benefits by that transfer. Neither shall the agreement be voided by the issuance of another service agreement made in connection with a second transfer. The liability of the employee for any funds expended by the Government for his/her travel, transportation, and relocation allowances is a separate liability for each service agreement. The liability in each instance is effective for the full 12-month period in connection with the transfer for which the service agreement was made.

c. Release From Service Agreement. If the employee fails to comply with the terms of the service agreement for reasons beyond his/her control and which are acceptable to the Director, FEMA, then the employee may be released from the agreement. The official who authorized travel to the post involved, or that official's successor, shall forward information on such requested releases, along with the recommendation, to the Director, FEMA, for a determination. Acceptable reasons include:

(1) Illness not induced by misconduct;

(2) Enlistment or call to active duty in the Armed Forces;

(3) Obligations imposed by authority;

(4) Separation for the convenience of the Government because of the following conditions, excluding separations due to misconduct or illness induced by misconduct:

(a) Physically unqualified;

(b) Mentally incapacitated;

(c) Disqualified by lack of skill to perform duties for which recruited, or any other duties which might be assigned.

(5) Reduction in force or transfer of functions; and

(6) Any other compelling reason of a humanitarian nature, acceptable to the Director, FEMA.

22-11. Liability for Violation of Service Agreement. An employee who, for unacceptable reasons, does not fulfill the conditions specified in the service agreement, including failure to effect the transfer, shall be indebted to the Government for the full amount of any relocation costs paid by the Government.

22-12. Time Limits for Beginning the Move. All travel allowed in this chapter shall begin as soon as possible, but not later than 2 years from the effective date of the transfer or appointment, except when an employee is furloughed because of military service. Other specific time limits for residence transactions and the beginning of occupancy in temporary quarters are stated in their related chapters.

22-13. Relocations Involving Short Distances. When a transfer between official stations or an appointment to a first duty station covers a short distance within the same general area, relocation allowances to move the residence shall not be authorized UNLESS it is determined that the move occurred because of the transfer or appointment. The determination shall be made by the Director, FEMA, based upon the justification submitted by the employee and the recommendation of the appropriate office head.

a. The commuting time between the employee's residence at the time of transfer and the old and new posts of duty, and the commuting time between the proposed new residence and new post of duty; and

b. The distance between the points mentioned in subparagraph 22-13a. Ordinarily, relocation should not be considered to be incident to a permanent change of station unless the commuting distance from the old residence to the new official station is at least 10 miles greater than from the old residence to the old official station.

22-14. Relocation When Two Family Members are Employed. If the old and new duty stations of two or more family members are located close together, the allowable authorization shall apply to one member only. The other(s) is (are) eligible as a family member(s). This principle applies to new employees and combinations of employees who would have been otherwise eligible.

22-15. Relocations Involving Reductions-In-Force. When an employee transfers to a new duty station after being notified of the following, the transfer is considered to be in the interest of the Government (unless there is an affirmative decision, by the authorizing official, to the effect that the transfer is primarily for the convenience or benefit of the employee):

a. An impending reduction-in-force at the old duty station; or

b. A cessation of reduction-in-force at the old duty station.

22-16. Relocations When Employee is Rehired After Separation. If an employee who was previously separated by a reduction-in-force or cessation or transfer of function is reemployed within 1 year, on a permanent basis, at a different duty station, he/she is entitled to relocation allowances exactly as if he/she had been transferred in the interest of the Government without a break in service.

22-17. Relocation Allowances for New Appointees.

a. Coverage. Normally, the costs which a new appointee incurs for travel and moving the residence to the first official station may not be paid by the Government. However, authority has been provided for the Government to pay certain costs incident to such moves for the following types of situations:

(1) Shortage-Category Appointees. OPM is responsible for the designation of positions in the manpower shortage category. Persons appointed to such positions are eligible for travel and transportation to their first official stations, at Government expense.

(2) Senior Executive Service Appointees. New appointees to positions in the SES are eligible for travel and transportation to their first official stations at Government expense.

(3) Student Trainees. After a period of leave without pay, for completion of college, the student trainee who is assigned as a professional employee in a manpower shortage category is eligible for relocation allowances at Government expense unless they have received a prior payment.

(4) Presidential Appointees. Any person appointed by the President to a position for which the rate of pay is equal to or higher than the minimum rate of pay prescribed for GS-16 is eligible for travel and transportation to his/her first official station at Government expense.

b. Allowable Expenses. Expenses which are allowable items of reimbursement are stated in the applicable chapters of this manual. Note particularly that not all of the listed items will be applicable in each situation covered in this paragraph (see figures 22-2 and 22-3):

(1) Travel expenses including per diem for the appointee;

(2) Transportation for immediate family of appointee;

(3) Mileage if privately-owned vehicle is used in travel; and

(4) Transportation and temporary storage of household goods.

c. Expenses Not Allowable. The following expenses are not allowable for new appointees:

(1) Per diem for family members;

(2) Cost of a house-hunting trip;

(3) Subsistence during occupancy of temporary quarters;

(4) Miscellaneous expense allowances;

(5) Residence sale and purchase expenses; and

(6) Lease-breaking expenses.

d. Alternate Origin and Destination. The authorized relocation expenses shall be no greater than those needed to move the employee from the actual place of residence at the time of selection to the official duty station to which assigned. If the employee chooses to move from/to points other than these, he/she may do so, provided he/she pays any excess costs.

e. Administrative Responsibility to New Appointees. Since new appointees and student trainees usually lack experience in Government procedures, administrative officers shall adopt special measures to provide full information of available benefits. Special care shall be taken to inform these employees of the limitations on benefits and to prevent misinformation from being given.

f. Maximum Rate Applicable to Change of Official Station Travel. The standard CONUS rate shall be the applicable maximum per diem rate for en route travel performed incident to a change of official station. This applies to those allowances for travel to seek residence quarters, travel to a new duty station, and subsistence while an employee occupies temporary quarters.

22-18. Funding of Transfers Between Agencies or Offices. When an employee is transferred from one agency to another, allowable expenses are usually paid by the gaining agency or office. However, if the transfer is the result of a reduction-in-force or transfer of function, the allowable expenses may be paid in whole or in part by either the gaining or losing agency or office, as the heads of those agencies or offices may decide.

22-19. Applicable Provisions for Reimbursement Purposes. Because of successive changes to the provisions of these regulations governing relocation allowances and the extended period of time that employees retain eligibility for certain allowances, the reimbursement maximums or limitations applicable to certain allowances will not be the same for all employees even though claims may be filed within the same timeframe. The provisions of the regulations in effect on the employee's or new appointee's effective date of transfer or appointment shall be used for payment or reimbursement purposes. A summary of the allowance levels in effect on specific dates is provided in figures 22-2 and 22-3 for reference purposes.

Figure 22-1

Example of an Employee Service Agreement

FEDERAL EMERGENCY MANAGEMENT AGENCY — EMPLOYEE SERVICE AGREEMENT

INSTRUCTIONS: Prepare this form in triplicate. See remarks section for distribution instructions.

Employee's Statement

I hereby agree to remain in the service of the Federal Government for 12 months following my transfer or appointment, unless separated for reasons beyond my control, which are acceptable to the Federal Emergency Management Agency.

In case of violation of this agreement, it is understood that any moneys expended by the United States on account of travel and transportation for myself and immediate family and for expenses of transportation and storage of household goods to my post of duty station at _____ shall be considered as a recoverable debt due the United States.

SAMPLE

Remarks

Prepare agreement on plain bond paper in triplicate. Original copy is attached to SF 52, Request for Personnel Action, associated with the assignment involving relocation allowances, the second copy is attached to the Official Travel Authorization associated with relocation allowance. Employee will retain third copy for his/her records.

Employee's printed or typed name | Signature | Date

Figure 22-2
(Part 1 of 3)

Relocation Allowances for Certain New Appointees
To Their First Official Station Within the Conterminous U.S. 1/ 2/

Maximum Allowance in Effect if Reporting Date is: 3/

Type of Allowance	On or before Sept. 30, 1982	Oct. 1, 1982 thru Nov. 13, 1983	On or after Nov. 14, 1983 1/
EN ROUTE TRAVEL EXPENSES			
Transportation Expenses (FTR 2-1.5f(3), 2-2.1, 2-2.2a, and 2-2.3b)	Transportation expenses for appointee and family from appointee's residence to the first official station by common carrier; or A mileage allowance when a privately-owned automobile (POA) is used for allowable en route travel as follows:		
Number of Occupants in POA:			
Employee (or one family member)	8 cents	15 cents	15 cents
Employee + 1 (or 2 family members)	10 cents	17 cents	17 cents
Employee + 2 (or 3 family members)	12 cents	19 cents	19 cents
Employee + 3 (or 4 or more family members)	15 cents	20 cents	20 cents
En Route Per Diem (FTR 2-1.5f(3), 2-2.1, and 2-2.3d)	A per diem allowance for allowable en route travel time not to exceed (NTE) the following maximum rates:		
Employee only	$50.00	$50.00	$50.00
Family members (FTR 2-1.5f(4))	None	None	None

(See footnotes on page 3.)

(Part 2 of 3)

Relocation Allowances for Certain New Appointees
To Their First Official Station Within the Conterminous U.S. 1/ 2/

Maximum Allowance in Effect if Reporting Date is: 3/

Type of Allowance	On or before Sept. 30, 1982	Oct. 1, 1982 thru Nov. 13, 1983	On or after Nov. 14, 1983 1/
HOUSEHOLD GOODS (HHG) (FTR 2-1.5f(3) and 2-8)			
Transportation Expenses	Expenses of shipping HHG from appointee's residence to the first official station NTE the following new weight allowances:		
Maximum Net Weight Allowances:			
Employee with family	11,000 lbs.	11,000 lbs.	18,000 lbs.
Employee without family	7,500 lbs.	11,000 lbs.	18,000 lbs.
Temporary Storage Incident to Transportation:	60 days	90 days. An additional 90-day period may be authorized under certain conditions.	90 days. An additional 90-day period may be authorized under certain conditions.
Nontemporary storage (FTR 2-9)	HHG may be placed in nontemporary storage for up to three years when assigned to an isolated duty station within the conterminous U.S. Weight of HHG stored combined with weight shipped may not exceed the maximum weight allowances shown above.		
MOBILE HOME (FTR 2-1.5f(3), and 2-7)	If used as a residence, mobile home may be moved in lieu of HHG shipment. See FTR 2-7 for eligibility requirements and cost limitations.		

(See footnotes on page 3.)

(Part 3 of 3)

Relocation Allowances for Certain New Appointees
To Their First Official Station Within the Conterminous U.S.

1/ Specifically included are individuals appointed to designated shortage category positions (including student trainees upon completion of college work), and to SES positions. Also, any person appointed by the President, by and with the advice and consent of the Senate, to a position the rate of pay for which is equal to or higher than the minimum rate of pay prescribed for GS-16, and whose effective date of appointment (date reporting to first official station) is on or after November 14, 1983, is eligible for the allowances listed. New appointees must agree in writing to remain in Government service for 12 months after the effective date of appointment. (See FTR 2-1.2, 2-1.3, and 2-1.5f.)

2/ The allowances shown in Table 1 are the maximum allowances in effect on the dates shown in the right-hand columns and are to be used ONLY for reference or cost estimating purposes. Actual payment of these allowances must be in accordance with the governing provisions of Chapter 2 of the FTR which were in effect on the new appointee's effective date of appointment (date of reporting to first official station). Pertinent FTR paragraph references are shown in parentheses.

3/ The maximum allowances shown under such effective date in the three right-hand columns of the table are contained in the basic FTR and changed pages transmitted by GSA Bulletin FPMR A-40, Supplement 1 (basic FTR) effective for new appointees reporting to their first official stations on or before September 30, 1982; Supplement 4 effective for reporting dates on or after October 1, 1982, through November 13, 1983; Supplement 10 effective for reporting dates on or after November 14, 1983; and Supplement 13 for reporting dates on or after October 12, 1984.

NOTE: EFFECTIVE AUGUST 1, 1987, THE STANDARD CONUS RATE WAS INCREASED TO $60. REFERENCES MADE TO FTR 2-2.1 ON OR AFTER AUGUST 1, 1987, SHOULD USE THIS RATE WHEN CALCULATING EN ROUTE PER DIEM.

Figure 22-3
(Part 1 of 15)

Relocation Allowances for Employees
Transferred Within Conterminous U.S.

Maximum Allowance in Effect if Reporting Date is: August 1, 1987

Type of Allowance	On or after August 1, 1987
EN ROUTE TRAVEL EXPENSES	
Transportation Expenses (FTR 2-2.1, 2-2.2a, and 2-2.3b)	Transportation expenses for employee and family from the old to the new official station by common carrier; or A mileage allowance when a privately-owned automobile (POA) is used for en route travel as follows:
Number of Occupants in POA:	
Employee (or one family member)	15 cents
Employee + 1 (or 2 family members)	17 cents
Employee + 2 (or 3 family members)	19 cents
Employee + 3 (or 4 or more family members)	20 cents
En Route Per Diem (FTR 2-2.1, 2-2.2b, 2-2.3d)	A per diem allowance for allowable en route travel time between the employee's old and new official stations not to exceed (NTE) the following maximum rates:
Employee, or spouse unaccompanied by employee	$66.00
Spouse accompanied by employee	$49.50
Each other family member 12 years or older	$49.50
Each family member under 12 years	$33.00

(Part 2 of 15)

Relocation Allowances for Employees Transferred Within Conterminous U.S.

Maximum Allowance in Effect if Reporting Date is: August 1, 1987

Type of Allowance	On or after August 1, 1987
MISCELLANEOUS EXPENSE ALLOWANCE (FTR 2-3)	
Employee with family	A flat allowance (without documentation) of-- $700.00 or Two weeks' basic pay, whichever is the lesser amount; or Up to 2 weeks' basis pay for itemized actual expense if supported by receipts or other documentation.
Employee without family	A flat allowance (without documentation) of-- $350.00 or One week's basic pay, whichever is the lesser amount; or Up to 1 week's basic pay for itemized actual expenses if supported by receipts or other documentation.

Note: Basic pay rate is limited to the maximum rate of Grade GS-13 at the time employee reports for duty at the new station.

(Part 3 of 15)

Relocation Allowances for Employees Transferred Within Conterminous U.S.

Maximum Allowance in Effect if Reporting Date is: August 1, 1987

Type of Allowance	On or after August 1, 1987
HOUSE HUNTING TRIP (FTR 2-4)	
Maximum Time Allowable	10 days (including travel time)
Transportation Expenses	Round trip transportation expenses for employee and spouse between old and new official station by common carrier; or a mileage allowance as shown below when POA is authorized:
Number of occupants in POA:	
Employee	15 cents
Employee and spouse	17 cents
Per Diem	A per diem allowance not to exceed the following maximum rates:
Employee, or spouse unaccompanied by employee	$66.00
Spouse accompanied by employee	$49.50
TEMPORARY QUARTERS (FTR 2-5)	Maximum time allowable for occupancy of temporary quarters at Government expense is summarized on the following page.
Subsistence Expenses Covered	Lodging, meals, and laundry and dry cleaning expenses.
Reimbursement Limitations in Effect Before Nov. 14, 1983	Actual amount of allowable expenses incurred for each 30-day period, NTE an amount based on rates as shown below: (Rates shown are maximum rates applicable for temporary quarters located in conterminous U.S.)

(Part 4 of 15)

Relocation Allowances for Employees Transferred Within Conterminous U.S.

Maximum Allowance in Effect if Reporting Date is: August 1, 1987

Type of Allowance	On or after August 1, 1987
TEMPORARY QUARTERS (con't) (FTR 2-5)	
1st 30-day period	
Employee, or spouse unaccompanied by employee	$66.00
Accompanying spouse (2/3 of employee's daily rate)	$44.00
Each other family member 12 years or older (2/3 of employee/unaccompanied spouse rate)	$44.00
Each family member under 12 years (1/2 of employee/ unaccompanied spouse rate)	$33.00
2nd 30-day period and additional 60 days, if authorized	Reduced to 75% of first 30-day rate.
Employee, or spouse unaccompanied by employee	$49.50
Accompanying spouse	$33.00
Each other family member 12 years or older	$33.00
Each family member under 12 years	$24.75
	New official station must be located in the conterminous U.S. or nonforeign areas:
Maximum Time Allowable	60 days. An additional period NTE 60 days may be authorized for compelling reasons.

(Part 5 of 15)

Relocation Allowances for Employees Transferred Within Conterminous U.S.

Maximum Allowance in Effect if Reporting Date is: August 1, 1987

Type of Allowance	On or after August 1, 1987
REAL ESTATE EXPENSES (FTR 2-6)	Both the old and new official station must be located within the conterminous U.S.
	Settlement date for sale or purchase of residence must be within the following time limitations beginning from effective date of transfer:
Time Limitation	2 years. An additional period NTE 1 year may be authorized upon employee's written request.
Sale Expenses	10 percent of sale price or $15,000, whichever is less.
Purchase Expenses	5 percent of purchase price or $7,500, whichever is less.
MOBILE HOME (FTR 2-7)	If used as a residence, mobile home may be moved in lieu of HHG shipment. See FTR 2-7 for eligibility requirements and cost limitations.
HOUSEHOLD GOODS (HHG) (FTR 2-8)	
Transportation Expenses	Expenses of shipping HHG from employee's old official station to the new official station NTE the following new weight allowances:
Maximum Net Weight Allowances:	
Employee with family	18,000 lbs.
Employee without family	18,000 lbs.

(Part 6 of 15)

Relocation Allowances for Employees
Transferred Within Conterminous U.S.

Maximum Allowance in Effect if Reporting Date is: August 1, 1987

Type of Allowance	On or after August 1, 1987
HOUSEHOLD GOODS (HHG) con't (FTR 2-8)	
Temporary Storage (FTR 2-8.2)	90 days. An additional 90-day period may be authorized under certain conditions.
Nontemporary Storage (FTR 2-9)	HHG may be placed in nontemporary storage for up to 3 years when assigned to isolated duty station within the conterminous U.S. Weight of HHG stored combined with weight shipped may not exceed the maximum weight allowances shown above.

Note: Specifically included are those employees whose transfers have been determined by the gaining agency to be in the interest of the Government and not primarily for the employee's convenience or benefit, or at his/her request. Employee must agree in writing to remain in Government service for 12 months after the effective date of the transfer.

Note: The maximum allowances shown are effective August 1, 1987 and are contained in the basic FTR and changed pages transmitted by GSA Bulletin FPMR A-40, Supplement 24.

(Part 7 of 15)

Relocation Allowances for Employees
Transferred Within Conterminous U.S. 1/ 2/

Maximum Allowance in Effect if Reporting Date is: 3/

Type of Allowance	On or before Sept. 30, 1982	Oct. 1, 1982 thru Nov. 13, 1983	On or after Nov. 14, 1983
EN ROUTE TRAVEL EXPENSES			
Transportation Expenses (FTR 2-2.1, 2-2.2a, and 2-2.3b)	Transportation expenses for employees and family from the old to the new official station by common carrier; or A mileage allowance when a privately-owned automobile (POA) is used for en route travel as follows:		
Number of Occupants in POA:			
Employee (or one family member)	8 cents	15 cents	15 cents
Employee + 1 (or 2 family members)	10 cents	17 cents	17 cents
Employee + 2 (or 3 family members)	12 cents	19 cents	19 cents
Employee + 3 (or 4 or more family members)	15 cents	20 cents	20 cents
En Route Per Diem (FTR 2-2.1, 2-2.2b, 2-2.3d)	A per diem allowance for allowable en route travel time between the employee's old and new official stations not to exceed (NTE) the following maximum rates:		
Employee, or spouse unaccompanied by employee	$50.00	$50.00	$50.00
Spouse accompanied by employee	$37.50	$37.50	$37.50
Each other family member 12 years or older	$37.50	$37.50	$37.50
Each family member under 12 years	$25.00	$25.00	$25.00

(See footnotes applicable to Figure 22-2 on page 22-12, Figure 22-2.)

(Part 8 of 15)

Relocation Allowances for Employees Transferred Within Conterminous U.S. 1/ 2/

Maximum Allowance in Effect if Reporting Date is: 3/

Type of Allowance	On or before Sept. 30, 1982	Oct. 1, 1982 thru Nov. 13, 1983	On or after Nov. 14, 1983
MISCELLANEOUS EXPENSE ALLOWANCE (FTR 2-3)			
Employee with family	A flat allowance (without documentation) of--		
	$200.00 or Two weeks' basic pay, whichever is the lesser amount; or Up to 2 weeks' basic pay for itemized actual expense if supported by receipts or other documentation.	$700.00 or	$700.00 or
Employee without family	A flat allowance (without documentation) of--		
	$100.00 or One week's basic pay, whichever is the lesser amount; or Up to 1 week's basic pay for itemized actual expenses if supported by receipts or other documentation.	$350.00 or	$350.00 or

Note: Basic pay rate is limited to the maximum rate of Grade GS-13 at the time employee reports for duty at the new station.

(Part 9 of 15)

Relocation Allowances for Employees
Transferred Within Conterminous U.S. 1/ 2/

Maximum Allowance in Effect if Reporting Date is: 3/

Type of Allowance	On or before Sept. 30, 1982	Oct. 1, 1982 thru Nov. 13, 1983	On or after Nov. 14, 1983
HOUSE HUNTING TRIP (FTR 2-4)			
Maximum Time Allowable	6 days (including travel time)	10 days (including travel time)	10 days (including travel time)
Transportation Expenses	Round trip transportation expenses for employee and spouse between old and new official station by common carrier; or a mileage allowance as shown below when POA is authorized:		
Number of occupants in POA:			
Employee	8 cents	15 cents	15 cents
Employee and spouse	10 cents	17 cents	17 cents
Per diem	A per diem allowance not to exceed the following maximum rates:		
Employee, or spouse unaccompanied by employee	$50.00	$50.00	$50.00
Spouse accompanied by employee	$37.50	$37.50	$37.50

(Part 10 of 15)

Relocation Allowances for Employees Transferred Within Conterminous U.S. 1/ 2/

Maximum Allowance in Effect if Reporting Date is: 3/

Type of Allowance	On or before Sept. 30, 1982	Oct. 1, 1982 thru Nov. 13, 1983	On or after Nov. 14, 1983
TEMPORARY QUARTERS (FTR 2-5)	Maximum time allowable for occupancy of temporary quarters at Government expense is summarized on the following page.		
Subsistence Expenses Covered	Lodging, meals, and laundry and dry cleaning expenses.		
Reimbursement Limitations in Effect Before Nov. 14, 1983	Actual amount of allowable expenses incurred for each 10-day period, NTE an amount based on rates as shown below: (Rates shown are maximum rates applicable for temporary quarters located in conterminous U.S.).		
1st 10-day period			N/A
Employee (Before Oct. 1, 1982, a daily rate NTE 75% of applicable maximum per diem rate; thereafter NTE full maximum per diem rate.)	$37.50	$50.00	
Each family member (2/3 of employee's rate)	$25.00	$33.33	
2nd 10-day period			
Employee (2/3 of first 10-day rate)	$25.00	$33.33	
Each family member (2/3 of first 10-day rate)	$16.67	$22.22	

(Part 11 of 15)

yTE77&m77n Allowances for Employees Transferred Within Conterminous U.S. 1/ 2/

Maximum Allowance in Effect if Reporting Date is: 3/

Type of Allowance	On or before Sept. 30, 1982	Oct. 1, 1982 thru Nov. 13, 1983	On or after Nov. 14, 1983
TEMPORARY QUARTERS (con't) (FTR 2-5			
3rd 10-day period and second 30-day period if authorized			N/A
Employee (1/2 of first 10-day rate)	$18.75	$25.00	
Each family member (1/2 of first 10-day rate)	$12.50	$16.67	
Reimbursement Limitations in Effect on or After Nov. 14, 1983	(See FTR Supp. 10)		
1st 30-day period	N/A	N/A	
Employee, or spouse unaccompanied by employee			$50.00
Accompanying spouse (2/3 of employee's daily rate)			$33.33
Each other family member 12 years or older (2/3 of employee/unaccompanied spouse rate)			$33.33
Each family member under 12 years (1/2 of employee/ unaccompanied spouse rate)			$25.00

(Part 12 of 15)

Relocation Allowances for Employees
Transferred Within Conterminous U.S. 1/ 2/

Maximum Allowance in Effect if Reporting Date is: 3/

Type of Allowance	On or before Sept. 30, 1982	Oct. 1, 1982 thru Nov. 13, 1983	On or after Nov. 14, 1983
TEMPORARY QUARTERS (con't) (FTR 2-5)			
2nd 30-day period and additional 60 days, if authorized	N/A	N/A	Reduced to 75% of first 30-day rate
Employee, or spouse unaccompanied by employee			$37.50
Accompanying spouse			$25.00
Each other family member 12 years or older			$25.00
Each family member under 12 years			$18.75
	New official station must be located in the conterminous U.S. or nonforeign areas:		
Maximum Time Allowable	30 days. An additional 30 days for transfers to/ from Hawaii, Alaska, and other non-foreign areas.	30 days. An additional 30 days for transfers to/ from Hawaii, Alaska, and other non-foreign areas.	60 days. An additional period NTE 60 days may be authorized for compelling reasons.

(Part 13 of 15)

Relocation Allowances for Employees
Transferred Within Conterminous U.S. 1/ 2/

Maximum Allowance in Effect if Reporting Date is: 3/

Type of Allowance	On or before Sept. 30, 1982	Oct. 1, 1982 thru Nov. 13, 1983	On or after Nov. 14, 1983
REAL ESTATE EXPENSES (FTR 2-6)	Both the old and new official station must be located within the conterminous U.S. Settlement date for sale or purchase of residence must be within the following time limitations beginning from effective date of transfer:		
Time Limitation	1 year. An additional period NTE 1 year may be authorized upon employee's written request.*	2 years. An additional period NTE 1 year may be authorized upon employee's written request.	2 years. An additional period NTE 1 year may be authorized upon employee's written request.
	*See FTR 2-6.1e(3) for employees whose 2-year time limitation had not expired as of August 23, 1982.		
Sale Expenses	10 percent of sale price or $8,000 whichever is less.	5 percent of sale price or $15,000, whichever is less.	10 percent of sale price or $15,000, whichever is less.
Purchase Expenses	5 percent of purchase price or $4,000, whichever is less.	5 percent of purchase price or $5,000, whichever is less.	5 percent of purchase price or $7,500, whichever is less.
MOBILE HOME (FTR 2-7)	If used as a residence, mobile home may be moved in lieu of HHG shipment. See FTR 2-7 for eligibility requirements and cost limitations.		

(Part 14 of 15)

Relocation Allowances for Employees Transferred Within Conterminous U.S. 1/ 2/

Maximum Allowance in Effect if Reporting Date is: 3/

Type of Allowance	On or before Sept. 30, 1982	Oct. 1, 1982 thru Nov. 13, 1983	On or after Nov. 14, 1983
HOUSEHOLD GOODS (HHG) (FTR 2-8)			
Transportation Expenses	Expenses of shipping HHG from employee's old official station to the new official station NTE the following net weight allowances:		
Maximum Net Weight Allowances:			
Employee with family	11,000 lbs.	11,000 lbs.	18,000 lbs.
Employee without family	7,500 lbs.	11,000 lbs.	18,000 lbs.
Temporary Storage (FTR 2-8.2)	60 days.	90 days. An additional 90-day period may be authorized under certain conditions.	90 days. An additional 90-day period may be authorized under certain conditions.
Nontemporary Storage (FTR 2-9)	HHG may be placed in nontemporary storage for up to 3 years when assigned to isolated duty station within the conterminous U.S. Weight of HHG stored combined with weight shipped may not exceed the maximum weight allowances shown above.		

(Part 15 of 15)

Relocation Allowances for Employees
Transferring Within Conterminous U.S.

1/ Specifically included are those employees whose transfers have been determined by the gaining agency to be in the interest of the Government and not primarily for the employee's convenience or benefit, or at his/her request. Employee must agree in writing to remain in Government service for 12 months after the effective date of the transfer.

2/ The allowances shown in Table 2 are the maximum allowances in effect on the dates shown in the right-hand columns and are to be used ONLY for reference or cost-estimating purposes. Actual payment of these allowances must be in accordance with the governing provisions of Chapter 2 of the FTR which were in effect on the employee's effective date of transfer (date of reporting to new official station). Pertinent FTR paragraph references are shown in parentheses.

3/ The maximum allowances shown under each effective date in the three right-hand columns of the table are contained in the basic FTR and changed pages transmitted by GSA Bulletin FPMR A-40, Supplement 1 (basic FTR) effective for employee's reporting to their new official station on or before September 30, 1982; Supplement 4 effective for reporting dates on or after October 1, 1982, thru November 13, 1983; and Supplement 10 effective for reporting dates on or after November 14, 1983.

Chapter 23

Relocation Income Tax (RIT) Allowance

23-1. General. Payment of a RIT allowance is authorized to reimburse eligible transferred employees for substantially all of the additional Federal, State, and local income taxes incurred by the employee, or by the employee and spouse if a joint tax return is filed, as a result of certain travel and transportation expenses and relocation allowances which are furnished in kind, or for which reimbursement or an allowance is provided by the Government (5 USC 5724b, as amended). The RIT allowance shall be calculated and paid as provided in this chapter.

23-2. Coverage.

a. Eligible Employees. Payment of a RIT allowance is authorized for employees transferred on or after November 14, 1983, in the interest of the Government from one official station to another for permanent duty. The effective date of an employee's transfer is the date the employee reports for duty at the new official duty station.

b. Individuals Not Covered. The provisions of this chapter are not applicable to the following individuals or employees:

(1) New appointees as defined in paragraph 22-17, including those covered under subparagraphs 22-17a(1) through (4) (e.g., new appointees to shortage category or SES positions, Presidential appointees, and new appointees to overseas posts of duty);

(2) Employees assigned under the Government Employees Training Act (see 5 USC 4109); or

(3) Employees returning from overseas assignments for the purpose of separation.

23-3. Types of Moving Expenses or Allowances Covered and General Limitations. The RIT allowance is by law limited as to the types of moving expenses that can be covered. The law authorizes reimbursement of additional income taxes resulting from certain moving expenses furnished in kind or for which reimbursement or an allowance is provided to the transferred employee by the Government. However, such moving expenses are covered by the RIT allowance only to the extent that they are (1) actually paid or incurred, and (2) are not allowable as a moving expense deduction for tax purposes. The types of expenses or allowances listed in subparagraphs 23-3a through i, below, are covered by the RIT allowance within the limitations discussed.

a. En Route Travel. Travel (including per diem) and transportation expenses of the transferred employee and immediate family for en route travel from the old official station to the new official station. (See figure 22-3.)

b. Household Goods Shipment. Transportation (including temporary storage) expenses for movement of household goods from the old official station to the new official station. (See Chapter 27.)

c. Nontemporary Storage Expenses. Allowable expenses for nontemporary storage of household goods belonging to an employee transferred on or after November 14, 1983, through October 11, 1984, to an isolated location in the conterminous United States. Nontemporary storage expenses are not covered by the RIT allowance for transfers on or after October 12, 1984 (see subparagraph 23-4c).

d. Mobile Home Movement. Expenses for the movement of a mobile home for use as a residence when movement is authorized instead of shipment and temporary storage of household goods.

e. Househunting Trip. Travel (including per diem) and transportation expenses of the employee and spouse for one roundtrip to the new official station to seek permanent residence quarters. (See Chapter 24.)

f. Temporary Quarters. Subsistence expenses of the employee and immediate family during occupancy of temporary quarters. (See Chapter 25.)

g. Real Estate Expenses. Allowable expenses for the sale of the residence (or expenses of settlement of an unexpired lease) at the old official station and for purchase of a home at the new official station for which reimbursement is received by the employee. (See Chapter 26.)

h. Miscellaneous Expense Allowance. A miscellaneous expense allowance for the purpose of defraying certain expenses associated with discontinuing a residence at one location and establishing a residence at the new location in connection with an authorized or approved permanent change of station. (See Chapter 29.)

i. Relocation Services. Payments, or portions thereof, made to a relocation service company for services provided to a transferred employee (see Chapter 39), subject to the conditions stated below and within the general limitations of this subparagraph applicable to other covered expenses.

(1) For Employees Transferred On or After November 14, 1983, Through October 11, 1984. The amount of a broker's fee or real estate commission, or other real estate sales transaction expenses which normally are reimbursable to the employee under paragraph 23-4 but have been paid by a relocation service company incident to an assigned sale from the employee, provided that such payments constitute income to the employee. For the purposes of this regulation, an assigned sale occurs when an employee obtains a binding agreement for the sale of his/her residence and assigns the inherent rights and obligations of that agreement to a relocation company that is providing services under contract with the employing agency. For example, if the employee incurs an obligation to pay a specified broker's fee or real

estate commission under the terms of the sales agreement, this obligation along with the sales agreement is assigned to the relocation company and may, upon payment of the obligation by the relocation company, constitute income to the employee. (See paragraph 39-7 entitled Income Tax Consequences of Using Relocation Companies.)

(2) For Employees Transferred On or After October 12, 1984. Expenses paid by a relocation company providing relocation services to the transferred employee pursuant to a contract with the employing agency to the extent such payments constitute income to the employee. (See paragraph 39-7.) Note: See references shown in parentheses for reimbursement provisions for each allowance listed in a through i, above. See Section 217 of the Internal Revenue Code (IRC) and Internal Revenue Service (IRS) Publication 521 entitled "Moving Expenses" and appropriate State and local tax authority publications for additional information on the taxability of moving expense reimbursements and the allowable tax deductions for moving expenses.

23-4. Exclusions from Coverage. The provisions of this chapter are not applicable to the following:

a. Any tax liability that may result from payments by the Government to relocation companies on behalf of employees transferred on or after November 14, 1983, through October 11, 1984, other than the payments for those expenses specified in subparagraph 23-3i(1).

b. Any tax liability incurred for local income taxes other than city income tax as a result of moving expense reimbursements for employees transferred on or after November 14, 1983, through October 11, 1984. (See definition in subparagraph 23-5b.)

c. Any tax liability resulting from reimbursed expenses for any nontemporary storage of household goods except as specifically provided for in subparagraph 23-3c.

d. Any tax liability resulting from paid or reimbursed expenses for shipment of a privately-owned automobile.

e. Any tax liability resulting from an excess of reimbursed amounts over the actual expense paid or incurred. For instance, if an employee's reimbursement for the movement of household goods is based on the commuted rate schedule and his/her actual moving expenses are less than the reimbursement, the tax liability resulting from the difference is not covered by the RIT allowance. (See subparagraph 23-8c(2)(a).)

f. Any tax liability resulting from an employee's decision not to deduct moving expenses for which a tax deduction is allowable under the Internal Revenue Code or appropriate State and local tax codes. (See subparagraphs 23-8b(1) and 23-8c(2).)

23-5. Definitions and Discussion of Terms. For purposes of this part, the following definitions will apply:

a. State Income Tax. A tax, imposed by a State tax authority, that is deductible for Federal income tax purposes as a State income tax under section 164(a)(3) of the IRC. "State" means any one of the several States of the United States and the District of Columbia.

b. Local Income Tax. A tax, imposed by a recognized city or county tax authority, that is deductible for Federal income tax purposes as a local (city or county) income tax under section 164(a)(3) of the IRC; except that, for employees transferred on or after November 14, 1983, through October 11, 1984, local income tax shall be construed to mean only city income tax. For purposes of this regulation:

(1) City means any unit of general local government which is classified as a municipality by the Bureau of the Census, or which is a town or township that in the determination of the Secretary of the Treasury possesses powers and performs functions comparable to those associated with municipalities, is closely settled, and contains within its boundaries no incorporated places as defined by the Bureau of the Census (31 CFR 215.2(b)(1)).

(2) County means any unit of local general government which is classified as a county by the Bureau of the Census (31 CFR 215.2(e)).

c. Covered Moving Expense Reimbursements or Covered Reimbursements. As used herein, these terms include those moving expenses listed in paragraph 23-3 as being covered by the RIT allowance and which may be furnished in kind, or for which reimbursement or an allowance is provided by the Government.

d. Covered Taxable Reimbursements. Covered moving expense reimbursements minus the tax deductions allowable under the IRC and IRS regulations for moving expenses. (See determination in subparagraph 23-8c.)

e. Year 1 or Reimbursement Year. The calendar year in which reimbursement or payment for moving expenses is made to, or for, the employee under the provisions of chapters 22 through 30. All or part of these reimbursements (see paragraph 23-6) are reported to the IRS as income (wages, salary or other compensation) to the employee for that tax year under the provisions of the IRC and IRS regulations, and are subject to Federal tax withholding. The withholding tax allowance (WTA) (see 1, below) is calculated in Year 1, to cover the employee's Federal tax withholding obligations each time covered moving expense reimbursements are made that result in a Federal tax withholding obligation. For purposes of this regulation, an advance of funds for any of the covered moving expenses is not considered to be a reimbursement or a payment until the SF 1012 settlement for such expenses takes place. If an employee's reimbursement for moving expenses is spread over more than 1 year, he/she will have more than one Year 1.

f. Year 2. The calendar year in which a claim for the RIT allowance is paid.

(1) Generally, Year 2 will be the calendar year immediately following Year 1 and in which the employee files a tax return reflecting his/her tax liability for income received in Year 1. However, there may be instances where the employee's claims submission and/or payment of the RIT allowance is delayed beyond the calendar year immediately following Year 1. (Year 1 will always be the calendar year that reimbursements are received; see subparagraph 23-5e.) Year 2 will be the calendar year in which the RIT allowance is actually paid.

(2) The RIT allowance is calculated in Year 2 and paid to cover the additional tax liability (resulting from moving expense reimbursements received in Year 1) not covered by the WTA paid in Year 1. If an employee's covered taxable reimbursements are spread over more than one year, he/she will have more than one Year 2.

g. Federal Withholding Tax Rate (FWTR). The tax rate applied to incremental income to determine the amount to be withheld for Federal income tax from salary or other compensation such as moving expense reimbursements. Because moving expense reimbursements constitute supplemental wages for Federal income tax purposes, the 20 percent flat rate of withholding is generally applicable to such reimbursements (see subparagraph 23-7c). Treasury Fiscal Requirements Manual, ITFRM 3-5000, and applicable IRS regulations should be referenced for complete and up-to-date information on this subject.

h. Earned Income. For purposes of the RIT allowance, Earned Income shall include only the gross compensation (salary, wages, or other compensation such as reimbursement for moving expenses and the related WTA (see subparagraph 23-5n) and any RIT allowance (see subparagraph 23-5m) paid for moving expense reimbursement in a prior year) that is reported as income on IRS Form W-2 for the employee (employee and spouse, if filing jointly), and if applicable, the net earnings (or loss) from self-employment income shown on Schedule SE of IRS Form 1040. Earned income may be from more than one source. (See subparagraph 23-8d.)

i. Marginal Tax Rate (MTR). The tax rate (for example 35 percent) applicable to a specific increment of income. The Federal and State marginal tax rates to be used in calculating the RIT allowance are provided in figures 23-1, 23-2 and 23-3. See subparagraph 23-8e(3) for instructions on local marginal tax rate determinations.

j. Combined Marginal Tax Rate (CMTR). A single rate determined by combining the applicable marginal tax rates for Federal, State and local income taxes, using the formulas provided in subparagraph 23-8e(4).

k. Gross-up. Payment for the estimated additional income tax liability incurred by an employee as a result of reimbursements or payments by the Government for the covered moving expense reimbursements listed in paragraph 23-3.

l. Gross-up Formulas. The formulas used to determine the amount of the gross-up for the WTA and the RIT allowance. The formulas used herein (see subparagraphs 23-7d and 23-8f) compensate the employee for the initial tax, the tax on tax, etc. Note that the WTA gross-up formula in subparagraph 23-7d is different than the RIT gross-up formula prescribed in subparagraph 23-8f.

m. RIT Allowance. The amount of payment, computed in Year 2 to cover substantially all of the estimated additional tax liability incurred as a result of the covered moving expense reimbursements received in Year 1.

n. Withholding Tax Allowance (WTA). The withholding tax allowance (WTA), paid in Year 1, covers the employee's Federal tax withholding liability on covered taxable reimbursements received in Year 1. The amount is computed by applying the withholding gross-up formula prescribed in subparagraph 23-7d (using the Federal withholding tax rate) each time that a Federal withholding obligation is incurred on covered moving expense reimbursements received in Year 1. Grossing-up the Federal withholding amount protects the employee from having to use part of his/her moving expense reimbursement to pay Federal withholding taxes. (See paragraph 23-7.)

23-6. Procedures in General.

a. This regulation sets forth procedures for the computation and payment of the RIT allowance and defines Agency and employee responsibilities. This regulation does not require changes to those internal fiscal procedures established by individual agencies pursuant to IRS regulations, or the Treasury Fiscal Requirements Manual, provided that the intents of the statute authorizing the RIT allowance and this regulation are not disturbed.

b. The total amount reimbursed or paid to the employee, or on his/her behalf, for travel, transportation and other relocation expenses and allowances is includable in the employee's gross income pursuant to the IRC and certain State or local government tax codes. Some moving expenses for which reimbursements are received may be deducted from income by the employee as moving expense deductions, subject to certain limitations prescribed by the IRS or pertinent State or local tax authorities. Reimbursements for nondeductible moving expenses are subject to income tax. (See IRS Publication 521, entitled Moving Expenses and the appropriate State and local tax codes for detailed information.)

c. Usually, if the employee is reimbursed for nondeductible moving expenses, the amount of these reimbursements is subject to withholding of Federal income tax in accordance with IRS regulations at the time of

reimbursement. Under existing fiscal procedures, the amount of the employee's withholding obligation is usually deducted either from reimbursements for the moving expenses at the time of reimbursement or from the employee's salary. (See Treasury Fiscal Requirements Manual for Federal Agencies.)

d. Payment of a WTA established herein will offset deductions for the Federal income tax withholding on moving expense reimbursements and on the WTA itself, from the employee's moving expense reimbursements or from salary.

e. The total amount of the RIT allowance can be computed after the end of Year 1 as soon as the earned income level, income tax filing status, total covered taxable reimbursements, and the applicable marginal tax rates can be determined. Employee claims for the RIT allowance should be submitted in accordance with this regulation.

f. Procedures are prescribed in paragraphs 23-7 and 23-8 for computation and payment of the WTA and the RIT allowance. These procedures are built on existing fiscal procedures and IRS regulations regarding reporting of employee income from reimbursements and withholding of taxes on supplemental wages.

23-7. Procedures for Determining the WTA in Year 1.

a. General Rules. The WTA is designed to cover only the employee's withholding tax obligation for Federal income taxes on income resulting from covered moving expense reimbursements. (See definition in subparagraph 23-5c.) Other withholding tax obligations, if any, such as for social security taxes or for State and/or local income taxes on income resulting from moving expense reimbursements shall not be included in the calculation of the WTA payment. The amount of the WTA is equal to the Federal income tax withholding obligation incurred by the employee on covered moving expense reimbursements (which are not offset by deductible moving expenses) and on the WTA itself. Each time covered moving expense reimbursements are paid to or on behalf of the employee, the WTA shall be calculated, accounted for, and reported as provided in subparagraph 23-7b through g.

b. Determination of Amount of Reimbursement Subject to Withholding. Under IRS regulations, income resulting from reimbursements for nondeductible moving expenses is subject to withholding of Federal income taxes. (See IRS Publication 521, Moving Expenses.) There are some moving expenses which may be reimbursed but are not covered taxable reimbursements (see definition in subparagraph 23-5d) for purposes of the WTA and RIT allowance calculations, such as nontemporary storage of household goods. (See exclusions in paragraph 23-4.) Therefore, the actual amount of the covered taxable reimbursements may be different than the amount of nondeductible moving expenses subject to Federal income tax withholding. Because the difference in these amounts should not be substantial, the amount of nondeductible moving expenses subject to Federal income tax withholding, as determined by the agency pursuant to IRS regulations, may be used in calculating the WTA. (Note that the RIT calculation procedure in paragraph 23-8 requires determination of covered taxable reimbursements.)

c. Determination of Federal Withholding Tax Rate (FWTR). Because moving expense reimbursements constitute supplemental wages for Federal income tax purposes, the 20 percent flat rate of withholding is generally applicable to income generated by such reimbursements. The 20 percent rate should be used in calculating the WTA unless under the Agency's internal fiscal (withholding) procedures a different withholding rate is used pursuant to IRS tax regulations. In such cases, the applicable withholding rate shall be substituted for the 20 percent rate in the calculation shown in subparagraph 23-7d.

d. Calculation of the WTA.

(1) The WTA is calculated by substituting the amounts determined in subparagraphs 23-7b and c, a into the WTA gross-up formula shown below:

Formula: $Y = \frac{X}{1-X} (N)$

Where:
Y = WTA
X = FWTR (generally, 20 percent)
N = nondeductible moving expenses/covered taxable reimbursements

Example: If X = 20 percent
N = $21,800

Then $Y = \frac{.20}{1.00-.20} ($21,800)$

$Y = .25 ($21,800)$
$Y = $5,450$

e. WTA Payment and Employee Agreement for Repayment.

(1) The WTA may be calculated several times within Year 1 if reimbursements for moving expenses are made on more than one travel voucher. Each time an employee is reimbursed for moving expenses which are subject to Federal tax withholding in accordance with the IRS regulations, the WTA will be calculated and paid unless the employee fails to comply with the requirements in subparagraph 23-7d(2).

(2) The employee shall be required to agree in writing to (a) repay any excess amount paid to him/her in Year 1, (see subparagraphs 23-8f(4) and 23-9b(3)), and (b) submit the required certified tax information and claim for his/her RIT allowance within a reasonable length of time (as determined by the Agency) after the close of Year 1. Failure of the employee to comply with this requirement will preclude the Agency's payment

of the WTA. The entire WTA will be considered an excess payment if the RIT allowance claim is not submitted in a timely manner to settle the RIT allowance account.

f. Determination of Employee's Withholding Tax on WTA. Since the amount of the WTA is considered income to the employee, it is subject to the same tax withholding requirements as all other moving expense reimbursements. See Treasury Fiscal Requirements Manual for Federal Agencies, Section 4080, Moving Expense Requirements, for withholding requirements.

g. End of Year Reporting. At the end of the year, agencies generally are required to issue IRS Form(s) W-2 for each employee showing total gross compensation (including moving expense reimbursements) and the applicable amount of Federal taxes withheld. For tax reporting purposes, the WTA is to be treated as a moving expense reimbursement. The total amount of the employee's WTA's paid during the year as well as the amount of moving expense reimbursements should be included as income on the employee's Form W-2. The Federal tax withholding amount applicable to the moving expense reimbursements and the WTA should also be included on the employee's Form W-2. The amount of the WTA's also will be furnished to the employee along with the amount of moving expenses reimbursements on IRS Form 4782 (see figure 24-2) or another itemized listing provided for the employee's use in preparing his/her tax return (see IRS regulations for further guidance) and in claiming the RIT allowance as provided in paragraph 23-8.

23-8. Rules and Procedures for Determining the RIT Allowance in Year 2.

a. Summary/Overview of Procedures. The RIT allowance will be calculated and claimed in Year 2. (See definition in subparagraph 23-5f.) This can be accomplished as soon as the employee can determine earned income (as defined herein), income tax filing status, covered taxable reimbursements for the Year 1 (see definition in subparagraph 23-5e) and the applicable marginal tax rates. The RIT allowance is then calculated using the gross-up formula under procedures prescribed herein. Since the RIT allowance is considered income, appropriate withholding taxes on the RIT allowance are deducted and the balance constitutes the net payment to the employee. Rules, procedures, examples, and prescribed tax tables for these calculations are provided in subparagraphs 23-8b through h, and in the figures to this chapter.

b. General Rules and Assumptions.

(1) The procedures prescribed herein for calculations and payment of the RIT allowance are based on certain assumptions jointly developed by GSA and IRS, and tax tables developed by IRS. This approach avoids a potentially controversial and administratively burdensome procedure requiring the employee to furnish extensive documentation, such as certified copies of actual tax returns and reconstructed returns, in support of a claim for a RIT allowance payment. Specifically, the following assumptions have been made:

(a) The employee will claim allowable moving expense deductions for the same tax year in which the corresponding moving expense reimbursements are included in income.

(b) Changes to the IRC, applicable to the 1987 and subsequent tax years, require that allowable moving expense deductions must be taken as an itemized deduction from gross income rather than as an adjustment to gross income as in previous tax years. It is assumed that employees will receive the benefit of allowable moving expense deductions to offset income either by itemizing their moving expense deductions or through the increased standard deductions.

(c) Prior to the Tax Reform Act of 1986, it was assumed that the employee's (and spouse's, if a joint return is filed) earned income, filing status, and CMTR determined for Year 1 (and used in determining the RIT allowance in Year 2) would remain the same or would not be substantially different in the second and subsequent tax years. However, the Tax Reform Act of 1986 substantially changed the Federal tax rates. Until the transition to the new tax rates is completed, it is necessary to compute a separate CMTR for Year 1 and for Year 2 (see subparagraph 23-8e). The formula for calculating any RIT allowances to be paid in 1988 which is unchanged from 1987 is shown in subparagraph 23-8f. It is assumed that within the accuracy of the calculation, the State and local tax rates for Year 1 and Year 2 will remain the same or will not be substantially different. Therefore, the State and local tax rates for Year 1 shall be used in calculating the CMTR for Year 2.

(2) The prescribed procedures which yield an estimate of an employee's additional tax liability due to moving expense reimbursements are to be used uniformly. They are not to be adjusted to accommodate an employee's unique circumstance which may differ from the assumed circumstances stated in subparagraph 23-8b(1).

(3) An adjustment of the RIT allowance paid in Year 2 for the covered taxable reimbursements received in Year 1 is required if the tax information certified to on the RIT allowance claim is different than that shown on the actual Federal tax return filed with IRS for Year 1 or changed for any reason after filing of the tax return, so as to affect the CMTR's used in the RIT allowance calculation. (See paragraph 23-10 for claims procedures.)

c. Determination of Covered Taxable Reimbursements.

(1) Generally, the amount of the covered taxable reimbursements is the difference between (a) the amount of covered moving expense reimbursements for the allowances listed in paragraph 23-3 that was included in the employee's income in Year 1, and (b) the maximum amount of allowable moving expenses that may be claimed as a moving expense deduction by the employee on his/her Federal tax return under IRS tax regulations to offset the income resulting from moving expense reimbursements for Year 1. The covered taxable

reimbursements will be determined as if the employee had itemized and deducted all allowable moving expense deductions. (See assumption made in subparagraph 23-8b(1)(b).) If the employee is precluded from claiming moving expense deductions because he/she does not meet IRS requirements for the distance test, then the amount of covered taxable reimbursements is the same as the amount of covered moving expense reimbursements. (See subparagraph 23-5d.)

(2) For purposes of calculating the RIT allowance, the following special rules apply to the determination of moving expense deductions to offset moving expense reimbursements reported as income:

(a) The total amount of reimbursement (which was reported as income) for the expenses of en route travel for the employee and family (see subparagraph 23-3a) and transportation (including up to 30 days temporary storage) of household goods (see subparagraph 23-3b) to the new official station shall be used as a moving expense deduction. (See also subparagraphs 23-4e and f.)

(b) The total amount of reimbursement for a househunting trip, temporary quarters (up to 30 days at new station) and real estate transaction expenses (see subparagraphs 23-3e, f, g and i), up to the maximum allowable deduction under IRS tax regulations, shall be used as a moving expense deduction. For example, an employee and spouse filing a joint return and residing in the same household at the end of the tax year may deduct up to $3,000 for these expenses. (No more than $1,500 of the $3,000 may be claimed for a househunting trip and temporary quarters expenses combined.) If the employee was reimbursed $1,350 for a househunting trip and temporary quarters expenses and $9,000 for real estate expenses, the moving expense deductions would be $1,350 for the househunting trip and temporary quarters expenses and $1,650 for real estate expenses. If the employee's reimbursement was $1,850 for the househunting trip and temporary quarters expenses and $9,000 for real estate expenses, the moving expense deductions would be $1,500 for the househunting trip and temporary quarters expenses and $1,500 for real estate expenses. If the employee had no reimbursement for the househunting trip and temporary quarters, the full $3,000 would be applied to the $9,000 reimbursement for real estate expenses. (See IRS Publication 521, Moving Expenses, for these and other maximums which vary by situation and filing status.)

(3) Procedures and examples are provided herein as if all moving expense reimbursements are received in one year with all moving expense deductions applied in that same year to arrive at the covered taxable reimbursements. However, when reimbursements span more than 1 year, the amount of covered taxable reimbursements must be determined separately for each reimbursement year (Year 1). The maximum moving expense deductions apply to the entire move. Under IRS tax regulations the employee has some discretion as to when he/she claims these deductions (e.g., in the year of the move when the expense was paid or in the year of reimbursement, if these actions do not occur in the same year). However, for purposes of the RIT

allowance procedures, the moving expense deductions will be applied in the year that the corresponding reimbursement is made. For example, if an employee incurred and was reimbursed $1,000 for a househunting trip and temporary quarters in 1986 and an additional $1,000 for temporary quarters in 1987, this employee, according to his/her particular situation and tax filing status, may deduct $1,500 of these expenses in moving expense deductions. In calculating the RIT allowance for 1986, $1,000 of the $1,500 deduction is used to offset the $1,000 reimbursement in 1986 resulting in zero covered taxable reimbursements for the househunting trip and temporary quarters for 1986. The remaining $500 (balance of the $1,500 not used in determining covered taxable reimbursements for 1986) will be used to offset the $1,000 temporary quarters reimbursement in 1987 (second Year 1), leaving $500 of the temporary quarters reimbursement as a covered taxable reimbursement for 1987.

(4) Although the WTA amount is included in income (see paragraph 23-7), it shall not be included in the amount of covered taxable reimbursements. Under the procedures and formulas established herein, the proper amount of the RIT allowance is calculated using the RIT gross-up formula with the WTA and any prior RIT allowance payments excluded from covered taxable reimbursements.

(5) There may be moving expenses reimbursed to the employee that are not covered by the RIT allowance. (See exclusions in paragraph 23-4; also see discussion in paragraph 23-7 regarding covered taxable reimbursements versus nondeductible expenses.)

(6) An example showing how to calculate covered taxable reimbursements is illustrated in figure 24-4.

d. Determination of Income Level and Filing Status. In order to determine the CMTR's needed to calculate the RIT allowance, the employee must determine the appropriate amount of earned income (as prescribed herein) that was or will be reported on his/her Federal tax return for the tax year in which the covered taxable reimbursements were received (Year 1). Such amount will also include the spouse's earned income if a joint filing status is claimed. For purposes of this regulation, appropriate earned income shall include only the amount of gross compensation reported on IRS Form(s) W-2, and, if applicable, the net earnings (or loss) from self-employment income as shown on Schedule SE of IRS Form 1040. (See subparagraph 23-5h.) (Note that moving expense reimbursements including the WTA amounts and any RIT allowance paid for a prior Year 1 are to be included in earned income and should be shown as income on the Form W-2; if they are not, other appropriate documentation shall be furnished by the Agency.) (See subparagraph 23-7g.) The amount of earned income as determined under this provision and the tax filing status (for example, from lines 1 through 5 on the 1987 IRS Form 1040) shall be contained in a certified statement on, or attached to, the voucher claiming the RIT allowance (see subparagraph 23-10). If a joint filing status is claimed and the

spouse's earned income is included, the spouse must sign the certified statement. If the spouse does not sign the statement, earned income will include only the employee's earned income and the RIT allowance will be calculated on that basis. This condition will not apply if an employee is allowed, under IRS rules, to file a joint return as a surviving spouse.

e. Determination of the CMTR's. The gross-up formula used to calculate the RIT allowance in subparagraph 23-8f, requires the use of two CMTR's--one for Year 1 in which reimbursements were received and the other for Year 2 in which the RIT allowance is paid. CMTR's are single tax rates calculated to represent Federal, State and/or local tax rates applicable to the earned income determined in subparagraph 23-8d, for Year 1. The CMTR's will be determined as provided in subparagraphs 23-8e(1) through (4).

(1) Federal Marginal Tax Rate. The Federal marginal tax rates for Year 1 and Year 2 are determined by using the income level and filing status determined under subparagraph 23-8d and contained in the certified statement by the employee (or employee and spouse) the RIT allowance claim, and applying the prescribed Federal tax tables contained in figures 23-1 and 23-3. For example, if the income level for 1987 tax year (Year 1) was $65,000 for a married employee filing a Federal joint return, the Federal marginal tax rate would be 35 percent for Year 1 (1987) (see figure 23-1) and 28 percent for Year 2 (1988) (see figure 23-3). These rates would be used regardless of how much of the $65,000 was attributable to reimbursement for the employee's relocation expenses. (Note that these marginal rates are different from the withholding tax rate used for the WTA.) If the employee incurs only Federal income tax (i.e., there are no State or local taxes), the Federal marginal tax rates determined from figures 23-1 and 23-3 are the CMTR's to be used in the RIT gross-up formula provided in subparagraph 23-8f. In such cases, the provisions of subparagraphs 23-8e(2) and (3) do not apply.

(2) State Marginal Tax Rate.

(a) If the employee incurs an additional State income tax (see definition in subparagraph 23-5a) liability as a result of moving expense reimbursements, the appropriate State tax table in figure 23-2 is to be used to determine the applicable State marginal tax rate that will be substituted into the formula for determining the CMTR for both Year 1 and Year 2. The appropriate State tax table will be the one that corresponds to the tax year in which reimbursements are paid to the employee (Year 1). The income level determined in subparagraph 23-8d for Federal taxes shall be used to identify the appropriate income bracket in the State tax table. The applicable State marginal tax rate is obtained from the selected income bracket column for the State where the employee is required to pay State income tax on moving expense reimbursements. The tax rates shown in the table apply to all employees regardless of their filing status, except where a separate rate is shown for a single filing status.

(b) The lowest income bracket shown in the State tax table in figure 23-2 is $20,000-$24,999. In cases where the employee's (employee's and spouse's, if filing jointly) earned income as determined under subparagraph 23-8d is less than this income bracket, an appropriate State marginal tax rate shall be established by the employing agency from the applicable State tax code or regulations issued pursuant thereto. Such State marginal tax rate shall be representative of the earned income level in question but in no case more than the marginal tax rate established in figure 23-2 for the $20,000-$24,999 income bracket for the particular State in which an additional income tax obligation has been incurred.

(c) The prescribed State marginal tax rates generally are expressed as a percent of taxable income. However, if the applicable State marginal tax rate is stated as a percentage of the Federal income tax liability, the State tax rate must be converted to a percent of taxable income to be used in the CMTR formulas in subparagraph 23-8e(4). This is accomplished by multiplying the applicable Federal tax rate for Year 1 by the applicable State tax rate. For example, if the Federal tax rate is 35 percent for Year 1 and the State tax rate is 25 percent of the Federal income tax liability, the State tax rate stated as a percent of taxable income would be 8.75 percent. The State tax rate thus determined for Year 1 will be used in determining the CMTR for both Year 1 and Year 2.

(d) An employee may incur a State income tax liability on moving expense reimbursements in more than one State at the same or different marginal tax rates. Nevertheless, a single State marginal tax rate must be determined for use in the CMTR formulas in subparagraph 23-8e(4). The following general rules shall be applied in determining the applicable single rate.

(i) In the tax year during which the transfer actually takes place, the employee may incur a State income tax obligation at both the old and the new location. However, most moving expense reimbursements will be taxed at the new location. Although the employee may receive some reimbursements (e.g., for a househunting trip) prior to the actual transfer which would be credited as income at the old location, these types of expenses generally are tax deductible and would not generate an additional State tax liability for the employee. In addition, procedures inherent in the travel voucher reimbursement system tend to cause most reimbursements which may be taxable to occur after the actual transfer. Therefore, the State marginal tax rate determined under subparagraphs 23-8e(2)(a) through (c) for the new location will be used in the CMTR formulas.

(ii) There may be other situations where the employee is subject to taxes on moving expense reimbursements in two States, for instance, in one State because of State residency and in another because a particular State taxes income earned within its jurisdiction irrespective of whether the employee is a resident. If the two States involved recognize such situations by allowing an adjustment or credit for taxes paid to the

other State, the employee's State marginal tax rate for the State where income tax on moving expense reimbursements is actually paid will be determined and used in the CMTR formulas. However, in those situations where there is in fact double taxation on income from moving expense reimbursements and the taxes imposed by both States qualify as a State income tax (as defined in subparagraph 23-5a), the sum of the State marginal tax rates for the two States as determined under subparagraphs 23-8e(2)(a) through (c) shall be used in the CMTR formulas.

(3) Local Marginal Tax Rate. Because of the impracticality of establishing a single marginal tax rate table for local income taxes that could be applied uniformly on a nationwide basis, appropriate local marginal tax rates shall be determined as provided in subparagraphs 23-8e(3)(a) through (c), below.

(a) If the employee incurs an additional local income tax (see definition subparagraph 23-5b) liability as a result of moving expense reimbursements, he/she shall certify to such fact when claiming the RIT allowance (see certification statement in paragraph 23-10) by specifying the name of the locality imposing the income tax and the applicable marginal tax rate determined from the actual marginal tax rate table or schedule prescribed by the taxing locality. The marginal tax rate shall be the one applicable to the taxable income portion of the amount of earned income determined under subparagraph 23-8d for the employee (and spouse, if filing jointly). The same tax rate shall be used in calculating the CMTR for both Year 1 and Year 2. The employing agency shall establish procedures to determine whether the employee certified local marginal tax rate is appropriate for the employee's income level and filing status and approve its use in the CMTR formulas. (See also subparagraph 23-10b(2).)

(b) If the local marginal tax rate is stated as a percentage of Federal or State income tax liability, such rate must be converted to a percent of taxable income for use in the CMTR formulas. This is accomplished by multiplying the applicable Federal or State tax rate for Year 1 as determined in subparagraph 23-8e(1) or (2) by the applicable local tax rate. For example, if the State tax rate for Year 1 is 6 percent and the local tax rate is 50 percent of State income tax liability, the local tax rate stated as a percentage of taxable income would be 3 percent. The local tax rate thus determined for Year 1 will be used in determining the CMTR for both Year 1 and Year 2.

(c) The situations described in subparagraph 23-8e(2)(d) with respect to State income taxes may also be encountered with local income taxes. If such situations do occur, the rules prescribed for determining the single State marginal tax rate shall also be applied to determine the single local marginal tax rate for use in the CMTR formulas.

(4) Calculation of the CMTR's. As stated above, the gross-up formula for calculating the RIT allowance requires the use of two CMTR's. However, the required CMTR's cannot be calculated by merely adding the Federal, State and local marginal tax rates together because of the deductibility of State and local income taxes from income for Federal income tax purposes. The State tax tables prescribed in figure 23-2 are designed to use the same income amount as that determined for the Federal taxes, which reflects, among other things, State and local tax deductions. The formulas prescribed below for calculating the CMTR's are designed to adjust the State and local tax rates to compensate for their deductibility from income for Federal tax purposes.

(a) Calculation of the CMTR for Year 1. The following formula shall be used to calculate the CMTR for Year 1.

CMTR Formula: $X = F + (1-F)S + (1-F)L$

Where:
X = CMTR for Year 1
F = Federal tax rate for Year 1
S = State tax rate for Year 1
L = Local tax rate for Year 1

(i) Federal, State and Local Taxes Incurred. If the employee incurs Federal, State and local taxes on moving expense reimbursements, the CMTR formula may be solved as follows:

Example: If F = 35 percent of income
S = 6 percent of income
L = 2 percent of income

Then $X = .35 + (1.00-.35).06 + (1.00-.35).02$
$X = .4020$

(ii) Federal and State Income Taxes Only. If the employee incurs tax liability on moving expense reimbursements for Federal and State income tax but none for local income tax, the value of "L" is zero and the CMTR formula may be solved as follows:

Example: If F = 35 percent of income
S = 6 percent of income
L = Zero

Then $X = .35 + (1.00-.35).06$
$X = .3890$

(iii) Federal and Local Income Taxes Only. If the employee incurs a tax liability on moving expense reimbursements for Federal and local income tax but none for State income tax, the value of "S" is zero and the CMTR formula may be solved as follows:

Example: If F = 35 percent of income
S = Zero
L = 2 percent of income

Then X = .35 + (1.00-.35).02
X = .3630

(b) Calculation of the CMTR for Year 2. The calculation of the CMTR for Year 2 is the same as described in (a), above, for Year 1 except that the Federal tax rate for Year 2 is used in place of the Federal tax rate for Year 1. State and local tax rates remain the same as for Year 1. The following formula shall be used to determine the CMTR for Year 2:

CMTR Formula: $W = F + (1-F)S + (1-F)L$

Where:
W = CMTR for Year 2
F = Federal tax rate for Year 2
S = State tax rate for Year 1
L = Local tax rate for Year 1

f. Determination of the RIT Allowance. The RIT allowance to cover the tax liability on additional income resulting from the covered taxable reimbursements received in Year 1 is calculated in Year 2 as provided below:

(1) The RIT allowance is calculated by substituting the amount of covered taxable reimbursements for Year 1 (see subparagraph 23-8c), the CMTR's for Year 1 and Year 2, and the total amount of the WTA's paid in Year 1 into the gross-up formula as follows:

Formula: $Z = \frac{X}{1-W}(R) - \frac{1-X}{1-W}(Y)$

Where:
Z = RIT allowance payable in Year 2
X = CMTR for Year 1
W = CMTR for Year 2
R = Covered taxable reimbursements
Y = Total WTA's paid in Year 1

Example: If X = .4020
W = .3376
R = $21,800
Y = $5,450

$$\text{Then } Z = \frac{.4020}{1.00-.3376}(\$21,800) - \frac{1.00-.4020}{1.00-.3376}(\$5,450)$$

$$Z = .6069(\$21,800) - .9028(\$5,450)$$
$$Z = \$13,230.42 - \$4,920.26$$
$$Z = \$8,310.16$$

(2) There may be instances when a WTA was not paid in Year 1 at the time moving expense reimbursements were made. In cases where there is no WTA to be deducted, the value of "Y" is zero and the formula stated in (1), above, for calculating the amount of the RIT allowance (Z) due the employee in Year 2 may be solved as shown in the following example:

Example: If $X = .4020$
$W = .3376$
$R = \$21,800$
$Y =$ Zero

$$\text{Then } Z = \frac{.4020}{1.00-.3376}(\$21,800)$$

$$Z = .6069\ (\$21,800)$$
$$Z = \$13,230.42$$

(3) If the amount of the RIT allowance is greater than zero, it is payable to the employee on the travel voucher as a relocation or moving expense allowance. The RIT allowance amount is included in the employee's gross income for Year 2 and, therefore, subject to appropriate withholding taxes (see net payment to employee in subparagraph 23-8g). The RIT allowance amount will be reported on IRS Form W-2 for Year 2 (including applicable income tax withholding amounts) and on IRS Form 4782 for the employee's information.

(4) If the calculation of the RIT allowance results in a negative amount, the employee is obligated to repay this amount as a debt due the Government (see subparagraphs 23-7e(2) and 23-9b).

(5) Any changes to the employee's income level or filing status for Year 1 that would affect the marginal tax rates (Federal, State, or local) used in calculating the RIT allowance must be reported to the Agency by the employee as provided in subparagraph 23-9b(2). (See also subparagraph 23-10 for certified statement regarding these changes.)

g. Determination of the Net Payment Due Employee in Year 2. Since the amount of the RIT allowance is income to the employee in Year 2, it is subject to the same tax withholding requirements as all other moving expense reimbursements. Agencies should determine the appropriate amounts for withholding taxes under their internal tax withholding procedures. The amount of withholding taxes is deducted from the RIT allowance to arrive at the net payment to the employee.

h. Summary Example. The procedures provided in subparagraphs 23-8a through f, for calculating the RIT allowance and in paragraph 23-7 for calculating the WTA are summarized and illustrated for a hypothetical situation in figure 23-8.

23-9. Responsibilities.

a. Agency. Finance offices will calculate the amount of the gross-up for the WTA in Year 1 in accordance with procedures outlined herein and credit this amount to the employee at the time of reimbursement as provided in subparagraph 23-7e. The WTA will be reflected on the employee's Form W-2 for Year 1. The RIT allowance may be calculated in Year 2 either by the employee or by the Agency finance office based on information provided by the employee on the voucher, as directed by the Agency's implementing policies and procedures. In addition, agencies shall prescribe appropriate and necessary implementing procedures as provided elsewhere in this chapter.

b. Employee.

(1) The employee is required to submit a claim for the RIT allowance and to file the tax information for Year 1 specified in paragraph 23-10 with his/her agency in Year 2, regardless of whether any additional reimbursement for the RIT allowance is owed the employee. (See subparagraph 23-7e for employee agreement.)

(2) If any action occurs (i.e., amended tax return, tax audit, etc.) that would change the information provided in Year 2 by the employee to his/her agency for use in calculating the RIT allowance due the employee for Year 1 taxes, this information must be provided by the employee to his/her agency under procedures prescribed by the agency. (See paragraph 23-10.)

(3) If the calculation of the RIT allowance results in a negative amount, the employee is obligated to repay this amount as a debt due the Government (see subparagraphs 23-7e(2) and 23-8f(4)).

23-10. Claims for Payment and Supporting Documentation and Verification.

a. Claims Forms. Claims for payment of the RIT allowance shall be submitted by the employee in Year 2 on SF 1012 or other authorized travel voucher form. When claiming payment for the RIT allowance, the employee shall furnish and certify to certain tax information that has been or will be shown on his/her actually prepared tax returns. The spouse must also sign the statement if joint filing status is claimed and spouse's income is included on statement. This information shall be contained in a certified statement on, or attached to, the SF 1012 reading essentially as follows:

I certify that the following information, which is to be used in calculating the RIT allowance to which I am entitled, has been (or will be) shown on the income tax returns files (or to be filed) by me (or by my spouse and me) with the applicable Federal, State, and local (specify which) tax authorities for the 198_ tax year.

- Gross compensation as shown on attached IRS Form(s) W-2 and, if applicable, net earnings (or loss) from self-employment income shown on attached Schedule SE (Form 1040):

	Forms W-2	Schedule SE
Employee	$_____	$_____
Spouse (if filing jointly)	$_____	$_____
TOTAL (Both columns)	$_____	

- Filing status: _____

  (Specify one of the filing status items that was (or will be) claimed on IRS Form 1040.)

- Marginal tax rates from Figures 23-1, 23-2, and 23-3 and local tax tables derived under procedures prescribed in Chapter 23:

  Federal for Year 1 _____
  Federal for Year 2 _____
  State (specify which): _____
  Local (specify which): _____

The above information is true and accurate to the best of my knowledge. I (we) agree to notify the appropriate agency official of any changes to the above (e.g., from amended tax returns, tax audit, etc.) so that appropriate adjustments to the RIT allowance can be made. The required supporting documents are attached. Additional documentation will be furnished if requested.

I (we) further agree that if the 12-month service agreement required by paragraph 22-10 is violated, the total amount of the RIT allowance will become a debt due the United States Government and will be repaid according to agency procedures pursuant to paragraph 23-11.

Employee's Signature	Date	Spouse's Signature (if filing jointly)	Date

Note: If a joint filing status is claimed and spouse's income is included, the spouse must sign the statement. If the spouse does not sign the document, earned income will include only the employee's earned income. This condition will not apply if an employee is allowed, under IRS rules, to file a joint return as a surviving spouse. (See subparagraph 23-8d.)

b. Supporting Documentation/Verification. The claim for the RIT allowance shall be supported by documentation attached to the voucher and by verification of State and local tax obligations as provided below:

(1) Copies of the appropriate IRS Forms W-2 and, if applicable, the completed IRS Schedule SE (Form 1040) shall be attached to the voucher to substantiate the income amounts shown in the certified statement. Employee (and spouse, if filing jointly) must agree to provide additional documentation to verify income amounts, filing status, and State and local income tax obligations if requested by the Agency.

(2) In order to determine or verify whether a particular State or local tax authority imposes a tax on moving expense reimbursements, it is incumbent upon the appropriate Agency officials to become familiar with the State and local tax laws that affect their transferring employees. In cases where the taxability of moving expense reimbursements is not clear, an agency may pay a RIT allowance which reflects only those State and local tax obligations that are clearly imposed under State and local tax law. Once the questionable State or local tax obligations are resolved, agencies may recompute the RIT allowance and make appropriate payment adjustments.

c. Fraudulent Claims. A claim against the United States is forfeited if the claimant defrauds or attempts to defraud the Government in connection therewith (28 USC 2514). In addition, there are two criminal provisions under which severe penalties may be imposed on an employee who knowingly presents a false, fictitious, or fraudulent claim against the United States (18 USC 287 and 1001). The employee's claim for payment of the RIT allowance shall accurately reflect the facts involved in every instance so that any violation of these provisions will be avoided.

23-11. Violation of Service Agreement. In the event the employee violates the terms of the service agreement required under paragraph 22-10, no part of the RIT allowance or the WTA will be paid, and any amounts paid prior to such violation shall be a debt due the United States until they are repaid by the employee.

23-12. Advance of Funds. No advance of funds is authorized in connection with the allowance provided in this chapter.

23-13. Source References. The following references or publications have been used as source material for this chapter.

a. Internal Revenue Code (IRC), section 164(a)(3) (26 USC 164(a)(3)) pertaining to the deductibility of State and local income taxes, and section 217 (26 USC 217), pertaining to moving expenses.

b. Internal Revenue Service Publication 521, Moving Expenses.

c. Internal Revenue Service, Circular E, Employer's Tax Guide.

d. Department of the Treasury Fiscal Requirements Manual for Federal Agencies, ITFRM 3-5000.

e. 31 CFR 215.2 (5 USC 5516, 5517, and 5520).

Figure 23-1
(Part 1 of 3)

Federal Marginal Tax Rates by Earned Income Level and Filing Status Tax Year 1985

The following table is to be used to determine the Federal marginal tax rate for computation of the RIT allowance as prescribed in subparagraph 23-8e(1). This table is to be used for employees who received covered taxable reimbursements during calendar year 1985.

Marginal Tax Rate	Single Taxpayer		Heads of Household		Married Filing Jointly/Qualifying Widows & Widowers		Married Filing Separately	
	Over	But not over	Over	But not over	Over	But not over	Over	But not over
11%.....	$3,455	$4,668	$4,834	$7,245	$7,770	$9,566	$3,329	$4,460
12%.....	4,668	5,865	7,245	9,726	9,566	12,134	4,460	5,767
14%.....	5,865	8,209	9,726	12,174	12,134	17,001	5,767	8,384
15%.....	8,209	10,420	N/A	N/A	N/A	N/A	N/A	N/A
16%.....	10,420	12,957	N/A	N/A	17,001	21,757	8,384	10,689
17%.....	N/A	N/A	12,174	15,623	N/A	N/A	N/A	N/A
18%.....	12,957	15,242	15,623	19,303	21,757	26,795	10,689	13,161
20%.....	15,242	17,601	19,303	23,250	N/A	N/A	N/A	N/A
22%.....	N/A	N/A	N/A	N/A	26,795	32,275	13,161	15,569
23%.....	17,601	21,513	N/A	N/A	N/A	N/A	N/A	N/A
24%.....	N/A	N/A	23,250	29,995	N/A	N/A	N/A	N/A
25%.....	N/A	N/A	N/A	N/A	32,275	39,016	15,569	18,966
26%.....	21,513	28,102	N/A	N/A	N/A	N/A	N/A	N/A
28%.....	N/A	N/A	29,995	37,075	39,016	46,428	18,966	22,953
30%.....	28,102	35,112	N/A	N/A	N/A	N/A	N/A	N/A
32%.....	N/A	N/A	37,075	44,145	N/A	N/A	N/A	N/A
33%.....	N/A	N/A	N/A	N/A	46,428	60,694	22,953	29,565
34%.....	35,112	42,507	N/A	N/A	N/A	N/A	N/A	N/A
35%.....	N/A	N/A	44,145	59,644	N/A	N/A	N/A	N/A
38%.....	42,507	53,394	N/A	N/A	60,694	80,537	29,565	39,359
42%.....	53,394	72,157	59,644	83,982	80,537	114,119	39,359	54,702
45%.....	N/A	N/A	83,982	113,966	114,119	147,522	54,702	75,409
48%.....	72,157	101,995	113,966	145,359	N/A	N/A	N/A	N/A
49%.....	N/A	N/A	N/A	N/A	147,522	207,441	75,409	110,906
50%.....	101,995	—	145,359	—	207,441	—	110,906	—

(Part 2 of 3)

Federal Marginal Tax Rates by Earned Income Level and Filing Status Tax Year 1986

The following table is to be used to determine the Federal marginal tax rate for computation of the RIT allowance as prescribed in subparagraph 23-8e(1). This table is to be used for employees who received covered taxable reimbursements during calendar year 1986.

Marginal Tax Rate	Single Taxpayer		Heads of Household		Married Filing Jointly/Qualifying Widows & Widowers		Married Filing Separately	
	Over	But not over	Over	But not over	Over	But not over	Over	But not over
11%.....	$6,180	$7,370	$6,782	$9,533	$9,670	$11,795	$5,840	$7,879
12%.....	7,370	8,450	9,533	10,523	11,795	13,739	7,879	9,665
14%.....	8,450	10,710	10,523	12,705	13,739	18,356	9,665	11,000
15%.....	10,710	11,775	N/A	N/A	N/A	N/A	N/A	N/A
16%.....	11,775	13,197	N/A	N/A	18,356	23,068	11,000	11,600
17%.....	N/A	N/A	12,705	16,050	N/A	N/A	N/A	N/A
18%.....	13,197	15,648	16,050	19,764	23,068	27,963	11,600	13,947
20%.....	15,648	18,108	19,764	23,841	N/A	N/A	N/A	N/A
22%.....	N/A	N/A	N/A	N/A	27,963	33,533	13,947	16,843
23%.....	18,108	22,040	N/A	N/A	N/A	N/A	N/A	N/A
24%.....	N/A	N/A	23,841	29,849	N/A	N/A	N/A	N/A
25%.....	N/A	N/A	N/A	N/A	33,533	40,202	16,843	20,297
26%.....	22,040	28,198	N/A	N/A	N/A	N/A	N/A	N/A
28%.....	N/A	N/A	29,849	35,320	40,202	46,870	20,297	22,659
30%.....	28,198	33,918	N/A	N/A	N/A	N/A	N/A	N/A
32%.....	N/A	N/A	35,320	41,715	N/A	N/A	N/A	N/A
33%.....	N/A	N/A	N/A	N/A	46,870	59,477	22,659	30,364
34%.....	33,918	40,741	N/A	N/A	N/A	N/A	N/A	N/A
35%.....	N/A	N/A	41,715	54,643	N/A	N/A	N/A	N/A
38%.....	40,741	47,419	N/A	N/A	59,477	76,132	30,364	44,795
42%.....	47,419	64,468	54,643	74,430	76,132	104,120	44,795	55,653
45%.....	N/A	N/A	74,430	112,442	104,120	128,224	55,653	69,383
48%.....	64,468	96,172	112,442	129,934	N/A	N/A	N/A	N/A
49%.....	N/A	N/A	N/A	N/A	128,224	183,988	69,383	106,160
50%.....	96,172	---	129,934	---	183,988	---	106,160	---

N/A means tax rate not applicable for filing status.

(Part 3 of 3)

Federal Marginal Tax Rates by Earned Income Level and Filing Status Tax Year 1987

The following table is to be used to determine the Federal marginal tax rate for Year 1 for computation of the RIT allowance as prescribed in subparagraph 23-8e(1). This table is to be used for employees whose Year 1 occurred during calendar year 1987.

Marginal Tax Rate	Single Taxpayer		Heads of Household		Married Filing Jointly/Qualifying Widows & Widowers		Married Filing Separately	
	Over	But not over	Over	But not over	Over	But not over	Over	But not over
11%.....	$4,650	$6,481	$7,763	$10,309	$10,400	$13,719	$5,811	$7,081
15%.....	6,481	21,979	10,309	31,379	31,719	40,020	7,081	19,602
28%.....	21,979	33,433	31,379	47,903	40,020	58,705	19,602	31,572
35%.....	33,433	58,810	47,903	88,015	58,705	101,432	31,572	54,120
38.5%.....	58,810	---	88,015	---	101,432	---	54,120	---

Figure 23-2
(Part 1 of 9)

State Marginal Tax Rates by Earned Income Level
Tax Year 1985

The following table (pages 1 thru 3) is to be used to determine State marginal tax rates for calculation of the RIT allowance as prescribed in subparagraph 23-8e(2). This table is to be used for employees who received covered taxable reimbursements during calendar year 1985.

	State (or district)	Marginal tax rates (stated in percents) for the earned income amounts specified in each column. 1/ 2/			
		$20,000-24,999	$25,000-49,999	$50,000-74,999	$75,000 & OVER
1.	Alabama	5%	5%	5%	5%
2.	Alaska	0	0	0	0
3.	Arizona	8	8	8	8
4.	Arkansas	6	7	7	7
5.	California	3	7	11	11
	if single status 3/	8	11	11	11
6.	Colorado	8	8	8	8
7.	Connecticut	0	0	0	0
8.	Delaware	7.6	9.9	10.7	10.7
9.	District of Columbia	10	11	11	11
10.	Florida	0	0	0	0
11.	Georgia	6	6	6	6
12.	Hawaii	8.5	10	10.5	11
	if single status 3/	10.5	11	11	11
13.	Idaho	7.5	7.5	7.5	7.5
14.	Illinois	2.5	2.5	2.5	2.5
15.	Indiana	3	3	3	3
16.	Iowa	8	11	12	13
17.	Kansas	7.5	9	9	9
18.	Kentucky	6	6	6	6
19.	Louisiana	4	4	6	6
20.	Maine	7	9.2	10	10
	if single status 3/	9.2	10	10	10
21.	Maryland	5	5	5	5
22.	Massachusetts	5.375	5.375	5.375	5.375
23.	Michigan	5.35	5.35	5.35	5.35
24.	Minnesota	14	16	16	16
25.	Mississippi	5	5	5	5
26.	Missouri	6	6	6	6
27.	Montana	9	10	11	11
28.	Nebraska	19 percent of Federal income tax liability. 4/			
29.	Nevada	0	0	0	0

(Part 2 of 9)

	State (or district)	Marginal tax rates (stated in percents) for the earned income amounts specified in each column. 1/ 2/			
		$20,000-24,999	$25,000-49,999	$50,000-74,999	$75,000 & OVER
30.	New Hampshire	0%	0%	0%	0%
31.	New Jersey	2	2.5	3.5	3.5
32.	New Mexico	3.5	5.6	6.5	7.8
	if single status 3/	6.1	6.9	7.4	7.8
33.	New York	11	14	14	14
	if single status 3/	13	14	14	14
34.	North Carolina	7	7	7	7
35.	North Dakota	6	8	9	9
36.	Ohio	4.75	5.7	6.65	9.5
37.	Oklahoma	6	6	6	6
38.	Oregon	10.8	10.8	10.8	10.8
39.	Pennsylvania	2.35	2.35	2.35	2.35
40.	Rhode Island	23.15 percent of Federal income tax liability. 4/			
41.	South Carolina	7	7	7	7
42.	South Dakota	0	0	0	0
43.	Tennessee	0	0	0	0
44.	Texas	0	0	0	0
45.	Utah	7.75	7.75	7.75	7.75
46.	Vermont	26.5 percent of Federal income tax liability. 4/			
47.	Virginia	5.75	5.75	5.75	5.75
48.	Washington	0	0	0	0
49.	West Virginia	3.5	7.4	10.5	13
	if single status 3/	8.2	12.6	13	13
50.	Wisconsin	8.7	9.5	10	10
51.	Wyoming	0	0	0	0

(Part 3 of 9)

1/ Earned income amounts that fall between the income brackets shown in this table (e.g., $24,999.45, $49,999.75, etc.) should be rounded to the nearest dollar to determine the marginal tax rate to be used in calculating the RIT allowance.

2/ If the earned income amount is less than the lowest income bracket shown in this table, the employing agency shall establish an appropriate marginal tax rate as provided in FTR 2-11.8e(2)(b).

3/ This rate applies only to those individuals certifying that they will file under a single status within the States where they will pay income taxes. All other taxpayers, regardless of filing status, will use the other rate shown.

4/ Rates shown as a percent of Federal income tax liability must be converted to a percent of income as provided in FTR 2-11.8e(2).

(Part 4 of 9)

State Marginal Tax Rates by Earned Income Level
Tax Year 1986

The following table (pages 4 thru 5) is to be used to determine State marginal tax rates for calculation of the RIT allowance as prescribed in subparagraph 23-8e(2). This table is to be used for employees who received covered taxable reimbursements during calendar year 1986.

	State (or district)	Marginal tax rates (stated in percents) for the earned income amounts specified in each column. 1/ 2/			
		$20,000-24,999	$25,000-49,999	$50,000-74,999	$75,000 & OVER
1.	Alabama	5%	5%	5%	5%
2.	Alaska	0	0	0	0
3.	Arizona	8	8	8	8
4.	Arkansas	6	7	7	7
5.	California	3	7	11	11
	if single status 3/	8	11	11	11
6.	Colorado	8	8	8	8
7.	Connecticut	0	0	0	0
8.	Delaware	6.9	9.0	9.7	9.7
9.	District of Columbia	10	11	11	11
10.	Florida	0	0	0	0
11.	Georgia	6	6	6	6
12.	Hawaii	8.5	10	10.5	11
	if single status 3/	10.5	11	11	11
13.	Idaho	7.5	7.5	7.5	7.5
14.	Illinois	2.5	2.5	2.5	2.5
15.	Indiana	3	3	3	3
16.	Iowa	8	11	12	13
17.	Kansas	7.5	9	9	9
18.	Kentucky	6	6	6	6
19.	Louisiana	4	4	6	6
20.	Maine	7	9.2	10	10
	if single status 3/	9.2	10	10	10
21.	Maryland	5	5	5	5
22.	Massachusetts	5.19	5.19	5.19	5.19
23.	Michigan	4.725	4.725	4.725	4.725
24.	Minnesota	11	14	14	14
	if single status 3/	14	14	14	14
25.	Mississippi	5	5	5	5
26.	Missouri	6	6	6	6
27.	Montana	9	10	11	11
28.	Nebraska	Tax 19% of Federal income tax liability. 4/			

(Part 5 of 9)

	State (or district)	Marginal tax rates (stated in percents) for the earned income amounts specified in each column. 1/ 2/			
		$20,000-24,999	$25,000-49,999	$50,000-74,999	$75,000 & OVER
29.	Nevada	0%	0%	0%	0%
30.	New Hampshire	0	0	0	0
31.	New Jersey	2	2.5	3.5	3.5
32.	New Mexico	4.8	6.9	7.7	8.5
33.	New York	11	13.5	13.5	13.5
34.	North Carolina	7	7	7	7
35.	North Dakota	6	8	9	9
36.	Ohio	4.513	5.415	6.318	9.025
37.	Oklahoma	6	6	6	6
38.	Oregon	9.75	9.75	9.75	9.75
39.	Pennsylvania	2.167	2.167	2.167	2.167
40.	Rhode Island	Tax 22.21% of Federal income tax liability. 4/			
41.	South Carolina	7	7	7	7
42.	South Dakota	0	0	0	0
43.	Tennessee	0	0	0	0
44.	Texas	0	0	0	0
45.	Utah	7.75	7.75	7.75	7.75
46.	Vermont	Tax 26.5% of Federal income tax liability. 4/			
47.	Virginia	5.75	5.75	5.75	5.75
48.	Washington	0	0	0	0
49.	West Virginia	3.5	7.4	10.5	13
	if single status 3/	8.2	12.6	12.9	13
50.	Wisconsin	9.1	9.5	10	10
51.	Wyoming	0	0	0	0

(Part 6 of 9)

1/ Earned income amounts that fall between the income brackets shown in this table (e.g., $24,999.45, $49,999.75, etc.) should be rounded to the nearest dollar to determine the marginal tax rate to be used in calculating the RIT allowance.

2/ If the earned income amount is less than the lowest income bracket shown in this table, the employing agency shall establish an appropriate marginal tax rate as provided in subparagraph 23-8e(2)(b).

3/ This rate applies only to those individuals certifying that they will file under a single status within the States where they will pay income taxes. All other taxpayers, regardless of filing status, will use the other rate shown.

4/ Rates shown as a percent of Federal income tax liability must be converted to a percent of income as provided in subparagraph 23-8e(2).

(Part 7 of 9)

State Marginal Tax Rates by Earned Income Level
Tax Year 1987

The following table is to be used to determine State marginal tax rates for calculation of the RIT allowance as prescribed in subparagraph 23-8e(2). This table is to be used for employees who received covered taxable reimbursements during calendar year 1987.

State (or district)	Marginal tax rates (stated in percents) for the earned income amounts specified in each column. 1/ 2/			
	$20,000-24,999	$25,000-49,999	$50,000-74,999	$75,000 & OVER
1. Alabama	5%	5%	5%	5%
2. Alaska	0	0	0	0
3. Arizona	7	8	8	8
4. Arkansas	4.5	7	7	7
if single status 3/	6	7	7	7
5. California	2	9.3	9.3	9.3
if single status 3/	8	9.3	9.3	9.3
6. Colorado	5	5	5	5
7. Connecticut	0	0	0	0
8. Delaware	6.1	8.2	8.8	8.8
9. District of Columbia	8	10	10	10
10. Florida	0	0	0	0
11. Georgia	6	6	6	6
12. Hawaii	8.25	9.75	10	10
if single status 3/	9.75	10	10	10
13. Idaho	7.8	8.2	8.2	8.2
14. Illinois	2.5	2.5	2.5	2.5
15. Indiana	3.2	3.2	3.2	3.2
16. Iowa	7	11	12	13
17. Kansas	7.5	9	9	9
18. Kentucky	6	6	6	6
19. Louisiana	4	4	6	6
20. Maine	3	9.2	10	10
if single status 3/	9.2	10	10	10
21. Maryland	5	5	5	5
22. Massachusetts	5	5	5	5
23. Michigan	4.6	4.6	4.6	4.6
24. Minnesota	8	9	9	9
25. Mississippi	5	5	5	5
26. Missouri	6	6	6	6
27. Montana	7	10	11	11
if single status 3/	9	10	11	11

(Part 8 of 9)

State (or district)	Marginal tax rates (stated in percents) for the earned income amounts specified in each column. 1/ 2/			
	$20,000-24,999	$25,000-49,999	$50,000-74,999	$75,000 & OVER
28. Nebraska	3.2	5	5.9	5.9
if single status 3/	5	5.9	5.9	5.9
29. Nevada	0	0	0	0
30. New Hampshire	0	0	0	0
31. New Jersey	2	2.5	3.5	3.5
32. New Mexico	3.8	5.9	7.7	8.5
if single status 3/	5.8	7.7	8.5	8.5
33. New York	7	8.75	8.75	8.75
if single status 3/	8.75	8.75	8.75	8.75
34. North Carolina	7	7	7	7
35. North Dakota	6.67	9.33	12	12
if single status 3/	8	10.67	12	12
36. Ohio	3.004	4.506	5.257	6.008
37. Oklahoma	4	6	6	6
if single status 3/	6	6	6	6
38. Oregon	9	9	9	9
39. Pennsylvania	2.1	2.1	2.1	2.1
40. Rhode Island	Tax 23.46% of Federal income tax liability. 4/			
41. South Carolina	7	7	7	7
42. South Dakota	0	0	0	0
43. Tennessee	0	0	0	0
44. Texas	0	0	0	0
45. Utah	7.75	7.75	7.75	7.75
46. Vermont	Tax 25.8% of Federal income tax liability. 4/			
47. Virginia	5	5.75	5.75	5.75
48. Washington	0	0	0	0
49. West Virginia	4	4.5	6	6.5
if single status 3/	4	6	6.5	6.5
50. Wisconsin	6.55	6.93	6.93	6.93
51. Wyoming	0	0	0	0

(Part 9 of 9)

1/ Earned income amounts that fall between the income brackets shown in this table (e.g., $24,999.45, $49,999.75, etc.) should be rounded to the nearest dollar to determine the marginal tax rate to be used in calculating the RIT allowance.

2/ If the earned income amount is less than the lowest income bracket shown in this table, the employing agency shall establish an appropriate marginal tax rate as provided in subparagraph 23-8e(2)(b).

3/ This rate applies only to those individuals certifying that they will file under a single status within the States where they will pay income taxes. All other taxpayers, regardless of filing status, will use the other rate shown.

4/ Rates shown as a percent of Federal income tax liability must be converted to a percent of income as provided in subparagraph 23-8e(2).

Figure 23-3
(Part 1 of 2)

Federal Marginal Tax Rates by Earned Income Level and Filing Status Tax Year 1987

The following table is to be used to determine the Federal marginal tax rate for Year 2 for computation of the RIT allowance as prescribed in subparagraph 23-8e(1). This table is to be used for employees whose Year 1 occurred during calendar years 1983, 1984, 1985, and 1986.

Marginal Tax Rate	Single Taxpayer		Heads of Household		Married Filing Jointly/Qualifying Widows & Widowers		Married Filing Separately	
	Over	But not over	Over	But not over	Over	But not over	Over	But not over
11%.....	$4,650	$6,481	$7,763	$10,309	$10,400	$13,719	$5,811	$7,081
15%.....	6,481	21,979	10,309	31,379	13,719	40,020	7,081	19,602
28%.....	21,979	33,433	31,379	47,903	40,020	58,705	19,602	31,572
35%.....	33,433	58,810	47,903	88,015	58,705	101,432	31,572	54,120
38.5%.....	58,810	—	88,015	—	101,432	—	54,120	—

(Part 2 of 2)

Federal Marginal Tax Rates by Earned Income Level and Filing Status Tax Year 1988

The following table is to be used to determine the Federal marginal tax rate for Year 2 for computation of the RIT allowance as prescribed in subparagraph 23-8e(1). This table is to be used for employees whose Year 1 occurred during calendar years 1983, 1984, 1985, 1986, and 1987.

Marginal Tax Rate	Single Taxpayer		Heads of Household		Married Filing Jointly/Qualifying Widows & Widowers		Married Filing Separately	
	Over	But not over	Over	But not over	Over	But not over	Over	But not over
15%.....	$5,260	$23,920	$9,440	$34,215	$12,500	$43,410	$6,200	$21,880
28%.....	23,920	52,310	34,215	77,300	43,410	88,740	21,880	47,475
33%.....	52,310	113,370	77,300	166,910	88,740	197,820	47,475	133,415
28%.....	113,370	---	166,910	---	197,820	---	133,415	---

Figure 23-4
(Part 1 of 3)

Illustration of Example for Calculation of Covered Taxable Reimbursements in Year 2

The following example shows how to calculate covered taxable reimbursements as provided in paragraph 23-8. Column (a) shows hypothetical moving expense reimbursements. Column (b) shows Federal moving expense deductions for employee and spouse filing a joint return and residing together at the end of the tax year (see footnote 5/, below). Column (c) shows the balance of the covered reimbursements in column (a) which have not been offset by moving expense deductions in column (b). Amounts shown are for illustration purposes only and should not be construed in any way to represent actual, average, or typical moving costs.

	Covered Allowances (FTR 2-11.3)	Amount Paid/ Reimbursed (a) 1/	Maximum Moving Exp. Deduction (b) 2/	Amount of Covered Taxable Reimbursements (c)=(a)-(b) 3/
1.	Travel and transportation expenses between duty stations.	$ 1,150 4/	$ 1,150 4/	$ -0- 4/
2.	Transportation and 30 days temporary storage of household goods (HHG's).	$ 5,100 4/	$ 5,100 4/	$ -0- 4/
3.	Temporary storage of HHG's not included on line 2, and/or nontemporary storage (see 2-11.3c).	$ 1,100	$ -0-	$ 1,100
4.	Mobile home movement instead of HHG's.	$ -0-	$ -0-	$ -0-
5.	Miscellaneous expense allowance.	$ 700	$ -0-	$ 700
6.	Househunting trip.	$1,550		
7.	Temporary quarters, 30 days, new station	$2,550		
8.	Total lines 6 and 7.	$ 4,100		
9.	Enter lesser of line 8 or $1,500 as deductible amount in col. b; 5/		$ 1,500	
10.	Enter balance of line 8 minus line 9.			$ 2,600
11.	Temporary quarters in excess of line 7.	$ 1,900	$ -0-	$ 1,900
12.	Real estate transactions resulting from:			
	(a) Sale expenses.	$13,500		
	(b) Purchase expenses.	$ 3,500		
	(c) Unexpired lease.	$ -0-		
	(d) Relocation services. 6/	$ -0-		
13.	Total of items (a) through (d), line 12.	$17,000		
14.	Enter lesser of line 13 or $3,000 less deductible amount used on line 9. 5/		$ 1,500	
15.	Balance of line 13 minus line 14.			$15,500
16.	Relocation services not included on line 12(d). 6/	$ -0- 6/	$ -0- 6/	$ -0- 6/
17.	Total column (a), (b), and (c).	$31,050	$ 9,250 7/	$21,800 8/
18.	Total amount of WTA's paid in Year 1.	$ 5,450 9/		
19.	Total lines 17 and 18, column (a).	$36,500 10/		

SAMPLE

(Part 2 of 3)

Illustration of Example for Calculation of Covered Taxable Reimbursements in Year 2. (Footnotes)

1/ Enter in column (a) the amounts of reimbursed expenses for the allowances listed in paragraph 23-3.

2/ Enter in column (b) the maximum amounts of the reimbursed expenses in column (a) which are deductible moving expenses. (See subparagraph 23-8c(2); also see footnote 4/.)

3/ Enter in column (c) the balance of column (a) minus column (b). (See subparagraph 23-8c.)

4/ The amount entered in column (b) for lines 1 and 2 should be the same as that entered in column (a). (See subparagraph 23-8c(2)(a).) Column (c) will be zero.

5/ Limits may vary according to filing status, etc. See page 5 of IRS Publication 521, Moving Expenses.

6/ In this example, relocation services were not used--employee declined (see chapter 39 employing agency policy). However, if relocation services were used, any amounts paid to the relocation service company that are determined to be income to the employee (see subparagraphs 23-3i, 23-4a, and chapter 39) and covered by the RIT allowance would be entered on lines 12(d) and 16, column (a), as appropriate. In such cases, the amount shown in column (c) as a covered taxable reimbursement would depend on whether any part of the amount in column (a) is a moving expense deduction in column (b). All amounts included in column (a) may not be deductible and there are limitations as to what can be included as a covered reimbursement under subparagraph 23-3i.

7/ In this example, total moving expense deductions on line 17, column (b), equate to the amount shown on line 11 on IRS Form 3903 in Figure 23-6. Amounts on those lines for an actual situation may not be the same because of relocation expenses incurred which are not paid for or reimbursed by the Government but which may be claimed as a moving expense deduction for Federal tax purposes, such as extra valuation insurance for household goods shipments.

8/ The amount on line 17, column (c), is the amount of covered taxable reimbursements to be used in the gross-up formula for the RIT allowance.

(Part 3 of 3)

9/ Enter total amount of all WTA's paid in Year 1 on line 18, column (a) only. This amount is an estimated partial payment of the RIT allowance. It is not included in the amount of covered taxable reimbursements determined for calculation of the RIT allowance. (See subparagraph 23-8c(4).)

10/ In this example, the total amount shown on line 19, column (a), equates to the amount shown on line 7 on IRS Form 4782 in Figure 23-5. Amounts on those lines for an actual situation may differ because of relocation allowances paid or reimbursed which are not covered by the RIT allowance. (See exclusions in paragraph 23-4.)

Figure 23-5

IRS Form 4782, Employee Moving Expense Information

Form 4782 (Rev. August 1983)
Department of the Treasury
Internal Revenue Service

Employee Moving Expense Information

Payments made during the calendar year 19

OMB No. 1545-0182
Do not file
Keep for your records

Name of employee: J. M. EMPLOYEE

Social security number: 000 00 0000

Moving Expense Payments

Type of expense	a. Amount paid to employee	b. Amount paid to a third party for employee's benefit and value of services furnished in kind	c. Total (Add columns a and b)
1 Transportation expenses in moving household goods and personal effects (including storage expenses for a foreign move)		carrier payment 6,200.00	6,200.00
2 Travel, meal, and lodging expenses in moving from old to new residence	1,150.00		1,150.00
3 Pre-move travel, meal, and lodging expenses in looking for a new residence after obtaining employment	870.00	air carrier 680.00	1,550.00
4 Temporary living expenses in new location or area during any 30 days in a row after obtaining employment (90 days in a row for a foreign move)	2,550.00		2,550.00
5 Qualified expenses of selling, buying, or leasing a residence	17,000.00		17,000.00
6 All other payments (specify) misc.exp. allowance	700.00		700.00
temporary qtrs. in excess of 30 days	1,900.00		1,900.00
withholding tax allowance	5,450.00		5,450.00
7 Total moving expense payments. Add lines 1 through 6		▶	36,500.00

Instructions for Employer

Paperwork Reduction Act Notice.—This information is required to carry out the Internal Revenue laws of the United States.

Purpose of Form.—You are required to give your employees a statement showing a detailed breakdown of reimbursements or payments of moving expenses. Form 4782 may be used for this purpose or you may use your own form as long as it provides the same information as Form 4782. A separate form is required for each move made by an employee for which reimbursement or payment is made.

These amounts must also be included in box 10, "Wages, tips, other compensation," on the employee's Form W-2.

When to Give the Information.—You must give Form 4782 (or your own form) to your employee by January 31 following the calendar year in which the employee received the reimbursement or payment. However, if the employee stops working for you before December 31 and he or she submits a written request to receive the form earlier, you must give the completed form to the former employee within 30 days after you receive the request if the 30-day period ends before January 31.

Note: *Publication 15, Circular E, Employer's Tax Guide, explains under what conditions these reimbursements or payments are not subject to withholding.*

General Information for Employees

Purpose of Form.—This form is furnished by your employer to give you the necessary information to help you figure your moving expense deduction. The form shows the amount of any reimbursement made to you, payments made to a third party for your benefit, and the value of services furnished in kind for moving expenses. You should receive a separate form for each move that you made during the calendar year for which you receive any reimbursement or during which payment is made for your benefit.

Allowance or Deduction.—If you meet the "distance and time" tests explained below, you may deduct the reasonable expenses you paid or incurred during the tax year to move to a new principal place of work. If the expenses shown on this form qualify as deductible moving expenses, you may include them in figuring your moving expense deduction.

For moves within or to the United States, use **Form 3903**, Moving Expense Adjustment, to claim the deduction. Use **Form 3903F**, Foreign Moving Expense Adjustment, to claim the deduction if you moved outside the United States or its possessions.

See the form instructions and **Publication 521**, Moving Expenses, for detailed moving expense information including which expenses qualify and what are reasonable expenses.

Conditions for Allowance.—Generally, you must meet the following tests to deduct moving expenses.

Distance Test.—Your new work place must be at least 35 miles farther from your old residence than your old work place was.

Time Test.—If you are an employee you must work full time for at least 39 weeks during the 12 months right after you move.

* U.S. GOVERNMENT PRINTING OFFICE: 1983—0-389-943/60-000-1110

Form 4782 (Rev. 8-83)

Figure 23-6
(Part 1 of 2)

IRS Form 3903, Moving Expense Adjustment

Form **3903** — **Moving Expense Adjustment** — OMB No 1545 0062 — **1984**

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1040.

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Name(s), as shown on Form 1040 — Your social security number

I. M. EMPLOYEE — 000 00 0000

a What is the distance from your old residence to your new work place? 1500 miles

b What is the distance from your old residence to your old work place? 20 miles

c If the distance in a above is 35 or more miles farther than the distance in b above, complete the rest of this form. If the distance is less than 35 miles, you may not take a deduction for moving expenses. This rule does not apply to members of the armed forces.

1 Transportation expenses in moving household goods and personal effects			1 5,100 00
2 Travel, meal and lodging expenses in moving from old to new residence			2 1,150 00
3 Pre-move travel, meal and lodging expenses in looking for a new residence after getting your job	3 1,550 00		
4 Temporary living expenses in new location or area during any 30 days in a row after getting your job	4 2,550 00		
5 Add lines 3 and 4	5 4,100 00		
6 Enter the smaller of line 5 or $1,500 ($750 if married, filing a separate return, and, at the end of the tax year, you lived with your spouse who also started work during the tax year)		6 1,500 00	
7 Expenses of (check one) a ☑ selling or exchanging your old residence, or b ☐ if renting, settling an unexpired lease on your old residence		7 13,500 00	
8 Expenses of (check one) a ☑ buying your new residence, or b ☐ if renting, getting a lease on your new residence		8 3,500 00	
9 Add lines 6, 7, and 8		9 18,500 00	
10 Enter the smaller of line 9 or $3,000 ($1,500 if married filing a separate return, and, at the end of the tax year, you lived with your spouse who also started work during the tax year)			10 3,000 00
Note: *Use any amount on line 7a not deducted because of the $3,000 (or $1,500) limit to decrease the gain on the sale of your residence. Use any amount on line 8a not deducted because of the limit to increase the basis of your new residence. See* ***No Double Benefit*** *in the instructions.*			
11 Add lines 1, 2, and 10. This is your moving expense deduction. Enter here and on Form 1040, line 24 ▶			11 9,250 00
Note: *If your employer paid for any part of your move (including the value of any services furnished in kind), report that amount on Form 1040, line 7. See* ***Reimbursements*** *in the instructions.*			

General Instructions

Paperwork Reduction Act Notice.—We ask for this information to carry out the Internal Revenue laws of the United States. We need it to ensure that taxpayers are complying with these laws and to allow us to figure and collect the right amount of tax. You are required to give us this information.

Purpose of Form.—Use Form 3903 if you moved to a new principal work place within the United States or its possessions and you qualify to deduct your moving expenses.

Note: *Use Form 3903F, Foreign Moving Expense Adjustment, instead of this form if you are a U.S. citizen or resident alien who moved to a new principal work place outside the United States or its possessions.*

Additional Information.—For more information about moving expenses, please get Publication 521, Moving Expenses.

Who May Deduct Moving Expenses.—If you moved your residence because of a change in the location of your job, you may be able to deduct your moving expenses. You may qualify for a deduction whether you are self-employed or an employee. However, you must meet certain tests of distance and time, explained below.

Distance Test.—Your new work place must be at least 35 miles farther from your old residence than your old work place was. For example, if your old work place was 3 miles from your old residence, your new work place must be at least 38 miles from that residence. If you did not have an old work place, your new work place must be at least 35 miles from your old residence. (The distance between two points is the shortest of the more commonly traveled routes between the points.)

Time Test.—If you are an employee, you must work full time for at least 39 weeks during the 12 months right after you move. If you are self-employed, you must work full time for at least 39 weeks during the first 12 months and a total of at least 78 weeks during the 24 months right after you move.

You may deduct your moving expenses for 1984 even if you have not met the time test before your 1984 return is due. You may do this if you expect to meet the 39 week test by the end of 1985 or the 78 week test by the end of 1986. If you have not met the test by then, you will have to do one of the following.

- Amend your 1984 tax return on which you deducted moving expenses. To do this, use Form 1040X, Amended U.S. Individual Income Tax Return, or
- Report as income on your tax return for the year you cannot meet the test the amount you deducted on your 1984 return.

If you do not deduct your moving expenses on your 1984 return and you later meet the time test, you may file an amended return for 1984 taking the deduction. To do this, use Form 1040X.

Exceptions to the Distance and Time Tests.—You do not have to meet the time

Form **3903** (1984)

(Part 2 of 2)

test in case of death or if your job ends because of disability, transfer for your employer's benefit, or layoff or other discharge besides willful misconduct.

You do not have to meet the time test if you meet the requirements, explained below, for retirees or survivors living outside the United States.

If you are in the armed forces, you do not have to meet the distance and time tests if the move is due to a permanent change of station. A permanent change of station includes a move in connection with and within 1 year of retirement or other termination of active duty. In figuring your moving expenses, do not deduct any moving expenses for moving services that were provided by the military or that were reimbursed to you and that you did not include in income. However, you may deduct your unreimbursed moving expenses, subject to the dollar limits. If you and your spouse and dependents are moved to or from different locations, treat the moves as a single move.

Qualified Retirees or Survivors Living Outside the United States.—If the requirements below are met, retirees or survivors who move to a U.S. residence are treated as if they moved to a new work place located in the United States. You are subject to the dollar limits and distance test explained on this form. Use this form instead of Form 3903F to claim your moving expenses.

Retirees.—You may deduct moving expenses for a move to a new residence in the United States when you actually retire, if both your old principal work place and your old residence were outside the United States.

Survivors.—You may deduct moving expenses for a move to a residence in the United States if you are the spouse or dependent of a person whose principal work place at the time of death was outside the United States. In addition, the expenses must be: (1) for a move that begins within 6 months after the decedent's death, and (2) must be from a former residence outside the United States that you lived in with the decedent at the time of death.

Moving Expenses in General.—You may deduct most, but not all, of the reasonable expenses you incur in moving your family and dependent household members. You may not include moving expenses for employees such as a servant, governess, or nurse.

Examples of expenses you MAY deduct are:

- Travel, meal, and lodging expenses during the move to the new residence.
- Temporary living expenses in the new location, and
- Pre-move travel expenses.

Examples of expenses you MAY NOT deduct are:

- Loss on the sale of your residence.
- Mortgage penalties.
- Cost of refitting carpets and draperies, and
- Losses on quitting club memberships.

Reimbursements.—You must include any reimbursement of, or payment for, moving expenses in gross income as compensation for services. If your employer paid for any part of your move, you must report that amount as income on Form 1040, line 7. Your employer should include the amount paid in your total income on Form W-2. However, if you are not sure the reimbursements have been included in your Form W-2, check with your employer. Your employer must give you a statement showing a detailed breakdown of reimbursements or payments for moving expenses. Your employer may use Form 4782, Employee Moving Expense Information, to give you the required breakdown of reimbursements or your employer may use his or her own form.

No Double Benefit.—You may not take double benefits. For example, you may not use the moving expense on line 7 that is part of your moving expense deduction to lower the amount of gain on the sale of your old residence. You also may not use the moving expense on line 8 that is part of your moving expense deduction to add to the cost of your new residence. (Use Form 2119, Sale or Exchange of Principal Residence, to figure the gain, if any, you must report on the sale of your old residence and the adjusted cost of the new one.)

Dollar Limits.—Lines 1 and 2 (costs of moving household goods and travel expenses to your new residence) are not limited to any amount. All the other expenses (lines 3, 4, 7, and 8) together may not be more than $3,000. In addition, line 3 (house hunting trip expenses) and line 4 (temporary living expenses) together may not be more than $1,500. These are overall per-move limits.

There are some special situations:

- If both you and your spouse began work at new work places and shared the same new residence at the end of the tax year, you must treat this as one move rather than two. If you file separate returns, each of you is limited to a total of $1,500 for lines 3, 4, 7, and 8, and to a total of $750 for lines 3 and 4.
- If both you and your spouse began work at new work places but each of you moved to separate new residences, this is treated as two separate moves. If you file a joint return, lines 3, 4, 7, and 8 are limited to a total of $6,000, and lines 3 and 4 are limited to a total of $3,000. If you file separate returns, each of you is limited to a total of $3,000 for lines 3, 4, 7, and 8, and to a total of $1,500 for lines 3 and 4.

Line-by-Line Instructions

To see whether you meet the distance test, fill in the number of miles for questions a and b at the top of the form. If you meet the test in c, continue with the items that follow.

We have provided specific instructions for most of the lines on the form. Those lines that do not appear in these instructions are self-explanatory.

Line 1.—Enter the actual cost of packing, crating, moving, storing in transit, and insuring your household goods and personal effects.

Line 2.—Enter the costs of travel from your old residence to your new residence. These include transportation, meals, and lodging on the way, including costs for the day you arrive. You may only include expenses for one trip. However, all the members of your household do not have to travel together or at the same time. If you use your own car, you may figure the expenses in either of the following two ways:

- Actual out-of-pocket expenses for gas and oil (keep records to verify the amounts), or
- At the rate of 9 cents a mile (keep records to verify your mileage).

You may add parking fees and tolls to the amount claimed under either method.

Line 3.—Include the costs of travel before you move in order to look for a new residence. You may deduct the costs only if:

- You began the house hunting trip after you got the job, and
- You returned to your old residence after looking for a new one, and
- You traveled to the general location of the new work place primarily to look for a new residence.

There is no limit on the number of house hunting trips made by you and members of your household that may be included on this line. Your house hunting does not have to be successful to qualify for this deduction. If you used your own car, figure transportation costs the same way as in the instructions for line 2. If you are self-employed, you may deduct these house hunting costs only if you had already made substantial arrangements to begin work in the new location.

Line 4.—Include the costs of meals and lodging while occupying temporary quarters in the area of your new work place. You may include these costs for any period of 30 days in a row after you get the job, but before you move into permanent quarters. If you are self-employed, you may count these temporary living expenses only if you had already made substantial arrangements to begin work in the new location.

Lines 7 and 8.—You may include most of the costs to sell or buy a residence or to settle or get a lease. Examples of expenses you MAY include are:

- Sales commissions,
- Advertising costs,
- Attorney's fees,
- Title and escrow fees,
- State transfer taxes, and
- Costs to settle an unexpired lease or to get a new lease.

Examples of expenses you MAY NOT include are:

- Costs to improve your residence to help it sell,
- Charges for payment or prepayment of interest, and
- Payments or prepayments of rent.

Check the appropriate box, a or b, for lines 7 and 8 when you enter the amounts for these two lines.

U.S. GOVERNMENT PRINTING OFFICE

Figure 23-7
(Part 1 of 3)

Summary Example of RIT Allowance Procedures

Year 1: In 1986, the employee received $31,050 in covered moving expense reimbursements. After subtracting $9,250 of deductible moving expenses, $21,800 of the reimbursements (nondeductible moving expenses) were subject to Federal tax withholding. (No State or local tax withholding in this case.) This example assumes that all reimbursements were paid on one voucher.

Apply WTA formula: $Y = \frac{X}{1-X} (N)$

Where:
Y = WTA
X = Federal withholding tax rate (.20)
N = Nondeductible moving expenses ($21,800)

Then $Y = \frac{.20}{1-.20} ($21,800)$
$Y = $5,450$

Compute net payment to employee in Year 1:

Total moving expense reimbursement in Year 1	$31,050
Less deductible moving expenses	- 9,250
Nondeductible moving expenses subject to withholding	$21,800
Plus WTA on $21,800	+ 5,450
Amount subject to withholding	$27,250
Less Federal tax withholding ($27,250 X .20)	- 5,450
Balance after withholding	$21,800
Plus deductible moving expenses	+ 9,250
Net payment in Year 1	$31,050

Year 2: In 1987, the amount of the RIT allowance is determined on the basis of covered reimbursements in Year 1. Assume that $21,800 of nondeductible moving expenses is the same as the covered taxable reimbursements. Also, assume that employee and spouse (married, filing jointly) have combined earned income of $65,000. Thus, Federal marginal tax rates would be 38% for Year 1 (from figure 23-1) and 35% for Year 2 (from figure 23-3). Also assume the applicable State and local marginal tax rates are 6% and 2%, respectively, of taxable income.

(Part 2 of 3)

Apply CMTR formula for Year 1: $X = F + (1-F)S + (1-F)L$

Where:
X = CMTR for Year 1
F = Federal tax rate for Year 1 (.38)
S = State tax rate for Year 1 (.06)
L = Local tax rate for Year 1 (.02)

Then $X = .38 + (1-.38).06 + (1-.38).02$
$X = .38 + .0372 + .0124$
$X = .4296$

Apply CMTR formula for Year 2: $W = F + (1-F)S + (1-F)L$

Where:
W = CMTR for Year 2
F = Federal tax rate for Year 2 (.35)
S = State tax rate for Year 1 (.06)
L = Local tax rate for Year 1 (.02)

Then $W = .35 + (1-.35).06 + (1-.35).02$
$W = .35 + .0390 + .0130$
$W = .4020$

Apply RIT gross-up formula: $Z = \frac{X}{1-W}(R) - \frac{1-X}{1-W}(Y)$

Where:
Z = RIT allowance
X = CMTR for Year 1 (.4296)
W = CMTR for Year 2 (.4020)
R = Covered taxable reimbursements for Year 1 ($21,800)
Y = WTA paid in Year 1 ($5,450)

Then $Z = \frac{.4296}{1-.4020}(\$21,800) - \frac{1-.4296}{1-.4020}(\$5,450)$
$Z = .7184\ (\$21,800) - .9538\ (\$5,450)$
$Z = \$15,661.12 - \$5,198.21$
$Z = \$10,462.91$

(Part 3 of 3)

Compute net payment to employee in Year 2:

RIT allowance payable	$10,462.91
Less Federal withholding tax	- 2,092.58
Less State and local withholding	- 0.00
Net amount paid to employee	$ 8,370.33 1/

1/ If no WTA's had been paid in this example, the RIT allowance would be $15,661.12. The Federal withholding tax would be $3,132.22, leaving a net payment to the employee of $12,528.90.

Figure 23-8
(Part 1 of 2)

Example 2 - Summary of RIT Allowance Procedures

Year 1: In 1987, the employee received $31,050 in covered moving expense reimbursements. After subtracting $9,250 of deductible moving expenses, $21,800 of the reimbursements (nondeductible moving expenses) were subject to Federal tax withholding. This example assumes that all reimbursements were paid on one voucher.

Apply WTA formula: $Y = \frac{X}{1-X}(N)$

Where:
Y = WTA
X = Federal withholding tax rate (.20)
N = Nondeductible moving expenses/covered taxable reimbursements ($21,800)

Then $Y = \frac{.20}{21.00-.20}(\$21,800)$

Y = $5,450

Compute net payment to employee in Year 1:

Total covered moving expense reimbursement in Year 1	$31,050
Less deductible moving expenses	- 9,250
Nondeductible covered moving expenses subject to withholding	$21,800
Plus WTA on $21,800	+ 5,450
Amount subject to withholding	$27,250 1/

1/ The WTA allowance is treated as a moving expense reimbursement for tax withholding purposes. After subtracting the applicable withholding amounts the balance is the net payment due the employee.

Year 2: In 1988, the amount of the RIT allowance is determined on the basis of covered reimbursements in Year 1. Assume that $21,800 of nondeductible moving expenses is the same as the covered taxable reimbursements. Also, assume that employee and spouse (married, filing jointly) have combined earned income of $65,000. Thus, Federal marginal tax rates would be 35% for Year 1 (from figure 23-1) and 28% for Year 2 (from figure 23-3). Also, assume the applicable State and local marginal tax rates are 6% and 2%, respectively, of taxable income.

(Part 2 of 2)

Apply CMTR formula for Year 1: $X = F + (1-F)S + (1-F)L$

Where:
X = CMTR for Year 1
F = Federal tax rate for Year 1 (.35)
S = State tax rate for Year 1 (.06)
L = Local tax rate for Year 1 (.02)

Then $X = .35 + (1.00-.35).06 + (1.00-.35).02$
$X = .35 + .0390 + .0130$
$X = .4020$

Apply CMTR formula for Year 2: $W = F + (1-F)S + (1-F)L$

Where:
W = CMTR for Year 2
F = Federal tax rate for Year 2 (.28)
S = State tax rate for Year 1 (.06)
L = Local tax rate for Year 1 (.02)

Then $W = .28 + (1.00-.28).06 + (1.00-.28).02$
$W = .28 + .0432 + .0144$
$W = .3376$

Apply RIT gross-up formula: $Z = \frac{X}{1-W}(R) - \frac{1-X}{1-W}(Y)$

Where:
Z = RIT allowance payable in Year 2
X = CMTR for Year 1 (.4020)
W = CMTR for Year 2 (.3376)
R = Covered taxable reimbursements for Year 1 ($21,800)
Y = WTA paid in Year 1 ($5,450)

Then $Z = \frac{.4020}{1.00-.3376}(\$21,800) - \frac{1.00-.4020}{1.00-.3376}(\$5,450)$

$Z = .6069 (\$21,800) - .9028 (\$5,450)$
$Z = \$13,230.42 - \$4,920.26$
$Z = \$8,310.16$ 1/ 2/

1/ See subparagraph 23-8f(2) if no WTA is involved.

2/ The RIT allowance is treated as a moving expense reimbursement for tax withholding purposes. After subtracting the applicable withholding amounts the balance is the net payment due the employee.

Chapter 24

Travel for the Purpose of Seeking Residence Quarters

24-1. Authorization. The authorizing official has administrative discretion in the authorization of travel for the purpose of seeking residence quarters, as described in this chapter.

24-2. Requirements for Authorization. The Director, FEMA, may authorize payment of travel and transportation expenses of an employee and spouse, or either one of them, for one round trip between the localities of the old and new duty stations to seek residence quarters at the new duty station. If both the employee and the spouse make the trip, they may travel separately, but in no case shall the reimbursement for expenses exceed the cost that would have been incurred had they traveled together.

24-3. Applicability. The provisions of this chapter apply only in connection with a permanent change of station. The allowances authorized under this chapter do not apply to:

a. New appointees; and

b. Employees assigned under the Government Employees Training Act, or their spouses.

24-4. Time Limit for Accomplishing Trip.

a. A round trip by the employee to seek residence quarters must be accomplished prior to his/her reporting to the new official duty station.

b. A round trip by the spouse when authorized in lieu of a round trip by or with the employee, may be accomplished at any time before the relocation of the family to the new official station, but not beyond the maximum time allowable for travel and transportation.

24-5. Guidelines for Determining the Need for a House-Hunting Trip. A trip to seek residence quarters shall be authorized only when the circumstances indicate that such a trip is actually necessary. The following guidelines may be used to determine the need for a house-hunting trip and eliminate any unnecessary trips.

a. If the employee must promptly vacate the residence at his/her old post of duty, it may be less costly to the Government and more convenient to the employee to have arrangements for new residence quarters completed before the move actually takes place. A trip to find and arrange for new residential quarters may be justified under such circumstances.

b. It may be less costly to allow the employee and his/her family to remain in temporary quarters at the new official station for a longer period of time than might otherwise be required, until permanent quarters are found. If temporary quarters are to be authorized, a trip for the purpose of seeking permanent residence quarters may be avoided.

c. It may be less costly to the Government and more satisfactory to the employee for the employee's immediate family to remain at the residence at the old official station locality while the employee reports to the new official station. He/she can then select permanent quarters after he/she has had an opportunity to become more familiar with the neighborhoods, local transportation facilities, schools, and the housing market. In some instances, the employee may be on temporary duty at the new station for a period of time before the actual transfer becomes effective. Under these circumstances, a special trip by the employee to the new official station for the purpose of finding quarters should not be necessary.

d. It may be possible to avoid or shorten the duration of a trip by providing the employee with assistance and information concerning local housing conditions and markets.

24-6. Circumstances Not Warranting a House-Hunting Trip. Reimbursement for travel and transportation expenses of trips to seek permanent quarters shall not be authorized under the following conditions:

a. When an employee will be assigned to Government or other pre-arranged residence quarters at the new official station location;

b. When the employee has not yet formally agreed to transfer to the new station;

c. When the old and/or new duty station is located outside the conterminous United States; or

d. When the map distance between the old and new stations is less than 75 miles via a usually traveled surface route.

24-7. Procedural Requirements for the Trip. A house-hunting trip shall not be permitted at Government expenses until:

a. After the employee has agreed to transfer, the date has been set, and the employee has signed the Service Agreement; and

b. After FEMA Form 60-2 has been completed authorizing a permanent change of station as well as a house-hunting trip, the mode of transportation, the time allowed for such a trip, and the date of reporting for duty at the new official station. An employee shall be in duty status during the authorized round trip period of absence.

24-8. Violation of Employment Agreement. If an employee does not accept a transfer after a house-hunting trip has been made, he/she is subject to the recovery of relocation costs paid by the Government.

24-9. Duration of the Trip. The house-hunting trip shall last no longer than 10 days, including travel time, at Government expense. In the authorization of a mode of transportation, consideration should be given to providing minimum time en route and maximum time at the new official station locality. Reasonable expenses for local transportation at the location of the new official station shall be allowed. Expenses for the use of taxis shall be limited to transportation between depots, airports, or other carrier terminals, and place of lodging. Note: The mode of local transportation must be consistent with the mode of transportation authorized for travel to and from the new official station. Local transportation by the following modes are allowed:

a. Common carrier;

b. Local transit systems;

c. GSA contract rental or other commercially rented automobiles; or

d. Privately-owned automobiles.

24-10. Allowable Per Diem. Per diem allowances for the employee and/or spouse during the round trip shall be as established in chapter 25.

24-11. Advance of Funds. Advance of funds may be allowed under this chapter.

Chapter 25

Subsistence While Occupying Temporary Quarters

25-1. Authorization.

a. The authorizing official has administrative discretion in the authorization of subsistence during occupancy of temporary quarters, as described in this chapter. When temporary quarters are authorized, the following shall apply:

(1) The authorized number of days shall be stated on FEMA Form 60-2; and

(2) The authorized days shall be limited to the period deemed necessary, in accordance with the circumstances of each case.

b. The period of time for occupying temporary quarters shall be reduced or avoided under the following circumstances.

(1) When a round trip for the purpose of seeking permanent residence quarters has been made at Government expense, subsistence for temporary quarters shall not be authorized unless written justification is attached to FEMA Form 60-2.

(2) If, as a result of extended temporary duty at the new official station or as a result of other circumstances (for example, if the family does not move until some time after the employee's transfer), the employee has had adequate opportunity to complete arrangements for permanent quarters.

25-2. Eligible Employees. An employee and immediate family are entitled to subsistence while occupying temporary quarters, when authorized in connection with a permanent change of station. The term temporary quarters refers to any lodging to be occupied temporarily by the employee or members of the immediate family who have vacated the residence quarters they were occupying at the time the transfer was authorized. The provisions of this chapter do not apply to:

a. New appointees, including those appointees covered in paragraph 22-17; and

b. Employees assigned under the Government Employees Training Act.

25-3. Determining Whether Quarters are Considered Permanent or Temporary. When an employee occupies permanent type quarters (e.g., a house or an apartment) which later becomes the permanent residence, the determination of

whether the quarters are to be considered permanent or temporary, for subsistence purposes, will be based on the intent of the employee at the time he/she or a member of his/her family moves into such quarters. For example, the Comptroller has held that:

a. An employee who rents a house while looking for a permanent residence and who does not unpack the household goods or connect the gas, etc., ...but buys the house 1 month later, may be reimbursed, since the employee has demonstrated intent to use the quarters only on a temporary basis.

b. If an employee and/or family occupy the basement of a house on a temporary rental basis after contracting for the residence, and later occupy the house, subsistence shall be denied, since the employee intended to make that house a permanent residence. The fact that he/she paid rent before commencing to make his/her mortgage payments is immaterial.

25-4. Limitations.

a. Length of Time Allowed Within the United States (Conterminous and Nonconterminous). The maximum allowable period of subsistence entitlement during occupancy of temporary quarters shall be 60 consecutive calendar days. The period of consecutive days may be interrupted for the time that is allowed for travel between the old and new official stations, or for circumstances attributable to official necessity (for example, an intervening temporary duty assignment). Other types of delays or absences from temporary quarters, such as annual or sick leave, do not interrupt the 60-day period. The 60-day limitation also applies when employees transfer from official stations located in foreign countries to official stations in the United States.

b. Additional Time in Certain Cases. Subsistence expenses as provided in subparagraph 25-4a may be allowed for an additional period of time not to exceed 60 consecutive days provided the head of the Agency, or his/her designee, determines that there are compelling reasons for the continued occupancy of temporary quarters. The total period of time in temporary quarters shall not exceed 120 days under any circumstances. Authorizations to extend the temporary quarters period and the number of days authorized shall be held to a minimum. Extensions of the temporary quarters may be authorized only in situations where there is a demonstrated need for additional time in temporary quarters due to circumstances which have occurred during the initial 60-day period of temporary quarters occupancy and which are determined to be beyond the employee's control and acceptable to the Agency. Examples of compelling reasons which could be considered as beyond the employee's control for purposes of granting this extension may include, but are not limited to, the following situations:

(1) Shipment and/or delivery of household goods to new residence is delayed due to extended transit time incident to ocean transportation, strikes, customs clearance, hazardous weather, fires, floods or other acts of God, etc.;

(2) New permanent residence cannot be occupied because of unanticipated problems, e.g., delays in settlement on new residence, short term delay in construction of a new residence, etc.;

(3) Inability to locate permanent residence which is adequate for family needs because of housing conditions at the new official station; or

(4) Sudden illness, injury, or death of employee or immediate family member.

c. Authorizing Less than Maximum Time. The specified time limits are maximum periods, and the length of necessary occupancy of temporary quarters is expected to average much less. Temporary quarters should be regarded as an expedient to be used only if (or for as long as) necessary, until the employee concerned can move into permanent residence quarters.

d. Time to Begin Occupancy. The use of temporary quarters for subsistence expenses purposes may begin as soon as the employee's transfer has been authorized. For an employee to be eligible, the period of use of such quarters must:

(1) Begin no later than 30 days from the date the employee reported for duty at the new official station; or

(2) Begin no later than 30 days from the date the family vacates the residence at the old official station, and not beyond the maximum time for beginning allowable travel and transportation.

e. Computing Occupancy Time. The allowable time:

(1) Begins when either the employee or any member of the immediate family begins the period of use of such quarters for which a claim for reimbursement is made. This is true even if the employee and family occupy temporary quarters in different locations:

(2) Runs concurrently for the employee and all members of the immediate family regardless of whether or not all are occupying temporary quarters; and

(3) Terminates when the employee or any member of the immediate family occupies permanent residence quarters or when the allowable time limit expires, whichever occurs first.

f. Effect of Partial Days. To determine the eligibility period for partial days:

(1) When travel is over 24 hours and ends the same day on which temporary quarters are occupied, the eligibility for subsistence begins with the quarter after travel per diem stops;

(2) When travel is 24 hours or less and ends on the same day on which temporary quarters are occupied, the eligibility for subsistence starts with the same calendar day quarter in which per diem stops;

(3) In all other cases, the eligibility period starts at 12:01 am of the calendar day in which temporary quarters subsistence reimbursement is being claimed, if, in fact, those quarters are occupied during that calendar day;

(4) On the day that temporary quarters are vacated and permanent quarters are occupied, within the eligibility period, subsistence entitlement shall terminate at midnight of that day; and

(5) The fact that temporary quarters are occupied for less than a full day does not affect the computation of the number of days, up to 60, for which temporary quarters expenses may be reimbursed. Occupancy for a partial day will be computed as one of the 60 calendar days during which such expenses may be paid.

g. Allowance When Short Distance Transfer is Involved. For an employee to be eligible for temporary quarters expenses, Distance A (below) must be more than 40 miles greater than Distance B, except that expenses of temporary quarters are allowable for the period during which the employee is awaiting the arrival of the household goods.

New Official Station ---------- Distance A ---------- Old Residence
(by direct distance)
Old Official Station ---------- Distance B ---------- Old Residence

h. Duplication of Other Allowances. In no case shall subsistence expenses under these provisions be allowed if they duplicate, in whole or in part, payment received under other laws or regulations covering similar costs.

25-5. Maximum Reimbursement. The amount which may be reimbursed for temporary quarters subsistence expenses shall be the actual amount of allowable expenses incurred for each 30-day period not to exceed a maximum amount based on the applicable daily rate prescribed in figure 22-3. The daily actual subsistence expenses required to be itemized will be totaled for each 30-day period to permit a comparison with the maximum allowable amount for the particular period. If less than a 30-day period is authorized, or used, the maximum allowable amount will be based on the number of days authorized, or used, multiplied by the applicable daily rate.

25-6. Type of Expenses Allowed. Allowable expenses must be incident to the occupancy of temporary quarters, reasonable in amount, and include only charges for meals (including groceries consumed during occupancy of temporary quarters), lodging, fees and tips incidental to meals and lodging, laundry, and cleaning and pressing of clothing. Expenses of local transportation incurred for any purpose during occupancy of temporary quarters shall be disallowed.

25-7. Certification Requirement. When a claim for reimbursement under this chapter is made on FEMA Form 22-15, Claim for Reimbursement of Subsistence Expenses While Occupying Temporary Quarters (see figure 25-1), the following statement must appear on the reimbursement voucher:

> "I certify that the subsistence expenses, authorized by Chapter 25, FEMA Manual 6200.1, Travel Regulations, for which reimbursement is herein claimed, were incurred during occupancy of temporary quarters by myself, my family, or both, and that the time spent in such temporary quarters was the minimum needed to enable me to obtain and occupy permanent quarters."

25-8. Transfer to Foreign Area. When the new official station is located in a foreign area, the employee is not eligible for temporary quarters allowances under these regulations. When temporary lodgings are obtained in a foreign area, or in the United States prior to transferring to a foreign area, the employee may be eligible for an allowance under the Standardized Regulations (Government Civilians, Foreign Areas) prescribed by the Department of State.

25-9. Advance of Funds. Advance of funds may be made in 30-day increments in connection with subsistence expenses covered by this chapter. The initial advance of funds for temporary quarters subsistence expenses shall not exceed the maximum amount allowable for the first 30-day period (or other authorized period if less than 30 days). Thereafter, funds may be advanced for subsequent 30-day periods as authorized. Employees should be advised that when an advance of funds is needed for the second and subsequently authorized 30-day periods, the request for advance should be submitted in sufficient time to allow for processing, approval, and issuance of the advance of funds.

Figure 25-1
(Part 1 of 2)

FEMA Form 22-15, Claim for Reimbursement of Subsistence Expenses While Occupying Temporary Quarters

FEDERAL EMERGENCY MANAGEMENT AGENCY
CLAIM FOR REIMBURSEMENT OF SUBSISTENCE EXPENSES WHILE OCCUPYING TEMPORARY QUARTERS

NAME OF EMPLOYEE	ORGANIZATION	
TRAVEL AUTHORIZATION NUMBER & DATE	DATE SERVICE AGREEMENT SIGNED	DATE REPORTED AT NEW OFFICIAL STATION

SUMMARY OF REIMBURSEMENT CLAIMED

PERIOD (See Ite 19 3)	INCLUSIVE DATES	PER DIEM RATE			MAXIMUM TOTAL ALLOWANCE	ACTUAL ALLOWABLE EXPENSES	AMOUNT CLAIMED
		EMPLOYEE	IMMEDIATE FAMILY				
			NO OF PERSONS	RATE			
FIRST PERIOD		$		$	$	$	$
SECOND PERIOD							
THIRD PERIOD							
			TOTAL		$	$	$

PERSONS AND PERIOD COVERED BY CLAIM

NAME (List employee on first line)	RELATIONSHIP TO EMPLOYEE	TEMPORARY SUBSISTENCE PERIOD				LOCATION OF TEMPORARY QUARTERS (City and State)
		BEGINNING		ENDING		
		DATE	HOUR	DATE	HOUR	

DAILY EXPENSES

Attach receipts for lodging, laundry, and drycleaning, except when coin-operated laundry or drycleaning facilities are used. In lieu of receipts for use of coin-operated facilities, itemize such expenses in "Remarks" on reverse

DATE	COST OF MEALS					COST OF GROCERIES	COST OF LAUNDRY & DRYCLEANING	COST OF LODGING	TOTAL EXPENSES FOR DAY
	BREAKFAST	LUNCH	DINNER	FEES & TIPS	TOTAL				
	$	$	$	$	$	$	$	$	$

FEMA Form 22-15, NOV 84 (Continued on reverse)

(Part 2 of 2)

DATE	COST OF MEALS					COST OF GROCERIES	COST OF LAUNDRY & DRYCLEANING	COST OF LODGING	TOTAL EXPENSES FOR DAY
	BREAK FAST	LUNCH	DINNER	FEES & TIPS	TOTAL				
	$	$	$	$	$	$	$	$	$

Chapter 26

Expenses Incurred in Real Estate and Unexpired Lease Termination

26-1. Authorization. There is no discretionary authority to disallow an employee expenses incurred in real estate or unexpired lease transactions when the expenses are actually incurred and the conditions and requirements stated in paragraph 26-3 are met. FEMA Form 22-17, Application for Reimbursement of Expenses Incurred Upon Sale or Purchase of Residence, is used to request reimbursement (see figure 26-1).

26-2. Exclusions. The provisions of this chapter do not apply to:

a. New appointees, including those covered under paragraph 22-17; and

b. Employees assigned under the Government Employees Training Act.

26-3. Conditions and Requirements. The Government shall reimburse an employee for certain expenses paid in connection with the sale of one residence at the old official station, for purchase (including construction) of one dwelling at the new official station, or for settlement of an expired lease involving the residence or a lot on which a mobile home (used as the residence) was located at the old official station, provided that:

a. Transfers Covered - Agreement Required. A permanent change of station is authorized or approved and the old and new official stations are located within the United States, and the employee has signed Employment Agreements as required in chapter 22.

b. Location and Type of Residence. The residence or dwelling is the residence described in appendix B. It may be a mobile home and/or lot on which such a mobile home is, or will be, located.

c. Title Requirements. The employee's interest in the property was acquired prior to the date on which the employee was definitely informed of the transfer. The title of the property involved must be:

(1) In the name of the employee alone;

(2) In the joint names of the employee and a member(s) of the immediate family; or

(3) Solely in the name of the member(s) of the immediate family.

d. Occupancy Requirements. The dwelling for which reimbursement of selling expenses is claimed was the employee's residence at the time he/she was first definitely informed, by competent authority, of the transfer to the new official station.

e. Time Limitations. The settlement dates of the transactions for which reimbursement is requested are not later than 2 years after the date of reporting for duty at the new official station. The time limit may be extended by the authorizing official, provided:

(1) The employee makes a written request before expiration of the 2 year limitation;

(2) The extension does not exceed 1 additional year;

(3) It is determined that the particular residence transaction was reasonably related to the employee's transfer; and

(4) When such an extension is approved by an agency, relocation entitlements and allowances shall be determined by using the entitlements and allowances prescribed by regulations in effect on the employee's effective date of transfer and not the entitlements and allowances in effect at the time the extension of the time limitation is approved. The circumstances which justify this extension of time shall be stated over the signature of the authorizing official. This shall be attached to the employee's request for such action and submitted with the voucher.

f. Payment of Expenses by Employee - Pro/rata Entitlement. The expenses for which reimbursement is claimed were paid by the employee. If the residence is a multiple occupancy dwelling (occupied only partially by the employee) or if the employee shares responsibility for a leased property (such as a shared apartment arrangement), expenses shall be reimbursed on a pro rata basis. The employee shall be limited to a pro rata reimbursement when the employee sells or purchases land in excess of that which reasonably relates to the residence site.

26-4. Reimbursable and Nonreimbursable Expenses in the Sale or Purchase of a Residence.

a. Brokers' Fees and Real Estate Commissions. A broker's fee or real estate commission paid by the employee for the sale of the residence is reimbursable up to the rate generally charged by brokers in the locality of the old official station. No such fee or commission is reimbursable in connection with the purchase of a home at the new official station.

b. Other Advertising, Selling and Appraisal Expenses. Costs of newspapers, bulletin boards, multiple listing services, and other advertising for sale of the residence at the old official station are reimbursable if the employee has not paid for such services in the form of a broker's fee or real estate agent's commission. The customary cost of an appraisal may also be reimbursed.

c. Legal and Related Expenses. To the extent that such costs have not been included in broker's fees or similar services for which reimbursement is claimed under other categories, certain expenses related to the sale and purchase of a residence may be reimbursed (up to the amount customarily

charged in the locality of the residence) if the expenses are customarily paid by the seller or the purchaser of the residence. These expenses include the following reimbursable costs.

(1) Costs of searching and preparing abstract, and legal fees for a title opinion; or

(2) Where customarily furnished by the seller:

(a) Costs of a title insurance policy;

(b) Costs of preparing conveyances, other instruments, contracts, and related notary and recording fees;

(c) Costs of making surveys, preparing drawings or plats, when required for legal or financial purposes; and

(d) Similar costs incident to recordation (e.g., mortgage discharge recording fees).

d. Reimbursable Miscellaneous Expenses. The following expenses are reimbursable in connection with the sale and purchase of residences if the expenses are customarily paid by the seller of a residence (at the old official station) or if they are customarily paid by the purchaser (at the new official stations), to the extent that the expenses do not exceed amounts customarily paid in the localities of the respective residences:

(1) Fees for FHA or VA loan applications;

(2) Loan origination fees and similar charges such as loan assumption fees and loan transfer fees. A loan origination fee is a fee paid by the borrower to compensate the lender for administrative-type expenses incurred in originating and processing a loan. Reimbursement for a loan assumption fee or a loan transfer fee or a similar charge also may be allowed, if it is assessed in lieu of a loan origination fee and reflects charges for services similar to those covered by a loan origination fee. An employee may be reimbursed for these fees in an amount not in excess of 1 percent of the loan amount without itemization of the lender's administrative charges. Reimbursement may exceed 1 percent only if the employee shows by clear and convincing evidence that: (a) the higher rate does not include prepared interest, points, or a mortgage discount; and (b) the higher rate is customarily charged in the locality where the residence is located;

(3) Costs of preparing credit reports;

(4) Mortgage and transfer taxes (sales tax);

(5) State revenue stamps and similar fees and charges;

(6) Charges made for prepayment of a mortgage or other security instrument in connection with the sale of a residence at the old official station, to the extent that the terms in the mortgage or other security instrument provide for such a cost. This prepayment penalty is also reimbursable when the mortgage or other security instrument does not specifically provide for prepayment, provided such a penalty is customarily charged by the lender. In that case, the reimbursement may not exceed 3 months' prevailing interest on the loan balance;

(7) Costs paid by the employee for a mortgage title policy on a residence purchased by the employee; and

(8) In a case involving the construction of a residence, those items of expense which are comparable to reimbursable expenses in connection with the purchase of an existing residence.

e. Nonreimbursable Miscellaneous Expenses. The following expenses are not reimbursable.

(1) Costs of certain types of insurance paid for by the employee, such as an owner's policy, a record title policy, mortgage insurance, a mortgage guarantee insurance premium, and insurance against damage or loss of property;

(2) Interest on loans, points, and other mortgage discounts;

(3) Fees, costs, charges, or expenses determined to be a part of the finance charge under the Truth in Lending Act, Title 1, Public Law 90-321, and Regulation Z, issued pursuant thereto by the Board of Governors of the Federal Reserve System;

(4) Property taxes and operating or maintenance costs; and

(5) Expenses which are a direct result of construction of a residence.

f. Losses Due to Prices or Market Conditions at the Old or New Official Duty Station. A capitol loss in the sale of a residence is not reimbursable. If the purchased residence costs more than the one that was sold, the difference is not reimbursable.

g. Other Expenses of Sale and Purchase of Residences. Incidental charges for required services in selling and purchasing a residence may be reimbursable if the charges are customarily paid by the seller of a residence (at the old official station) or if they are customarily paid by the purchaser of a residence (at the new official station), to the extent that they do not exceed amounts customarily charged in the localities of the residences involved.

26-5. Overall Limitations in the Sale or Purchase of a Residence. The total amount of reimbursable expense under this section shall not exceed the amount found in figure 26-2, Overall Limitations in the Sale or Purchase of a Residence.

26-6. Required Documentation. Each amount claimed on FEMA Form 22-17 must be supported by documentation showing that the claimed expense was in fact incurred and paid by the employee. Supporting documentation must include copies of:

a. Sale agreements;

b. Purchase agreements;

c. Property settlement documents;

d. Loan closing statements; and

e. Invoices or receipts for other charges paid.

26-7. Assistance Provided by Local Offices of the Department of Housing and Urban Development (DHUD). Technical assistance in determining the reasonability of an expense may be obtained from the local or area office of DHUD serving the area in which the expense was incurred. The local office can provide the following.

a. Provide a current Federal Housing Administration (FHA) Form 2496, Schedule of Closing Costs, applicable to the area. This is a schedule of closing costs typically encountered in connection with the purchase and sale of single-family properties. The schedule should be used as a guideline and not as a rigid limitation.

b. Upon request, provide information stating local customs and practices with respect to closing costs relating to sales and purchases. Information usually includes who usually pays these costs and the local terminology used to describe the costs. Area or insuring offices of DHUD are located in all major cities. The mailing addresses for these offices are included in the U.S. Government Organization Manual, published annually by the Office of Federal Register, National Archives and Records Service, GSA.

26-8. Settlement of an Unexpired Lease. Expenses incurred in the settlement of an unexpired lease (including month-to-month rental) on residence quarters occupied by the employee at the old station may include a broker's fee for obtaining a sublease or charges for advertising an unexpired lease.

a. Such expenses are reimbursable when:

(1) Applicable laws or the terms of the lease provide for payment of settlement expenses;

(2) Such expenses cannot be avoided by sublease or other arrangements;

(3) The employee has not added to the expense by failing to give prompt lease termination notice after he/she had definite knowledge of the transfer; and

(4) The broker's fees or advertising charges are not in excess of those customarily charged for comparable services in that locality.

b. Itemization of this expense is required with the SF 1012 and must be supported by documentation indicating that the expense was in fact incurred and paid by the employee. The SF 1012 may be submitted separately or with a claim that is to be made for expenses incident to the purchase of a dwelling.

26-9. Violation of Employment. If the employee violates the terms of the Service Agreement, no expenses will be paid, and the employee is subject to recovery of relocation costs paid by the Government.

26-10. Advance of Funds. No advance of funds is allowed for benefits under this chapter.

Figure 26-1
(Part 1 of 3)

FEMA Form 22-17, Application for Reimbursement of Expenses Incurred Upon Sale or Purchase (or Both) of Residence

FEDERAL EMERGENCY MANAGEMENT AGENCY
APPLICATION FOR REIMBURSEMENT OF EXPENSES INCURRED UPON SALE OR PURCHASE (OR BOTH) OF RESIDENCE

INSTRUCTIONS

A. EMPLOYEE-CLAIMANT

1 Prepare application in triplicate completing Parts I, II, and III of face and enter all applicable amounts and totals on reverse side.

2 Attach signed copies of the following documents as support for reimbursable expenses: (a) sales and/or purchase agreement, (b) settlement or lease closing statement, and (c) invoices and statements to support other items claimed for reimbursement. Documents submitted should be photo or picture copies since they will not be returned. Be sure you have signed the employee certification(s).

3 Prepare and attach a travel voucher. Record total amounts claimed on this form on the voucher.

4 Submit original and first copy of application and supporting documentation together with the travel voucher to the head of your office at new official station or to an appropriate designated official. Retain second copy of the application.

B. HEAD OF OFFICE

1 For Sales. Send original and copy of the application together with the supporting documentation and travel voucher to the head of the office of the locality of the claimant's old official station as provided in the Travel Regulations for handling and execution of the approval (see item 4a) by him, or his designee, who will return the package to you.

2 For Purchases. Approval of the claim must be executed by the head of the office or his designee at the locality of the claimant's new official station (unless agency review and approval functions are performed elsewhere) (see item 4b).

3 Final administrative approval of payment of the claim must be executed by an appropriate approving official (see item 4c). Such official shall independently determine in accordance with the Travel Regulations the propriety of all reimbursements claimed (except with regard to realtor expenses and whether customarily paid). In this connection, all vouchers for reimbursement of real estate expenses incident to the same transfer shall be examined.

4 A travel voucher form shall be completed and submitted following usual procedures accompanied by the original application and supporting documents. File the copy of the application with the office copy of the voucher.

I. EMPLOYEE-CLAIMANT

NAME	MAILING ADDRESS	INDICATE WHETHER EARLIER CLAIM FOR REAL ESTATE EXPENSES WAS SUBMITTED FOR THIS TRANSFER ☐ YES ☐ NO

II. TRANSFER DATA

OLD OFFICIAL STATION	NEW OFFICIAL STATION	DATE NOTIFIED OF IMPENDING TRANSFER
TRAVEL AUTHORIZATION DATE	DATE REPORTED FOR DUTY AT NEW OFFICIAL STATION	DATE SERVICE AGREEMENT SIGNED

III. RESIDENCE PROPERTY DATA

	AT OLD OFFICIAL STATION	AT NEW OFFICIAL STATION
COMPLETE ADDRESS OF RESIDENCE		
NUMBER OF DWELLING UNITS ON PROPERTY		
SALE AND/OR PURCHASE PRICE		
DATE OF CLOSING OR SETTLEMENT		
AMOUNT OF EXPENSE BEING CLAIMED		

EMPLOYEE CERTIFICATION(S)

I hereby certify that the amount claimed in connection with the above sale represents only amounts actually paid by me and that title to the property was in my name and/or a member of my immediate family and was my residence when first definitely informed of my transfer.

SIGNATURE OF EMPLOYEE _____ DATE _____

I hereby certify that the amount claimed in connection with the above purchase represents only amounts actually paid by me and that title to the property is in my name and or a member of my immediate family and is my new residence.

SIGNATURE OF EMPLOYEE _____ DATE _____

IV. APPROVALS

A. Sale Expenses —	B. Purchase Expenses —	C. Final Administrative Approval for Payment —
The expenses of the sale applied for above are hereby approved as being (1) reasonable in amount and (2) customarily paid by a seller in the locality where the property is located. ☐ As claimed ☐ As reduced per attached memo	The expenses of the purchase applied for above are hereby approved as being (1) reasonable in amount and (2) customarily paid by a buyer in the locality where the property is located. ☐ As claimed ☐ As reduced per attached memo	Payment of this claim is approved in the amount of $ _____ If amount approved is less than amount claimed see attached memo
SIGNATURE AND DATE	SIGNATURE AND DATE	SIGNATURE AND DATE
TITLE	TITLE	TITLE

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(Part 2 of 3)

COST INCURRED AND PAID IN SELLING RESIDENCE AT OLD OFFICIAL STATION OR PURCHASING RESIDENCE AT NEW OFFICIAL STATION LOCATION (OR BOTH)			
ITEM	EXPLANATION	FORMER RESIDENCE	NEW RESIDENCE
1.	BROKERAGE FEES The sales commission paid to a broker or real estate agent for selling former residence. Also, fees for listing a residence and payment for multiple listing service, if not included in commission paid to the broker or agent	$	
2.	ADVERTISING Expenses paid for newspaper and other advertising when a direct sale is made without the services of a real estate broker or real estate agent	$	
3.	APPRAISAL FEE The amount paid to a professional appraiser for establishing a suggested sale price for the residence	$	
4.	LEGAL AND RELATED COSTS The amounts paid for costs of (1) searching title, preparing abstract, and legal fees for a title opinion, or (2) title insurance policy where customarily furnished by the seller; costs of preparing conveyances, other instruments, and contracts; related notary fees; costs of making surveys, preparing drawings or plats; recording fees and recording taxes or other charges paid incident to recordation *(e.g., mortgage discharge recording fees), etc.*	$	$
5.	MISCELLANEOUS COSTS Amounts paid in connection with sale of former residence and purchase of a new residence *(Normally these expenses (except A) are paid by the purchaser. However depending on local custom and practice the seller may be required to pay some of them)*		
	a. PREPAYMENT CHARGE The amount paid as required in the mortgage or other security instrument as a charge for prepayment, or if not specifically required by the mortgage instrument, the amount paid limited to 3 months prevailing interest on loan balance	$	
	b. LENDER'S APPRAISAL FEE The amount paid for the mortgagee - lender's charge for residence appraisal	$	$
	c. FHA OR VA APPLICATION FEE The amount paid	$	$
	d. CERTIFICATIONS The amount paid for any required certifications as to structural soundness or physical condition of property, when required by mortgagee - lender, FHA or VA	$	$
	e. CREDIT REPORT The amount paid for credit or factual data report on the buyer, if required by mortgagee - lender, FHA or VA	$	$
	f. MORTGAGE TITLE POLICY The amount paid for mortgagee *(or lender's)* title insurance policy only *(as distinguished from a mortgage insurance policy on the life of the borrower and the additional cost for an owner's title policy)*		$
	g. ESCROW AGENT'S FEE The amount paid to an escrow agent, title, company or similar entity for closing a real estate transaction	$	$
	h. STATE REVENUE STAMPS The amount paid	$	$
	i. SALES OR TRANSFER TAXES, MORTGAGE TAX, IF ANY: The amount paid	$	$
6.	OTHER INCIDENTAL EXPENSES Such other reasonable and customary charges or fees paid may be authorized and not properly includable in items listed above *(itemize and explain below. If necessary, attach separate sheet)*	$	$
	TOTAL – FORMER RESIDENCE	$	
	TOTAL – NEW RESIDENCE		$

NOTE: In accordance with the real estate expense provisions of the Travel Regulations, costs of insurance against damage or loss of property, maintenance and operating costs and property taxes are not reimbursable. Also, mortgage discounts, points, interest on loans and losses in connection with the sale or purchase of a residence due to price or market conditions are not reimbursable. Notwithstanding the above, no fee, cost, charge or expense is reimbursable which is determined to be a part of the finance charge under the Truth in Lending Act, Title I, Public Law 90-321, and regulation Z issued pursuant thereto by the Board of Governors of the Federal Reserve System.

(Part 3 of 3)

FEMA Form 22-17, Application for Reimbursement of Expenses Incurred Upon Sale or Purchase (or Both) of Residence

1. FEMA Form 22-17, Application for Reimbursement of Expenses Incurred Upon Sale or Purchase (or Both) of Residence. FEMA Form 22-17 shall be used to claim reimbursement under this chapter for sale and/or purchase of residence. The form includes the most commonly incurred items of expenses which may be claimed. Itemization of these expenses should not be itemized on the SF 1012. However, expenses related to termination of a lease or oral occupancy agreement must be entered on the SF 1012. Office heads are responsible for executing valid approving signatures in Section IV on all copies of FEMA Form 22-17, in accordance with the instructions on the form. Technical assistance from the local office of DHUD should be obtained, when necessary, as described in paragraph 3.

2. Review and Administrative Approval of Sale and Purchase Expenses. Applications shall be reviewed by the employee's respective office head. A FEMA Form 22-17 submitted for the sale of residence shall be sent to the employee's old official station when transferring within the Agency. In a case of transfer between agencies, review and approval of the application shall be made at an Agency area office in the locality of the employee's old official station. If the Agency has no area office in the locality, the application shall be sent to the losing agency at the old official station. This procedure is intended to be limited to determination of whether the claimed expenses are reasonable in amount and that they are customarily paid by the seller in the locality of the property. Any portion of such costs which is deemed to be excessive shall be disallowed. When approved, the application shall be returned with an appropriate memorandum of explanation. A similar procedure is required for the handling of the purchase of new dwelling.

Figure 26-2

Overall Limitations in the Sale or Purchase of a Residence

The total amount of expenses that may be reimbursed is as follows:

1. In connection with the sale of the residence at the old official station, reimbursement shall not exceed 10 percent of the actual sale price or $17,177, whichever is the lesser amount.

2. In connection with the purchase of a residence at the new official station, reimbursement shall not exceed 5 percent of the new purchase price or $8,589, whichever is the lesser amount.

Chapter 27

Transportation and Temporary Storage of Household Goods

27-1. General. Except for that stated in paragraph 27-4, there is no discretionary authority to disallow an employee allowances stated in this chapter, provided the employee meets the basic requirements for relocation allowances.

27-2. Eligibility. An employee covered by this manual is eligible for transportation and temporary storage of the household goods as defined in appendix B, to the extent stated in this chapter, when:

a. Employee is transferred; or

b. Appointed to a position in which Government transportation to the first official station is allowable.

27-3. Weight Limitations. The maximum weight of household goods that may be transported or stored in connection therewith at Government expense is limited to 18,000 pounds net weight for all employees.

27-4. Professional Books, Papers, and Equipment.

a. Description. For the purposes of this manual, the term professional books, papers, and equipment includes those professional or specialized items and other materials which are personally owned by the employee for use in the performance of official duties. The term does not include sports or office equipment, household or shop fixtures and furniture; e.g., bookcases, file cabinets, desks, and racks of any kind, even if used in connection with professional books, papers, and equipment.

b. Requirement for Shipment at Government Expense. There is no statutory authority to transport personally-owned professional books, papers, or equipment in addition to the maximum weight allowance (paragraph 27-3) established by law, for transportation of an employee's household goods and personal effects. When the weight of the professional books, papers, and equipment caused the employee's household goods to exceed the maximum weight allowance, the personally-owned books, papers, and equipment may be transported to the new permanent duty station as an administrative expense of the Agency. Authority to transport professional books, papers, and equipment as an administrative expense is subject to the discretion of the authorizing official.

c. Employee's Responsibility. The employee shall provide the appropriate authorizing official at the new duty station with the following information:

(1) An itemized inventory of the professional books, papers, and equipment; and

(2) Appropriate evidence that transporting the itemized material as part of the employee's household goods would result in an excess of the employee's maximum weight allowance.

d. Authorizing Official's Responsibility. The authorizing official at the new permanent duty station shall make the following certification.

(1) That the professional books, papers, and equipment, as itemized and described in subparagraph 27-4c, are necessary in the proper performance of the employee's duties at the new official station; and

(2) That if these items were not transported to the new duty station, the same or similar items would have to be obtained at Government expense for the employee's use at the new duty station.

e. Method of Shipment. When professional books, papers, and equipment are certified as provided in subparagraph 27-4d, shipment shall be made as an administrative expense by one of the following methods:

(1) Shipment Separate from Household Goods. When professional books, papers, and equipment are shipped for the employee as an administrative expense, shipment shall be by the actual expense method. The commuted rate method shall not be used; or

(2) Shipment with Household Goods. When shipped in the same lot with the employee's household goods and other personal effects under the actual expense method, the professional books, papers, and equipment shall be packed and weighed separately. The weight thereof shall be stated as separate items on the Government bill of lading. If under unusual circumstances it is impracticable or impossible to obtain separate weights, a constructive weight of 7 pounds per cubic foot may be used.

27-5. Limitations on Origin and Destination.

a. Cost of transportation of household goods may be paid by the Government in the following cases:

(1) Whether shipment originates at the employee's last official station, place of residence, or at another point;

(2) When part of the shipment originates at the last official station and the remainder originates at another point(s);

(3) Whether the destination is the new official station or another point selected by the employee; and

(4) When the destination for part of the shipment is the new official station and the remainder is shipped to one or more other points.

b. The total amount that may be reimbursed by the Government shall not exceed the cost of transporting the property in one lot by the most economical route from the employee's last official station (or the place of actual residence of a new appointee at the time of appointment) to the new official station. No property acquired by the employee en route between old and new official duty stations shall be eligible for transportation.

27-6. Determining the Net Weight of Household Goods.

a. Uncrated Shipments. When household goods are shipped uncrated, as in a household mover's van, the net weight shall be that shown on the bill of lading or on the attached weight certificate. Under Interstate Commerce Commission (ICC) regulations, this includes the weight of barrels, boxes, cartons, and similar materials used in packing. It does not include pads, chains, dollies, or other equipment needed to load or secure the shipment. When a commuted rate system of shipment is involved, the above provisions of the ICC regulations shall apply for the purpose of determining the net weight. When an employee's claim is based on a constructive weight, the weight shall be determined under that provision.

b. Crated Shipments. When property is transported crated, the net weight shall not include the weight of the crating material; therefore, the net weight shall be computed to be 60 percent of the gross weight. However, if the net weight, as computed in this manner, exceeds the applicable weight limitation and if it is determined that, for reasons beyond the employee's control, unusually heavy crating and packing materials were necessarily used, the net weight may be computed to be less than 60 percent of the gross weight.

c. Containerized Shipments. When special containers normally designed for repeated use (such as lift vans, CONEX transporters, and household goods shipping boxes) are used, and the known tare weight does not include the weight of interior bracing and padding materials but only the weight of the container, the net weight of the household goods shall be 85 percent of the gross weight, less the weight of the container. If the known tare weight includes interior bracing and padding materials so that the net weight is the same as it would have been for an uncrated shipment in interstate commerce, the net weight shall not be subject to the above reduction. If the gross weight of the container cannot be obtained, the net weight of the household goods shall be determined from the cubic measurement on the basis of 7 pounds per cubic foot of properly loaded container space.

d. Constructive Weight. If no adequate scale is available at the point of origin, at any point en route, or at the destination, a constructive weight, based on 7 pounds per cubic foot of properly loaded van space, may be used. Such a constructive weight may be used for a partial load if its weight could not be obtained at the origin, en route, or at the destination, without first unloading it (or other partial loads carried in the same vehicle), or if the household goods are not weighed because the carrier's charges for local or volume of the shipment (as when payment is based on an hourly rate and the distance involved). However, in such an instance, the employee should obtain a statement from the carrier, showing the amount of properly loaded van space required for the shipment.

27-7. The Commuted Rate System of Reimbursement for Transportation of Household Goods Within the Conterminous United States.

a. Description. Under the commuted rate system, an employee makes the arrangements for transporting household goods between points within the conterminous United States. He/she selects and pays the carrier or transports the goods by noncommercial means, and is reimbursed by the Government in accordance with schedules of commuted rates. The schedules are contained in GSA Bulletin FPMR A-2, Commuted Rate Schedule for Transportation of Household Goods.

b. Determining Amount of Reimbursement. When the commuted rate system is used, the amount to be paid the employee for transportation and related services is computed by the multiplication of the number of hundreds of pounds shipped (within the maximum weight allowances) by the applicable rate per hundred pounds for the distance shipped, as shown in the Commuted Rate Schedule. The distance shall be determined in accordance with household goods mileage guides filed with the Interstate Commerce Commission. If the rate for the exact mileage is not shown in the Commuted Rate Schedule, the rate shown for the next greater distance applies. If an employee is charged a minimum weight above the actual weight of the household goods under the applicable tariff (other than one based on expedited or special services), the reimbursement shall be based on the minimum weight as charged instead of the actual weight of the goods.

c. Documentation. A claim for reimbursement under the commuted rate system shall be supported by a receipted copy of the bill of lading (a legible reproduction may be accepted) and any attached weight certificate copies, if such a bill was issued. If no bill of lading was involved, submit other evidence, showing points of origin and destination and the weight of the goods. Employees shall state on their reimbursement vouchers that the net weight of household goods for which reimbursement is claimed does not include articles not allowable under the definition of Household Goods. Employees who transport their own household goods are cautioned to establish the weight of such goods by obtaining proper weight certificates. The certificates should show gross weight (weight of vehicle and goods) and tare weight (weight of vehicle alone). These weights are necessary because compliance with requirements for payment at commuted rates on the basis of constructive weight is not usually possible.

27-8. Actual Expense Method of Reimbursement for Transportation of Household Goods Within the Conterminous United States.

a. Description. Under the actual expense method, the Government assumes responsibility for awarding contracts, and for other negotiations with carriers. The property is shipped on an SF 1103 and the Government audits and pays transportation vouchers directly to carriers. Under the actual expense method, the household goods are shipped by the Government, not by the employee.

b. Responsibility for Arranging Shipment. When it is determined that the actual expense method of reimbursement will be used for transporting household goods, the Office of Administrative Support will contact GSA for a prioritized listing of eligible carriers. This listing will be provided to the employee who:

(1) Must arrange for the transportation, packing, crating, and unpacking with the first available carrier; and

(2) Notify the Office of Administrative Support by memorandum of the carrier's name, pickup date, address and destination location. This information will be provided to the FEMA employee who is responsible for the preparation of the Government bill of lading.

c. Allowable Charge. The actual costs of transportation of household goods within the authorized weight limits will be allowed at Government expense and is paid by the Agency directly to the carrier. In addition, within the weight limit, the actual costs for packing, crating, unpacking, drayage incident to transportation, and necessary accessorial services shall be allowed.

d. Multiple Shipment Procedures. When the actual expense method is used in shipping household goods belonging to two or more employees, between the same two points, the weight of each employee's household goods is to be identified for the purpose of applying the maximum weight limitations.

e. Excess Weight Procedures. When the weight of an employee's household goods exceeds the maximum weight limitation, the total quantity may be shipped on an SF 1103. However, the employee shall reimburse the Agency for the cost of transportation and other charges applicable to the excess weight. The amount of reimbursement shall be computed from the total charges, according to the ratio of excess weight to the total weight of the shipment.

27-9. Selection of Commuted Rate or Actual Expense Method.

a. Considerations.

(1) When the commuted rate system is used, the Government is relieved of the responsibility and administrative expense of selecting and dealing with carriers and making other arrangements for transportation of employees' household goods; however, the Government cannot, under this system, take advantage of special discounts which may be offered.

(2) When the actual expense method is used, the Government incurs the additional expense of selecting and dealing with carriers, preparing bills of lading, auditing and paying transportation vouchers, supervising the packing of household goods, handling employees' loss and damage claims, and other incidentals.

b. Estimating Costs.

(1) Under the commuted rate system, an accurate estimate of cost depends upon the accuracy of the estimate of weight;

(2) Under the actual expense method, the cost to the Government will usually depend not only on the weight involved but also on the accessorial services required, the quality of packing and the quantity of individual cartons, boxes, barrels, and wardrobes used by the carrier in packing;

(3) When the commuted rate system is used, the packing and accessorial charges are authorized and paid by the employee from the amounts allowed for those charges under that system; and

(4) When the actual expense method is used, the accessorial and packing charges are paid by the Government, and if those charges are high, they could more than offset any discount in the line-haul rate which may be available for shipments by SF 1103. A proper comparison of costs must include consideration of the line-haul transportation charge, the administrative costs and the expected accessorial and packing charges.

c. Policy. In order to determine the least expensive method of relocating an employee's household goods, it will be necessary to compare costs using the SF 1103 and the commuted rate methods.

(1) Refer each PCS move to GSA (headquarters will call the National Capital Region, 472-1944; each regional office will call its GSA Regional Office) as soon as possible, for a comparison of costs between the use of an SF 1103 and the commuted rate. GSA requires the estimated weight, the date of departure, and the departure and arrival points.

(2) If the GBL method is found cost effective, the Agency shall request a list of approved household goods movers from GSA prior to issuing a GBL.

(3) If the commuted rate procedure is found cost effective, the employee should be notified to procure a moving company of their choice and include the cost on their reimbursement voucher.

27-10. Criteria for Use of the Actual Expense Method.

a. Individual Transfers. Experience with the actual expense method has shown that shipment by Government bill of lading does not result in savings simply because a line-haul discount is available. Therefore, the commuted rate system shall be used for individual transfers and the actual expense method shall not be considered, except that the actual expense method may be used if the actual costs to be incurred by the Government for packing and for other accessorial services are predetermined (at least with regard to price per 100 pounds), and if that method is expected to result in real savings ($100 or more) to the Government.

b. Multiple Transfers. Under general rate tenders arranged by GSA and DOD, participating carriers agree to transport the household goods of Government employees at rates below commercial rates for specific periods of time. These tenders are arranged under Section 22 of the Interstate Commerce Act, and no further negotiation is necessary. The Office of the Comptroller, in concert with the authorizing official, shall evaluate the use of such rates when, due to the transfer of several employees, there is a large volume of household goods to be moved between the same places at the same time, even if no mass move is involved. However, the added costs for use of the actual expense method and the uncertainty as to total cost for packing and accessorial services shall be taken into consideration, and the actual expense method shall be selected only if it is considered likely that real savings to the Government will result from use of that method.

c. Mass Move. Whenever an entire facility is to be relocated, or whenever it is anticipated that ten or more shipments of household goods are to be transported between two points at approximately the same time, the Office of the Comptroller shall notify the appropriate regional office of the GSA of the forthcoming move so that an analysis can be made of the existing available rates for use under the actual expense method. GSA shall attempt to arrange with carriers for worthwhile reduced rates, and shall notify the appropriate parties of the results of such efforts. If it is shown that savings could result, considering all direct and indirect costs involved, the actual expense method shall be used. Otherwise, the commuted rate system shall be used. The notification shall:

(1) State all pertinent information concerning points of origin and destination;

(2) State the estimated weights of property;

(3) State the number of persons or families involved; and

(4) State the dates or periods of the time during which each person or family is expected to move.

d. Unusual Circumstances. Commuted rates do not take intrastate rates into account. Sometimes intrastate rates are substantially higher than the interstate rates which form the basis for commuted rates. Therefore, to avoid the need to provide commuted rates in such cases, the actual expense method may be used if it is determined that hardship would be suffered by the employee through use of the commuted rate system for a transfer between official duty stations within a state. This authority shall not be used indiscriminately and all instances of its use shall be documented and thoroughly justified.

27-11. Temporary Storage. The time allowable for temporary storage in connection with an authorized shipment of household goods shall not exceed a period of 90 days. However, upon an employee's written request, the initial 90-day period may be extended an additional period not to exceed 90 days under certain conditions if approved by the Chief, Policy Division, Office of the Comptroller. Justification for an additional storage period may include, but is not limited to, the following reasons:

a. An intervening temporary duty or long-term training assignment;

b. Nonavailability of suitable housing;

c. Completion of residence under construction;

d. Serious illness of employee or illness or death of a dependent; or

e. Strikes, acts of God, or other circumstances beyond the control of the employee.

27-12. Advance of Funds.

a. Commuted Rate System. Employees may be advanced funds up to the estimated amount of the commuted payment for the cost of authorized transportation and temporary storage of their household goods.

b. SF 1103. Funds may not be advanced if these costs will be paid directly by the Government, for instance, when an SF 1103 or purchase order is used.

c. Procedures. In requesting an advance of funds, an employee shall submit a written statement designating the following information.

(1) The points of origin and destination;

(2) The estimated weight of household goods to be shipped. The estimate should consist of a statement of the estimated weight, and must be signed by the carrier selected to handle the shipment. If such a signed statement is not available, evidence of the actual weight or a reasonable estimate deemed acceptable by the authorizing official may be provided; and

(3) Any anticipated temporary storage, not to exceed 90 days, at Government expense.

Chapter 28

Allowances for Subsistence and Transportation

28-1. General. There is no discretionary authority to disallow employee subsistence or transportation expenses when such expenses are actually incurred and the basic requirements for relocation allowances have been met.

28-2. Eligible Employees. Within the limits of this chapter, allowances for en route per diem, transportation costs, and other travel expenses are governed by the rules and principles that relate to temporary duty assignments and, accordingly, are established using the lodging plus method not to exceed the current maximum allowable per diem rate. See figure 2-5. The 10 hour limitation on travel of 24 hours or less does not apply.

28-3. For Members of Employee's Immediate Family.

a. Transportation. Within the limitations of this paragraph, transportation allowances for the immediate family are governed by the same rules and principles that apply to the employee. Travel of the immediate family may begin and end anywhere, but the cost to the Government is limited to that amount applicable to the usually traveled route between the employee's old and new official stations.

b. Per Diem Allowance En Route Between Official Stations.

(1) Per diem is not allowed for members of the immediate families of:

(a) New appointees; or

(b) Employees assigned under the Government Employees Training Act.

(2) Per diem is allowed for members of the immediate family of transferred employees under the same rules that apply to the employee, but with the following limitations:

(a) Maximum Per Diem Entitlement. See figure 22-3.

(b) Minimum Per Diem Entitlement. Under this provision, the minimum per diem rate for members of the employee's immediate family, shall be $6 unless the employee receives a per diem of less than $6. In that instance, the family members shall receive the same rate as the employee.

c. Reporting Requirements. The name, relation to employee, and age of each member of the family for whom per diem is being claimed must be shown on the SF 1012.

28-4. Use of a Privately-Owned Automobile.

a. Determination of Advantage to the Government. When an employee is eligible for travel allowances under this section uses a privately-owned automobile for such travel, that use is deemed to be advantageous to the Government. Reimbursement for this use is not restricted to the constructive cost of a common carrier.

b. Prescribed Mileage Rates. Payment of mileage allowances, when authorized or approved in connection with the transfer, shall be allowed as found in figure 22-3.

28-5. Advance of Funds. An advance of funds is allowed for benefits under this chapter.

Chapter 29

Allowance for Miscellaneous Expenses

29-1. Authorization. There is no discretionary authority to reduce or disallow a miscellaneous expense allowance if an employee is entitled to such an expense actually incurs the expense (also see paragraph 29-2).

29-2. Applicability. A miscellaneous expense allowance is payable to an employee for whom a permanent change of station is authorized or approved, and who has vacated an old residence and established a new one in connection with such a change, provided the employee meets the basic requirements for relocation allowances. The provisions of this chapter do not apply to:

a. New appointees; and

b. Employees assigned under the Government Employees Training Act.

29-3. Types of Costs Covered. The following types of costs are covered:

a. Fees for disconnecting and connecting appliances, equipment, and utilities, and costs of converting appliances for operation on available utility sources;

b. Fees for cutting and fitting rugs, draperies and curtains moved between residence quarters;

c. Utility fees or deposits that are not offset by eventual refunds;

d. Forfeiture losses on medical, dental, and food locker contracts that are not transferable, and contracts for private institutional care, such as that provided for handicapped or invalid dependents only, which are not transferable or refundable; and

e. Costs of automobile registration, driver's license, and use taxes imposed on the bringing of automobiles into certain jurisdictions.

29-4. Types of Costs Not Covered. Miscellaneous expense allowances shall not be used to reimburse the employee for:

a. Costs or expenses that exceed maximums provided by statute or in these regulations;

b. Costs or expenses the employee incurred but which are disallowed in these regulations;

c. Costs reimbursed under other provisions of law or regulations;

d. Costs or expenses incurred for reasons of personal taste or preference and not required because of the move;

e. Losses covered by insurance;

f. Fines or other penalties imposed upon the employee or members of the immediate family;

g. Judgments, court costs, and similar expenses growing out of civil actions; or

h. Any other expense brought about by circumstances, factors or actions for which the move to a new duty station was not the primary cause.

29-5. Examples of Costs Not Covered. The following costs are not reimbursable:

a. Losses incurred in the sale or purchase of real and personal property, and cost items related to such transactions;

b. Costs which are reimbursed under other provisions of this section or under any other regulations or under provisions or any statutes;

c. Costs of additional insurance on household goods while the household goods are in transit to a new official station, or the cost of loss or damage to such property;

d. Additional costs incurred in the moving of household goods when the maximum weight limitations for which the employee has eligibility, as provided by law or in these limitations is exceeded;

e. Costs of newly acquired items, such as purchase or installation costs of new rugs or draperies;

f. Higher income, real estate, sales or other taxes as the result of establishing residence in the new locality;

g. Fines imposed for traffic infractions while the employee is en route;

h. Accident insurance premiums or liability costs incurred in connection with travel to the new official station locality, or any other liability imposed upon the employee for uninsured damages caused by accidents for which he/she or a member of the immediate family is held responsible;

i. Losses as the result of the sale or disposal of items of personal property not considered convenient or practicable to move;

j. Damage or loss of clothing, luggage, or other personal effects during travel to the new official station locality;

k. Subsistence, transportation, or other mileage expenses in excess of the amounts reimbursed as per diem or other allowances under this order;

l. Medical expenses due to illness or injury of the employee or members of the immediate family while en route to the new official station or while living in temporary quarters at Government expense; or

m. Costs incurred in connection with structural alterations (remodeling or modernization of living quarters, garage or other building, to accommodate privately-owned automobiles, appliances or equipment), or the costs of replacing or repairing worn-out or defective appliances or equipment shipped to the new location.

29-6. Allowable Amount.

a. An employee eligible for a miscellaneous expense allowance shall be paid an amount under subparagraphs 29-6a or b, but not both.

(1) Allowances for miscellaneous expenses, as shown in figure 22-3, will be paid without support of other documentation or expenses.

(2) Allowances in excess of those provided in subparagraph 29-6a may be authorized or approved under the following conditions:

(a) If supported by acceptable statements or fact; and

(b) If supported by either bills or other acceptable evidence justifying the total amount claimed.

b. The aggregate amount must not exceed the employee's basic pay (as of the time the employee reported for duty) for 1 week, if the employee does not have an immediate family, and for 2 weeks, if he/she has an immediate family. In no instance will the amount exceed the maximum rate for grade GS-13, provided in 5 USC, Section 5332, as of the time the employee reported for duty. The entire amount claimed under this paragraph (including the amount otherwise payable without such documentation, under subparagraph 29-6a) must be properly supported.

29-7. Gypsy Moth Regulations. The Department of Agriculture has amended the gypsy moth and browntail moth quarantine and regulations by providing for the regulation of all outdoor household articles and recreational vehicles moved interstate from high-rate gypsy moth areas into or through nonregulated areas.

a. The quarantine restricts the movement of all outdoor household articles unless such articles are free of all life forms of gypsy moth at the time of the interstate movement from a gypsy moth high-rate area into or through a nonregulated area, or unless such outdoor household articles are accompanied by a certified outdoor household article inspection document issued by a qualified certified inspector within 5 days of the interstate movement from the gypsy moth high-rate area. The provision allowing self-inspection does not relieve the mover of the outdoor household articles of the responsibility for inspection or, if necessary, treatment. Rather, this provision imposes the responsibility on the individual who self-inspects to ensure that all of the outdoor household articles self-inspected are free of

all life forms of the gypsy moth when moved interstate. As discussed in the proposed rule (48 CFR 28649), civil and criminal penalties may be imposed upon persons who violate the regulations by moving, interstate to nonregulated areas, outdoor household articles (OHA) with life forms of gypsy moth without obtaining a certified OHA inspection document.

b. 7 CFR 301.45-1(u) defines qualified certified applicator as a person who is certified as a commercial applicator under Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) (66 Stat. 983, 7; USC 136b) and who has attended and completed a workshop segment on the identification and treatment of gypsy moth and outdoor household articles.

c. The commercial shipper can refuse to accept outdoor household articles for interstate movement unless the owner presents the shipper with an OHA document or otherwise verifies that the outdoor household articles have been inspected and are free of life forms of gypsy moth.

d. The OHA document is a document issued for the interstate movement of outdoor household articles by a qualified certified applicator which contains the following information:

(1) Name and address of mover of outdoor household articles covered by the OHA document;

(2) Address where outdoor household articles were inspected and/or treated;

(3) Destination address of outdoor household articles;

(4) Identity of each outdoor household article covered by the OHA document;

(5) Date of inspection, and if applicable, date and type of treatment applied to outdoor household article and date OHA document expires;

(6) Statement by the qualified certified applicator who issued the OHA document that:

(a) He/she inspected, or that the inspection was performed under his/her direct supervision, and any outdoor household articles listed thereon were found to be free of any life stage of the gypsy moth; or

(b) That any such outdoor household article was treated by or under the direct supervision of the qualified certified applicator to destroy any life stage of gypsy moth, in accordance with the methods and procedures prescribed in the Department of Agriculture's Gypsy Moth and Browntail Moth Program Manual.

(7) Name, address, signature and company name, if applicable, of the certified applicator issuing the OHA document.

e. Employees who incur costs in acquiring a certified OHA inspection document may claim reimbursement under the FTR, Chapter 2, paragraph 2-3.1. However, costs incurred for treatment when gypsy moth life is found in or on outdoor household articles are not reimbursable under the FTR provisions.

29-8. Advance of Funds. An advance of funds is NOT ALLOWED in connection with allowances provided by this chapter.

Chapter 30

Reimbursement of Relocation Allowances

30-1. SF 1012 for Claiming Reimbursement. Standard Form 1012 shall be used for FEMA employees to claim reimbursement allowances.

30-2. Preparation of Voucher. The traveler shall prepare an original and one copy of SF 1012, and provide the following information.

a. When claiming relocation allowances, a traveler is required to state both the SSN and the assigned account number (if applicable), since relocation expenditures must be reported to the IRS. IRS regulations require the use of SSN's for employee identification per their authority in 26 USC, Section 6011(b). The SSN and the account number (if applicable) should be entered following the payee's name.

b. Show in the RESIDENCE block, the state to which the traveler will be liable for state withholding tax.

c. If family members are being moved, show the names and relationships of the members of the immediate family, the ages of the children, and sufficient information about them to confirm that they qualify within the definition of immediate family (see appendix B).

d. Include a reference to any previous vouchers pertaining to the relocation.

e. Include a statement that the net weight of household goods for which reimbursement is claimed does not include articles not allowable under the definition of household goods (see appendix B).

f. Reimbursement under the high rate geographical area concept does not apply to travel allowances connected with permanent change of station, including such allowances as those for travel to seek residence quarters, travel to a new permanent duty station, and subsistence while an employee occupies temporary quarters. These expenses are based on a prescribed per diem amount not to exceed the current maximum allowable per diem rate. See figure 2-5.

30-3. Supporting Documentation. The following forms and documents, as applicable, must be attached to the SF 1012 when submitting a voucher for payment of relocation allowances. (See chapter 23.)

a. FEMA Form 60-2, Official Travel Authorization;

b. FEMA Form 22-18, Supplement to Official Travel Authorization;

c. IRS Form 3903, Moving Expense Adjustment;

d. FEMA Form 22-17, Application for Reimbursement of Expenses Incurred Upon Sale or Purchase (or Both) of Residence;

e. Lease or occupancy agreement in connection with the settlement of an unexpired lease;

f. FEMA Form 22-15, Claim for Reimbursement of Subsistence Expenses While Occupying Temporary Quarters;

g. Evidence of common carrier fare;

h. Carrier's bill of lading, weight certificate, and invoice for storage charges when household effects are handled under the commuted rate system; and

i. Receipts to support other related cash expenditures.

30-4. Certification Which May Be Required of the Traveler. The following certification should be stated on the SF 1012, when applicable.

a. Certification that the claimed subsistence was incurred while the traveler occupied temporary quarters in connection with a permanent change of station, and that the time spent in such quarters was the minimum needed to obtain and occupy permanent quarters; and

b. Certification that shipped household goods conform to the definition of Household Goods.

30-5. Submission of SF 1012.

a. SF 1012's may be submitted as the different types of relocation expenses are incurred. For example, a voucher for expenses incurred for the sale of a residence may be submitted after completion of settlement rather than waiting for other relocation expenses to be incurred. The employee may submit all expenses on a SF 1012 within 60 days following the completion of the last transaction allowable for reimbursement within these regulations. In no instance should vouchers be submitted later than 24 months from the effective date of the transfer or appointment.

b. When the employee submits a relocation voucher, for a part of the move, the Accounting Division will submit to the employee a copy of FEMA Form 20-1, Change of Station Allowance, see figure 30-1. When the final voucher has been processed or at the end of a tax year, whichever comes first, the Accounting Division will give to the relocated employees a completed copy of IRS Form 4782, Employee Moving Expense Information, as required by the IRS. See figure 23-5.

30-6. Reporting of Relocation Allowances as Part of Gross Income. Any amount received by an employee, directly or indirectly (reimbursement may be made to a third party for the employee's benefit; e.g., payment of GTR's or SF 1103 as a reimbursement of payment for expenses of moving from one residence to another, will be included in the employee's gross income in the taxable year the reimbursement or payment is received. The employee will be notified of the amount that will be included in the gross income upon receipt of IRS Form 4782, Employee Moving Expense Information (figure 23-5), and FEMA Form 20-1, Change of Station Allowances (figure 30-1). This reporting requirement is exempt from internal reports control (see paragraph 1-14).

30-7. Allowances Subject to Withholding of Tax. The Department of Treasury's withholding regulations require that the amounts for moving expenses which were reimbursed or allowed an employee, and which were subject to withholding, be reported on SF W-2, Wage and Tax Statement. Such amounts shall include reimbursement of payment made to an employee, to a third party for the employee's benefit (e.g., GTR's or GBL's), or for the value of services provided inkind for moving expenses during the calendar year.

a. Moves Under 35 Miles. All reimbursements or allowances are subject to withholding of income taxes when:

(1) The employee's new duty station is less than 35 miles farther from the former residence than his/her former duty station was; or

(2) The employee had no former duty station, and the new duty station is less than 35 miles from the former residence.

b. Moves Over 35 Miles. If the move is 35 miles or farther, the only relocation allowances subject to withholding are the following:

(1) Miscellaneous expense allowances;

(2) Househunting trips and subsistence in temporary quarters in excess of $1,500 in total; and

(3) Residence transactions in excess of $3,000, reduced by the allowance for househunting trips and subsistence in temporary quarters, is not subject to withholding. For example: Total allowances for househunting trips and subsistence expenses are $1,700 ($1,500 not subject to withholding, $200 subject to withholding). Real estate and unexpired lease allowances in excess of $1,500 ($3,000 less $1,500) are subject to withholding.

30-8. Responsibility for Withholding Taxes. The Office of the Comptroller will be responsible for determining the amount of taxes to be withheld. FEMA Form 20-1 will be provided to each employee. This form shows the amount of taxable and nontaxable allowances, the amount of deductions made, and the net pay. Rates for withholding will be as follows:

a. Federal Income Tax. Federal income tax withholding will be computed at 20 percent of the taxable allowances claimed and approved.

b. State Taxes. For states which have executed an agreement with the Secretary of the Treasury (Appendix 2 of Part II, Treasury Fiscal Requirements Manual), income tax will be withheld in the amount computed at 10 percent of the Federal income tax withheld exclusive of the Federal Insurance Contribution Act (FICA), unless it is understood that relocation allowances are tax exempt.

30-9. Deduction for Moving Expenses. For income tax purposes, an employee may deduct moving expenses from his/her gross income. For detailed moving expense information, with respect to deductions, contact the IRS.

Figure 30-1
(Part 1 of 2)

FEMA Form 20-1, Change of Station Allowances

FEDERAL EMERGENCY MANAGEMENT AGENCY **CHANGE OF STATION ALLOWANCES**	DATE
TO:	TRAVEL IDENTIFICATION NUMBER

The travel voucher covering your recent change of station was processed for payment as follows:

Amount claimed		_____
Total allowances not subject to tax withholding *(*Reported as "Other Compensation Paid" on Form W-2)*		_____
Allowances subject to tax withholding:		
1. Househunting trips and subsistence in temporary quarters total in excess of $ 1,500	_____	
2. Real estate or unexpired lease expense total in excess of _____ *($3,000 reduced by allowances not subject to tax withholding in 1 of _____)*	_____	
3. Miscellaneous expenses	_____	
4. All allowances on moves under 50 miles	_____	
Total allowances subject to tax withholding *(*Reported as "Wages Paid Subject To Withholding" on Form W-2)*		_____
Total allowances		_____
Deductions:		
Tax Withholding on allowances:		
*Federal Income Tax	_____	
*State Income Tax *(State Code _____)*	_____	
*Federal Insurance Contribution Act Tax	_____	
Total Taxes withheld		_____
Amount applied to travel advance		_____
Suspended amount *(see attached difference statement)*		_____
Total deductions		_____
Net to traveler		_____

*Will be included in your Form W-2 for 19 _____

NOTE: All moving expense allowances will be included on your Form W-2 as income. Included as part of total allowances are $ _____ paid for Government Transportation Requests and $ _____ paid for shipment of household goods by Government Bills of Lading. In order to claim appropriate deductions for moving expenses on your income tax return, use IRS Form 3903.

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Instructions

1. Responsibility for Withholding Taxes. The Accounting Division will be responsible for determining the amount of taxes to be withheld. FEMA Form 20-1 will be provided to each employee. This form shows the amount of taxable and nontaxable allowances, the amount of deductions made, and the net pay. Rates for withholding will be as follows:

a. Federal Income Tax. Federal income tax withholding will be computed at 20 percent of the taxable allowances claimed and approved.

b. State Taxes. For states which have executed an agreement with the Secretary of the Treasury (Appendix 2 of Part III, Treasury Fiscal Requirements Manual), income tax will be withheld in the amount computed at 10 percent of the Federal income tax withheld exclusive of FICA, unless it is understood that relocation allowances are tax exempt.

2. Deduction for Moving Expenses. For income tax purposes, an employee may deduct moving expenses from his/her gross income. For detailed moving expense information, with respect to deductions, contact the IRS.

Chapter 31

General Information for Temporary Duty Travel and Change of Station to a Foreign Area

31-1. Authority for Travel.

a. The Director, Deputy Director, or Chief of Staff are the authorizing authority.

b. All requests for foreign travel must be prepared by the appropriate program office on FEMA Form 60-2, and forwarded to the Director, FEMA, through the External Affairs Directorate, Office of International Affairs. Requests will be forwarded as early as practicable, but a minimum of 10 working days is necessary prior to the commencement of the individual's travel in order to obtain requisite U.S. Government and foreign clearances. If it is necessary for the traveler to apply for a new official passport or renew an old one, such travel request should be received by the Director, FEMA, at least 30 days prior to the initiation of travel.

31-2. Passports.

a. Requirements. Employees authorized to travel outside the United States on official business must have official passports issued by the Passport Office, Department of State, prior to their departure.

b. Authorization. Upon the Director's approval of a FEMA Form 60-2, the External Affairs Directorate, Office of International Affairs, will initiate a request for official passport. This letter, on Agency letterhead, requesting the Passport Office to issue the traveler an official passport, will be provided to the traveler for use in obtaining the passport at no cost to the traveler. An official passport is valid for 5 years if the bearer maintains his/her official status.

c. Passport Application. The traveler is then responsible for executing Department of State Form DSP-11, Passport Application. (Copies available in External Affairs Directorate, Office of International Affairs.) This is done personally by the traveler before a passport agent, Department of State, or a clerk of a U.S. Court or U.S. Post Office authorized to accept passport applications. Proof of U.S. citizenship, positive identification, and two duplicate photographs (White background only) not less than 2 1/2 by 2 1/2 inches nor more than 3 by 3 inches in size taken within the last 2 years are required when making application. Reimbursement for the cost of the photographs is authorized and should be claimed on SF 1012, prepared at the conclusion of the travel. The State Form DSP-11 must be given to the official before the passport application is executed, for submission with Form DSP-11 to the Department of State, Passport Office, Washington, DC 20520. Questions on filling out Form DSP-11 should be directed to the Passport Office, at telephone (202) 783-8200. For headquarters personnel,

Official Passports are procured in the U.S. Passport Office, 1425 K Street, NW (Office hours: 8:00 a.m. to 4:00 p.m.). Normally, the issuance of an Official Passport requires 7-14 days. The traveler should call the Information Desk, Ground Floor Lobby, Passport Office (telephone (202) 523-4338) prior to pickup to ensure its availability. Passports are normally filed under Federal Emergency Management Agency at that desk.

d. Control.

(1) Department of State instructions require that all official passports be centrally held and safeguarded.

(2) Upon completion of each official mission, the passport for headquarters personnel must be returned immediately to the External Affairs Directorate, Office of International Affairs, for retention or returned to the Department of State for cancellation. Regional Directors are required to hold and safeguard official passports issued to regional personnel.

(3) It is extremely important that passports be safeguarded. In case of loss or destruction, new passports are issued only after exhaustive investigation by the Passport Office.

e. Dependents. When appropriate, dependents of these employees may be issued official passports; for example, dependents authorized to travel overseas on a change of official station or wives accompanying their husbands on official business trips abroad.

f. Nonofficial Travel. An official passport must not be used for personal business or pleasure travel; however, it may be used by the bearer for incidental personal travel while abroad, en route to, or returning from a foreign destination, provided the foreign government concerned does not object.

31-3. Visas.

a. Requirement. A visa is an endorsement made on a passport by proper authorities of the country to be visited. Not all countries require visas. Some countries have different regulations for Official and Regular (Tourist) Passports, and others require visas, but do not require passports. Prior to any foreign travel, specific requirements for each country should be verified. This should be done through the External Affairs Directorate, Office of International Affairs.

b. Authorization.

(1) Upon the Director's approval of a FEMA Form 60-2, the External Affairs Directorate, Office of International Affairs, will initiate a formal request letter to the Consular Office of the foreign government. This letter will be provided to the traveler for use in obtaining the visa.

(2) In most cases, the traveler (or their representative) will take the passport and the request to the appropriate Consular Office. The process can take from a few minutes to several days depending upon the nation.

(3) In the case of Mexico, the process requires an additional step. A special document, containing information on the traveler's name, place of birth (city and state), date of birth, marital status, and passport number with dates of issue and expiration, must be processed through the Office of Diplomatic Travel, Room 358, U.S. Passport Office, 1425 K Street, NW, prior to visa processing at the Mexican Consulate, Suite 1020, 1019 19th Street, NW, Washington, DC (hours: 9:00 a.m. to 2:00 p.m.).

31-4. Immunizations. For reasons of health and to avoid possible difficulties under the quarantine regulations of foreign countries, passport applicants before departure should contact the nearest representative of the U.S. Public Health Service concerning immunization requirements of the countries to be visited.

31-5. Notifications. There are a series of requirements for notifications to U.S. Government Officials and foreign posts which must be accomplished in cases of foreign travel. The External Affairs Directorate, Office of International Affairs, will be responsible for these actions.

a. Within the U.S. Government, notification include:

(1) Foreign travel of all Administrators, Associate Directors and above must be cleared with the Department of State in accordance with the procedures established by the President on December 27, 1977.

(2) Foreign travel to posts having an extensive workload must be cleared with the concerned regional bureau in the State Department. These include Brussels, London, Mexico City, Ottawa and Paris among numerous other capitals.

b. Travel to sensitive areas must be cleared through the Executive Secretariat of the State Department.

c. U.S. Embassies or Consulates should be informed of the presence of all official U.S. Government travelers in their areas. This notification will provide the foreign post with FEMA's areas of interest and background which will allow them to follow on FEMA initiatives and provide us with additional information as it becomes available. In addition, such notification will establish the FEMA traveler's credentials and assist the individual in utilizing available Embassy or Consulate services.

d. In order to make these notifications, the traveler should provide the External Affairs Directorate, Office of International Affairs, with the following at least 10 working days in advance of the commencement of travel:

(1) Name, title, grade and passport number;

(2) Date(s) of travel;

(3) Cities/Countries to be visited;

(4) Purpose;

(5) Anticipated contacts with U.S. and foreign officials; and

(6) State Department post services requested.

31-6. Reporting Requirements. Upon the completion of all foreign TDY travel, a brief trip report should be forwarded to the Director, FEMA, with a copy to the External Affairs Directorate, Office of International Affairs. The report should include as a minimum, the individual's (U.S. and foreign) contacted; substance of the discussions; and follow-on actions and activities. This reporting requirement is exempt from internal reports control (see paragraph 1-14).

Chapter 32

Airplane Travel to a Foreign Area

32-1. Selection of American Carrier. Employees shall use U.S. flag air carriers when travel is performed by air between the United States and a foreign country or between foreign countries when service is available. A U.S. flag air carrier is defined as a class of air carriers holding a CERTIFICATE of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.

a. Guidelines for Determining Available Service. A U.S. flag air carrier is considered available for passenger service (or flight service, when necessary) even though the following situations may exist:

(1) Comparable or a different kind of service by a foreign flag carrier costs less;

(2) Service by a foreign flag air carrier can be paid for in excess foreign currency; or

(3) Service by a foreign flag air carrier is more convenient and is preferred by the office or traveler needing air transportation.

b. Guidelines for Determining Unavailable Service. Passenger service by a U.S. flag air carrier is considered unavailable in any of the following situations:

(1) The traveler, while en route, has to wait 6 hours or more to transfer to a U.S. flag air carrier in order to proceed to the intended destination;

(2) Any flight by a U.S. flag air carrier is interrupted by a stop anticipated to be 6 hours or longer for refueling, reloading, repairs, etc., and no other flight by a U.S. flag carrier is available during the 6 hour period;

(3) Service by a U.S. flag air carrier (by itself or in combination with other U.S. flag or foreign flag air carriers, if other U.S. air carriers are unavailable) would take 12 or more hours longer from the original airport to the destination airport than would service by a foreign flag air carrier(s);

(4) When elapsed time on a scheduled flight from the origin airport to the destination airport by foreign flag air carrier(s) is 3 hours or less, and travel by U.S. flag air carriers would involve twice that schedule time; or

(5) U.S. flag air carriers render themselves unavailable by declining to accept payment in foreign currencies for transportation services required by certain programs or activities of the Government which, under legislative authority, are financed solely with excess foreign currencies which may not be converted to U.S. dollars. In these instances, the provisions of subparagraph 32-1a(2) notwithstanding, foreign flag air carriers that will accept the foreign currency may be utilized to accomplish the mission. The statement of justification required under subparagraph 32-1d below must show that necessary transportation service can be paid for only in excess foreign currencies, and that otherwise available U.S. flag air carriers refused to accept payment in foreign currencies.

c. Allowable Use. Foreign air carriers may be authorized or approved only when U.S. flag air carrier service is unavailable as determined under subparagraph 32-1b. When direct service by U.S. flag air carrier is not available between the origin and destination, a foreign flag air carrier may be used to the nearest practicable interchange point to connect with available U.S. flag air carrier service, provided the change point is consistent with scheduled connections and authorized stopovers, and the additional travel thereto will not unduly interfere with the conduct of official business. A statement justifying the use of a foreign flag air carrier for any part of foreign travel must be entered on or attached to the following documents: (1) FEMA Form 60-2; (2) SF 1012; (3) GTR; and (4) any other payment documents.

d. Justification Statement. A justification must accompany each request for a change in route or schedule which involves the use of a foreign flag air carrier. Expenditures for transportation on a foreign flag air carrier will be disallowed in the absence of a justifying statement. The statement shall read: "I certify that it (is) (was) necessary to use the following foreign flag air carrier(s) _____, flight numbers _____, between _____ and _____ on the dates of travel for the following reasons: _____."

_____	_____
Date	Signature of Traveler (Voucher) or Authorizing Official (Order)
_____	_____
Organization	Title

32-2. Class of Accommodations Allowed. It is the policy of the Government that less-than-first-class accommodations shall be used for transportation on commercial air carriers. Common carrier accommodations shall apply to both domestic and international travel of civilian employees while on official business for the Government.

Chapter 33

Temporary Duty Travel to a Foreign Area

33-1. Subsistence Rates. All temporary travel outside of CONUS, whether it originated within or outside of CONUS, is performed under GSA's regulations and DOD or Department of State's per diem rates. See paragraphs 34-2 and 34-3.

33-2. Reporting Requirements. Upon completion of travel outside of the 50 states, or the territories and possessions of the U.S., a brief trip report should be routed to the attention of the Director, FEMA, via the External Affairs Directorate, Office of International Affairs. The report should include as a minimum, the individuals (U.S. and foreign) contacted; substance of the discussions; and follow-on actions and activities. The requirement will not be necessary for DAP employees who are on a disaster assignment in foreign areas. This reporting requirement is exempt from control in accordance with the provisions of FEMA Instruction 5300.1, Reports Management Program, paragraph 4b(1)(b).

Chapter 34

Per Diem Allowances Outside the Conterminous United States

34-1. Authorized Rate. The per diem rate authorized for official travel outside the conterminous United States shall be the maximum rate established by DOD or the Department of State for the locality to be visited. Such maximum rates shall be reduced, as provided in paragraph 34-4, when circumstances make the maximum rate more than adequate to meet necessary subsistence expense.

34-2. Nonforeign Areas Outside CONUS. Maximum per diem rates for official travel in the States of Alaska and Hawaii, the Commonwealth of Puerto Rico, and possessions of the United States are established by the Secretary of Defense and listed in Civilian Personnel Per Diem Bulletins published periodically in the Federal Register.

34-3. Foreign Areas. Maximum per diem rates for official travel at localities in foreign areas (including the Trust Territory of the Pacific Islands) are prescribed by the Secretary of State. These rates are published in the Per Diem Supplement to the Standardized Regulations (Government Civilians, Foreign Areas).

34-4. Periods of Actual Travel. For travel from or to CONUS or between different localities outside CONUS, including stopover of less than 6 hours, the per diem rates prescribed in subparagraphs 34-4a through 1, shall be applicable for the periods of travel indicated. However, no per diem will be allowed when the travel period is 10 hours or less during the same calendar day, except when the travel period is 6 hours or more and begins before 6 a.m. or terminates after 8 p.m. The 10-hour restriction does not apply to permanent change of station outside CONUS.

a. Round-trip Travel of Less Than 24 Hours. For round-trip travel by any mode completed in less than 24 hours from the time of departure to time of return to the permanent duty station, and lodging is not required during the travel, the applicable maximum per diem rate shall be reduced by 50 percent.

b. Travel of Less Than 6 Hours. When the period of travel by airplane, train or boat is less than 6 hours, the per diem rate (when allowable) shall be the rate applicable to the destination point.

c. Aboard Airplane or Train. For travel of 6 hours or more aboard an airplane or a train, the per diem rate applicable (when allowable) shall be $6.

d. Aboard Ship. For travel of 6 hours or more aboard a ship, a per diem rate of $6 shall apply for the first 9 calendar days and fractional days of embarkation and debarkation, and, for trips of more than 9 calendar days, a per diem rate of $2 shall apply for each calendar day in excess of 9 days and the fractional day of debarkation. The rate for travel by the Alaska Ferry system shall not exceed the standard M&IE rate for CONUS.

e. Travel Beginning or Ending in CONUS. When travel begins or ends at a place in CONUS, the maximum per diem rate allowable for the portion of travel between such a place and the place of entry or exit in CONUS will be the maximum per diem rate applicable within the United States.

f. Increased Per Diem Rates. When per diem rates prescribed in subparagraphs 34-2c and d, are inadequate to meet necessary subsistence expenses, a higher rate may be authorized not in excess of the maximum rate applicable to the destination duty point or, when travel is by ship, (except when traveling on the Alaska Ferry System) not in excess of $9. A statement of the circumstances justifying the increase shall be included on FEMA Form 60-2.

g. Lodging Away From Temporary Duty Station. When suitable lodging is not available in the locality of a temporary duty station outside the conterminous United States and a traveler is required to obtain lodging in a different locality, the applicable per diem rate shall be that of the locality in which lodging is obtained.

h. Meals and Lodging at No Cost. When meals and/or lodging are furnished without charge to the traveler because of an official travel assignment, or by relatives or friends, the per diem rate shall be reduced by 15 percent for each meal furnished without charge (not to exceed 45 percent per day) and by 50 percent for each night's lodging provided without charge. Deductions shall not be made for meals furnished by a commercial carrier on a courtesy basis or as incident to passage.

i. Meals and Lodging at Nominal Cost. When meals and/or lodgings are furnished to the traveler at nominal cost ($15 per day or less for either meals or lodging) because of an official travel assignment, the per diem rate shall be reduced as follows:

(1) By 15 percent for each meal so furnished, not to exceed 45 percent. The actual cost of the meals shall be added to the reduced per diem to arrive at the actual per diem; and

(2) By 50 percent for each night's lodging so furnished. The actual cost of the lodging shall be added to the reduced per diem to arrive at the actual per diem.

Chapter 35

Allowance of Actual Subsistence Expenses Outside the Conterminous United States

35-1. Authorized Rate. Travel to locations outside CONUS may be authorized on an actual expense basis if unusual circumstances of the travel assignment exist in accordance with paragraphs 35-2 and 3. The statutory maximum is $33 per day plus the per diem rate allowance officially established for the overseas locality in which the travel is performed.

35-2. Unusual Circumstances of the Travel Assignment. Actual subsistence reimbursement may be authorized for a specific travel assignment when it is determined that the maximum per diem allowance would be inadequate due to the unusual circumstances of the travel assignment. Travel on an actual expense basis may only be authorized by those officials delegated the authority in chapter 2. Travel which involves unusual circumstances may include the following situations:

a. Lodging costs incurred because of prearranged accommodations for a meeting, conference, or training session, absorb all or practically all the maximum per diem allowance;

b. The traveler, by reason of the assignment, incurs unusually high expenses because of the necessity for superior or extraordinary accommodations including a suite or other quarters of above average cost;

c. The traveler necessarily incurs unusually high expenses incident to his/her assignment to accompany another traveler in a situation described in subparagraph 35-2b;

d. The actual and necessary subsistence expenses exceed the maximum per diem allowance by 10 percent or more; or

e. The traveler has no alternative but to incur hotel costs which absorb all or nearly all of the maximum per diem allowance.

35-3. Limitations on Approval of Actual Subsistence Expenses. Actual subsistence expense reimbursement shall not be authorized or approved solely on the basis of inflated lodging and meal costs; some unusual circumstances of the travel assignment must be involved to cause the lodging and/or meal costs to be higher than those which normally would be incurred at a particular location. Actual expense should not be authorized when the actual and necessary subsistence expenses exceed the maximum per diem rate by a small amount.

35-4. Retroactive Approval of Actual Expense Method of Reimbursement. If travel is performed on a per diem basis and otherwise conforms to the provisions of paragraph 35-2, the actual and necessary subsistence expenses incurred may be approved within the authorized maximum rates retroactively. If approval is deemed advisable, the SF 1012 shall include a statement that actual subsistence expenses are approved and the dates of travel for which approval is granted shall be shown. The statement shall be signed by the official delegated authority to authorize actual subsistence expense for unusual circumstances.

Chapter 36

Reimbursement of Subsistence Expenses Outside the Conterminous United States

36-1. Methods of Reimbursement. Reimbursement for official business travel shall be made on a per diem basis or on an actual subsistence basis. The per diem basis reimburses expenses on a quarter of a day basis not to exceed the legal limit set by the DOD or the Department of State. The actual subsistence basis reimburses actual lodging and subsistence costs not to exceed a statutory and/or administratively determined maximum amount. These subsistence allowances (per diem or actual expense method) are intended to reimburse a traveler for having to eat in hotels or restaurants, and for having to rent a room while still maintaining his or her own permanent place of abode. It is supposed to cover EXTRA expenses incident to traveling which have actually been incurred by the traveler.

36-2. Per Diem Computation Rules for Travel To, From, Between, or Within Locations Outside CONUS. Except as otherwise provided in chapter 35, per diem allowances authorized or approved for official travel to, from, between, or within locations outside CONUS (including travel incident to a change of official station) shall be computed under the quarter day system as provided in subparagraphs 36-2a through f.

a. Maximum Per Diem Allowable. Per diem allowances for official travel within localities outside CONUS will be at rates not to exceed the maximum per diem rate established for the locality in which the travel is performed. Per diem allowances for en route travel to, from, or between localities outside CONUS will be determined as provided in subparagraph 36-2c. Whenever lodging is not required during a calendar day of official travel, the applicable maximum rate shall be reduced to reflect such fact.

b. Computation of Basic Per Diem Entitlements.

(1) Travel of 10 Hours or Less. Per diem shall not be allowed when the travel period is 10 hours or less during the same calendar day, (or employee's workday hours plus two hours for employees who would otherwise qualify for per diem solely on the basis of working a nonstandard workday, e.g., four 10-hour days or other compressed or flexible schedule), except when the travel period is 6 hours or more and either begins before 6 a.m. or ends after 8 p.m. (This rule does not apply for en route travel incident to a change of official station.)

(2) Methods of Prorating Travel Days. Basic per diem entitlement will be calculated on a calendar day basis. When a change in travel status requires a change in the applicable rate during a calendar day or a per diem allowance must be calculated for partial days of travel, the travel day will be prorated as follows:

(a) Travel of 24 Hours or Less. For continuous travel of 24 hours or less, the travel period will be divided into 6-hour periods starting from the actual time travel begins and ending with its completion at home, office, or other authorized point. For each 6-hour period or fraction thereof, one-fourth of the applicable per diem rate for a calendar day will be allowed.

(b) Travel of More Than 24 Hours. In computing per diem allowances for travel periods covering more than 24 hours, the calendar day (midnight to midnight) shall be the unit. The calendar day shall be divided into four 6-hour periods (quarter days) and one-fourth of the applicable per diem rate shall be allowed for each quarter day. The per diem rate in effect at the beginning of a quarter day shall continue to the end of that quarter. When the per diem rate is changed during a calendar day, such rate will take effect at the beginning of the next quarter day immediately following the quarter day in which the rate change occurred. For a partial day at the beginning or ending of a travel period, one-fourth of the applicable per diem rate for the calendar day shall be allowed for each quarter day, or fraction thereof, that the employee is in a travel status during the partial day.

(c) 30-Minute Rule. When the time of departure from home, office, or other authorized point at the beginning of the trip or the time of return thereto at the end of the trip involves only a 30-minute fraction of a quarter day, per diem shall not be allowed for either such quarter day unless the traveler provides a statement with the travel voucher explaining the necessity for the specific time of departure or return that is acceptable to the Agency. The 30-minute rule applicable to the payment of per diem as provided herein does not apply to the beginning of continuous travel of 24 hours or less as provided in subparagraph 36-2b(2)(a); however, it is applicable to the end of such travel.

(3) International Dateline. In computing per diem in cases where the traveler crosses the international dateline (180th meridian), the actual elapsed time shall be used to compute per diem rather than calendar days.

c. Computation of Per Diem Rates for En Route Travel To, From, or Between Locations Outside CONUS. The maximum per diem rate for en route travel to, from, or between locations outside CONUS is based on the traveler's travel time (including time spent at rest stop locations or stopovers at intermediate points) as prescribed below.

(1) Duty Point. As used herein, the term "duty point" means the official station outside CONUS, any other place outside CONUS at which official travel begins or ends, or the point of exit or entry within CONUS.

(2) Rates and Conditions. For en route travel beyond the limits of CONUS by airplane, train, or boat (regardless of whether commercially or Government-owned), whether en route between a duty point within CONUS and locality beyond or between localities outside CONUS, including stopovers of less than 6 hours, the maximum per diem that may be authorized or approved except for the provisions of subparagraph 36-2b(2)(a), is as follows:

(a) Same Day Return. When the traveler departs from a duty point within CONUS or a locality outside CONUS and returns during the same calendar day to a duty point within CONUS or the locality outside CONUS, respectively, the maximum per diem rate allowable for the trip shall be that of the duty point at which the trip began. Since lodging is not required in this instance, the per diem rate applicable to any duty point within CONUS shall be the standard CONUS M&IE rate prescribed in appendix C. For the same reason, the maximum per diem rate for the origin locality outside CONUS shall be reduced to an appropriate amount to reflect no lodging costs.

(b) En Route Less Than 6 Hours. For travel other than that described in subparagraph 36-2c(2)(a), when the en route travel time is less than 6 hours between a duty point within CONUS and a duty point in a locality outside CONUS or between two duty points outside CONUS, the maximum per diem rate allowable between duty points shall be that of the destination duty point. When the destination duty point is within CONUS, the maximum per diem rate shall be the standard CONUS rate prescribed in appendix C, except when a higher rate for travel time at the duty point is authorized or approved under subparagraph 36-2c(4)(b).

(c) En Route 6 Hours or More. When the en route travel time is 6 hours or more between the duty points described in (b), above, the per diem rate applicable for travel between the duty points is $6, except:

(i) For vessel travel of more than 9 successive calendar days, in addition to the fractional days of embarkation and debarkation, the per diem rate for the succeeding calendar days and for the fractional day of debarkation is $2; and

(ii) When either the $6 or $2 rate prescribed herein is not commensurate with a traveler's subsistence expenses, a different per diem rate may be authorized or approved not in excess of the maximum per diem rate applicable to the destination duty point, or with respect to vessel travel, not in excess of $9, except that the rate for travel by the Alaska Ferry System shall not exceed the standard M&IE rate for CONUS.

(3) Stopovers of 6 Hours or More. When the en route travel period between origin and destination duty points involves a stopover at an intermediate point and the time spent at the stopover point is 6 hours or more, the per diem rate for the travel period at the stopover point shall be the rate applicable to the locality in which the stopover takes place.

The applicable per diem rate shall take effect at the beginning of the quarter day following the actual time of arrival at the intermediate stopover point. For purposes of determining per diem rates for en route travel, the length of time at an intermediate stopover point is controlling regardless of whether the stopover is necessary because of official duty, common carrier scheduling, or an authorized rest stop (see subparagraph 36-2c(6)). Stopovers of less than 6 hours are considered part of the en route travel as provided in subparagraph 36-2c(2).

(4) Travel Beginning or Ending Within CONUS. When the travel covered by this paragraph c, begins or ends at a place within CONUS, other than a duty point, the maximum per diem applicable to the travel between such place and the duty point (place of entry or exit) within CONUS including time in a travel status at the duty point or an intermediate location, shall be determined as provided in subparagraphs 36-2c(4)(a) through (c).

(a) Generally, the applicable maximum per diem rate shall be the standard CONUS maximum per diem rate prescribed in appendix C, except that such maximum rate shall be limited to the M&IE portion of the standard CONUS rate in the following travel circumstances:

(i) For the day travel begins when the traveler is in an en route travel status at 12:00 midnight and no lodging is required that day because of the en route travel status; or

(ii) For the day(s) of return (or day travel ends) when lodging is not required because of en route status at 12:00 midnight or arrival at home or official station.

(b) When either the standard CONUS maximum per diem rate, or the M&IE portion thereof, is not commensurate with a traveler's subsistence expenses (such as when lodging is required at the duty point or an intermediate location), a different rate may be authorized or approved not in excess of the maximum per diem rate applicable for the locality involved; or

(c) When the travel described above involves temporary duty within CONUS and lodging is required within CONUS, per diem shall be computed under the lodgings-plus per diem system. In such instances, the provisions of subparagraph 36-2c(4) apply only to travel days prior to or immediately following the travel days for which the lodgings-plus per diem system is applicable.

(5) Travel Beginning or Ending Outside CONUS. When en route travel outside CONUS is required between a home, official station or some other location and the common carrier or other terminal or between localities outside CONUS, and such travel is by a mode of transportation other than

airplane, train, or boat, per diem for the quarter days involved will be based on the locality rate where the traveler is located at the beginning of each quarter. Per diem for the first quarter day of the travel will be at the origin rate.

(6) Rest Stops.

(a) When travel is direct between duty points which are separated by several time zones and at least one duty point is outside CONUS, a rest period not in excess of 24 hours may be authorized or approved when air travel between the duty points is by less-than-first-class accommodations and the scheduled flight time (including stopovers of less than 8 hours) exceeds 14 hours by a direct or usually traveled route.

(b) The rest stop may be authorized at any intermediate point, including points within CONUS, provided the point is midway in the journey or as near to midway as requirements for use of U.S. flag air carriers and carrier scheduling permit.

(c) A rest stop shall not be authorized when an employee, for personal convenience, elects to travel by an indirect route resulting in excess travel time.

(d) The per diem rate for the rest stop shall be the rate applicable for the rest stop location (see subparagraph 36-2c(3)).

(e) When carrier schedules or the requirements for use of U.S. flag air carriers preclude an intermediate rest stop, or a rest stop is not authorized, it is recommended that the employee be scheduled to arrive at the temporary duty point with sufficient time to allow a reasonable rest period before reporting for duty.

d. When Lodging is Not Located at Duty Point Outside CONUS. When suitable lodging is not available at place of temporary duty in a locality outside CONUS and the employee is required to obtain lodging in a different locality, the maximum applicable per diem rate shall be that of the locality in which the lodging is obtained.

e. Deductions for Meals and/or Lodgings Furnished. Where meals and/or lodging are furnished without charge or at a nominal cost by a Federal Government agency at a temporary duty station, an appropriate deduction shall be made from the authorized per diem rate.

f. Travel Involving Temporary Duty Within CONUS. As a general rule, when travel involves temporary duty within CONUS and lodging is required within CONUS incident to such temporary duty either at the temporary duty location, the entry or exit point within CONUS, or an intermediate stopover point within CONUS, the lodgings-plus per diem system prescribed is applicable to the travel time within CONUS. For the remainder of the trip,

or when temporary duty is of such short duration that lodging is not required, per diem will be computed under the quarter-day system. The specific rules provided in subparagraphs 36-2f(1) through (3), will be applied to determine specific time periods for application of the lodgings-plus system.

(1) Round-trip Travel Beginning Outside CONUS. When round-trip travel is from a duty point outside CONUS for temporary duty within CONUS, the lodgings-plus per diem system takes effect at 12:01 a.m. on the first day lodging is required within CONUS and extends through 12:00 midnight of the last calendar day that lodging is required within CONUS.

(2) Travel Beginning Within CONUS. When travel begins within CONUS and temporary duty is performed within CONUS prior to departure from the CONUS exit duty point, the lodgings-plus per diem system will be in effect beginning on the day of departure from home, office, or other authorized point within CONUS through 12:00 midnight of the last calendar day that lodging is required within CONUS.

(3) Travel Ending Within CONUS. When travel ends within CONUS and temporary duty is performed within CONUS prior to conclusion of the travel, the lodgings-plus per diem system will be in effect beginning at 12:01 a.m. on the first day lodging is required within CONUS through the time of arrival at home, office, or other authorized point within CONUS upon completion of the travel.

36-3. Reductions in Maximum Per Diem Rates When Appropriate (Worldwide). FEMA may, in individual cases or situations, authorize a reduced per diem rate under certain circumstances, such as when lodgings and/or meals are obtained by the employee at a reduced cost or furnished to the employee at no cost or a nominal cost by the Government; or when for some other reason the subsistence costs to be incurred by the employee can be determined in advance. In exercising its responsibilities, the agency should consider any known factors that will cause the traveler's subsistence expenses in a specific situation to be less than the applicable maximum rates. If it can be determined in advance of the travel that such factors are present, the agency should authorize a reduced rate that is commensurate with the known expense levels. Such reduced rate authorized on FEMA Form 60-2 shall be the per diem rate payable on the SF 1012 without receipts and/or itemization by the employee. When reduced rate situations involve partial days, agencies may either prorate the rate by quarters or prescribe a special reduced rate for the partial travel days. Specific guidelines for reducing rates and situations where reduced rates may be appropriate are provided below.

a. When No Lodging Expenses Are Incurred. For travel within or outside CONUS which is less than 24 hours or in any other travel situation where lodging expenses will not be incurred, including instances where lodging is furnished by the Government without charge, the maximum per diem rate shall be reduced accordingly. For CONUS travel, the lodgings-plus

per diem system automatically reduces the maximum per diem rate to the M&IE rate (or fraction thereof). When lodging is furnished at no cost to the employee through use of an Agency purchase order, the Agency shall not authorize or approve a per diem allowance for other subsistence expenses that will, when combined with the cost of lodging furnished, exceed the applicable maximum per diem rate.

b. When Meals/Lodgings are Furnished by the Government. When all or part of the meals and/or lodging are furnished at no cost or at a nominal cost to the employee by the Federal Government, the applicable maximum per diem rate or the M&IE rate, as appropriate, shall be reduced to a daily amount commensurate with the remaining expenses expected to be incurred by the employee. If a reduced per diem rate was not authorized in advance of the travel, an appropriate deduction shall be made from the total per diem payable on the SF 1012.

c. Extended Stays. When travel assignments involve extended periods of more than 30 days at temporary duty locations and travelers are able to secure lodging and/or meals at lower costs, the per diem rate should be reduced accordingly.

d. Transition Between Reimbursement Methods.

(1) Travel To, From, Between, or While at Locations Outside CONUS.

(a) All travel to, from, between, and while at locations outside CONUS will be reimbursed under the quarter-day system including travel time within CONUS incident to such travel except as provided in subparagraph 36-3d(1)(b).

(b) When travel is from outside CONUS for temporary duty within CONUS, the transition from the quarter-day system to the CONUS lodgings-plus per diem system or actual expenses method is governed by the rules in subparagraph 36-2f.

36-4. Per Diem Allowance Computations for Special Situations (Worldwide).

a. Per Diem for Weekly or Monthly Rentals.

(1) Types of Expenses Included in Lodging Costs. When an employee rents a room, apartment, house, or other lodging incident to a temporary duty assignment, the following expenses may be considered part of the lodging cost: the rental cost; if unfurnished, the rental cost of appropriate and necessary furniture and appliances, such as a stove, refrigerator, chairs, tables, bed, sofa, television, and vacuum cleaner; cost of connection, use, and disconnection of utilities; cost of reasonable maid fee and cleaning charges; monthly telephone use fee (does not include installation and long-distance calls); and, if ordinarily included in the price of a hotel or motel room in the area concerned, the cost of special user fees, such as cable TV charges and plug-in charges for automobile head bolt heaters.

(2) Computation of Daily Lodging Costs. When the employee obtains lodging on a weekly or monthly rental basis, the daily lodging cost shall be computed by dividing the total lodging cost for the expenses listed in subparagraph 36-4a(1), by the number of days the accommodations are actually occupied, provided that the employee acts prudently in renting by the week or month, and that the cost to the Government does not exceed the cost of renting conventional lodging at a daily rate. Otherwise, the daily lodging cost shall be computed by dividing by the number of days in the rental period (e.g., 7 or 30 days, as appropriate).

Chapter 37

Miscellaneous Expenses Outside the Conterminous United States

37-1. Definitions. Miscellaneous expenses are allowable travel expenses which cannot be classified as either subsistence or transportation.

37-2. Allowable Expenses Relating to Travel Outside the Conterminous United States. The following items of expense may be authorized or approved:

a. Conversion of Currency. Commissions for conversion of currency in foreign countries.

b. Check Cashing Costs. Charges covering exchange fees for cashing United States Government checks or drafts issued for the reimbursement of expenses incurred for travel in foreign countries. Exchange fees incurred in cashing checks or drafts issued in payment of salary shall not be allowed in travel expense accounts.

c. Trip Insurance. Cost of trip insurance is allowed when purchased by an employee for use of a Government-furnished or privately-owned vehicle during official business for specific or individual trips into a foreign country. Trip insurance covers potential liability for property damages or personal injury or death to third parties. Reimbursement is limited to instances in which the purchase of such insurance: (1) is required by foreign statute; or (2) is a practical necessity due to a foreign country's legal procedures which, in the event of an accident, could result in detainment of the driver and impoundment of the vehicle; and (3) the amount of reimbursement is limited to the cost of minimum amount of insurance required to be purchased by industrial custom.

d. Travel Document Costs. Fees in connection with the issuance of passports and visas, costs of certificates of birth, health, and identity, and of affidavits and charges for innoculation which cannot be obtained through a Federal dispensary.

37-3. Payment to Government Employees. Neither payment nor reimbursement shall be allowed under any agreement made by the traveler with an employee of the Government for personal services.

37-4. Method of Payment and Receipt Requirements.

a. When cash payment is made for a miscellaneous expense of less than $25, reimbursement for the charges actually incurred may be allowed provided the charge is itemized on the vendor's voucher showing the quantity, unit, unit price, and total price. Receipts need not be submitted for such expenses. However, a receipt showing the detail may be submitted in lieu of showing the detail on the voucher.

b. Receipts shall be required for any claim for a miscellaneous expense in excess of $25. If it is not possible to obtain a receipt, the voucher must include a statement of the reason(s) therefore.

c. Whenever possible, travelers should make payment in cash for miscellaneous expenses. In UNUSUAL SITUATIONS, it may be necessary to have the vendor bill the Agency directly. In these cases, the traveler should instruct the vendor to submit the bill on an SF 1034 or on the vendor's billing form to the Office of the Comptroller. The billing must show the dates of service, quantity, unit, unit price, total billing, and such other particulars as may be needed for a clear understanding of the charge. The employee will be responsible for obtaining any approvals which may be required from other offices in the Agency.

Chapter 38

Permanent Change of Station to a Foreign Area

38-1. Controlling Regulations. All permanent change of duty station trips whether going to or returning from a foreign country are controlled by two separate sets of regulations.

a. General Services Administration. All actual travel or transportation of household expenses to or from a duty station outside of the conterminous United States is controlled by the FTR, 41 CFR 101-7.

b. Department of State. All subsistence expenses relating to the actual move will be directed by the Standardized Travel Regulations. This includes temporary quarters prior to departure and upon return.

c. Other regulations found in chapters 22, 25, 26, 27, 28 and 29 of this manual apply.

Chapter 39

Use of Relocation Service Companies

39-1. Authority. The law (5 USC 5724c) specifically provides each agency (as defined in 5 USC 5721 and FTR 2-1.4c) with the discretionary authority to enter into contracts with private firms to provide relocation services to agencies and employees. Such services include, but need not be limited to, arranging for the purchase of a transferred employee's residence. Agencies exercising this discretionary authority shall carry out their responsibilities under 5 USC 5724c within the guidelines of this chapter. These guidelines are issued under the authority delegated to the Administrator, GSA, by Executive Order 12455, dated February 27, 1984.

39-2. Policy. FEMA recognizes every dollar spent on the relocation of civilian employees as a cost of doing business that should specifically be directed towards meeting the highest priority needs of FEMA's mission and its programs. Use of the newly authorized relocation services will provide FEMA with a vehicle to improve the treatment of well-qualified employees. To the extent that these new services and the increased relocation entitlements and allowance maximums increase the overall cost of relocations, FEMA may find it necessary to reassess relocation policies and practices because increased costs may further limit the number of employees that can be relocated.

39-3. Agency Responsibilities. It is the responsibility of the Director, FEMA, or official designee, to determine whether, to what extent, and under what conditions relocation services will be made available to employees transferring within the agency and those transferred between agencies. This determination will be made based on an analysis of FEMA's relocation needs, availability of funds, and in accordance with this chapter.

39-4. General Conditions and Limitations for Eligibility.

a. Employees Covered. Relocation services may be made available to employees only when both of the following conditions are met:

(1) The employee's transfer from one official station to another is determined to be in the interest of the Government and is not primarily for the convenience or benefit of the employee or at his/her request; and

(2) The effective date of the employee's transfer is on or after November 14, 1983 (the effective date of transfer is the date the employee reports for duty at the new official station).

b. Persons Excluded from Coverage. The provisions of this chapter are not applicable to the following individuals/employees:

(1) New appointees, including those covered under subparagraph 22-17 (i.e., new appointees to shortage category and Senior Executive Service positions and Presidential appointees);

(2) Employees assigned under the Government Employees Training Act (5 USC 4109); or

(3) Employees assigned or transferred to or from a post of duty in a foreign area.

39-5. Procedural Requirements and Controls.

a. Employee Option. Employees offered use of relocation services by FEMA will be given the option to accept or reject the offer.

b. Dual Benefit Prohibited. Once an employee is offered, and decides to use, the services of a relocation company, reimbursement to the employee shall not be allowed for expenses authorized under chapters 22 and 24 through 29, that are analogous or similar to expenses or the cost for services that the agency will pay for under the relocation service contract.

c. Service Agreements. The employee must have signed a service agreement as required in paragraph 22-10. In the event the employee violates the terms of the agreement, the Government reserves the right to recover from the employee any and all payments made to the relocation company on the employee's behalf.

d. Ineligible Individuals. FEMA will not make payments to relocation companies that will benefit ineligible individuals. For example, where joint ownership of a residence exists between an eligible transferring employee and a non-Government employee, the benefits derived from relocation services could accrue equally to the ineligible party. This type of situation is addressed for direct reimbursements of real estate expenses under subparagraph 26-3f; similar provisions should be made for relocation service contracts.

39-6. Form and Scope of Relocation Service Contracts. Once a decision has been made by FEMA to enter into contracts to provide relocation services to its employees (see subparagraphs 39-3 and 39-4), FEMA will recognize the following:

a. General Considerations.

(1) Contracts for relocation services shall be awarded through a competitive process to ensure compliance with procurement law and attain the best possible service to meet FEMA's relocation needs at the least cost to the agency. FEMA will attempt to assure that adequate geographic coverage exists.

(2) Relocation companies offer a wide variety of services to assist the relocating employee. Subject to these regulatory guidelines, FEMA will determine through its contracts with the relocation companies the exact nature of the services to be offered its employees. Since the use of relocation companies could entail costs substantially in excess of those authorized in chapters 22 and 24 through 29 of this regulation, FEMA will exercise prudent management discretion when deciding which relocation services should be included in the contracts.

b. Requirement that Contracts not Violate Other Regulatory or Statutory Provisions.

(1) GSA has established certain travel and transportation programs that agencies are required to use. Examples are the centralized household goods traffic management program, the airline services contracts, and travel management center contracts. While similar services may be offered by relocation companies, agencies cannot use them. However, this restriction does not prohibit agencies from incorporating the GSA centralized household goods traffic management program, as a mandatory services source, into contracts with relocation service companies. Thus, relocation companies may act as third-party service firms to administer GSA's centralized household goods traffic management program on behalf of the contracting agency.

(2) FEMA will ensure that contracts with relocation companies that are on a cost reimbursable basis include only those services that are analogous to the allowable expenses authorized in this manual, and that the payments for such services are limited to the maximum amounts specified in the manual. FEMA recognizes that the statute and FTR provisions contain certain limitations and restrictions which are not overridden by the new authority for relocation services. For example, the law:

(a) Prohibits payment for market losses. The provisions of 5 USC 5724a(a)(4), which authorize reimbursement for the expenses of the sale and purchase of employee's residence, also provide that "reimbursement may not be made for losses on the sale of the residence." As implemented in subparagraph 26-4f, losses due to failure to sell a residence at the old official station at the price asked, at its current appraised value, or at its original cost, or due to failure to buy a dwelling at the new official station at a price comparable to the selling price at the old official station, and any similar losses, are not reimbursable;

(b) Does not provide for payment of mortgage interest differentials. A mortgage interest differential is the difference between the interest rate of the mortgage on the residence at the old official station and the interest rate of the mortgage on the residence being purchased at the new official station; and

(c) Does not authorize purchase of an employee's home. The law (5 USC 5724c) authorizes agencies to enter into contracts for relocation services and provides that such services may include "arranging for the purchase of a transferred employee's residence." However, it does not authorize the Government to become a homeowner either by direct purchase of the home from the employee or by taking title to the employee's home through the relocation company.

c. Advantages of Flat-Fee Contracts. If a relocation company agrees to accept the responsibilities of ownership for the transferred employee's residence after payment of a one-time flat fee by FEMA, it would be offering a service clearly distinguishable from those discussed in subparagraph 39-6b(2), above. Once the flat fee is established, it is paid instead of the actual expenses that normally would be paid by FEMA under a cost reimbursable contract. This type of arrangement is advantageous in that it limits the Government's financial obligation and simplifies administrative procedures in accounting for costs.

39-7. Income Tax Consequences of Using Relocation Companies. In entering into contracts with relocation companies, FEMA will consider the income tax consequences for the employee. Certain payments on behalf of the employee to a relocation company may constitute taxable income to the employee, depending on the specific terms of the contract. Under the provisions of 5 USC 5724b, additional taxes resulting from such income would be covered by the relocation income tax allowance as provided in chapter 23. For further information relating to the income tax consequences of payments to relocation companies, contact the Internal Revenue Service, 1111 Constitution Avenue, NW, (CC:IND:I) Room 5019, Washington, DC 20224.

Chapter 40

Travel Authorization for a Disaster

40-1. A Continuous Travel Authorization (CTA) for a Disaster. CTA's are not to be used EXCEPT for travel charged to the Disaster Relief appropriation account.

a. For such disaster-related travel, the CTA can include any number of individuals regardless of status (permanent, DAE, etc.).

b. Each CTA must include, on the reverse or attached, a list of the travelers covered, including FOR EACH INDIVIDUAL, his or her name and SSN, itinerary (at least origination, primary destination and return), and estimated costs (including per diem--a rough estimate will do when the duration of travel status is indefinite). See figure 40-1.

c. The totals of GTR transportation, personal transportation, and per diem for all employees on the list is the amount used to fill in the appropriate areas in block 16 on the front of the travel authorization.

d. Only CTA's can be amended for additional travelers.

Figure 40-1
(Part 1 of 2)

FEMA Form 60-2, Official Travel Authorization, For Disaster Travel

FEDERAL EMERGENCY MANAGEMENT AGENCY
OFFICIAL TRAVEL AUTHORIZATION
(See Privacy Act Statement on reverse)

1. ADDRESS TO WHICH TRAVEL EXPENSE CHECK IS TO BE MAILED (Same as to be shown on travel voucher)	2 PLACE PREPARED (City and State) Washington, DC	3 DATE PREPARED
	TRAVELER: 4 NAME (As shown on payroll) See Attached List	5 SOCIAL SECURITY NO
	TRAVELER: 6 TITLE	
	TRAVELER: 7 OFFICE AND DIVISION	
9 TRAVEL PURPOSE CODE (See code on reverse) 0 1	TRAVELER: 8 OFFICIAL STATION LOCATION	

9a SPECIFIC PURPOSE OF TRAVEL OR REASON FOR AMENDMENT

To work on disaster.

10 APPROXIMATE TRAVEL DATE (MM/DD/YY)		11 TYPE OF AUTHORIZATION	CHECK HERE IF AMENDMENT
a Beginning	b Ending	☐ a Temporary (T) ☐ b Blanket-Individual (B) ☒ c Group (G) ☐ d Invitational (I) ☐ e PCS Relocation (R) (Attachment required)	☐
August 15, 1985	September 16, 1985		

12 ITINERARY

a DATE	b TRAVEL FROM	c TRAVEL TO	d ADDRESS AT DESTINATION	e RETURN TO P
8/15/85	Washington, DC	Tampa, FL	Tampa Bay Inn	☒ YES ☐ NO

13 MODE OF TRANSPORTATION (Include local transportation)

a NORMAL: ☒ Air ☐ Rail ☐ Bus ☐ Ship ☐ Government-owned Vehicle

b SPECIAL: ☐ First Class Air ☐ Extra Fare Rail ☒ Commercial Rental Vehicle ☐ Privately owned Vehicle ☐ Other (Specify)

14 ALLOWANCES

a MILEAGE RATE (Per mile)	b PER DIEM (Per day)	c OTHER (Explain in Item 15)
20.5	$50.00	

15 JUSTIFICATION FOR SPECIAL MODES OF TRAVEL AND ALLOWANCES

16 ACCOUNTING CLASSIFICATION(S) | 17 ESTIMATED EXPENSES (By Object Class)

FISCAL YEAR a	FUND CODE b	PROGRAM CODE c	ORGANIZATION CODE d	TRANSPORTATION (See reverse for instructions) GOVERNMENT (OBJ 2110) a	TRANSPORTATION PERSONAL (OBJ 2110) b	PER DIEM & OTHER (OBJ 2120) c	18 TOTAL ESTIMATE COST	19 AMOUNT OF ADVANCE REQUESTED
85	6	1234	567	$ 1,196.00	$ 250.00	$ 3,000.00	$ 4,396.00	$ 1,200.00
				$	$	$	$	$
				$	$	$	$	$

20 REMARKS (Continue on reverse if more space is needed)

21 APPROVED	CERTIFICATION: I certify that the travel herein was reviewed and determined to be essential for the accomplishment of agency programs and missions. a SIGNATURE AND TITLE OF APPROVING OFFICIAL	b DATE APPROVED	22 FUNDS OBLIGATED a INITIALS / b DATE
23 AUTHORIZED	a SIGNATURE AND TITLE OF AUTHORIZING OFFICIAL	b DATE AUTHORIZED	24 AUTHORIZATION NO CTA-000

FEMA Form 60-2, JUN 84 SUPERSEDES FEMA Form 60-2(T), SEP 79 WHICH IS OBSOLETE ORIGINAL – TRAVELER

(Part 2 of 2)

PRIVACY ACT STATEMENT

In compliance with the Privacy Act of 1974, the following information is provided: Basic authority for requiring the requested information is contained in 5 USC5701, 5733, particularly Sections 5721-5733, 30 USC 905 and Executive Order 9397. Disclosure of the data by you is voluntary. The principal purpose for collecting the data is to determine the amount to reimburse an employee for expenses incurred in connection with temporary duty travel or change of official station. Information may be transferred to appropriate Federal, State, local or foreign agencies when relevant to civil, criminal or regulatory investigations or prosecutions. There is no personal liability to you if you do not furnish the requested information; however, we shall not be able to reimburse you for expenses.

PURPOSE OF TRAVEL (Instruction on Item 9)

Purpose Category	Definition
01 Site visit	Visit to a particular site in order to personally perform operational or managerial activities, e.g., oversee programs, grant operations, or management activities for internal control purposes, carryout an audit, inspection, or repair activity; conduct negotiations; provide instructions, provide technical assistance
02 Information meeting	Attend a meeting to discuss general Agency operations, review status reports or discuss topics of general interest. If a site visit was conducted as part of the same trip, consider the entire trip to be Site Visit
03 Training attendance	To receive training.
04 Speech or Presentation	To make a speech or a presentation, deliver a paper, or otherwise take part in a formal program other than a training course.
05 Conference attendance	To attend a conference, convention, seminar or symposium for purposes of observation or education only with no formal role in the proceedings.
06 Relocation	To move from one official duty station to another (same as a Permanent Change of Station or PCS move).
07 Entitlement travel	Travel to which an employee (or dependent) is entitled as a result of an assignment, e.g., official vacation or home leave; medical, emergency, and education travel.
08 Zero Dollar Authorizations	An official travel is authorized without travel fund involved.
09 Other Travel	To travel for reasons (purposes) which are not shown in one of the other eight categories.

TRANSPORTATION (Instructions on Items 17a and 17b)

17a. Government Transportation: Contract air services are ordered by the issuance of Standard Form 1169, U.S. Government Transportation Request (GTR), and paid by the Government directly to contractors.

17b. Personal Transportation: Transportation expenses for government business such as airfare, train, taxi cab, limousine, etc. are paid by the traveler's personal credit cards or cash and are reimbursed by the government when travel vouchers are processed and paid by the Agency.

REMARKS *(Continuation of Item 20)*

	Transportation		Per Diem &	Total Estimate	Amount of
	Government	Personal	Other	Cost	Advance
John Doe	$299.00	$50.00	$750.00	$1,099.00	$300.00
Suzie B. Quick	299.00	50.00	750.00	1,099.00	300.00
Jack Q. Public	299.00	50.00	750.00	1,099.00	300.00
Bob Noboby	299.00	50.00	750.00	1,099.00	300.00
	$1,196.00	$250.00	$3,000.00	$4,396.00	$1,200.00

Chapter 41

Disaster Travel

41-1. Advance.

a. During a declared disaster the $500 maximum travel advance can be increased to a maximum of $1,500 if the authorizing official can show written justification on the travel authorization in section 15, Justification for Special Modes of Travel and Allowances, for the necessity of the increase. Each traveler given an advance in excess of $1,000 is required to submit weekly vouchers.

b. Advances for DAE's issued a Government charge card will be authorized the applicable amount as appropriate and prescribed in paragraph 9-3.

41-2. Fifty Mile Area. If a DAE, called to active duty, lives within 50 miles of the Disaster Field Office (DFO), per diem and travel will not be paid in accordance with paragraph 3-1. DAE's living in the general area of their workplace but in excess of the 50-mile radius from their workplace are eligible for mileage allowance if they opt to return home daily in lieu of being quartered in a hotel. From time to time there will be exceptions to the above ruling. Example: Reservists living well within the 50-mile radius of a disaster were allowed additional expenses when they had to travel a great deal further because mud slides had damaged the roads and bridges preventing direct access to the DFO.

41-3. POV vs. Commercial Carrier - Cost Comparisons. An employee or DAE that elects to use a POV for the convenience of the employee must prepare a cost comparison showing what the Government would have paid had the employee traveled by commercial carrier versus the actual cost incurred by the employee. The employee will only be reimbursed the lesser of the two amounts. (See paragraph 13-7 and figures 41-1 and 41-2.)

41-4. Obtaining a Vehicle. During a declared disaster, vehicles are obtained under a mission assignment agreement with GSA. If it becomes necessary to obtain a vehicle from a car rental agency, the traveler will make payment using cash or their personal credit card. The traveler shall NOT have a car rental agency bill the Agency directly nor shall they use a GTR to procure such vehicle.

41-5. Vouchers for Out-of-Region DAE's. SF 1012's for DAE's assigned to a disaster in other than their home region will be processed by the host region. If the home region requests copies of the vouchers, the host region will supply the copies after marking them PAID.

Figure 41-1
(Part 1 of 2)

Cost Comparison

Example. An employee is authorized/approved for temporary duty travel from Chicago, Illinois, to New Orleans, Louisiana. The most advantageous method of transportation is air common carrier. The employee's constructed travel cost is based on the following itinerary and cost information.

Sunday

12:30 p.m. - leave residence in Chicago via taxi for airport
taxi fare including tip: $45

2:05 p.m. - leave Chicago-Midway Airport via Midway Airlines #344
round-trip airfare: $206, YCA fare used

4:17 p.m. - arrive New Orleans
hotel provides no-cost transportation from the airport
lodging cost: $45

Since the hotel and TDY site are within walking distrance of each other, no local transportation in and around the TDY site is authorized.

Monday through Wednesday

TDY in New Orleans. Lodging costs remains the same, $45 per night.

Thursday

TDY in New Orleans.

Due to close location of TDY site and lodging, taxi would not have been authorized. Employee should take the hotel transportation to airport.

4:10 p.m. - leave New Orleans via Midway Airline #383

6:20 p.m. - arrive Chicago-Midway Airport

7:45 p.m. - arrive residence via taxi
taxi fare including tip: $50

(Part 2 of 2)

Employee's constructed travel cost is:

Sunday

Transportation:	round-trip airfare	$206.00
	taxi to airport from residence	45.00
Per diem:	1/2 X $33 (M&IE) plus $45	61.50

Monday through Wednesday

Per diem:	3 days @ $78 per day ($33 + $45)	234.00

Thursday

Transportation:	taxi from airport to residence	50.00
Per diem:	a full day's M&IE	33.00
Total		$629.50

Payment for travel by a privately-owned conveyance, even if driven for reasons of personal preference, shall be based on the following.

1. The actual miles driven at 21 cents per mile. Travel shall be by the most direct and usually traveled route.

2. Any other incidental costs incurred along the way, such as bridge, toll, ferry or road fees or parking fees.

3. Per diem will be paid for the entire length of the trip, except for those days when the employee is charged for annual leave exceeding one-half of the employee's prescribed duty hours. The applicable rates are determined by the employee's location and travel status at midnight at the end of each calendar day.

Figure 41-2
(Part 1 of 2)

Cost Comparison

Example. An employee traveled from Chicago, Illinois, to New Orleans, Louisiana, by privately-owned automobile for reasons of personal preference. The employee's authorized itinerary is on page 41-2. The employee's actual itinerary is as follows.

Saturday

7:15 a.m. - leave residence in Chicago, Illinois
4:30 p.m. - arrive Dyersburg (Dyer County), Tennessee
miles driven: 460
lodging cost: $29

Sunday

8:00 a.m. - leave Dyersburg, Tennessee
5:30 p.m. - arrive New Orleans, Louisiana
miles driven: 459
lodging cost: $45

Monday through Wednesday

TDY in New Orleans. Lodging cost remains the same, $45 per night.

Thursday

TDY in New Orleans.

4:30 p.m. - leave New Orleans, Louisiana
9:00 p.m. - arrive Jackson (Hinds County), Mississippi
miles driven: 206
lodging cost: $42

Friday

8:00 a.m. - leave Jackson, Mississippi
6:30 p.m. - arrive Mt. Vernon (Jefferson County), Illinois
miles driven: 439
lodging cost: $35

Saturday

8:00 a.m. - leave Mt. Vernon, Illinois
2:30 p.m. - arrive residence in Chicago
miles driven: 274

(Part 2 of 2)

The employee's actual travel costs are:

Saturday	
Transportation: 460 miles @ 21 cents per mile	$96.60
Per diem: 3/4 X $25 (M&IE) plus $29	47.75
Sunday	
Transportation: 459 miles @ 21 cents per mile	96.39
Per diem: $33 + $45	78.00
Monday through Wednesday	
Per diem: 3 days @ $78 per day	234.00
Thursday	
Transportation: 206 miles @ 21 cents per mile	43.26
Per diem: $25 + $42	67.00
Friday	
Transportation: 439 miles @ 21 cents per mile	92.19
Per diem: denied since employee was away from the office more time than authorized. Employee shall be charged with a full day's leave.	-0-
Saturday	
Transportation: 274 miles @ 21 cents per mile	57.54
Per diem: 3/4 X $25	18.75
Total	$831.48

The employee is reimbursed the lesser of the two amounts: $629.50 (constructed travel cost) versus $831.48 (actual travel cost). In this case the lesser amount is by constructed cost comparison.

Appendix A

Authorities and References

Authorities:

Employee's Compensation Act.

Executive Order 11294, August 4, 1966.

Executive Order 11609, July 22, 1971.

Federal Civil Defense Act of 1950, Section 201.

Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) (66 Stat. 983; United States Code 7, Section 136B).

General Services Administration, Federal Travel Regulations, Federal Property Management Regulation 101-7.

Inter-Government Personnel Act.

Interstate Commerce Act, Section 22.

Office of Personnel Management Regulations.

Panama Canal Treaty of 1977.

Panama Canal Act of 1979.

Privacy Act of 1974.

Public Law 90-321, Truth in Lending Act, Title 1.

Public Law 93-288, Disaster Relief Act of 1974.

Public Law 93-498, Federal Fire Prevention Control Act of 1974, Section 7.

5 United States Code, Section 4109.

5 United States Code, Section 4110.

5 United States Code, Section 4111.

5 United States Code, Section 5707.

5 United States Code, Section 5724.

5 United States Code, Section 5733.

5 United States Code, Section 5742.

5 United States Code, Section 8134.

5 United States Code, Section 8801-8913.

18 United States Code, Section 209.

18 United States Code, Section 287-1001.

26 United States Code, Section 6109.

26 United States Code, Section 6011(b).

28 United States Code, Section 2514.

28 United States Code, Section 2679.

31 United States Code, Section 71a.

31 United States Code, Section 237.

31 United States Code, Section 780a.

40 United States Code, Section 486(c).

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Civil Service Commission Bulletin No. 334-2, dated January 7, 1972.

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41 Code of Federal Regulations, 101-41.203-2.

41 Comptroller General Decisions 806.

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FEMA Instruction 2300.1, Financial Coding Manual.

FEMA Instruction 2400.1, Time and Attendance Responsibilities.

FEMA Instruction 2500.2, Processing of SF 1169, Government Transportation Request, and SF 1103, U.S. Government Bill of Lading.

FEMA Instruction 5300.1, Reports Management Program.

FEMA Instruction 6100.1, Procurement of Short-term Government or Commercial Conference and/or Meeting Facilities.

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General Accounting Office Civilian Personnel Law Manual, Title 3, Travel.

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General Services Administration Federal Property Management Regulation A-19.

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Official Airline Guide.

Office of Personnel Management FPM 9909-1, Book III, Part 410.

Rand McNally Highway Guide.

Appendix B

Definition of Terms

1. General. This appendix provides definitions and abbreviations of terms as used in this manual. Definitions are given in alphabetical order according to the key word in the term.

2. Definitions.

a. Accommodations. Seat space, berths, roomettes, bedrooms, or staterooms on transportation facilities.

(1) Contract Carriers. A GSA contracted service with certified air carriers to furnish air passenger transportation for official Government travel at reduced fares between selected city-pairs.

(2) Air Coach or Air Tourist. A type of accommodation available on commercial aircraft at rates lower than first-class or premium class accommodations.

(3) Parlor Car and Coach (Rail). A type of accommodation, not affording sleeping facilities, at a lesser rate than first-class accommodations.

(4) Lowest First-Class. The lowest cost accommodations offered by commercial carriers to the general public as first-class.

(5) Class of Aircraft. (As defined in the Official Airline Guide):

First-Class - Code F (Jet)
Code A (Propeller)

Less-than-first-class - All classes coded other than A or F.

b. Administrative Review. The review of travel vouchers conducted by an approving official, to determine that the traveler made the trip and performed the official duties expected of him/her. The administrative reviewing officer is expected to ensure that:

(1) The traveler was on official business.

(2) The facts of the travel are correctly stated on the voucher, including dates and, where necessary, times of departures and arrivals.

(3) Any excess time or mileage driven or flown to perform the travel was reasonable and necessary.

(4) The mode(s) of travel, including use of Government-owned, personally-owned or rented vehicles and the per diem and mileage rate claimed, were authorized in the travel order.

(5) Miscellaneous expenses claimed were justified and necessary.

(6) The approving official need not verify the computations on the voucher, since the approval is not a certification as to the mathematical accuracy of the voucher. Certain expenses, as specified in this manual, claimed on travel vouchers, but not authorized in the travel order must be approved by an authorizing official. Administrative review and approval are evidenced by the SIGNATURE and TITLE of the appropriate reviewing official in the APPROVED block on the face of the reimbursement voucher, SF 1012.

c. American Carrier. See U.S. Flag Air Carriers.

d. Approve Official Travel.

(1) Local Travel. To ratify, confirm, or accept as satisfactory the performance of local travel at Government expense. Approval is given after the travel has been performed.

(2) Temporary Duty Travel. Authorization to verify the need for the travel, the qualifications of the traveler to perform the required mission and the necessity of expending Government funds. Approval is given before travel begins.

(3) Temporary Duty Travel Voucher. To verify that the travel performed and the expenses accumulated were as authorized.

e. Authorize Official Travel. To permit, empower, or give the right to travel at Government expense. This is done in advance of the actual travel.

f. Authorizing Official. A person who has been formally and officially delegated the authority to direct the travel of certain employees on official Government business.

g. Baggage. Government property and personal property of the traveler necessary for the purposes of the official travel.

h. Calendar Day. Calendar day means the 24-hour period from one midnight to the next midnight. For purposes of these regulations, the calendar day technically begins one second after midnight (reflected herein as 12:01 a.m.) and ends at 12:00 midnight.

i. Common Carrier. See Transportation.

j. Commuted Rate. A predetermined rate or allowance for reimbursement in lieu of actual expenses incurred. Principally used in connection with reimbursement for transportation and temporary storage of household goods and personal effects.

k. Constructive Cost. Actual costs for travel as performed compared with costs which could have been incurred had travel been performed as authorized, with reimbursement limited to the lesser of the two.

l. Conterminous United States. The 48 conterminous States plus the District of Columbia. (Excludes Hawaii and Alaska.)

m. CONUS. CONUS refers to both the "Continental United States", defined in 5 USC 5701(6), and the "conterminous United States", defined in GSA's Federal Travel Regulations, paragraph 1-1.3c(2) as the 48 contiguous States and the District of Columbia.

n. Dependent. See Immediate Family.

o. Effective Date of Transfer or Appointment. The date shown on Form SF 50, Notification of Personnel Action, for the pertinent travel. This is normally the date on which an employee or new appointee reports for duty at the new or first official station.

p. Emergency Travel. A travel requirement which results from an event, condition or combination of circumstances for which the employee is not prepared and the event, condition or circumstance requires action or response on the part of the employee.

q. Excess Baggage. Baggage in excess of the weight or size that is carried without incurring an extra charge by transportation companies.

r. Federal Travel Regulations (FPMR 101-7). Travel regulations promulgated by GSA. These regulations are the final authority on all issues involving travel by employees of the United States Government.

s. GTR. A written request from the U.S. Government on a Transportation Request, Standard Form 1169, for the purpose of procuring from a common carrier, transportation, accommodations, or other services chargeable to the Government.

t. High Rate Geographical Area. A city or area designated by the General Services Administration where usually high travel costs are incurred.

u. Household Goods. Personal property which may be transported legally in interstate commerce and which belongs to an employee and the immediate family at the time shipment or storage begins. The term includes household furnishings, equipment and appliances, furniture, clothing, books, and similar property. It does not include property which is intended for resale or disposal rather than for use by the employee or members of the immediate family; nor does it include such items as automobiles, station wagons, motorcycles or similar motor vehicles, airplanes, mobile homes, camper trailers, boats, birds, pets, livestock, cordwood, building materials, groceries, provisions, wines, liquors, property belonging to any persons other than the employee or the immediate family, nor any property intended for use in conducting a business or other commercial enterprise.

v. House Trailer. See Mobile Home.

w. Immediate Family. Any of the following named members of the employee's household at the time he/she reports for duty at the new permanent duty station: Spouse, children (including stepchildren and adopted children) unmarried and under 21 years of age or physically or mentally incapable of supporting themselves regardless of age, or DEPENDENT parents of the employee and the employee's spouse or DEPENDENT brothers and sisters (including step and legally adoptive brothers and sisters) of the employee or employee's spouse, provided the brothers and sisters are unmarried and under 21 years of age, or are, regardless of age, physically or mentally incapable of self-support. (NOTE: Parents, brothers, and sisters shall be considered dependents of the employee if they receive at least 51 percent of their support from the employee or employee's spouse.)

x. Local Travel. Local travel is official travel generally within a 50-mile radius of the official duty station for which no per diem, actual subsistence, and/or GTR procured transportation charges are claimed.

y. Locality Rates. Locality rates are maximum per diem rates prescribed for specific localities within CONUS. Locality rates are listed by State and city in appendix C.

z. Mileage Allowance. The rate allowed per mile in lieu of actual expenses of operation of a privately-owned conveyance or in connection with towing a mobile home.

aa. Mobile Home. All types of house trailers and mobile dwellings constructed for use as residence and designed to be moved overland either by being self-propelled or towed.

bb. Official Business Trip. Travel performed at the direction or order of the Agency. The beginning and the end of a trip is denoted by the time of departure from and return to the official duty station, respectively.

cc. Official Change of Station. See Permanent Change of Station.

dd. Official Station or Designated Post of Duty (for Temporary Duty Usage). A geographical area, the limits of which will be the corporate limits of the city or town in which the employee is stationed. If the employee is not stationed in an incorporated city or town, the official station is the county or smallest political subdivision, reservation, station, or established area; or, in the case of a large reservation, the established subdivision thereof having definite boundaries within which the official station is located.

ee. Official Station or Designated Post of Duty (for Relocation Usage). The building or other place where the officer or employee regularly reports for duty. With respect to entitlement under these regulations relating to the residence, household goods, and personal effects of an employee, official station or post of duty also means the residence or other quarters from which the employee regularly commutes to and from work. However, if the official station or post of duty is in a remote area where adequate family

housing is not available within reasonable daily commuting distance, residence includes the dwelling in which the family of the employee resides or will reside, but only if such a residence reasonably relates to the official station as determined by the appropriate administrative official.

ff. Official Travel. See Travel, Official.

gg. Official Foreign Travel. Travel originating in the Continental United States, or in a jurisdictional area outside of the Continental United States, to a destination or destinations in one or more foreign countries.

hh. Official Residence. The fixed or permanent domicile of a person that can be reasonably justified as a bona fide place of actual residence (place of general abode, the principal actual dwelling place).

ii. Other Miscellaneous Travel Expenses. Other miscellaneous travel expenses are those described in Chapter 17 that are directly attributable and necessary to the travel and temporary duty as authorized and performed. When authorized or approved by the agency concerned, these expenses are reimbursable in addition to the per diem allowance and transportation expenses.

jj. Per Diem Allowance. The per diem allowance is a daily payment instead of actual expenses for lodging, meals and related incidental expenses. The per diem allowance is distinguished from transportation expenses and other miscellaneous travel expenses.

(1) "Lodging" includes expenses for overnight sleeping facilities; baths; personal use of the room during daytime; and service charges for fans, air conditioners, heaters, and fires furnished in rooms when such charges are not included in the room rate.

(2) The term "lodging" does not include accommodations on airplanes, trains, buses, or vessels. The cost of accommodations furnished aboard common carriers is included in the transportation cost and is not considered a subsistence expense.

(3) Meals. Expenses for breakfast, lunch, and dinner (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons).

(4) Incidental expenses related to subsistence.

(a) Fees and tips to waiters and waitresses, porters, baggage carriers, bellhops, hotel maids, dining room stewards or stewardesses and others on vessels, and hotel servants in foreign countries.

(b) Laundry and cleaning and pressing of clothing.

(c) Transportation between places of lodging or business and places where meals are taken.

(d) Telegrams and telephone calls necessary to reserve lodging accommodations.

kk. Permanent Change of Station (PCS) or Official Change of Station Travel. Travel of an employee in connection with a transfer to a different duty station on other than a temporary basis.

ll. Privately-Owned Aircraft or Travel Aircraft. Any aircraft used for official travel under circumstances where the employee pays for the expense of operating the aircraft and is later reimbursed for its use. Reimbursement is on a mileage basis. Actual ownership by the employee may or may not exist. The category of privately-owned aircraft includes club aircraft, aircraft owned by employees, or aircraft leased or rented by an employee.

mm. POV. Any self-propelled wheeled motor conveyance that is primarily for use as a passenger-carrying vehicle, including automobiles, station wagons, and similar vehicles, jeeps, motorcycles and motor scooters, pick-up and panel trucks and such trucks when converted to campers, small autobuses of the Volkswagen, Micro, and similar types (not to exceed 9 passenger capacity) and other passenger-carrying or multipurpose motor vehicle for overland ground transportation which, while not specifically mentioned herein, may be found to qualify as privately-owned vehicles on the basis of the employee's written certification that the vehicle is for his/her personal use as a passenger-carrying vehicle.

nn. Service Agreement. A written agreement signed by a person selected for appointment, or by an employee pursuant to an official change of station, whereby he/she agrees to remain in the service of the Government for a specified period.

oo. Standard CONUS Rate. Generally, the standard CONUS rate is prescribed for any location within CONUS that is not included in one of the defined localities or areas for which a specific rate is prescribed in appendix C. The standard CONUS rate is also prescribed in certain specified circumstances as provided herein for all locations within CONUS, including the separately defined localities.

pp. TDY. Travel to one or more places away from a permanent duty station to perform duties for a temporary period of time. Upon completion of assignment, the employee returns to the permanent duty station.

qq. Temporary Storage. Storage of household goods for a limited period of time at origin, destination, or en route in connection with transportation to, from or between official stations or posts of duty or authorized alternate points.

rr. Terminal. A depot, airport, or dock of a common carrier used for pickup or discharge of passengers, or an airport or landing field used by Government or privately-owned aircraft; or a garage or other designated place from which the traveler departs or at which he/she arrives, as necessary for performance of official travel by the mode or conveyance authorized.

ss. Training. The purpose of providing for and making available to an employee, and placing or enrolling the employee in a planned, prepared, and coordinated program, course, curriculum, subject, system or routine of instruction or education, in scientific, professional, technical, mechanical, trade, clerical, fiscal, administrative, or other fields which are or will be directly related to the performance by the employee of official duties for the Government, in order to increase knowledge, proficiency, skill and qualification of the employee in the performance of official duties. 5 U.S.C. 4101.

tt. Transportation Expenses. Transportation expenses include commercial bus, air, rail, or vessel/steamship fares and are reimbursable in addition to the per diem allowance. Transportation expenses also include local transit system and taxi fares, cost of commercial rental cars and other special conveyances, and mileage and other allowances for use of privately owned conveyances, including fees for parking, ferries.

(1) Commercial Rental Vehicle. A vehicle rented by an employee from a commercial company which is regularly engaged in renting vehicles. Normally, such rentals must be authorized in the travel order.

(2) Common Carrier. Any firm furnishing mass commercial transportation as public service under rates prescribed by lawful authority. This includes railroad, bus, airplane, or ship. (Taxicab is not a common carrier.)

(3) Government Vehicles. Transportation facilities owned and operated, leased and operated, or chartered by the United States Government for transportation on land, water, or in the air.

(4) Privately-Owned Conveyance (POC). A privately-owned aircraft, automobile, or motorcycle used by a traveler other than on a for hire or rental basis. Actual ownership may or may not exist. Also see Privately-Owned Motor Vehicle, and Privately-Owned Aircraft.

uu. Travel Expense. Travel expense is used in this manual as a general term which includes all expenses incident to travel such as those for subsistence, transportation, shipment and storage of household effects and privately-owned vehicles, sale and purchase of real estate, unexpired leases and other miscellaneous items.

vv. Travel (Invitational). Authorization for travel of a person not a Government employee in connection with certain assignments directly related to activities and in the interest of the Agency.

ww. Travel (Official). Authorized travel solely in connection with business of the Agency. Official travel may be performed within the vicinity of a permanent duty station; to or from place of actual residence; to, from, or between permanent duty stations; and to, from, at, and between places of temporary assignment. The term "travel" relates not only to movement from place to place but also includes entitlement to allowances and certain transportation and reimbursable expenses incident to travel, subject to conditions and limitations in this manual.

xx. Travel Order. Authorization in writing for official travel by a designated authorizing official. Travel orders include authorizations, approvals, limitations, instructions, and special conditions relating to travel and assignments.

yy. Travel Status. The elapsed period of time from the beginning to the end of official travel in compliance with the authority in a travel order. This includes incidental waiting time en route for transportation connections and delays en route beyond the control of the traveler.

zz. Trip. See Official Business Trip.

aaa. Unscheduled Means of Transportation. The use of a privately-owned conveyance, including a privately-owned aircraft.

bbb. U.S. Flag Air Carriers. A class of air carriers holding a CERTIFICATE of public convenience and necessity issued by the Department of Transportation, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.

Appendix C

Prescribed Maximum Per Diem Rates for CONUS

The maximum rates listed below are prescribed under these regulations for reimbursement of subsistence expenses incurred during official travel within CONUS (the conterminous United States). The amount shown in column (a) is the maximum that will be reimbursed for lodging expenses. The M&IE rate shown in column (b) is a fixed amount allowed for meals and incidental expenses related to subsistence. The per diem payment calculated for lodging expenses plus the M&IE rate may not exceed the maximum per diem rate shown in column (c).

Per Diem Locality		Maximum Lodging Amount (a)	+	M&IE Rate (b)	=	Maximum Per Diem Rate (c) 4/
CONUS, Standard rate		$40		$26		$66
(applies to all locations within CONUS not specifically defined below. However, the standard CONUS rate applies to all locations within CONUS, including those defined below, under certain specified travel circumstances and for certain relocation subsistence allowances. See Parts 1-7, 2-2, 2-4 and 2-5 of the FTR)						
Key City 1/	County and/or other defined location 2/ 3/					
ALABAMA						
Anniston	Calhoun	41		26		67
Birmingham	Jefferson	50		26		76
Gulf Shores	Baldwin	42		26		68
Huntsville	Madison	48		26		74
Montgomery	Montgomery	43		26		69
Sheffield	Colbert	63		26		89
ARIZONA						
Chinle	Apache	44		26		70
Kayenta	Navajo	56		26		82
Page/Flagstaff	Coconino	47		26		73
Phoenix/Scottsdale	Maricopa	52		26		78
Prescott	Yavapai	48		26		74
Sierra Vista	Cochise	43		26		69
Tucson	Pima County; Davis-Monthan AFB	48		26		74
Yuma	Yuma	43		26		69

Per Diem Locality		Maximum Lodging Amount	M&IE Rate	Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+ (b)	+ (c) 4/
ARKANSAS				
Fort Smith	Sebastian	44	26	70
Helena	Phillips	47	26	73
Hot Springs	Garland	45	26	71
Little Rock	Pulaski	48	26	74
CALIFORNIA				
Chico	Butte	46	26	72
Death Valley	Inyo	88	34	122
El Centro	Imperial	46	26	72
Fresno	Fresno	50	26	76
Los Angeles	Los Angeles, Kern, Orange & Ventura Counties; Edwards AFB; Naval Weapons Center & Ordnance Test Station, China Lake	80	34	114
Modesto	Stanislaus	50	26	76
Monterey	Monterey	66	26	92
Oakland	Alameda, Contra Costa & Marin	64	34	98
Palm Springs	Riverside	72	34	106
Redding	Shasta	51	26	77
Sacramento	Sacramento	54	34	88
San Diego	San Diego	67	34	101
San Francisco	San Francisco, Alameda, Contra Costa & Marin	78	34	112
San Jose	Santa Clara	57	34	91
San Luis Obispo	San Luis Obispo	53	34	87
San Mateo	San Mateo	66	34	100
Santa Barbara	Santa Barbara	74	34	108
Santa Cruz	Santa Cruz	66	34	100
South Lake Tahoe	Dorado	52	34	86
Stockton	San Joaquin	45	26	71
Tahoe City	Placer	46	34	80
Vallejo	Solano	47	26	73
Victorville/Barstow	San Bernardino	49	26	75
Visalia	Tulare	60	26	86
West Sacramento	Yolo	49	26	75
Yosemite Nat'l Park	Mariposa	68	34	102
COLORADO				
Aspen	Pitkin	75	34	109
Boulder	Boulder	60	34	94
Colorado Springs	El Paso	49	26	75
Denver	Denver, Adams, Arapahoe & Jefferson	65	34	99
Durango	La Plata	48	26	74
Glenwood Springs	Garfield	45	26	71
Gunnison	Gunnison	43	26	69

Per Diem Locality		Maximum Lodging Amount		M&IE Rate		Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+	(b)	=	(c) 4/
Keystone/ Silverthorne	Summit	52		34		86
Pagosa Springs	Archulete	45		26		71
Steamboat Springs	Routt	48		26		74
Vail	Eagle	80		34		114
CONNECTICUT						
Bridgeport/Danbury	Fairfield	71		26		97
Hartford	Hartford & Middlesex	52		34		86
New Haven	New Haven	67		26		93
New London/Groton	New London	50		26		76
Putnam/Danielson	Windham	58		26		84
Salisbury	Litchfield	49		34		83
DELAWARE						
Dover	Kent	44		26		70
Lewes	Sussex	46		26		72
Wilmington	New Castle	63		26		89
DISTRICT OF COLUMBIA						
Washington, DC (Also the cities of Alexandria, Falls Church, and Fairfax, and the counties of Arlington, Loudoun, and Fairfax in Virginia; and the counties of Montgomery and Prince Georges in Maryland) (See also Maryland and Virginia)		87		34		121
FLORIDA						
Altamonte Springs	Seminole	62		26		88
Bradenton	Manatee	60		26		86
Cocoa Beach	Brevard	50		26		76
Daytona Beach/ Ormond Beach/ New Smyrna	Volusia	41		26		67
Fort Lauderdale	Broward	57		26		83
Fort Myers	Lee	58		26		84
Fort Pierce	Saint Lucie	47		26		73
Fort Walton Beach	Okaloosa	50		26		76
Gainesville	Alachua	48		26		74
Jacksonville	Duval County; Naval Station Mayport; (Also see St. Marys, GA)	46		26		72
Kissimmee	Osceola	46		26		72
Lakeland	Polk	41		26		67
Miami	Dade & Monroe	55		34		89
Naples	Collier	62		26		88

Per Diem Locality		Maximum Lodging Amount		M&IE Rate		Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+	(b)	=	(c) 4/
Orlando	Orange	54		26		80
Panama City	Bay	50		26		76
Pensacola	Escambia	44		26		70
Punta Gorda	Charlotte	57		26		83
Saint Augustine	Saint Johns	49		26		75
Sarasota	Sarasota	54		26		80
Stuart	Martin	62		26		88
Tallahassee	Leon	45		26		71
Tampa/St. Petersburg	Hillsborough & Pinellas	52		26		78
West Palm Beach	Palm Beach	62		34		96
GEORGIA						
Albany	Dougherty	48		26		74
Athens	Clarke	41		26		67
Atlanta	Clayton, De Kalb, Fulton & Cobb	72		34		106
Augusta	Richmond	44		26		70
Brunswick	Glynn	43		26		69
Columbus	Muscogee	42		26		68
Lawrenceville	Gwinnett	46		26		72
Savannah	Chatham	42		26		68
St. Marys	The Naval Submarine Base Kings Bay	46		26		72
Waycross	Ware	43		26		69
IDAHO						
Boise	Ada	46		26		72
Coeur d'Alene	Kootenai	43		26		69
Ketchum/Sun Valley	Blaine	51		26		77
Pocatello	Bannock	45		26		71
ILLINOIS						
Alton	Madison	48		26		74
Champaign/Urbana	Champaign	43		26		69
Chicago	Du Page, Cook & Lake	83		34		117
Danville	Vermilion	43		26		69
Dixon	Lee	43		26		69
Macomb	McDonough	41		26		67
Mattoon	Coles	46		26		72
Peoria	Peoria	55		26		81
Rockford	Winnebago	48		26		74
Rock Island/Moline	Rock Island	50		26		76
Springfield	Sangamon	48		26		74

Per Diem Locality		Maximum Lodging Amount	M&IE Rate	Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+ (b)	= (c) 4/
INDIANA				
Anderson	Madison	48	26	74
Bloomington	Monroe	45	26	71
Charlestown/ Jeffersonville	Clark County; Indiana Army Ammunition Plant	47	26	73
Columbus	Bartholomew	41	26	67
Elkhart	Elkhart	52	26	78
Evansville	Vanderburgh	43	26	69
Fort Wayne	Allen	54	26	80
Gary	Lake	42	26	68
Indianapolis	Marion County; Fort Benjamin Harrison	57	26	83
Jasper	Dubois	41	26	67
Lafayette	Tippecanoe	49	26	75
Muncie	Delaware	50	26	76
Nashville	Brown	52	26	78
South Bend	St. Joseph	50	26	76
Terre Haute	Virgo	44	26	70
IOWA				
Bettendorf/Davenport	Scott	44	26	70
Cedar Rapids	Linn	41	26	67
Des Moines	Polk	50	26	76
Iowa City	Johnson	41	26	67
Sioux City	Woodbury	41	26	67
KANSAS				
Kansas City	Johnson & Wyandotte (See also Kansas City, MO)	60	26	86
Manhattan	Riley	44	26	70
Topeka	Shawnee	43	26	69
Wichita	Sedgwick	54	26	80
KENTUCKY				
Covington	Kenton	46	26	72
Frankfort	Franklin	43	26	69
Hopkinsville	Christian County; Ft. Campbell	45	26	71
Lexington	Fayette	52	26	78
Louisville	Jefferson	47	26	73

Per Diem Locality		Maximum Lodging Amount	M&IE Rate	Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+ (b)	= (c) 4/
LOUISIANA				
Alexandria	Rapides Parish	43	26	69
Baton Rouge	East Baton Rouge Parish	50	26	76
Bossier City	Bossier Parish	57	26	83
Gonzales	Ascension Parish	51	26	77
Lafayette	Lafayette Parish	41	26	67
Lake Charles	Calcasieu Parish	42	26	68
Monroe	Ouachita Parish	41	26	67
New Orleans	Parishes of Jefferson, Orleans, Plaquemines & St. Bernard	52	34	86
Shreveport	Caddo Parish	51	26	77
Slidell	St. Tammany Parish	42	26	68
MAINE				
Auburn	Androscoggin	56	26	82
Augusta	Kennebec	45	26	71
Bangor	Penobscot	48	26	74
Bar Harbor	Hancock	60	26	86
Bath	Saqadahoc	64	26	90
Kittery	Portsmouth Naval Shipyard (See also Portsmouth, NH)	56	26	82
Portland	Cumberland	63	26	89
Rockport	Knox	62	26	88
Wiscasset	Lincoln	42	26	68
MARYLAND				
(For the counties of Montgomery and Prince Georges, see District of Columbia)				
Annapolis	Anne Arundel	70	34	104
Baltimore	Baltimore & Harford	59	34	93
Columbia	Howard	87	34	121
Cumberland	Allegany	45	26	71
Easton	Talbot	48	26	74
Frederick	Frederick	54	26	80
Hagerstown	Washington	48	26	74
Lexington Park/St. Inigoes/Leonardtown	St. Marys	51	26	77
Lusby	Calvert	51	26	77
Ocean City	Worcester	85	34	119
Salisbury	Wicomico	47	26	73
Waldorf	Charles	51	26	77

Per Diem Locality		Maximum Lodging Amount		M&IE Rate		Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+	(b)	=	(c) 4/
MASSACHUSETTS						
Andover	Essex	81		34		115
Boston	Middlesex, Norfolk & Suffolk	81		34		115
Greenfield	Franklin	51		26		77
Hyannis	Barnstable	56		26		82
Martha's Vineyard/ Nantucket	Dukes & Nantucket	96		34		130
New Bedford	Bristol	46		26		72
Northampton	Hampshire	52		26		78
Pittsfield	Berkshire	48		26		74
Plymouth	Plymouth	86		26		112
Springfield	Hampden	57		26		83
Worcester	Worcester	57		26		83
MICHIGAN						
Ann Arbor	Washtenaw	63		26		89
Battle Creek	Calhoun	42		26		68
Bay City	Bay	42		26		68
Boyne City	Charlevoix	62		26		88
Cadillac	Wexford	48		26		74
Detroit	Wayne	63		34		100
Gaylord	Otsego	53		26		79
Grand Rapids	Kent	48		26		74
Houghton Lake	Roscommon	54		26		80
Jackson	Jackson	49		26		75
Kalamazoo	Kalamazoo	57		26		83
Lansing/East Lansing	Ingham	48		26		74
Mackinac Island	Mackinac	54		26		80
Midland	Midland	51		26		77
Mount Pleasant	Isabella	43		26		69
Pontiac	Oakland	48		26		74
Port Huron	St. Clair	42		26		68
Saginaw	Saginaw	46		26		72
St. Joseph/Benton Harbor/Niles	Berrien	45		26		71
Traverse City	Grand Traverse	55		26		81
Warren	Macomb	43		26		69
MINNESOTA						
Bemidji	Beltrami	42		26		68
Brainerd	Crow Wing	42		26		68
Duluth	St. Louis	44		26		70
Minneapolis/St. Paul	Anoka, Hennepin & Ramsey Counties; Fort Snelling Military Reservation & Navy Astronautics Group (Detachment BRAVO), Rosemount	54		26		80
Rochester	Olmsted	53		26		79

Per Diem Locality		Maximum Loding Amount (a)	+ M&IE Rate (b)	= Maximum Per Diem Rate (c) 4/
Key City 1/	County and/or other defined location 2/ 3/			
MISSISSIPPI				
Jackson	Hinds	50	26	76
Natchez	Adams	47	26	73
Vicksburg	Warren	41	26	67
MISSOURI				
Cape Girardeau	Cape Girardeau	43	26	69
Columbia	Boone	49	26	75
Jefferson City	Cole	46	26	72
Kansas City	Clay, Jackson & Platte (See also Kansas City, KS)	60	26	86
Osage Beach	Camden	64	26	90
Springfield	Greene	51	26	77
St. Louis	St. Charles & St. Louis	59	26	85
MONTANA				
Great Falls	Cascade	41	26	67
NEBRASKA				
Lincoln	Lancaster	41	26	67
Omaha	Douglas	50	26	76
NEVADA				
Elko	Elko	46	26	72
Las Vegas	Clark County; Nellis AFB	69	34	103
Reno	Washoe	44	26	70
NEW HAMPSHIRE				
Concord	Merrimack	51	26	77
Conway	Carroll	81	26	107
Durham	Strafford	67	26	93
Laconia	Belknap	64	26	90
Manchester	Hillsborough	59	26	85
Portsmouth/Newington	Rockingham County; Pease AFB (See also Kittery, ME)	56	26	82

Per Diem Locality		Maximum Lodging Amount	M&IE Rate	Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+ (b)	= (c) 4/
NEW JERSEY				
Atlantic City	Atlantic	104	34	138
Belle Mead	Somerset	62	26	88
Camden	Camden	52	26	78
Dover	Morris County; Picatinny Arsenal	62	26	88
Eatontown	Monmouth County; Fort Monmouth	50	34	84
Edison	Middlesex	50	34	84
Millville	Cumberland	45	26	71
Moorestown	Burlington	68	26	94
Newark	Bergen, Essex, Hudson, Passaic & Union	78	34	112
Ocean City/Cape May	Cape May	90	34	124
Princeton/Trenton	Mercer	80	34	114
Salem	Salem	59	26	85
Tom's River	Ocean	77	26	103
NEW MEXICO				
Albuquerque	Bernalillo	59	26	85
Cloudcroft	Otero	64	34	98
Farmington	San Juan	49	26	75
Gallup	McKinley	47	26	73
Grants	Cibola	41	26	67
Las Cruces/ White Sands	Dona Ana	43	26	69
Las Vegas	San Miguel	44	26	70
Los Alamos	Los Alamos	46	26	72
Raton	Colfax	52	26	78
Santa Fe	Santa Fe	64	34	98
Taos	Taos	49	26	75
Tucumcari	Quay	46	26	72

Per Diem Locality		Maximum Lodging Amount		M&IE Rate		Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+	(b)	=	(c) 4/
NEW YORK						
Albany	Albany	61		26		87
Batavia	Genesee	55		26		81
Binghampton	Broome	55		26		81
Buffalo	Erie	50		26		76
Canton	St. Lawrence	48		26		74
Corning	Steuben	58		26		84
Elmira	Chemung	49		26		75
Glens Falls	Warren	45		26		71
Ithaca	Tompkins	59		26		85
Jamestown	Chautauqua	41		26		67
Kingston	Ulster	56		26		82
Lake Placid	Essex	72		26		98
Monticello	Sullivan	54		34		88
New York City	The boroughs of Bronx, Brooklyn, Manhattan, Queens & Staten Island; Nassau & Suffolk Counties	107		34		141
Niagara Falls	Niagara	57		26		83
Poughkeepsie	Dutchess	68		26		94
Rochester	Monroe	63		26		89
Saratoga Springs	Saratoga	45		34		79
Schenectady	Schenectady	55		26		81
Syracuse	Onondaga	57		26		83
Troy	Rensselaer	57		26		83
Utica	Oneida	56		26		82
Watertown	Jefferson	49		26		75
Watkins Glen	Schuyler	72		26		98
West Point	Orange	44		26		70
White Plains	Westchester	87		34		121
NORTH CAROLINA						
Asheville	Buncombe	45		26		71
Charlotte	Mecklenburg	58		26		84
Duck	Dare	57		26		83
Elizabeth City	Pasquotank	53		26		79
Greenville	Pitt	59		26		85
Havelock	Craven	43		26		69
High Point/ Greensboro	Guilford	54		26		80
Jacksonville	Onslow	42		26		68
Kinston	Lenoir	46		26		72
Morehead City	Carteret	53		26		79
Raleigh/Durham Chapel Hill	Wake, Durham & Orange	56		26		82
Wilmington	New Hanover	45		26		71
Winston-Salem	Forsyth	49		26		75

Per Diem Locality		Maximum Lodging Amount	M&IE Rate	Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+ (b)	= (c) 4/
NORTH DAKOTA				
Bismarck	Burleigh	44	26	70
Fargo	Cass	52	26	78
Grand Forks	Grand Forks	46	26	72
Minot	Ward	48	26	74
OHIO				
Akron	Summit	54	26	80
Bellevue/Norwalk	Huron	55	26	81
Chillicothe	Ross	44	26	70
Cincinnati/Evendale	Hamilton & Warren	50	26	76
Cleveland	Cuyahoga	59	34	93
Columbus	Franklin	56	26	82
Dayton	Montgomery County Wright-Patterson AFB	61	26	87
Defiance	Defiance	42	26	68
East Liverpool	Columbiana	47	26	73
Elyria	Lorain	51	26	77
Findlay	Hancock	43	26	69
Geneva	Ashtabula	52	26	78
Hamilton/Fairfield	Butler	47	26	73
Lancaster	Fairfield	41	26	67
Lima	Allen	43	26	69
Port Clinton	Ottawa	54	26	80
Portsmouth	Scioto	44	26	70
Sandusky	Erie	57	26	83
Springfield	Clark	43	26	69
Tinney/Freemont	Sandusky	44	26	70
Toledo	Lucas	50	26	76
Wapakoneta	Auglaize	45	26	71
OKLAHOMA				
Norman	Cleveland	44	26	70
Oklahoma City	Oklahoma	47	26	73
Stillwater	Payne	44	26	70
Tulsa/Bartlesville	Osage, Tulsa & Washington	45	26	71
OREGON				
Beaverton	Washington	46	26	72
Clackamas	Clackamas	48	26	74
Coos Bay	Coos	45	26	71
Lincoln City	Lincoln	45	26	71
Portland	Multnomah	50	26	76
Seaside	Clatsop	66	26	92

Per Diem Locality		Maximum Lodging Amount	M&IE Rate	Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+ (b)	= (c) 4/
PENNSYLVANIA				
Allentown	Lehigh	50	26	76
Altoona	Blaire	44	26	70
Chester	Delaware	46	34	80
Du Bois	Clearfield	51	26	77
Easton	Northhampton	64	26	90
Erie	Erie	41	26	67
Gettysburg	Adams	49	26	75
Harrisburg	Dauphin	62	26	88
Johnstown	Cambria	55	26	81
King of Prussia/ Ft. Washington	Montgomery County, except Bala Cynwyd (See also Philadelphia, PA)	68	34	102
Lancaster	Lancaster	63	26	89
Lebanon	Lebanon County; Indian Town Gap Military Reservation	47	26	73
Mansfield	Tioga	49	26	75
Mercer	Mercer	54	26	80
Philadelphia	Philadelphia County; city of Bala Cynwyd in Montgomery County	77	34	111
Pittsburg/ Monroeville	Allegheny	60	26	86
Reading	Berks	49	26	75
Scranton	Lackawanna	52	26	78
Shippingport	Beaver	44	26	70
Somerset	Somerset	58	26	84
State College	Centre	46	26	72
Uniontown	Fayette	73	26	99
Valley Forge	Chester	68	34	102
Warminster	Bucks County; Naval Air Development Center	53	26	79
Wilkes-Barre	Luzerne	54	26	80
York	York	52	26	78
RHODE ISLAND				
East Greenwich	Kent County; Naval Construction Battalion Center, Davisville	56	26	82
Newport	Newport	83	34	117
Providence	Providence	74	26	100
Quonset Point	Washington	44	26	70

Per Diem Locality		Maximum Lodging Amount	M&IE Rate	Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+ (b)	= (c) 4/
SOUTH CAROLINA				
Charleston	Charleston & Berkeley	51	26	77
Columbia	Richland	48	26	74
Greenville	Greenville	42	26	68
Hilton Head	Beaufort	86	34	120
Myrtle Beach	Horry County; Myrtle Beach AFB	73	26	99
Rock Hill	York	45	26	71
Spartanburg	Spartanburg	44	26	70
SOUTH DAKOTA				
Rapid City	Pennington	51	26	77
Sioux Falls	Minnehaha	45	26	71
TENNESSEE				
Chattanooga	Hamilton	41	26	67
Columbia	Maury	49	26	75
Gatlinburg	Sevier	61	26	87
Johnson City	Washington	54	26	80
Kingsport/Bristol	Sullivan	44	26	70
Knoxville	Knox County; city of Oak Ridge	49	26	75
Memphis	Shelby	50	26	76
Nashville	Davidson	52	26	78
Shelbyville	Bedford	52	26	78
TEXAS				
Abilene	Taylor	41	26	67
Amarillo	Potter	46	26	72
Austin	Travis	55	26	81
Bay City	Matagorda	41	26	67
Brownsville	Cameron	41	26	67
Brownwood	Brown	42	26	68
College Station/ Bryan	Brazos	43	26	69
Corpus Christi	Neuces	54	26	80
Dallas/Fort Worth	Dallas & Tarrant	74	34	108
Denton	Denton	47	26	73
El Paso	El Paso	49	26	75
Galveston	Galveston	53	26	79
Granbury	Hood	57	26	83
Houston	Harris County; L. B. Johnson Space Center & Ellington AFB	62	34	96

Per Diem Locality		Maximum Lodging Amount		M&IE Rate		Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(a)	+	(b)	=	(c) 4/
Lajitas	Brewster	56		26		82
Laredo	Webb	48		26		74
Longview	Gregg	42		26		68
Lubbock	Lubbock	48		26		74
McAllen	Hidalgo	49		26		75
Midland/Odessa	Ector & Midland	48		26		74
Nacogdoches	Nacogdoches	43		26		69
Plainview	Hale	45		26		71
Plano	Collin	74		26		100
San Antonio	Bexar	50		26		76
Temple	Bell	42		26		68
Waco	McLennen	45		26		71
Wichita Falls	Wichita	41		26		67
UTAH						
Bullfrog	Garfield	69		26		95
Salt Lake City	Salt Lake County; Dugway Proving Ground & Toole Army Depot	60		26		86
VERMONT						
Burlington	Chittenden	43		26		69
Rutland	Rutland	50		26		76
White River Junction	Windsor	56		26		82
VIRGINIA						
(For the cities of Alexandria, Fairfax, and Falls Church, and the counties of Arlington, Fairfax, and Loudoun, see District of Columbia)						
Blacksburg	Montgomery	57		26		83
Bristol*		45		26		71
Charlottesville*		52		26		78
Manassas/ Manassas Park*	Prince William County	52		26		78
Norfolk* (Also Virginia Beach, Portsmouth Hampton, Newport News & Chesapeake*)	York County; Naval Weapons Station, Yorktown	55		26		81
Petersburg*	Fort Lee	44		26		70
Richmond*	Chesterfield & Henrico Counties; also Defense Supply Center	56		26		82
Roanoke*	Roanoke County	49		26		75
Wallops Island	Accomack	51		26		77
Williamsburg*		62		34		96

* Denotes independent cities.

Per Diem Locality		Maximum Lodging Amount		M&IE Rate		Maximum Per Diem Rate
Key City 1/	County and/or other defined location 2/ 3/	(c)	+	(b)	=	(c) 4/
WASHINGTON						
Everett	Snohomish	55		26		81
Kelso/Longview	Cowlitz	46		26		72
Seattle	King	60		34		94
Spokane	Spokane	47		26		73
Tacoma	Pierce	41		26		67
Tumwater/Olympia	Thurston	48		26		74
Vancouver	Clark	49		26		75
WEST VIRGINIA						
Beckley	Raleigh	43		26		69
Charleston	Kanawha	49		26		75
Harpers Ferry	Jefferson	48		26		74
Huntington	Cabell	43		26		69
Morgantown	Monongalia	46		26		72
Wheeling	Ohio	41		26		67
WISCONSIN						
Brookfield	Waukesha	50		26		76
Eau Claire	Eau Claire	48		26		74
Green Bay	Brown	45		26		71
Kewaunee	Kewaunee	58		26		84
La Crosse	La Crosse	48		26		74
Lake Geneva	Walworth	75		26		101
Madison	Dane	56		26		82
Milwaukee	Milwaukee	55		26		81
Minocqua/ Rhinelander	Oneida	45		26		71
Mishicot	Manitowoc	55		26		81
Oshkosh	Winnebago	53		26		79
Sturgeon Bay	Door	46		26		72
Wausau	Marathon	48		26		74
Wautoma	Waushara	46		26		72
Wisconsin Dells	Columbia	45		26		71
WYOMING						
Cheyenne	Laramie	43		26		69
Cody	Park	42		26		68
Gillette	Campbell	42		26		68
Jackson	Teton	57		26		83
Thermopolis	Hot Springs	41		26		67

1/ Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."

2/ Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties."

3/ Military installations or Government-related facilities (whether or not specifically named) that are located partially within the city or county boundary shall include "all locations that are geographically part of the military installation or Government-related facility, even though part(s) of such activities may be located outside the defined per diem locality."

4/ Federal Agencies may submit a request to GSA for review of the subsistence cost in a particular city or area where the standard CONUS rate applies when travel to that location is repetitive or on a continuing basis and travelers' experience indicate that the prescribed rate is inadequate. Other per diem localities listed in this appendix will be surveyed on an annual basis by GSA to determine whether rates are adequate. Requests for subsistence rate adjustments shall be submitted by the agency headquarters office to the General Services Administration, Federal Supply Service, Attn: Travel and Transportation Regulations Staff (FBR), Washington, DC 20406. Agencies should designate an individual responsible for reviewing, coordinating, and submitting to GSA the requests from bureaus, subagencies, etc. Requests for rate adjustments shall include a city designation, a description of the surrounding location involved (county or other defined area) and a recommended rate supported by a statement explaining the circumstances that cause the existing rate to be inadequate. The request must also contain an estimate of the annual number of trips to the location, the average duration of such trips, and the primary purpose of travel to the locations.

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Federal Emergency Management Agency (FEMA)
Directives System Directive Number:
FD 010-6 Revision Number: 01
Issue Date: 06/14/2012

FEMA RESERVIST PROGRAM

I. Purpose

This Directive provides national-level, agency-wide policy for the administration, implementation, and oversight of the Federal Emergency Management Agency's (FEMA) Reservist Program.

II. Scope

This Directive is generally applicable to all FEMA personnel and organizational elements.

III. Supersession

This Directive supersedes FEMA Instruction 8600.1, Disaster Assistance Employee Program, dated June 21, 1991, except FEMA Instruction 8600.1 shall be applicable to Disaster Assistance Employees appointed prior to the effective date of this Directive until such appointment terminates for any reason or expires.

IV. Authorities

The following authorities provide the foundation for the FEMA Reservist Program.

A. Section 503(b) of the Homeland Security Act of 2002, Pub. L. No. 107-296 as amended by Section 611 of the Post-Katrina Emergency Management Reform Act (PKEMRA), Pub. L. No. 109-295 (Oct. 4, 2006) (codified at 6 U.S.C. § 313(b)(2)(C)) assigned FEMA the mission to "develop a Federal response capability that, when necessary and appropriate, can act effectively and rapidly to deliver assistance essential to saving lives or protecting or preserving property or public health and safety in a natural disaster, act of terrorism, or other man-made disaster."

B. To accomplish FEMA's mission, PKEMRA (6 U.S.C. § 711) also requires the FEMA Administrator to establish and implement a Surge Capacity Force for deployment of individuals to respond to natural disasters, acts of terrorism, and other man-made disasters, including catastrophic incidents.

C. Section 306 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288, as amended (the "Stafford Act"), codified at 42 U.S.C. §§ 5121 et seq., provides FEMA with authority to appoint and fix the compensation of such temporary personnel as may be necessary, without regard to the provisions of title 5, United States Code, governing appointments in the competitive service.

V. Definitions

A. Activation – the call-up, deployment, or mobilization process that places a Reservist in a pay status for work at a specific disaster site, incident support site, training facility, or at home for training. Only the Incident Workforce Management Office (IWMO) can activate a Reservist.

B. Appointment – the act of placing a Reservist in FEMA employment.

C. Automated Deployment Database (ADD) – central database used to ensure the accuracy of employee information and deployment records, determine workforce readiness, track personnel, and generate accurate reports of FEMA deployment activity for use by the Department of Homeland Security (DHS)/FEMA management.

D. Break in Service- the point at which a Reservist no longer works in the Federal Government, except that a period without appointment of up to three calendar days is not considered to be a break in service.

E. Cadres – national-level groups of personnel organized by operational function and FEMA Qualification System (FQS) Position.

F. Certification – completion of a Position Task Book (PTB) by a "Trainee" for an incident management or incident support position in FQS, as determined by an evaluator, which results in a designation of "Qualified" for that position.

G. Conditions of Employment – the conditions with which all Reservists must comply to maintain an Appointment.

H. Demobilization – the release of an employee from a deployment.

I. Duty Station of Record (or Official Duty Station) – the Reservist's address of primary residence.

J. FEMA Qualification System (FQS) – a performance-based system for certifying FEMA employees as "Qualified" or "Trainees" in incident management and incident support positions. Certification is based on successful completion of required experience, required training, and demonstrated performance.

K. Force Structure – a FEMA model that establishes personnel staffing requirements for each of three disaster event levels and catastrophic events, thereby determining the personnel required for FEMA to respond adequately. The resulting workforce model enables FEMA to not only respond to all-hazards incidents, but plan for training, equipment, and personnel costs.

L. FQS Position – a disaster-specific assignment with a defined set of tasks, duties, and responsibilities.

M. Incident Qualifications and Certification System (IQCS) – The Incident Qualifications and Certification System (IQCS) is an information system that tracks training and certifications for FQS. IQCS is a Federal Interagency application that allows the sharing of training and certification data across all involved agencies. The four major functions that IQCS performs are Certification Standards Management, Training Management, Workforce Analysis, and Incident Responder Management.

N. Paid Leave- Sick Leave accrued while in an active status.

O. Position Task Book (PTB) – a book containing a general description of the critical competencies, activities, and tasks required to become certified for an incident management or incident support FQS position. PTBs are designed in a format that allows documentation of an employee's performance, experience, and training in given tasks.

P. Reservist – Employees hired under Stafford Act authority who work intermittently as required in support of disaster operations.

Q. Reservist Leave – A special form of unpaid leave available only to Reservists not activated for deployment or called upon to activate. When on approved Reservist Leave, a Reservist is not available to deploy on demand and the IWMO will not place them in rotation for deployment. Reservists may take up to 60 cumulative days per calendar year of Reservist Leave when not deployed. Unexpended Reservist Leave may not be carried over from one calendar year to a subsequent calendar year.

R. Reservist Military Leave – leave for members of the National Guard or Reserve components of the U.S. Armed forces while called to active duty, and in accordance with 5 U.S.C. § 6323, except that FEMA Reservists shall not receive compensation or be in a pay status for any period of Reservist Military Leave. A Reservist who presents valid military activation orders shall be entitled to military leave for the entire period covered by the military orders.

S. Special Qualifications – unique skill or ability not required for core FQS certification, but valuable to Agency operations, including professional certifications (such as warranted contracting officers versus non-warranted contracting specialists), professional skills (such as a language), or unusual certifications required for particular assignments (e.g. HAZMAT qualification);

T. Staffing Point of Contact (SPOC) - An ADD User designated by an Regional Administrator (RA), a Federal Coordinating Officer (FCO), and/or a Federal Disaster Recovery Coordinator (FDRC) and recognized by the IWMO Deployment Unit as the local authority on staffing and deployment policies and procedures. The SPOC acts as a liaison on behalf of local management in matters of centralized deployment, and prepares and monitors staffing pattern reports for local management.

U. Supervisor – the individual on-site or in virtual communication with an activated Reservist and authorized by FEMA to exercise independent judgment to direct that Reservist.

VI. Concept of Operations

A. The Reservist Program builds and sustains a robust, well-trained, deployable, and available corps of Reservists who can focus on the needs of disaster survivors and their communities by performing FEMA mission functions effectively and efficiently in accordance with FEMA's legal authorities, policies, and procedures.

B. The FEMA Reservist Program operates under the following guiding principles:

1. FEMA is an expeditionary agency. FEMA's fundamental goal is to serve the Nation by helping its people and first responders, especially when they are most in need. To meet this goal, FEMA deploys Reservists and other personnel to deliver FEMA programs consistently and effectively to disaster survivors.

2. Qualified, well-trained, well-led, well-equipped, and reliably available Reservists are essential to effective and consistent program delivery and mission accomplishment.

3. FEMA develops and implements fair, equitable, and transparent policies and procedures to recruit, select, certify, and retain highly qualified U.S. citizens to serve as emergency managers in the FEMA Reservist Program.

4. All FEMA Reservists are national assets subject to activation and deployment nationwide at any time and certified for specific incident management and support positions through experience, training, and demonstrated performance in accordance with FQS.

5. FEMA Reservists, individually and collectively, will be prepared at all times to activate and deploy quickly, decisively, efficiently, effectively, and consistently to respond to and recover from Stafford Act emergencies and major disasters.

6. FEMA leaders ensure on-going and functional two-way communications with Reservists regardless of activation status, including Reservist participation in all FEMA-wide activities and events to the fullest extent permitted by law.

C. The FEMA Reservist Program depends on a unified team of geographically dispersed members with common objectives that support the Agency's mission. This Directive implements a collaborative, multidisciplinary approach to support the geographically dispersed team.

D. The team approach integrates the capabilities and capacity of Headquarters offices, Regions, and Joint Field Offices (JFOs) with those of Reservist cadres and individual Reservists into a comprehensive, high quality, cost-effective deployment enterprise. Effective management of the dispersed collaborative team requires the commitment and support of leaders at every level of the organization, the active participation of every Reservist and FEMA employee engaged in implementing the Reservist Program, and coordinated communications. The following paragraphs provide a narrative overview of how the collaborative team approach integrates the capabilities and capacity of the enterprise.

1. The central feature and greatest asset of the Reservist Program is the individual Reservist. Working on an on-call, intermittent basis, FEMA Reservists are Federal employees who form the nucleus of FEMA's incident workforce. Reservists staff Joint Field Offices (JFOs) and Disaster Recovery Centers (DRCs), interviewing disaster survivors, conducting and verifying damage assessments, providing administrative, financial, and logistical support and performing a wide variety of other tasks as identified by staffing needs and operational requirements.

2. Reservist Program Managers (RPM) assigned to each Headquarters Directorate and Office manage national-level groups of Reservists organized by operational function and FQS Position. RPMs coordinate with the Response Directorate, Incident Workforce Management Office (IWMO) and the Office of the Chief Component Human Capital Officer (OCCHCO) on programmatic and management functions, and to recruit the best-qualified U.S. citizens to serve as FEMA Reservists.

3. Upon entering on duty, the IWMO provides the infrastructure and delivery systems to ensure FEMA trains and certifies all Reservists in at least one primary disaster specific job title in FQS. Reservists may qualify for up to three subordinate job titles, where applicable, located in the career progression path of their primary job title. The RPMs, working with their respective program and Regional offices, provide the content and instructors for this training, which continues in the field under the general management of the FCOs and Federal Disaster Recovery Coordinators (FDRCs).

4. RAs, FCOs, and FDRCs are the principal "users" of the Reservist Program system. Those users require a robust, well-trained, deployable, and available corps of FEMA Reservists who can perform mission functions effectively, efficiently, consistently, and on-demand in accordance with FEMA's legal authorities, policies, and procedures.

5. As the principal users, RAs, FCOs, and FDRCs establish the personnel resource requirements factoring in assets already assigned to the Region and/or JFO (permanent full time and Cadre of On-Call Response/Recovery Employee (CORE) employees assigned to the Region), they set and

communicate to the IWMO their disaster-specific staffing requirements for each Stafford Act incident, by FQS position title.

6. The IWMO identifies the personnel resources to meet requirements and is responsible for getting the RAs, FCOs, and FDRCs the Reservist and other forces they require by managing centralized systems of deployment, administrative, logistical, and management support for enterprise-wide and cross-program requirements.

7. The IWMO identifies and selects the FQS qualified Reservist personnel from the FEMA Headquarters Program Offices, which train, maintain, and provide program policy for distinct Reservist Cadres. Each Cadre has at least one designated, full-time RPM at Headquarters responsible for a wide range of steady state cadre-specific sustainment, communication, and engagement activities, including ensuring that Reservists in their cadres are trained, available, and ready to perform incident management and support functions in accordance with FQS.

8. In response to RA, FCO, and FDRC requests, the IWMO centrally deploys fully equipped, FQS certified Reservists and Trainees in specific FQS positions from Cadres managed by the RPMs. Upon arrival in the field, typically at a JFO, Reservists join the incident management and support organization under the day-to-day direction of on-site FQS certified supervisors, and perform work that corresponds to their FQS position task book. Those on-site supervisors manage day-to-day Reservist performance, referring certain matters of recognition and discipline to the RPM and/or IWMO to ensure consistent, nationwide application of policy. RAs, FCOs, FDRCs, and Supervisors provide ongoing and after-action feedback to the RPMs and IWMO aimed at refining and improving the overall Reservist Program.

9. Several Headquarters elements play important and continuing roles in supporting the Reservist Program, including the Mission Support Bureau (MSB), the Office of the Chief Financial Officer (OCFO), the Logistics Management Directorate (LMD), the Office of External Affairs (OEA), the Office of Equal Rights, and a Reservist Ombuds within the Office of Chief Counsel (OCC). The Emergency Management Institute (EMI), and Disaster Field Training Office (DFTO) provide all necessary and appropriate training support as directed by the Assistant Administrator for Response. These elements work closely, when appropriate, with RAs, Regional Offices, FCOs, FDRCs, the IWMO, RPMs, and individual Reservists to ensure mission success.

VII. Responsibilities

Collaborative teams that provide continuous, supportive, and effective management for Reservists throughout the course of their specific deployments, as well as during their overall appointments with FEMA, are the key component in executing the Reservist Program. This section sets forth the roles and responsibilities of each member of the team.

A. **Associate Administrator for Response & Recovery –**

1. Provides overall strategic vision, leadership, and direction for the development and implementation of the Federal response capability required by law.

2. In consultation with OCCHCO and the leadership of the affected program office, and when necessary for effective mission accomplishment, may:

   a) Approve variations to the pay scale set forth in section VIII.A.3 of this Directive for certain FQS positions with unique requirements (including licensure and/or mandatory compliance with codes of professional responsibility); and

   b) In extraordinary circumstances when FEMA requires a Reservist to deploy away from home to a single temporary work location for more than 50 weeks (but less than 24 months), authorize a Temporary Change of Station in accordance with the Federal Travel Regulations.

B. **Associate Administrators and Headquarters' Office Chiefs Reporting Directly to the Administrator** –

1. In coordination with the IWMO, establish and maintain cadres of Reservists based on operational requirements informed by RAs, FCOs, and FDRCs, organized by operational function, and programmatically managed by an RPM, as necessary to execute this Directive;

2. Provide overall strategic vision, leadership, and direction for the development and operation of each Reservist Cadre for which they are responsible;

3. For each Reservist Cadre for which they are responsible, appoint an RPM (who may be a CORE or PFT) whose primary duty is to carry out the RPM responsibilities under this Directive;

4. Provide the RPM sufficient staff, authority, and resources to carry out those responsibilities, including at least one CORE Assistant RPM, and one additional CORE Assistant RPM for every 400 Reservists authorized to the cadre by the effective Force Structure model. In requesting and assigning CORE Assistant RPMs, Associate Administrators and Office Chiefs shall first

consider and utilize employees already performing these duties at the time this Directive becomes effective before requesting additional personnel; and

5. Subject to the availability of appropriate funds, include Reservists in all Program-wide activities and events that are applicable to Reservists, including to providing Reservists with timely notice and access to participate in such events.

C. **Assistant Administrator for Response** –

1. Ensures FEMA establishes and maintains a sufficient and capable force structure and disaster workforce to respond to Stafford Act major disasters and emergencies;

2. Provides overall leadership and direction to, and oversight of, the FEMA Reservist Program;

3. In consultation with OCCHCO, OCC, and the Office of Equal Rights (OER), the Office of Policy and Program Analysis and the program offices represented by the RPMs, establishes enterprise-wide and cross-program policies and procedures affecting the Reservist work force;

4. Approves all policies regarding Reservist work force appointments, pay, and benefits;

5. In coordination with the OEA and the RPMs, maintains ongoing and effective two way communication with Reservists through the internet, intranet, webinars, podcasts, town halls, call centers, and other appropriate methods; and

6. Ensures through Agency-wide oversight that the coordination, implementation, and management of the Reservist Program comply with applicable federal laws and regulations, executive orders, and internal Agency policy.

D. **Director of the IWMO** –

1. In coordination with the RPMs, determines the number of Reservist personnel in each FQS position based on force structure as necessary to meet FEMA mission requirements articulated by RAs, FCOs, and FDRCs;

2. In consultation with OCCHCO, OCC, and the Office of Equal Rights (OER), the Office of Policy and Program Analysis and the program offices represented by the RPMs, establishes and disseminates Reservist work force policies and procedures to recruit, select, appoint, re-appoint, deploy, evaluate, recognize, discipline, and terminate Reservist personnel fairly, transparently, and efficiently;

3. Collects and maintains information and statistical data necessary to:

    a) Assess overall Reservist work force readiness, capabilities, force structure, functions, processes, and management;

    b) Manage and support the Incident Qualifications and Certification System (IQCS);

    c) Track and account for all Reservists' availability, readiness, deployment and performance history, training, and FQS qualifications;

    d) Maintain a comprehensive list of individual workforce positions to be filled by FEMA Reservists by title, by program cadre, individual positions, and by pay grade; and

    e) Analyze and evaluate the work force model at least every three years to ensure that the model supports the accomplishment of FEMA's mission.

4. Oversees the management and readiness of the Reservist Program, including:

    a) Providing technical guidance and direction to RPMs and other members of the team in the Reservist Program's implementation;

    b) In coordination with OCCHCO,

    c) administration of the policies for recruiting, selection, hiring, activation, on-boarding, re-appointing, and termination of Reservists; and

    d) Development and execution of methods and sources for recruiting Reservists, including the use of websites, college placement offices, newspapers, radio ads, and vacancy announcements.

    e) In coordination with the RPMs, ensuring the Reservist Program workforce maintains a constant level of operational readiness;

    f) In coordination with RPMs and FEMA training institutions, IWMO will:

        1. Identify all Reservists' training requirements;
        2. Establish training schedules;
        3. Ensure individuals are provided requisite training; and
        4. When activated for training, arrange for travel functions for Reservists.

    g) In coordination with LMD, which issues the equipment, establishing policies and procedures to ensure accountable property provided to Reservists is retrieved at the conclusion of the Reservist appointment or when no longer needed;

h) Conducting operational planning to forecast FEMA's disaster work force needs, and conforming FEMA's Force Structure to anticipated operational needs;

i) Leading a semi-annual review to determine whether FEMA has fulfilled the staffing requirements of the Reservist work force model; and

j) Maintaining a current list of approved variations to the Reservist pay scale.

k) Oversees the implementation of FQS within the Reservist community, including:

1. Implementing FQS to include providing all funding associated with the delivery of FQS training, the oversight of FQS certification requirements, and compiling FQS certification information about all Reservist personnel;

2. Ensuring all Reservists are trained and certified in at least one primary disaster specific job title in FQS;

3. Assigning each Reservist to a specific work unit at the time of deployment to meet requirements established by the RA, FCO, or FDRC;

4. Considering and acting on recommendations by RAs, FCOs, and FDRCs for name-request deployments in accordance with Section IX.D.3-6 of this Directive; and

5. Facilitating and coordinating timely and effective delivery of enterprise-wide and cross-program cadre training, including working with the RPMs, Emergency Management Institute (EMI) and the Training, Exercise, and Doctrine (TED) unit of the Response Directorate.

2. Oversees the **deployment** of all Reservists, including

a) Deploying Reservists in accordance with mission requirements established by RAs, FCOs, and FDRCs, and the Force Structure;

b) Ensuring that deployments are executed rapidly, efficiently, and effectively, and establishing and updating policies and procedures as necessary to achieve these objectives;

c) Making optimum use of the skills and abilities of the entire Incident Workforce, including the Reservist workforce;

d) Approving requests for sub-specialty (e.g., language skills, HAZMAT qualifications, warranted contracting officers) activations from RAs,

FCOs, and FDRCs to fill certain FQS positions requiring special qualifications;

e) In coordination with the RAs, FCOs, FDRCs, and RPMs, will make every effort to meet FEMA's goal of deploying each Reservist at least once every 12 months;

f) Approving or denying requests from RAs, FCOs, and FDRCs to deviate from the established deployment roster in accordance with section IX.D.5 of this Directive in coordination with the RPMs; and

g) Compile and submit monthly to the Assistant Administrator for Response, a record of name-specific requests and deployments, noting, as appropriate, any trends and making recommendations aimed at meeting recurring operational needs while minimizing name requests. The IWMO shall maintain these monthly reports for three years, unless an applicable record retention schedule specifies a longer period.

3. Approves any changes in the Reservist Force Structure;

4. Publishes

   a) An annual Reservist Program work force summary; and

   b) Reservist policies, procedures, forms, and other documents, making the greatest and most efficient possible use of electronic information systems;

5. In coordination with OEA and RPMs, ensures that policies and procedures established in this Directive and related instructions are widely disseminated to all FEMA organizational elements and all Reservists; and

6. In consultation with OEA and RPMs, coordinates enterprise-wide communications for Reservist issues in order to provide consistent and transparent messaging with Reservists, both activated and deactivated, through the coordinated use of email, websites, webinars, podcasts, and other outreach regarding policies, procedures, training, and workforce initiatives.

E. **Regional Administrators (RAs), Federal Coordinating Officers (FCOs), and Federal Disaster Recovery Coordinators (FDRCs)** —

1. Anticipate, set, and communicate to the IWMO disaster-specific requirements for forces as Stafford Act incidents arise, and update those requirements as often as is appropriate, after assessing and assigning permanent full-time and CORE employees assigned to the Region;

2. Request sub-specialty activations from the IWMO to fill certain FQS positions requiring special qualifications;

3. Designate a dedicated Staffing Point of Contact (SPOC) to coordinate with the IWMO for deployments;

4. May request through the IWMO and in coordination with the RPMs, the deployment of individual Reservists by name in accordance with Section IX.C.5 of this Directive;

5. Assign each Reservist to a specific supervisor upon notification by IWMO that the Reservist has been deployed, and ensure that the supervisor is accountable to monitor, address, and document the Reservist's performance and conduct during deployments;

6. Oversee administrative requirements for deployed Reservists assigned to their organization, including WebTA, and travel;

7. Release Reservists from deployment as warranted by operational requirements and staffing pattern reports;

8. Support qualification boards and credentialing of Reservists, including deployment of qualified FQS evaluators as may be necessary

9. Assist the IWMO and RPMs in providing training to Reservists, to include making subject matter experts available as instructors, making facilities available as training venues, and making recommendations to IWMO; Training, Exercises and Doctrine (TED); and RPMs regarding the content and administration of FQS training;

10. In coordination with the IWMO and RPMs, support and create opportunities to meet FEMA's goal of deploying each Reservist at least once every 12 months; and

11. Continuously assess operational requirements in the field and recommend to the IWMO modifications to FEMA's Force Structure, Reservist work force, and cadre management, policies, procedures, and staffing to meet those requirements.

F. **Reservist Program Managers (RPM)** –

1. In coordination with OCCHCO and IWMO, recruit and select Reservist personnel for their respective cadres in accordance with processes approved by the IWMO;

2. In coordination with IWMO,

a) Ensure that Reservists assigned to their cadre are trained in accordance with FQS and mission ready;

b) As authorized by FQS, sets cadre-specific requirements for the necessary training, certification, and equipping of each Reservist member as required to be an effective emergency manager while deployed;

c) Take appropriate active measures to ensure consistency in the delivery of program services by Reservists in their cadre, including oversight, training, and site visits; and

d) Evaluate program effectiveness based on analysis of mission performance, including feedback from RAs, FCOs, and FDRCs, and implement improvements and changes as needed through FQS and other management tools.

3. In coordination with the IWMO, RAs, FCOs, and FDRCs, will make every effort to meet FEMA's goal of deploying each Reservist at least once every 12 months;

4. Coordinates all messaging and communication to Reservists with the Office of External Affairs;

5. Implement FQS for their cadres, including--

   a) Develop, review, update, and assign training and PTBs for each Reservist in their cadre based on force structure;

   b) Provide and/or arrange for personnel, subject matter expertise, instructors, and technical support to the IWMO for the development and delivery of FQS and other related Reservist training;

   c) Approve FQS certifications of all Reservists in their cadres;

   d) Continue to develop their cadres through updating guidance, and drafting and revising cadre-specific manuals, standard operating procedures, and best practices.

6. Provide day-to-day guidance and support for deployments;

7. Retain performance evaluations and all other documents related to the performance and/or conduct of the Reservist during each deployment;

8. Approve or deny requests for Reservist Leave and notify the IWMO;

9. Oversee and manage the resignation process when a Reservist submits the resignation notification;

10. In consultation with OCCHCO, promptly review and respond to supervisor recommendations for adverse personnel actions against Reservists, to include discipline or termination;

11. When appropriate, initiate adverse personnel actions against Reservists, to include discipline or termination, ensuring that the reasons for any such action are documented, and that the proposed action and documentation are forwarded to OCCHCO for further action;

12. Decide whether and when to terminate or renew the appointments of Reservists assigned to their cadre;

13. Forward all requests from Reservists for reasonable accommodations pursuant to Section 501 of the Rehabilitation Act of 1973 to OER and/or IWMO for decision in accordance with FEMA Manual 1430.1;

14. Assess cadre readiness, capabilities, force structure, and management, and report unmet needs or cross-program policy matters requiring resolution at least annually;

15. Review the work performance of each Reservist assigned to their Cadre no less than every two years, retaining only those whose performance and conduct demonstrate compliance with the Conditions of Employment and other applicable policies;

16. Collect and analyze appropriate metrics and statistics to support the cadre, program, and mission; and

17. Publish cadre-specific procedures, forms, and other documents, making the greatest and most efficient possible use of electronic information systems.

G. **Office of the Chief Component Human Capital Officer (OCCHCO)** —

1. In coordination with the IWMO and RPMs, develop and implement standardized policies and procedures for all Reservist personnel actions to ensure nationwide consistency across the Reserve Program;

2. Administer the Reservist work force pay and benefits in accordance with policies approved by the Assistant Administrator for Response;

3. Administer the Reservist recruiting process;

4. Provide direct support to Reservists with respect to individual issues requiring action in connection with the administration of pay, benefits, and other personnel matters;

5. Maintain records of all Reservist personnel actions – including but not limited to selection, appointment, re-appointment, termination, resignation processing, and as required by applicable records retention policies;

6. When activated for training, arrange for WebTA and timekeeping functions for Reservists.

H. **Office of the Chief Security Officer** – Implement standardized policies and procedures for verifying personal identity, validating suitability, conducting background checks, and authorizing facility access and issuing identification badges for FEMA reservists to ensure nationwide consistency across the Reserve Program.

I. **Office of the Chief Financial Officer (OCFO) –** Manage the processing and maintenance of government credit cards for the Reservists.

J. **Logistics Management Directorate (LMD)** —

1. Issue and maintain formal accountability for equipment to Reservists at the first deployment and coordinate with field logistics operations personnel and IMWO to retrieve such equipment from the Reservist at the conclusion of Reservist appointments or when no longer needed. LMD will be responsible for coordinating the procurement and distribution of standard distinctive clothing to the Reservists.

2. Order replacement or coordinate repair of selected government-furnished equipment, as necessary;

3. Initiate and coordinate completion of the reports of survey in accordance with applicable agency directives for government furnished equipment reported as lost or damaged; and

4. Coordinate with the FEMA Office of the Chief Information Officer (OCIO) on the distribution and property accountability of any electronic communications equipment and systems that are provided through the OCIO as appropriate.

K. **Director, Office of External Affairs (OEA)** –

1. Support and assist in the wide dissemination of policies and procedures established in this Directive and related instructions to all Reservists; and

2. Provide strategic guidance and execution support in maintaining and improving consistent, accurate, and useful two-way communications with all Reservists regardless of activation status.

L. **Director, Office of Equal Rights (OER)** —

1. In coordination with IWMO and RPM, makes final decisions on Reservist requests for reasonable accommodations pursuant to Section 501 of the Rehabilitation Act of 1973 and in accordance with FEMA Manual 1430.1;

2. Responsible for providing civil rights, equal employment opportunity, sexual harassment, diversity, and other non-discrimination training, processing complaints of discrimination involving affirmative employment, a discrimination-free work place, and equal access to FEMA programs and benefits in accordance with Agency policy, which, along with other OER resources, is available at http://www.fema.gov/oer/; and

3. Provides guidance and technical assistance regarding the interpretation and application of the Agency's non-discrimination policies, Stafford Act non-discrimination elements, and federal non-discrimination laws, regulations and executive orders.

M. **Supervisors of Reservists** —

1. Provide day-to-day supervision of the performance and conduct of deployed Reservists and assign work that corresponds to their FQS certifications;

2. Facilitate and assist in the training, mentoring, retention, and career management of all Reservists under their supervision;

3. Ensure that Reservist personnel are:

   a) Assigned duties corresponding to their FQS certifications and training; and

   b) Properly equipped to perform their duties;

4. Account for and validate the documentation of hours worked by Reservists for purposes of pay administration, including WebTA;

5. Refer recommendations for adverse personnel actions against Reservists, to include discipline or termination, ensuring that the reasons for any such action are documented, and that the recommendation for the proposed action and documentation are forwarded to the RPM for review and coordination with the OCCHCO and IWMO;

6. Complete performance evaluations for all Reservists under their supervision prior to the Reservist's demobilization;

7. Provide copies of the performance evaluations and all other documents related to the performance and/or conduct of the Reservist during each deployment to the RPMs within 30 days of the date of demobilization; and

8. Forward all requests from Reservists for reasonable accommodations pursuant to Section 501 of the Rehabilitation Act of 1973 to OER/IWMO for decision in accordance with FEMA Manual 1430.1.

N. **Reservists**—

1. Comply with the Conditions of Employment and all other applicable Agency directives to ensure their readiness and availability to deploy as needed in accordance with this Directive;

2. Maintain readiness and availability for deployment at all times except as provided in sections IX.D.8 and IX.D.10 of this Directive;

3. If a reservist has more than one residence, designate to the IWMO and their RPM one address as the duty station of record to which all correspondence from FEMA will be directed;

4. Maintain and complete assigned FQS Position Task Books;

5. Comply with the timely completion of training requirements as directed by the IWMO and/or their RPM;

6. Maintain a government issued travel charge card in good standing at all times;

7. Respond to calls, emails, and deployment requests at the earliest possible time and, in all cases, within 24 hours;

8. Promptly check in and out with the IWMO upon arrival at and departure from a deployment site;

9. Contact ADD upon arrival at deployment, after every duty station change, and when demobilized;

10. Maintain government furnished equipment in accordance with Agency directives;

11. Report lost, stolen or damaged government furnished equipment in their custody or under their control to their supervisor within 24 hours of becoming aware of the loss, theft, or damage, or sooner if practicable;

12. Return government furnished equipment when directed to do so by the supervisor or prior to the expiration or termination of their appointment, whichever comes first;

13. Reservists requiring the assistance of a neutral and impartial party to discuss concerns and evaluate options regarding systemic problems and issues affecting the Reservist Program (other than matters for which OER is primarily responsible), may contact the Reservist Ombuds;

14. Request a reasonable accommodation pursuant to Section 501 of the Rehabilitation Act of 1973 and in accordance with FEMA Manual 1430.1 from their RPM or Supervisor, as appropriate.

15. Initiate complaints involving affirmative employment, a discrimination-free work place, and equal access to FEMA programs and benefits in accordance with Agency policy, with the Agency through OER. Resources are available at http://www.fema.gov/oer/; and

16. Comply with the ethics statutes in Title 18, United States Code, and the implementing ethics regulations promulgated by the Office of Government Ethics. See http://on.fema.net/components/oocc/Pages/OCCEthics.aspx for details.

O. **Reservist Ombuds** –

1. Reports to the Chief Counsel, who provides oversight and administrative support to the ombuds function and staff;

2. Works with individual Reservists and groups of Reservists to explore and assist them in determining options to help resolve conflicts, problematic issues or concerns;

3. Brings systemic concerns regarding the Reservist Program to the attention of the Deputy Administrator, as appropriate, and other Agency leaders for resolution; and

4. Does **not** handle or process discrimination issues in any manner— FEMA's OER will continue to be responsible for these issues;

VIII. Pay and Benefits

A. Pay.

1. FEMA pays Reservists only for those periods when they are activated by the IWMO and working or in a travel or training status. At all other times, Reservists remain FEMA employees in a non-pay status. Reservists are paid only for those hours that they work unless authorized by applicable Agency Directives. Reservists are not entitled to night shift differential payment. Reservists do not receive severance pay.

2. FEMA may hire Reservists into positions other than entry-level specialist positions, based on their knowledge, skills, and abilities, including special qualifications. The following general pay scale provides the baseline guidance used to implement this policy.

    a) Pay Grade R1 – Entry level specialists

    b) Pay Grade R2 – Specialists who are fully qualified in their assigned FQS specialist position

    c) Pay Grade R3 – Managers and Leaders (Strike Team, Crew, Squad, and Single Resource Leaders)

    d) Pay Grade R4 – Task Force Leaders, Branch Directors, Group Supervisors, Unit Leaders

    e) Pay Grade R5 – Command Staff Officers, Command Staff Advisors, and General Staff Section Chiefs

3. Recognizing that certain FQS positions have unique requirements (including licensure and/or mandatory compliance with codes of professional responsibility) that may require departure from this model, the Associate Administrator for Response and Recovery, in consultation with OCCHCO and the leadership of the program office for the specific position, may approve variations to the pay scale. The IMWO shall maintain a current list of approved variations.

4. DAEs holding active appointments who transition directly from the DAE Program into the Reservist Program before the end of calendar year 2012, ***without any break in service***, shall be paid at the DAE Program rate to which they were last entitled or the Reservist Program rate for their FQS position, whichever is higher. However, if an individual applies for a position that is ***subordinate*** to his/her qualified FQS position, then the individual will receive the pay rate of the subordinate position. ***If there is a break in service***, a former DAE who returns to the Reservist Program shall receive pay in accordance with sections VIII.A.3-4 of this Directive.

5. If the IWMO deploys a Reservist to perform in a subordinate FQS job title located in the career progression path of their primary FQS job title, FEMA shall pay the Reservist at the rate assigned for their primary FQS job title.

B. <u>Benefits</u>.

1. No Reservist will be entitled to civil service retirement by virtue of their employment as reservists.

2. Reservists who sustain injuries or illnesses while in the performance of duty may be eligible for benefits under the Federal Employees' Compensation Act (FECA).

3. Reservists have access to work life enhancement services through FEMA's Employee Assistance Program (EAP) at all times (activated or not). The EAP is a professional resource available to help employees resolve life challenges, be they large or small. FEMA provides this confidential service to its employees free of charge. Information will only be released with the employee's written permission (except as otherwise required by law). Employees may call the toll-free EAP number at 1-800-222-0364, 24 hours a day, 7 days a week. Employees can also access EAP services online at www.FOH4you.com.

IX. Policy

A. **Force Structure and Recruiting.**

1. The Assistant Administrator for Response, in coordination with program offices, shall determine the size of cadres by functional job category through analysis of historical deployment data, FEMA readiness requirements, FEMA's Force Structure, and availability factors.

2. Recruiting for Reservist cadres shall include efforts to hire the required number and distribution of positions identified by the FEMA Force Structure. In determining the sources and methods for recruiting Reservists, FEMA shall consider the most efficient means to recruit the best-qualified candidates for the specific positions, the FQS qualifications required to perform the duties, and non-discrimination and diversity requirements.

3. Reservists must be U.S. citizens. Pursuant to Federal law, the Agency may ascertain the fitness of applicants as to their age, health, character, knowledge, and ability before appointing them to the Reservist Program. The Agency shall not discriminate against any employee, applicant for employment, independent contractor or any other person on the basis of race, color, religion, National Origin, age (40 and older), disability, sex (sexual harassment), retaliation/reprisal, genetic information, sexual orientation or parental status. Performing the essential functions of a Reservist's job may require FEMA to provide reasonable accommodations under the Rehabilitation Act of 1973.

B. **Appointments, Re-appointments, and Resignations.**

1. FEMA provides Reservists with time-limited intermittent appointments in the excepted service. The appointment does not confer Federal competitive status on the appointee. Reservists' appointments shall not

exceed 24 months and shall expire biennially on the last day of the sixth pay period of each even-numbered year (the "NTE date").

2. FCOs, FDRCs, and RAs are authorized to administer the oath of office to newly appointed Reservists. These officials may delegate this authority. Additionally, the Administrator and appointed designees have the authority to administer the oath of office to newly appointed Reservists at FEMA headquarters, unless otherwise delegated.

3. The IWMO may not deploy Reservists until OCCHCO has approved the appointment package and the IWMO has notified the RPM that the hiring process is complete, IWMO has entered the employee into the deployment database as deployable, and the employee has an active government-issued travel charge card.

4. Reappointment decisions must give due consideration to FEMA's operational needs, the current and projected Force Structure, the Reservist's FQS qualification, and the Reservist's satisfactory conduct and performance.

5. The Agency may terminate a Reservist's appointment at any time prior to the not-to-exceed date, based on performance, conduct, or mission-related needs, including declining deployment three times within one 12-month period, while listed as "Available" in ADD.

6. Reservists may resign at any time prior to termination or expiration of their appointment to his/her RPM. Reservists must state in writing the reason for the resignation and the requested effective date at the time of resignation.

C. **Activation and Deployment.**

1. The IWMO shall activate and deploy Reservists in response to Stafford Act event-specific requirements established by RAs, FCOs, and FDRCs as outlined in sections VI.D.4-8 of this Directive. When a Reservist is deployed for field operations, the servicing field unit is responsible for WebTA, timekeeping, and travel authorizations.

2. Generally, the IWMO will not activate or employ Reservists to perform functions that full-time staff (permanent full-time or CORE) should appropriately perform. When approved by the Administrator, in consultation with the Chief Counsel, however, the IWMO may also activate and deploy Reservists for incidents absent a Stafford Act declaration. Such deployments will be coordinated with RPMs and may be subject to reimbursement by other Federal agencies.

3. Except as noted in sections IX.D.4-6 of this Directive, the IWMO shall activate and deploy Reservists for all incident management and incident

support assignments on a rotational basis by job title and FQS qualification level. In order to maintain proficiency and engagement of the entire Reservist Program, FEMA's goal is to deploy each Reservist at least once every 12 months. The length of deployment will depend on operational needs and available funding.

4. When necessary and appropriate for effective mission accomplishment, the IWMO may elect to modify or deviate from the rotation list by deploying those Reservists nearest to the location of disaster.

5. RAs, FCOs, and FDRCs must personally approve any request to the IWMO to deviate from the established rotational roster and deploy an individual Reservist by name. Given the Agency's strong policy preference to assign Reservists on a rotational basis, RAs, FCOs, and FDRCs should only request an individual Reservist for deployment by name rarely and for good cause shown, except as noted in section IX.D.6 of this Directive. In this context, "good cause shown" means that RAs, FCOs, and FDRCs shall submit a written statement to the Director, IWMO, explaining

   a) The special knowledge, skills, abilities, and/or experience the named Reservist possesses that other similarly situated Reservists do not possess; and/or

   b) Why the work of the position has a unique confidential or policy-determining relationship with the RA, FCO, or FDRC warranting deviation from the established rotational roster; and

   c) Why denial of the name request might impose an undue burden on mission accomplishment.

6. The work of Lead Legal Counsel, Legal Counsel, Equal Rights Advisors, Alternative Dispute Resolution Specialists, Security Specialists, Safety Specialist, and Medical Professionals involves legally privileged relationships and requires a unique confidential or policy-determining relationship with the RA, FCO, or FDRC. Accordingly, name requests for these positions (and these positions only) do not require written justification, and, subject to availability or higher Agency priorities, the IWMO and RPM shall accommodate such requests from RAs, FCOs, and FDRCs.

7. Individual deployments away from a Reservist's home of record to a single temporary work location have a maximum duration of 50 consecutive weeks. This policy is established to ensure that travel reimbursement payments do not become part of the Reservist's income for tax purposes in accordance with subsection 162(a) of the Internal Revenue Code (26 U.S.C. § 162(a)). In extraordinary circumstances when FEMA requires a Reservist to deploy away from home to a single temporary work location for more than 50 weeks (but less than 24 months), the Associate

Administrator for Response and Recovery may authorize a Temporary Change of Station in accordance with the Federal Travel Regulations.

8. FEMA requires Reservists to be available to deploy on 24 hours notice at all times during the term of their appointment unless on pre-approved through authorized Reservist Leave by their RPM. Reservists shall request Reservist Leave in writing from their RPM. When on Reservist Leave, Reservists are not available to deploy on demand and the IWMO will not place them in rotation for deployment. Reservists may take up to 60 days per year of unpaid Reservist Leave when not deployed. RPM shall grant Reservist Leave for periods of not less than 15 days per request. Reservists must be approved for leave prior to receiving a call to activate and deploy—RPMs shall not approve leave requests made in response to an activation request.

9. When not activated, Reservists shall respond to calls, emails, and deployment requests from the IWMO and RPM at the earliest possible time and, in all cases, within 24 hours of the transmission of the call or email. Failure to return a deployment request call/email from the IWMO within 24 hours of the IWMO placing the call or the time/date stamp on the email constitutes a declination to deploy.

10. If a Reservist listed as “Available” in ADD fails to deploy upon activation, IWMO shall document each such failure and maintain a record of it for three years, or longer if required by applicable records retention policies.

11. If a Reservist declines three deployments within one 12-month period while in an Available status, the IWMO in coordination with the RPM shall direct OCCHCO to terminate the Reservist’s appointment.

12. Reservists may not deploy or accept deployment if they do not hold a government-issued travel charge card in good standing. In the event a Reservist must decline a deployment request because their government-issued travel charge card is lost or suspended, the IWMO shall normally consider this a declination without reasonable cause unless:

    a) In the case of a lost card, the Reservist promptly reported the lost card prior to receiving the deployment request;

    b) In the case of suspension, the Reservist promptly followed all procedures for disputed charges prior to receiving the deployment request; or

    c) In the case of suspension, the Agency failed to timely and effectively process a properly submitted voucher, which caused the suspension.

D. **Training.**

1. FEMA shall train and certify all Reservists in accordance with FQS. All personnel shall carry out FQS operations in accordance with the *FEMA Qualification System Guide for Incident Management and Incident Support Positions* (available at http://www.fema.gov/about/employees/fqs.shtm) and other authorized FQS supporting documentation.

2. All Reservists shall receive training in government ethics, fraud detection and prevention, equal rights, privacy, and security.

3. The delivery of training shall take place in-person at FEMA Headquarters, EMI, FEMA Regions, JFOs, other field offices, and via the internet, and be by methods most effective and efficient for the government. RPMs may activate Reservists for up to two weeks annually solely to complete training, including through verified telework from home or a remote location.

4. When activated for training, OCCHCO is responsible for arranging WebTA and timekeeping for Reservists.

5. Reservists selected for trainee positions are not eligible for promotion to a higher pay grade until a Qualification Review Board has recommended them for certification and the proper Certifying Authority has certified them as "Qualified" for that FQS Position in accordance with the *Qualification/Certification Guide for Qualification Review Boards (QRBs) and Certifying Officials* (available at http://www.fema.gov/about/employees/fqs.shtm).

E. **Government Furnished Equipment.**

1. As soon as practicable after appointment, FEMA shall furnish each Reservist with appropriate mobile communication and/or computing equipment as determined by the RPM. Each Reservist is a custodian of any assigned government-furnished property issued to them by LMD, and is responsible for the proper use, care, and physical protection of all such property. The IWMO, LMD, or the RPM may recall government furnished equipment at any time and for any reason.

2. All Reservists are required to sign a Revocable License Agreement issued with government furnished equipment. By signing the Revocable License Agreement, the Reservist is acknowledging acceptance and responsibility of the equipment and becomes a Custodian of the equipment, as set forth in FEMA Directive 119-7, *Federal Personal Property Management Directive*. Violation of the Revocable License Agreement may result in disciplinary action, including termination of employment.

3. Reservists shall only use, display, or present their FEMA-issued Government identification card when activated and for lawful purposes.

F. **Awards and Recognition.**

1. Reservists are eligible to receive recognition awards for performance, achievements, innovations, and contributions toward meeting Agency goals and improving efficiency, effectiveness, and economy of the government. Except as otherwise noted in this Directive, Agency policies and directives on awards and recognition apply to Reservists.

2. On-site Supervisors and RPMs may make award determinations and shall report all awards to the IWMO.

3. Award types vary and, subject to the availability of appropriations, may include:

   a) Non-Monetary – awards that do not convey money. Recipients generally receive certificates and may receive other incidental items such as mugs, caps, etc.

   b) Monetary Annual- when award appropriations exist for Reservists, Supervisors may make cash awards for exceptional contributions, services, achievements, or quality work for an appropriate amount in accordance with effective FEMA guidance.

   c) Monetary On the Spot - when award appropriations exist for Reservists, Supervisors may make on the spot cash awards for exceptional contributions, services, achievements, or quality work on a disaster-by-disaster basis for an appropriate amount in accordance with effective FEMA guidance.

4. Reservists are ineligible for time-off awards.

X. References

A. FEMA Qualification System Guide

B. Qualification Review Board Guide

C. Evaluator’s Guide

D. FEMA Qualification System Position Task Books for all cadres and their positions

XI. Forms Prescribed

A. Request for Personnel Action, Standard Form 52

B. Performance Appraisal for the Disaster Assistance Program, FEMA Form 90-106

C. Revocable License Agreement

XII. Waivers and Exemptions

Where permitted by statute, waivers and exemptions to the provisions of this Directive shall be submitted in writing to the Director, IWMO for adjudication, unless otherwise provided for in this Directive.

XIII. Questions

Please direct questions or comments regarding this Directive to the Director for the Incident Workforce Management Office, via FEMA-IWMO-Program@dhs.gov.

William L. Carwile, III
Associate Administrator
Office of Response and Recovery

Date: 6/14/2012

FEDERAL EMERGENCY
MANAGEMENT AGENCY

INSTRUCTION

Date	Number	
June 21, 1991	8600.1	SL-DA

Disaster Assistance Employee Program

1. Purpose. This instruction revises the Federal Emergency Management Agency's (FEMA's) policies and procedures for the Disaster Assistance Employee (DAE) Program.

2. Applicability and Scope. The provisions of this instruction are applicable to all organizational elements in headquarters, regions, and Disaster Field Offices (DFO's) involved in Disaster Assistance Program (DAP) activities.

3. Supersession. This instruction supersedes FEMA Instruction 8600.1, Disaster Assistance Employee (DAE) Program, dated May 18, 1984, and changes 1, dated January 15, 1985, 2, dated May 3, 1985 and 3, dated September 26, 1985.

4. Authority. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law (PL) 93-288 as amended by PL 100-707 (the Stafford Act).

5. References.

a. Director's Policy Statement No. 6-83, Affirmative Action Program.

b. FEMA Instruction 8610.6, Augmentation Staffing For Disaster Operations.

c. FEMA Instruction 1030.2, Delegations of Authority for Personnel Administration.

d. FEMA Instruction 3200.1, Overtime Policy.

e. FEMA Instruction 1100.1, Standards of Conduct.

f. FEMA Manual 8600.3, Disaster Operations Manual, Volume II, chapter 23, Personnel Procedures for Disaster Assistance Employees.

g. FEMA Manual 3600.1, Superior Accomplishment Awards.

h. FEMA Manual 6200.1, Travel Regulations.

Distribution: B(HqDivChiefs)
F(FldDivChiefs)

6. Background.

a. Federal departments and agencies required to perform services authorized by the Stafford Act frequently do not have adequate permanent full time (PFT) staff to respond to disaster, emergency, or fire suppression declarations.

b. Congress recognized the requirement for Federal departments and agencies to rapidly expand their staffs in order to respond effectively to major disasters and emergencies by adding a special disaster hiring authority in the Stafford Act. The authority, in Section 306(b)(1), reads as follows:

> (b) In performing any services under this Act, any Federal agency is authorized --
>
> (1) to appoint and fix the compensation of such temporary personnel as may be necessary, without regard to the provisions of title 5, United States Code, governing appointments in competitive service;

c. The special disaster hiring authority is implemented through the DAE Program.

d. Certain limitations apply regarding the use of DAE's. DAE's are used only to perform disaster field activities directly related to specific disasters, emergencies, projects, or activities of a noncontinuous nature. DAE's are not an alternative to using PFT staff; rather, DAE's are an augmentation of PFT staffing.

7. Responsibilities. The Associate Director, State and Local Programs and Support Directorate (SLPSD), and the Director, Office of Personnel and Equal Opportunity (OPEO), have joint responsibility for the development of policies and procedures implementing the DAE Program.

a. The Associate Director, SLPSD, is responsible for the following:

(1) Developing an agencywide policy on the use of DAE's; and

(2) Developing policy and procedures for:

(a) Requirements and activations;

(b) Training and employee development;

(c) A program management information system;

(d) Program evaluation;

(e) Management of the DAE Program; and

(f) Review and concurrence on DAE reservists personnel actions by headquarters, DAP.

b. The Director, OPEO, is responsible for the following:

(1) The personnel administration of the DAE Program; and

(2) Developing policy and procedures for the following:

(a) Recruitment;

(b) Appointment process;

(c) Setting of pay levels and determining compensation levels;

(d) Conditions of employment; and

(e) Determination of job titles and functional statements.

c. Regional Directors are responsible for the recruitment, selection, training, use, and management of their respective DAE cadres. The DAE Program is implemented in accordance with the policies and procedures outlined in this instruction.

d. Office Directors who have specific Stafford Act assignments (e.g., the Office of the Inspector General for disaster audits and investigations) are responsible for the recruitment, selection, training, use, and management of their DAE cadres. The DAE Program is implemented in accordance with the policies and procedures outlined in this instruction.

e. The Comptroller is responsible for ensuring maintenance of effective control and financial management standards in all aspects of the DAE Program. The Comptroller recommends appropriate financial management job titles and responsibilities for the DAE Program and ensures financial management training is available for all appropriate DAE personnel.

f. The Director, Office of Security, is responsible for policies and procedures governing the issuance of identification cards for DAE's.

8. Approval of Exceptions. Waivers or exceptions to the requirements and limitations contained in this instruction (except for those pertaining to personnel administration of the DAE Program) may be granted only by the Associate Director, SLPSD, with the concurrence of the appropriate headquarters official(s). Requests for waivers and exceptions shall be in writing and contain full justification for the requested action(s). Submit requests to the Associate Director, SLPSD, Attention: Assistant Associate Director, DAP.

9. Definition of DAE. DAE's are personnel authorized by the special hiring authority in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 93-288, as amended by PL 100-707 (hereafter referred to as the Stafford Act). A definition of terms is included in attachment A.

10. Use of DAE's. DAE reservists are used ONLY to perform DAP-related work. The work is defined as specific disasters, emergencies, projects, or activities of a noncontinuous nature. The activation of DAE reservists for assignments in headquarters and regional offices, other than training, IS PROHIBITED, subject to the waiver/exception provision in paragraph 7. Attachment B provides examples of appropriate uses of DAE's, and attachment C provides examples of inappropriate uses of DAE's.

11. Job Titles and Functional Statements. All DAE positions are officially titled Disaster Assistance Employee.

12. Compensation Levels. The DAE Program includes five compensation levels, A through E, with corresponding salary ranges. Level A is the lowest compensation level, and level E is the highest. The Field Personnel Operations Division (FPOD), OPEO, issues a table detailing pay for each level. Compensation levels are administratively determined and are not related to the general schedule pay schedule. All DAE's, whether local hires or reservists, are placed in one of the five compensation levels.

13. Appointment. An appointment is the action placing a DAE in the FEMA personnel system. A DAE is given an intermittent appointment in the Excepted Service; the appointment does not confer competitive status on the appointee. The following provides information on appointment types and appointing authority:

a. Affirmative Action Program. All DAE positions are filled in compliance with the Director's Policy Statement No. 6-83, Affirmative Action Program.

b. Types of DAE's.

(1) Local Hires. A local hire is a DAE hired locally for an initial period of 120 days.

(2) Reservists. A reservist is a DAE carried on FEMA personnel rolls for a 24-month period expiring September 30 of every even-numbered year. Reservists are hired to be activated when the need arises.

c. Procedures. The organizational element requesting a DAE reservist appointment submits a Standard Form (SF) 52, Request for Personnel Action, and supporting documentation to the Chief, Program Coordination (PC) Division, DAP, for review and concurrence. Concurred actions are forwarded to the Chief, FPOD, OPEO, who reviews the proposals to determine if the individuals meet qualifications for the recommended

position and compensation levels. Nonconcurrences may be appealed to the Assistant Associate Director, DAP, through the Chief, PC Division, DAP.

d. Review. The Chief, FPOD, OPEO, reviews actions for all new reservists including new reservists converting from local hires, and any actions extending the appointments of local hires. No potential DAE reservist may be deployed for any reason until DAP has approved the appointment package and FPOD, OPEO, has notified the employing office that the hiring process is complete. This directive applies equally to requests for a position or level change.

e. Appointing Authority. An action appointing an individual as a DAE may originate in the regions or headquarters.

(1) Local Hires. The Regional Director, Disaster Recovery Manager, Federal Coordinating Officer, or official designee is authorized to initiate an action appointing an individual as a local hire in the DFO. The appointing official must furnish a copy of the Delegation of Authority for DAE appointments to the Chief, FPOD, OPEO, in order to document the appointment action process.

(2) Reservists.

(a) The Regional Director or official designee is authorized to initiate an action appointing a DAE reservist to the regional cadre. The appointing official must furnish a copy of the Regional Delegation of Authority for DAE appointments to the Chief, FPOD, OPEO, in order to complete the appointment action process.

(b) A headquarters office director may initiate an appointment action for a DAE reservist and forward it to the Associate Director, SLPSD, Attention: Assistant Associate Director, DAP, for review and concurrence.

f. Oath of Office. The Regional Director has the authority to administer the oath of office to newly appointed DAE's in the region. The Regional Director may delegate this authority to another official. The Director, OPEO, and appointed designee have the authority to administer the oath of office to newly appointed DAE's at headquarters, unless otherwise delegated.

g. Extensions and Reappointments.

(1) Local Hires. A local hire's original 120-day appointment may be renewed for an additional 120 days provided the Program Support Officer submits an SF-52 extending the appointment prior to the appointment expiration date.

(2) Reservists. A DAE reservist is automatically reappointed at the end of each appointment period unless the Chief, FPOD, OPEO, receives a termination action from the employing region.

h. Terminations and Resignations. DAE's may be separated from FEMA personnel rolls at any time with or without cause. DAE's may resign at any time. An SF-52 is required for all terminations and resignations.

14. Activation. Activation is the process used to place a DAE reservist in pay status for work at a specific disaster site, provided the tour does not cause cumulative activation to exceed 18 months in the 24-month period.

a. Authority. DAE reservists are activated for disaster specific activities ONLY as prescribed in paragraph 10.

(1) The Regional Director or official designee may activate DAE reservists for preliminary damage assessments (PDA's).

(2) The Disaster Recovery Manager may hire local hires and activate reservists as needed to support the activities at the DFO.

(3) The Inspector General or official designee may activate a DAE reservist for investigations or audits in the field directly related to Presidential declarations under the Stafford Act.

(4) The Assistant Associate Director, DAP, may activate DAE reservists for the activation and deactivation of mobile homes related to specific major disasters and emergencies.

(5) All other offices, unless given a specific delegation of authority, must obtain approval from the Associate Director, SLPSD, to activate a DAE reservist. DAE reservists must be used for the purpose indicated in this instruction.

b. Procedures.

(1) Reservists are selected for DFO assignments on a rotational basis by job category to the maximum extent practicable, so that all reservists have equal opportunities for field deployment.

(2) DAE reservists authorized by the Associate Director, DAP, to work in regional offices shall be coordinated via monthly reports submitted to the Assistant Associate Director, DAP. The DAE's Activities Report documents the use of DAE's, describing the activities performed, the amount of time worked, and the reason DAE's are used instead of PFT's.

(3) Requests for activation of out-of-region reservists are made verbally to the appropriate Regional Director or official designee who will then contact the DAE.

(4) Requests for activation of headquarters-based DAE's, other than those of the Office of Inspector General and DAP, must be submitted in writing to the Associate Director, SLPSD, Attn: Assistant Associate Director, DAP. The written request must include the names and titles of

the DAE's, a description of the disaster-specific activities, proposed length of activation, and a justification. The Assistant Associate Director, DAP, reviews each request for headquarters-based DAE's, ensures that it conforms to the requirements outlined in this instruction, and makes a recommendation to the Associate Director, SLPSD, who makes the final decision. A written response is provided for all activation requests.

c. Limits.

(1) A DAE reservist appointment cannot exceed 24 months and terminates on September 30 of each even-numbered year.

(2) During each 104-week (24-month) appointment cycle, a DAE reservist may be activated for up to a maximum of 78 weeks (18 months). DAP regional offices monitor DAE reservists' activation periods to ensure that the 78-week work limit is not exceeded.

(3) During each 24-month appointment cycle, a DAE reservist must be in a nonpay status for a cumulative total of 26 weeks (6 months).

(4) The 26 weeks (6 months) of nonpay status may be accrued cumulatively or at one time, but is accrued in weekly, not daily, increments.

(5) A week is defined as the period from Sunday through Saturday. Any amount of time a DAE reservist is in pay status during the period Sunday through Saturday counts as one week of activation; otherwise, the week is counted towards the period of deactivation.

15. Conditions of Employment. Conditions of employment for DAE's including salaries, benefits, and other general information is explained in this paragraph. DAE's are entitled to pay, including overtime, and other benefits ONLY as indicated in the following subparagraphs:

a. Salary.

(1) Basic Pay.

(a) Reservists.

(i) A reservist is hired for a specific job. The salary level is based on the specific duties of the job for the 2-year appointment period. All reservists are paid on a when-actually-employed (WAE) basis and receive pay only for the hours they work. These hours include in-processing, orientation, and instructional meetings as well as any out-processing required when being released from the workplace.

(ii) The official duty station of record for DAE reservists is the address of their residence. However, for compensation purposes the official duty station is the workplace designated by the Federal Coordinating Officer or Disaster Recovery Manager.

(iii) Salary for each DAE reservist remains the same during the entire appointment period unless the reservist is reassigned to a position at a different pay level.

(iv) The regional or headquarters office where the reservist is appointed is responsible for initiating a request for a position change. All changes must be approved by the Chief, Program Coordination Division, DAP, and the Chief, FPOD, OPEO;

(v) Adjustments to reservists' salaries to reflect comparability pay actions by Congress are made automatically by the Chief, FPOD, for all DAE reservists.

(b) DAE Local Hires.

(i) Salaries for DAE local hires are set at prevailing local rates. Pay rates are determined by using State employment statistics, as appropriate; different localities have different rates;

(ii) Salaries are not set at a rate substantially higher than that previously earned by the DAE local hire in a comparable job within or outside FEMA;

(iii) The salary of a DAE local hire may be changed when the local hire is placed into the DAE reservist cadre. However, the potential reservist's qualifications are not the determining factor for pay purposes. Rather, the salary level is based on the specific duties of the job in which potentially employed.

(iv) The official duty station for DAE local hires is the DFO or Disaster Application Center to which they are assigned.

(2) Overtime. DAE's earn overtime when they work over 8 hours per day or over 40 hours per week. Overtime must be authorized in advance by the Federal Coordinating Officer, Disaster Recovery Manager, or official designee. (See FEMA Instruction 3200.1, Overtime Policy.) DAE's are not eligible for compensatory time.

(3) Holidays. A DAE is paid at the regular rate for the first 8 hours and at the overtime rate for any additional hours worked on a holiday. If a DAE does not work on a holiday, the DAE is not entitled to be paid for that day.

(4) Night Differential. DAE's are not eligible for night differential pay.

(5) Salary Limits. Salary, including overtime, is paid only to the extent that the monetary reimbursement in any one calendar year does not exceed mandated limitations.

b. Travel Pay.

(1) Reservists.

(a) When a DAE reservist is directed to report to a disaster site, it is considered to be an unscheduled and administratively uncontrollable event, provided the travel is performed during the PDA phase of the event, on the date of declaration, or during the first 7 days after the date of declaration. Therefore, reservists will receive compensation, including overtime, if applicable, for their time in travel status during these administratively uncontrollable periods. Travel to a disaster or emergency site during any other time period is considered administratively controllable and DAE reservists will not receive overtime compensation when travel is performed during these administratively controllable time periods. They will, however, receive UP TO 8 regular hours of compensation while in travel status during these administratively controllable time periods.

(b) When a DAE reservist is directed to report to a disaster site, the employee is considered to be in travel status beginning at the time of departure from his/her residence and ending upon arrival at the final destination (DFO, DAC, hotel, or motel). DAE reservists are paid for travel based only upon the method most advantageous to the government.

(c) DAE reservists do not receive any compensation other than per diem and transportation expenses for returning home from a disaster site or traveling to or from training.

(2) Local Hires. DAE local hires do not receive compensation or transportation expenses for travel time from their residence to their workplace.

c. Travel Reimbursement. DAE's are entitled to reimbursement of travel costs and per diem when on approved duty more than 50 miles from their residence as specified in subparagraph 15d. Reimbursement is in accordance with FEMA Manual 6200.1, Travel Regulations.

d. Travel and Activation Within Commuting Area.

(1) Reservists.

(a) DAE reservists living within a 50-mile radius of the disaster workplace, DFO, or DAC are not eligible for mileage allowance from the residence to the workplace nor entitled to per diem. Exceptions may be granted on a case-by-case basis upon written authorization by the Assistant Associate Director, DAP.

(b) A DAE reservist living in the general area of the workplace but in excess of the 50-mile radius from the workplace is eligible for mileage allowance if the reservist chooses to return home daily in lieu of being lodged in a hotel. However, per diem is not paid if a reservist chooses to return home daily.

(2) Local Hires. A DAE local hire is not eligible for travel pay or per diem. If the local hire is required to travel on business more than 50 miles to the disaster site, the Federal Coordinating Officer or Disaster Recovery Manager may approve an exception; however, the daily commute from home to the workplace is NOT a qualifying exception.

e. Arrival at Disaster Sites. All DAE's arriving at the disaster site report directly to the Federal Coordinating Officer, Disaster Recovery Manager, or official designee before contacting their supervisor.

f. Identification Cards. In accordance with the Office of Security policy, each DAE reservist is issued a FEMA identification card by the appropriate Regional Director, Federal Coordinating Officer, Disaster Recovery Manager, or the Office of Security in headquarters. The card is issued with an expiration date not to exceed the date of the current appointment period.

g. Eligibility for Benefits.

(1) Retirement. Many DAE's are covered by the Social Security System; therefore, payroll deductions are regularly made to Federal Insurance Contributions Act (FICA). Many DAE's are not entitled to civil service retirement. (Exceptions will be determined on an individual basis by the Chief, FPOD.)

(2) Health Benefits. DAE's are not eligible for Federal health benefits.

(3) Life Insurance. DAE's are not eligible for Federal Employees Group Life Insurance.

(4) Annual and Sick Leave. DAE's are not eligible to earn annual or sick leave.

(5) Workmen's Compensation. As Federal employees, DAE's are covered by workmen's compensation laws regarding job-related accidents. Specific guidance can be obtained from Chief, FPOD, OPEO, or the Regional Administrative Unit.

(6) Unemployment Compensation. Upon completion of assignment or termination, DAE's may be eligible for unemployment compensation. Specific guidance should be obtained from the DAE's State unemployment office.

h. Re-employed Annuitants and Military Retirees. The status of the DAE dictates whether the DAE pay or the retirement pay is reduced.

(1) DAE Civil Service Annuitant. Compensation for a DAE civil service annuitant is reduced by the amount of the monthly annuity. DAE's in this category must be identified at the time of their appointment.

(2) Military Retirees. Retired regular officers and regular warrant officers of the US Armed Forces are subject to the Dual Compensation Act. Retired military personnel are subject to a reduction in pay based on the total number of days worked as a DAE reservist or local hire. DAE's in this category must be identified at the time of appointment.

(3) Intermittent Employees of Other Federal Agencies. A DAE may be an intermittent WAE employee of another Federal agency; however, the employee must be identified at the time of the appointment. An employee assuming intermittent appointments with more than one Federal agency cannot be paid for more than 40 hours of regular time each week, regardless of whether the work performed was with one agency or a combination of agencies. However, the employee may be paid overtime (by the overtime requesting agency) for work in excess of the regular tour of duty which causes the employee's total work hours to exceed 8 per day or 40 per week whether the work performed was with one agency or a combination of agencies.

16. Employee Relations.

a. Questions or complaints regarding Equal Employment Opportunity (EEO) are directed first to the Equal Opportunity (EO) Officer in the DFO where the DAE is working, or to the EEO Office where the DAE was appointed as a cadre member, and second, to the Federal Coordinating Officer. If satisfactory resolution does not occur, the DAE may contact the regional or headquarters EO Counselor for assistance or information.

b. Questions or complaints not of an EEO nature should first be directed to the DAE's first-line supervisor. If satisfactory resolution does not occur, the DAE may proceed through the official chain of command to the Federal Coordinating Officer who is the final decision maker in all such matters.

17. Standards of Conduct.

a. DAE's are subject to laws and regulations regarding ethics and appropriate behavior for Federal employees.

b. FEMA employees are expected to be honest, reliable, trustworthy, of good character and reputation, and loyal to the government and FEMA. Employees must not engage in criminal or dishonest conduct, or other conduct prejudicial to the Government.

c. Standards of conduct information is contained in FEMA Instruction 1100.1, Standards of Conduct. DAE's must read and become familiar with this instruction, and abide by the standards. The office appointing the DAE is responsible for providing the DAE with a copy of FEMA Instruction 1100.1.

18. Recruitment and Hiring Practices. The following provides general guidelines for recruitment of an adequate cadre of DAE reservists and local hires:

a. Staffing Plans. Based upon regional requirements, regional staffing plans are developed with guidance from headquarters, DAP, in order to respond more effectively to disaster declarations. The size of the cadre is determined by an analysis of the region's disaster activity and the job categories required for each program area. The number of reservists in each functional category varies from region to region. DAE reservists should be recruited from States within each region. Regions should periodically review their cadre of reservists with a view to retain only the most available and capable personnel.

b. Recruitment Sources. There are many sources for recruiting new reservists and local hires. When determining the sources of recruitment, consideration should be given to the specific job functions, the qualifications required to perform those jobs, and EEO requirements.

c. Retention or Transfer. DAE's who move out of their assigned region may apply for a DAE position in the new region or remain on the payroll of the former region if doing so is cost-effective and agreeable to the region.

d. Affirmative Action. Recruitment and retention of a DAE is in accordance with the Director's Policy Statement No. 6-83. Recruitment of minority and women applicants must be initiated for reservists and local hires. The FPOD, OPEO, is available for assistance in following proper procedures and identifying minority and women recruitment sources.

e. Prohibited Practices. Agency officials who are delegated recruiting and hiring authority are responsible for preventing prohibited personnel practices as cited in 5 United State Code, 2302. The practices include: discrimination, nepotism (hiring or promoting relatives), giving unauthorized preferential treatment to any employee or applicant, discriminating on the basis of personal conduct which does not adversely affect the performance of an employee or applicant (except in cases of criminal conviction for conduct), deceiving or willfully obstructing any person from competing for employment, coercing political activity for any reason, and influencing any person to withdraw from applying for any position for the purpose of improving or injuring the prospects of any other person for employment. Prohibited recruitment and hiring practices are not to be construed to lessen the effort to achieve EEO through affirmative action.

(1) Nepotism. A supervisor, regardless of grade, who has authority to appoint, promote, or recommend the appointment or promotion of personnel under his or her supervision is prohibited from hiring or supervising a relative as a DAE. In regional offices, the chain of command extends from DAP Branch Chiefs to the DAP Chief to the Deputy Regional Director to the Regional Director. A relative of a person in the chain of command cannot be hired as a DAE. A relative of a person is defined as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(2) Husband and Wife Teams. A husband and wife may be appointed as DAE's at the discretion of each FEMA regional office. However, neither may serve in a supervisory capacity over the other.

19. FEMA Form 90-106, Performance Appraisal for the Disaster Assistance Program. Appraisals will be completed for all reservists by the first-line supervisor and are optional for local hires. A performance appraisal form was forwarded to all regional offices and is required for all disasters declared after June 1, 1990. The appraisal contains two parts. Part I must be completed for ALL reservists; Part II must be completed for all reservists in a supervisory capacity. In addition, the following is required when completing appraisals:

a. A separate appraisal form is completed for each discrete job performed by an employee for more than 10 days;

b. The evaluator should attempt to discuss the appraisals with the employee prior to its being signed by either party;

c. The appraisal is completed at the end of each assignment or activation;

d. A narrative assessment of the employee's performance must be completed on the second page of the appraisal;

e. The appraisal form must accompany the SF-52 for a DAE reservist level change; and

f. Distribution of the original appraisal and copies are made as indicated on FEMA Form 90-106.

20. Awards. DAE's are eligible to receive honorary award recognition for exceptionally meritorious contributions which have had a substantial impact upon the Agency, the Federal Government, or the public. The specific definitions and eligibility requirements for these awards are outlined in FEMA Manual 3600.1, Superior Accomplishment Awards, chapter 2.

21. Program Evaluation. At least once in every 24-month appointment period, the Associate Director, SLPSD, and the Director, OPEO, or designees, review the status of the DAE Program. The review focuses on issues relating to appointments, activations, conditions of employment, training, administrative aspects of employing DAE's, and proposed changes to this instruction. Consultation with regional and headquarters offices that use DAE's takes place as appropriate. Proposals to change this instruction may be submitted to the Associate Director, SLPSD, at any time. Formal changes to this instruction are developed and issued as necessary.

22. Reporting Requirements. The DAE's Activities Report has been assigned internal reports control symbol SL-DA-(XX)16.

23. Forms Prescribed. This instruction prescribes the use of the following forms which may be obtained from the Printing and Publications Division, Office of Administrative Support:

a. FEMA Form 90-106, Performance Appraisal for the Disaster Assistance Program.

b. Standard Form 52, Request for Personnel Action.

Grant C. Peterson
Associate Director
State and Local Programs
and Support Directorate

Attachments

A - Definitions of Terms
B - Examples of Generally Appropriate Uses of DAE's
C - Examples of Generally Inappropriate Uses of DAE's

Attachment A

Definitions of Terms

1. Activation is the call-up or mobilization that places a DAE reservist in pay status.

2. Appointment is a personnel action which places a person on FEMA's personnel rolls and payroll system.

3. Appointment Period is the length of time of the appointment. The appointment period for reservists is limited to 24 months; local hires are initially appointed for 120 days.

4. DAE Appointments are all in the Excepted Service, are covered under the Stafford Act, and involve intermittent employment throughout the appointment period.

5. Deactivation is taking a DAE reservist out of pay status while still leaving the DAE's appointment intact.

6. Disaster Specific is work directly related to one or more declared major disasters or emergencies including work at the Teleregistration Center.

7. Intermittent Employment is work without a specified prescribed tour of duty; therefore, the employee is paid on a when-actually-employed basis.

8. Local Hire is a DAE hired locally for an initial appointment of 120 days.

9. Reservist is a DAE carried on FEMA's Personnel register for a 24-month appointment period and available for activation when the need arises.

Attachment B

Examples of Generally
Appropriate Uses of DAE's

1. Disaster-Specific Audits and Investigations.
2. Final Inspections.
3. Damage Survey Reports.
4. Disaster Field Office and Computer Operations.
5. Natural Disaster Exercises.
6. Temporary Housing Inspections.
7. Mitigation Assessments.
8. Project Monitoring and Evaluation.
9. Appeals.
10. Individual and Family Grant Reviews.
11. Disaster Hotline and Outreach Activities.
12. Mobilization and Demobilization of Mobile Homes.
13. Preliminary Damage Assessments.
14. Teleregistration Center Operations.

Attachment C

Examples of Generally
Inappropriate Uses of DAE's

1. Radiological Emergency Preparedness Exercises.
2. Policy Review and Development.
3. Development of Training.
4. Internal Audits and Investigations.
5. Superfund Assignments.
6. Research.
7. Headquarters or Regional Duty Officer.
8. Emergency Food and Shelter Program.
9. Circumvention of Agency Hiring Freezes in Key Managerial Positions.

FEMA

CFO BULLETIN

Office of the Chief Financial Officer

JAN 9 2008

Number 132

All FEMA Employees

This CFO Bulletin supersedes CFO bulletin #16 and #74.

SUBJECT: Reimbursements of Per Diem Expenses for Travel within 65 miles of the Traveler's Permanent Duty Station.

For routine FEMA travel, Administrators, Deputy Administrators, Regional Administrators, Directors, Federal Coordinating Officers, Chiefs of Staff, and Office Directors may authorize the reimbursement of per diem allowances where employees are traveling within 65 miles of their permanent duty stations only when **all four of these conditions** are met:

1. **Long and Unusual Work Hours**. The travelers are expected to work long and unusual hours (12 hours or more each day, including lunch);

2. **Travel of Extended Duration**. The travel is expected to last for a minimum of 5 consecutive days, each day having long and unusual hours;

3. **Travel must be at least 50 miles from Home**. The distance from the employees residence of record to the Temporary Duty (TDY) site must be over 50 miles.

4. **Commute is Burdensome**. The Travel from his or her residence to the TDY site will be so burdensome as to interfere with the performance of his or her duties and/or employee's safety. This normally entails a travel time of more than 90 minutes one-way, due to bad road conditions and/or inclement weather.

Determination must be made in advance of the travel and in writing that these four conditions are met by each traveler. Only the CFO has the authority to grant waivers if the above conditions are not met. The written copy approving this allowance must be attached to the Travel Authorization and submitted with the Traveler's Vouchers.

For **disaster travel only,** to worksites (JFO, TRO, etc.) within 65 miles of an employee's official duty station, certain minimum requirements may be met, but they must be conditions #2 and #3 above. However, even these may be waived, but only an FCO, a Regional Administrator or higher has the authority to waive these minimums when one or both of them are not met. **This is strictly limited to Disaster Travel only.** This does not supersede the FEMA Directive 123-1, Emergency Lodging for Operational Support (attached).

Travelers and Approving Officials are expected to use the "prudent traveler" rule in deciding whether to authorize reimbursement of an employee's travel expenses, including lodging and meals in these circumstances. The need for an employee to lodge at the TDY site must be in the Government's best interest and not for the personal convenience of the employee. The approval can be effective for no more than one month. When one or more of the conditions are no longer met, the approval will be considered to have expired. Under the Federal Travel Regulations, "employees traveling to their permanent work site or official duty station are not eligible for reimbursement of transportation or per diem expenses".

If you have any questions regarding this subject, please contact Tange Drake on (202)646-2983 or Relda Larguet on (202)646-3179.

Margaret A. Young
Chief Financial Officer
Office of the Chief Financial Officer

Distribution: J(AllPersHqFld)

FEMA DIRECTIVE 126-2

PER DIEM AND MISCELLANEOUS TRAVEL EXPENSES

I. Purpose

This Directive establishes Federal Emergency Management Agency's (FEMA) policy governing per diem (including actual expenses) and miscellaneous travel expenses.

II. Scope

This Directive applies to all FEMA travelers.

III. Policy and Procedures

A. General

1. Employees on official Government travel shall be paid on a per diem basis. The per diem basis reimbursement shall not exceed the General Service Administration (GSA), Department of Defense (DOD) or State Department established per diem rate for the location of the Temporary Duty (TDY) location.

2. In exceptional cases, when lodging and/or meals cannot be secured at the established rate, the actual expense basis of reimbursement may be authorized. The maximum amount that you may be reimbursed under actual expense is limited to 300 percent (rounded to the next higher dollar) of the applicable maximum per diem rate (lodging portion plus meals and incidental expenses (M&IE)). See Section III.E. , "Eligibility for Actual Expenses".

3. Official TDY travel begins at the time an employee leaves his/her Record of Residence (ROR), Official Station (OS), or other authorized point of departure (point of origin) and ends when the traveler returns to his/her point of origin.

4. This Directive describes both the per diem and actual expense allowance methods. In addition, this Directive outlines the policies pertaining to miscellaneous expenses, such as laundry/dry cleaning, internet access, and Automatic Teller Machine (ATM) withdrawal fees. Miscellaneous travel expenses may be reimbursed when authorized by an Approving Official.

B. **Eligibility for Per Diem**

1. An employee (and Invitational Travelers) may be eligible for per diem when authorized to perform official travel at least 50 miles away from his/her OS and/or is in "travel status" for more than 12 hours (usually overnight). The TDY location determines the maximum per diem allowance. This allowance is an established daily amount intended to provide for an employee's daily lodging and M&IE while on TDY.

2. Employees are eligible for per diem when all of the following conditions have been met:

   a. Per diem has been authorized on the travel authorization (TA) by an Approving Official; and

   b. When an employee is performing official travel at least 50 miles from his or her OS; and

   c. An employee has been in "travel status" for more than twelve hours.

3. Per diem allowances are not allowed at an employee's ROR/OS or within the vicinity of the employee's ROR/OS (within 50 miles).

   However under FEMA Directive 123-1, "Emergency Lodging and Emergency Food for Operational Support", FEMA may provide emergency lodging or emergency food for Designated Watch Employees who must remain present for duty to respond to the emergency or disaster, and when actual or anticipated emergency conditions render it likely that travel between the employee's ROR and OS will be physically dangerous or impossible, rendering the Designated Watch Employee unavailable for emergency response duties as required by Federal law.

   .

C. **Per Diem Reimbursement Rate**

1. Per Diem Allowance Summary

   a. The following table provides employees with official resource links and information concerning per diem rates for various types of Government travel. These may be used to determine the appropriate per diem rate based on the applicable TDY location (primary worksite).

   b. Employees unable to secure accommodations in the locality specified on their approved TA must find lodging at an alternate location. However, the per diem allowance will remain consistent with that of the original location shown on the approved TA. For circumstances beyond an employee's control, see Section III.E.2.

c. The per diem rates provided under these regulations represent the maximum allowable. These rates are established in an effort to ensure the essential needs of Federal travelers are met while on official travel for the Government and are usually updated annually.

For travel in:	Rates set by:	For per diem rates:
CONTINENTAL UNITED STATES (CONUS) MAXIMUM PER DIEM RATE FOR THE LOCALITY	General Services Administration (GSA)	• For per diem, see applicable Federal Travel Regulation (FTR) Per Diem Bulletins issued periodically by the Office of Government wide Policy, Office of Transportation and Personal Property, Travel Management Policy, and available on the Internet at http://www.gsa.gov/perdiem for actual expense, see 41 Code of Federal Regulation (CFR) 301-11.303 and 301-11.305.
OUTSIDE CONTINENTAL UNITED STATES (OCONUS) and NON-FOREIGN AREAS	Department of Defense (Per Diem, Travel and Transportation Allowance Committee (PDTATAC)	• Per Diem Bulletins issued by PDTATAC and published periodically in the Federal Register or Internet at https://secureapp2.hqda.pentagon.mil/perdiem/perdiemrates.html (rates also appear in section 925, a per diem supplement to the U.S. Department of State Standardized Regulations (Government Civilians—Foreign Areas)). • Alaska, Hawaii, the Commonwealths of Puerto Rico, Guam and the Northern Mariana Islands, and the territories and possessions of the United States are defined by the FTR as non-foreign. • For purposes of travel approval authority, FEMA treats Non-Foreign Areas as domestic travel.
FOREIGN AREAS	U.S. Department of State	• A per diem supplement to section 925, U.S. Department of State Standardized Regulations (Government Civilians—Foreign Areas and available on the Internet at www.state.gov). • For purposes of travel authority, FEMA defines Foreign Areas as international travel.

D. Per Diem Allowance

Per diem allowance consists of two components: lodging and M&IE. Generally, the TDY location determines the maximum per diem reimbursement rate, which cannot be exceeded (see exceptions in Section III.E - “Eligibility of Actual Expenses").

Per Diem Allowance = Lodging Allowance + M&IE Allowance

1. Lodging Allowance

   a. The lodging allowance includes expenses for overnight sleeping facilities in hotels, motels, inns, and other lodging establishments. The lodging allowance also includes the costs of personal use of the room during the daytime and service charges for fans, air conditioners, and heating units furnished in the room when such charges are not included in the room rate. The lodging allowance is normally sufficient to pay for convenient and safe lodging facilities.

   b. Employees are required to make all reservations through the FEMA Travel Management Center (TMC). The TMC will ensure that the lodging rate is at the GSA established rate and make certain that it is in compliance with the Hotel and Motel Fire Safety Act of 1990.

c. If an employee does not have access to FEMA's TMC, and would like to verify lodging rates and/or reserve lodging facilities, they may do so through FedRooms. FedRooms is an official government-wide, government-managed lodging program. FedRooms rates are negotiated specifically for Federal employees (civilian and military) on official government travel. All rates are at or below per diem and all U.S. hotels are FEMA certified. FedRooms rates are available at www.fedrooms.com

d. The payment of a deposit for lodging prior to check-in at a lodging facility is allowed when a lodging facility requires an advance deposit to reserve lodging accommodations. If an employee fails to perform scheduled official travel and thus forfeits the advance deposit, he or she must reimburse the Government for the amount of the forfeited advance deposit if the failure to perform scheduled official travel occurred for reasons not acceptable to FEMA as determined by the employee's Approving Official.

e. In special and unusual circumstances, employees may require reimbursement for dual lodging while on TDY travel. Dual lodging may occur when an employee has obtained lodging at two different lodging locations on the same day. For example, dual lodging may occur when an employee is on TDY travel at a TDY location (primary worksite), and due to mission requirements, is required to travel to a second TDY location (secondary worksite). If an employee has lodging at his or her primary worksite and is unable to check-out of the primary worksite lodging without incurring substantial cost or penalties, the employee may be reimbursed for lodging at the primary worksite in addition to lodging at the secondary worksite. Dual lodging requires authorization by the appropriate Approving Official.

2. M&IE Allowance

M&IE Allowance = Meals (Breakfast, Lunch, and Dinner) + Incidental Expenses

a. M&IE allowance is a fixed amount allowed for meals and incidental expenses related to subsistence.

b. When an employee is on TDY travel status for more than 12 hours, but less than 24 hours without staying overnight and incurring lodging expenses, the Approving Official may approve the employee for an allowance of 75 percent of the M&IE applicable to the TDY location.

c. When an employee is on TDY travel status for 24 hours or more, the allowance on the day of departure is 75 percent of the M&IE allowance applicable to the TDY location and is 100 percent of the M&IE allowance applicable to the TDY location or stopover point(s) on full days of intervening travel. The allowance on

the last day of TDY travel (return to OS) is 75 percent of the M&IE allowance applicable to the previous day of travel.

d. An employee may receive 100 percent of the M&IE allowance while an employee is traveling between two or more TDY locations. In such case, the reimbursement of 100 percent of M&IE allowance will be based on the destination's worksite location.

e. M&IE allowance will be paid as shown in the following table:

When travel is:		**Your allowance is:**
More than 12 but less than 24 hours		75 percent of the applicable M&IE allowance for each calendar day you are in a travel status.
24 hours or more, on	The day of arrival at TDY location	75 percent of the applicable M&IE allowance.
	Full days in TDY status	100 percent of the applicable M&IE allowance.
	The day of departure from TDY location	75 percent of the applicable M&IE allowance.

f. Meals

i. The meals portion of M&IE accounts for expenses for breakfast, lunch, and dinner (specifically excluded are alcoholic beverages, entertainment expenses, and any expenses incurred for other persons).

ii. A breakdown of breakfast, lunch, and dinner components of the maximum daily reimbursement (per diem) rates for M&IE (for CONUS travel) is available on the following U.S. General Services Administration (GSA) website: http://www.gsa.gov/portal/content/101518 .

iii. A breakdown of the maximum daily reimbursement (per diem) rates for M&IE (OCONUS and Non-foreign areas) is available at the following U.S. Department of Defense website: http://www.defensetravel.dod.mil/site/perdiemCalc.cfm.

iv. A breakdown of the maximum daily reimbursement (per diem) rates for M&IE (for foreign areas) is available at the following U.S. Department of State website: http://aoprals.state.gov/content.asp?content_id=114&menu_id=92.

v. When a meal is furnished to an employee while on a TDY assignment at nominal or no cost to the employee, or is included in a registration fee, the employee's M&IE allowance must be reduced. For example, if lunch is provided, then the allowance for that individual meal must be deducted from his or her per diem. However, a meal provided by a common carrier or a complimentary meal provided by a hotel/motel does not affect an employee's per diem.

g. Incidental Expenses

i. Incidental expenses, sometimes simply referred to as "incidentals," are covered under an employee's M&IE portion of the per diem allowance, and are expenses that are incurred as part of daily life during official Government travel activities.

ii. Incidental expenses include: (1) fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses and others on ships, and hotel servants in foreign countries; (2) transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the TDY site; and (3) mailing costs associated with filing travel vouchers and payment of Government-sponsored charge card billing.

iii. When there is no charge for lodging or meals on CONUS TDY travel, employees may be authorized to claim a flat rate for the incidentals portion of the M&IE allowance.

E. **Eligibility for Actual Expenses**

1. The actual expense reimbursement is an authorized payment of actual expenses incurred by an employee while on official travel that may occur when special or unusual circumstances beyond the employee's control preclude an employee from obtaining lodging and/or M&IE using the established per diem rate. Actual expenses up to 150 percent of the established per diem rate may only be approved by the appropriate Approving Official. Actual expenses greater than 150 percent and up to 300 percent may only be approved by the FEMA Office of Chief Financial Officer (OCFO). FEMA does not have the authority to increase the approval amount above 300 percent of the established per diem rate.

2. These special or unusual circumstances include, but are not limited, to:

a. Lodging and/or meal costs have escalated due to special events (i.e., sporting events, conventions, and natural or man-made disasters) in the area where lodging is sought;

b. Costs to commute to/from an alternate location nullify most or all of the savings achieved from occupying less expensive lodging;

c. Mission requirements; and

d. Reasons justified and approved by the Approving Official and/or FEMA OCFO.

3. Actual expenses will not be authorized solely on the basis of an employee's preference.

4. An employee must request actual expense reimbursement on the TA prior to traveling and it must be pre-approved by the Approving Official. The reason(s) for actual expense reimbursement of travel must be documented. The documentation (i.e., the names and rates at each hotel) must show that multiple hotels were contacted and that no lodging was available within the approved Federal Government rate. If an employee has already commenced travel and special and unusual circumstances occur requiring actual expense reimbursement, the employee must obtain written approval from the appropriate Approving Official and file an amended TA after approval is complete. If an employee is authorized to use actual expense reimbursement, the employee is required to itemize all expenses, including meals (each meal must be itemized separately). Employees are also required to itemize transportation expenses between places of lodging/business and places where meals are taken when dining facilities are not readily accessible. The only exceptions to this itemization requirement are the expenses identified in Sections III.E.5 and III.E.7.

5. Actual miscellaneous expenses that do not occur daily may be recorded on the date incurred or summarized for a period not to exceed one week. Such expenses include:

    a. Laundry/dry-cleaning;

    b. Parking fees;

    c. Local public transportation fees;

    d. Personal calls; and

    e. Business calls.

    For example, if an employee incurs $14 in laundry expenses over seven days of TDY travel, the employee may claim the total of $14 on the seventh day.

6. When authorized actual expense reimbursement and an employee's actual expenses are less than the locality per diem rate(s) or the authorized amount, reimbursement is limited to the expenses incurred. Below are two examples demonstrating this policy:

    <u>Example 1:</u>

    The GSA locality per diem rate for M&IE in a given location may be $46.00 ($7.00 for breakfast, $11.00 for lunch, $23.00 for dinner, and $5.00 for incidentals). In order to participate in a meeting luncheon, an employee requests $28.00 for the lunch

portion of the MI&E for a total $63.00 MI&E ($7.00 for breakfast, $28.00 for lunch, $23.00 for dinner, and $5.00 for incidentals). The actual MI&E expense incurred by the employee was for a total of $61.00 ($8.00 for breakfast, $28.00 for lunch, $20.00 for dinner, and $5.00 for incidentals). The employee reimbursement is limited to the actual amount incurred of $61.00.

Example 2:

The GSA locality per diem rate for M&IE in a given location may be $46.00 ($7.00 for breakfast, $11.00 for lunch, $23.00 for dinner, and $5.00 for incidentals). In order to participate in a meeting luncheon, an employee requests $28.00 for the lunch portion of the MI&E for a total $63.00 MI&E ($7.00 for breakfast, $28.00 for lunch, $23.00 for dinner, and $5.00 for incidentals). The actual MI&E expense incurred by the employee was for a total of $40.00 ($2.00 for breakfast, $28.00 for lunch, $5.00 for dinner, and $5.00 for incidentals). The employee reimbursement is limited to the actual amount incurred of $40.00.

7. However, for M&IE, if the amount to be claimed does not exceed the applicable M&IE per diem amount, itemization is not required.

F. Mixed Travel Subsistence Allowance (Per Diem and Actual Expenses during the Same Trip)

1. Mixed TDY travel occurs when an employee is approved for both per diem and actual subsistence on their TA, during the same trip. Mixed travel may be authorized if an employee will be in two different locations within the same occurrence of TDY travel, and the employee incurs actual expenses at one location and per diem expenses at the other. For example, an employee who is working at the Louisiana Recovery Office (RO) in New Orleans, where the employee is approved for per diem allowance, may be asked to spend several days in Baton Rouge, where hotels are only available above the established per diem rate. For the day that the employee leaves New Orleans and arrives and lodges in Baton Rouge, the employee should request special authorization of reimbursement on an actual expense basis for this portion of the trip.

2. When mixed TDY travel is authorized during a single trip, only one method of reimbursement will be authorized for any given calendar day. The employee's travel status and location at the end of any given day determines the method of reimbursement for that day. In addition, the beginning and ending time of the actual expense portion of the TDY travel, in addition to the amount authorized, must be clearly identified on the TA.

G. Circumstances that May Cause Adjusted Per Diem Reimbursement

1. Lodging aboard an Airplane, Train, Bus, or Ship - The lodging allowance does not include accommodations on airplanes, trains, buses, or ships. These costs are

considered transportation costs. When employees are provided lodging on these types of vessels, an allowance for lodging will generally not be allowed. Only the M&IE will be allowed.

2. Lodging aboard Government Vessel - For TDY travel aboard Government vessels where meals and lodging are furnished at no cost or at a reduced cost, FEMA may reduce the GSA established per diem rate appropriately. The term "Government vessel" includes vessels owned and operated, leased and operated, or chartered by the Government.

3. On a case by case basis, the lodging portion of per diem may be allowed if an employee is stranded by common carriers beyond their control and must obtain lodging for an additional night. However, in this case, the employee must obtain prior approval or immediately upon their return from the trip.

4. Staying with Friends or Relatives While on Official Travel - If an employee on TDY obtains lodging from a friend or relative, with or without charge, the employee may be reimbursed for additional costs that the host incurs in accommodating the employee, only if the host is able to substantiate the costs and FEMA determines these costs to be reasonable. In such instances, the additional costs must be substantiated (with receipts) and authorized by the Approving Official. FEMA will not reimburse an employee the cost of comparable conventional lodging in the area or a flat “token” or nominal amount that cannot be supported.

5. Sharing a Hotel Room

    a. If an employee on TDY travel shares a hotel room with another Government employee while on official travel, each employee is limited to one-half of the double occupancy rate. Each employee is responsible for receiving and submitting separate lodging receipts for proper reimbursement. If the person sharing the room is not a Government employee, the employee’s reimbursement is limited to the single occupancy rate.

    b. If an employee chooses to take a spouse, other family members, or friends along as a guest while on a TDY assignment, FEMA will not allow expenses for that guest. Any additional costs incurred for the guest must be borne by the employee. Any travel claims made for this purpose will not be reimbursed.

6. Conferences/Meetings - In the event of a conference, conference planners may authorize attendees an additional 25% over the established per diem rate for the location of the conference. The approval for the increased rate must be noted on the TA and supported by a conference itinerary.

7. Continuation of Per Diem at Point of Interruption

    a. An employee who interrupts the TDY assignment because of an incapacitating illness or injury and takes leave of any kind shall be allowed a per diem allowance, as appropriate, not to exceed the maximum rates prescribed for the location where the interruption occurs. Such per diem may be continued for a reasonable period, normally not to exceed 14 calendar days (including fractional days) for any one period of absence, if authorized by an Approving Official.

    b. If justified by the circumstances of a particular case, a longer period may be approved by FEMA.

H. **Miscellaneous Expenses**

1. General

    a. Miscellaneous expenses include any necessary authorized expenses that are incurred on TDY travel and are not included in transportation or per diem. Such expenses should be estimated and included in the TA and must be authorized by the Approving Official. Employees must itemize and identify all miscellaneous expenses on the travel voucher. If an employee identifies an expense as miscellaneous, he or she must provide additional information describing it and providing justification for the expense. Receipts shall be required for any claim for a miscellaneous expense in excess of $75. If it is not possible to obtain a receipt, the voucher must include a statement of the reason(s) therefore.

    b. Reimbursable miscellaneous expenses may include the following common expenses:

        i. ATM transaction fees - If cash advances/withdrawals are taken using a Government-issued travel charge card, only machine user fees are reimbursable along with the ATM transaction fees charged by the charge card issuing bank. Both fees are reimbursable on the travel voucher. Fees for withdrawals taken from personal (i.e. non-Government issued) charge cards are not reimbursable. The actual dollar amount withdrawn is covered through an employee's per diem.

        ii. Checked baggage transportation/storage fees (excess baggage must be authorized) - Checked baggage up to a certain weight and size limit may be transported without charge or for a set fee by the common carrier. Fees charged by common carriers to check baggage are reimbursable, in addition to expenses detailed in Section III.H.2, "Checked Baggage Fees".

        iii. Energy surcharges - Energy surcharges are reimbursable as itemized miscellaneous expenses. A variable energy surcharge will be included as a separate line item on each invoice. Energy surcharges are applied to deal

with rising energy costs. Energy surcharges are generally a nominal fee that is added to the basic lodging rate of a facility and is not included in the rate that is initially stated when reserving a room.

iv. Lodging resort fees - Lodging resort fees are reimbursable as an itemized miscellaneous expense when they are not optional and not included in the rate that is initially stated when reserving a room.

v. Expenses related to the rental of vehicles - Expenses related to the rental of vehicles such as gasoline is reimbursable and should be itemized and identified as miscellaneous expenses. However, optional expenses associated with the rental of vehicles, such as electronic navigation systems, require prior approval for reimbursement. Employees are expected to refuel rental vehicles before returning the vehicle to the rental agency to avoid excessive refuelling charges.

vi. Internet - Internet expenses are reimbursable for official business use only if the employee has not been provided a Government-issued wireless device (i.e., blackberry tethering device, air card, etc.) (see Section III.H.3, "Internet").

vii. Laundry/Dry Cleaning - under certain conditions (see Section III.H.4, "Laundry/ Dry Cleaning").

viii. Lodging taxes (for domestic CONUS and non-foreign OCONUS travel) - Lodging taxes are reimbursed as itemized miscellaneous expenses and are not included as part of the lodging per diem (see Section III.H.5, "Lodging Taxes").

ix. Taxis - (see Section III.H.6, "Taxis").

x. Telephone calls - (see Section III.H.7, "Telephone Calls").

xi. Tips - Tips for service personnel assisting with the carrying of government equipment and taxi drivers are reimbursable (see Section III.H.8, "Tips").

xii. Travel system and FEMA TMC fees - The travel system and FEMA TMC charge fees for various transactions. Employees should consult the travel system or FEMA TMC for more information on these fees. Employees should understand these fees and minimize transaction costs. For example, transactions processed through the travel system typically result in lower fees than calling the FEMA TMC.

2. Checked Baggage Fees

a. Reimbursable baggage charges include:

i. Transportation charges for checked personal baggage authorized by an Approving Official;

ii. Charges for transferring and/or storage of baggage when charges are the result of official business, including but not limited to, charges for storing baggage at lodging facilities after checkout and prior to departure; and

iii. Charges for baggage containing mission-critical government equipment.

b. If the employee expects to check baggage, he or she should indicate expected baggage fees on the TA (as determined by individual common carriers).

c. Excess baggage fees should be indicated on the TA or travel voucher and will only be approved by the employee's Approving Official when:

i. Employees go on extended TDY travel (more than 30 days);

ii. Employees are carrying government equipment and materials; or

iii. Employee has special equipment needs that require accommodation under the Americans with Disabilities Act (ADA).

3. Internet

a. Internet expenses are reimbursable for official business use only. Where available, employees must use internet access provided by Government facilities to avoid incurring unnecessary expenses. Internet expenses are reimbursable for official business use only if the employee has not been issued a wireless device (i.e., blackberry tethering device, air card, etc.). For example, if an employee is attending a GSA-sponsored conference, the employee should use the GSA wireless internet service at the conference if available rather than incurring costs from a non-Government resource.

b. Expected internet expenses for official business use must be estimated on the TA and clearly identified on the travel voucher if incurred.

4. Laundry/Dry Cleaning

The expenses incurred for laundry and dry cleaning at a TDY location are reimbursable as a miscellaneous travel expense if the employee incurs a minimum of four consecutive nights lodging on official CONUS travel. An employee's allowance for laundry is not to exceed $15 per week. Laundry and dry cleaning expenses have not been removed from foreign per diem rates established by the U.S. Department of State, or from non-foreign OCONUS per diem rates established by the U.S.

Department of Defense. Claims for laundry and dry cleaning expenses incurred in foreign areas and non-foreign OCONUS areas are included in the M&IE portion of per diem as an incidental expense.

5. Lodging Taxes

    a. For CONUS and non-foreign OCONUS travel, lodging taxes are treated and reimbursed as a miscellaneous travel expense and are not included as part of the lodging portion of per diem.

    b. Lodging taxes are included, however, in the lodging per diem rates established by the U.S. Department of State for foreign OCONUS travel (referred to by the FTR as "foreign travel"), and are not separately reimbursable as a miscellaneous expense.

    c. Some states, cities, and local municipalities offer tax exemption certificates which, provided certain conditions are met, allow Federal employees an exemption from lodging taxes and result in savings to the Government. A partial list of locations exempt from the lodging tax and tax exemption certificates are located on the GSA website. To be eligible to receive a tax exemption, employees may be required to:

        i. Present the appropriate tax exemption certificate to the hotel clerk at the time of registration;

        ii. Furnish a copy of the official TA if asked by the lodging facility; and/or

        iii. Show Federal Government credentials and/or the Government-issued travel card if requested by the lodging facility.

    d. Employees must request the tax exemptions at all lodging facilities if available while on TDY. Supervisors should ensure that employees are aware of tax exemptions for TDY locations.

6. Taxis

    A taxi may be used while on TDY travel when no other transportation is reasonably available or if it is the least expensive method of transportation, including consideration of duty time lost due to mode of transportation.

7. Telephone Calls

    a. If an employee has been provided a Government-issued cell phone, the employee is not eligible for reimbursement of phone call expenses.

b. If an employee has not been provided a Government-issued cell phone, the employee may be allowed one brief (three to five minutes) telephone call to the employee's ROR daily or to a second party caring for personal property, children, or other dependents of the employee while on official Government business. The total cost of the telephone call(s) may not exceed $5.00 per day or a maximum of $15.00 for any one week (5-7 days) TDY assignment.

8. Tips

a. Employees may be reimbursed for tips up to 15% of taxi fares. Tips for taxis may be lumped into a single taxi fare expense, but the tip amount must be clearly indicated on the receipt for fare/tip costs in excess of $75 for a single trip.

b. Employees may be reimbursed for tips paid at transportation terminals for handling government property.

c. Tips will not be reimbursed as a separate expense when paid by the employee for handling personal baggage; such tips should be paid for using the incidentals portion of the M&IE per diem and at the employee's discretion.

d. For those employees with special needs as identified under the Americans with Disabilities Act (ADA), tips paid for handling personal baggage are reimbursable.

I. Travel Status During Non-Workdays (Weekends, Federal Holidays, or Other Non-Scheduled Workday)

The employee is allowed a subsistence allowance for non-workdays as long as he/she is in TDY travel status. The Approving Official may decide, based upon cost considerations, if it is more cost-efficient to the Government for the employee to return to his/her OS during the weekends/holidays while in TDY travel status. FEMA will determine, on a case by case basis, whether an employee will be reimbursed for non-workdays when the employee takes leave immediately (i.e., Friday or Monday) before or after the non-workday(s).

J. Other General Guidance

1. Receipts for lodging, airfare, rental car, and registration, regardless of the amount, are required. Receipts for all other travel expenses in excess of $75.00 for any single transaction are also required. For example, an employee who incurs $80.00 in taxi fees in a single day after taking trips in two taxis at $40.00 per trip is not required to provide receipts, since neither transaction is more than $75.00. However, if the two transactions are reported as one expense and exceed $75 it must be documented on the voucher.

2. An employee traveling on official business must exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

Incurring excess costs for services unnecessary or unjustified in the performance of official business are not reimbursable and would not define the behavior of a prudent traveler.

IV. Definitions

A. **Actual Expense Allowance:** An actual expense allowance is an authorized payment of actual expenses incurred by an employee while on TDY travel.

B. **Actual Expense Method:** The method by which an employee may be reimbursed for actual expenses incurred while on TDY travel.

C. **Approving Official:** This official is normally a staff or program official, branch chief or above, who has been delegated authority, in writing, to approve travel. Normally, the Approving Official is the employee's supervisor who has full knowledge of the purpose and requirements of the proposed travel.

D. **Common Carrier -** An organization that transports persons according to defined routes and schedules, and offers its services to the general public. Airlines, trains, bus lines, and ships may be common carriers.

E. **Incidental Expenses:** Allowable travel expenses that include:

(1) Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

(2) Transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the TDY site; and

(3) Mailing cost associated with filing travel vouchers and payment of Government sponsored charge card billings.

F. **Locality:** The location where an employee is authorized on a TA to do official Government business.

G. **Miscellaneous Expenses:** Allowable travel expenses which cannot be classified as either subsistence or transportation expenses.

H. **Per Diem Allowance:** A per diem allowance is an established daily amount intended to provide for an employee’s daily lodging and M&IE while on authorized official TDY travel.

E. **Official Station (OS):** The OS of an employee is the location of the employee’s permanent work assignment.

I. **Residence of Record (ROR):** An employee's home address as it appears in the FEMA payroll system.

J. **Temporary Duty (TDY):** An employee's travel status when he or she is performing official travel away from the local commuting area of his/her OS for more than 12 consecutive hours.

K. **Travel Authorization (TA) (also referred to as Travel Orders):** Written permission to travel on official Government business that must be approved by the employee's supervisor or another FEMA Approving Official with knowledge and authority over the assignment.

L. **Travel Management Center (TMC):** The Agency's designated travel management center for reserving lodging, common carrier, and rental cars.

M. **Travel Status:** The length of time (including the travel time) that the employee is away from his/her ROR/OS while performing official business.

N. **Travel Voucher:** A written request, supported by documentation and receipts where applicable, for reimbursement of expenses incurred in the performance of official travel.

V. Authorities

A. Federal Travel Regulation (FTR), Part 301-11, "Per Diem Expenses".

B. DHS Financial Management Policy Manual (FMPM), Chapter 3 "Financial Management and Accounting," Section 3.2 "Introduction to Bank Card Program and Official Travel Regulation," Part 3.2.4 "Travel Handbook," dated October 27, 2010.

VI. Responsible Office:

For any questions regarding this Directive, please send email to FEMA-TravelPolicy@fema.gov. For voucher reimbursement questions, please call the FEMA Finance Center Travel Help Line at 800-310-3169.

VII. Supersession

This Directive supersedes the following:

A. FEMA Travel Policy Manual 6200, Chapter 19, "Reimbursement of Subsistence Expenses"

B. FEMA Travel Policy Manual 6200, Chapter 20, "Miscellaneous Expenses"

C. CFO Bulletin #132 “Reimbursements of Per Diem for Travel within 65 miles of Permanent Duty Station”.

VIII. References

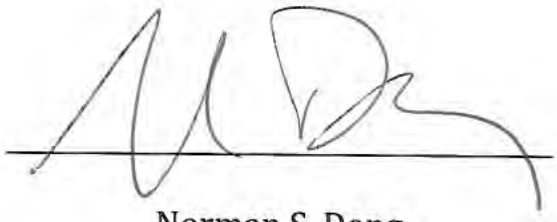
A. Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391).
B. FEMA Directive 123-1, "Emergency Lodging and Emergency Food for Operational Support"

V. Forms Prescribed

None

VI. Attachments

None



Norman S. Dong
Chief Financial Officer
Office of the Chief Financial Officer

Date: 11-23-11