INSPECTOR GENERAL
REPORT OF INVESTIGATION
18 September 2013
IV-13-0029
Unauthorized Commitment on Behalf of NSA and Misuse of GTCC

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(U) OFFICE OF THE INSPECTOR GENERAL

(U) Chartered by the NSA Director and by statute, the Office of the Inspector General conducts audits, investigations, inspections, and special studies. Its mission is to ensure the integrity, efficiency, and effectiveness of NSA operations, provide intelligence oversight, protect against fraud, waste, and mismanagement of resources by the Agency and its affiliates, and ensure that NSA activities comply with the law. The OIG also serves as an ombudsman, assisting NSA/CSS employees, civilian and military.

(U) AUDITS

(U) The audit function provides independent assessments of programs and organizations. Performance audits evaluate the effectiveness and efficiency of entities and programs and their internal controls. Financial audits determine the accuracy of the Agency's financial statements. All audits are conducted in accordance with standards established by the Comptroller General of the United States.

(U) INVESTIGATIONS

(U) The OIG administers a system for receiving complaints (including anonymous tips) about fraud, waste, and mismanagement. Investigations may be undertaken in response to those complaints, at the request of management, as the result of irregularities that surface during inspections and audits, or at the initiative of the Inspector General.

(U) INTELLIGENCE OVERSIGHT

(U) Intelligence oversight is designed to insure that Agency intelligence functions comply with federal law, executive orders, and DoD and NSA policies. The IO mission is grounded in Executive Order 12333, which establishes broad principles under which IC components must accomplish their missions.

(U) FIELD INSPECTIONS

(U) Inspections are organizational reviews that assess the effectiveness and efficiency of Agency components. The Field Inspections Division also partners with Inspectors General of the Service Cryptologic Elements and other IC entities to jointly inspect consolidated cryptologic facilities.

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I. (U) SUMMARY

(U/FOUO) This investigation was conducted in response to a complaint alleging that the individual assigned to the [Redacted] organization at NSA Texas (NSAT), entered into an unauthorized commitment on behalf of the NSA for payment of money without authority when she signed an agreement with the [Redacted] to reserve sleeping rooms for the conference attendees and banquet food and beverages for a social event. Further, it was alleged that the individual misused her Government Travel Credit Card (GTCC) by using it to pay for unofficial charges incurred from her agreement with [Redacted]. The allegations resulted from information discovered during an OIG audit of NSA conferences which was referred to Investigations.

(U/FOUO) The OIG concluded that the individual entered into an unauthorized commitment on behalf of NSA for payment of money without authority when she signed an agreement with [Redacted] in violation of DoD Financial Management Regulation (FMR), Volume 14, §020101(A)(2) and Federal Acquisition Regulation (FAR) §1.601.

(U/FOUO) The OIG concluded that the individual misused her GTCC in violation of DoD FMR Volume 9, Chapter 3, §031.003.

(U/FOUO) A copy of the OIG report will be forwarded to Employee Relations, MR, for action deemed appropriate. A summary of our report will be forwarded to the Associate Directorate for Security and Counterintelligence (ADS&CI), Special Actions, Q234, and to the Office of General Counsel (OGC), Administrative Law, D23, for information.
II. (U) BACKGROUND

(U) Introduction

(U) [redacted] entered on duty with NSA on [redacted] and is currently assigned to NSAT, as a [redacted] was previously assigned to
[b] from [b].

(U) [redacted] hosted the [redacted] that took place in the [redacted] which was the conference’s administrative point of contact. [redacted] recommended conference attendees stay at the [redacted] and she organized a social event there for them on April 28th. Although the conference was an official function being hosted by NSA, the social event was a separate and unofficial event that was coordinated by [redacted].

(U) Applicable Authorities

(U) The investigation looked at possible violations of the following authorities. See Appendix A for full citations.

— (U) 31 U.S.C. § 1341, (a)(1)(B), Limitations on Expenditure and Obligating Amounts
— (U) DoD Financial Management Regulation (FMR), Volume 9, Chapter 3, § 031003, Misuse
— (U) DoD FMR, Volume 14, § 020101(A)(2), Amount Limitation
— (U) Federal Acquisition Regulation (FAR) § 1.601, General
— (U) FAR § 1.602-3(a), Ratification of Unauthorized Commitments
— (U) NSA/CSS PMM Chapter 366, § 1.3(F), General Principles For On-The-Job Conduct
III. (U) FINDINGS

(U//FOUO) ALLEGATION 1: Did [redacted] enter into an unauthorized commitment on behalf of NSA for payment of money without authority?

(U//FOUO) CONCLUSION: Substantiated. The preponderance of the evidence supports the conclusion that [redacted] entered into an unauthorized commitment on behalf of NSA for payment of money without authority, in violation of DoD Financial Management Regulation (FMR), Volume 14, § 020101(A)(2) and Federal Acquisition Regulation (FAR) § 1.601, and NSA/CSS PMM Chapter 366, § 1.3.

(U//FOUO) ALLEGATION 2: Did [redacted] use her GTCC to pay for unofficial charges?

(U//FOUO) CONCLUSION: Substantiated. The preponderance of the evidence supports the conclusion that [redacted] used her GTCC to pay for unofficial charges in violation of DoD FMR Volume 9, Chapter 3, § 031003.

(U) Evidence

(U) Documentary Evidence

(U//FOUO) Documents from Audits, D13. On 18 October 2012, Auditor [redacted] D13, provided documents collected during their audit of the [redacted]. The relevant documents provided by [redacted] are summarized as follows and are attached at Appendix B:

1. (U) Engagement Agreement. This agreement states that “In consideration for the mutual covenants herein, [name of hotel] (the “Hotel”) and the Group named below (the “Group”) agree to engage in the Event described below under the specified terms.” The Group is identified as the National Security Agency and the Group’s contact is [redacted]. This agreement further states that the Group pays for the organized functions and meeting room and equipment, and individuals pay for the rooms.

(U) Additionally, the agreement states that the anticipated room revenue is $23,670 and the anticipated Food and Beverage (F&B) revenue is $2,925. The end of the agreement contains a paragraph that states the following: “Your signature below confirms that you have authority to enter this agreement and, if signing on behalf of an organization, you can bind that organization. You agree to pay in full all amounts when due; if not paid
when due interest of 1.5% per month and collect fees, including reasonable attorney's fees, will be charged until paid. If the Group defaults on any amount due, the undersigned agrees to personally guarantee full payment of the balance due.”

2. (U) On 30 July 2012, [redacted] Senior Account Manager at [redacted] sent [redacted] a copy of the [redacted] invoice for the charges associated with the social and attrition. The invoice states that the company name is National Security Agency and lists the following charges:

- Total $4,822.17

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3. (U) Email to Conference Attendees. On 15 March 2010, [redacted] emailed guidance for the [redacted] to numerous NSA employees. [redacted] explained that she reserved a block of [redacted] at the [redacted] and that there would be a social event on Wednesday at 1800 hours. [redacted] Also, she stated that there would be an additional charge of $5.00 per person per day or $10.00 per person for three days, for coffee, water, soft drinks, and snacks.

4. (U) Email to [redacted]. On 12 July 2012, [redacted] emailed [redacted] that the only contract signed between her and the hotel was for the block of rooms and the social event.

(U/FOOU) RTA. RTA for this conference was approved on 4 May 2010, and only contained charges for official travel related expenses. RTA is attached at Appendix C.

(U) GTCC Statements. GTCC statement shows a charge of $4,822.17 on 19 July 2010; by the merchant GTCC statements are attached at Appendix D.

1 "Attrition" is the difference between the number of rooms contracted for and the actual number of rooms used.
Email to the OIG. On 19 March 2013, the OIG emailed a copy of the invoice and her GTCC statement. The OIG asked to explain how she paid her GTCC balance for the cost of the banquet and attrition. On March 19th replied that she does not recall how much money she received from the attendees for the social event but believes that some people gave her extra money to cover the social event charges. recalls complaining to the hotel about the attrition charge because some of the employees that registered for the conference were in Europe and could not travel due to bad weather said she is confident that she paid the attrition charge out of her personal funds. This email is attached at Appendix E.

Search of Outlook. On 12 February 2013, the OIG reviewed Outlook files on the classified system. The OIG did not find any files relevant to this investigation. It appears that deleted most of her emails that were dated before 2011.

Ethics Bulletin # 7, Ethics and Fiscal Law, “Training Events, Workshops, Seminars, and Team-Builds”. This guidance is published on the Office of General Counsel (OGC) website. This bulletin provides the following guidance:

1. (U) Obligating the Agency and Certifying Funds. At the earliest stages of event planning, organizations hosting training should talk to their Contracting Officer. Individuals working with outside entities on training arrangements must have the requisite contracting authority to obligate the Government in connection with external event commitments.

(U) Determination and certification of fund availability are the responsibility of a Finance Officer. Event organizers must talk to their Finance Officer before making any statements to external parties that could be construed as Agency commitments involving appropriated funds. If Agency officials make resource and financial commitments (e.g., guaranteed number of attendees or hotel event rooms) without contracting authority, they might be subject to personal liability.

2. (U) Socials: Food at socials (e.g., “welcome receptions,” “icebreakers,” “Happy Hours”) that precede or follow training sessions has been deemed not necessary to obtain the full benefit of the training. Therefore, food at such events must be at the personal expense of the participants and not at the expense of the Agency.

Testimonial Evidence

was telephonically interviewed on 6 January 2013, and provided the following sworn statement:

served as a Contracting Officer’s Representative (COR) in 2005 and 2006, and is currently a COR at NSAT. She has received COR training, was not a Contracting Officer (CO) or COR during the period she coordinated the
acknowledged that only warranted COs can sign or enter into contracts on behalf of the government. The hotel required her to sign an agreement to reserve the guest rooms and the room for the social event. The hotel manager told the respondent that she was personally responsible for the contract and was not obligating NSA because although the conference itself was an official government function, the social was not. However, she still wanted her to sign the agreement for their records. She did not realize she was entering into an unauthorized agreement when she signed the Engagement Agreement because she told the hotel that she was personally responsible. She recalls that the agreement had “NSA” on it but that was because she worked for NSA and she still considered herself solely responsible for the agreement. She said that a NSA CO was not involved in the agreement because the contract was only for the social event and the sleeping rooms.

Collected money from each person that attended the social event. She did not keep a record of how much money she received. She deposited the money into her personal bank account. She used her GTCC to pay for the social event costs and attrition because the hotel did not accept cash and she did not have a personal credit card with a high enough limit. She thinks she received enough money from everyone to cover the charges for the social.

(U/FOUO) Analysis and Conclusion

(U/FOUO) FAR § 1.601 states that contracts may be entered into and signed on behalf of the Government only by contracting officers. Also, DoD FMR, Volume 14, § 020101(A)(2) states that any employee of the Government may not involve the Government in any contract or obligation for the payment of money before an appropriation is made available or the law authorizes such contract or obligation. NSA/CSS PPM Chapter 366, § 1.3(F) states that every employee is expected to avoid knowingly making any unauthorized commitments or promises that bind the Government. While there is no evidence that she expected NSA to pay for any charges related to the agreement, nor is there evidence that she received any money from the Government to assist her in paying for those charges, the agreement that was signed on 3 March 2010, states that NSA is the “Group” and that the agreement is between the respondent and the “Group.” She was not a contracting officer and did not have the authority to sign the agreement on behalf of the Government. Also, since she has prior contracting experience and the agreement clearly stated that NSA was the responsible party, it is unlikely that she did not know she was entering into an unauthorized commitment on behalf of the Government.

(U/FOUO) The preponderance of the evidence supports the conclusion that she entered into an unauthorized commitment on behalf of NSA without authority when she signed the agreement. Her actions are in violation of DoD FMR, Volume 14, § 020101(A)(2), FAR § 1.601, and NSA/CSS PPM Chapter 366, § 1.3(F).
(U//FOUO) Additionally, [redacted] used her GTCC to pay for the remaining balance of $4,822.18. Although [redacted] paid for those charges using personal funds, it is against NSA policy to use the GTCC for anything other than official travel related expenses. Her actions were in violation of DoD FMR Volume 9, Chapter 3, § 031003.
V. (U) RESPONSE TO TENTATIVE CONCLUSION

(U/FOUO) [Redacted] was advised of the tentative conclusions resulting from the OIG investigation via e-mail on September 17, 2013. On September 18th, [Redacted] responded that she had no additional comments.
VI. (U) CONCLUSION

(U//FOUO) The preponderance of the evidence supports the conclusion that [REDACTED] entered into an unauthorized commitment on behalf of NSA without authority when she signed the [REDACTED] agreement. Her actions are in violation of DoD FMR, Volume 14, §020101(A)(2), FAR §1.601, and NSA/CSS PMM Chapter 366, §1.3(F).

(U//FOUO) Additionally, the preponderance of the evidence supports the conclusion that [REDACTED] used her GTCC to pay for the remaining balance of $4,822.18. Although [REDACTED] paid for those charges using personal funds, it is against NSA policy to use the GTCC for anything other than official travel related expenses. Her actions were in violation of DoD FMR Volume 9, Chapter 3, §031003.
VII. (U) DISTRIBUTION OF RESULTS

(U//FOUO) A copy of this report of investigation will be provided to:

A. MR, Employee Relations, for any action deemed appropriate.

(U//FOUO) A summary of this report of investigation will be provided to:

A. OGC, Administrative Law, D23, for information, and;

B. Q234, ADS&CI (Special Actions) for information.

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Concurred by:

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Assistant Inspector General for Investigations

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APPENDIX A

(U) Applicable Authorities
(U) 31 USC § 1341 – Limitations on Expending and Obligating Amounts

(U) (a)(1) An officer or employee of the United States Government or of the District of Columbia government may not –

(B) involve either government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law;

(U) DoD Financial Management Regulation (FMR), Volume 9, Chapter 3, Section 031003

(U) Misuse of the GTCC will not be tolerated. Commanders/supervisors will ensure GTCCs are issued only for official travel related expenses. Examples of misuse include, but are not limited to: (a) expenses related to personal, family or household purposes, (b) cash withdrawals from ATMs or banks when not related to official Government travel requirements, (c) intentional failure to pay undisputed charges in a timely manner, and (d) ATM cash withdrawals taken more than three days prior to official Government travel. Cardholders who misuse their GTCC may be subject to administrative or disciplinary action, as appropriate. Commanders and supervisors will ensure that Component guidelines are followed in administering disciplinary actions, when appropriate. Although the GTCC may generally be used only for expenses associated with official Government travel, the following expenses (while not reimbursable) are considered to be incidental to official travel. The traveler will pay for non-reimbursable expenses listed below as part of the normal payment process.

(U) Incidental Expenses. The cardholder, while in a travel status, may use the GTCC for non-reimbursable incidental travel expenses such as in-room movie rentals, personal telephone calls, exercise fees, and beverages, when these charges are part of a room billing and are reasonable. Additional expenses incurred for spousal occupancy (hotel room) and meals may be included if inherent to the traveler’s billing statement even if the additional expense is not reimbursable. Separate charges for airfare, hotel rooms, rental cars or meals for spouses or family members are not authorized to be charged on the GTCC.

(U) DoD Financial Management Regulation (FMR), Volume 14, Chapter 2, Section 020101, (A)(2)

(U) A. Amount Limitation. Section 1341 of title 31, U.S.C. stipulates that any officer or employee of the United States Government or of the District of Columbia government may not:

2. Involve the Government in any contract or obligation for the payment of money before an appropriation is made available, unless the law authorizes such contract or obligation.

(U) Federal Acquisition Regulation (FAR), Career Development, Contracting Authority, and Responsibilities, Section 1.601, General

(U) ... Contracts may be entered into and signed on behalf of the Government only by contracting officers....
(U) FAR § 1.602-3, Ratification of Unauthorized Commitments

(U) (a) Definitions. "Unauthorized commitment," as used in this subsection, means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement on behalf of the Government.

(U) NSA/CSS PMM Chapter 366, § 1.3. General Principles For On-The-Job Conduct

Generally, every employee is expected to:

(U) F. Avoid knowingly making any unauthorized commitments or promises that bind the Government.
APPENDIX B

(U) DOCUMENTS FROM AUDITS
From: 
Sent: Monday, March 15, 2010 3:18 PM 
To: 
Cc: 
Subject: 

Classification: SECRET//REL TO USA, AUS, CAN, GBR, NZL//20320108

Are you both tracking to attend? Should be a good time

(U//FOUO)

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From: 
Sent: Monday, March 15, 2010 8:58 AM 
To: 

Subject: 

Classification: SECRET//REL TO USA, AUS, CAN, GBR, NZL

(U//FOUO) This e-mail provides guidance on the [redacted] being held in

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(b)(6)
Subject: RE: (U) OIG Request for POC.

From: [Redacted]
Sent: Wednesday, July 11, 2012 9:42 AM

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Thursday, July 12, 2012 12:28:30 PM

Hi [Redacted],

I hope you received my message. I have folders that rest in somewhere I can forward them to you that I [Redacted] should be able to help you out with the folder.

(U/FOUO) The conference agenda and attendees listing should also be in the folder [Redacted] has soft copies of them and can forward now if you'd like.

(U/FOUO) The only contract that was signed was between me and the hotel for the block of rooms and the social. That and the invoices should be in the folder.

(U) There were no MOUs/ MOAs/ MUPRs associated with the conference.

(U/FOUO) Provided name tents, note pads, folders and pens for attendees from supply.

(U/FOUO) The attendees paid for the social and snacks out of their per diem meal money.

(U) I will be back at the Fort and can meet with you personally then. Just let me know. Thanks.
To:
Cc:

Subject: (U) OIG Request for POC:

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

Good morning

(U//FOUO) The Office of Inspector General (OIG) is currently conducting the Audit of Conference-Related Expenses (see attached). As part of our audit, we will be reviewing the expenses for which you were listed as the POC(s).

(U//FOUO) It doesn’t appear that either of you are still here locally — is there a local POC that would be able to meet with us and provide us with the following documentation?

1. (U) Conference agenda
2. (U) List of all attendees
3. (U) Contract number[s], as applicable
4. (U) Copies of receipts, invoices, etc.
5. (U) MOUs/MOAs/MIPRs, as applicable

(U) Thank you.

(Vr)

Classification: UNCLASSIFIED//FOR OFFICIAL USE ONLY

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APPENDIX C

(U) RTA

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(b)(6)
APPENDIX D

(U) GTCC STATEMENTS

(b)(3) - P.L. 86-36
(b)(6)
## Cardholder Statement

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Previous Balance: $1,228.10  
Total Payments: $1,200.00  
Total Amount Due: $337.17

Purchases: $631.12  
Previous Disputes: N/A  
Current Disputes: N/A

Other Debits: $0.00  
Other Credits: $322.05  
Statement Total: $337.17

Tax Total: $0.00  

https://www.cards.citidirect.com/StmtPrint.asp?id=9153510&inq=0&option=0&TS=6359...  2/7/2013

Doc ID: 6627186  
Release: 2018-08  
NSA: 04143
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End of Statement

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(b)(3) - P.L. 86-36
(b)(6)
APPENDIX E

(U) EMAIL TO THE OIG

(b)(3) - P.L. 86-36
(b)(6)
Hi,

(U//FOUO) I called and left you a message. I'm going on leave starting tomorrow and will return to work on 2 April 2013.

(U//FOUO) I don't remember how much money I was given. We charged the people attending the social (attendees and some spouses/friends) for the food and also charged people attending for the snacks and drinks during the actual conference. All I know is that I paid the bill out of my account. My RTA money is sent to my account. I did complain to the hotel about the attrition charge because of the grounded European flights due to ash, but they told me that could not waive that charge. But that was part of the $1700+ amount remaining, so I feel confident that I paid that charge out of my personal funds. When we collected for the social at the social, some people could have given extra money for their drinks.

(U//FOUO) I did not get reimbursed by the Government for any of the social costs. You had mentioned that

not for specific reimbursement for any out-of-pocket expenses that I paid for the

(U) If this isn't sufficient or if you need any additional information, I'll be back on the 2nd. Thanks,
From: [Redacted]
Sent: Tuesday, March 19, 2013 3:59 PM
To: [Redacted]
Subject: RE: (U) NSA Office of the Inspector General (OIG) Inquiry

Classification: UNCLASSIFIED FOR OFFICIAL USE ONLY

Thank you for speaking with me last month. I have one additional question for you in support of this OIG inquiry and have attached the [Redacted] social/banquet invoice and your GTCC statements to assist you.

1) There is a charge on your GTCC for $4,822 which covers the total cost on the attached banquet invoice. I know that the banquet attendees [Redacted] This still leaves $763.17 for the additional banquet costs and $954 for attrition (shortage of rooms contracted). Please let me know how you paid for the extra banquet costs and the attrition. I mentioned over the phone that I was told you paid for the extra costs out-of-pocket but you said you do not recall saying that or recall having to pay for any of it out-of-pocket. I would like to know in detail, how the additional costs were paid for.

I'd like to discuss this with you over the phone after you have a chance to look this over. Are you available to talk with me tomorrow any time between 1000 and 1300, or Thursday same timeframe? Please let me know which date and time works best for you.

Thank you,

(U/FOUO)

Investigator
Office of the Inspector General
963-0947(s)

"PRIVACY SENSITIVE – any misuse or unauthorized disclosure may lead to disciplinary action."