Description of document:	Reports of Several Department of the Interior (DOI) Inspector General (OIG) Closed Investigations 2014-2020
Requested date:	10-May-2023
Release date:	06-October-2023
Posted date:	06-January-2025
Source of document:	FOIA Request FOIA Officer Office of the Inspector General (OIG) U.S. Department of the Interior 1849 C Street, NW, Room MS-4428, MIB Washington, DC 20240 Fax: (202) 219-1944 (Attention: FOIA Officer) Email: foia@doioig.gov

OFFICE OF
INSPECTOR GENERAL
U.S.DEPARTMENT OF THE INTERIOR

October 6, 2023

VIA EMAIL

Re: OIG-2023-00143

This is in response to your Freedom of Information Act (FOIA) request dated May 10, 2023, which was received by the Office of Inspector General (OIG) on the same day. You requested the following information under the FOIA, 5 U.S.C. § 552:

> A copy of the final report, report of investigation, closing memo or any equivalent concluding document regarding each of these closed DOI OIG investigations: OI-CO-19-0361-I, OI-MT-20-0134-I, OI-PI-19-0723-I, OI-OG-19-0222-I, OI-PI-0434-I, OI-PI-19-0336-I, OI-PI-18-0375-I, OI-PI-19-0851-I, OI-PI-19-0396-I, OI-PI-19-0845-I, OI-MT-18-0337-I, OI-CA-16-0176-I, OI-MT-18-1207-I, OI-MT-18-1192-I, OI-GA-19-0079-I, OI-GA-18-0898-I, OI-OG-13-0074-I, OI-VA-14-0746-I, OI-PI-18-0937-I, OI-VA-19-0473-I, OI-MT-19-0762-I, and OI-VA-20-0344-I.

We do not bill requesters for FOIA processing fees when their fees are less than $50.00, because the cost of collection would be greater than the fee collected. *See* *43 C.F.R. § 2.49(a)(1)*. Therefore, there is no billable fee for the processing of this request.

We obtained the documents you seek and conducted a review of the material you requested. After reviewing this information, we have determined that we may release one hundred and one (101) pages of responsive documents with FOIA redactions, pursuant to exemption 5 U.S.C. § 552(b)(7)(C). Additionally, it was determined that we may not release any of the responsive documents for OI-CA-16-0176-I and OI-MT-18-0337-I pursuant to exemption 5 U.S.C. § 552(b)(3). Lastly, investigations OI-PI-18-0937-I and OI-PI-19-0845-I were administratively closed and no Report of Investigation was completed.

FOIA requires that agencies generally disclose records. Agencies may only withhold requested records only if one or more of nine exemptions apply.

Exemption 3 allows the withholding of information protected by a nondisclosure provision in a federal statute other than FOIA. If a federal statute requires that certain records be withheld or

establishes particular criteria for withholding based upon the nature of the record, those records are exempt from disclosure under the FOIA. See 5 U.S.C. §552(b)(3)(A).

Specifically, in this case the records requested contain information obtained through a Federal grand jury – subjecting it to the secrecy provisions under Rule 6(e) of the Federal Rules of Criminal Procedure. *See* Fed. R. Crim. P. 6(e). Rule 6(e) regulates the disclosure of matters occurring before a grand jury. The release of federal grand jury material is specifically prohibited unless it meets one of the narrow exceptions included in Rule 6(e). In this case the requested material is not releasable under Rule 6(e) and because it satisfies FOIA Exemption 3's requirement for withholding records, we are unable to provide you with the documents you have requested.

Exemption 7 allows agencies to refuse to disclose records compiled for law enforcement purposes under any one of six circumstances (identified as exemptions 7 (A) through 7 (F)). Law enforcement within the meaning of Exemption 7 includes enforcement pursuant to both civil and criminal statutes.

Specifically, Exemption 7(C) permits an agency to withhold information contained in files compiled for law enforcement purposes if production "could reasonably be expected to constitute an unwarranted invasion of personal privacy." U.S.C. § 552(b)(7)(C). Thus, the purpose of Exemption 7(C) is to protect the privacy of an individual if one exists. To determine this, we must evaluate not only the nature of the personal information found in the records, but also whether release of that information to the general public could affect that individual adversely. In this case, we find that release of personal information could reasonably be expected to have a negative impact on an individual's privacy. However, even if a privacy interest exists, we must nevertheless disclose the requested information if the public interest outweighs the privacy interest in the information requested. In this instance, you have not established that release of the privacy information of witnesses, interviewee, middle and low-ranking federal employees and investigators, and other individuals name in the investigatory file, would shed light on government operations, and we have not found such a public interest in this case. For this reason, after reviewing the information in question, we have determined that disclosure would be an unwarranted invasion of personal privacy and we must withhold this information under FOIA Exemption 7(C).

Exemption 7(E) protects law enforcement records if their release would disclose techniques and procedures for law enforcement investigations or prosecutions or would disclose guidelines for law enforcement investigations or prosecutions if the disclosure could reasonably be expected to risk circumvention of the law. For the materials that have been withheld under 7(E), we have determined that they are techniques for law enforcement investigations or prosecutions, whose release could reasonably be expected to risk circumvention of the law.

As amended in 2016, the Freedom of Information Act provides that a federal agency or department (hereinafter "agency") may withhold responsive records only if: (1) the agency reasonably foresees that disclosure would harm an interest protected by one of the nine exemptions that FOIA enumerates; or (2) disclosure is prohibited by law. 5 U.S.C. § 552(a)(8)(A)(i). We reasonably foresee that disclosure would harm an interest protected by one or more of the nine exemptions to the FOIA's general rule of disclosure.

If you disagree with this response, you may appeal this response to the OIG's FOIA/Privacy Act Appeals Officer. If you choose to appeal, the OIG FOIA/Privacy Act Appeals Officer must receive your FOIA appeal **no later than 90 workdays** from the date of this letter. Appeals arriving or delivered after 5 p.m. Eastern Time, Monday through Friday, will be deemed received on the next workday.

Your appeal must be made in writing. You may submit your appeal and accompanying materials to the OIG FOIA/Privacy Act Appeals Officer by mail, courier service, fax, or email. All communications concerning your appeal should be clearly marked with the words: "FREEDOM OF INFORMATION APPEAL." You must include an explanation of why you believe the OIG's response is in error. You must also include with your appeal copies of all correspondence between you and the OIG concerning your FOIA request, including your original FOIA request and the OIG's response. Failure to include with your appeal all correspondence between you and the OIG will result in the OIG's rejection of your appeal, unless the OIG FOIA/Privacy Act Appeals Officer determines (in the OIG FOIA/Privacy Act Appeals Officer's sole discretion) that good cause exists to accept the defective appeal.

Please include your name and daytime telephone number (or the name and telephone number of an appropriate contact), email address and fax number (if available) in case the OIG FOIA/Privacy Act Appeals Officer needs additional information or clarification of your appeal. The OIG FOIA/Privacy Act Appeals Office Contact Information is the following:

Office of the Inspector General
U.S. Department of the Interior
1849 C Street, NW
MS-4428
Washington, DC 20240
Attn: FOIA/Privacy Act Appeals Office

Telephone: (303) 236-9161
Fax: (703) 487-5432
Email: oig_foiaappeals@doioig.gov

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of FOIA. *See* 5 U.S.C. 552(c). This response is limited to those records that are subject to the requirements of FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

The 2007 FOIA amendments created the Office of Government Information Services (OGIS) to offer mediation services to resolve disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. Using OGIS services does not affect your right to pursue litigation. You may contact OGIS in any of the following ways:

Office of Government Information Services
National Archives and Records Administration

8601 Adelphi Road - OGIS
College Park, MD 20740-6001

E-mail: ogis@nara.gov
Web: https://ogis.archives.gov
Telephone: 202-741-5770
Facsimile: 202-741-5769
Toll-free: 1-877-684-6448

Please note that using OGIS services does not affect the timing of filing an appeal with the OIG's FOIA & Privacy Act Appeals Officer.

However, should you need to contact me, my telephone number is (771) 216-1220 and the email is foia@doioig.gov.

Sincerely,

Danielle Sanzi

Danielle Sanzi
Attorney Advisor

Enclosure

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title
Alleged Misuse of Funds and Ethics Violations by a U.S. Fish and Wildlife Service (b) (7)(C)
Reporting Office
Program Integrity Division

Case Number
OI-PI-19-0336-I

Report Date
November 5, 2019

Report Subject
Report of Investigation

SYNOPSIS

We investigated allegations that (b) (7)(C) the U.S. Fish and Wildlife Service (FWS) (b) (7)(C) , awarded or manipulated a (b) (7)(C) grant to benefit his friend, (b) (7)(C) , the (b) (7)(C) (b) (7)(C) in return for a letter of recommendation from (b) (7)(C). We also investigated an allegation that (b) (7)(C) benefitted from a $(b) (7)(C) grant that the FWS awarded to the (b) (7)(C) which the (b) (7)(C) used to conduct (b) (7)(C) on (b) (7)(C) private property. We also investigated an allegation that (b) (7)(C) may have used inside knowledge to purchase land, and then enrolled that land into a (b) (7)(C) program with the (b) (7)(C) so that he could benefit financially.

We found no evidence (b) (7)(C) awarded or manipulated a grant to benefit (b) (7)(C) nor did we find evidence that (b) (7)(C) awarded the grant in return for a letter of recommendation from (b) (7)(C) (b) (7)(C) awarded the grant in (b) (7)(C) (b) (7)(C) and (b) (7)(C) the letter of recommendation 2 years later, in (b) (7)(C) (b) (7)(C). We also found no evidence that (b) (7)(C) personally benefitted from a grant that the FWS awarded to the (b) (7)(C), nor did we find evidence that (b) (7)(C) violated any Federal laws or ethics regulation with his application for a (b) (7)(C) program.

DETAILS OF INVESTIGATION

We initiated this investigation on March 6, 2019, after a confidential complainant alleged (b) (7)(C) , U.S. Fish and Wildlife Service (FWS) (b) (7)(C) , awarded a $(b) (7)(C) (b) (7)(C) grant to benefit his friend, (b) (7)(C) (b) (7)(C) , in return

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Approving Official/Title (b) (7)(C) ASAC	Signature Digitally signed.

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for a letter of recommendation from [redacted]. The complainant also alleged that [redacted] benefitted from a $[redacted] grant that the FWS awarded to the [redacted], which the [redacted] used to conduct [redacted] on [redacted] private property.

During our investigation, we received an additional allegation that [redacted] may have used inside knowledge to privately purchase land, and then enrolled that land into a [redacted] program within the [redacted] so that he could benefit financially.

No Evidence That [redacted] Awarded or Manipulated a Grant to Benefit [redacted] or Himself

On [redacted], submitted a grant application to the FWS for a [redacted] project titled, [redacted]. The FWS awarded the grant on [redacted]. The $[redacted] grant funds the salary and benefits for a Research Assistant Professor in the [redacted] from [redacted], to [redacted] (**Attachments 1 and 2**).

Prior to the award, [redacted] (then the FWS [redacted], [redacted] the [redacted] the FWS [redacted] Field Office, as well as U.S. Geological Survey (USGS) officials and university officials with the USGS research unit, attended a cooperative research unit meeting at [redacted] in [redacted] 2014. At this meeting, they discussed [redacted] and the fact that the USGS did not have the funds to backfill the position.

[redacted] told us that [redacted] was scheduled [redacted] and the USGS did not have the funds to hire a replacement. [redacted] said he and [redacted] worked together to fund a new fisheries [redacted] position. He noted that this position was a high priority for both the FWS and the [redacted] because the position was responsible for managing the species listed on the Endangered Species Act and helping develop regulations to enforce it and other acts (**Attachments 3 and 4**).

Though he awarded the grant to the [redacted] said he did not do so because he was friends with [redacted] or so that [redacted] would write him a letter of recommendation for the FWS [redacted] position in [redacted] 2 years after [redacted] approved the [redacted] grant for the [redacted] position. [redacted] told us that he did not know of any benefit that [redacted] may have received from the grant. He stated further that he did not know if [redacted] knew the fisheries [redacted] who was ultimately hired. [redacted] said he also did not know the fisheries [redacted] who was hired, asserting that the hiring was the sole discretion of [redacted] acknowledged that [redacted] a letter of recommendation for him, as did three other individuals, but he did not solicit the letters (see Attachments 3 and 4).

[redacted] told us that he recalled discussing [redacted] during the [redacted] 2014 meeting. [redacted] said that [redacted] supported contributing FWS funds for the position and that [redacted] agreed the [redacted] would provide funds as well (**Attachments 5 and 6**).

[redacted] said in his OIG interview that he did not receive any benefit from the grant for the fisheries [redacted] position and that he had not previously known [redacted], the [redacted] whom [redacted] hired, nor did he play a role in [redacted] hiring. [redacted] said [redacted] did not ask him for anything in return for the grant, to include writing a letter of recommendation for him for the [redacted]

position in [redacted] said [redacted] the letter of recommendation for [redacted] on [redacted] more than 2 years after the grant was awarded, because he admired [redacted] and believed he had integrity. [redacted] said [redacted] did not solicit him [redacted] the letter and did not offer him anything in return for the letter (**Attachment 7** and see Attachments 5 and 6).

[redacted] also told us that he recalled discussing (b) (7)(C) [redacted] at the meeting and said that the USGS did not have the ability to backfill that position. According to [redacted], the group recognized the importance of retaining the position and discussed that perhaps the FWS and the [redacted] could fund an associate professor position at [redacted] that would continue some of [redacted] research and teaching duties (**Attachments 8 and 9**).

[redacted] said that he was part of the interview panel that hired (b) (7)(C) [redacted] at [redacted] but noted that university officials made the final hiring decision. [redacted] said he was not aware of any way that [redacted] hiring could benefit (b) (7)(C) and did not see any indication that [redacted] influenced who [redacted] should or did ultimately hire. [redacted] said he believed [redacted] and [redacted] had a "very good" relationship and interacted often due to their respective positions, but he did not believe [redacted] and [redacted] benefitted personally from their relationship (see Attachments 8 and 9).

No Evidence That [redacted] Personally Benefitted from a Grant Awarded to the [redacted]

[redacted] told us that shortly after he bought his land in [redacted], he found information on the [redacted] website that it assisted private landowners with (b) (7)(C) [redacted], so he contacted the [redacted] and had it facilitate a (b) (7)(C) [redacted] on his private property in the beginning of [redacted] for which he paid $[redacted] (**Attachment 10** and see Attachments 3 and 4). FWS' Ethics (b) (7)(C) [redacted] told us that, as long as [redacted] went through the same process and paid the same rate as other public applicants, then he could pay to have the [redacted] burn his private land **(Attachments 11 and 12)**.

(b) (7)(C) [redacted], the (b) (7)(C) (b) (7)(C) [redacted], said he [redacted] in [redacted] on (b) (7)(C) land in (b) (7)(C), and at that time he did not know that [redacted] was an FWS [redacted] (b) (7)(C) [redacted]. (b) (7)(C) said [redacted] did not ask for any special rates or anything extra and explained that (b) (7)(C) went through the same process as any private landowner and was charged the standard rate for time and equipment. [redacted] also said he did not develop a friendship with [redacted] (**Attachments 13 and 14**).

When we asked about the $(b) (7)(C) grant award to the (b) (7)(C) (b) (7)(C) said that in [redacted] while at a (b) (7)(C) [redacted] meeting, the (b) (7)(C) (b) (7)(C) [redacted] asked all the entities (Federal and State agencies, military, and non-profit groups) in the meeting to support the (b) (7)(C) [redacted] Partnership, which was a (b) (7)(C)-led program to manage and restore (b) (7)(C) [redacted] along the (b) (7)(C) [redacted] (b) (7)(C) committed the FWS to provide funding to the partnership through a grant to the (b) (7)(C) that he believed totaled around $[redacted] [redacted] acknowledged that the work (b) (7)(C) [redacted] Partnership did to assist private landowners in [redacted] their land was similar to what the [redacted] did to his land, but he denied he awarded the [redacted] money because he had a personal relationship with the [redacted] and clarified the money was for the partnership, not the [redacted] (see Attachments 3 and 4).

[redacted] also told us that he had the (b) (7)(C) (b) (7)(C) his land again in [redacted] and paid a total of $[redacted] and that it was not the (b) (7)(C) [redacted] Partnership that [redacted] his land (**Attachment 15** and see Attachments 3 and 4). [redacted] acknowledged he knew [redacted] had his land [redacted] again in [redacted] but

said that he ([redacted] did not participate in [redacted] because of his [redacted] new position and that [redacted] contacted the [redacted] in [redacted] area to assist with [redacted], as the [redacted] for the [redacted] Team with the [redacted] Partnership, also said the partnership had not done any work on [redacted] land (see Attachments 13 and 14).

[redacted] for FWS' [redacted], said he knew [redacted] had his land [redacted] by [redacted] 2 or 3 years prior to the FWS awarding a grant to the [redacted]. He did not think [redacted] agreed to award the grant to the [redacted] because of that past interaction with [redacted] and he did not see evidence of a quid pro quo between [redacted] and [redacted]. [redacted] explained he [redacted] the meetings where they discussed creating the [redacted] Partnership and FWS' role in the partnership (**Attachments 16 and 17**). [redacted] said his office ultimately processed the grant through an existing agreement with [redacted] as a modification for $[redacted] because it was quicker, easier, and worked for the timeline needed (**Attachment 18**).

[redacted] also told us that as long as [redacted] interaction with the [redacted] in [redacted] and [redacted] was a routine consumer transaction, and [redacted] did not develop any type of personal relationship or side business with the [redacted] employee who assisted him in [redacted] his land, then there was no conflict of interest for [redacted] to participate in the awarding of the grant to the [redacted] in [redacted] (see Attachments 11 and 12).

No Evidence That [redacted] Violated Federal Laws or Ethics Regulation With His Application for a [redacted] Program

During an interview, another allegation was brought to our attention that [redacted] may have used inside knowledge to purchase 400 acres of land because [redacted] an endangered species, resided on the property. The interviewee alleged that [redacted] enrolled his land in a [redacted] program within the [redacted] so that he could benefit financially from grants, tax deductions, and other opportunities available because of the endangered species on his property.

[redacted] acknowledged in his OIG interview that he bought 400 acres of land and knew at the time there were probably [redacted] on it, but purposely did not enroll his land in the [redacted] program, [redacted] because he had professional involvement in developing that program in his position as [redacted] According to [redacted] he instead enrolled his land in the [redacted] Program, which was open to the public and was a contract for [redacted] restoration with $[redacted] in total obligations in [redacted] and [redacted] (**Attachment 19** and see Attachments 3 and 4).

[redacted] said to us that FWS employees are not prohibited from buying land as private citizens. She said that an employee could receive a grant for land from another Federal agency as long as the employee participated in the program as a private citizen, the employee did not work on the program as part of their FWS duties, and the employee did not use their title or position to influence the grant (see Attachments 11 and 12).

We found no evidence that [redacted] was involved with the [redacted] Program in his official position, nor any evidence that he used his title or position to influence his application.

SUBJECT

(b) (7)(C) FWS (b) (7)(C)

DISPOSITION

We are providing this report to the FWS Principal Deputy Director for any action deemed appropriate.

ATTACHMENTS

1. (b) (7)(C) Grant Application dated (b) (7)(C) , (b) (7)(C)
2. Fish and Wildlife Service Notice of Grant Award for (b) (7)(C) dated (b) (7)(C) (b) (7)(C)
3. IAR – (b) (7)(C) Interview on April 11, 2019
4. Transcript of (b) (7)(C) Interview on April 11, 2019
5. IAR – (b) (7)(C) Interview on May 23, 2019
6. Transcript of (b) (7)(C) Interview on May 23, 2019
7. Letter of Recommendation from (b) (7)(C) for (b) (7)(C) dated (b) (7)(C), (b) (7)(C)
8. IAR- (b) (7)(C) Interview on May 14, 2019
9. Transcript of (b) (7)(C) Interview on May 14, 2019
10. (b) (7)(C) Invoice No. (b) (7)(C) dated (b) (7)(C) (b) (7)(C) amount $(b) (7)(C)
11. IAR – (b) (7)(C) Interview on May 22, 2019
12. Transcript of (b) (7)(C) Interview on May 22, 2019
13. IAR – (b) (7)(C) Interview on May 28, 2019
14. Transcript of (b) (7)(C) Interview on May 28, 2019
15. (b) (7)(C) Invoice No. (b) (7)(C) dated (b) (7)(C) (b) (7)(C), and Invoice No (b) (7)(C) dated (b) (7)(C) , (b) (7)(C) for a total amount $(b) (7)(C)
16. IAR – (b) (7)(C) Interview on May 15, 2019
17. Transcript of (b) (7)(C) Interview on May 15, 2019
18. (b) (7)(C) # (b) (7)(C) , with modifications dated (b) (7)(C) (b) (7)(C)
19. (b) (7)(C) Plan dated (b) (7)(C) , (b) (7)(C)

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

ALLEGED PIV SECURITY, PURCHASING, AND CONTRACTING IMPROPRIETIES BY NPS TRAINING CENTER

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title
Alleged PIV Security, Purchasing, and Contracting Improprieties by NPS Training Center

Case Number
OI-VA-19-0473I

Reporting Office
Herndon, VA

Report Date
August 5, 2020

Report Subject
Report of Investigation

SYNOPSIS

We investigated allegations that (b) (7)(C), a former National Park Service (NPS) (b) (7)(C) Manager, and (b) (7)(C), a former (b) (7)(C) at the NPS (b) (7)(C) Training Center, in (b) (7)(C), violated contracting regulations and procedures by using Standard Forms 182 (SF-182), Authorization, Agreement, and Certification of Training, to fund (b) (7)(C) extended work on the NPS (b) (7)(C) website. We also investigated potential improper actions by (b) (7)(C) Training Center employees to re-hire two retired employees and re-issue or re-enable their Personal Identity Verification (PIV) cards.

We found that (b) (7)(C) and (b) (7)(C) circumvented contracting regulations by using SF-182 training request forms to pay (b) (7)(C) without any competition. In total, (b) (7)(C) received $1,041,117 in NPS funding obligations from SF-182 training request forms between (b) (7)(C), and (b) (7)(C), and (b) (7)(C) and signed the majority of these. We did not find evidence that (b) (7)(C) and (b) (7)(C) personally benefited from their actions.

We further found that violated Department policy when he improperly directed NPS staff to generate a PIV card for a retired NPS employee whom the Training Center brought back to perform work without a valid contract. also violated Department policy when he directed staff to re-enable his own PIV card after he retired.

later transferred to another agency, and no longer works for the Government. We are providing this report to the NPS Deputy Director for any action deemed appropriate.

Reporting Official/Title /Special Agent	Signature Digitally signed.
Approving Official/Title (b) (7)(C) /SAC	Signature Digitally signed.

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DETAILS OF INVESTIGATION

We initiated this investigation in May 2019 after [redacted], (b) (7)(C) [redacted], National Park Service (NPS), reported allegations of mismanagement and misconduct at the (b) (7)(C) Training Center, in [redacted], related to:

- The payment method used to fund services by (b) (7)(C) [redacted] to design and develop the NPS (b) (7)(C) [redacted] website.
- The subsequent awarding of a Blanket Purchase Agreement (BPA) to (b) (7)(C) [redacted] related to the [redacted].
- Suspected personal ties between NPS officials and (b) (7)(C) [redacted].
- The unauthorized issuing and/or re-activation of Personal Identity Verification (PIV) cards for two NPS retirees.
- The improper invoicing and payment to one of the retirees for budget-related work she conducted for the [redacted] Training Center at a rate of [redacted] per hour.

[redacted] and [redacted] Misused SF-182s to Fund IT Services by (b) (7)(C) [redacted]

We found that (b) (7)(C) [redacted], former NPS (b) (7)(C) [redacted] Manager, and [redacted], former (b) (7)(C) [redacted] at the (b) (7)(C) Training Center, improperly approved Standard Forms 182 (SF-182), Authorization, Agreement, and Certification of Training, that authorized funding obligations to [redacted]. In total, (b) (7)(C) [redacted] received $1,041,117 in NPS funding obligations from SF-182 training request forms between (b) (7)(C), and (b) (7)(C) [redacted], the majority of which [redacted] and [redacted] signed (**Attachments 1 and 2**). (b) (7)(C) and (b) (7)(C) used the SF-182 funding mechanism, which, per Department policy, is intended to pay for non-customized training courses and programs for Federal employees, in order to circumvent the procurement process and fund the long-term [redacted] information technology project at NPS.

U.S. Department of the Interior Acquisition Policy Release (DIAPR) 2010-24, dated September 21, 2010 (the policy in place at the time of these events), allowed training officers in accordance with the Office of Personnel Management (OPM) Training Policy Handbook to purchase commercially available "off-the-shelf" training up to the simplified threshold of $150,000 via the use of SF-182s as delegated by the Bureau Procurement Chief under the following conditions:

- The training cost of a single training event does not exceed the simplified acquisition ceiling established in the Federal Acquisition Regulation (FAR).
- The cost is of a fixed nature.
- The program, course, or instructional service is off-the-shelf, and no modification or development resulting in increased cost to the Government is needed to meet the organization's needs.

We found that the services [redacted] provided could not be classified as off-the-shelf training and were customized for NPS needs, and therefore violated DOI policy.

NPS Began Engaging with (b) (7)(C) [redacted] *in* [redacted]

The [redacted], which is an NPS online training (b) (7)(C) [redacted], was conceived of, and managed by, staff at the [redacted] Training Center. NPS (b) (7)(C) [redacted] told us that

a company called (b) (7)(C) initially built and maintained the website under an NPS contract that ended in (b) (7)(C).

said he tasked (b) (7)(C), a term employee at the Training Center, with finding companies that could take over for (b) (7)(C) (**Attachments 3 and 4**). He said located three companies that he felt would be more suitable to further develop the the way he envisioned, one of which was (b) (7)(C) confirmed this and said several companies, including (b) (7)(C), provided cost estimates (**Attachment 5**).

said that during her research, she met with , (b) (7)(C) Chief Executive Officer, who seemed knowledgeable and confident that his company could provide the needed services. said he was impressed with the capabilities of (b) (7)(C) and decided to hire the company.

(b) (7)(C) and (b) (7)(C), who were both trained as contracting officer's representatives, denied that they or any other NPS staff had personal connections to (b) (7)(C) (**Attachments 6 and 7**, and see Attachments 3 and 4). We also did not find evidence that prior relationships existed between (b) (7)(C), (b) (7)(C), and (b) (7)(C).

and Approved the Use of SF-182s to Fund (b) (7)(C)

As stated previously, and approved most of the SF-182 training request forms in the Department's Financial and Business Management System (FBMS) to (b) (7)(C). The SF-182 funding to (b) (7)(C) was used primarily to support and develop the (b) (7)(C) (see Attachments 1 and 2). A majority of the SF-182s contained three approval sections that (b) (7)(C) or (or both) signed (see Attachments 1 and 2). also signed some of the forms as the "training officer," but he told us that the title had no relevance to him and that he was not certain why he signed that section (**Attachment 8**).

We also found four instances in which multiple SF-182s were entered into FBMS within a short time frame, each with amounts below $150,000, the simplified acquisition threshold at the time. In one instance the obligations were made days before the fiscal year closing.

(b) (7)(C) SF-182s were classified in FBMS as "miscellaneous obligations," and as such, they were approved by the Accounting Operations Center once staff uploaded the required documents into FBMS, including the SF-182s, (b) (7)(C) invoices, and workshop attendance rosters (**Attachments 9 and 10**). We found no indication that NPS conducted any secondary reviews or audits after the SF-182s were submitted in FBMS.

(b) (7)(C), the (b) (7)(C) at the time, who was not initially aware that staff were using SF-182s to fund the , said he believed a contract with (b) (7)(C) was a necessary vehicle for improved accountability over SF-182s (**Attachment 11**).

According to (b) (7)(C) founder , and corroborated by several NPS employees, (b) (7)(C), in a consulting capacity, primarily taught NPS employees how to load site content and to develop training curricula (**Attachments 12 and 13**, and see Attachments 3-8).

According to these witnesses, (b) (7)(C) also provided coaching services and facilitated content governance plans for the [redacted].

(b) (7)(C) and (b) (7)(C) both felt that SF-182s were an appropriate funding mechanism because (b) (7)(C) workshops included training on how to better curate and develop the [redacted] (see Attachments 3, 4, 6, and 7.) [redacted] acknowledged to us, however, that (b) (7)(C) did not provide standardized training and that its workshops for NPS pertained specifically to the [redacted] (see Attachments 12 and 13).

[redacted] said he believed that the SF-182 had broad applications for securing training services (see Attachments 3 and 4). He said he researched OPM's website for information about SF-182s and tried to contact staff there to learn more about the forms but was unsuccessful. [redacted] interpretation of OPM's published guidance was that SF-182s were to provide learning officers with a streamlined, flexible process to pay for training and training-related consulting outside of Federal contracting, as long as the services did not exceed $150,000.

When asked if (b) (7)(C) services were "off the shelf," [redacted] replied "not explicitly" (see Attachment 4).

[redacted] said he also researched NPS and DOI policies and felt that the language in those policies mirrored the language on OPM's website. He said the (b) (7)(C) and the (b) (7)(C) at the time were both aware that the SF-182s were used to fund (b) (7)(C).

Like [redacted], [redacted] believed managers had broad discretion for determining the appropriateness of using SF-182s based on OPM's published guidance (see Attachments 6 and 7). (b) (7)(C) explained that he used SF-182s, in part, because he was dissatisfied with the services provided on the [redacted] by (b) (7)(C) and stated that it was "so fricking hard to get contracts done" (See Attachment 7).

(b) (7)(C), NPS (b) (7)(C), told us that SF-182 forms were not an appropriate vehicle to fund contracts or pay vendor invoices because they constituted miscellaneous obligations (**Attachment 14**). We found no evidence that [redacted] and [redacted] consulted contracting officers for guidance on the use of SF-182s.

We also found that (b) (7)(C) used funding from SF-182s to pay a subcontractor, (b) (7)(C), for technical maintenance work on the [redacted], even though there were no references to (b) (7)(C) or any technical subcontractors on the SF-182s we reviewed (**Attachment 15**). Email evidence also shows that [redacted], [redacted], and [redacted] were all knowledgeable that (b) (7)(C) technical work on the [redacted] was included in the SF-182s for (b) (7)(C) (**Attachments 16 and 17**).

NPS Employees Expressed Concerns About Using SF-182s to Fund the [redacted]

We found that some NPS employees expressed ongoing concern with using SF-182s as a funding mechanism for (b) (7)(C), but no action was taken to address those concerns.

[redacted], an NPS headquarters-based (b) (7)(C) in the NPS (b) (7)(C), said she found the high-value SF-182 obligations for (b) (7)(C) alarming, having never

seen such high funding authorizations (see Attachment 9). She discovered those obligations in [redacted] while performing year-end budget reconciliations. [redacted] told us that the SF-182s required the approval from a Learning and Development Employee Development Officer (EDO) and from a supervisor and stated that procedures for obtaining approval from an EDO were not followed.

(b) (7)(C), a now retired NPS Budget Analyst, confirmed that [redacted] notified her of concerns she had with the SF-182s for [redacted] in [redacted] or [redacted] (see Attachment 10). She described the funding mechanism for using SF-182s akin to blank checks for vendors to "do whatever supposedly needs to be done." (b) (7)(C) said she reported her concerns to (b) (7)(C), her supervisor, and also to his supervisor, (b) (7)(C), the (b) (7)(C). However, [redacted] did not relay her concerns until (b) (7)(C)(b) (7)(C), when (b) (7)(C) had been awarded a BPA contract to support the [redacted].

According to (b) (7)(C), around (b) (7)(C)(b) (7)(C), he learned that SF-182 forms were being used to fund (b) (7)(C) (see Attachment 11). He said he received a request to authorize several outstanding FBMS obligations for [redacted] but declined to do so, citing concerns about the relatively high dollar amounts and what appeared to him to be a lack of fair competition. [redacted] replied to an email from [redacted] on the issue requesting an Acquisition Management Review of the [redacted] BPA and wrote that "if it is determined there are concerns, this matter would have to be sent to the OIG for investigation." [redacted] told us he did not follow up because other pressing concerns developed in his office.

[redacted] said that after he received [redacted] email, he failed to follow up, and he did not "have a good answer" for why his office failed to disclose these issues to the OIG (**Attachment 18**). [redacted] said his office was working to develop better oversight practices.

We discovered that NPS, as of August 2019, implemented policy changes with respect to SF-182 authorization procedures and funding limits. An August 7, 2019 memorandum issued by [redacted] outlined new processes required to authorize SF-182s (**Attachment 19**).

(b) (7)(C) Performed Similar Work Under Two Distinct Funding Mechanisms

We found that the stated purpose for the (b) (7)(C) BPA, awarded in (b) (7)(C) (b) (7)(C), was inconsistent with rationales made by (b) (7)(C) and (b) (7)(C) for SF-182s. (b) (7)(C) was ostensibly paid for training services through SF-182s and later for information technology services through a BPA, although we could not find evidence that the essential nature of the company or its services for NPS differed during both periods.

[redacted], the NPS Contracting Officer who received the bid materials for the BPA, is no longer employed with NPS. We spoke with [redacted], who reviewed the (b) (7)(C) BPA. She said she took over the contract file near the completion of the award process and was not involved throughout the entire selection process. According to [redacted], she said she did not know [redacted] was previously funded through SF-182s and was not aware of its ongoing relationship with NPS at the time of award (see Attachment 14).

We confirmed that [redacted], (b) (7)(C), and (b) (7)(C), a (b) (7)(C) with NPS' [redacted], were the three (b) (7)(C) who evaluated (b) (7)(C) submitted proposals. All three panel members had worked closely with (b) (7)(C) in the past and submitted favorable

ratings for (b) (7)(C) in the four evaluation factors of "Key Personnel," "Technical Approach," "Past Performance," and "Cost/Price." proposal referenced its prior work with NPS; however, we found no references in the evaluation factors that included "training" as a past performance criteria, although one portion of the BPA statement of work referenced a training component among several more technical expectations (**Attachment 20**).

NPS issued Contract No. (b) (7)(C) to (b) (7)(C) for information technology services, with an estimated maximum amount set at $ million, inclusive of base and option years. According to the contract award document, the contract period of performance started , for the base period, with three subsequent option years. served as the contracting officer's representative for the BPA and was involved in writing the statement of work (see Attachments 8 and 20).

We discovered an email, dated (b) (7)(C) (the day received notice (b) (7)(C) was awarded the BPA), from (b) (7)(C) to , , and (b) (7)(C) employee (b) (7)(C), that stated:

> (b) (7)(C) ,
>
> (b) (7)(C)
>
> (b) (7)(C) (see Attachments 16 and 17).

When shown this email, said was happy for (b) (7)(C) because the company performed great work (see Attachments 12 and 13). When asked about the appearance of a less-than-arms-length relationship between NPS and (b) (7)(C), he stated "that is not a great comment to suggest there was an arm's-length relationship."

As stated previously, (b) (7)(C) and (b) (7)(C) denied having any prior personal or professional relationships with anyone at (b) (7)(C) , as did (see Attachments 3, 4, 6, 7, and 9). We discovered that (b) (7)(C) and (b) (7)(C) interacted socially at a conference with in or (see Attachments 12 and 13). also socialized with and his spouse at (b) (7)(C) home once in . (b) (7)(C), (b) (7)(C), and denied receiving anything of value from (b) (7)(C) . We issued an Inspector General subpoena to (b) (7)(C) and requested information on anything of value provided to NPS employees. They did not provide information showing that this occurred.

NPS Officials Re-activated and Issued Unauthorized PIV Cards

We found that two NPS retirees were provided PIV card access to Government networks even though neither were Government employees or contractors. Following his retirement, (b) (7)(C) retained his PIV card and had its certificate re-activated[1] to access Department networks, while (b) (7)(C) , a retired (b) (7)(C) , received a new contractor PIV card when she returned to the

[1] Re-enabling a PIV certificate is used synonymously with reactivating or re-enabling a PIV card. These terms were used interchangeably by several witnesses to describe the process of synchronizing a PIV card to the active directory (network).

Training Center to perform budgetary work.

According to the Federal Information Processing Standard (FIPS) 201-2, PIV cards must be collected and destroyed when an employee, contractor, or associate leaves an agency to prevent any future use of the card for authentication. For contractors and employees to obtain PIV cards, designated sponsors must request them in either the DOIAccess or USAccess systems. PIV cards are encoded with credential information that allows users to log in to the active directory, or NPS network.

DOI Acquisition, Assistance, and Asset Policy (DOI-AAAP)-0081 states that contractors cannot be on-boarded until they can be connected to a valid PRISM purchase order (Contract No.) in the FBMS system.

The actions of NPS staff, as outlined below, violate these policies.

Requested and Received Re-Activation of His PIV Card Following His Retirement

We found that subsequent to his retirement on (b) (7)(C), (b) (7)(C) retained his PIV card, Government-issued laptop, Government-issued phone, and other items until (b) (7)(C) (**Attachments 21 and 22**, and see Attachments 3 and 4).

network access was automatically suspended on (b) (7)(C), (b) (7)(C), because of his retirement. (**Attachment 23**). Then at request, (b) (7)(C), the NPS (b) (7)(C) Training Center, along with (b) (7)(C) and (b) (7)(C), all took actions to re-activate (b) (7)(C) PIV card and NPS network account 2 months after he retired, even though (b) (7)(C) was neither an NPS employee nor a contractor (**Attachment 24**, and see Attachments 3, 4, 6, and 7).

said that, because he retired (b) (7)(C) on (b) (7)(C), he did not have enough time to transfer ownership of his Google work documents and take care of other final administrative items (see Attachments 3 and 4). He said he went to two NPS credentialing offices in to reactivate his PIV card, and he had a friend send his Government laptop to him in order to do so. He contacted and by phone on , while in and was able to re-enable his PIV card.

(b) (7)(C), who was the (b) (7)(C) for the Training Center for a period in (b) (7)(C) (b) (7)(C), told us he gave his authorization to re-enable PIV card because he thought (b) (7)(C) was going to be returning to perform work as a contractor for NPS (see Attachment 24). He said he felt as though was still a colleague and did not believe he was violating any policies by doing so.

told us that he asked (b) (7)(C), the (b) (7)(C) Specialist at the time, to re-enable (b) (7)(C) PIV card as a contractor PIV card (see Attachments 6 and 7). He also asked to re-enable (b) (7)(C) active directory account on the NPS network. (b) (7)(C) said he spoke with about performing contract work in , and (b) (7)(C) felt he had the authority to engage under a "micro-purchase" agreement.

According to , he re-enabled account and did not feel there was any clear policy guidance for these issues (see Attachment 8).

told us that after his PIV card was re-activated following his retirement, he accessed an NPS intranet site and his Employee Express account[2] (see Attachments 3 and 4).

(b) (7)(C) DOI's Identity, Credential, and Access Management Section (which sets policy for NPS), stated that re-enabling an employee's PIV active directory account required a form signed by the current supervisor or contracting officer's representative and that PIV cards could not be re-enabled after they were terminated (**Attachment 25**).

We did not find evidence that ever performed work for, or received payments from, NPS after he retired. NPS ultimately terminated access to the network on (See Attachment 23).

Retired NPS Employee (b) (7)(C) was Issued an Unauthorized PIV Card

We found that was issued an unauthorized PIV card in (b) (7)(C), over a year after she retired, even though she was not a Government employee and had no contract with NPS (**Attachments 26 and 27**). PIV account, as shown in the DOIAccess system, which manages PIV accounts, featured a legitimate Procurement Request Information System Management (PRISM) number associated with a contract with which had no association. PRISM numbers are required data elements for contractors to receive PIV cards (**Attachments 28-30**).

told us that he took action to issue a PIV card so that she could provide budget support services to the (b) (7)(C) Training Center (see Attachments 6 and 7). He said he directed to contact , an NPS (b) (7)(C) Lead, about securing a new PIV card for . He said he felt it was appropriate that (b) (7)(C) receive a contractor PIV card because he considered her services to be that of a contractor. He denied providing any false information for the PIV card.

said that, at request, she consulted with about obtaining (b) (7)(C) PIV card (**Attachment 31**). She said (b) (7)(C) told her that the personal information needed for a PIV card was already in DOIAccess from (b) (7)(C) prior employment. When asked about the false contract number cited in DOIAccess, (b) (7)(C) said that she was not accustomed to ever entering any sequence of digits that long and would not have provided a number with a long sequence.

confirmed that he corresponded with while working on PIV card, that someone would have requested the PIV card, and that he may have accidentally entered PRISM data that turned out to be erroneous (see Attachments 28 and 29). (b) (7)(C) who said that no logs or other records to track PIV card requests existed, acknowledged changing (b) (7)(C) status from employee to contractor and requested no additional verifying information or documents. (b) (7)(C) actions in DOIAccess generated a new contractor card for (b) (7)(C) (**Attachment 32**). Additionally, was provided an NPS contractor email address on (b) (7)(C) (b) (7)(C), and active directory access on (b) (7)(C), until her access was disabled on (b) (7)(C), (b) (7)(C) (See Attachment 23).

(b) (7)(C) told us that she did not log into the active directory between her retirement date (b) (7)(C) and when she received her contractor PIV card in (**Attachments 33-35**).

[2] NPS could not provide us with a network session history on network account to ascertain how many times he accessed the network following his retirement.

During the time she did not have a PIV card, she was providing training to [redacted] Training Center staff who would eventually take on her duties and submitting invoices for reimbursement. She said she had no reason to question any of the actions to the activate her card because (b) (7)(C) shared an email with her that he received approval "all the way up to the [redacted]," although (b) (7)(C) did not know who [redacted] referred to.

[redacted] Was Paid Via Improper Payment Method, According to Contracting Officer

We found that (b) (7)(C) was brought back to the [redacted] Training Center following her retirement from NPS on (b) (7)(C) [redacted], without a valid contract, and was wrongfully reimbursed using an SF-1034, Public Voucher For Purchases and Services Other Than Personal.

FAR 53.301 states that SF-1034s are vouchers used instead of invoices to seek reimbursement under cost-reimbursement and other contracts. Contractors submit reimbursement vouchers to obtain interim and final payment under cost-reimbursement, time-and-materials and labor-hour contracts, and the cost-reimbursement portions of fixed price contracts.

We found that [redacted] had no contract with NPS, nor was she rehired by NPS or by any NPS contractor, and therefore the payments made to her using SF-1034s were in violation of this regulation.

(b) (7)(C) said she could not recall specifically with whom she made arrangements to work part-time at the (b) (7)(C) Training Center after retirement, but she understood that (b) (7)(C) [redacted], the then-NPS (b) (7)(C) [redacted] approved the arrangement (see Attachments 33 and 34). According to (b) (7)(C) (b) (7)(C) allegedly provided approval down the chain of command for (b) (7)(C) to work on a part-time basis providing budget support and allocating credit card transactions to the proper NPS accounts in FBMS. We did not interview [redacted] who now works for the (b) (7)(C) [redacted].

(b) (7)(C) was the (b) (7)(C) [redacted] at the (b) (7)(C) Training Center when he asked (b) (7)(C) for her assistance with FBMS in (b) (7)(C) (b) (7)(C) [redacted] (see Attachments 6 and 7). According to (b) (7)(C) he had difficulty obtaining staffing support from the (b) (7)(C) [redacted] management and felt he had no option but to request (b) (7)(C) help.

[redacted] told us that she worked at the (b) (7)(C) Training Center as a contractor between approximately (b) (7)(C) (b) (7)(C) and (b) (7)(C) (b) (7)(C) [redacted], after her retirement (see Attachments 33 and 34). During that time, the (b) (7)(C) Training Center had a (b) (7)(C) [redacted] beginning in [redacted].

(b) (7)(C), who served as the [redacted] Training Center (b) (7)(C) during (b) (7)(C) [redacted], said that (b) (7)(C) performed critical services after she retired and that everyone she worked with believed (b) (7)(C) had been working under some type of valid legal contract (**Attachment 36**).

Our analysis of FBMS records revealed that between [redacted], and [redacted], [redacted] submitted $(b) (7)(C) [redacted] in reimbursement requests for services by uploading SF-1034 invoices into FBMS, and (b) (7)(C) told us that she charged $[redacted] per hour and said that amount compensated for the fringe and other benefits she no longer received as a Government employee (**Attachments 37-39**, and see Attachment 34). We also found that on or around (b) (7)(C) [redacted], [redacted] attended a conference and was reimbursed $[redacted] through the Concur travel system to attend the conference.

[redacted] reviewed (b) (7)(C) SF-1034 invoices and said that while [redacted] invoices were submitted in amounts less than the current $10,000 micro-purchase threshold amount, [redacted] submitted multiple invoices, which, in total, exceeded the threshold. [redacted] said this type of invoice splitting was inappropriate.

FBMS data revealed that (b) (7)(C) uploaded her own invoices into FBMS on [redacted]; [redacted]; and [redacted]. We did not obtain any evidence that [redacted] approved any of her own SF-1034 invoices in FBMS; however, (b) (7)(C) signed/approved her own National Park Service "Non-IPP[3] Invoice" coversheets on (b) (7)(C) [redacted]; (b) (7)(C) [redacted]; and [redacted], before uploading them to FBMS for payment. (b) (7)(C) [redacted], FBMS (b) (7)(C) [redacted], NPS, noted that "accounts payable staff are instructed to not process payments in the system unless the coversheet is signed" (**Attachment 40**). NPS employees ultimately authorized the reimbursements in FBMS.

(b) (7)(C) invoices were signed as approved by various employees including (b) (7)(C), (b) (7)(C), and (b) (7)(C) [redacted], a [redacted] Training Center (b) (7)(C) [redacted].

Like the SF-182s, we found no information to indicate that SF-1034s received any secondary reviews or audits. Although [redacted] stated that NPS did not have policies restricting contractors from uploading invoices into FBMS, she noted that FAR Part 7.503 provides procedures for the administration of contracts and the examination of vouchers and invoices. Had [redacted] properly been treated as a contractor, as discussed above, the FAR provisions would have applied in her case.

SUBJECT(S)

1. (b) (7)(C) [redacted], former [redacted], (b) (7)(C) [redacted] Manager, [redacted] Training Center, NPS, (b) (7)(C) [redacted]
2. (b) (7)(C) [redacted], former [redacted], (b) (7)(C) [redacted] Training Center, NPS, (b) (7)(C) [redacted].
3. (b) (7)(C) [redacted] former [redacted], (b) (7)(C) [redacted] Training Center, NPS, (b) (7)(C) [redacted].
4. (b) (7)(C) [redacted], [redacted], (b) (7)(C) [redacted] Training Center, NPS, [redacted].
5. (b) (7)(C) [redacted]

DISPOSITION

We are providing a copy of this report to the NPS Deputy Director for any action deemed appropriate. (b) (7)(C) [redacted] retired from Federal Service on [redacted]. [redacted] transferred to [redacted] on [redacted].

[3] IPP refers to the U.S. Treasury Department's Invoice Processing Platform, which is broadly used Government-wide to automate vendor payments. [redacted] payments were not made through IPP but rather through FBMS, miscellaneous obligations.

ATTACHMENTS

1. Investigative Activity Report (IAR) – Analysis of Standard-Form 182 (SF-182) Documents on September 24, 2019.
2. Analysis spreadsheet of SF-182 Documents, dated September 24, 2019.
3. IAR – Interview of (b) (7)(C) on June 27, 2019.
4. Transcript of (b) (7)(C) Interview on June 27, 2019.
5. IAR – Interview of (b) (7)(C) on August 26, 2019.
6. IAR – Interview of (b) (7)(C) on July 19, 2019.
7. Transcript of (b) (7)(C) Interview of June 27, 2019.
8. IAR – Interview of (b) (7)(C) on July 19, 2019.
9. IAR – Interview of (b) (7)(C) on August 12, 2019.
10. IAR – Interview of (b) (7)(C) on July 12, 2019.
11. IAR – Interview of (b) (7)(C) on August 12, 2019.
12. IAR – Interview of (b) (7)(C) on September 4, 2019.
13. Transcript of (b) (7)(C) Interview on September 4, 2019.
14. IAR – Interview of (b) (7)(C) on June 7, 2019.
15. Various 2015 Cost Proposals from (b) (7)(C) to
16. IAR – Review of Emails on September 18, 2019.
17. Select Emails between (b) (7)(C), (b) (7)(C), et al, reviewed on September 18, 2019.
18. IAR – Interview of (b) (7)(C) on August 13, 2019.
19. Memorandum from (b) (7)(C) Regarding SF-182 Policy Update.
20. Blanket Purchase Agreement and Competitive Evaluation Documents
21. IAR – Interview of (b) (7)(C) on June 27, 2019.
22. Property receipts and emails from (b) (7)(C) listing inventory received from and .
23. DOIAccess histories for (b) (7)(C) and , provided by .
24. IAR – Interview of (b) (7)(C) on October 2, 2019.
25. Email from (b) (7)(C) through (b) (7)(C) on (b) (7)(C) .
26. IAR – Interview of (b) (7)(C) on June 26, 2019.
27. DOI Personal Identity Verification (PIV) certificate and issuance histories for and .
28. IAR – Interview of (b) (7)(C) on May 22, 2019.
29. IAR – Interview of (b) (7)(C) on October 11, 2019.
30. PIV Contractor Information for (b) (7)(C).
31. IAR- Interview of (b) (7)(C) on August 12, 2019.
32. IAR – Interview of (b) (7)(C) on June 20, 2019.
33. IAR – Interview of (b) (7)(C) on July 19, 2019.
34. Transcript of (b) (7)(C) Interview on July 19, 2019.
35. Emails provided by (b) (7)(C).
36. IAR – Interview of (b) (7)(C) on June 27, 2019.
37. IAR – Analysis of Financial and Business Management System (FBMS) Documents on August 6, 2019.
38. Analysis spreadsheet of FBMS Document Review on August 6, 2019.
39. FBMS Documents from (b) (7)(C).
40. Email from (b) (7)(C) on July 14, 2020.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

INVESTIGATIVE ACTIVITY REPORT

Case Number
OI-MT-20-0134-I

Reporting Office
Western Region Investigations

Report Date
February 18, 2020

Report Subject
Closing Investigative Activity Report

In November 2019, Health and Human Services (HHS) Office of Inspector General (OIG) provided information to the (b) (7)(C) Field Office that (b) (7)(C) , (b) (7)(C) , (b) (7)(C) , Bureau of Indian Affairs, (b) (7)(C) , received $(b) (7)(C) from the (b) (7)(C) Tribe in (b) (7)(C) 2019. The payments appeared to be in connection with the (b) (7)(C) for which (b) (7)(C) was the (b) (7)(C) . The (b) (7)(C) Tribe would be a prohibited source for (b) (7)(C) since she is the (b) (7)(C) Trust Services at .

A similar investigation (OI-MT-16-0823-I) was conducted in 2016 regarding money received from the Tribe to attend a Pow Wow event. We interviewed and found the allegations to be unsubstantiated.

On December 17, 2019, we interviewed (b) (7)(C) Ethics Counselor, BIA, (b) (7)(C) , about this new information. said (b) (7)(C) had Financial Disclosures (OGE450s) for 2018 and 2019 which show her participation in the (b) (7)(C) for both years as (b) (7)(C) ; However, she did not report any income for her participation. (b) (7)(C) also said (b) (7)(C) had a "Cultural Activity Waiver" document on file which recognized her part-time work as a (b) (7)(C) . further explained that the waiver included a "verbal clearance for (b) (7)(C) to participate on a committee of which we [BIA] would not require a waiver due to the cultural sensitivity."

Due to the unsubstantiated investigation in 2016 and the fact that submitted the required information for her participation as (b) (7)(C) and obtained clearance from ethics to participate on the committee, there will be no further investigative activity.

Reporting Official/Title
(b) (7)(C) /Special Agent

Signature
Digitally signed

Authentication Number: 6E41F4CF856E07FA1ED498622C64B6BB

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

Memorandum

DEC 16 2014

To: [redacted] Bureau of Indian Affairs

Attention: [redacted] Office of Human Capital
Bureau of Indian Affairs

From: [redacted]
Special Agent in Charge
Eastern Region Investigations, Office of Inspector General

Subject: Referral – For Bureau Action as Deemed Appropriate
No Response Required

Re: DOI-OIG Case File No. OI-VA-14-0746-I

The Office Inspector General recently received a complaint from [redacted] for [redacted] Nation detailing allegations against [redacted] former [redacted] for [redacted] Nation. The allegation stated that [redacted] was involved in theft of [redacted] federal monies from the [redacted] Nation's Department of Transportation, Indian Health Services, and BIA programs. [redacted] was also concerned that [redacted] may have been illegally steering construction contracts toward a firm called [redacted] which he had ties to.

We learned that [redacted] Nation, had initiated an investigation and determined there was a misuse of tribal resources, equipment, and tribal employee time. However; we were unable to determine a nexus between the allegations and misuse of Department of Interior (DOI) funds. Further we were unable to determine that the contracts awarded to [redacted] by the [redacted] Nation were funded by DOI.

We have determined this complaint would be better addressed by the Bureau of Indian Affairs; therefore, we are referring it to your office for review. Your office is not required to respond to this referral. However, if during the course of your review you develop information linking DOI funds to the allegations we would invite a response so we can determine appropriate action. Should you have any questions, please call me at [redacted]

OFFICE OF
INSPECTOR GENERAL
U.S.DEPARTMENT OF THE INTERIOR

Alleged Smuggling of Contraband at (b) (7)(C) (b) (7)(C) (b) (7)(C)

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

I. EXECUTIVE SUMMARY

We investigated an allegation that (b) (7)(C) , a National Park Service (NPS) employee at (b) (7)(C) assisted inmates from a (b) (7)(C) prison work detail to smuggle contraband into U.S. Penitentiary in . We interviewed inmates and NPS employees and found insufficient evidence to prove or disprove that assisted inmates who smuggled contraband into . We did find, however, that inmates on the work detail had access to knives and other tools and were left unsupervised, a violation of the interagency agreement between the Federal Bureau of Prisons and .

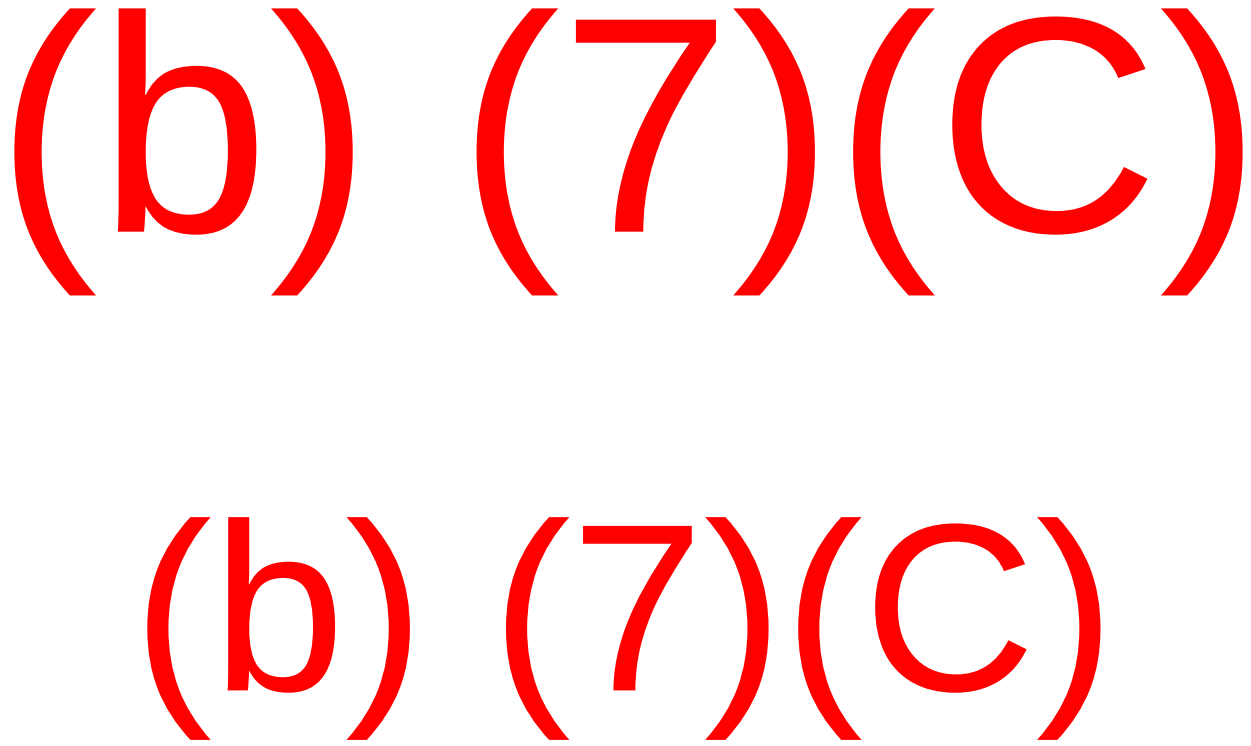
We also investigated whether (b) (7)(C) followed NPS and departmental procedures for the use of prison work details, and if (b) (7)(C) or the NPS had established policies and procedures for the supervision of inmates working at the national park. We presented those findings and recommendations on the lack of departmental policies and procedures in a separate management advisory (Management Advisory No. OI-GA-18-0898-I, *The National Park Service Needs Policies or Procedures Covering Prison Work Details in National Parks*).

We are providing this report to the Deputy Director, Exercising the Authority of Director for the NPS, for any action deemed appropriate. has since left the NPS, and as a result of the management advisory we issued, all prison work details at national parks have stopped pending further consideration.

II. RESULTS OF INVESTIGATION

We initiated this investigation after receiving allegations from an employee at (b) (7)(C) (b) (7)(C) , that on 2018, (b) (7)(C) (b) (7)(C), then a (b) (7)(C) at (b) (7)(C), helped prisoners smuggle contraband into U.S. Penitentiary (b) (7)(C) (**Attachment 1**). The Federal Bureau of Prisons (BOP) searched the National Park Service (NPS) van when it arrived back at that day with inmates from a work detail at and located contraband inside it, including more than $400 in cash, knives, tools, cigarettes, and other tobacco products (see Figure 1). Under an agreement between the BOP and (b) (7)(C), (b) (7)(C) prisoners provided various services at (b) (7)(C), including (b) (7)(C) (**Attachment 2**). Superintendent (b) (7)(C) told us the park had been using prison work details for about 10 years (**Attachment 3**).

Figure 1: Contraband* Located by BOP Inside NPS Van



Source: Federal Bureau of Prisons.

* Title 28 C.F.R. § 500.1(h) defines contraband as material prohibited by law, regulation, or policy that can reasonably be expected to cause physical injury or adversely affect the safety, security, or good order of the facility or protection of the public.

The interagency agreement between (b) (7)(C) and (b) (7)(C) prohibits contraband, which includes money, items from vending machines or other food or drink, perfume, jewelry, hair extensions, clothing, watches, cosmetics, radios, firearms, explosives, weapons, ammunition, metal-cutting tools, recording equipment, cellular telephones, narcotics, marijuana, cameras, alcoholic beverages, prescription drugs, and other items including tobacco.

We found insufficient evidence to prove or disprove that (b) (7)(C) provided the contraband to the inmates or helped smuggle it into (b) (7)(C). We interviewed the inmates who had worked at (b) (7)(C) on the day BOP officers discovered the contraband, and they denied that (b) (7)(C) gave it to them (**Attachments 4, 5, 6,** and **7**). When interviewed, (b) (7)(C) not only denied providing

contraband to inmates or receiving anything of value from them, but also denied any knowledge that the contraband was in the van despite it being visible to the BOP personnel who searched the van (**Attachment 8**).

We did find, however, that [redacted] violated its agreement with the BOP. The agreement, which was signed by [redacted], [redacted] Superintendent, required that inmates remained under the supervision of an NPS employee. It also prohibited the NPS from knowingly giving inmates access to weapons and metal-cutting tools (see Attachment 2) [redacted] employees told us, however, that inmates were left unsupervised for approximately 2 hours while working at the park, and that the inmates, whose criminal histories included firearms- and drug-related convictions, had access to knives (**Attachments 9, 10, 11,** and see transcript pages 38 – 39 and pages 46 – 48 of Attachment 8).

III. SUBJECT

(b) (7)(C) [redacted], former NPS (b) (7)(C) [redacted]

IV. DISPOSITION

The Office of the U.S. Attorney for the (b) (7)(C) [redacted] declined to prosecute (b) (7)(C) [redacted].

(b) (7)(C) told us [redacted] transferred (b) (7)(C) to another [redacted] position at [redacted], where he worked (b) (7)(C) [redacted], 2018. According to (b) (7)(C) [redacted] has not since applied for (b) (7)(C) [redacted] with the NPS. In addition, as a result of the management advisory we issued, all prison work details at national parks have stopped pending further consideration.

We are providing this report to the Deputy Director, Exercising the Authority of Director for the NPS, for any action deemed appropriate.

V. ATTACHMENTS

1. Investigative Activity Report (IAR) of complaint on June 22, 2018.

2. Interagency Agreement between (b) (7)(C) [redacted] and Bureau of Prisons – U.S. Penitentiary (b) (7)(C) undated.

3. IAR of interview of (b) (7)(C) [redacted] on July 31, 2018.

4. U.S. Department of Justice Office of the Inspector General (DOJ-OIG) Memorandum of Investigation (MOI) report of interview of Inmate (b) (7)(C) [redacted] on July 24, 2018.

5. DOJ-OIG MOI report of interview of Inmate (b) (7)(C) [redacted] on July 24, 2018.

6. DOJ-OIG MOI report of interview of Inmate (b) (7)(C) on July 24, 2018.

7. DOJ-OIG MOI report of interview of Inmate (b) (7)(C) on July 24, 2018.

8. DOJ-OIG MOI report of interview, with supporting documents, of (b) (7)(C) on August 1, 2018.

9. IAR of interview of (b) (7)(C) on July 26, 2018.

10. IAR of interview of (b) (7)(C) on July 31, 2018.

11. IAR of interview of (b) (7)(C) on July 31, 2018.

OFFICE OF
INSPECTOR GENERAL
U.S.DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION
ALLEGED EMBEZZLEMENT BY MAMMOTH CAVE NATIONAL PARK EMPLOYEE

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title
Alleged Embezzlement by Mammoth Cave National Park Employee
Reporting Office
Atlanta, GA

Case Number
OI-GA-19-0079-I

Report Date
March 5, 2020

Report Subject
Report of Investigation

SYNOPSIS

We investigated an allegation that Leslie Lewis, GS-11, Supervisory Fee Management Specialist, Mammoth Cave National Park (MACA), National Park Service (NPS), Mammoth Cave, KY, embezzled fee deposit funds from the park.

We found that Lewis embezzled $169,322 from MACA fee program funds, derived from (b) (7)(C) (b) (7)(C) . Lewis stole the funds by (b) (7)(C) (b) (7)(C) to conceal the thefts.

At the time of the embezzlement, procedures and practices at MACA regarding fee fund collection, accounting, and security did not adhere to NPS policy. The MACA superintendent, however, had since taken corrective action to address the policy violations. During our investigation, Lewis retired from Federal service on (b) (6) 2019.

Lewis pleaded guilty to one count of 18 U.S.C. § 641 (Theft of Public Money) in U.S. District Court in the Western District of Kentucky. On October 16, 2019, she was sentenced to two years of incarceration, followed by three years of supervised release, and ordered to pay $169,322 in restitution.

We are providing a copy of our report to the Deputy Director for Operations of NPS for any action deemed appropriate.

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /SAC	Digitally signed.

Authentication Number: BC7650F9264F54B5E778329DB57AAEFA

DETAILS OF INVESTIGATION

We initiated this investigation after receiving a complaint from (b) (7)(C), (b) (7)(C), Mammoth Cave National Park (MACA), National Park Service (NPS), alleging that Lewis had embezzled approximately $ in park fee funds in her position as a Supervisory Fee Management Specialist at MACA (**Attachment 1 and 2**).

Our analysis of MACA financial documents revealed that from (b) (7)(C) 2014 through (b) (7)(C) 2018, Lewis embezzled $169,322 in park fee funds by (b) (7)(C) (**Attachment 3**). We identified (b) (7)(C) different fraud schemes used by Lewis to conceal her thefts of currency, which we (b) (7)(C) (**Attachment 4 and 5**):

(b) (7)(C)

Figure 1. Embezzled Funds by Scheme (Fiscal Years 2014 Through 2017)

Fiscal Year	(b) (7)(C)	Total
FY 2014		
FY 2015		
FY 2016		
FY 2017		
FY 2018		
Total		**$169,322.00**

Source: NPS Financial and Fee Program Records

Lewis admitted to stealing MACA fee program funds during the park's standard deposit/remit processes and claimed that she had acted alone in the thefts (**Attachment 6 and 7**). Other fee program employees we spoke with denied having any knowledge of the thefts, and we did not find any evidence that Lewis colluded with anyone else (**Attachment 8 and 9**).

(b) (7)(C) (b) (7)(C), NPS, told us that Lewis had violated NPS deposit and remittance procedures detailed in NPS Reference Manual 22A (**Attachment 10**). Specifically, the violations related to (b) (7)(C), fee program employees not

(b) (7)(C) had not been followed.

MACA (b) (7)(C) told us that he was aware of the policy violations identified during our investigation and confirmed that he had taken corrective action on all the identified issues (**Attachment 11**).

SUBJECT

Leslie Lewis, GS-11 (Retired), Supervisory Fee Management Specialist, National Park Service, Mammoth Cave National Park, Mammoth Cave, KY.

DISPOSITION

On January 9, 2019, Lewis was indicted on a single count of 18 U.S.C. § 641 (Theft of Public Money) in the Western District of Kentucky and pleaded guilty to that charge on June 19, 2019.

On October 16, 2019, Lewis was sentenced to 24 months of incarceration followed by 3 years of supervised release. Lewis was also ordered to pay $169,322 in restitution.

ATTACHMENTS

1. National Park Service Complaint, dated (b) (7)(C) 2018
2. Investigative Activity Report (IAR) – Interview of (b) (7)(C) on October 31, 2018
3. IAR – Receipt and Review of Records (b) (7)(C)), dated May 14, 2019
4. IAR – Receipt and Review of Records (b) (7)(C)), dated May 14, 2019
5. IAR – Review of Records and Evidence, dated February 14, 2019
6. IAR – Interview of Leslie Lewis on November 1, 2018
7. IAR – Interview of Leslie Lewis on November 28, 2018
8. IAR – Interview of (b) (7)(C) on October 31, 2018
9. IAR – Interview of (b) (7)(C) on October 31, 2018
10. IAR – Interview of (b) (7)(C) on November 16, 2018
11. IAR – Interview of (b) (7)(C) on May 1, 2019

OFFICE OF
INSPECTOR GENERAL
U.S.DEPARTMENT OFTHE INTERIOR

REPORT OF INVESTIGATION
ALLEGED BRIBERY, BLM, [redacted]

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title
Alleged Bribery BLM, (b) (7)(C)
Reporting Office
Billings, MT
Report Subject
Report of Investigation

Case Number
OI-MT-18-1192-I
Report Date
April 17, 2020

SYNOPSIS

The OIG investigated allegations that (b) (7)(C) Bureau of Land Management (BLM) Field Inspector for the (b) (7)(C) Indian Reservation and (b) (7)(C) , accepted bribe payments from the former owner of (b) (7)(C) in exchange for allowing to do business on the (b) (7)(C) Indian Reservation. This investigation was conducted jointly with the Federal Bureau of Investigation.

Our investigation found no evidence to substantiate the allegations. (b) (7)(C) and (b) (7)(C) both denied any involvement with bribe payments. (b) (7)(C) , (b) (7)(C) , who was alleged to have been the middleman on some payments, and (b) (7)(C) (b) (7)(C) who the complainant said was the original source of the allegation, also denied any knowledge of bribe payments.

This investigation was conducted in coordination with the United States Attorney's Office for the District of , which ultimately declined prosecution. We are referring our report of investigation to the Director, BLM, for any action deemed appropriate.

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
/SAC	Digitally signed.

Authentication Number: 17E3710ADE492E0AB7D8B00B5E294771

DETAILS OF INVESTIGATION

(b) (7)(C), (b) (7)(C), claimed (b) (7)(C), (b) (7)(C) told (b) (7)(C) that (b) (7)(C) routinely provided (b) (7)(C) to (b) (7)(C), (b) (7)(C) **(Attachment 1)**. (b) (7)(C) allegedly told (b) (7)(C) that (b) (7)(C) received the (b) (7)(C) from either (b) (7)(C), (b) (7)(C) or (b) (7)(C), (b) (7)(C) with instructions to deliver the (b) (7)(C) to (b) (7)(C). (b) (7)(C) claimed (b) (7)(C) told (b) (7)(C) that made cash payments to (b) (7)(C) about (b) (7)(C) and the payments were between (b) (7)(C) and (b) (7)(C) (see Attachment 1).

No Evidence of Bribe Payments

said he was never given or any other property from (b) (7)(C) or (b) (7)(C) with instructions to deliver the cash or property to or any other (b) (7)(C) **(Attachment 2)**.

(b) (7)(C) said he never paid any bribes to (b) (7)(C) and had no knowledge of bribes being paid to (b) (7)(C) or any other (b) (7)(C) **(Attachment 3)**.

(b) (7)(C) said he never paid bribes to (b) (7)(C) or any other (b) (7)(C) nor did he instruct (b) (7)(C) employees to pay bribes to (b) (7)(C) or any other (b) (7)(C) **(Attachment 4)**.

said he was never offered, nor did he ever accept any bribes from any companies doing business on the (b) (7)(C) Indian Reservation during his tenure as (b) (7)(C) (b) (7)(C) or as the BLM Field Inspector **(Attachment 5)**. He said any allegation he received bribes from companies operating on the (b) (7)(C) Reservation was false.

Additional investigative activity conducted in coordination with the U.S. Attorney's Office found no evidence of bribe payments from to any (b) (7)(C).

Checks to Relatives

(b) (7)(C) claimed they had seen (b) (7)(C) payroll checks that exceeded $ payable to relatives of (b) (7)(C) while (b) (7)(C) was the (b) (7)(C) (see Attachment 1). We reviewed general ledgers covering (b) (7)(C) and found only four checks issued payable to an individual with (b) (7)(C) (b) (7)(C). The four checks were issued payable to (b) (7)(C) from (b) (7)(C) and totaled $(b) (7)(C) **(Attachment 6)**. (b) (7)(C) stated (b) (7)(C) worked briefly for (b) (7)(C) but was (b) (7)(C) (see Attachment 4).

said (b) (7)(C) was (b) (7)(C) He said worked in the oil fields on the reservation for different companies. (b) (7)(C) did not know for certain but thought did work for (see Attachment 5).

SUBJECT(S)

(b) (7)(C), (b) (7)(C) (b) (7)(C), BLM Field Inspector, (b) (7)(C)

DISPOSITION

We are referring our investigative findings to the BLM for any actions deemed appropriate.

ATTACHMENTS

1. Investigative Activity Report (IAR) – Interview of [redacted] on (b) (7)(C)
2. IAR – Interview of (b) (7)(C) on March 4, 2019
3. IAR – Interview of (b) (7)(C) on November 25, 2019
4. IAR – Review of Written Responses to Questions by (b) (7)(C) dated November 20, 2019
5. IAR – Interview of (b) (7)(C) on June 17, 2019
6. List of Payments Made to (b) (7)(C) by (b) (7)(C)

OFFICE OF
INSPECTOR GENERAL
U.S.DEPARTMENT OFTHE INTERIOR

REPORT OF INVESTIGATION
ALLEGATION OF INAPPROPRIATE REMOVAL OF MINERALS, BLM, MT

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title
Allegation of Inappropriate Removal of Minerals, BLM, MT
Reporting Office
Billings, MT
Report Subject
Report of Investigation

Case Number
OI-MT-18-1207-I

Report Date
September 20, 2019

SYNOPSIS

OIG investigated allegations that [redacted], Civil Engineer, Bureau of Land Management (BLM) sold limestone from a quarry on his property without authorization from BLM.

We substantiated the allegations. (b) (7)(C) admitted that between 2011 and 2015, he sold 6,172.5 cubic yards of limestone for which he received $[redacted] and a $(b) (7)(C) [redacted]. He acknowledged that he had not obtained approval from BLM for sale of the limestone but said he was not aware that he was required to do so. [redacted] said he was first shown a copy of the patent for the property in (b) (7)(C) when a BLM geologist notified him that he was in trespass. [redacted] acknowledged the patent clearly stated the minerals located on the property were held in reserve by the U.S. Government, but said he believed the limestone was not a mineral since it was used as rip rap.

(b) (7)(C) added that the property had been in his family since the U.S. Government issued a homestead patent for the property in [redacted] and that prior to passing away, his father had used limestone from the quarry through (b) (7)(C) [redacted] since at least the 1960's.

The United States Attorney for the District of Montana declined prosecution of this matter. BLM issued a letter of suspected mineral materials unauthorized use to (b) (7)(C) in December 2018. As criminal prosecution has been declined and BLM is already taking steps to recover the funds administratively, we terminated our investigation. We are referring our report of investigation to the Director, BLM, for any action deemed appropriate.

DETAILS OF INVESTIGATION

Reporting Official/Title	Signature
(b) (7)(C) [redacted] Special Agent	Digitally signed.
Approving Official/Title	Signature
[redacted] /SAC	Digitally signed.

Authentication Number: A53BC32B1949434FC96693B59219C7F1

(b) (7)(C), Bureau of Land Management (BLM), Field Office alleged (b) (7)(C), Civil Engineer, BLM was in trespass for selling limestone from a quarry located on his personal property at (b) (7)(C) without authorization from BLM **(Attachment 1)**. (b) (7)(C) claimed that when spoke to (b) (7)(C) about the trespass issue involving his property in (b) (7)(C), he told he sold the limestone from the quarry through (b) (7)(C) for use as rip rap (see Attachment 1).

said the U.S. Government issued Federal Land Patent Number , for the property now owned by (b) (7)(C), to on , under the Stock Raising Homestead Act of 1916 **(Attachment 2)**. The patent reserved the mineral rights on the property for the Federal government.

(b) (7)(C) admitted he sold limestone without BLM authorization

(b) (7)(C) admitted he sold limestone from the quarry on his property to (b) (7)(C) **(Attachment 3)**. He said between 2011 and 2015, he sold 6,172.5 cubic yards of limestone, valued at $13,909. He was paid in the form of two checks from (b) (7)(C) **(Attachment 4** and see Attachment 3). The remaining (b) (7)(C) in limestone value was used to (b) (7)(C) performed (b) (7)(C) (see Attachments 3 and 4).

(b) (7)(C) admitted he never obtained any permits from nor did he enter into any Mineral Materials Sales Contract with BLM to remove and use the limestone. (b) (7)(C) thought he owned the limestone and said he was not aware he was required to obtain a permit from or enter into a sales contract with BLM for its use.

(b) (7)(C) said he was unaware that BLM considered limestone used for rip rap to be a mineral **(Attachment 5** and see Attachment 3). (b) (7)(C) has been a Civil Engineer with BLM for and as a Civil Engineer, he was not familiar with BLM regulations governing Federally owned minerals as he did not have to work with those regulations in his position (see Attachment 3).

(b) (7)(C) used limestone from the quarry since the 1960's

(b) (7)(C) said his father owned and operated (b) (7)(C) and had used limestone from the quarry for the business since at least the 1960's (see Attachment 3). He said his father never obtained any permits or sales contracts from BLM to use the limestone because his father believed he was the rightful owner of the limestone. (b) (7)(C) said his father passed away approximately ago.

(b) (7)(C) denied he told that he sold the limestone from the quarry through (b) (7)(C) when notified him of the trespass issue in . said the last time he worked for his father's company was in or .

Ownership of (b) (7)(C)

(b) (7)(C) said (b) (7)(C) was a distant relative of his and the property in question had been in his family since (b) (7)(C) was issued the patent in (see Attachments 2 and 3). (b) (7)(C) and his former wife (b) (7)(C) were deeded the property on (b) (7)(C) by his father, (b) (7)(C) **(Attachment 6)**. (b) (7)(C) and his wife divorced and he became the sole owner of the property on (b) (7)(C) **(Attachments 7 and 8)**. (b) (7)(C) said the first time he ever saw a copy

of the patent issued to [redacted] for the property was when [redacted] showed him a copy in (b) (7)(C) when [redacted] informed him of the trespass issue on his property (see Attachments 2 and 3). (b) (7)(C) acknowledged the patent stated the minerals located on the property were held in reserve for the U.S. Government (see Attachment 3).

BLM issued Trespass Notice to (b) (7)(C)

On December [redacted] 2018, BLM issued a letter to (b) (7)(C) informing him that BLM suspected an unauthorized use of mineral materials, specifically the removal of limestone from a quarry, had occurred on his personally owned property **(Attachment 9)**.

The United States Attorney for the District of Montana declined prosecution of this matter. As BLM had already issued a trespass notice, we terminated our investigation.

SUBJECT(S)

(b) (7)(C) [redacted], [redacted], Civil Engineer, BLM, (b) (7)(C) [redacted]

DISPOSITION

The United States Attorney for the District of Montana declined prosecution of this matter. BLM issued a letter of suspected mineral materials unauthorized use to (b) (7)(C) in December 2018. As criminal prosecution has been declined and BLM is already taking steps to recover the funds administratively, we terminated our investigation. We are referring our report of investigation to Director, BLM for any action deemed appropriate.

ATTACHMENTS

1. Investigative Activity Report (IAR) – Interview of (b) (7)(C) [redacted] on November 2, 2018
2. Federal Land Patent Number (b) (7)(C) dated (b) (7)(C) (b) (7)(C)
3 IAR – Interview of (b) (7)(C) [redacted] on April 8, 2019
4. (b) (7)(C) [redacted] document showing quantity of limestone removed from quarry by year
5. Letter to BLM from (b) (7)(C) [redacted] dated (b) (7)(C) [redacted]
6. Warranty Deed (b) (7)(C) dated (b) (7)(C)
7. Quitclaim Deed (b) (7)(C) dated (b) (7)(C) [redacted]
8. Quitclaim Deed (b) (7)(C) dated (b) (7)(C)
9. BLM Letter to (b) (7)(C) dated December [redacted] 2018

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

Alleged Child Pornography on a Government Computer, BLM, (b) (7)(C)

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title
Alleged Child Pornography on a Government Computer, BLM, [redacted]

Case Number
OI-MT-19-0762-I

Reporting Office
Billings, MT

Report Date
September 18, 2020

Report Subject
Report of Investigation

SYNOPSIS

The OIG investigated allegations that (b) (7)(C) [redacted], Bureau of Land Management (BLM), (b) (7)(C) (b) (7)(C), accessed child pornography on [redacted] government computer while working at the BLM, (b) (7)(C) Field Office.

We found no evidence [redacted] accessed child pornography. An evaluation of [redacted] network traffic showed [redacted] computer accessed sites hosting both adult and suspected child pornography; however, we were not able to determine if [redacted] accessed the areas of the websites that hosted the suspected child pornography. [redacted] reformatted then defragmented [redacted] hard drive, so we were unable to recover any images or other evidence from [redacted] computer. [redacted] admitted to viewing adult pornography on [redacted] government computer while on duty but denied viewing child pornography.

The U.S. Attorney's Office (USAO) for the District of [redacted] declined this case for prosecution. [redacted] resigned [redacted] position with BLM after receiving a notice of proposed removal. We are forwarding our report of investigation to the Director, BLM, for any action deemed appropriate.

DETAILS OF INVESTIGATION

In (b) (7)(C) 2019, (b) (7)(C), (b) (7)(C) [redacted], National Operations Center, BLM, Lakewood, CO reported that (b) (7)(C) viewed pornographic images on [redacted] work computer. (b) (7)(C) came under scrutiny when some of [redacted] co-workers saw [redacted] viewing adult pornographic images in [redacted] cubicle at the BLM (b) (7)(C) Office. (b) (7)(C), (b) (7)(C) (b) (7)(C), BLM, reviewed (b) (7)(C) internet history and found that (b) (7)(C) accessed several websites hosting both adult and what [redacted] believed to be child pornography (**Attachments 1 - 5**).

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
[redacted] /SAC	Digitally signed.

Authentication Number: 2EE9ABCAC289431A97A23D126E660E39

On (b) (7)(C), 2019, (b) (7)(C), (b) (7)(C), BLM, and [redacted], (b) (7)(C), BLM, both located in the (b) (7)(C) Field Office, interviewed [redacted] about viewing pornography on [redacted] laptop (**Attachment 6**). During this interview, (b) (7)(C) admitted to viewing pornography but not child pornography. On (b) (7)(C), 2019, [redacted] was (b) (7)(C) (b) (7)(C) [redacted].

(b) (7)(C), (b) (7)(C) [redacted], DOI, gave us a list of the suspicious websites that (b) (7)(C) [redacted] accessed (**Attachment 7**). We reviewed the content of the sites forwarded by [redacted] and identified sexually explicit images that appeared to depict children. We sent the suspicious images to the National Center for Missing and Exploited Children (NCMEC) for additional examination and comparison with NCMEC's database of known child pornography. None of the images we submitted to NCMEC matched any known images in NCMEC's database (**Attachment 8**).[1]

Our investigation was hindered by the fact that [redacted] reformatted then defragmented [redacted] hard drives after being confronted by [redacted] supervisor. We could not recover any images or internet history from [redacted] computer. Any evidence that either proved or disproved [redacted] accessed child pornography was destroyed (**Attachments 9, 10, and 11** and see Attachment 2).

We interviewed [redacted] multiple times (See Attachments 1, 2, 4, 10, and 11). Each time, [redacted] admitted to viewing pornography on [redacted] government computer while on duty but denied ever viewing child pornography.

SUBJECT(S)

[redacted], former [redacted], (b) (7)(C) [redacted], BLM, in [redacted] [redacted]

DISPOSITION

The USAO for the District of [redacted] declined this case for prosecution. On (b) (7)(C) [redacted], (b) (7)(C) received notice of a proposed removal from federal service and subsequently resigned on (b) (7)(C), [redacted]. We are forwarding our report of investigation to the Director, BLM, for any action deemed appropriate.

ATTACHMENTS

1. Investigative Activity Report (IAR) – (b) (7)(C) Interview on August 6, 2019
2. IAR – (b) (7)(C) Interview on August 6, 2019
3. IAR – (b) (7)(C) Interview on August 13, 2019
4. IAR – (b) (7)(C) Interview on August 13, 2019
5. IAR – (b) (7)(C) Interview on August 13, 2019
6. IAR – (b) (7)(C) Interview on August 13, 2019
7. IAR – Network Collection Report – Web Traffic eData - CCU Request #2, dated August 13, 2019
8. IAR – Analysis of Porn Sites Referred by BLM – CCU Request #5, dated October 22, 2019
9. Digital Forensic Report of Examination – [redacted] Laptops – CCU Request #6, dated February

[1] While a match to the images in NCMEC's database generally establishes proof of child pornography, the lack of a match to the NCMEC database does not prove the opposite. It is possible that the images depicted children who had not yet been indexed by NCMEC.

12, 2020

10. IAR – (b) (7)(C) Interview on August 13, 2019
11. IAR – (b) (7)(C) Interview - Summary of Transcript, dated January 30, 2020
12. IAR – Analysis of (b) (7)(C) BLM Computer – CCU Request #1, dated August 29, 2019
13. IAR – Analysis of (b) (7)(C) Personal Computer – CCU Request #4, dated August 29, 2019
14. General Correspondence – Email from BLM – Proposal to Remove [redacted] dated (b) (7)(C) [redacted]
15. General Correspondence – Email from BLM – [redacted] resignation, dated [redacted]

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION
SUSPECTED ILLEGAL GAS FLARING IN NORTH DAKOTA

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title
Suspected Illegal Gas Flaring in North Dakota

Case Number
OI-OG-19-0222-I

Reporting Office
Energy Investigations Unit

Report Date
April 22, 2020

Report Subject
Report of Investigation

SYNOPSIS

This investigation was based on allegations from the Office of Natural Resources Revenue (ONRR), U.S. Department of the Interior, that Continental Resources, Inc. (Continental) improperly flared[1] natural gas without an approved permit from the Bureau of Land Management (BLM). BLM is authorized to approve a company's gas flaring activities associated with Federal mineral leases, but when a company flares without a permit, or when the gas flaring activities are considered avoidable, the company must report and pay royalties to ONRR on 100 percent of the value of the gas.

Based on the report from ONRR, the OIG investigated two allegations: (i) that Continental flared natural gas from Federal mineral leases in North Dakota without an approved BLM permit, and (ii) that Continental failed to report the flared gas to BLM and ONRR as required. With regard to the first allegation, we found that between January 2014 and February 2015, Continental flared natural gas produced from Federal leases without a BLM flaring permit, and therefore, owed royalties estimated to exceed $900,000. We did not substantiate the second allegation, finding that Continental reported flared gas volumes to ONRR.

To address royalty loss associated with gas flaring activities, BLM and ONRR formed a task force to address BLM's backlog of gas flaring requests in North Dakota. As part of this effort, ONRR is pursuing royalty payment from companies operating in North Dakota that owe Federal mineral royalties due to avoidable or unpermitted gas flaring activities, including Continental.

[1] Natural gas is often produced as a by-product of oil extraction. Gas flaring in the BLM context is the process of burning-off extra gas from production wells in a controlled manner. This is typically done as a safety measure to relieve pressure, or as a disposal method.

Reporting Official/Title	Signature
[redacted]/Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) [redacted]/SAC	Digitally signed.

Authentication Number: 5F7AE4F28BC0F49D3638877A46EC57EE

We did not present this case to the U.S. Attorney's Office because both ONRR and BLM have an active administrative process to address the recovery of royalties lost due to gas flaring activities in North Dakota, and we identified no violation of criminal law.

We are providing this report to the Director of ONRR and the Acting Director of BLM for any action deemed appropriate.

BACKGROUND

Companies who produce oil and gas from Federal mineral leases are required to pay the United States mineral royalties on the value of oil and natural gas removed from the lease. These companies are referred to as Federal lessees, and they are required to calculate and report to the Office of Natural Resources Revenue (ONRR), U.S. Department of the Interior (DOI), the value of the oil and gas produced, the royalties due, and pay the proper amount owed in accordance with Federal regulations.

Federal lessees are required to submit monthly reports to ONRR to account for their mineral production and royalty obligation. The reports include an Oil and Gas Operations Report (OGOR) and a Report of Sales & Royalty Remittance (ONRR Form 2014), and the reports are typically prepared and submitted to ONRR electronically. The OGOR is used to account for the production of oil and gas, and the ONRR form 2014 is a representation of the company's accounting and calculated royalty obligation for a specific production month and lease or agreement.

Additionally, oil and gas operations associated with Federal onshore mineral leases are administered by the DOI's Bureau of Land Management (BLM). As the primary agency responsible for regulating oil and gas operations on public lands, the BLM issues formal direction and guidance to Federal mineral lease operators in the form of a Notice to Lessees and Operators of Onshore Federal and Indian Oil and Gas Leases (NTL) to aid compliance with Federal regulations. The BLM also reviews and approves formal requests by Federal lessees to conduct gas flaring operations. These formal requests submitted to BLM are referred to as sundry notices.

BLM's NTL-4A provides guidance to Federal lessees regarding payment of Federal mineral royalties on gas that is flared without prior approval or determined to be avoidably lost. BLM's NTL-4A refers to the responsible BLM area deciding official as the "Supervisor" and states in part:

> *Where produced gas (both gas well gas and oil well gas) is (1) vented or flared during drilling, completing, or producing operations without the prior authorization, approval, ratification, or acceptance of the Supervisor or (2) otherwise avoidably lost, as determined by the Supervisor, the compensation due the United States or the Indian lessor will be computed on the basis of the full value of the gas so wasted, or the allocated portion thereof, attributable to the lease.*

In part, NTL-4A defines avoidably lost gas as gas flared due to negligence, a failure to take all reasonable measures to prevent its control or loss, or failure to comply fully with lease terms, regulations, or orders from BLM without the prior authorization or approval of BLM (**Attachment 1**).

DETAILS OF INVESTIGATION

On (b) (7)(C) 2018, ONRR (b) (7)(C) (b) (7)(C) alleged that Continental Resources, Inc. (Continental), Oklahoma City, Oklahoma, reported amounts of flared natural gas to the

State of North Dakota Department of Mineral Resources, but did not report these activities when they submitted monthly OGORs to ONRR as required (**Attachments 2 & 3**). [redacted] identified the disparate reporting between January 2014 and February 2015 and reported the suspect activities were associated with 28 wells across 18 Federally administered oil and gas leases. [redacted] suspected Continental's gas flaring activities were not permitted by the BLM.

Continental Flared Gas Without BLM's Approval

We substantiated the allegation that Continental flared gas without BLM's approval. We worked with bureau personnel and gathered data regarding Continental's oil and gas reporting for analysis and found that between January 2014 and February 2015, Continental flared 223,722 Mcf[2] of natural gas from 13 Federal wells associated with 9 Federally administered leases without a sundry notice approved by the BLM (**Attachments 4 & 5**). We also learned that during this time period, BLM had a significant backlog of pending sundry notices from multiple companies requesting approval to flare gas. Additionally, the BLM State Director was considering conditions that would require gas flaring activities to be royalty bearing.

Continental Reported Gas Flaring Volumes to ONRR

We did not find that Continental failed to report gas flaring volumes to ONRR as alleged (**Attachment 6**). To aid our investigation, BLM (b) (7)(C) [redacted] analyzed Continental's gas flaring and reporting activities (see Attachments 5 & 6). [redacted] found Continental reported flared gas volumes on OGORs submitted to ONRR consistent with its reporting to the North Dakota Industrial Commission Oil and Gas Division (NDIC), a division of the Department of Mineral Resources (see Attachment 6).

Continental's Gas Flaring Resulted in a Loss of Mineral Royalties

We found that Continental's unpermitted gas flaring activities violated the regulatory guidance established in NTL-4A, consequently resulting in Continental's failure to pay appropriate mineral royalties to ONRR.

BLM (b) (7)(C) (b) (7)(C) [redacted] explained that instances of unpermitted gas flaring prior to January 17, 2017 were subject to NTL-4A (**Attachment 7**). NTL-4A requires that royalties for gas flared without prior approval to be computed on the basis of the "full value of the gas so wasted" (see Attachment 1). Applying this guidance to the 223,722 Mcf of natural gas flared by Continental without BLM's approval, we estimated the value of royalties owed to ONRR range between approximately $953,976 and $1,001,595 (see Attachment 4).

BLM and ONRR's Focused Effort to Recover Royalties

Working closely with BLM and ONRR officials during our investigation, we discovered that BLM and ONRR have an ongoing collaborative project to specifically address approximately 4,000 unprocessed sundry notices submitted to BLM for gas flaring activities in North Dakota and to recover related unpaid mineral royalties (**Attachment 8**).

[2] **Mcf** is an abbreviation derived from the Roman numeral 'M' for one thousand, together with cubic feet (CF) to measure a quantity of natural gas. As a measure of energy value, one thousand cubic feet (**Mcf**) of gas is equal to approximately 1,000,000 British Thermal Units (BTUs). One BTU is equivalent to the amount of energy used to raise the temperature of a pound of water one-degree Fahrenheit.

ONRR (b) (7)(C) (b) (7)(C) explained that she is leading a project with the BLM to recover mineral royalties associated with backlogged sundry requests for gas flaring activities in North Dakota that BLM determined to be avoidably lost (**Attachment 9**). also explained that ONRR was pursuing outstanding royalties owed by companies operating in North Dakota by using tolling agreements and issuing orders to perform restructured accounting. According to , Continental was in the process of accepting a tolling agreement for their unprocessed flaring gas volumes at the time of our investigation.

SUBJECT(S)

Continental Resources, Inc., 20 N. Broadway, Oklahoma City, Oklahoma 73102

DISPOSITION

We did not present this case to the U.S. Attorney's Office because both ONRR and BLM have an active administrative process to address the recovery of royalties lost due to gas flaring activities in North Dakota, and we identified no violation of criminal law.

We are providing this report to the Directors of ONRR and BLM for their consideration and any action deemed appropriate.

ATTACHMENTS

1. Investigative Activity Report (IAR) – Review of NTL-4A, dated April 29, 2019
2. Email from (b) (7)(C) to (b) (7)(C) on (b) (7)(C) 2018
3. IAR – Interview of (b) (7)(C) on January 31, 2019
4. IAR – Estimated Royalty Value of Flared Gas, dated August 7, 2019
5. IAR – Review of NDFO Sundry Request Information, dated March 18, 2019
6. IAR – NDIC Flaring Amounts, dated April 9, 2019
7. IAR – Interview of (b) (7)(C) on March 4, 2019
8. IAR – Telephonic Contact with (b) (7)(C) on May 10, 2019
9. IAR – Interview of (b) (7)(C) on March 18, 2019

OFFICE OF
INSPECTOR GENERAL
U.S.DEPARTMENT OF THE INTERIOR

ALLEGED ETHICS VIOLATION BY DOI (b) (7)(C)

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

I. EXECUTIVE SUMMARY

We investigated allegations that (b) (7)(C) [redacted], U.S. Department of the Interior (DOI), violated [redacted] Federal ethics pledge under Executive Order No. 13770 by meeting on two occasions with [redacted] former employer, [redacted], during the required 2-year recusal period following [redacted] resignation from [redacted]. We also investigated whether [redacted] attendance at [redacted] events violated the section of the standards of ethical conduct for executive branch employees that governs the receipt of gifts from outside sources.

We found that [redacted] attended two events hosted by [redacted], and we determined that [redacted] was permitted to do so under Federal gift rules for executive branch employees. In addition, we obtained no evidence that [redacted] discussed official DOI matters with [redacted] former (b) (7)(C) [redacted] colleagues at either of the events [redacted] attended; therefore, [redacted] actions on these occasions did not implicate Federal ethics rules or [redacted] ethics pledge.

We are providing this report to the Chief of Staff for the Office of the Secretary for any action deemed appropriate.

II. RESULTS OF INVESTIGATION

In response to a complaint from (b) (7)(C) [redacted], we investigated the attendance of (b) (7)(C) [redacted] U.S. Department of the Interior (DOI), at events hosted by [redacted] former employer, [redacted]. These events occurred during the 2 years in which [redacted] was prohibited under [redacted] Federal ethics pledge from participating in specific party matters with [redacted]. In particular, the complaint alleged that [redacted] improperly participated in (b) (7)(C) [redacted] events on (b) (7)(C) [redacted] 2017, and (b) (7)(C) [redacted] 2017. Although we found that [redacted] did not attend the [redacted] event, we identified an unrelated event—a [redacted], 2017 (b) (7)(C) [redacted] for former [redacted] employees—that [redacted] attended during [redacted] recusal period. We included [redacted] attendance at the (b) (7)(C) in our investigation.

A. Facts

1. [redacted] Employment at (b) (7)(C) [redacted] and Ethics Training as a DOI Employee

(b) (7)(C) [redacted] worked at (b) (7)(C) [redacted] as its (b) (7)(C) [redacted] from (b) (7)(C) [redacted] until [redacted] started at the DOI on (b) (7)(C) [redacted] 2017 (**Attachments 1, 2, and 3**). According to

training materials from the Departmental Ethics Office (DEO), [redacted] received ethics training from an ethics official on [redacted] 2017 (**Attachment 4**). This training addressed the Federal ethics pledge and ethics regulations, including relationships covered under the pledge; regulations, rules, and restrictions concerning Federal employees' receipt of gifts; and restrictions against Federal employees contacting their former employers (**Attachment 5**). (b) (7)(C) signed the ethics pledge on [redacted] 2017 (**Attachment 6**).

2. [redacted] Invitation to and Attendance of a (b) (7)(C) on [redacted] 2017

On (b) (7)(C) 2017, (b) (7)(C) received an email in [redacted] personal account from the (b) (7)(C), inviting [redacted] to attend the [redacted]. The next day, [redacted] 2017, [redacted] forwarded the invitation to the DEO for review, stating that [redacted] had received it in [redacted] personal capacity but wanted to "clear it" with the DEO (**Attachment 7**). Later that day, a DEO attorney advisor replied to [redacted] email, stating that [redacted] could attend the [redacted] because [redacted] had invited [redacted] due to [redacted] previous affiliation with the organization, not [redacted] DOI employment.

[redacted] attended the [redacted] on [redacted] 2017 (**Attachments 8 and 9**). [redacted] told us [redacted] did not recall many details about the event, stating, "I was not there . . . more than 20 minutes," but [redacted] estimated that between 150 and 200 current and former [redacted] employees attended; [redacted] said that sodas were served, but [redacted] did not have any. Although [redacted] said [redacted] was not certain where all of the (b) (7)(C) worked at the time of the [redacted], [redacted] recalled that [redacted] attended from Federal agencies as well as non-Federal organizations.[1]

We found no evidence that [redacted] discussed any official DOI matters during or after the [redacted] reception. [redacted] told us [redacted] remembered having a conversation with [redacted] (b) (7)(C) in the fall of 2017, but [redacted] did not recall whether it was at this event (**Attachments 10 and 11**). (b) (7)(C) told us in his interview that he spoke with (b) (7)(C) at the event, but he said he did not specifically recall the details of their conversation. He stated, "We had a brief conversation about employment opportunities at, or my interest in employment at, [the] DOI. . . . It wasn't a deep conversation" (**Attachments 12 and 13**). We also obtained no emails that mentioned or evidenced any discussions of official DOI matters.

3. [redacted] Invitation to a [redacted] 2017 Speech and Luncheon at (b) (7)(C)

Around the time of the (b) (7)(C), in (b) (7)(C) 2017, IOS and [redacted] staff scheduled Ryan Zinke, the Secretary of the Interior at the time, to speak at [redacted], followed by a luncheon, on (b) (7)(C) 2017. (b) (7)(C), then (b) (7)(C) [redacted], IOS, told us that [redacted] discussed the event with [redacted] supervisor at the time, [redacted] then Chief of Staff for the Office of the Secretary (**Attachments 14 and 15**). According to [redacted] [redacted] suggested that [redacted] and three other DOI political appointees be invited to attend the event (**Attachments 16 and 17**). [redacted] told us that [redacted] did not direct [redacted] to check with the DEO to see whether (b) (7)(C) could attend the event.

[1] (b) (7)(C) responded to our initial requests for information about the events (b) (7)(C) attended. However, when we attempted later in our investigation to obtain additional information about this particular event, we did not receive a reply.

(b) (7)(C) said (b) (7)(C) informed (b) (7)(C) that (b) (7)(C) wanted (b) (7)(C) to attend the event and asked (b) (7)(C) to reserve time on (b) (7)(C) calendar for it.

(b) (7)(C) told us (b) (7)(C) first heard about the event from (b) (7)(C) or (b) (7)(C), and (b) (7)(C) said (b) (7)(C) had no role in scheduling or otherwise organizing the event (**Attachments 18 and 19**). According to (b) (7)(C) (b) (7)(C) recalled that (b) (7)(C) mentioned to (b) (7)(C) as they passed in the hallway that Zinke would be giving a speech at (b) (7)(C) ; (b) (7)(C) said (b) (7)(C) told (b) (7)(C) that Zinke wanted (b) (7)(C) to attend it.

4. Ethics Consideration of (b) (7)(C) *Attendance Before the* (b) (7)(C) *2017 Event*

(b) (7)(C) said (b) (7)(C) did not mention to (b) (7)(C) whether the DEO had approved (b) (7)(C) attendance at the event. (b) (7)(C) said (b) (7)(C) believed (b) (7)(C) knew (b) (7)(C) had worked for (b) (7)(C) because they had discussed this some months earlier (**Attachments 20 and 21**). ((b) (7)(C) left the DOI in (b) (7)(C) (b) (7)(C) and was not interviewed for this investigation.)

According to (b) (7)(C) (b) (7)(C) told (b) (7)(C) the DEO had reviewed the invitation and supporting documentation and had "cleared" the event. (b) (7)(C) said (b) (7)(C) had assumed this clearance also applied to (b) (7)(C) attendance, but stated that (b) (7)(C) did not recall (b) (7)(C) saying the DEO had specifically cleared (b) (7)(C) to attend (see Attachments 10 and 11, and 18 through 21).

Documentation from the DEO reflected that the DEO received information about the event for an ethics review, including a price per person of $17.95 for lunch, on (b) (7)(C), 2017 (**Attachments 22 and 23**).[2] According to (b) (7)(C), (b) (7)(C) who at the time (b) (7)(C), documentation related to the event was slipped under his door on (b) (7)(C) 2017 (**Attachments 24 and 25**). He said (b) (7)(C) name was not specified in the invitation when he received the documentation, and he said he did not recall speaking about the event or the documentation with (b) (7)(C), a staff assistant with the IOS (b) (7)(C) who had been involved in scheduling the DOI employees' attendance at the event. (b) (7)(C) handwritten notes on the documentation reflect that the DEO began a review, but did not appear to have completed it.

In addition, (b) (7)(C) and (b) (7)(C) exchanged emails on (b) (7)(C), 2017, in which they discussed the event from an ethical standpoint (see Attachment 23). On (b) (7)(C), 2017, (b) (7)(C) wrote to (b) (7)(C) that the lunch would cost $17.95 per person. (b) (7)(C) responded, "Because the cost per person is under $20, Ethics has determined that the Secretary and four staff [including (b) (7)(C) can all accept the lunch from (b) (7)(C)." (b) (7)(C) forwarded (b) (7)(C) email to (b) (7)(C) and the other DOI attendees.

[2] As we discuss in the "Analysis" section of this report, this amount falls below the $20 threshold for Federal employees accepting gifts from prohibited sources or because of their official positions. (b) (7)(C) told us she learned the cost of the lunch from a (b) (7)(C) employee who was helping to plan the event (see Attachments 16 and 17). (b) (7)(C) (b) (7)(C) told us the lunch actually cost $23.28 per person, but he could not explain the price difference to us (**Attachment 26**).

5. (b) (7)(C) *Attendance at the* (b) (7)(C) *2017 Event*

On (b) (7)(C) 2017, (b) (7)(C) attended Zinke's speech and the luncheon at (b) (7)(C) . (b) (7)(C) said (b) (7)(C) spoke with three (b) (7)(C) officials at the event—(b) (7)(C) (b) (7)(C) (b) (7)(C)—but these conversations consisted of what (b) (7)(C) called "reception conversation," or small talk of little substance, and (b) (7)(C) discussed no official DOI business (see Attachments 1 and 2).

(b) (7)(C) told us he did not recall specifically speaking to (b) (7)(C) there, but said that he "probably" greeted (b) (7)(C) and exchanged pleasantries with (b) (7)(C) (**Attachments 27 and 28**). (b) (7)(C) confirmed that he and (b) (7)(C) attended the event, but he said that if he had spoken with (b) (7)(C) it was only to exchange greetings (**Attachments 29 and 30**). (b) (7)(C) said they did not discuss any official DOI business with each other.

6. (b) (7)(C) *Discussions With DOI Officials About the* (b) (7)(C) *2017 Event*

(b) (7)(C) told us that in (b) (7)(C) 2018—6 months after the (b) (7)(C) 2017 event—(b) (7)(C) (b) (7)(C) attendance at the event and became concerned (see Attachments 1 and 2). (b) (7)(C) said (b) (7)(C) contacted then Principal Deputy Solicitor Daniel Jorjani, who instructed (b) (7)(C) to contact (b) (7)(C) . (b) (7)(C) told us that Jorjani contacted him as well and that this was the first time he had heard that (b) (7)(C) had attended the event (see Attachments 24 and 25).

(b) (7)(C) said (b) (7)(C) met with (b) (7)(C) , they discussed the facts, and (b) (7)(C) came away from the meeting "very confused" (see Attachments 1 and 2). (b) (7)(C) said it was during this discussion that (b) (7)(C) began to realize (b) (7)(C) might not have been cleared to attend the event after all. (b) (7)(C) also stated that (b) (7)(C) became further confused when (b) (7)(C) told (b) (7)(C) the DEO reviewed invitations only with respect to the Interior Secretary's attendance, not that of other attendees. According to (b) (7)(C) (b) (7)(C) asked (b) (7)(C) to clarify what (b) (7)(C) had done wrong and whether (b) (7)(C) should take any action, but (b) (7)(C) never received any additional information from him.

7. (b) (7)(C) *Meeting With the Designated Agency Ethics Official About the* (b) (7)(C)

Scott de la Vega, Director of the DEO and Designated Agency Ethics Official, told us he met with (b) (7)(C) (b) (7)(C) on (b) (7)(C) , 2019 (**Attachments 31 and 32**). When asked about the DEO's process for reviewing attendance at such events, de la Vega said, "There is no such thing as an event being quote-unquote cleared by Ethics, . . . carte blanche, for an entire group of people." De la Vega told us the DEO was required to review each matter case by case, based on the individual employee and his or her relationship to the organization issuing the invitation to the event. Because (b) (7)(C) had worked at (b) (7)(C) within the past 2 years and had a covered relationship with (b) (7)(C) , de la Vega said, (b) (7)(C) ethical obligations would not be the same as the other DOI employees invited to attend the event (**Attachments 33 and 34**).

De la Vega confirmed that after meeting with (b) (7)(C) he drafted a memorandum, dated (b) (7)(C) (b) (7)(C) , to Todd Willens, the current Chief of Staff for the Office of the Secretary, stating that

(b) (7)(C) confirmed (b) (7)(C) visited (b) (7)(C) on (b) (7)(C) , 2017, at (b) (7)(C) direction, to listen to Zinke give a speech. De la Vega told us that because (b) (7)(C) did not discuss any specific party matters with anyone at the event, he concluded that (b) (7)(C) did not violate Federal ethics regulations or (b) (7)(C) ethics pledge.

B. Analysis

Due to (b) (7)(C) prior employment at (b) (7)(C) , (b) (7)(C) attendance at (b) (7)(C) -hosted events on (b) (7)(C) , 2017, implicates the section of the standards of ethical conduct for executive branch employees that governs the receipt of gifts from outside sources. In general terms, executive branch employees are subject to restrictions on the gifts they may solicit or accept from sources outside the Government, such as (b) (7)(C) . Unless an exception applies, executive branch employees may not solicit or accept gifts that come from prohibited sources, such as a former employer who seeks official action from the employee's agency, or that are given because of their official positions (5 C.F.R. § 2635.203(d) & (e)). [3]

One exception to this rule provides that "an employee may accept unsolicited gifts having an aggregate market value of $20 or less per source per occasion" when a gift is given because of the employee's official position or by a prohibited source (5 C.F.R. § 2635.204(a)). Another gift rule exception provides that "an employee may accept meals, lodgings, transportation and other benefits provided by a former employer to attend a reception or similar event when other former employees have been invited to attend, the invitation and benefits are based on the former employment relationship, and it is clear that such benefits have not been offered or enhanced because of the employee's official position" (5 C.F.R. § 2635.204(e)(4)).

In addition to the gift rule, (b) (7)(C) attendance at (b) (7)(C) -hosted events on (b) (7)(C) , 2017, implicates the ethics pledge (b) (7)(C) signed in (b) (7)(C) 2017. Section 6 of the Federal ethics pledge under Executive Order No. 13770 states, "I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly or substantially related to my former employer" (see Attachment 6).

In our analysis below, we consider (b) (7)(C) attendance at the two (b) (7)(C) events in light of the gift rule provisions and the ethics pledge.

1. *Analysis of* (b) (7)(C) *2017 Event*

We determined that (b) (7)(C) attendance at this event fit within a gift-rule exception and that there is no evidence that (b) (7)(C) actions at the event violated (b) (7)(C) ethics pledge. As noted above, 5 C.F.R. § 2635.204(e)(4) provides an exception to the ban on accepting gifts, stating that "an employee may accept meals, lodgings, transportation and other benefits provided by a former employer to attend a reception or similar event when other former employees have been invited

[3] Per 5 C.F.R. § 2635.203(d), "prohibited source" means any person who (1) is seeking official action by the employee's agency, (2) does business or seeks to do business with the employee's agency, (3) conducts activities regulated by the employee's agency, (4) has interests that may be substantially affected by the performance or nonperformance of the employee's official duties, or (5) is an organization a majority of whose members are described in (1) through (4). (b) (7)(C) is a prohibited source for DOI employees because it seeks official action by the DOI in programs the DOI oversees, such as (b) (7)(C) (b) (7)(C) .

to attend, the invitation and benefits are based on the former employment relationship, and it is clear that such benefits have not been offered or enhanced because of the employee's official position." We concluded that (b) (7)(C) attendance at this event fell within the cited gift exception because other former (b) (7)(C) employees were invited to attend the (b) (7)(C) (b) (7)(C) , and we found no evidence that (b) (7)(C) invitation and benefits were based on anything other than (b) (7)(C) former employment relationship, or that such benefits had been offered or enhanced because of (b) (7)(C) official position at the DOI.

(b) (7)(C) was also permitted to attend the event because (b) (7)(C) sought and obtained clearance from the DEO beforehand. In particular, (b) (7)(C) forwarded the invitation to the DEO, which approved (b) (7)(C) attendance under § 204(e)(4). The DEO determined that (b) (7)(C) invitation to (b) (7)(C) was based on the former employment relationship and was not offered or enhanced because of (b) (7)(C) official position at the DOI. For this reason, even if the DEO's determination had been incorrect and (b) (7)(C) had violated the gift rules for ethics branch employees, (b) (7)(C) likely would not be subject to disciplinary action due to the "safe harbor" rule.[4]

In addition, we found no evidence that (b) (7)(C) discussed any official DOI matters during the (b) (7)(C) . We did not obtain any emails that mentioned or evidenced any such discussions, and (b) (7)(C) assertions in (b) (7)(C) interview that (b) (7)(C) did not talk to anyone at the (b) (7)(C) about official DOI matters and that (b) (7)(C) conversations there were purely social in nature were not refuted by anyone we interviewed. We concluded that no interactions at this event rose to the level of a particular matter involving specific parties and, therefore, (b) (7)(C) attendance at the event did not violate (b) (7)(C) ethics pledge.

2. Analysis of (b) (7)(C) *, 2017 Event*

We found that (b) (7)(C) attendance at this event did not violate either the gift rule or (b) (7)(C) ethics pledge. As noted above, 5 C.F.R. § 2635.204(a) provides an exception to the gift rule: "[A]n employee may accept unsolicited gifts having an aggregate market value of $20 or less per source per occasion" when a gift is given because of the employee's official position or by a prohibited source.

As described earlier in this report, DOI officials appeared to believe in good faith at the time of the event that the cost of the luncheon was less than $20 per person. The evidence showed that (b) (7)(C) received information about the event from DOI employees who, (b) (7)(C) believed, had sufficient knowledge regarding the applicable gift rule. Therefore, we conclude that (b) (7)(C) acted on a good-faith belief that (b) (7)(C) could attend the event. While it would have been prudent for (b) (7)(C) to have had an ethics review of (b) (7)(C) attendance at the luncheon, it was not required per the ethics regulations. So long as the gift was valued at $20 or less, it was permissible for (b) (7)(C) to attend the event.[5]

[4] In general terms, the safe harbor rule provides that disciplinary action will not be taken against an employee who obtains advice from a departmental ethics official after fully disclosing all relevant facts, and who acts in good-faith reliance on that ethics advice even if the advice is incorrect and the employee's action is later found to violate governing regulations (5 C.F.R. §2635.107(b)).

[5] As noted previously, one (b) (7)(C) employee told us that he believed the lunch cost $23.28 per person, but he could not explain the cost difference to us (see Attachment 26). We concluded that the evidence established that, at the time, DOI personnel believed in good faith that the luncheon cost $17.95.

With regard to (b) (7)(C) ethics pledge, Section 6 of the pledge states, "I will not for a period of 2 years from the date of my appointment participate in any particular matter involving specific parties that is directly or substantially related to my former employer" (see Attachment 6). Based on statements from (b) (7)(C) and (b) (7)(C) officials with whom (b) (7)(C) spoke at the event, the available evidence shows that no official DOI matters were discussed during the event, and we found this did not rise to the level of a particular matter involving specific parties. Consequently, we did not find evidence that (b) (7)(C) violated (b) (7)(C) ethics pledge.

III. SUBJECT

(b) (7)(C) , DOI.

IV. DISPOSITION

We are providing this report to the Chief of Staff for the Office of the Secretary for any action deemed appropriate.

V. ATTACHMENTS

1. Investigative Activity Report (IAR) – Interview of (b) (7)(C) on April 4, 2019
2. Transcript of interview of (b) (7)(C) on April 4, 2019
3. Email message on July 16, 2019, from (b) (7)(C) to Investigator (b) (7)(C)
4. Email message on November 20, 2019, from (b) (7)(C) to Investigator (b) (7)(C)
5. DOI ethics training on (b) (7)(C) 2017
6. Ethics pledge for (b) (7)(C)
7. Email messages on (b) (7)(C) , 2017, between (b) (7)(C) and (b) (7)(C)
8. IAR – Interview of (b) (7)(C) on March 3, 2020
9. Transcript of (b) (7)(C) interview on March 3, 2020
10. IAR – Interview of (b) (7)(C) on November 15, 2019
11. Transcript of (b) (7)(C) interview on November 15, 2019
12. IAR – Interview of (b) (7)(C) on November 6, 2019
13. Transcript of (b) (7)(C) interview on November 6, 2019
14. IAR – Interview of (b) (7)(C) on May 16, 2019

15. Transcript of (b) (7)(C) interview on May 16, 2019

16. IAR – Interview of (b) (7)(C) on August 28, 2019

17. Transcript of (b) (7)(C) interview on August 28, 2019

18. IAR – Interview of (b) (7)(C) on October 31, 2019

19. Transcript of (b) (7)(C) interview on October 31, 2019

20. IAR – Interview of (b) (7)(C) on September 24, 2019

21. Transcript of (b) (7)(C) interview on September 24, 2019

22. IAR – Document review of August 26, 2019 email message from (b) (7)(C) to Investigator (b) (7)(C) , dated December 16, 2019

23. Email message on August 26, 2019, from (b) (7)(C) to Investigator (b) (7)(C)

24. IAR – Interview of (b) (7)(C) on October 31, 2019

25. Transcript of (b) (7)(C) interview on October 31, 2019

26. Email message on August 28, 2019, from (b) (7)(C) to Investigator (b) (7)(C)

27. IAR – Interview of (b) (7)(C) on August 8, 2019

28. Transcript of (b) (7)(C) interview on August 8, 2019

29. IAR – Interview of (b) (7)(C) on August 7, 2019

30. Transcript of (b) (7)(C) interview on August 7, 2019

31. IAR – Interview of Scott de la Vega on July 26, 2019

32. Transcript of Scott de la Vega interview on July 26, 2019

33. IAR – Interview of Scott de la Vega on August 26, 2019

34. Transcript of Scott de la Vega interview on August 26, 2019

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION
ALLEGED ETHICS VIOLATION BY THE ASSISTANT SECRETARY FOR INSULAR AND INTERNATIONAL AFFAIRS

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title
Alleged Ethics Violation by the Assistant Secretary for Insular and International Affairs
Reporting Office
Program Integrity Office

Case Number
OI-PI-19-0723-I

Report Date
November 7, 2019

Report Subject
Report of Investigation

SYNOPSIS

We investigated an allegation that Douglas Domenech, Assistant Secretary for Insular and International Affairs, U.S. Department of the Interior (DOI), violated his Federal ethics pledge under Executive Order No. 13770 by meeting with an official from his former employer, the Texas Public Policy Foundation (TPPF), during the required 2-year recusal period following Domenech's resignation from the TPPF.

Although we did not find that Domenech violated his ethics pledge as alleged, we determined that Domenech violated Federal ethics regulations after he began working for the DOI as a special Government employee (SGE) in January 2017. The violation occurred when Domenech arranged and held two meetings with TPPF (b) (7)(C) , at (b) (7)(C) request, on April (b) (7)(C) 2017, during which issues in litigation between DOI bureaus and the TPPF were discussed. For 1 year after resigning from the TPPF, Domenech was prohibited from participating in any particular matters in which the TPPF was a specific party or represented a specific party; the litigation discussed in the meetings with (b) (7)(C) constituted particular matters and involved the TPPF as a specific party.

Domenech admitted that he failed to consider whether his involvement in these meetings could cause a reasonable person to question his impartiality. This consideration is a requirement under 5 C.F.R. § 2635.502(a)(1) ("Impartiality in Performing Official Duties"). Domenech should not have met with the TPPF without considering the appearance issue and, if he believed there could potentially have been an appearance issue, he was required to seek approval from an ethics official before attending the meetings.

Reporting Official/Title	Signature
(b) (7)(C) /Investigator	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /SAC	Digitally signed.

Authentication Number: 167F081D8FF7E8169EC655334010E0DA

We found that because Domenech was an SGE when he met with [redacted] he was not subject to the Federal ethics pledge. Domenech signed the pledge on September [redacted] 2017, after he became a permanent DOI employee.

We are providing this report to the Chief of Staff for the Office of the Secretary for any action deemed appropriate.

DETAILS OF INVESTIGATION

We initiated this investigation after receiving a complaint from the Campaign Legal Center (CLC) against Douglas Domenech, Assistant Secretary for Insular and International Affairs, U.S. Department of the Interior (DOI). The CLC alleged that Domenech violated his Federal ethics pledge under Executive Order No. 13770 by meeting with an official from his former employer, the Texas Public Policy Foundation (TPPF), during the required 2-year recusal period that followed Domenech's resignation from the TPPF in January 2017 (**Attachment 1**).

In its complaint, the CLC alleged that Domenech participated in two meetings with TPPF [redacted] (b) (7)(C) on April [redacted] 2017, during which litigation between the TPPF and two DOI bureaus, the U.S. Fish and Wildlife Service (FWS) and the Bureau of Land Management (BLM), was discussed. According to the CLC, the TPPF's litigation concerned the Bone Cave harvestman (an arachnid species native to Texas that the FWS had declared endangered), and the "Red River case" (a dispute between the BLM and local residents over land near the Red River in Texas). The complaint also alleged that Domenech participated by video teleconference in a "TPPF Energy and Climate Summit" with TPPF officials on November [redacted] 2017.

The CLC complaint named other DOI executives who had also allegedly violated their ethics pledges. We focused this investigation on Domenech and will report our findings involving other subjects separately.

Domenech Violated Federal Ethics Regulations by Meeting With TPPF Officials

We found that Domenech's two meetings with [redacted] on April [redacted] 2017, violated 5 C.F.R. § 2635.502 ("Impartiality in Performing Official Duties"), which requires that all Federal employees take appropriate steps to avoid any appearance of a loss of impartiality when performing their official duties (**Attachment 2**). For 1 year after resigning from a non-Federal employer, Federal employees should not participate in any particular matter in which their former employer is a specific party or represents a specific party, unless (1) they consider whether their participation could cause a reasonable person to question their impartiality, and (2) they obtain approval from their agency's ethics official before participating in the matter if a potential lack of impartiality appears to exist.

Domenech Received DOI Ethics Training Before Meetings Occurred

Interviews confirmed that Domenech received ethics training on January [redacted] 2017, from [redacted] then SOL Attorney Advisor, and on February [redacted] 2017, from [redacted] then SOL Ethics Specialist/Financial Disclosure Specialist (**Attachments 3 through 6**). In addition, a review of materials from both training sessions show that the training addressed the topics of impartiality and covered relationships, including the restrictions on contacting former employers within 1 year (**Attachments 7 and 8**).

Domenech acknowledged to us that he had received ethics training on several occasions but said he did not "have a particular memory" of a discussion about interacting with former employers or clients. According to Domenech, he had misunderstood the meaning of particular matters involving specific parties and had believed this meant he could not meet with his former employer about matters on which he had worked when he was a TPPF employee (**Attachments 9 through 12**). Since his prior work with the TPPF had not pertained to the April 2017 meeting topics, he said, he had believed at the time of the meetings that contact with the TPPF was permissible (see Attachments 11 and 12).

Domenech also acknowledged to us that he had worked for the DOI in the past and would have received annual ethics training from the DOI's Ethics Office during that time (see Attachments 9 and 10). We confirmed that he worked for the DOI from July 2001 to January 2009 (**Attachments 13 and 14**).

Domenech Failed To Consider Potential Appearance Issue Before Organizing and Attending Meetings

Domenech told us he worked for the TPPF from March 2015 to January 2017 as the director of the Fueling Freedom Project, dealing with energy and U.S. Environmental Protection Agency matters (**Attachment 15,** and see Attachments 11 and 12). Therefore, under Federal ethics regulations, Domenech had a 1-year restriction, beginning January [redacted] 2017, when he entered duty at the DOI as a special Government employee (SGE), on participating in particular matters involving specific parties in which the TPPF was a party or represented a party (**Attachment 16,** and see Attachment 2).

Domenech told us he scheduled the April [redacted] 2017 meetings at [redacted] request (see Attachments 11 and 12). According to Domenech, he had done so believing that his arranging and joining the meetings was permissible because he had not worked on the Red River and Bone Cave harvestman issues while at the TPPF. Domenech told us he went to the meetings because he "was trying to be a good host," but, he said, he did not say anything substantive in the meetings. He said that he could not recall who else attended the meetings, but that they included other senior DOI officials.

We interviewed two of the DOI officials who had been invited to the meetings—Casey Hammond, Principal Deputy Assistant Secretary for Land and Minerals Management, and Associate Deputy Interior Secretary James Cason—and asked them about Domenech's participation. Hammond, who at the time of the meetings was a Special Assistant to the Secretary of the Interior stationed at the FWS, told us he did not specifically recall a meeting with Domenech on April [redacted] but said he had attended discussions about the Bone Cave harvestman with Cason and [redacted] the Secretary (b) (7)(C) [redacted] (**Attachments 17 through 19**). Cason, who at the time of the meetings was the Acting Deputy Secretary, said he remembered attending the meetings with Domenech, but that Domenech did not facilitate the discussions or advocate for either side of the issues (**Attachments 20 and 21**). Cason said Domenech did not speak at all during most of the discussions.

According to Domenech, he followed the meetings with [redacted] with an email on May [redacted] 2017 (**Attachment 22,** and see Attachments 9 and 10). In the email, which focused on the Bone Cave harvestman, Domenech wrote, "Keep fighting." Domenech told us this comment was his way of encouraging the TPPF to continue to pursue its constitutional rights, and he denied that he was commenting on the litigation in any way (see Attachments 9 and 10).[1]

[1] As of the date of this report, the Bone Cave harvestman litigation has not been resolved, but the Red River litigation was

When we interviewed Domenech, he admitted he had understood before the meetings that his relationship with the TPPF, as his former employer, was covered under the regulations, and that he had believed the ethics rules limited his interaction with the TPPF only on the matters he had worked on while employed there (see Attachments 11 and 12).

Domenech violated the ethics regulations because, regardless of whether he believed he could or could not meet with the TPPF, he still had a duty to consider whether doing so would cause a reasonable person with knowledge of the relevant facts to question his impartiality in the matter, in light of the following factors (see Attachments 2, 11, and 12):

- Domenech had a covered relationship with the TPPF.
- Domenech was prohibited from working on any particular matter in which the TPPF was a specific party or represented a specific party.
- The meetings Domenech organized, in which litigation was discussed, constituted Domenech participating in a particular matter involving specific parties and thus created the appearance of impropriety.[2]

Domenech admitted he did not consider the issue of how his actions might appear to a reasonable person. His failure to do so violated 5 C.F.R. § 2635.502(a)(1).[3]

We attempted to speak with (b) (7)(C) but our requests for an interview went unanswered.

Domenech Reported the TPPF Meetings to DOI Officials in 2018

Domenech told us that in the spring or summer of 2018, he saw a newspaper article that described a meeting a current DOI employee had had with her former employer and that stated this was considered inappropriate (see Attachments 9 and 10). Domenech told us he then realized that his meetings with (b) (7)(C) might have constituted a problem, so he told DOI Principal Deputy Solicitor Daniel Jorjani about the meetings, and he and Jorjani contacted (b) (7)(C) SOL Ethics Counselor (b) (7)(C)

Jorjani recalled that Domenech came to him about the TPPF meetings, that he referred Domenech to (b) (7)(C), and that (b) (7)(C) later discussed the matter with Scott de la Vega, Director of the Departmental Ethics Office and Designated Agency Ethics Official (DAEO) (**Attachments 24 and 25**). (b) (7)(C) told us that (b) (7)(C) and Domenech discussed the TPPF meetings but that he did not disclose to (b) (7)(C) what topics were discussed with (b) (7)(C) (**Attachments 26 and 27**). (b) (7)(C) said (b) (7)(C) reminded Domenech that he must abide by the ethics pledge, and (b) (7)(C) advised him to "be very cautious about any requests from his previous employer and that he couldn't . . . have any contact with respect to the employer." (b) (7)(C) said (b) (7)(C) then told Jorjani and de la Vega what Domenech disclosed to (b) (7)(C).

settled in Federal district court on November 8, 2017 (**Attachment 23**).

[2] Not all participation rises to the level of personal and substantial participation; depending on the factual circumstances, however, any participation—whether personal and substantial or not—could create an appearance of impropriety under 5 C.F.R. § 2635.502. See Office of Government Ethics (OGE) Opinion 98 x 11: *Letter to a Deputy Ethics Official*, dated July 17, 1998.

[3] See OGE Opinion 97 x 8: *Letter to a U.S. Senator*, dated April 22, 1997.

DOI DAEO Agreed That Domenech Violated Ethics Regulations

We spoke with de la Vega, who told us he met with Domenech about the April (b) (7) (C) 2017 meetings after the CLC complaint became public (**Attachments 28 and 29**). De la Vega also confirmed that after meeting with Domenech he drafted a memorandum, dated March 26, 2019, to the Chief of Staff for the Office of the Secretary; the memo stated that under 5 C.F.R. § 2635.502, Domenech was obligated to recuse himself from participating in particular matters involving specific parties related to his former employer (**Attachment 30,** and see Attachments 28 and 29).

De la Vega told us that Domenech's meetings with (b) (7)(C) violated 5 C.F.R. § 2635.502 because of the covered relationship between Domenech and the TPPF and because the litigation discussed in the meetings constituted particular matters and involved the TPPF as a specific party (**Attachments 31 and 32**). According to de la Vega, since the meetings created an appearance of impropriety, Domenech should have sought a waiver from the DOI Departmental Ethics Office before meeting with any TPPF official.

Domenech Did Not Participate in November (b) (7)(C) 2017 TPPF Conference

Domenech told us he did not attend the TPPF's Energy and Climate Summit on November (b) (7)(C) 2017, even though the event was on his official DOI calendar (see Attachments 11 and 12). He said he had planned to attend because when he worked for the TPPF he had been responsible for hosting the summit, but his DOI work schedule prevented his attendance. We confirmed with TPPF (b) (7)(C) (b) (7)(C) who planned the event, that Domenech did not attend the summit because of a schedule conflict (**Attachment 33,** and see Attachments 11 and 12). We also reviewed Domenech's official DOI calendar entries for November (b) (7)(C) 2017, and noted that he attended other meetings and official activities on that date (**Attachment 34**).

Domenech Did Not Violate His Ethics Pledge in the April 2017 Meetings

We found that Domenech did not violate the ethics pledge because he was not subject to it until several months after he met with (b) (7)(C) (**Attachment 35**). When Domenech came to work at the DOI in January 2017, he was hired as an SGE and therefore was not required to sign the pledge. De la Vega explained that SGEs are considered short-term employees and confirmed that Domenech would not have been subject to the pledge at the time of the meetings with (b) (7)(C) (see Attachments 27 and 28).

Domenech did sign the pledge on September (b) (7) (C) 2017, after becoming a permanent DOI employee (see Attachment 35).

SUBJECT(S)

Douglas Domenech, Assistant Secretary for Insular and International Affairs (SES), DOI.

DISPOSITION

We are providing this report to the Chief of Staff for the Office of the Secretary for any action deemed appropriate.

ATTACHMENTS

1. Campaign Legal Center (CLC) hotline complaint, dated (b) (7)(C) .
2. 5 C.F.R. § 2635.502.
3. Investigative Activity Report (IAR) – Interview of (b) (7)(C) on July 16, 2019.
4. Transcript of interview of (b) (7)(C) on July 16, 2019.
5. IAR – Interview of (b) (7)(C) on July 15, 2019.
6. Transcript of interview of (b) (7)(C) on July 15, 2019.
7. Initial Ethics Training, dated January (b) (7)(C) 2017.
8. Political Appointee Initial Ethics Training, dated February (b) (7)(C) 2017.
9. IAR – Interview of Douglas Domenech on July 25, 2019.
10. Transcript of interview of Douglas Domenech on July 25, 2019.
11. IAR – Interview of Douglas Domenech on April 12, 2019.
12. Transcript of interview of Douglas Domenech on April 12, 2019.
13. Standard Form 50 (SF-50), Notification of Personnel Action for Douglas Domenech, dated July (b) (7)(C) 2001.
14. SF-50, Notification of Personnel Action for Douglas Domenech, dated January (b) (7)(C) 2009.
15. Email message on July (b) (7)(C) 2019, from Douglas Domenech to Investigator (b) (7)(C).
16. SF-50, Notification of Personnel Action for Douglas Domenech, dated January (b) (7)(C) 2017.
17. IAR – Interview of Casey Hammond on July 17, 2019.
18. Transcript of interview of Casey Hammond on July 17, 2019.
19. Email message on October (b) (7)(C) 2019, from Casey Hammond to Investigator (b) (7)(C).
20. IAR – Interview of James Cason on July 10, 2019.
21. Transcript of interview of James Cason on July 10, 2019.
22. Email message on May (b) (7)(C) 2017, from Douglas Domenech to (b) (7)(C) .
23. Email message on August (b) (7)(C) 2019, from Scott de la Vega to Investigator (b) (7)(C).

24. IAR – Interview of Daniel Jorjani on July 18, 2019.

25. Transcript of interview of Daniel Jorjani on July 18, 2019.

26. IAR – Interview of (b) (7)(C) on July 18, 2019.

27. Transcript of interview of (b) (7)(C) on July 18, 2019.

28. IAR – Interview of Scott de la Vega on July 17, 2019.

29. Transcript of interview of Scott de la Vega on July 17, 2019.

30. Memorandum, dated March 26, 2019, from Scott de la Vega to Todd Willens, Chief of Staff.

31. IAR – Interview of Scott de la Vega on July 26, 2019.

32. Transcript of interview of Scott de la Vega on July 26, 2019.

33. IAR – Document Review of Telephone Conversation with (b) (7)(C) , the Texas Public Policy Foundation (TPPF), dated September 26, 2019.

34. Douglas Domenech's official DOI calendar entry for November (b) (7)(C) 2017.

35. Ethics pledge for Douglas Domenech, dated September (b) (7)(C) 2017.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION
ALLEGED IMPROPER INFLUENCE BY THE SECRETARY OF THE INTERIOR IN THE FWS' SCIENTIFIC PROCESS

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title
Alleged Improper Influence by the Secretary of the Interior in the FWS' Scientific Process
Reporting Office
Program Integrity Division

Case Number
OI-PI-19-0434-I

Report Date
November 6, 2019

Report Subject
Report of Investigation

SYNOPSIS

We initiated this investigation after receiving allegations that Secretary of the Interior David Bernhardt, when he was the Deputy Secretary, interfered with the U.S. Fish and Wildlife Service's (FWS') scientific process during an assessment of the effects of pesticides on endangered species. We investigated whether Bernhardt exceeded or abused his authority by influencing consultations between the FWS and the U.S. Environmental Protection Agency on the proposed registration or re-registration of three pesticides, and whether his involvement violated his ethics pledge or Federal ethics regulations.

We found that Bernhardt reviewed a draft FWS opinion on the potential biological effects that one of the three pesticides could have on endangered species, and he instructed the FWS team developing the opinion to change its method for determining the potential effects. This change has delayed the completion of the opinion, but we found no evidence that Bernhardt exceeded or abused his authority or that his actions influenced or altered the findings of career FWS scientists. We also found no evidence that Bernhardt's involvement in this matter violated his ethics pledge or Federal ethics regulations. We are providing this report to the Chief of Staff for the Office of the Secretary for any action deemed appropriate.

DETAILS OF INVESTIGATION

We initiated this investigation based on a congressional request to investigate the circumstances surrounding Secretary of the Interior David Bernhardt's involvement, as Deputy Secretary, in the alleged delay of a U.S. Fish and Wildlife Service (FWS) biological assessment of the effects of pesticides on endangered species (**Attachment 1**). Bernhardt's alleged involvement was outlined in a

Reporting Official/Title (b) (7)(C) /Special Agent	Signature Digitally signed.
Approving Official/Title (b) (7)(C) /ASAC	Signature Digitally signed.

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(b) (7)(C) *New York Times* article titled (b) (7)(C) (b) (7)(C) (**Attachment 2**).

We investigated the actions Bernhardt took during formal consultations that the FWS was conducting with the U.S. Environmental Protection Agency (EPA) to assess potential effects of several companies' proposed registration or re-registration of three pesticides—malathion, diazinon, and chlorpyrifos—on endangered species. We also analyzed whether anything Bernhardt did with relation to these consultations violated his ethics pledge or any Federal ethics regulations.

No Evidence That Bernhardt Improperly Influenced FWS Pesticide Consultations

The Endangered Species Act (ESA) directs all Federal agencies to work to conserve endangered and threatened species and to use their authorities to further the purposes of ESA Section 7, "Interagency Cooperation" (**Attachment 3**). ESA Section 7 is a mechanism by which Federal agencies ensure the actions they take, fund, or authorize do not jeopardize the existence of any species listed in the ESA.

Under ESA Section 7, a Federal agency must formally consult with the FWS when any action the agency proposes to take, fund, or authorize may affect listed species. During a formal consultation, the FWS and the agency proposing the action work together to determine whether the action would be likely to jeopardize the continued existence of endangered or threatened species. As part of the consultation, the FWS issues a "biological opinion" document, in which it gives its opinion on whether the proposed activity would jeopardize the continued existence of species. In this case, the proposed activity was EPA determining whether to approve or disapprove the registration or re-registration for several companies to produce the named pesticides.

Bernhardt's Involvement in Draft Biological Opinion for Malathion

We interviewed , FWS (b) (7)(C), who stated the FWS developed a draft biological opinion on the pesticide malathion as part of consultations with the EPA on the EPA's review of the registration of the three pesticides (**Attachments 4 through 7**). explained to us that during a consultation, the FWS evaluates all of the direct and indirect effects of a proposed action; in this case, he said, the FWS considered the direct effect to be the registration of the pesticide, which would allow it to be manufactured, and the indirect effects to be the impacts to protected species or habitats that were "reasonably certain" to occur when the pesticide was used. He told us the EPA asked for consultations on the effects of the three pesticides in January 2017, and the FWS began drafting the biological opinion for malathion the same month (**Attachments 8 and 9**). said that malathion was the first pesticide (out of the three) for which the FWS had drafted its biological opinion (see Attachments 4 and 5).

When we spoke with Bernhardt about his role in the consultation, he said he sent an email in the fall of 2017 telling he wanted to "get up to speed on the issue" (**Attachments 10 and 11**).[1] He said he did not remember why he made this request, but someone at the EPA or the Council on Environmental Quality might have told him about the consultation. Bernhardt also said pesticide consultations were notable because they were "the most complex consultations on the planet," and therefore the agencies that conducted them often struggled to complete them.

[1] Our review of emails for this investigation did not reveal this particular message.

Bernhardt told us he was "extremely troubled" when he reviewed the draft biological opinion for malathion because "a massive amount of work" had gone into the consultation process and the draft opinion was "completely inconsistent with our regulatory paradigm." According to Bernhardt, the FWS did not clearly convey where the pesticide would be used, how the use would occur, and what the effects of the use would be. He believed the FWS consultation team had struggled with how to analyze the potential effects on species, so the team had decided to base its analysis on the pesticide's approved usage (that is, the usage authorized by the EPA), rather than analyzing how it had actually been used in the years it had been on the market. In his opinion, he said, the team's approach did not "fall within the law."

Bernhardt said that after he reviewed the draft opinion in late 2017 he asked to meet with the attorneys who had worked on it and learned that the U.S. Department of the Interior's (DOI's) Office of the Solicitor (SOL) had received the draft opinion for legal review only about 2 weeks before he saw it. Bernhardt thought the FWS team's work on the consultation without earlier involvement by the SOL had been a "pathetic waste of energy, effort, and resources."

Bernhardt recalled that when the SOL attorneys did review the draft opinion, they agreed with him that the opinion should be based on actual past usage of the pesticide. He said he and the SOL attorneys discussed the need to find data on where the pesticide had been applied in the past and what the actual effects were on species so they could complete the biological opinion in a way that met the regulatory requirements.

(b) (7)(C) and (b) (7)(C), FWS (b) (7)(C) , both told us they attended a meeting with Bernhardt after he reviewed the draft malathion opinion (**Attachments 12 through 14,** and see Attachments 4 through 7). (b) (7)(C) said Bernhardt asked relevant questions at the meeting about the work the FWS consultation team had done, including whether the indirect effects were reasonably certain to occur and the basis for the team's conclusion. (b) (7)(C) said Bernhardt expressed concerns during the meeting because the team's analysis was based on the pesticide's approved usage levels, not on its actual past usage.

(b) (7)(C) told us that in February 2018 Bernhardt asked the principals and staff from all of the agencies involved in the consultations, including the U.S. Department of Agriculture and the U.S. Department of Commerce's National Marine Fisheries Service, to meet at the FWS office (b) (7)(C) (b) (7)(C) said that during the daylong meeting Bernhardt asked the agencies to collect data on past usage of all three pesticides. Afterward, (b) (7)(C) said, the FWS formed work groups that collected the requested data until they felt they had exhausted all available data sources. (b) (7)(C) later informed us that the work groups were in the process of incorporating the data they had collected on malathion into a new analysis for a new draft biological opinion (**Attachment 15**).

No Evidence That Bernhardt's Actions Concerning Pesticide Consultations Were Improper

We found no evidence that Bernhardt exceeded or abused his authority or that his actions influenced or altered the findings of career FWS scientists. Our interviews of four current and former career SOL employees and six career FWS employees (including (b) (7)(C)) who had been involved in the pesticide consultations confirmed that Bernhardt did not influence the consultations' scientific or biological aspects (**Attachments 16 through 37,** and see Attachments 4 through 15). All four of the SOL attorneys and four of the six FWS employees we asked said he influenced the legal interpretation of the ESA and the ESA's implementing regulations; none said, however, that they believed his influence was improper. In addition, none of these employees were aware of any formal DOI or FWS

process for reviewing consultations or draft biological opinions. The SOL attorneys said that after they reviewed the draft biological opinion on malathion, they agreed with Bernhardt's observations and that he raised valid legal concerns (see Attachments 16 through 25).

We asked seven of the SOL and FWS employees whether a political appointee such as Bernhardt would typically become involved in a consultation; one SOL attorney said it was not the norm but not unusual, while two SOL attorneys and four FWS employees said it was unusual but not unprecedented (see Attachments 4, 5, 12, 13, 16, 17, 21, 22, 24, 25, 33, and 34). As an example, (b) (7)(C) said former Interior Secretary Sally Jewell became involved when the EPA was consulting the FWS on an action relating to rules governing the permitting of cooling water intake structures for industrial facilities (see Attachment 6).

In addition, all four of the SOL attorneys and five of the FWS employees we asked told us pesticide consultations were especially complex, difficult, and controversial (see Attachments 4 through 30, and 35 and 36). Fish and Wildlife Biologist (b) (7)(C) explained to us that one reason for this was that these consultations were determining the effects of pesticides, which can be used across the Nation, on all of the endangered species listed in the ESA (see Attachments 35 and 36). (b) (7)(C) said that no matter what the FWS did during the consultations it would be criticized, either for overestimating the effects on endangered species or for not being conservative enough with its estimates.

No Evidence That Bernhardt Violated Ethics Pledge or Ethics Regulations

We found that Bernhardt had no conflict of interest because his involvement in the pesticide consultations did not relate to a former client of his or his former employer. We confirmed that none of the companies the FWS had listed as registrants for the pesticides were on Bernhardt's recusal list (**Attachments 38 and 39**). In addition, we did not find any evidence that Bernhardt's former employer, Brownstein Hyatt Farber Schreck, LLP, represented any of the registrants (**Attachment 40**).

The DOI Ethics Office employees we interviewed—Scott de la Vega, DOI Designated Agency Ethics Official, and (b) (7)(C) Ethics Law and Policy—also told us they did not know of any actions Bernhardt took during his involvement with the pesticide consultations or the draft biological opinion on malathion that violated his ethics pledge or any Federal ethics regulations (**Attachments 41 through 44**). Both told us no one had ever raised questions or concerns with them about Bernhardt's involvement in the consultations, and de la Vega agreed with our finding that no conflicts of interest existed.

SUBJECT

David Bernhardt, Secretary of the Interior.

DISPOSITION

We are providing this report to the Chief of Staff for the Office of the Secretary for any action deemed appropriate.

ATTACHMENTS

1. Letter from U.S. Senate, dated [redacted] 2019.
2. *New York Times* article, dated (b) (7)(C) .
3. FWS website on ESA Section 7 consultations.
4. Investigative Activity Report (IAR) – Interview of [redacted] on May 28, 2019.
5. Transcript of [redacted] interview on May 28, 2019.
6. IAR – Telephone conversation with [redacted] on June 13, 2019.
7. IAR – Telephone conversation with [redacted] on September 3, 2019.
8. IAR – Telephone conversation with [redacted] on October 9, 2019.
9. Email from [redacted] on October [redacted] 2019.
10. IAR – Interview of David Bernhardt on July 12, 2019.
11. Transcript of David Bernhardt interview on July 12, 2019.
12. IAR – Interview of [redacted] on May 20, 2019.
13. Transcript of [redacted] interview on May 20, 2019.
14. IAR – Telephone conversation with [redacted] on June 6, 2019.
15. IAR – Telephone conversation with [redacted] on September 12, 2019.
16. IAR – Interview of (b) (7)(C) on May 30, 2019.
17. Transcript of (b) (7)(C) interview on May 30, 2019.
18. IAR – Telephone conversation with (b) (7)(C) on September 18, 2019.
19. IAR – Interview of (b) (7)(C) on May 30, 2019.
20. Transcript of (b) (7)(C) interview on May 30, 2019.
21. IAR – Interview of (b) (7)(C) on May 28, 2019.
22. Transcript of (b) (7)(C) interview on May 28, 2019.
23. IAR – Telephone conversation with (b) (7)(C) on September 18, 2019.
24. IAR – Interview of (b) (7)(C) on June 5, 2019.
25. Transcript of (b) (7)(C) interview on June 5, 2019.

26. IAR – Interview of (b) (7)(C) on May 21, 2019.

27. Transcript of (b) (7)(C) interview on May 21, 2019.

28. IAR – Telephone conversation with (b) (7)(C) on June 18, 2019.

29. IAR – Interview of confidential witness on (b) (7)(C).

30. Transcript of confidential witness interview on (b) (7)(C).

31. IAR – Interview of confidential witness on [redacted].

32. Transcript of confidential witness interview on (b) (7)(C).

33. IAR – Interview of [redacted] on June 13, 2019.

34. Transcript of [redacted] interview on June 13, 2019.

35. IAR – Interview of (b) (7)(C) on May 24, 2019.

36. Transcript of (b) (7)(C) interview on May 24, 2019.

37. Email from (b) (7)(C) on May [redacted], 2019.

38. Ethics Recusal, dated August [redacted] 2017.

39. IAR – Brownstein Hyatt Farber Schreck, LLP, Pacer review on June 12, 2019.

40. IAR – Telephone conversation with (b) (7)(C) on September 23, 2019.

41. IAR – Interview of Scott de la Vega on June 11, 2019

42. Transcript of Scott de la Vega interview on June 11, 2019.

43. IAR – Interview of (b) (7)(C) on June 11, 2019.

44. Transcript of (b) (7)(C) interview on June 11, 2019.

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION
INAPPROPRIATE USE OF A GOVERNMENT COMPUTER, BLM(b) (7)(C)

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
INAPPROPRIATE USE OF A GOVERNMENT COMPUTER, BLM (b) (7)(C)	OI-CO-19-0361-I
Reporting Office	**Report Date**
Lakewood, CO	November 22, 2019
Report Subject	
Report of Investigation	

SYNOPSIS

OIG investigated allegations that (b) (7)(C), Bureau of Land Management (BLM) employee, (b) (7)(C) may have accessed and viewed child pornography on his government computer on multiple occasions.

We found that [redacted] accessed and viewed adult pornography on his government computer while in his [redacted] office but found no evidence he accessed child pornography. [redacted] admitted to us he viewed adult pornography but denied any involvement with child pornography.

We are providing this report of investigation to the BLM Director for any action deemed appropriate.

DETAILS OF INVESTIGATION

On March 15, 2019, (b) (7)(C) [redacted] (b) (7)(C), reported that U.S. (b) (7)(C) personnel had logged BLM employee (b) (7)(C) [redacted] accessing pornography on his (b) (7)(C)-issued computer in (b) (7)(C) 2018 and again in (b) (7)(C) 2018 (**Attachment 1**). Both incidents were reported to BLM.

(b) (7)(C) Attorney, DOI - Office of the Solicitor, reviewed the incident (See Attachment 1). While reviewing [redacted] internet traffic, [redacted] became concerned that [redacted] may have accessed child pornography and asked that the data be preserved and reviewed by the OIG. [redacted] provided the OIG with 2 computer "log files" showing the various pornographic websites that [redacted] accessed on [redacted] 2018 and [redacted] 2018.

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /ASAC	Digitally signed.

Authentication Number: 190C2D5F606EBE41D85E6F70EFB994D1

[redacted] admitted to us that he viewed adult pornography on his government computer **(Attachment 2)**. He said that he received numerous emails on his government computer from various friends that contained "some racy stuff" which, led him to "search certain sites" on his government computer. [redacted] said he believed he viewed adult pornography on his government computer "once or twice" and that he visited "no more than 3 or 4…I would think" pornographic websites. [redacted] denied ever viewing child pornography or ever actively searching for it.

(b) (7)(C) confirmed he had only one [redacted]-issued, desktop computer and that no one else had access to it. (b) (7)(C) also confirmed that he had received training on the use of government computer systems and stated, "I knew I shouldn't have been doing it." When asked if he accepted responsibility for his actions, [redacted] replied, "Yes, I did what I did and I take full responsibility for it."

We conducted a (b) (7)(C), (b) (7)(E) [redacted] government-issued computer. We found adult-themed, sexually explicit material related to (b) (7)(C) [redacted]" user profile but did not find any evidence of child pornography **(Attachment 3)**.

SUBJECT

(b) (7)(C) [redacted] Bureau of Land Management, (b) (7)(C) [redacted]
(b) (7)(C) [redacted]

DISPOSITION

We are providing this report of investigation to the BLM Director for any action deemed appropriate.

ATTACHMENTS

1. Investigative Activity Report (IAR) - Complaint Initiation Report, dated March 15, 2019
2. IAR - Interview of (b) (7)(C) [redacted] on March 28, 2019
3. IAR - Preliminary Results - (b) (7)(C), (b) (7)(E) [redacted], dated May 16, 2019

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

Alleged Ethics Violations by DOI Senior (b) (7)(C) (b) (7)(C)

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

I. EXECUTIVE SUMMARY

We investigated allegations that U.S. Department of the Interior (DOI) (b) (7)(C) (b) (7)(C) violated Federal ethics pledge under Executive Order 13770 by communicating with from former employer, (b) (7)(C) during the required 2-year recusal period following appointment to Federal position.

We found that notified the DOI's Departmental Ethics Office (DEO) three times between 2017 and 2018 tha planned to interact with individuals or entities connected to . In 2017, declined to meet with one of these individuals because the DEO had not advised whether the meeting was permissible; in the other two instances, the DEO advised tha could interact with the entities because they were not directly related to We determined that actions in these instances were proper and accorded with DEO guidance.

We did find, however, that (b) (7)(C) did not seek ethics guidance before contacting a employee in 2017 and then meeting with that employee in . We determined that these contacts violated ethics pledge, but the evidence indicates tha interacted with the employee under the mistaken belief tha communications were permissible. We found no evidence that used these contacts for own benefit or for the benefit of (b) (7)(C) or its employee.

We are providing this report to the Chief of Staff for the Office of the Secretary for any action deemed appropriate.

II. BACKGROUND

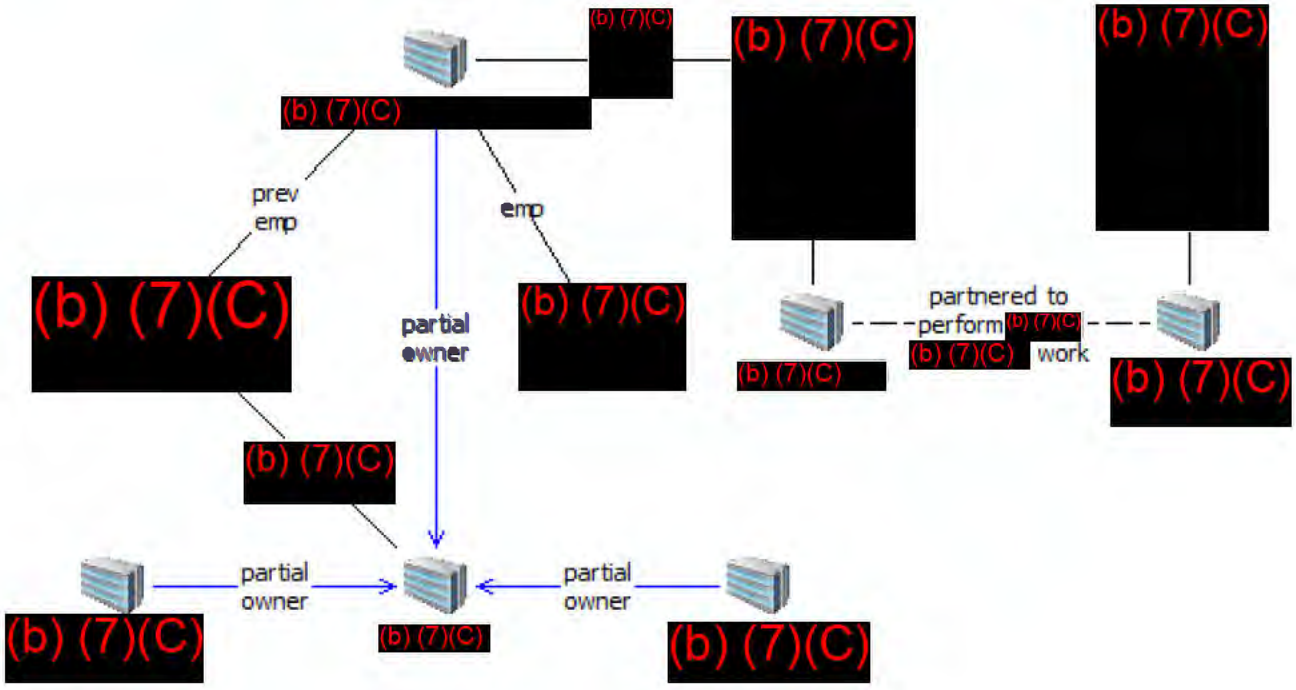
From (b) (7)(C) 2017, (b) (7)(C) worked as (b) (7)(C) for (b) (7)(C) **(Attachments 1 through 3)**. provides various environmental support services to the (b) (7)(C) , including (b) (7)(C) the Endangered Species Act (**Attachments 4 and 5**). (b) (7)(C) shares that information (b) (7)(C) (b) (7)(C) , and the U.S. Fish and Wildlife Service (FWS) (b) (7)(C)

(b) (7)(C) (b) (7)(C) also served as (b) (7)(C) of (b) (7)(C) company that provides (b) (7)(C) data services, including and data , to companies (**Attachment 6, and see Attachments 1 and 2**). also interacts with the FWS during its

data-gathering process, submitting applications to the FWS for permits [redacted] protected species (see Attachments 4 and 5).

Figure 1 illustrates the relationships between the [redacted] and [redacted] entities and employees we discuss in this report. As shown in the figure, [redacted] responsibilities at [redacted] included [redacted] of a joint venture named [redacted] which was partially owned by [redacted] and by [redacted] and [redacted].

Figure 1: Relationships Between [redacted] and [redacted] Entities and Individuals



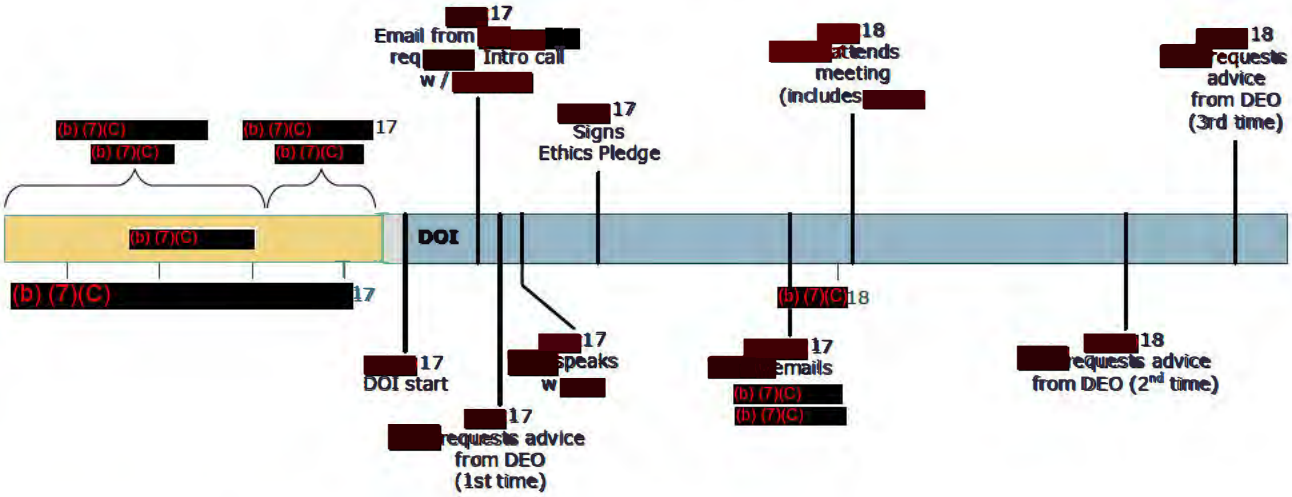
Source: Office of Inspector General interviews and record searches.

III. FACTS

Below we detail the facts relevant to this case. We explain [redacted] official duties as the U.S. Department of the Interior's (DOI's) [redacted] and [redacted] obligation, as a political appointee, not to contact [redacted] former employer for 2 years from the date of [redacted] appointment. We then discuss instances within that 2-year recusal period in which [redacted] interacted with, or planned to interact with, employees or entities connected to [redacted] In some of these instances [redacted] interacted with these parties after receiving advice and clearance from the DOI's Departmental Ethics Office (DEO), but twice [redacted] did not receive such clearance.

Figure 2, on the next page, is a timeline of the events we discuss in this report.

Figure 2: Timeline of Relevant Events in This Investigation
(b) (7)(C) – 2018



Source: Office of Inspector General interviews and record searches.

A. [redacted] DOI Responsibilities and Ethics Training

[redacted] became a DOI employee on [redacted] 2017 (see Attachments 1 and 2). As [redacted] (b) (7)(C) [redacted], (b) (7)(C) [redacted], (b) (7)(C) [redacted] (b) (7)(C) [redacted] As a political appointee, (b) (7)(C) [redacted] was required under Executive Order 13770 to sign an ethics pledge agreeing not to contact [redacted] former employer for a period of 2 years from the date of [redacted] appointment (**Attachment 7**).

According to training records provided by the DEO, [redacted] received ethics training on [redacted] 2017 (**Attachment 8**). [redacted] told us [redacted] received the training from (b) (7)(C) [redacted] (a (b) (7)(C) [redacted]) (**Attachments 9 and 10**). [redacted] said that the training generally covered financial disclosure forms and conflicts of interest, and tha [redacted] and [redacted] discussed (b) (7)(C) [redacted] current position at the DOI and employment history at (b) (7)(C) [redacted] (b) (7)(C) [redacted] told us, however, tha [redacted] did not recall [redacted] ethics training covering the ethics pledge or its requirements; in addition, the DEO training records did not specify whether the training addressed matters related to the pledge (**Attachment 11**).

(b) (7)(C) [redacted] signed the ethics pledge on (b) (7)(C), 2017 (**Attachment 12**).

B. [redacted] Sought Ethics Advice in [redacted] 2017 Before a Proposed Call With [redacted]

On [redacted] 2017, (b) (7)(C) [redacted] [redacted] emailed [redacted] requesting a conference call about [redacted] initiatives with (b) (7)(C) [redacted] and (b) (7)(C) [redacted] (**Attachment 13**). On (b) (7)(C) 2017, (b) (7)(C) [redacted] emailed the DEO's general inbox asking whether [redacted] ethics pledge recusal period would apply to such a conversation, since [redacted] was also an executive at [redacted] [redacted] former employer (**Attachment 14**).

According to [redacted] the DEO did not respond to [redacted] email in time for the planned call, so [redacted] told [redacted] tha[redacted] could not talk with (b) (7)(C) unti[redacted] received clearance to do so (see Attachments 1 and 2). Instead[redacted] said, [redacted] spoke by phone, without (b) (7)(C) on [redacted] 2017. [redacted] characterized the call as a "[redacted] consultation" and said tha[redacted] and [redacted] discussed (b) (7)(C) [redacted]. [redacted] told us [redacted] had similar meetings with other (b) (7)(C) [redacted] as part of [redacted] official duties.

An ethics attorney with the DEO replied to [redacted] email, but not until (b) (7)(C) [redacted] 2017, after [redacted] call with [redacted] (**Attachment 15**). The attorney requested more details about the relationship between [redacted] and [redacted] but [redacted] told us [redacted] never responded to the attorney's email because [redacted] did not think [redacted] had discussed anything during the call that would have needed DEO clearance.

C. [redacted] Did Not Seek Ethics Advice Before [redacted] 2017 Email to [redacted] Employee Asking for (b) (7)(C) [redacted] Data

[redacted] told us that (b) (7)(C) [redacted] new ways to use existing Federal resources to (b) (7)(C) [redacted] (see Attachments 9 and 10). In response to this [redacted] said [redacted] began working in [redacted] 2017 with Bureau of Land Management (BLM) (b) (7)(C) [redacted] and a U.S. Geological Survey (USGS) employee to determine whether the DOI could use Federal resources [redacted] (b) (7)(C) [redacted].

On [redacted] 2017, [redacted] emailed Supervisory Wildlife Biologist [redacted] FWS (b) (7)(C) [redacted], and asked, "(b) (7)(C) [redacted] (b) (7)(C) [redacted]? [redacted] is our BLM [redacted]. . . I want to see if [redacted] can use some of [redacted] capabilities to [redacted]" (**Attachment 16**).

Later that day, [redacted] sent [redacted] (b) (7)(C) [redacted] well as a spreadshee[redacted] (b) (7)(C) [redacted] data. [redacted] asked whether [redacted] knew of any [redacted], or if [redacted] should get that information from (b) (7)(C) [redacted] Scientist [redacted] or from (b) (7)(C) [redacted]. (b) (7)(C) responded tha[redacted] did not have that information and recommended that (b) (7)(C) [redacted] contact [redacted] who, [redacted] said, was currently [redacted] possible [redacted].

[redacted] forwarded [redacted] last email to [redacted] that same evening, adding this message: "Per [redacted] email below, can you please shoot us over some [redacted] (b) (7)(C) [redacted] . . . (b) (7)(C) [redacted]. This is for a FWS/USGS/BLM science experiment we are running" (**Attachment 17**). [redacted] copied [redacted] the USGS employee involved in the project, and two FWS employees, bu[redacted] did not send this email to any non-Federal parties other than [redacted]

The next day, (b) (7)(C) [redacted], 2017, [redacted] emailed (b) (7)(C) [redacted] with (b) (7)(C) [redacted] (b) (7)(C) [redacted], and the following day [redacted] thanked [redacted] for [redacted] help (**Attachments 18 and 19**).

(b) (7)(C) told us (b) (7)(C) emailed (b) (7)(C) based on (b) (7)(C) recommendation and said that (b) (7)(C) did not contact the DEO before sending the email (see Attachments 9 and 10) (b) (7)(C) told us (b) (7)(C) had thought at the time that (b) (7)(C) did not need to obtain ethics advice because (b) (7)(C) was asking (b) (7)(C) for scientific data that (b) (7)(C) was required to provide to the DOI[1] and was not discussing any type of permit or any actions (b) (7)(C) was seeking from the DOI (b) (7)(C) said (b) (7)(C) 2017 ethics training had mentioned "certain exemptions" to conflict-of-interest rules if the purpose of the contact with the former employer involved "purely scientific data."[2] (b) (7)(C) said (b) (7)(C) had also thought that (b) (7)(C) providing data to the DOI would not benefit (b) (7)(C) in any way.

D. (b) (7)(C) Did Not Seek Ethics Advice Before (b) (7)(C) 2018 Meeting With (b) (7)(C) Employee and Others

On (b) (7)(C) 2017, (b) (7)(C) emailed (b) (7)(C) (b) (7)(C) and employees from the FWS and the USGS to request a meeting (**Attachment 20**). (b) (7)(C) assistant scheduled the meeting for (b) (7)(C) 2018; (b) (7)(C) said (b) (7)(C) assistant invited everyone who had received (b) (7)(C) email (see Attachments 9 and 10). The meeting took place at (b) (7)(C) DOI office in (b) (7)(C); (b) (7)(C) (b) (7)(C) (b) (7)(C) and (b) (7)(C) were present, as well as representatives from the FWS, the BLM, the USGS, and (b) (7)(C) (see Attachment 20).

(b) (7)(C) said the purpose of the meeting was for (b) (7)(C) to obtain information from experts about (b) (7)(C) (see Attachments 9 and 10). (b) (7)(C) said (b) (7)(C) attended the meeting because (b) (7)(C) was one of the foremost experts (b) (7)(C). (b) (7)(C) also told us the meeting's purpose was for (b) (7)(C) to learn more about how (b) (7)(C) might be used to (b) (7)(C) (b) (7)(C) (**Attachments 21 and 22**). (b) (7)(C) said the meeting participants all had "on-the-ground experience" in (b) (7)(C), and they discussed (b) (7)(C) and how (b) (7)(C) (b) (7)(C) and possible (b) (7)(C).

(b) (7)(C) told us (b) (7)(C) did not seek ethics advice before participating in the meeting (see Attachments 9 and 10). As with the email (b) (7)(C) sent (b) (7)(C) in (b) (7)(C) 2017, (b) (7)(C) said (b) (7)(C) had believed when (b) (7)(C) met with (b) (7)(C) that (b) (7)(C) could do so because the purpose of the meeting was to share scientific data and because the meeting did not include discussions about permits or about actions (b) (7)(C) was seeking from the DOI.

DOI Ethics Attorney (b) (7)(C), who gave (b) (7)(C) ethics advice later in 2018 on matters related to (b) (7)(C) and (b) (7)(C), told us that if (b) (7)(C) had known about (b) (7)(C) contact with (b) (7)(C) would have advised against it (**Attachment 23**) (b) (7)(C) said (b) (7)(C) would have explained to (b) (7)(C) that ethics rules covering former employers had no scientific or technical exceptions. (b) (7)(C) also said (b) (7)(C) could have complied with the ethics pledge and accomplished the goal of obtaining data and information from (b) (7)(C) simply by having another DOI employee interact with (b) (7)(C)

[1] (b) (7)(C) explained to us that (b) (7)(C) was required to provide (b) (7)(C) data to the FWS (b) (7)(C) (b) (7)(C) under 50 C.F.R. § 18.128 ("Mitigation, monitoring, and reporting requirements") and the letters of authorization that (b) (7)(C) was operating under at the time.

[2] There is an exception under 5 C.F.R. § 2641.201(b)(3), but it does not apply to current employees.

E. (b) (7)(C) Sought Ethics Advice in 2018 About and (b) (7)(C) Permit Applications

(b) (7)(C) told us that around of 2018 learned that and (b) (7)(C) had submitted applications to the BLM and the FWS for permits to work in (b) (7)(C) (b) (7)(C) (see Attachments 1 and 2). In an email dated 2018, requested ethics advice from the DEO explained in the email that was former employer, that was a (b) (7)(C) as well as the (b) (7)(C) and that had a (b) (7)(C) interest in (b) (7)(C) (**Attachment 24**). asked whether, based on these factors, the "ban on engaging former employers" would apply to .

received a response from , who told (b) (7)(C) was not prohibited from working on the permit application because (b) (7)(C) was not former employer. In email to wrote that the definition of *former employer*, as interpreted by the U.S. Office of Government Ethics, did not extend to entities for which—as in this situation—the only link to the Federal employee was an officer of a third-party company (in this case, and who also had interest in the actual former employer (in this case, explained to us that "did not have an employer or client relationship with . . . [and so] has no recusals with regard to (see Attachment 23).

said that in 2018 attended a 30-minute meeting about the FWS permit application with FWS employees, and (b) (7)(C) (see Attachments 1 and 2) said the meeting's purpose was to introduce everyone to each other and to tell and to work with the FWS employees to obtain the permit they sought. explained tha had facilitated similar interactions with other companies as part of DOI responsibilities.

F. Sought Ethics Advice in 2018 About Involvement in Permit Application

sai learned in 2018 that —which was part owner of the (b) (7)(C) —was also involved in one of the permit applications. Because of the relationship to (b) (7)(C) emailed (b) (7)(C) on (b) (7)(C) 2018, to ask i could still work on the application (see Attachment 24).

On , 2018, emailed to say that involvement in the application was not prohibited because neither nor was former employer (**Attachment 25**). (b) (7)(C) concluded in the email that " is not considered a former employer or client under the Ethics Pledge and your former work with and] does not bar your participation in the subject permit application under [the] Ethics Pledge." told us involvement in the application included responding to inquiries from the media and attending meetings with FWS staff (see Attachments 1 and 2).

IV. ANALYSIS

As noted above, (b) (7)(C) actions in these events implicate (b) (7)(C) ethics pledge. Executive Order 13770, Paragraph 6, "Ethics Commitments by Executive Branch Appointees," requires every appointee in every executive agency to sign an ethics pledge that includes the following commitment: "I will not for a period of 2 years after the date of my appointment participate in any particular matter involving specific parties that is directly and substantially related to my former employer or former clients, including regulations and contracts."[3]

The facts in this case break down into two general categories: (1) instances in which (b) (7)(C) sought the advice of the DEO before taking an action, and (2) those in which (b) (7)(C) did not seek such guidance. We analyze the events in those categories below.

A. (b) (7)(C) Sought DEO Advice Before Interacting With (b) (7)(C) and (b) (7)(C)

As discussed above, (b) (7)(C) sought ethics advice from the DEO before (b) (7)(C) contacts with (b) (7)(C) (b) (7)(C) and (b) (7)(C). In doing so, (b) (7)(C) actions implicate 5 C.F.R. § 2635.107(b), the so-called "safe harbor" provision of Federal ethics regulations, which states, "Disciplinary action for violating this part or any supplemental agency regulations will not be taken against an employee who has engaged in conduct in good faith reliance upon the advice of an agency ethics official, provided that the employee, in seeking such advice, has made full disclosure of all relevant circumstances." Therefore, the key question here is whether (b) (7)(C) fully disclosed all relevant circumstances to the DEO and then relied in good faith on the DEO's advice. If those elements are satisfied, (b) (7)(C) would not face disciplinary action even if (b) (7)(C) interactions violated ethics rules.

We found no evidence that (b) (7)(C) made anything less than a full disclosure of all relevant circumstances in (b) (7)(C) discussions with ethics attorneys about (b) (7)(C) (b) (7)(C), and (b) (7)(C) We also found that (b) (7)(C) appeared to rely in good faith on the DEO's advice. With that in mind, we concluded that (b) (7)(C) satisfied the elements of 5 C.F.R. § 2635.107(b). In making this finding, we note that (b) (7)(C) behavior in these instances is an example of a DOI employee properly using the DEO to ensure their behavior did not violate the ethics pledge or any other Federal standards of ethical conduct.

B. (b) (7)(C) Did Not Seek DEO Advice Before Contacting (b) (7)(C) Employee

In contrast to the (b) (7)(C) and (b) (7)(C) incidents, (b) (7)(C) did not seek guidance from the DEO before (b) (7)(C) 2017 email exchange with (b) (7)(C) or (b) (7)(C) participation in the (b) (7)(C) 2018 meeting with (b) (7)(C) Due to (b) (7)(C) prior employment at (b) (7)(C) we

[3] The term "particular matter involving specific parties" is used in Federal regulations governing personal and business relationships (5 C.F.R. § 2635.502) and further clarified in Office of Government Ethics (OGE) memorandum DO-06-029. For the purposes of 5 C.F.R. § 2635.502, Federal regulations state that a particular matter involving specific parties "typically involves a specific proceeding affecting the legal rights of the parties, or an isolatable transaction or related set of transactions between identified parties" (5 C.F.R. § 2640.102(l)). OGE memo DO-06-029 clarifies that examples of particular matters involving specific parties include "contracts, grants, licenses," and other similar specific actions taken with regard to, or on behalf of, a party—a narrower interpretation of the term than that used for analysis under the Federal ethics pledge. Therefore, an action that might not violate 5 C.F.R. § 2635.502 because it does not meet the regulation's definition of a "particular matter involving specific parties" might still violate the Federal ethics pledge.

must consider (b) (7)(C) interactions with (b) (7)(C) to determine whether (b) (7)(C) failed to fulfill (b) (7)(C) obligation, under the ethics pledge, to be recused from matters related to (b) (7)(C) former employer for 2 years after the date of (b) (7)(C) 2017 appointment.

As previously stated, Paragraph 6 of Executive Order 13770 prohibits the employee from contacting their former employer for a period of 2 years from the date of their appointment to their Federal position (see Attachment 7). An Office of Government Ethics (OGE) memorandum, DO-09-011, provides more information on the relevant ethics pledge obligations (**Attachment 26**). OGE memo DO-09-011 explains that in order to determine whether an appointee's activities concern any particular matters involving specific parties, ethics officials must follow the longstanding interpretation of the term "particular matter involving specific parties" from 5 C.F.R. § 2641.201(h). Notably, however, the OGE memorandum states that the ethics pledge expands the scope of the term to include "any meeting or other communication with a former employer or former client relating to the performance of the appointee's official duties, unless the communication applies to a particular matter of general applicability and participation in the meeting or other event is open to all interested parties." The OGE states that meetings need not "be open to every comer, but should include a multiplicity of parties." The memorandum continues, "The purpose of this expansion of the traditional definition is to address concerns that former employers and clients may appear to have privileged access, which they may exploit to influence an appointee out of the public view."

In sum, under the standard articulated in the OGE memorandum, the ethics pledge bans any meeting or other communication with a former employer relating to the performance of the appointee's official duties, regardless of whether the interactions amount to the longstanding definition of a particular matter. The OGE memorandum also creates a two-part test for exceptions to the ethics pledge's ban on an appointee communicating with a former employer or client. An appointee may communicate with a former employer or client if the communication is (1) "about a particular matter of general applicability" and (2) "made at a meeting or other event at which participation is open to all interested parties"; this second part may be satisfied if the meeting includes a "multiplicity of parties."

1. (b) (7)(C) *2017 Email Exchange With* (b) (7)(C)

There is no doubt that (b) (7)(C) 2017 email exchange with (b) (7)(C) constituted communication with (b) (7)(C) former employer relating to the performance of (b) (7)(C) official duties and was therefore prohibited under the ethics pledge. Moreover, the evidence established that this communication did not satisfy the two-part exception articulated in the OGE memorandum that requires the communication to be both "about a particular matter of general applicability" and "open to all interested parties." As noted above, the communication fails to meet the second test because (b) (7)(C) was the only "interested party"; that is, the only non-Federal party to the communication.

We note that (b) (7)(C) told us (b) (7)(C) believed at the time of the email exchange that (b) (7)(C) did not need ethics advice because (b) (7)(C) was asking (b) (7)(C) for scientific data that (b) (7)(C) was required to report to the DOI, and (b) (7)(C) was not discussing permits or any actions (b) (7)(C) wanted the DOI to take. (b) (7)(C) said (b) (7)(C) had also thought that (b) (7)(C) providing data to the DOI would not benefit (b) (7)(C) in any way. In addition (b) (7)(C) said, (b) (7)(C) had thought the ethics rules

did not apply to this situation because (b) (7)(C) ethics training had mentioned exemptions to conflict-of-interest rules if the purpose of the contact with the former employer involved scientific data. As mentioned above in footnote 2, however, this exception does not apply to current employees.[4]

Accordingly, we concluded that (b) (7)(C) 2017 email exchange with (b) (7)(C) violated (b) (7)(C) ethics pledge. This finding is consistent with the OGE memorandum's purpose of protecting against even the appearance of privileged access being given to former employers.

2. (b) (7)(C) *2018 Meeting With* (b) (7)(C)

As with the (b) (7)(C) 2017 email exchange, (b) (7)(C) meeting with (b) (7)(C) in (b) (7)(C) 2018 violated (b) (7)(C) ethics pledge because it constituted a meeting with (b) (7)(C) former employer relating to the performance of (b) (7)(C) official duties. The OGE two-part exception to the ban did not apply since the meeting was not open to all interested parties.

(b) (7)(C) said (b) (7)(C) did not contact the DEO before attending the meeting with (b) (7)(C) because the purpose of the meeting was not to discuss DOI actions or permits related to (b) (7)(C) but rather to allow (b) (7)(C) to obtain scientific information from (b) (7)(C) and the other participants (b) (7)(C) said that (b) (7)(C) believed at the time that there were exemptions to the conflict-of-interest rules if the contact with the former employer involved scientific data. As noted above, however, such considerations do not apply to this analysis.[5]

We therefore concluded that (b) (7)(C) attendance of the (b) (7)(C) 2018 meeting violated (b) (7)(C) ethics pledge. Again, this finding is consistent with the OGE memorandum's purpose of protecting against the appearance of privileged access.

For both interactions with (b) (7)(C) the evidence shows that (b) (7)(C) acted under the mistaken belief that communications involving scientific data were permissible. We also found no evidence that (b) (7)(C) used either interaction for (b) (7)(C) own benefit or for the benefit of (b) (7)(C) or (b) (7)(C)

V. SUBJECT

(b) (7)(C) Office of the Secretary of the Interior.

[4] We note that although the potential benefit of an employee's actions is not part of the ethics pledge analysis, such considerations are an element of 5 C.F.R. § 2635.502(a), the Federal ethics provision governing personal and business relationships. Since (b) (7)(C) worked for (b) (7)(C) within 1 year of sending the (b) (7)(C) 2017 emails to (b) (7)(C) we reviewed whether (b) (7)(C) ran afoul of Section 502(a) as well. Section 502 has a considerably narrower interpretation of the phrase "particular matter involving specific parties" than the ethics pledge prohibition analyzed above, and (b) (7)(C) email to (b) (7)(C) does not meet that definition for the purposes of Section 502. Therefore, we concluded that (b) (7)(C) actions related to (b) (7)(C) email exchange with (b) (7)(C) did not violate 5 C.F.R. § 2635.502(a).

[5] As with the (b) (7)(C) 2017 email exchange discussed above, we reviewed whether (b) (7)(C) 2018 meeting contravened (b) (7)(C) obligations under 5 C.F.R. § 2635.502(a) and found that (b) (7)(C) meeting with (b) (7)(C) did not rise to the level of a "particular matter involving specific parties" within the scope of Section 502(a). Therefore, we concluded that (b) (7)(C) meeting with (b) (7)(C) in (b) (7)(C) 2018 did not violate 5 C.F.R. § 2635.502(a).

VI. DISPOSITION

We will provide this report to the Chief of Staff for the Office of the Secretary for any action deemed appropriate.

VII. ATTACHMENTS

1. Investigative Activity Report (IAR) – Interview of (b) (7)(C) on September 26, 2019
2. Transcript of interview of (b) (7)(C) on September 26, 2019
3. Email from [redacted] to the DEO on [redacted] 2018
4. IAR – Interview of (b) (7)(C) on October 31, 2019
5. Transcript of interview of (b) (7)(C) on October 31, 2019
6. [redacted] from [redacted] website
7. Executive Order 13770
8. Ethics training spreadsheet
9. IAR – Interview of (b) (7)(C) on February 14, 2020
10. Transcript of interview of (b) (7)(C) on February 14, 2020
11. DEO training records
12. (b) (7)(C) ethics pledge, signed on [redacted] 2017
13. Email from [redacted] to (b) (7)(C) on [redacted] 2017
14. Email from (b) (7)(C) to the DEO on [redacted], 2017
15. Email from the DEO to (b) (7)(C) on (b) (7)(C) 2017
16. Emails between (b) (7)(C) and (b) (7)(C) on [redacted], 2017
17. Email from (b) (7)(C) to [redacted] on [redacted], 2017
18. Email from [redacted] to (b) (7)(C) on [redacted], 2017
19. Email from (b) (7)(C) to [redacted] on [redacted], 2017

20. Email from (b) (7)(C) on (b) (7)(C), 2017

21. IAR – Interview of (b) (7)(C) on November 13, 2019

22. Transcript of interview of (b) (7)(C) on November 13, 2019

23. IAR – Telephonic conversation with (b) (7)(C) on February 19, 2020

24. Emails between (b) (7)(C) and (b) (7)(C) in (b) (7)(C) 2018

25. Email from (b) (7)(C) to (b) (7)(C) on (b) (7)(C), 2018

26. OGE memorandum, dated March 26, 2009

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION LESSEE AND CONTRACTOR NEGLIGENCE CAUSED EXPLOSION, FATALITIES, AND POLLUTION IN THE GULF OF MEXICO

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
Lessee and Contractor Negligence Caused Explosion, Fatalities, and Pollution in the Gulf of Mexico	**OI-OG-13-0074-I**
Reporting Office	**Report Date**
Energy Investigations Unit	**December 13, 2019**
Report Subject	
Report of Investigation	

SYNOPSIS

We investigated an allegation that workers aboard an offshore oil production platform violated Bureau of Safety and Environmental Enforcement (BSEE) regulations, which resulted in an explosion that killed three workers and spilled oil into the Gulf of Mexico. BSEE alleged that workers aboard the platform were welding without a permit and failed to make an oil-storage tank safe before beginning to weld.

We found that a Federal lessee, Black Elk Energy Offshore Operations, LLC (Black Elk); two other companies, Wood Group PSN, Inc. (Wood Group), and Grand Isle Shipyards, Inc. (GIS); and three individuals, Wood Group Person-in-Charge Christopher Srubar, Compass Engineering Construction Inspector Don Moss, and GIS Construction Superintendent Curtis Dantin were negligent in their responsibility to safely conduct welding operations. We found the parties involved did not comply with BSEE welding regulations and that their negligence resulted in the explosion.

The United States Attorney's Office for the Eastern District of Louisiana prosecuted this matter. Black Elk pleaded guilty to violations of the Outer Continental Shelf Lands Act and the Clean Water Act, while Wood Group, GIS, Srubar, Moss, and Dantin pleaded guilty to violations of the Clean Water Act. The resulting sentences cumulatively totaled 168 months of probation and $6,505,000 in fines.

We are providing this report to the BSEE Director for any action deemed appropriate.

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /SAC	Digitally signed.

Authentication Number: B2CB5C7A953F8392D559D4139087C020

DETAILS OF INVESTIGATION

We initiated this investigation on January 18, 2013, at the request of the United States Attorney's Office for the Eastern District of Louisiana, based on information from a Bureau of Safety and Environmental Enforcement (BSEE) panel that investigated a November 16, 2012 explosion on an offshore oil platform that killed three workers. The panel alleged that knowing and willful violations of BSEE regulations resulted in the explosion.

Our investigation, which we conducted jointly with the U.S. Environmental Protection Agency, Criminal Investigations Division, found that the explosion resulted from a pattern of negligence and regulatory violations. The Federal lessee, Black Elk Energy Offshore Operations, LLC (Black Elk); two other companies, Wood Group PSN, Inc. (Wood Group), and Grand Isle Shipyards, Inc. (GIS); and three individuals, Wood Group Person-in-Charge Christopher Srubar, Compass Engineering Construction Inspector Don Moss, and GIS Construction Superintendent Curtis Dantin were negligent in their responsibility to safely conduct welding operations. We found the parties involved did not comply with BSEE regulations or company safety policies, and that their negligence resulted in the explosion.

We found that the explosion, which occurred on an offshore oil platform owned by Black Elk on a Federal mineral lease in the Gulf of Mexico, resulted from unpermitted welding activities. Before the explosion, Black Elk initiated several construction projects, all of which required welding. Welding activity on an oil platform is hazardous because of the risk of starting a fire. Welding can cause injury or death if workers do not adhere to safety procedures and regulations (**Attachment 1**).

Black Elk, which admitted its responsibility to plan and supervise all construction work on the platform, hired Moss, a construction inspector with Compass Engineering, as the on-site coordinator for all construction projects. Moss was responsible for inspecting the work and monitoring worker safety (see Attachment 1). Black Elk also contracted with the Wood Group to provide oil production workers to conduct the day-to-day oil-production operations on the platform (**Attachment 2**). On the day of the explosion, four Wood Group employees were present, including Srubar, who was the person-in-charge of the platform (**Attachment 3**). Srubar was responsible for overseeing oil production and for ensuring the safety of the production facility (**Attachment 4**). While the Wood Group was primarily responsible for conducting oil-production activities, Wood Group employees also assisted with construction work by operating the platform crane and by ensuring it was safe to perform any construction activity that could cause a spark or start a fire (see Attachment 2).

Black Elk also contracted with GIS to provide workers to complete construction activities on the platform (**Attachment 5**). GIS provided a 14-person crew that included 5 GIS employees and 9 employees from GIS subcontractor (b) (7)(C) and (b) (7)(C) (**Attachment 6** and see Attachments 3 and 5). Dantin supervised the GIS construction workers on the platform (**Attachment 7**).

Federal Regulations and Company Safety Policies for Construction Activities on Oil-Production Platforms

BSEE regulations require that the welding supervisor or the person-in-charge issue written permission, commonly referred to as a "hot-work permit," before any such work begins on an oil-production platform. Hot work includes activities such as welding, grinding metal, or any other activity that could

cause a spark. Welding on piping that contains hydrocarbons, which are highly flammable, is prohibited unless the piping is first rendered inert and the person-in-charge determines it is safe to weld. The person-in-charge, in addition to anyone involved in welding activities, must conduct a pre-work inspection of the areas where welding or associated hot work would occur. In addition, the person-in-charge must assign a fire watch who monitors gas-detection equipment and must verify that equipment containing hydrocarbons or other flammable substances have been moved from within 35 feet of the welding area. If equipment containing flammable substances cannot be moved from the welding area, the equipment must first be flame proofed or the contents rendered inert (see Attachment 1).

The welding safety policies for Black Elk, Wood Group, and GIS mirror the BSEE regulations (see Attachments 1, 2, and 5). Black Elk also has a policy that requires everyone on the platform to attend a daily safety meeting conducted by the person-in-charge.

Negligent Acts by Workers Aboard the Oil-Production Platform

In his plea agreement, Srubar admitted that on November 8 and 9, 2012, he issued hot-work permits for construction work on the platform without conducting a pre-work inspection (see Attachment 4). In addition, Srubar acknowledged that beginning on November 10, 2012, he stopped conducting the required morning safety meetings with everyone on the platform in attendance. He also admitted he delegated the responsibility of issuing hot-work permits to (b) (7)(C), who was a C-Operator with the Wood Group (a C-Operator is the least experienced production operator on a platform) who had approximately 7 months of experience working on offshore oil-production platforms. Srubar acknowledged he instructed (b) (7)(C) to issue hot-work permits by copying the permit Srubar had prepared for work on November 9. Srubar confirmed that (b) (7)(C) prepared and issued the hot-work permits for November 10-16 by copying the permit Srubar issued on November 9, which designated two work areas on different decks of the platform in a single permit. Srubar acknowledged that one fire watch could not properly monitor the separate work areas and conceded that neither he nor (b) (7)(C) conducted pre-work inspections before issuing hot-work permits on November 10-16.

We found that the welding that occurred on November 16 took place near the Lease Automatic Custody Transfer Meter (LACT) and was approximately 20 feet away from one of the platform's three oil-storage tanks. Moss and Dantin both admitted knowing that before welding could begin, the construction workers would have to cut out a section of a pipe directly connected to the adjacent oil-storage tank and weld a new connection into the pipe (**Attachment 8** and see Attachment 7). On the evening of November 15, Moss and Dantin knew that construction workers had started the work near the LACT and would begin welding the next day. Neither Moss nor Dantin, however, asked Srubar to ensure that any piping containing hydrocarbons had been rendered inert and deemed safe before welding began on November 16.

Srubar, Moss, and Dantin all confirmed that Dantin conducted a safety meeting in the platform's dining area at 6:00 a.m. on November 16 (see Attachments 4, 7, and 8). Dantin said he discussed the welding scheduled to take place near the LACT during the meeting (**Attachment 9**). We found, however, conflicting information regarding whether Dantin discussed the work near the LACT. (b) (7)(C) said he ate breakfast in the dining area during the safety meeting but did not hear discussion of the LACT (**Attachment 10**). Srubar admitted he did not attend the safety meeting; Moss stated he was only briefly present (see Attachments 4 and 8).

Dantin confirmed that after the safety meeting concluded, he instructed the construction workers to cut and weld the pipe near the LACT (see Attachment 7). Dantin and Moss each admitted that neither of them asked Srubar or (b) (7)(C) to inspect the LACT work area (see Attachments 7 and 8). Srubar acknowledged that while he did not have explicit knowledge that the construction crew would be welding on the piping near the LACT on November 16, he was negligent in instructing (b) (7)(C) to issue hot-work permits by copying a previous permit (see Attachment 4).

(b) (7)(C) said that on November 16, 2012, he followed Srubar's instructions and copied the November 15 hot-work permit for construction (see Attachment 10). The November 16 permit authorized hot work in the same two areas as the November 15 permit, which did not include the area near the LACT (**Attachments 11 and 12**).

Dantin, Moss, and Srubar admitted the oil-storage tank near the LACT contained hydrocarbons and could not be moved 35 feet from the welding area (see Attachments 4, 7, and 8). They also confirmed that workers had not flame proofed the tank or rendered its contents inert before welding as required by Federal regulations and company policies.

Immediate Cause of the Explosion

Wood Group and Dantin confirmed that on the morning of November 16, the construction crew acted on the work orders received from Dantin and began to cut pipe near the LACT area (see Attachments 2 and 7). Cutting this pipe, which had not been rendered inert, allowed hydrocarbon vapors to escape from the oil-storage tank and build up in the work area. Wood Group and Dantin acknowledged that at approximately 9:00 a.m., the crew began welding, which ignited the hydrocarbon vapors and caused explosions in the three oil-storage tanks on the platform. As a result, two of the oil-storage tanks were blown into the Gulf of Mexico. The third oil-storage tank was blown off its base and destroyed the platform crane. Burning oil rained down on the lower deck of the platform where some of the construction crew were working on another project.

Black Elk and Wood Group admitted that the fire and explosions resulted in the deaths of three (b) (7)(C) construction workers: Avelino Tajonera, Elroy Corporal, and Jerome Malagapo, who were all working on the LACT project on the platform's upper deck. Other workers sustained burns and injuries (see Attachments 1 and 3). The explosion also caused oil to spill into the Gulf of Mexico, creating a sheen on the water in the area surrounding the platform.

SUBJECTS

1. Black Elk Energy Offshore Operations, LLC

2. Don Moss, Construction Inspector, Compass Engineering

3. Wood Group PSN, Inc.

4. Christopher Srubar, Person-in-Charge, Wood Group PSN, Inc.

5. Grand Isle Shipyards, LLC

6. Curtis Dantin, Construction Superintendent, Grand Isle Shipyards

DISPOSITION

The U.S. Attorney's Office for the Eastern District of Louisiana and the U.S. Department of Justice (DOJ), Environmental and Natural Resources Division, prosecuted this case.

A Federal grand jury indicted Black Elk on three counts of involuntary manslaughter (18 U.S.C. § 1112), eight violations of the Outer Continental Shelf Lands Act (OCSLA) (43 U.S.C. § 1350(c)(1)), and one violation of the Clean Water Act (CWA) (33 U.S.C. §§ 1319 and 1321). Black Elk pleaded guilty to all eight OCSLA violations and to the CWA violation. The company was sentenced to 5 years of probation, a $4,200,000 fine, and a $3,325 special assessment.

A Federal grand jury indicted Moss on two violations of the OCSLA and one violation of the CWA. Moss pleaded guilty to a single violation of the CWA and was sentenced to 1 year of probation, a $2,500 fine, and a $25 special assessment.

A Federal grand jury indicted the Wood Group on six violations of the OCSLA and one violation of the CWA. The Wood Group pleaded guilty to a single violation of the CWA and was sentenced to 3 years of probation, a $1,800,000 fine, a community service payment of $200,000 to the National Marine Sanctuary Foundation, and $125 special assessment.

A Federal grand jury indicted Srubar on six violations of the OCSLA and one violation of the CWA. Srubar pleaded guilty to a single violation of the CWA and was sentenced to 1 year of probation, a $2,500 fine, and a $25 special assessment.

A Federal grand jury indicted GIS on three counts of involuntary manslaughter, eight violations of the OCSLA, and one violation of the CWA. GIS pleaded guilty to a single violation of the CWA and was sentenced to 3 years of probation, a $500,000 fine, and a $250 special assessment.

A Federal grand jury indicted Dantin on eight violations of the OCSLA and one violation of the CWA. Dantin pleaded guilty to a single violation of the CWA and was sentenced to 1 year of probation and a $25 special assessment.

After its March 10, 2016 indictment, GIS won a pretrial motion arguing that the criminal provisions of the OCSLA did not apply to subcontractors of lessees (Black Elk hired GIS as a subcontractor). The DOJ appealed this decision but the 5th Circuit Court of Appeals upheld the District Court's decision and, as a result, dismissed the OCSLA charges against GIS, Dantin, and Srubar.

We are providing this report to the BSEE Director for any action deemed appropriate.

ATTACHMENTS

1. Factual Basis, Black Elk Energy Offshore Operations, LLC Plea Agreement, dated May 12, 2017

2. Factual Basis, Wood Group PSN, INC. Plea Agreement, dated August 4, 2016

3. Black Elk Energy, Platform: W.D. 32, Personnel on Board List, dated November 16, 2012
4. Factual Basis, Christopher Srubar Plea Agreement, dated January 29, 2019
5. Factual Basis, Grand Isle Shipyards, INC. Plea Agreement, dated January 17, 2019
6. Investigative Activity Report (IAR) – Case Initiation Report, dated September 11, 2013
7. Factual Basis, Curtis Dantin Plea Agreement, dated January 23, 2019
8. Factual Basis, Don Moss Plea Agreement, dated March 28, 2018
9. IAR – BSEE's Interview of Curtis Dantin on March 5, 2013
10. IAR – EPA's Interview of (b) (7)(C) on May 7, 2014
11. Black Elk Energy Hot Work Permit No. 10724, dated November 15, 2012
12. Black Elk Energy Hot Work Permit No. 10725, dated November 16, 2012

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

STOLEN HISTORICAL DOCUMENTS FROM THE MAIN INTERIOR BUILDING LIBRARY, DC

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
Stolen Historical Documents from the Main Interior Building Library, DC	**OI-VA-20-0344-I**
Reporting Office	**Report Date**
Herndon, VA	**June 18, 2020**
Report Subject	
Report of Investigation	

SYNOPSIS

We investigated an allegation that pages were removed from a historically significant Congressional publication housed at the U.S. Department of the Interior (DOI) Main Interior Building (MIB) library in Washington, DC. Specifically, MIB library staff reported that they discovered illustrations from Congressional Serial Volumes 802 and 803, published in the 19th Century, had been torn from the publication. The illustrations pertained to Matthew Perry's expedition to Japan. The (b) (7)(C) also discovered through a search of eBay that someone was selling similar illustrations on the site that appeared to have been torn from their bindings.

We confirmed that a seller on eBay had listed numerous illustrations similar in theme and style to those removed from MIB's books; however, we did not find evidence that these were the same pages.

Our investigative efforts could not identify any other suspects, nor could we establish a definitive timeframe of when the pages were separated from the volumes. The MIB library has since changed its security policies and no longer permits unescorted access to the area of the library where the Congressional Serial Set is located.

We are providing this report to the Director of the Office of Facilities and Administrative Services for any action deemed appropriate.

DETAILS OF INVESTIGATION

We initiated this investigation after (b) (7)(C) at the Main Interior Building (MIB), in Washington, DC, reported to the Office of Law Enforcement and Security that several pages

Reporting Official/Title	Signature
(b) (7)(C) /Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) /SAC	Digitally signed.

Authentication Number: 8591F19B399189A9C0D81BE02D2097AA

were missing from Congressional Serial Volume 803 (from the 33rd Congress, 2nd Session, 1854-1855) (**Attachment 1**). According to [redacted], [redacted], MIB (b) (7)(C) Reference Services, discovered that pages were missing during the morning of February [redacted] 2020, while pulling the book to show visiting graduate students (**Attachment 2**). The library staff informed us that Volume 802 from the Congressional Serial Set had at least one page, similar in theme to those torn from Volume 803, removed from the binding. We obtained the affected volumes, inspected them, and confirmed that the pages appeared to have been forcibly torn from the bindings (**Attachment 3**). [redacted] informed us that the pages missing were illustrations of Matthew Perry's 19th Century expedition to Japan, and they were featured exclusively in the Congressional Serial Set (see Attachment 2).

[redacted] said he believed the last time MIB staff displayed the books was April 26, 2019 (**Attachment 4**).

We learned that there were multiple copies of the Congressional Serial Set at libraries throughout the United States (See Attachment 2). We found that each illustration contained in the Congressional Serial Set bore a captioned title, and neither [redacted] nor [redacted] could recall the illustration titles from the missing pages, only the general theme of the missing pages (Perry Expedition to Japan). Volume 803 did not contain a table of illustration titles; however, we identified the likely title of the illustration torn from Volume 802, which did contain a table, was "Cape Town and Table Mountain" (**Attachment 5**). [redacted] also informed us that, due to imprecise publishing methods in the middle of the 19th Century, the page order and contents were not reproduced in an identical manner (see Attachment 4).

No Evidence that eBay Seller's Items Were the Same Illustrations Taken From MIB

[redacted] informed us that historical illustrations like the ones removed from the MIB's Congressional Serial Set were frequently sold on auction websites like *eBay.com* (see Attachment 2). Before referring the allegation to the Office of Law Enforcement and Security, [redacted] researched *eBay.com* and found Perry Expedition illustrations like those removed from the MIB Congressional Serial Set. We determined that (b) (7)(C) [redacted] eBay seller, had listed the items. We found that although (b) (7)(C) listed (b) (7)(C) Perry or Japan-expedition-related illustrations for sale, some of which appeared to be torn from their original bindings, those items were listed for sale in [redacted] (**Attachment 6**). We also did not find the illustration "Cape Town and Table Mountain" being sold on the site.

In a telephone interview, [redacted] said [redacted] most likely acquired the Perry expedition illustrations through mass auctions, several years prior to listing them on eBay in [redacted] (**Attachment 7**). [redacted] said [redacted] was not aware that the illustrations were most likely detached from U.S. Government publications. [redacted] said [redacted] was not approached by any individuals attempting to sell the illustrations.

No Other Suspects Could be Identified

We found that the Congressional Serial Set was housed with similar publications in an area of the basement level of the MIB library known as B-1, and the library provided unescorted public access to that area during business hours (see Attachment 2).

Our further investigative efforts were unable to identify any suspects (See Attachment 4).

The MIB library has since changed its security policies and no longer allows unescorted access to level

B-1 where the Congressional Serial Set and other historical publications are kept.

SUBJECT(S)

Unknown

DISPOSITION

We are providing a copy of this report to the Director of the Office of Facilities and Administrative Services for any action deemed appropriate.

ATTACHMENTS

1. Investigative Activity Report (IAR) – Complaint Intake, February 27, 2020
2. IAR – Interview of (b) (7)(C) on March 2, 2020
3. IAR – Report of Investigative Activity, dated March 11, 2020
4. IAR – Receipt of Emails, dated May 21, 2020
5. IAR – Report of Investigative Activity, dated March 30, 2020
6. IAR – Analysis of eBay Seller Profile, dated May 21, 2020
7. IAR – Interview of (b) (7)(C) on April 15, 2020

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION INTO ALLEGED UNPROFESSIONAL BEHAVIOR BY FORMER BIA (b) (7)(C)

OFFICE OF
INSPECTOR GENERAL
U.S. DEPARTMENT OF THE INTERIOR

REPORT OF INVESTIGATION

Case Title	Case Number
Alleged Unprofessional Behavior by Former BIA [redacted]	OI-PI-18-0375-I
Reporting Office	**Report Date**
Program Integrity Division	August 3, 2018
Report Subject	
Report of Investigation	

SYNOPSIS

We initiated this investigation after receiving multiple allegations that (b) (7)(C) at that time the [redacted] Bureau of Indian Affairs (BIA) and (b) (7)(C) [redacted], had demonstrated unprofessional behavior toward other U.S. Department of the Interior (DOI) employees, including bullying, targeting, and threatening them. We also reviewed what [redacted] superiors knew about complaints concerning his behavior, and how they responded to them.

In our interviews of [redacted] current and former DOI employees who had interacted with [redacted] in some capacity while he was a DOI employee, we identified examples of [redacted] behaving unprofessionally and demonstrating questionable leadership when communicating with other employees. We ended our investigation after [redacted] resigned on [redacted].

We also found during our investigation that (b) (7)(C) [redacted] spoke with [redacted] and others upon learning that [redacted] had sworn and shouted at a DOI employee, but [redacted] did not document any corrective action.

We are providing this report to the Deputy Secretary of the Interior for any action deemed appropriate.

Reporting Official/Title	Signature
[redacted] Special Agent	Digitally signed.
Approving Official/Title	Signature
(b) (7)(C) [redacted] /ASAC	Digitally signed.

Authentication Number: 89955011E0AFC61FE904D99A2B279E26

DETAILS OF INVESTIGATION

We initiated this investigation on February 2, 2018, after receiving allegations that (b) (7)(C) who at the time was the Bureau of Indian Affairs (BIA) and a (b) (7)(C) U.S. Department of the Interior's (DOI's) (b) (7)(C), had targeted, bullied, and physically threatened DOI employees while in his previous role as (b) (7)(C) of the (b) (7)(C), in which he served from (b) (7)(C). We also became aware of similar behavior that allegedly occurred after became the BIA (b) (7)(C) in (b) (7)(C), including allegations that he spoke in an unprofessional or threatening manner to senior DOI staff. As part of our investigation, we reviewed historical complaints against what his superiors knew about the history of complaints concerning his behavior, and how they responded to the complaints.

Unprofessional Conduct Had an Adverse Impact on DOI Employees

During our investigation, we reviewed four complaints against that had been submitted to us between and . In we received allegations of retaliation, which we referred to the DOI's Office of Civil Rights and which were (b) (7)(C). Two other allegations were deemed not to have enough investigative merit and were documented and closed without further action. was asked to respond to one complaint, which we had referred to his supervisors to address in ; he gave his superiors a statement, but the matter did not result in any action against him. Based on these recent complaints and those maintained in our records, we sought to determine whether a pattern of unprofessional behavior existed and whether superiors took his present and past actions into account.

In addition to interviews related to the initial complaints, we interviewed DOI staff members with whom had interacted at the DOI. Altogether, we spoke to current and former DOI employees who had interacted with in some capacity and identified current employees, including enior DOI staff members, who provided firsthand accounts of bullying, hostility, or inappropriate behavior by We ended our investigation after resigned on .

One of the interviewees, (b) (7)(C), told us that when was selected as the BIA (b) (7)(C) he was notified via email that his email account would be suspended when he left the (b) (7)(C) for the BIA (**Attachments 1 and 2**). was also notified that he could set up an "out of office" message on his email to refer correspondents to his new BIA account, and that this message would be effective for 30 days; after the 30 days, according to (b) (7)(C) emails could be made temporarily accessible by submitting a request to office. On (b) (7)(C), after he had assumed his position as BIA emailed stating that he needed access to both his and BIA email accounts to do his work properly. He was granted an additional 30 days of access to his account, but was locked out of it when the email system refreshed a few days later.

said and another DOI employee met with on (b) (7)(C), to discuss access to his email, and he told them he was "going to be tough on [them]." said then launched into an angry tirade about how he was not able to do his job and respond to people who were emailing him because he did not have access to his account (**Attachment 3**). He told that this situation was untenable and that he had raised the issue to DOI (b) (7)(C) to get to address his concerns. According to tried to explain to why he could not have two active email accounts, but he did not seem to listen to or accept what said.

[redacted] added that during the meeting [redacted] felt that [redacted] acted like a bully and cut [redacted] ff while [redacted] was talking, which made [redacted] ngry, and that when [redacted] did respond, [redacted] accused [redacted] eing defensive. [redacted] said [redacted] told him that [redacted] was being defensive because he was attacking [redacted] by not giving [redacted] a chance to talk and that [redacted] was so angry [redacted] wanted to leave the room. Afterward [redacted] said, [redacted] calmed down and they were able to finish their conversation.

(b) (7)(C) [redacted] (OCIO), said [redacted] initially assisted [redacted] with his transition to BIA (b) (7)(C) (**Attachment 4**). (b) (7)(C) said [redacted] net with [redacted] several times to discuss the transition and he seemed to understand that the process was set up to help the large number of [redacted] transfers and reassignments go smoothly. [redacted] said, however, that at one meeting [redacted] told [redacted] his email account would be suspended immediately upon assuming his new position [redacted] er asking a few questions, (b) (7)(C) said t [redacted] This is all made up anyway—you are just making this up as you go." [redacted] said [redacted] was taken aback by this comment [redacted] said that he said this again during a subsequent meeting, an [redacted] felt he was trying to express dissatisfaction over having to leave behind all of his [redacted] emails and other files. [redacted] said [redacted] felt that this was an attack on [redacted] and other OCIO personnel, and that [redacted] had an accusatory approach that was "disheartening" and made it difficult to work with the BIA.

(b) (7)(C) [redacted], DOI Office of Policy, Management and Budget (PMB), said that on (b) (7)(C) saw [redacted] in the basement of the Main Interior Building a [redacted] walked into the building (b) (7)(C) (**Attachments 5 and 6**) [redacted] said [redacted] called out to [redacted] and he glared at [redacted] and then yelled about how upset he was with the PMB, specifically [redacted] for "effing with his computers" and (b) (7)(C), (b) (7)(C) [redacted], for "effing with his space" (**Attachment 7**). [redacted] also said he wanted to "come up to the PMB hallway and rip the place apart" and that the PMB was "run by a bunch of cronies." (b) (7)(C) said that [redacted] and [redacted] got into the elevator and [redacted] tried to defuse what [redacted] escribed as "a very tense encounter."

(b) (7)(C) said that [redacted] go [redacted] the elevator on the second floor and tried to engage [redacted] in conversation. (b) (7)(C) said [redacted] got off the elevat [redacted] on the [redacted] floor, leaving [redacted] and [redacted] in the elevator, which was still going up. (b) (7)(C) said [redacted] felt shaken and threatened by [redacted] encounter with [redacted] and [redacted] found his behavior odd because [redacted] ad never experienc [redacted] hostility [redacted] m him before [redacted] added tha [redacted] incident was upsetting, and [redacted] ught it would affect [redacted] ability to meet with [redacted] by (b) (7)(C).

In addition, [redacted] PMB (b) (7)(C) [redacted] told us that [redacted] was physically intimidating, and that the incident between [redacted] and [redacted] was "unnerving" for some PMB employees because they were concerned about a perceived threat by [redacted] (**Attachment 8**).

Four other DOI employees also described unprofessional behavior by [redacted] (**Attachments 9 through 14**). A senior employee with the Interior Business Center described [redacted] as quick to anger and to display frustration or a temper. A BIA employee described [redacted] as a demanding and forceful person who had yelled at and used profanity toward [redacted] n Indian Affairs [redacted] described similar behavior. Another BIA employee said that [redacted] pointed a [redacted] while discussing a work-related issue in the Main Interior Building hallway, and that his behavior was demeaning, condescending, and degrading [redacted] elt it was inappropriate for [redacted] to have addressed [redacted] in such a manner [redacted] aid [redacted] had percei [redacted] is actions as threatening and that they had adversely [redacted] ected [redacted] emotionally.

We tried multiple times to contact [redacted] through his attorney for an interview so that he could address these allegations, but we received no response.

[redacted] Superiors Were Aware of His Behavior, but No Corrective Action Was Documented

(b) (7)(C) [redacted] said that he learned about the incident with [redacted] and (b) (7)(C) the day it happened and immediately sought guidance from the DOI Office of the Solicitor (**Attachments 15 and 16**). He said he informed [redacted], (b) (7)(C) Employment and Labor Law Unit, about the incident, and was left with the impression that (b) (7)(C) knew this might not have been an isolated incident for [redacted] said (b) (7)(C) had indicated that [redacted] was going to take some sort of action, but he did not know whether [redacted] did. He said he later learned that several [redacted] staff members had written statements about their interactions with (b) (7)(C) and he collected copies of those. He said he also informed (b) (7)(C) [redacted] about the incident, and [redacted] expressed concern.

(b) (7)(C) told us he spoke to (b) (7)(C) and later met with (b) (7)(C) and (b) (7)(C) supervisor, (b) (7)(C) [redacted] (b) (7)(C) – (b) (7)(C), about the matter (**Attachments 17 and 18**). (b) (7)(C) explained that the underlying issue was that (b) (7)(C) was dating (b) (7)(C) [redacted] (b) (7)(C) [redacted], who worked with (b) (7)(C) in the (b) (7)(C) and believed that "the (b) (7)(C) team . . . was not operating well together" and (b) (7)(C) was not being treated properly. (b) (7)(C) told us that [redacted] let his personal feelings "spill over" and had directed his frustration at (b) (7)(C), whom [redacted] considered to be a representative of the [redacted] also said that during this meeting, (b) (7)(C) told him that he and (b) (7)(C) were "ignorant novices" who did not know how to deal with their staff. [redacted] said he told (b) (7)(C) that his actions were unacceptable and not rational, and that while [redacted] should be tough if a situation required it, he should "just do it nicely."

After [redacted] left the meeting, [redacted] said, he asked [redacted] to monitor [redacted] and reinforce to him the need to work as a team and be pleasant. [redacted] said he did not consider the meeting to be counseling and had not documented it. [redacted] also stated that he was not aware of a history of complaints against (b) (7)(C) and that he did not seek one, nor was he provided one, when considering [redacted] for the position of (b) (7)(C).

We were also told that after [redacted] learned of the incident with [redacted] he addressed (b) (7)(C) during a meeting and told them he had met with [redacted] about his behavior toward (b) (7)(C) employees (**Attachments 19 through 25, and see Attachments 1 through 8**). We interviewed (b) (7)(C) of the (b) (7)(C) employees who attended this meeting. [redacted] said they had not known about the incident with (b) (7)(C) and [redacted] before the meeting. [redacted] said the meeting made them uncomfortable and felt that a group setting was not an appropriate place to discuss these matters (see Attachments 5 through 9 and 19 through 25).

SUBJECTS

1. (b) (7)(C), former (b) (7)(C) BIA.
2. (b) (7)(C), (b) (7)(C) DOI.

DISPOSITION

We are providing this report to the Deputy Secretary of the Interior for any action deemed appropriate.

ATTACHMENTS

1. Investigative Activity Report (IAR) – Interview of (b) (7)(C) on March 23, 2018.
2. Transcript of interview of (b) (7)(C) on March 23, 2018.
3. Statement provided by (b) (7)(C) dated December 18, 2017.
4. IAR – Interview of (b) (7)(C) on May 3, 2018.
5. IAR – Interview of (b) (7)(C) on March 23, 2018.
6. Transcript of interview of (b) (7)(C) on March 23, 2018.
7. Statement provided by (b) (7)(C) dated December 15, 2017.
8. IAR – Interview of (b) (7)(C) on April 2, 2018.
9. IAR – Interview of (b) (7)(C) on April 19, 2018.
10. IAR – Interview of (b) (7)(C) on April 13, 2018.
11. Transcript of interview of (b) (7)(C) on April 13, 2018.
12. IAR – Interview of (b) (7)(C) on April 16, 2018.
13. Transcript of interview of (b) (7)(C) on April 16, 2018.
14. IAR – Interview of (b) (7)(C) on April 3, 2018.
15. IAR – Interview of (b) (7)(C) on May 16, 2018.
16. Transcript of interview of (b) (7)(C) on May 16, 2018.
17. IAR – Interview of (b) (7)(C) on May 17, 2018.
18. Transcript of interview of (b) (7)(C) on May 17, 2018.
19. IAR – Interview of (b) (7)(C) on February 26, 2018.
20. Transcript of interview of (b) (7)(C) on February 26, 2018.
21. IAR – Interview of (b) (7)(C) on March 27, 2018.
22. Transcript of interview of (b) (7)(C) on March 27, 2018.
23. IAR – Interview of (b) (7)(C) on April 10, 2018.
24. Transcript of interview of (b) (7)(C) on April 10, 2018.
25. IAR – Interview of (b) (7)(C) on April 11, 2018.