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Description of document: Closing documents associated with Department of the Interior (DOI) Inspector General (OIG) investigations relating to the National Indian Gaming Commission, 2007-2013

Requested date: 24-February-2016

Released date: 01-August-2016

Posted date: 05-September-2016

Source of document: FOIA Officer
Office of Inspector General
U.S. Department of the Interior
1849 C Street, NW
MS-4428
Washington, DC 20240
Fax: 202-219-1944 (Attn: FOIA Officer)
Email: FOIA@doioig.gov

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

VIA EMAIL

August 1, 2016

Re: OIG-2016-00060

This is in response to your FOIA request dated February 24, 2016, which was received by the Office of Inspector General (OIG) on the same date. You requested the following information under the Freedom of Information Act (FOIA), 5 U.S.C. § 552: A copy of the final report, report of investigation, closing memo, referral memo, referral letter and any other conclusory document associated with an investigation relating to the National Indian Gaming Commission by the Department of Interior Office of Inspector General. Please limit this request to the time period 1996 to present.

A search was conducted and enclosed are copies of requested documents. There are 31 pages responsive to your request. Thirty pages contain some information that is being withheld and one page is being released in its entirety.

Deletions have been made of information that is exempt from release under the provisions of 5 U.S.C. §§ 552(b)(6) and (b)(7)(C). These sections exempt from disclosure are items that pertain to: (1) personnel and other similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy and (2) records of information compiled for law enforcement purposes, but only to the extent that the production of such law enforcement records or information could reasonably be expected to constitute an unwarranted invasion of personal privacy. Exemptions (b)(6) and (b)(7)(C) were used to protect the personal privacy interests of witnesses, interviewees, middle and low ranking federal employees and investigators, and other individuals named in the investigatory file.

If you disagree with this response, you may appeal this response to the Department's FOIA/Privacy Act Appeals Officer. If you choose to appeal, the FOIA/Privacy Act Appeals Officer must receive your FOIA appeal **no later than 90 workdays** from the date of this letter if 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 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 Department’s rejection of your appeal, unless the FOIA/Privacy Act Appeals Officer determines (in the 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 FOIA/Privacy Act Appeals Officer needs additional information or clarification of your appeal. The DOI FOIA/Privacy Act Appeals Office Contact Information is the following:

Department of the Interior
Office of the Solicitor
1849 C Street, N.W.
MS-6556 MIB
Washington, DC 20240
Attn: FOIA/Privacy Act Appeals Office

Telephone: (202) 208-5339
Fax: (202) 208-6677
Email: FOIA.Appeals@sol.doi.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 Department's FOIA & Privacy Act Appeals Officer.

However, should you need to contact me, my telephone number is (202) 208-6464, and the email is mildred_washington@doioig.gov.

Sincerely,

Mildred H. Washington

Mildred H. Washington
Government Information Specialist

Enclosure



All redactions are pursuant to exemptions (b)(6)& (b)(7)(C)

United States Department of the Interior



OFFICE OF INSPECTOR GENERAL
12030 Sunrise Valley Drive
Reston Plaza 1, Suite 350
Reston, VA 20191

JAN 26 2007

Memorandum

To: James E. Cason
Acting Assistant Secretary, Indian Affairs

Attention: Jerome Fiely, Acting Director
Office of Audit and Evaluation

From: [REDACTED]
Deputy Assistant Inspector General
Investigative Support Division

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

Re: [REDACTED] Faction of the Ione Band of Miwok Indians
DOI/OIG Case File No. OI-HQ-07-0115-R

The Office of Inspector General received a complaint from [REDACTED] President, No Casino in Plymouth (NCIP), and [REDACTED] Vice President, NCIP. The complaint alleged questionable fee-to-trust application processes and claims being used by the [REDACTED] Ione Band, the Bureau of Indian Affairs, and the National Indian Gaming Commission to put land into trust for the Ione Band of Miwok Indians of California (see attached).

This matter is forwarded for your review and any action deemed appropriate. No response to this office is required. However, if during the course of your review you develop information or questions that should be discussed with this office, please contact Special Agent [REDACTED] at (703) [REDACTED]

Attachment



United States Department of the Interior
OFFICE OF INSPECTOR GENERAL
2300 Lake Park Drive, Suite 215
Smyrna, Georgia 30080

Memorandum

To: Philip Hogan
Chairman, National Indian Gaming Commission

CC: Department of Interior
Office of the Secretary

From: [REDACTED]
Assistant Special Agent in Charge
Eastern Region Investigations

Date: December 13, 2007

Subject: Referral – Response Required

Re: National Indian Gaming Commission
DOI-OIG Case File OI-VA-07-0348-I

This office has concluded an investigation of [REDACTED] Director of Administration at the National Indian Gaming Commission (NIGC). This investigation was predicated on allegations that [REDACTED] [REDACTED] misused a government credit card and submitted a fraudulent document to the Department of Interior and Bank of America.

A Report of Investigation is enclosed for your information; please return it and your completed Accountability Form to:

Stephen A. Hardgrove
Assistant Inspector General for Investigations
Office of Inspector General
U.S. Department of the Interior
1849 C Street, NW, Mail Stop 5341
Washington, DC 20240
(Attn: [REDACTED])

Should your review of the allegations determine either criminal or significant administrative deficiencies or any change in policy, please contact this office immediately. Do not hesitate to contact me at [REDACTED] should you need additional information concerning this matter.



**United States Department of the Interior
Office of Inspector General**

REPORT OF INVESTIGATION

Case Title NATIONAL INDIAN GAMING COMMISSION	Case Number OI-VA-07-0348-I
Reporting Office Herndon, VA	Report Date November 15, 2007
Report Subject Report of Investigation	

SYNOPSIS

The Office of Inspector General (OIG) initiated an investigation based on a complaint from the Office of the Solicitor (SOL), Department of the Interior (DOI), alleging misuse of a government credit card and the submission of a fraudulent document to DOI, by the National Indian Gaming Commission (NIGC). Specifically, SOL alleged that an NIGC employee used her government credit card to purchase food and beverages totaling \$901.54, which were for an unauthorized retirement party on February 6, 2007. Once the Office of the Secretary (OS) disputed the charges, NIGC allegedly submitted a backdated document to Bank of America, through DOI, that stated, [REDACTED] has permission to use her government purchase card for purchasing refreshments for the employee award ceremony for [REDACTED] for which the Commission will be presenting him with awards." The document was dated February 5, 2007, and signed by [REDACTED] Chief of Staff, NIGC.

The investigation determined that in April of 2007, [REDACTED], Director of Administration, NIGC, instructed [REDACTED] Executive Secretary, NIGC, to create the memo to Bank of America, which was dated February 5, 2007, a day before the retirement party. During an interview with [REDACTED] she admitted that she actually created the memo, because of a conversation with [REDACTED] Budget Analyst, OS. However, [REDACTED] later confessed that neither [REDACTED] nor any other DOI employee instructed her to create this particular memo.

The results of this investigation were presented to the U.S. Department of Justice (DOJ) for prosecution. After a review of the facts for violation of 18 United States Code 1001, DOJ declined prosecution in lieu of administrative remedy. This report is being forwarded to the NIGC for action.

Reporting Official/Title [REDACTED] /Special Agent	Signature [REDACTED]
Approving Official/Title [REDACTED] /Special Agent in Charge	Signature [REDACTED]

Authentication Number: 525864EA9CF0A503EBEC2A66FFF8A89D

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DETAILS OF INVESTIGATION

The OIG initiated an investigation on May 29, 2007, in response to a complaint from SOL, alleging misuse of a government credit card and the submission of a fraudulent document to DOI, by NIGC. Specifically, SOL alleged that NIGC used their government credit card to make a \$901.54 purchase from the Corner Bakery, 1425 K Street NW, Washington DC, for food and beverages that were for an unauthorized retirement party on February 6, 2007. Once OS disputed the charges, NIGC allegedly submitted a backdated justification document to Bank of America through DOI (**Attachment 1**). The following paragraphs detail our office's investigative steps in determining the facts surrounding the backdated justification.

We interviewed [REDACTED], Executive Secretary, NIGC, who stated that she had been with NIGC for eight years (**Attachment 2**). One of her responsibilities at NIGC was to plan staff events. [REDACTED] was familiar with the planned retirement party for [REDACTED] former Director of Law Enforcement, NIGC. [REDACTED] organized and purchased the refreshments for the party using her government credit card. She spent \$901.54 at the Corner Bakery for the refreshments at the party. [REDACTED] also purchased a plaque that was called a "Professional Service Award" for [REDACTED].

In April of 2007, [REDACTED] received notification from [REDACTED], Financial Manager, NIGC, concerning a refusal from OS to pay a charge of \$901.54 to the Corner Bakery. The OS manages NIGC's financial accounts, to include their credit card program. Once per month NIGC notifies OS of what charges should be directly reimbursed from their accounts to the government Bank of America credit card. OS has notified [REDACTED] in the past that they could have award/appreciation parties, but not a retirement party. [REDACTED] stated that she has used her government credit card for similar events in the past and it has never been a problem.

[REDACTED] stated that [REDACTED], Director of Administration, NIGC, tried to resolve the disputed charge with DOI. After [REDACTED] spoke to DOI, [REDACTED] came to [REDACTED] and asked her to write a memo authorizing the party. [REDACTED] approved this memo, once [REDACTED] had drafted it. The original memo that [REDACTED] had written and e-mailed to [REDACTED] for her approval had the current date on it (the memo was drafted either April 23 or 24, 2007). Once [REDACTED] reviewed the memo she either called or approached [REDACTED] in person ([REDACTED] could not remember which) and told [REDACTED] that [REDACTED], OS, wanted the document backdated. [REDACTED] said it was [REDACTED] who told her what to write in the memo and told her specifically to date the memo "before the party." [REDACTED] said, in retrospect, given the same situation, she would not have backdated the memo. [REDACTED] even offered to pay the \$901.54 in an attempt to end the argument between NIGC and OS. [REDACTED] was told by NIGC not to repay the \$901.54, and that NIGC would get the matter resolved.

[REDACTED] was then interviewed and stated that she had been working for NIGC since August of 2006 (**Attachment 3**). [REDACTED] stated as Director of Administration for NIGC, she is responsible for about 18 to 19 administrative employees in Washington, D.C. [REDACTED] further stated her immediate supervisor is [REDACTED].

[REDACTED] stated that she had nothing to do with the planning or organization of the February 6, 2007, retirement party for [REDACTED]. [REDACTED] took responsibility for planning and paying for the event by using her government credit card. [REDACTED] got involved with the retirement party after it had taken place. She was approached by [REDACTED] concerning a problem with OS, which was refusing to reimburse the \$901.54 on [REDACTED] government credit card.

██████████ contacted ██████████, budget analyst, DOI, OS, by e-mail explaining that they should pay the charge. ██████████ forwarded the problem on to ██████████ for further review. ██████████ and ██████████ had exchanged some “heated” e-mails over the charge, with no conclusion. After ██████████ was interviewed she provided a written statement to OIG agents (**Attachment 4**). The following is a quote from that written statement. “On Friday, April 20, 2007, ██████████ and I discussed the issue of whether or not this charge was related to an awards ceremony, and it was at this time, she requested that NIGC provide documentation to the finance office. It is during this discussion that I believed ██████████ was asking that the document be dated around the time of the event; and to ensure that it included the language ‘awards ceremony’ and that awards were presented”.

██████████ said she felt encouraged after speaking to ██████████ because they had come to a resolution. ██████████ went to ██████████ and asked her to write a memo to Bank of America from ██████████, Chief of Staff, NIGC, and to use language in the memo regarding an “awards ceremony.” ██████████ was unsure if ██████████ told her to back-date the memo, but that was ██████████ interpretation of the conversation. ██████████ told ██████████ to date the memo around the time of the event (February 6, 2007). ██████████ did not remember if she told ██████████ a specific date or not.

When ██████████ was interviewed he recalled the memo that was sent to DOI dated February 5, 2007, concerning a reimbursement for \$901.54 (**Attachment 5**). ██████████ stated the charge was for a “recognition party” in the beginning of February 2007, for ██████████. The NIGC presented awards to ██████████ and celebrated his retirement.

██████████ contacted ██████████ and asked her to handle the matter between DOI and NIGC. ██████████ could not remember who brought the memo addressed to Bank of America dated February 5, 2007, for him to sign; but believed it was either ██████████. ██████████ could not recall if he knew the memo was backdated, but he stated he “probably did.” ██████████ believed creating the backdated memo did not matter because the party had been authorized prior to the ██████████ retirement party on February 6, 2007.

██████████ did not know whose idea it was to draft the memo. He had no conversation with ██████████ or any other DOI employee about drafting a memo. ██████████ did not remember having a conversation with ██████████ or anyone about the backdated memo prior to signing the document.

We interviewed ██████████ who stated she became involved in the matter on April 20, 2007, when ██████████ from the Office of Financial Management forwarded her an e-mail written by ██████████ (**Attachment 6**). The e-mail espoused that since NIGC did not receive appropriated funds, it was not accountable to the same spending limitations. Therefore, the Office of Financial Management needed to reimburse ██████████, executive assistant, NIGC, immediately for the retirement party expenses.

██████████ said she accepted involvement in the matter because after reading ██████████'s statement about NIGC's accountability, she knew there were deeper issues involved. ██████████ stated that ██████████ was fairly new to the position, perhaps less than one year. She commented that there were several new executive level personnel within NIGC. ██████████ said she wrote back immediately stressing the concerns she had for NIGC's lack of understanding as to how it received appropriated funds and called the matter “serious.”

As a result, ██████████ consulted with her supervisor, ██████████, and they referred the matter to SOL for a legal opinion. ██████████ said she contacted SOL the same day, April 20, 2007.

█████ later reviewed an e-mail dated April 24, 2007, from █████ to █████, concerning the memo in question, where █████ described the memo to █████ as, "....this is the document █████ said I need." █████ stated that she may have seen the memo from █████, but said she never told any NIGC personnel to write a memo, what to write in that memo, or to backdate the memo (**Attachment 7**).

█████ said she read the memorandum dated February 5, 2007, addressed to the Bank of America, and opined that based on her understanding of the guidance provided, and NIGC stating its supporting facts, the charge should not be authorized for the following reasons: The purpose of the party could not be recognition for only one person and "it would be an abuse to try to use it as an excuse to provide refreshments for something like this." She also noted that the Comptroller General (Chapter 4-118) states that combining an awards ceremony with another social event warrants greater scrutiny. █████ added that █████ should take up a collection and not use government money.

On August 29, 2007, █████ was asked to consent to a polygraph examination concerning discrepancies between her statements and █████ statement, regarding the creation of a fraudulent document that was drafted in late April 2007, and backdated to February 5, 2007. █████ consented to the polygraph examination and it was the opinion of the polygraph examiner that her answers were truthful (**Attachment 8**).

On September 6, 2007, █████ was asked to consent to a polygraph examination. When faced with submitting to a polygraph examination, █████ decided instead to provide a statement to investigating agents (**Attachment 9**). █████ stated she interpreted the conversation with █████ on April 20, 2007, to mean that █████ wanted a document dated around the time of the event. █████ then instructed █████ to create a document that was dated around the time of the █████ retirement party (February 6, 2007) and to submit to DOI as NIGC justification. While it was █████ understanding that █████ wanted the document dated around the time of the party, she admitted █████ never specifically told her to backdate the February 5, 2007 memo to Bank of America.

█████ stated that she now knows it was a mistake to draft a backdated memo and took responsibility. █████ stated she did not intentionally try to deceive the government or do something improper. She felt by generating this memo it would resolve the problem between NIGC and DOI concerning the disputed charge of \$901.54.

SUBJECT(S)

█████
Director of Administration
National Indian Gaming Commission
1441 L Street NW, Suite 9100
Washington, DC 20005

DISPOSITION

This case was declined for criminal prosecution and is being referred to NIGC for administrative action.

ATTACHMENTS

1. Memo to the Bank of America from NIGC, dated February 5, 2007.
2. IAR-interview of [REDACTED] on August 15, 2007.
3. IAR- interview of [REDACTED] on July 25, 2007.
4. Written statement by [REDACTED] dated July 26, 2007.
5. IAR-interview of [REDACTED] on August 21, 2007.
6. IAR-interview of [REDACTED] on June 8, 2007.
7. E-mail from [REDACTED] to [REDACTED] dated April 24, 2007.
8. Polygraph results for [REDACTED] dated August 29, 2007.
9. IAR-second interview of [REDACTED] on September 6, 2007.



United States Department of the Interior
OFFICE OF INSPECTOR GENERAL
381 Elden Street, Suite 1120
Herndon, VA 20170

Memorandum

To: [REDACTED]
Chief of Staff, National Indian Gaming Commission

From: [REDACTED]
Special Agent in Charge, Eastern Region Investigations

Date: January 19, 2010

Subject: Referral for Informational Purposes – No Response Required

Re: NIGC Contract Awarded to Analysis Group
DOI-OIG Case Number OI-VA-08-0358-I

This office has concluded an investigation of contract GS10F0261N, awarded to the Analysis Group Inc. The investigation was predicated on allegations of possible inappropriate contracting practices by a former employee.

While this information is provided to you for informational purposes only, please return the enclosed Report of Investigation in its entirety within 90 days from the date of this memorandum to:

U.S. Department of Interior
Office of the Inspector General
Office of Investigations
12030 Sunrise Valley Drive, Suite 350
Reston, VA 20191

If during the course of your review you develop information or questions that should be discussed with this office, please contact me at (703) 487-8026.

Attachment: Report of Investigation OI-VA-08-0358-I



**United States Department of the Interior
Office of Inspector General**

REPORT OF INVESTIGATION

Case Title NIGC CONTRACT AWARDED TO ANALYSIS GROUP	Case Number OI-VA-08-0358-I
Reporting Office HERNDON, VIRGINIA	Report Date DECEMBER 2, 2009
Report Subject REPORT OF INVESTIGATION	

SYNOPSIS

The Office of Inspector General (OIG), Department of the Interior (DOI), opened an investigation based on a complaint made by ██████████ Chief of Staff, National Indian Gaming Commission (NIGC). ██████████ alleged that there were unusual circumstances surrounding contract GS10F0261N, awarded to Analysis Group Inc. (AGI). The contract relates to Purchase Order (PO) number: NBCP06604. The requirement is stated as an Economic Impact Study – Prospective Class II Gaming Regulation changes. ██████████ noticed that the contract was sole sourced and that it was modified at least twice, significantly increasing the price. ██████████ expressed concern that the former NIGC, Chief of Staff, ██████████ may have had ulterior motives that resulted in inappropriate contracting practices.

The OIG conducted an investigation to determine if there were criminal or administrative violations associated with contract GS10F0261N. The OIG investigated and evaluated the actions of the former NIGC, Chief of ██████████ the contractor, ██████████ AGI, the contracting Officer (CO) ██████████ National Business Center (NBC) and the NIGC, Purchasing Agent (PA), ██████████ ██████████. The OIG Acquisition Integrity Unit (AIU) analyzed the contract for irregularities.

The OIG investigation found that the federal government received the desired product for a price commensurate with the deliverable. The OIG investigation determined that the actions associated with contract GS10F0261N were not criminal. The OIG investigation discovered administrative irregularities that were explained to the satisfaction of the OIG, AIU. The OIG investigation accepted a small degree of ambiguity due to the fact that, ██████████ one of the four individuals integrally involved in the process, is deceased. Assistant United States Attorney (AUSA), Chief, Major Frauds, ██████████ United States District Court for the Eastern District of Virginia declined prosecution.

Reporting Official/Title ██████████/Special Agent	Signature ██████████
Approving Official/Title ██████████/Special Agent in Charge	██████████
Authentication Number: 56D10D95F3AA4045B6A14188E487A551	

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BACKGROUND

“Congress passed Public Law 100-497, the Indian Gaming Regulatory Act (IGRA), in 1988, recognizing Indian Gaming rights. The IGRA TYPES OF GAMBLING Class Description Class I Social games for prizes of minimal value, and traditional forms of Indian gaming engaged in as part of tribal ceremonies or celebrations. Class II Bingo and similar games, pull tabs, tip jars, punch boards, lotto, instant bingo, and some card games, excluding house banking card games such as blackjack and baccarat and excluding certain nonbanking card games. Class III All other forms of gaming, including banking card games, slot machines, craps, pari-mutuel horse racing, dog racing, and lotteries. Class I gaming is regulated solely by tribes. Class II gaming is regulated solely by tribes if they meet conditions set forth in IGRA. Regulation of Class III gaming is governed by tribal-state compacts (**Attachment 1**).”

DETAILS OF INVESTIGATION

On July 14, 2008, the Office of Inspector General (OIG), Department of the Interior (DOI), opened an investigation based on a complaint made by Hotline Email E003806 by ██████████, Chief of Staff, National Indian Gaming Commission (NIGC), Washington, DC ██████████ alleged that ██████████ of ██████████, former Chief of Staff, NIGC, was responsible for sole sourcing a contract to ██████████ of Analysis Group Incorporated (AGI) to perform a study on the economic impact analysis of proposed Class II gaming regulations under consideration by the NIGC ██████████ alleged that the initial contract appeared to cost \$150,000.00; however, it was modified twice to add \$320,000.00 and \$200,000.00 respectively to bring the total to \$670,000.00, more than tripling the original price (**Attachment 2 & 3**).

The DOI, OIG determined a need to open the investigation based on the complaint by ██████████ coupled with an initial assessment of the contract by the OIG, Acquisition Integrity Unit (AIU). The initial contract review was conducted on June 2, 2008 and determined that the actual origination of the contract was in the form of a Purchase Order (PO) number: NBCP06604, in the amount of \$10,000.00, signed by ██████████, Contracting Officer (CO), National Business Administration, and was modified to eventually reach a total of \$670,000.00 as alleged by ██████████. The OIG, AIU also noted that it appeared that significant portions of the Statement of Objectives (SOO) were taken directly from a letter from the contractor, ██████████, to the NIGC (**Attachment 3**).

On July 30, 2008, the DOI, OIG interviewed the complainant, ██████████, Chief of Staff, NIGC at NIGC Headquarters located at 1441 L. Street NW, Suite 9100 Washington, DC 20005 (**Attachment 4**). ██████████ stated that when she came to work for NIGC in January 2008, she was immediately tasked with reviewing current contracts that had pending payments. One of the contracts she reviewed was the “██████████ cost analysis.” ██████████ explained that ██████████ worked for the Analysis Group, and was hired to do an economic impact analysis on NIGC proposal for new Class II gaming regulations. ██████████ stated that NIGC was trying to define exactly what Class II gaming was, so there would be no further arguments on the difference between Class II and Class III gaming in Indian country.

██████████ reviewed the contract between NIGC and the Analysis Group. During ██████████ review she discovered the contract was a sole source contract that had gone from \$150,000 to a total of \$529,753. When ██████████ spoke to NIGC management about the contract and determined they only knew about the contract costing \$150,000. ██████████ explained that ██████████ never discussed paying the additional \$379,753 with the Office of General Council or the chairman.

█ stated that after reviewing the Analysis Group contract, she wrote a justification to pay the outstanding \$25,000, and terminated the contract. After the last payment to the Analysis Group, █ stated she reported what she had found to the OIG.

█ stated there was a “100 percent chance that █ was trying to get outside work after he torpedoed the regulations.” █ explained that █ had aspirations of working as a lobbyist for tribal interest groups once he left the NIGC. █ stated █ nick name around NIGC was █.”

On September 5, 2008, the DOI, OIG interviewed █, Contracting Officer (CO), Acquisition Services Directorate, National Business Center (NBC), at the Main Interior Building (MIB), located at 1849 C Street NW, Office 1218, Washington, DC 20240 (**Attachment 5**). █ was the contracting officer (CO) for the specific contract that was awarded to █ of Analysis Group Inc. (AGI), on behalf of NIGC, through other than full and open competition.

█ confirmed the original contract for an economic impact study was awarded to AGI for \$10,000. █ admitted that the contract was subject to several significant modifications resulting in a final cost to the government exceeding \$500,000. █ defended his position and actions as the CO responsible for the contract stating that he was authorized under the Federal Acquisition Regulations (FAR), subpart 13.501 (b) (1) to award the contract to AGI for expert services. █ explained that the award was not a sole source, but for other than full and open competition. █ explained and detailed his defense stating that the contract was originally pitched to him as a \$10,000 expenditure in totality. According to █ it was only later that he was informed that the \$10,000 was supposed to act as a retainer for a much more expensive undertaking that would require several updates and edits over a year’s time due to future meetings and developing statistics.

█ noted several other factors that played a role in his actions as the CO in this instance. █ stated that the chief of staff for the NIGC at the time, █, who was responsible for the impetus behind the contract, specifically wanted █ to receive the contract. █ said that awarding the contract for other than full and open competition under the expert services exception made perfect sense based on the initial low cost and the fact that the statement of work required expert services that matched █ proffered skill set.

█ said that once he was aware that the contract was actually going to cost a considerable sum more than initially described to him, he performed due diligence as appropriate and made the contract work within the framework established by the FAR. █ stated that he managed this by locating AGI in the Central Control Registry and also in the General Services Administration (GSA), Federal Supply Schedule. █ stated that he was able to locate a similar product and compare the cost favorably to the current contract with modifications and that AGI was paid similarly in the past by a separate government entity.

█ admitted that as the CO it was entirely possible that he did not have the full picture. █ offered several alternative and mitigating possibilities that center on the NIGC as an organization. █ stated that it is his understanding that the NIGC is only, “partially,” a government organization and while federal contracting requirements definitely apply to the NIGC, it has been his experience that many of the employees have not been successfully convinced of this fact and operate accordingly.

█ elaborated on his perceptions at the time reiterating that these types of miscommunications and

miscues were not out of the ordinary when dealing with NIGC in general and [REDACTED] as the chief of staff in particular. [REDACTED] stated that once the second award was made to AGI for \$150,000 as a modification, the additional modifications became non-severable as there existed a need to have AGI complete the study. [REDACTED] re-stated that the NIGC misled him and that although he is not, "comfortable," with the way the contract developed, he is, "satisfied," that, as the CO, he met the requirements detailed in the FAR.

On January 15, 2009, the DOI, OIG, telephonically interviewed [REDACTED], Contractor, AGI, 601 S. Figueroa Street, Suite 1300, Los Angeles, CA 90017 (**Attachment 6**). [REDACTED] stated that his consultant company, AGI, was contracted by the NIGC to perform an independent study and provide a report on the potential economic impact of proposed changes to Class II gaming regulations. [REDACTED] stated that he did conduct the study and provided a report dated November 3, 2006. [REDACTED] stated that to the best of his knowledge he was selected based on his unique qualifications and the time constraints originally specified. [REDACTED] elaborated stating that he is well known within the Indian gaming industry and has a reputation for impartial professional work. [REDACTED] stated that he puts out a general report dealing with Indian gaming issues annually that is highly regarded and that this annual report speaks to the fact that he is current on the background surrounding the proposed study. [REDACTED] explained that this would make him a clear choice for performing the study as opposed to someone with similar academic credentials who would require additional time to become familiar with and understand the industry.

[REDACTED] recounted a resume of professional accomplishments within the Indian gaming industry that showcased his reputation for sound research and analysis to include having testified before the California State Senate regarding Indian gaming issues. [REDACTED] stated that he is an economist with a doctorate. [REDACTED] stated that he is an economist with a doctorate. [REDACTED] offered this information as evidence of the fact that he is a professional who would be a logical choice for the study proposed by the NIGC. [REDACTED] offered this information to demonstrate that he would permanently damage his career if he were compromised by providing anything but an unbiased, independent study.

[REDACTED] stated that he requested a \$10,000 retainer before he began work on the study. [REDACTED] said he was aware of some issue with the contract because of problems that occurred when he billed NIGC for payment. [REDACTED] stated that he was unaware of the details or what was necessary to correct the situation on the government's side. [REDACTED] said that the significant increase in price was due to significant changes in the parameters for the study and reflected an increase in the time covered. [REDACTED] said that these changes were requested by the NIGC. [REDACTED] gave an admittedly oversimplified analogy, stating that it was similar to asking for a quote from an automobile mechanic for replacing one tire and then eventually demanding that he replace all four tires and the wheels associated with them. [REDACTED] stated that the price was standard for this type of work performed by a person with his credentials.

[REDACTED] unequivocally stated that he has never had anything but a professional relationship with [REDACTED]. [REDACTED] noted that he has never met [REDACTED] in person. [REDACTED] recounted that he first dealt with [REDACTED] when [REDACTED] contacted him to inquire about AGI performing the study. [REDACTED] stated that he dealt with [REDACTED] extensively via telephone and email with regard to the study. [REDACTED] stated that he has had minimal, professional contact with [REDACTED] via telephone since [REDACTED] left the NIGC. [REDACTED] stated that [REDACTED], among many others, provided a complementary blurb praising [REDACTED] work to be used for marketing a different report.

On January 21, 2009, the DOI, OIG interviewed [REDACTED], the former Chief of Staff, NIGC

(Attachment 7). [REDACTED] stated that he is presently self employed as a consultant working under the LLC, V Advisors. [REDACTED] said that he consults on financial restructuring and Indian Issues, primarily class II gaming. [REDACTED] stated that he served as the chief of staff of the NIGC from November 2005 to November 2007 and that when he started in this position the NIGC was approximately a year into the process of issuing Class II gaming regulations to include technical definitions and minimal internal controls. [REDACTED] said that this process led to the contract awarded to [REDACTED], of AGI.

[REDACTED] summarized the significant issues surrounding the Class II gaming regulations. [REDACTED] stated that games defined as Class II do not require the tribes to share the revenue with the state. [REDACTED] claimed that traditionally Class II games require more than one touch thereby decreasing their popularity and by extension, their associated revenue. [REDACTED] said that bingo specifically is at issue as it has customarily been considered a Class II game in any form. [REDACTED] stated that types of games based on bingo have been challenged as bastardizations developed to circumvent the traditional Class II definitions thereby allowing the tribes to keep all of the revenue on games that are not actually Class II. [REDACTED] stated that most everyone agrees that a bright line distinction is necessary. [REDACTED] noted that at this time no final resolution has been determined.

[REDACTED] stated that the NIGC felt the nature of the regulations suggested that the cost of implementation was going to be high with regard to the industry. [REDACTED] explained that the NIGC believed that there was a probability of coming up against the Congressional Review Act or other congressional acts that have thresholds of economic impact. [REDACTED] recounted that the NIGC felt that it would be prudent to bring in an outside entity to provide a study of the potential economic impact. According to [REDACTED] the NIGC did not feel competent to conduct the study themselves, as the issue was politically charged. [REDACTED] stated that it was decided that a respected professional recognized within the industry would be required. [REDACTED] noted that time was also a consideration as the chairman of the NIGC, [REDACTED], had set a deadline for issuing the Class II gaming regulations.

[REDACTED] stated that as the chief of staff he was responsible for all of the general contracts to include the contract awarded to [REDACTED]. [REDACTED] explained that he did not get involved in the technical details of the contracts, noting that the NIGC had a Purchasing Agent (PA), [REDACTED], and that the NIGC used a CO from the NBC, DOI, when there was a need for one. [REDACTED] confirmed that [REDACTED] was the CO who handled the [REDACTED] contract. [REDACTED] stated that he never met or spoke with [REDACTED] as that was not his [REDACTED] role. [REDACTED] explained that the way the process worked was that the NIGC would determine a need and as the chief of staff he would convey that need to PA [REDACTED] who in turn would take care of it or pass it on to a CO with NBC depending on what was required. [REDACTED] stated that he would be the contact if additional information or clarification was necessary for the PA or CO to perform their task.

[REDACTED] stated that [REDACTED] was a known entity in the industry and among the NIGC staff. [REDACTED] stated that the consensus at the NIGC was that [REDACTED] met the above requirements and would be a perfect fit for accomplishing the necessary study. [REDACTED] stated that he knew [REDACTED] by reputation as [REDACTED] put out an annual report dealing with Indian gaming that was respected within the industry and that the NIGC had purchased in the past. [REDACTED] stated that [REDACTED] was a name that would bring credibility to the study based on his body of work on the subject. [REDACTED] noted that he has never met [REDACTED] in person and had never had any contact with [REDACTED] prior to the need for the economic impact study. [REDACTED] said that he spoke to [REDACTED] countless times on the telephone on behalf of the NIGC following the decision to have [REDACTED] perform the study. [REDACTED] stated that to

his knowledge no one employed by the NIGC knew [REDACTED] personally; however, many were familiar with his work.

[REDACTED] admitted that he does have personal views as to how the issue should be decided. [REDACTED] stated that he believes that the tribes view on Class II gaming is the correct one. [REDACTED] highlighted that his views were known when he accepted the position of chief of staff with the NIGC. [REDACTED] stated that the contract was sole sourced for no other reason than timing and that his job as the chief of staff of the NIGC was to execute the policy of the commission. [REDACTED] stated that the commission wanted to publish the regulations and he was working hard to get them published and that his personal leanings at the time were not a factor. [REDACTED] stated that he did eventually leave the organization based on his differences of opinion with Chairman [REDACTED] policy. [REDACTED] noted that [REDACTED] never voiced those differences before he left the NIGC.

[REDACTED] stated that he did not choose [REDACTED] but rather collaborated with senior staff and the chairman to choose [REDACTED]. [REDACTED] once again stressed that the time line was pressing; however, if anyone on the senior staff had voiced reservations about [REDACTED] then [REDACTED] would not have been selected. [REDACTED] claimed that [REDACTED] was considered, "middle of the road," on the Class II gaming regulation issue, hence the merit in the commission's selection. [REDACTED] stated there was absolutely no direction given to [REDACTED] that would compromise the independence of the report. [REDACTED] noted that it would be counterproductive for [REDACTED] and his future business prospects to consider it.

[REDACTED] opined that any miscommunication or misunderstanding resulting in the unorthodox and irregular manner in which the contract was let and subsequently modified to allow for a tremendous increase in price would rest with PA [REDACTED], who [REDACTED] described as incompetent and lazy. [REDACTED] stated that [REDACTED] passed on about a year ago. [REDACTED] related how the request by [REDACTED] for a \$10,000 retainer relayed to him ([REDACTED] and then to [REDACTED] via [REDACTED] explains how the contract could be mistakenly let for that amount and also the subsequent need to modify it. [REDACTED] additionally stated that further modifications were also necessary to accommodate additional requirements for the report by the NIGC.

[REDACTED] stated in summary that he has never had any type of personal relationship with [REDACTED] and that [REDACTED] was chosen specifically because of his unique expertise and qualifications and his ability to complete an independent study within the required time frame. The modifications to the contract were necessary initially due to a misunderstanding by the NIGC PA [REDACTED] and again later to accommodate and address the changing parameters associated with the report. [REDACTED] stated that [REDACTED] did provide what he was contracted to provide. [REDACTED] stated that he never received any benefit, gift or compensation of any kind from [REDACTED]. [REDACTED] agreed to take a polygraph with regard to his statements if necessary.

On June 22, 2009, DOI, OIG, presented case OI-VA-08-0358-I, NIGC contract awarded to analysis group, to Assistant United States Attorney (AUSA), Chief, Major Frauds, [REDACTED], United States District Court for the Eastern District of Virginia (**Attachment 8**).

The case was presented to [REDACTED] based on the significant amount of federal government money involved and the seriousness of the original allegation of fraud coupled with the relevant history of the subject. On this date, AUSA [REDACTED], declined prosecution of this case based on lack of prosecutive merit.

SUBJECT(S)

[REDACTED], V Advisors, LLC, Managing Director.

DOB: [REDACTED]

SS#: [REDACTED]

Address: P.O. Box 57122, Washington, D.C. 20037

Phone #: (202) [REDACTED]

UNDEVELOPED LEADS

N/A

DISPOSITION

The DOI, OIG investigative findings determined that no action need be taken with regard to the allegations concerning allegations of inappropriate contracting practices on the particular contract, GS10F0261N, awarded to Analysis Group Inc. (AGI). The contract relates to Purchase Order (PO) number: NBCP06604. The DOI, OIG investigation found that the allegations suggesting that the former chief of staff arranged to purposely deceive the NBC, CO, in an effort to sole source a large contract under the guise of a small contract for political or fiscal reasons were unfounded. The investigation determined that the federal government received the desired product at market price. The investigation found that a management advisory would not be applicable considering the untimely death of the NIGC, PA and the fact that the subject no longer works for the federal government. The subject's replacement was the complainant and is unlikely to make the same procedural errors.

ATTACHMENTS

1. PDF – Background IGRA.
2. Hotline Email E003806.
3. IAR – Contract Review on May 16, 2008.
4. IAR– interview of [REDACTED] on July 14, 2008.
5. IAR – interview of [REDACTED] on September 5, 2008.
6. IAR – interview of [REDACTED] on January 15, 2009.
7. IAR – interview of [REDACTED] on January 21, 2009.
8. IAR – interview of [REDACTED] on June 22, 2009.



**United States Department of the Interior
Office of Inspector General**

REPORT OF INVESTIGATION

Case Title [REDACTED] and Southwest Casino and Hotel Corporation	Case Number PI-PI-08-0526-I
Reporting Office Program Integrity Division	Report Date January 23, 2009
Report Subject Closing Report of Investigation	

SYNOPSIS

We initiated this investigation based upon a complaint from the Cheyenne and Arapaho Tribes. The complaint originated from an e-mail that was found during an audit conducted by [REDACTED] LLP. The Cheyenne and Arapaho Tribal Supreme Court issued an order to hire an independent audit firm based on allegations they received from Governor [REDACTED] against the Southwest Casino and Hotel Corporation (Southwest). Southwest manages the Lucky Star Casinos, which are owned by the Cheyenne and Arapaho Tribes, and [REDACTED] alleged that Southwest was charging too much money for their work, bribing tribal members, and taking inappropriate travel. During this audit, an e-mail was discovered from a lobbyist that referenced [REDACTED] Chairman of the National Indian Gaming Commission (NIGC), and gave the appearance that [REDACTED] had been wrongfully favoring Southwest during contract negotiations with the Cheyenne and Arapaho Tribes.

Based on our interviews and the analysis of the e-mail found by [REDACTED] we were unable to substantiate the allegation that [REDACTED] favored Southwest during contract negotiations with the Cheyenne and Arapaho Tribes. NIGC became involved in the contract negotiations between Southwest and the Tribes when the tribal council was trying to extend the Southwest contract and [REDACTED] refused to sign the extension. Initially, NIGC conducted extensive research and determined that the contract was invalid without [REDACTED] signature. The Tribal Court for the Cheyenne and Arapaho Tribes determined that the extension was valid without [REDACTED] signature, once [REDACTED] had learned of the Tribal Courts decision he too approved the extension based on the Tribal Courts decision since they are a sovereign nation. Ultimately, it was then brought to the Tribal Supreme Court, which overturned the decision based on the Tribes' new constitution and ruled that the governor had to sign the extension. Once [REDACTED] heard about the Tribal Supreme Court's ruling, he also changed his decision and denied the contract extension.

Reporting Official/Title [REDACTED]/Special Agent	Signature [REDACTED]
Approving Official/Title [REDACTED]/Director of Program Integrity	Signature [REDACTED]

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(001332 and 001333), with no response.

Agents Note:

We interviewed [REDACTED], Senior Attorney at NIGC, who stated that she has never been contacted by a lobbyist or representative of Southwest during contract negotiations between Southwest and the Cheyenne and Arapaho Tribes (**Attachment 4 and 5**). [REDACTED] stated that she has never heard of [REDACTED] but his company, Capital Campaigns, sounded familiar; however, [REDACTED] stated that she has never dealt with [REDACTED] or Capital Campaigns. As far as [REDACTED] knew, no one at NIGC has dealt with [REDACTED] or Capital Campaigns.

We interviewed [REDACTED], who stated that the Cheyenne and Arapaho Tribes have had many internal problems over the past few years (**Attachment 6**). When [REDACTED] was elected as the new governor of the Cheyenne and Arapaho Tribes, he began reviewing all of the financial spending of the Tribes and the financial spending of the two casinos the Tribes have (Lucky Star Casino, Concho, OK, and Lucky Star Casino, Clinton, OK).

[REDACTED] stated that [REDACTED] made several allegations against Southwest, who managed the two casinos for the Cheyenne and Arapaho Tribes. The allegations included that Southwest was taking too much money for their work, bribing tribal members, and taking inappropriate travel. According to [REDACTED], [REDACTED] was hired by the Tribes after a tribal court decision was made to have an independent audit conducted of the Tribes, the casinos, and Southwest.

The NIGC became involved when the tribal council was trying to extend the Southwest contract and [REDACTED] refused to sign the extension. [REDACTED] stated that his contract division at the NIGC reviewed the contract extension between the Cheyenne and Arapaho Tribes and Southwest. During their review, they conducted extensive research and interviews and determined the contract was not valid without [REDACTED] signature, so [REDACTED] denied the extension. [REDACTED] recalled that the issue was then taken to Tribal Court at the Cheyenne and Arapaho Tribes' reservation, and the court determined the contract extension was valid without [REDACTED] signature (**Attachment 7**). [REDACTED] stated that since the Tribes are sovereign nations he went along with the ruling that the Tribal Court had decided, and granted the contract extension to Southwest. [REDACTED] then appealed the Tribal Court decision to the Tribal Supreme Court. The Supreme Court overturned the decision based on the Tribes' new constitution that specifically outlined the steps for renewing or selecting a management company and the processes for issuing contracts (**Attachment 8**). The Supreme Court ruled that the governor had to sign the extension for Southwest, which overturned the earlier decision by the Tribal Court. [REDACTED] stated that once he heard the decision by the Supreme Court, he also changed his decision and denied the contract extension for Southwest (**Attachment 9**).

[REDACTED] stated that this contract issue was handled like any other, but since the FBI had several investigations on Cheyenne and Arapaho tribal members at the time, he wanted to make sure they took their time and made the right decision. [REDACTED] explained the process of how NIGC validates a good or bad contract for tribal casinos' management companies, by stating that his staff analyzes all of the information gathered from both the tribe and the management company. A thorough background investigation is completed on the new management company and a thorough review of the proposed contract is conducted. [REDACTED] explained that once the review has been completed, he reviews all the information and makes his final decision on whether or not to grant an extension or new contract to the

management company. However, if [REDACTED] decision is appealed, the commissioners at NIGC and he [REDACTED] would make the final decision.

[REDACTED] was asked if he ever lived next to or near a lobbyist, an employee of Southwest, or anyone involved in this situation with Southwest and the Cheyenne and Arapaho Tribes, and [REDACTED] responded, "No." [REDACTED] stated that the only person he knew from Southwest was [REDACTED]. [REDACTED] stated that he knew [REDACTED] from his attendance at conferences involving Indian gaming when [REDACTED] was the Chairman of Indian Gaming for Oklahoma. [REDACTED] stated that two of his friends, [REDACTED] and [REDACTED], had worked for NIGC in the past as Chief of Staffs and were now lobbyists for Ietan Consulting. [REDACTED] said neither [REDACTED] had anything to do with this issue. [REDACTED] was asked if he knew [REDACTED] Capital Campaigns Inc., lobbyist, and [REDACTED] said, "No."

As part of our investigation we reviewed over 2,000 e-mails from [REDACTED] government e-mail account. [REDACTED] also provided any e-mails from [REDACTED] that he had a record of in his files. After a review of all the e-mails from both [REDACTED] government account and the e-mails [REDACTED] provided, our investigation was unable to find any e-mails that showed he favored Southwest during the contract extension between Southwest and the Cheyenne and Arapaho Tribes (**Attachment 10**).

We also reviewed the [REDACTED] Audit Report dated August 18, 2008. We were unable to locate any additional documentation that supported the allegation that [REDACTED] had favored Southwest during the contract extension with the Cheyenne and Arapaho Tribes (See Attachment 10).

During our interview with [REDACTED], she stated that the NIGC just received the [REDACTED] report and were conducting a new review (See Attachments 4 and 5). As of the date of this report, NIGC had not finished their review.

SUBJECT

[REDACTED], Chairman, National Indian Gaming Commission.

DISPOSITION

This investigation is closed within the files of this office.

ATTACHMENTS

1. Written Complaint from the Cheyenne and Arapaho Tribes (no date).
2. E-mail from [REDACTED] to [REDACTED] dated November 13, 2007.
3. IAR-phone conversation with [REDACTED] dated October 20, 2008.
4. IAR-Interview of [REDACTED] on October 24, 2008.
5. Transcript-of the interview with [REDACTED] on October 24, 2008.
6. IAR-Interview of [REDACTED] dated October 8, 2008.
7. Tribal Court decision dated May 18, 2007.
8. Tribal Supreme Court decision dated August 17, 2007.
9. NIGC decision dated August 17, 2007.
10. IAR-Document review dated December 29, 2008.



United States Department of the Interior

OFFICE OF INSPECTOR GENERAL
Washington, DC 20240

MAR 9 2009

Memorandum

To: Thomas L. Strickland
Chief of Staff

From: Stephen A. Hardgrove [REDACTED]
Acting Deputy Inspector General

Subject: Report of Investigation— [REDACTED] (Travel)

The Office of Inspector General recently concluded an investigation based on allegations from a confidential source alleging that [REDACTED] Chairman, National Indian Gaming Commission, engaged in travel fraud. The complainant stated that [REDACTED] whose official duty location was in Washington, DC, maintained his private residence in South Dakota, traveling there frequently claiming official government travel.

Our investigation determined that [REDACTED] overcharged the government \$3,620.15 for travel between 2003 and 2008, in violation of Title 18 USC 641, Theft of Government Funds and Title 18 USC 1001, False Statements. On eleven specific travel vouchers, [REDACTED] traveled to or from South Dakota instead of his duty location of Washington, DC. We determined that traveling to or from South Dakota was a higher cost to the government compared to traveling to or from Washington, DC.

Our findings were presented to an Assistant United States Attorney, District of Columbia; however, they declined the case for prosecution due to available administrative remedies.

We are providing this report to you for whatever administrative action you deem appropriate. Please send a written response to this office within **90 days** advising of the results of your review and actions taken. Also enclosed is an Investigative Accountability form, please complete this form and return it with your response. Should you need additional information concerning this matter, you may contact me at (202) 208-5492.

Attachment



**United States Department of the Interior
Office of Inspector General**

REPORT OF INVESTIGATION

Case Title ██████████ (Travel)	Case Number PI-PI-08-0527-I
Reporting Office Program Integrity Division	Report Date February 25, 2009
Report Subject Closing Report of Investigation	

SYNOPSIS



We initiated this investigation based upon a complaint we received from a confidential source, who alleged that ██████████, Chairman, National Indian Gaming Commission, engaged in travel fraud. The complainant stated that ██████████, whose official duty location was Washington, DC, maintained his primary private residence in South Dakota. It was alleged that ██████████ frequently traveled to South Dakota claiming official government travel.

Our investigation determined that ██████████ overcharged the government \$3,620.15 for travel between 2003 and 2008, in violation of Title 18 USC 641, Theft of Government Funds. On eleven specific travel vouchers, ██████████ traveled to or from South Dakota instead of his duty location of Washington, DC. We determined that traveling to or from South Dakota was a higher cost to the government compared to traveling to or from Washington, DC. ██████████ signed all eleven of the vouchers certifying they were in compliance, in violation of Title 18 USC 1001, False Statements.

Our findings were presented to ██████████, Assistant United States Attorney, District of Columbia, who declined the case for prosecution due to available administrative remedies. This report is being forwarded to the Office of the Secretary for administrative action.

BACKGROUND:

The National Indian Gaming Commission's (NIGC) primary mission is to regulate gaming activities on Indian lands for the purpose of shielding Indian tribes from organized crime and other corrupting influences; to ensure that Indian tribes are the primary beneficiaries of gaming revenue; and to assure that gaming is conducted fairly and honestly by both operators and players.

Reporting Official/Title ██████████/Special Agent	Signature  ██████████
Approving Official/Title ██████████/Director, Program Integrity Division	Signature  ██████████

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To achieve these goals, the NIGC is authorized to conduct investigations; undertake enforcement actions, including the issuance of violation, assessment of civil fines, and/or issuance of closure orders; conduct background investigations; conduct audits; and review and approve Tribal gaming ordinances.

█████ joined the Department in 2001 from the private practice of Indian law in Rapid City, SD, where he was affiliated with the national law firm of Holland & Knight LLP. Before commencing that practice █████ served as an Associate Member and the Vice Chairman of the NIGC. █████ was the first director of the Department's Office of American Indian Trust. Prior to having been named to that post, █████ was the United States Attorney for the District of South Dakota, serving in that position for more than ten years. While serving as U.S. Attorney, █████ served on the Department of Justice's Indian Affairs Subcommittee of the Attorney General's Advisory Committee. █████ was appointed by President Bush as the Chairman of the NIGC in November of 2002.

DETAILS OF INVESTIGATION

On September 9, 2008, we initiated this investigation in response to a complaint from a confidential source who made allegations of travel fraud against █████, Chairman, National Indian Gaming Commission (NIGC) (**Attachment 1**). Specifically, the complaint alleged that █████ maintained his primary residence in South Dakota, instead of his duty location of Washington, DC.

During our investigation, we reviewed 131 travel vouchers that totaled 185 trips (several vouchers included multiple trips) (**Attachment 2**). Out of the 185 trips, dated between 2003 and 2008, we identified eleven inappropriate trips resulting in █████ overcharging the government \$3,620.15 in travel expenses (**Attachments 3 through 13**). All eleven trips either started from South Dakota or involved travel to South Dakota, when he should have either started his travel from his duty station of Washington, DC, or concluded his travel in Washington, DC. We were able to determine that █████ owed the government \$3,620.15 by comparing the General Service Administration (GSA) city-pair airline contract rates from █████ post of duty in Washington, DC, to the actual cost █████ claimed on his signed travel voucher. The following is a breakdown of each trip in question:

#	Travel Dates	Destination	Air fare Claimed	GSA city-pair	Difference	Attachment
1	5/27/03-5/29/03	South Dakota (SD) to Oklahoma City, OK	\$696.50	\$286.00	\$410.50	See attachment 3
2	11/2/03-11/11/03	DCA to Las Vegas to Oklahoma City, OK (he paid from OK to SD) then from SD to DCA	\$214.00	\$173.00	\$41.00	See Attachment 4
3	12/1/03-12/4/03	South Dakota (SD) to Ontario, CA to DC	\$474.50	\$452.00	\$22.50	See Attachment 5
4	8/16/04-8/17/04	SD to Hartford, CT (Round Trip)	\$1,678.89	\$590.00	\$1,088.89	See attachment 6
5	8/11/05-8/12/05	SD to Sacramento, CA (Round Trip)	\$933.30	\$600.00	\$333.30	See attachment 7
6	10/2/05-10/3/05	SD to Tulsa, OK (Round Trip)	\$597.30	\$296.00	\$301.30	See attachment 8

7	5/31/06-6/5/06	SD to Oklahoma City, OK to Boston, MA to Syracuse, NY to Washington, DC (DCA)	\$442.10	\$191.00	\$251.10	See attachment 9
8	10/19/06-10/26/06	DCA to St. Paul (Personal time), to Fargo, ND to Traverse City, MI to DCA	\$615.60	\$239.00	\$376.60	See attachment 10
9	6/4/07-6/25/07	SD to IAD, should have been Kansas City to DCA	\$297.96	\$160.00	\$137.96	See attachment 11
10	1/13/08-1/21/08	Baltimore Washington International (BWI) to Phoenix, AZ, return flight was SD to BWI [REDACTED] paid Phoenix to SD).	\$590.00	\$512.00	\$78.00	See attachment 12
11	7/14/08-7/17/08	SD to Seattle, WA, return flight was Seattle, WA to DCA.	\$1,033.00	\$454.00	\$579.00	See attachment 13
				TOTAL	\$3,620.15	

As the Chairman of the NIGC [REDACTED] was required to travel throughout the United States to either speak at Indian Gaming Conferences or to meet with various Native American Indian Tribes that had gaming concerns. [REDACTED] has maintained a primary residence in South Dakota where his wife resides. As part of [REDACTED] appointment he was required to have a post of duty in Washington, DC. Our investigation determined that [REDACTED] would try and combine official government travel in order to spend time at home in South Dakota.

When we first interviewed [REDACTED], he said that in his current position as Chairman of NIGC, his duty station is Washington, DC (**Attachment 14 and 15**). [REDACTED] stated that in August 2008, he terminated his Washington, DC apartment lease in anticipation of the administration change in January 2009. [REDACTED] said that since the termination of his lease he resided in local hotels while working out of his Washington, DC office. [REDACTED] felt it would be cost effective for him to pay for a hotel room rather than signing another lease for an apartment that he would most likely have to break. [REDACTED] also explained that his primary residence was in South Dakota.

[REDACTED] admitted he has recently looked at the government travel regulations, which he stated he probably has not looked at as carefully as he should have. [REDACTED] stated he now understands that if you combine personal travel with official travel you must repay the government any additional cost.

[REDACTED] stated that he made most of his own travel plans, except hotel arrangements for conferences. [REDACTED] stated that his executive assistant, [REDACTED], handled his reservations for the conferences and prepared his final travel vouchers for all travel. [REDACTED] said he would write down on a legal pad the expenditures he incurred for a particular trip and provide them to [REDACTED]

We also determined that from October 3, 2007 to June 3, 2008, [REDACTED] went over his allowed hotel per-

diem 23 times (See Attachment 1). [REDACTED] explained the reason he went over the government lodging per-diem rate, was because he would stay at the Indian Casinos that did not offer the government rate. [REDACTED] made the statement that the Indian casinos were their clients and NIGC was funded by the casinos not the government. [REDACTED] stated that it is typical for NIGC employees to arrange their lodging at the casinos when they visit an Indian casino.

When we interviewed [REDACTED] she said that since [REDACTED] was appointed as Chairman in December 2002, [REDACTED] always reserved his own flights and rental cars (Attachment 16). [REDACTED] stated that she would make [REDACTED] hotel reservations. She related that upon completion of a trip, [REDACTED] would give her a folder containing his receipts and handwritten notes explaining his travel. From these notes and receipts, [REDACTED] prepared the travel voucher and submitted it for reimbursement after it was reviewed and approved by one of the commissioners. She explained that if [REDACTED] was visiting South Dakota for personal reasons, he usually purchased a personal one-way ticket to South Dakota and then the official travel would start from South Dakota. [REDACTED] stated that for the most part, when [REDACTED] started his official travel in South Dakota, he would fly from his last location back to Washington, DC. However, [REDACTED] said that on occasion, [REDACTED] would return to South Dakota and then fly back to Washington, DC.

[REDACTED] said in August 2008, when the NIGC changed to an electronic travel system (Gov-Trip), she received additional training. During this time, [REDACTED] became aware that a cost comparison analysis was required when the traveler was not departing from their official duty location. [REDACTED] said that prior to August 2008, there were no cost-comparisons completed for [REDACTED] travel. [REDACTED], however, described [REDACTED] as being very frugal with NIGC monies.

[REDACTED], Field Investigator, NIGC, Rapid City, South Dakota, was interviewed regarding [REDACTED] travel to Rapid City, and confirmed that [REDACTED] travels to Rapid City "every few months" (Attachment 17). However, [REDACTED] stated that [REDACTED] main office was in Washington, DC. [REDACTED] indicated that prior to moving into their new office in July 2008, [REDACTED] would not have been able to work out of the old NIGC office because of limited office space. Due to this fact, [REDACTED] said [REDACTED] worked out of his home when he was in Rapid City.

[REDACTED] said that he believes [REDACTED] has returned to Rapid City for holiday breaks, like Christmas and New Years. [REDACTED] said when [REDACTED] worked out of his home, it was unlikely that [REDACTED] would come into the NIGC office.

[REDACTED] said since moving into their new office space, [REDACTED] has visited their office twice. [REDACTED] said their new office now has a workspace for [REDACTED] to conduct business when he comes back to Rapid City. When asked to clarify what business [REDACTED] conducts, [REDACTED] said [REDACTED] makes calls and holds meetings with constituents and tribal gaming officials.

[REDACTED], Field Investigator, NIGC, Rapid City, South Dakota, was also interviewed about [REDACTED] travel to Rapid City, who said that prior to moving into their new offices in July 2008, [REDACTED] rarely visited or worked out of the old NIGC office (Attachment 18). [REDACTED] said, however, that their old NIGC office was only able to accommodate two people at a time, thus making it impractical for [REDACTED] to work out of the office. [REDACTED] was uncertain as to the number of times [REDACTED] has traveled to the Rapid City area during the last year, but felt it averaged around twelve times.

Since 2005, [REDACTED] only remembers one or two meetings being held in the old NIGC office by [REDACTED].

█████ said he remembered during these meetings that █████ met with some local tribal officials; however, █████ indicated this wasn't normal since it is rare to have tribal officials come into their office. Additionally, █████ indicated that he believes most meetings with tribal officials occur in █████ Washington, DC, office or at a tribal location.

We interviewed █████, Regional Director of Enforcement (Region 4), NIGC, St Paul, MN, who said he was not aware of any time when █████ had traveled for business with intentions to use the business travel solely for personal reasons (**Attachment 19**). █████ said that he knew █████ had a house in South Dakota and a daughter in St Paul, MN, and that he usually visited both of them when he traveled to those respective locations; however, to his knowledge it was always done in conjunction with actual government business.

█████ stated that █████ used the South Dakota office to hold numerous meetings with tribes for various locations around that section of the country, as it was centrally located amongst the Midwest tribes. █████ said that he was initially suspicious of the office being opened in South Dakota, but after it was in operation it proved to be very useful and █████ stated he believed it saved the government quite a bit of money because of its central location and the fact that his employees did not have to travel nearly as often.

█████ was interviewed for a second time to clarify some additional questions about his travel (**Attachment 20**). During the interview, █████ admitted that he was "cheap" and that anytime he can save the American Indians, the Government, or himself money he would do so. █████ also admitted that on several trips he has not used the contracted travel agency that was designated by DOI. For example, he would use Expedia or Cheap Tickets instead. █████ stated that he would use these companies for both his government travel and his personal travel. █████ later admitted, "[W]e didn't do it right and I realize I should have been doing a cost comparison" when combining official government travel and personal travel.

At the end of the interview, █████ made the statement: "I have a home and a wife, a family that is more important to me than my job in Washington, DC, so I got home as much as I could."

On November 13, 2008, we requested █████ most recent travel vouchers (August to November 2008) from NIGC. █████ stated that █████ had not filed a voucher since August 2008. █████ stated █████ stopped submitting his travel vouchers since he learned of the OIG investigation (**Attachment 21**).

Agent's Note: The OIG opened the investigation on September 9, 2008.

We reviewed █████ government credit card activity from August 2008 to November 2008 and determined he traveled approximately 7 times without submitting any travel vouchers. █████ charged \$5,431.67 on his government credit card for airfare, hotels, and other centrally billed items. Since █████ had not filed a travel voucher within five business days of his return from official travel, he is in violation of 41 Code of Federal Regulations (CFR) Part 301, Federal Travel Regulations and Department of Interior Travel Policy and Financial Advisory Memos (FAM) (**Attachment 22**).

When █████ was interviewed for a third time, he explained that the reason he had not submitted any travel authorizations or vouchers for his travel between August 19, 2008 and October 29, 2008, was because he was waiting for responsible personnel who supported NIGC travel to be trained in Gov-

Trip (**Attachment 23**). He said that [REDACTED], Director of Administration, NIGC, was tasked with this mission. [REDACTED] related that the training had since been completed; however, he could not recall the date of the training.

When asked about the status of his pending travel vouchers, [REDACTED] said, "Done this between last week and this week, even one this morning." When asked how many he had completed he said, "Most of them."

He stated that the current cost comparison sheet attached to the recently prepared vouchers was based on recommendations they received from Gov-Trip training personnel. [REDACTED] explained that the delay in settling the travel in question was very much the exception. [REDACTED] indicated that having had his "bell rung," he was now on top of his travel. [REDACTED] related that he was not aware that DOI had a five-day policy to settle travel vouchers.

[REDACTED] explained that any new travel, when he started his official travel in South Dakota, would have a cost comparison sheet attached. If the final amount exceeded the reimbursable amount he would offset the difference.

At the end of our investigation we reviewed five of [REDACTED] vouchers from August 19, 2008 to October 29, 2008, to insure [REDACTED] was following the correct travel procedures (**Attachment 24 and 25**). Our review disclosed that in all but one of the trips (Authorization Number 0P0FJ1) [REDACTED] utilized a ticket company other than the approved General Services Administration (GSA) government contractor to purchase his airline tickets. The cost comparison sheets attached to three of the travel vouchers reflected a government savings as the GSA city-pair rates were compared to private ticketing agency rates.

SUBJECT(S)

[REDACTED], Chairman, National Indian Gaming Commission.

DISPOSITION

Our findings were presented to [REDACTED], Assistant United States Attorney, District of Columbia. After a review of the investigation, [REDACTED] decided to decline the case for prosecution. We are forwarding this report to the Office of the Secretary for any administrative action.

ATTACHMENTS

1. IAR-Interview of Confidential Source dated August 26, 2008.
2. IAR-Document Review of [REDACTED] travel vouchers from 2003-2008.
3. Travel Voucher that was signed May 30, 2003.
4. Travel Voucher that was signed November 13, 2003.
5. Travel Voucher that was signed December 5, 2003.
6. Travel Voucher that was signed September 2, 2004.
7. Travel Voucher that was signed August 24, 2005.
8. Travel Voucher that was signed October 12, 2005.
9. Travel Voucher that was signed June 7, 2006.

10. Travel Voucher that was signed November 6, 2006.
11. Travel Voucher that was signed July 3, 2007.
12. Travel Voucher that was signed January 23, 2008.
13. Travel Voucher that was signed July 22, 2008.
14. IAR-Interview of [REDACTED] (first) on September 24, 2008.
15. Transcription of [REDACTED] oral recorded statement on September 24, 2008.
16. IAR-Interview of [REDACTED] on September 24, 2008.
17. IAR-Interview of [REDACTED] on October 24, 2008.
18. IAR-Interview of [REDACTED] on October 24, 2008.
19. IAR-Interview of [REDACTED] on October 17, 2008.
20. IAR-Interview of [REDACTED] (second) on October 8, 2008.
21. IAR-Telephonic interview of [REDACTED] on November 13, 2008.
22. IAR-Document Review of [REDACTED] government credit card dated November 20, 2008.
23. IAR-Interview of [REDACTED] (third) dated December 11, 2008.
24. IAR- Analysis of [REDACTED] travel vouchers dated January 16, 2009.
25. Travel Vouchers from August 2008 through October 2008.



United States Department of the Interior

OFFICE OF INSPECTOR GENERAL
Washington, DC 20240

DEC - 3 2009

Memorandum

To: George T. Skibine
Acting Assistant Secretary, Indian Affairs

Attention: Michael Oliva, Director
Office of Internal Evaluation and Assessment

From: [REDACTED]
[REDACTED]
Deputy Assistant Inspector General
Investigative Support Division

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

Re: Complaint of [REDACTED]
DOI-OIG Case File No. OI-HQ-09-0107-R

The Office of Inspector General received a complaint from [REDACTED], a member of the Coyote Valley Band of Pomo Indians, California, alleging malfeasance and fraud by the Bureau of Indian Affairs for not doing anything about disenrollment and tribal government issues (see attachment).

This matter is forwarded for your review and any action deemed appropriate. No response to this office is required. However, if during the course of your review you develop information or questions that should be discussed with this office, please contact Special Agent [REDACTED] at (703) [REDACTED].

Attachment

cc: [REDACTED], Exec Sec (w/o attachment)



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

JUL 13 2011

Ms. Tracie L. Stevens
Chairwoman
National Indian Gaming Commission
1441 L Street, NW, Suite 9100
Washington, D.C. 20005

Dear Ms. Stevens:

The Office of Inspector General received a complaint from [REDACTED] of Santa Rosa, CA, who is a member of the Coyote Valley Band of Pomo Indians, alleging malfeasance and fraud by the Bureau of Indian Affairs (BIA) and the National Indian Gaming Commission (NIGC). Specifically, [REDACTED] alleged that the BIA will not do anything about disenrollment and tribal governing issues, and both BIA and NIGC will not do anything about the discrepancies in the per capita payments from the casino. Allegedly, [REDACTED] group vacated the chairman and secretary of the tribal council for embezzlement in December 2010, but the rest of the tribal council has refused to recognize it (see Enclosure).

We have determined that this complaint would be better addressed by the NIGC; therefore, we are referring it to your office for review and any action deemed appropriate. Please note that we have also referred this complaint for information to the BIA. If during the course of your review you develop information or questions that should be discussed with this office, please do not hesitate to contact Special Agent [REDACTED] at [REDACTED].

Sincerely,

[REDACTED]

102

Deputy Assistant Inspector General
for Investigations




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

JUL 13 2011

Memorandum

To: Paul H. Tsosie, Chief of Staff
Office of the Assistant Secretary - Indian Affairs

Attention: James N. Burckman
Director, Office of Human Capital

From: *For* Scott L. Culver 
Deputy Assistant Inspector General for Investigations

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

Re: Coyote Valley Band Pomo Indians
DOI-OIG Case File No. OI-HQ-11-0487-R

The Office of Inspector General received a complaint from Correy Alcantra of Santa Rosa, CA, who is a member of the Coyote Valley Band of Pomo Indians, alleging malfeasance and fraud by the Bureau of Indian Affairs (BIA) and the National Indian Gaming Commission (NIGC). Specifically, Alcantra alleged that the BIA will not do anything about disenrollment and tribal governing issues, and both BIA and NIGC will not do anything about the discrepancies in the per capita payments from the casino. Allegedly, Alcantra's group vacated the chairman and secretary of the tribal council for embezzlement in December 2010, but the rest of the tribal council has refused to recognize it (see Attachment).

We have determined that the complaint would be better addressed by the BIA; therefore, we are referring it to your office for review and any action deemed appropriate. Please note that we have also referred this complaint for information to the National Indian Gaming Commission. If during the course of your review you develop information or questions that should be discussed with this office, please do not hesitate to contact Special Agent Edward H. Woo at (916) 978-5623.

Attachment

cc: Fay S. Iudicello, Exec Sec (w/o Attachment)



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

MAY 02 2013

Ms. Tracie Stevens
Chairwoman
National Indian Gaming Commission
1441 L Street, Suite 9100
Washington, D.C. 20005

Dear Ms. Stevens:

The Office of Inspector General received a complaint from [REDACTED] Associate General Counsel, National Indian Gaming Commission (NIGC), Washington, DC, concerning NIGC's billing of management contractors.

We have determined this complaint would be better addressed by the NIGC; therefore, we are remanding it to your office for review and any action deemed appropriate. If during the course of your review you develop information or questions that should be discussed with this office, please do not hesitate to me at (703) 487-5007.

Sincerely,

[REDACTED]
For [REDACTED]
Deputy Assistant Inspector General
for Investigations