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Description of document:

Closing documents for Nine (9) Department of the Interior (DOI) Office of Inspector General (OIG) investigations, 2011-2012

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Department of the Interior  
Office of Inspector General  
MS-4428, MIB  
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**OFFICE OF  
INSPECTOR GENERAL**  
**U.S. DEPARTMENT OF THE INTERIOR**

**VIA EMAIL**

January 28, 2015

Re: OIG-2015-00049

This is in response to your FOIA request dated December 3, 2014, which was received by the Office of Inspector General (OIG) on December 8, 2014. You requested the following information under the Freedom of Information Act (FOIA): copies of the final report, report of investigation, the referral memo and the referral letter as applicable for nine separate OIG investigations.

A search was conducted and enclosed are copies of documents relating to seven separate OIG investigations. There are 84 pages responsive to your request. Approximately 24 pages are being withheld in their entirety and 60 pages contain some information that is being withheld.

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.

Report PI-VA-06-0275-I (24 pages) is being withheld in full under the provisions of 5 U.S.C. § 552 (b)(3). This section exempts from disclosure information specifically exempted from disclosure by statute. The OIG seeks to withhold information based on the Federal Rule of Criminal Procedure 6(e), which relates to “matter[s] occurring before the grand jury.” See Fed. R. Crim. P. 6(e)(2)(B). Information may also be withheld Rule 6(e) if the disclosure would reveal some secret aspect of the grand jury’s investigation, such as the identities or addresses of witnesses or jurors, the substance of testimony, the deliberations or questions of the jurors, the strategy or direction of the investigation.

In regards to PI-PI-11-0377-I, you will have to put in a FOIA request with the State Department’s Office of Inspector General to receive a copy of it. You can file your FOIA request here:

U.S. Department of State  
Office of Inspector General  
Office of General Counsel  
Washington, DC 20520-0308  
ATTN: FOIA officer  
FAX (202) 663-0390  
[oigfoia@state.gov](mailto:oigfoia@state.gov)

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 30 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](mailto: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](mailto: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 202-208-1644, and the email is [foia@doioig.gov](mailto:foia@doioig.gov).

Sincerely,

*Ofelia C. Perez*

Ofelia C. Perez  
Government Information Specialist

Enclosure



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

JUL 27 2011

Memorandum

To: [REDACTED]  
[REDACTED] U.S. Fish and Wildlife Service

From: John E. Dupuy  
Assistant Inspector General for Investigations

Subject: Report of Investigation - [REDACTED]  
Case No. PI-PI-11-0391-I

We initiated this investigation on May 5, 2011, following contact from [REDACTED] with the law firm of Avery Dooley Post and Avery in Belmont, MA. [REDACTED] represented [REDACTED], a [REDACTED] with the U.S. Department of the Interior's U.S. Fish and Wildlife Service (FWS) in Atlanta, GA. [REDACTED] reported that [REDACTED] received a letter of reprimand from his FWS supervisor in February 2011 as a result of comments he made during a March 2009 interview with the Office of Inspector General (OIG).

Our investigation revealed that [REDACTED] supervisor, and [REDACTED] FWS [REDACTED] for Budget and Administration, issued a letter of reprimand to [REDACTED] for cooperating with and disclosing information to OIG. [REDACTED] and [REDACTED] also terminated [REDACTED] telework agreement following his comments to OIG, requiring him to move from his new home in Oklahoma back to Atlanta. We believe these actions meet the elements of "Engaging in a Prohibited Personnel Practice," in violation of 5 U.S.C. 2302(b)(9).

Although the U.S. Attorney's Office, Atlanta, GA, declined to prosecute, we remain concerned that actions such as these cause fear of retaliation throughout the bureau among employees who may wish to cooperate with OIG.

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 attached 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 [REDACTED]

Attachment



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

**REPORT OF INVESTIGATION**

<b>Case Title</b> [REDACTED]	<b>Case Number</b> PI-11-0391-I
<b>Reporting Office</b> Program Integrity Division	<b>Report Date</b> July 26, 2011
<b>Report Subject</b> Closing Report of Investigation	

**SYNOPSIS**

We initiated this investigation on May 5, 2011, after being contacted by [REDACTED] with the law firm of Avery Dooley Post and Avery in Belmont, MA. [REDACTED] represented [REDACTED], a [REDACTED] with the U.S. Department of the Interior's U.S. Fish and Wildlife Service (FWS) in Atlanta, GA. [REDACTED] reported that [REDACTED] received a letter of reprimand from his FWS supervisor in February 2011 as a result of his comments during a March 2009 interview with the Office of Inspector General (OIG).

We determined that [REDACTED] supervisor, and [REDACTED], FWS [REDACTED] for Budget and Administration, issued a letter of reprimand to [REDACTED] for cooperating with and disclosing information to OIG. [REDACTED] and [REDACTED] also terminated [REDACTED] telework agreement following his comments to OIG, requiring him to move from his new home in Oklahoma back to Atlanta. We believe these actions meet the elements of "Engaging in a Prohibited Personnel Practice," in violation of 5 U.S.C. 2302(b)(9).

The U.S. Attorney's Office in the Northern District of Georgia declined to accept this case for prosecution.

**BACKGROUND**

On March 17, 2009, [REDACTED], a special agent with the U.S. Department of the Interior's Office of Inspector General (OIG), interviewed [REDACTED], [REDACTED] with the U.S. Fish and Wildlife Service (FWS), pertaining to an investigation of potential conflicts of interest. During the interview, [REDACTED] asked [REDACTED] about an FWS employee who received numerous letters of reprimand and disciplinary action, including termination. [REDACTED] said that, as an FWS [REDACTED],

<b>Reporting Official/Title</b> [REDACTED]/Investigator	Signature
<b>Approving Official/Title</b> [REDACTED]/Director	Signature

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**OI-002 (04/10 rev. 2)**

he spent approximately 10 percent of his time working on this employee's case. The employee had been terminated but was reinstated after appealing his termination to the Merit System Protection Board (MSPB), he said. According to [REDACTED] after the MSPB sided with the employee, the employee acted as if he was "untouchable" and regulations and guidelines did not pertain to him.

### **DETAILS OF INVESTIGATION**

On May 5, 2011, [REDACTED] with the law firm of Avery Dooley Post and Avery, reported to OIG that his client, [REDACTED] received a letter of reprimand in February 2011 as a result of comments he made during an OIG interview (**Attachment 1**). Subsequently, OIG initiated an investigation.

When interviewed, [REDACTED] said he made comments to OIG in March 2009 regarding an FWS employee who had been disciplined (**Attachments 2 and 3**). He explained that he had expressed his professional opinion, based on a review of the employee's personnel file and discussions with the employee's supervisor. [REDACTED] said that on February 17, 2011, his supervisor, [REDACTED], an FWS [REDACTED] [REDACTED] gave him a letter of reprimand for making these comments to OIG. She also informed him that his full-time telework agreement was being terminated.

According to [REDACTED] this caused him personal and financial hardship. He believed that his full-time telework agreement to work from his Oklahoma home, approved in September 2010, would last until his retirement in early 2012. He moved his personal property from Atlanta, GA, to Oklahoma and was trying to sell his home. The termination of his telework agreement, he said, required him to take his home off of the market, move back to Atlanta, live in a home with no furniture, and borrow his son's car to commute to work.

[REDACTED] said he was not sure why he received the reprimand, but he felt it was because his comment about the FWS employee may have placed FWS in a position to lose the disciplinary case. He believed [REDACTED] supervisor, [REDACTED] FWS [REDACTED] for Budget and Administration in Atlanta, may have influenced [REDACTED] to give him the reprimand. Prior to this, [REDACTED] said, he had never received a written or verbal reprimand, and he was rated "superior" during his last two employee performance appraisals.

In addition to the letter of reprimand and termination of his telework agreement, [REDACTED] said, he felt he also was turned down for a GS-13 position within FWS. The position was given to a less experienced employee, he said, who had previously been [REDACTED] administrative assistant. [REDACTED] said that on May 10, 2011, [REDACTED] agreed to expunge the letter of reprimand from his personnel file if he agreed to move from the FWS employee relations section to the classification section (**Attachment 4**).

We reviewed [REDACTED] and [REDACTED] emails and discovered discussions regarding [REDACTED] letter of reprimand, telework agreement, and non-selection for the GS-13 position (**Attachments 5 and 6**). On December 22, 2010, [REDACTED] emailed [REDACTED], asking if she had made her selection for the GS-13 position and recommended "moving forward" without conducting interviews. That same day, [REDACTED] emailed [REDACTED] that she had selected [REDACTED]. [REDACTED] concurred. [REDACTED] later told [REDACTED] "I will talk to [REDACTED] when the selection is approved."

On February 15, 2011, [REDACTED] emailed [REDACTED] that she "completed the reprimand for [REDACTED]" [REDACTED] responded that she agreed with the reprimand, as well as termination of his telework agreement. On February 25, 2011, [REDACTED] emailed [REDACTED], stating, "Please let me know when you return to work."

[REDACTED] went to an attorney over the Reprimand I issued him."

We interviewed [REDACTED] who admitted that she gave [REDACTED] the letter of reprimand for a comment he made during an OIG interview (**Attachments 7 and 8**). She said that during his OIG interview, [REDACTED] characterized an FWS employee's attitude as "untouchable," which she considered unprofessional. At first, [REDACTED] said the letter of reprimand was her decision alone, but she later admitted that her supervisor, [REDACTED], first pointed out the comment to her and made her aware of the severity of the situation. [REDACTED] said [REDACTED] involvement may have influenced her decision to issue the letter.

[REDACTED] stated that [REDACTED] was a good employee who had received three good personnel evaluations since he began working for her. She admitted that the letter of reprimand was too strongly worded and that she allowed her personal opinion of him to affect the severity of the reprimand. She explained that [REDACTED] liked to "stir things up" in the office. She denied that terminating [REDACTED] telework agreement was related to the reprimand but admitted that the situation looked suspicious, given the timing. [REDACTED] said she knew that [REDACTED] relocated his family to Oklahoma following initial approval of the telework agreement, but she thought he was seeking employment elsewhere. She said she did not expect him to return to the FWS office in Atlanta. [REDACTED] also denied any relationship between [REDACTED] non-selection for the GS-13 position and the reprimand.

[REDACTED] said that on May 10, 2011, she agreed to expunge the letter of reprimand from [REDACTED] personnel file. She denied, however, that expunging the letter was contingent upon [REDACTED] agreeing to leave the employee relations section and work in the classification section.

We interviewed [REDACTED], who stated that she was familiar with the remark [REDACTED] made during an OIG interview on March 17, 2009, and considered it inappropriate (**Attachments 9 and 10**). She could not recall if she informed [REDACTED] about the remark or if [REDACTED] brought the matter to her attention. She indicated that [REDACTED] letter of reprimand was warranted, especially if the comment had a detrimental impact on the personnel case in question. [REDACTED] stated that [REDACTED] comment may have "put us at risk." She admitted that she did not know if the remark actually affected the case but remembered discussing the remark during a meeting around January 2011.

According to [REDACTED] had "concerns" about [REDACTED] performance, but she did not know if they were documented in his performance appraisals. She initially stated that the termination of [REDACTED] telework agreement was not related to the letter of reprimand but later indicated that performance and disciplinary issues were taken into consideration when deciding to approve or disapprove telework requests. [REDACTED] also denied that [REDACTED] non-selection for the GS-13 position was related to the reprimand.

**SUBJECT(S)**

1. [REDACTED], U.S. Department of the Interior, U.S. Fish and Wildlife Service, Southeast Region, Atlanta, GA.
2. [REDACTED] for Budget and Administration, U.S. Fish and Wildlife Service, Southeast Region, Atlanta, GA.

## **DISPOSITION**

We are providing this report to the Director, U.S. Fish and Wildlife Service, for any administrative action deemed appropriate.

## **ATTACHMENTS**

1. Letter of Reprimand to [REDACTED], dated February 17, 2011.
2. IAR – Interview of [REDACTED] on May 10, 2011.
3. Transcript for interview of [REDACTED] on May 10, 2011.
4. Memorandum of Understanding between [REDACTED] and the U.S. Fish and Wildlife Service, dated May 10, 2011.
5. Five emails sent between [REDACTED] and [REDACTED], dated between December 22, 2010, and February 25, 2011.
6. IAR – Review of emails sent between [REDACTED] and [REDACTED].
7. IAR – Interview of [REDACTED] on May 11, 2011.
8. Transcript for interview of [REDACTED] on May 11, 2011.
9. IAR – Interview of [REDACTED] on May 11, 2011.
10. Transcript for interview of [REDACTED] on May 11, 2011.



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

NOV 09 2011

Memorandum

To: [REDACTED]  
Assistant Secretary for Indian Affairs

From: John Dupuy, [REDACTED]  
Assistant Inspector General for Investigations

Subject: Report of Investigation – [REDACTED]  
Case No. PI-PI-11-0435-I

The Office of Inspector General (OIG) recently concluded an investigation based on allegations that [REDACTED] [REDACTED] Administration, Bureau of Indian Education (BIE), sexually assaulted [REDACTED], a BIE [REDACTED], in her temporary quarters in Rosslyn, VA, and that BIE management inappropriately transferred her from Window Rock, AZ, to Washington, DC.

During our investigation, [REDACTED] claimed that [REDACTED] touched her vaginal area without her permission while they were in her apartment the morning after a night of dinner and drinking. Following our interview with [REDACTED], we transported her to the Arlington County Police Department so that she could report the alleged sexual assault. On July 5, 2011, [REDACTED] emailed Detective [REDACTED], Arlington County Police Department, saying that she did not wish to pursue criminal charges. As a result, Arlington County closed the investigation.

Following the completion of Arlington County's criminal case, we interviewed [REDACTED]. He claimed that the contact with [REDACTED] was consensual and that the two had an ongoing sexual relationship that started in late 2009 and ended in mid-2010.

We re-interviewed [REDACTED] and determined that, contrary to her initial assertions to OIG investigators, [REDACTED] and [REDACTED] had an intimate, sexual relationship before the alleged sexual assault. She admitted withholding important information about the relationship. [REDACTED] told investigators she was unhappy with her directed reassignment from Arizona to Washington, DC, and actively pursued [REDACTED] assistance in getting BIE to extend her temporary housing and to return her to Arizona. We also determined BIE did not improperly transfer [REDACTED] to Washington, DC, as she alleged. BIE transferred her through a directed reassignment, which BIE officials said was based on the needs of the position.

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 us of the results of your review and actions taken. Also enclosed is an Investigative Accountability Form

that you should complete and return with your response. Should you need additional information concerning this matter, please contact me at [REDACTED].

**Attachment**



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

**REPORT OF INVESTIGATION**

Case Title [REDACTED]	Case Number PI-PI-11-0435-I
Reporting Office Program Integrity Division	Report Date November 9, 2011
Report Subject Closing Report of Investigation	

**SYNOPSIS**

We initiated this investigation on June 3, 2011, after [REDACTED], Office of Civil Rights, U.S. Department of the Interior (DOI), reported that [REDACTED], Administration, Bureau of Indian Education (BIE), allegedly sexually assaulted [REDACTED], a BIE [REDACTED], in her temporary quarters in Rosslyn, VA. [REDACTED] also alleged that BIE management inappropriately transferred her from Window Rock, AZ, to Washington, DC.

[REDACTED] claimed that 8 days earlier [REDACTED] touched her vaginal area without her permission while in her apartment the morning after a night of dinner and drinking. Following our initial interview of [REDACTED] on June 3, 2011, Office of Inspector General (OIG) investigators transported [REDACTED] to the Arlington County Police Department to report the alleged sexual assault. On July 5, 2011, Arviso emailed Detective [REDACTED] [REDACTED], Arlington County Police Department, saying that she did not wish to pursue criminal charges. Arlington County closed the investigation.

OIG investigators then interviewed [REDACTED], who claimed consensual contact with [REDACTED] and said that the two had a previous sexual relationship that began in late 2009 and ended in mid-2010. Our second interview with [REDACTED] determined that, contrary to her initial assertions, she and [REDACTED] had an intimate, sexual relationship before the alleged sexual assault. She admitted withholding information about their relationship. She told investigators she was unhappy with her directed reassignment, and actively pursued [REDACTED] help to get BIE to extend her temporary housing and also to return her to Arizona.

We determined that, contrary to her allegation, BIE properly transferred [REDACTED] to Washington, DC, using a directed reassignment based on the needs of the position. We are providing a copy of this report to the Assistant Secretary for Indian Affairs for any action deemed appropriate.

Reporting Official/Title [REDACTED] Investigator	Signature [REDACTED]
Approving Official/Title [REDACTED] / Acting Director, PID	Signature [REDACTED]

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## DETAILS OF INVESTIGATION

On May 31, 2011, [REDACTED], a Bureau of Indian Education (BIE) [REDACTED] in Washington, DC., contacted [REDACTED], an equal employment opportunity (EEO) specialist with Bureau of Indian Affairs (BIA), to report that [REDACTED] Administration, BIE, Albuquerque, NM, had sexually assaulted her while both were in Washington, DC (**Attachments 1 and 2**). Also on May 31, 2011, during a telephone conversation, [REDACTED] related her allegations to [REDACTED], BIE, Washington, DC; [REDACTED] BIE, Washington, DC; and [REDACTED] Employee and Labor Relations, BIE, Albuquerque, NM (**Attachments 3, 4, 5, 6, 7, and 8**).

We interviewed [REDACTED], and [REDACTED] concerning [REDACTED] allegation pertaining to [REDACTED] and her allegation that BIE management inappropriately transferred her from Window Rock, AZ, to Washington, DC. We also interviewed [REDACTED], and other BIE employees regarding these allegations (**Attachments 9, 10, 11, 12, 13, and 14**). The following information is the result of these interviews.

### **[REDACTED] Reassignment from Arizona to Washington, DC**

Investigators learned that [REDACTED] applied for the [REDACTED] position, then located in Albuquerque (see **Attachments 3 and 4**), while working in Window Rock. Following her application, BIE Director [REDACTED] decided to move the job to Washington because of the importance that the Secretary and the Assistant Secretary for Indian Affairs placed on developing external and intergovernmental partnerships. BIE cancelled the initial job advertisement and re-advertised the position for the Washington location. [REDACTED] reapplied and received the selection based, in part, on a recommendation from her then-supervisor, [REDACTED], the BIE Albuquerque deputy director.

[REDACTED] recalled that [REDACTED] and [REDACTED] wanted to expedite [REDACTED] move to Washington by directly reassigning her from Albuquerque (see **Attachments 7 and 8**), which also entitled her to relocation benefits. [REDACTED] assigned an employee to prepare a letter telling [REDACTED] of the directed reassignment. The letter contained "boilerplate" language that informed her of relocation benefits under a directed reassignment, but also concluded with a paragraph informing her that she would be separated from Federal service if she did not accept (**Attachment 15**).

According to [REDACTED], no one told [REDACTED] that, despite the language in the letter (see **Attachments 7 and 8**) she could have chosen to decline the reassignment without being removed from Federal service. [REDACTED] also confirmed that she could have remained in her previous job if she had not chosen to move because he did not want to lose a good employee (see **Attachments 3 and 4**). [REDACTED] likewise confirmed that [REDACTED] could have returned to her job in Window Rock if she was unhappy living in Washington (see **Attachments 5 and 6**). He recalled that she appeared excited about her pending move.

[REDACTED] directed reassignment letter gave her a specific date to report to Washington (see **Attachments 3 and 4**) but she complained that she had insufficient time to get her affairs in order for the move and requested that BIE extend the reporting deadline. [REDACTED] believed that BIE gave [REDACTED] an extra month to report to Washington.

[REDACTED] acknowledged that she did not ask [REDACTED], or anyone from Human Resources about the removal provision in her directed reassignment letter (see Attachments 9 and 10). She recalled that [REDACTED] told her that she could be removed from Federal service and had no choice other than to take the job, which she did and prepared to move to Washington. [REDACTED] confirmed that [REDACTED] never questioned him or [REDACTED] about that provision (see Attachments 3 and 4).

According to [REDACTED] was unhappy in Washington from the first day she arrived. She complained to him about the cost of living. He also recalled that [REDACTED] told him that [REDACTED] had shared with him the financial struggles and social isolation that came with her being away from home. [REDACTED] said he would not consider sending [REDACTED] back to Albuquerque or Window Rock because of the importance of having the partnership position in Washington.

[REDACTED] supervisor [REDACTED] recalled that [REDACTED] also approached him for advice about taking the job in Washington. When she showed him the reassignment letter (**Attachments 16 and 17**), he told her that the termination language in the letter was "harsh" and used by the agency only for punitive reasons. [REDACTED] believed [REDACTED] had done nothing to warrant punishment. He also said that, despite her concerns, [REDACTED] took the job in Washington, continuing to communicate via text messages, email, and phone calls.

[REDACTED] further confirmed that [REDACTED] was unhappy from the time she arrived in Washington. She told him she felt trapped because of the reassignment letter she had received. [REDACTED] said, however, that he was shocked when he received a text message from [REDACTED] on May 19, 2011, stating how unhappy she was because he knew she had lived in Washington in the past. [REDACTED] told him that she could not understand why she had been reassigned to Washington rather than given a detail, and that she felt she had been treated unfairly. Each time she complained to him, [REDACTED] told her to contact her supervisor, the Employee Assistance Program, or the EEO office for assistance.

During her first week on the job, [REDACTED] told [REDACTED] a BIE [REDACTED], that she did not like living in Washington and wanted to go back to Arizona (see Attachments 9 and 10). She and [REDACTED] discussed the letter [REDACTED] received when she took the job. [REDACTED] told her that she could have turned down the job without being terminated and that [REDACTED] should write to [REDACTED] to propose a transfer back to Arizona.

When [REDACTED] met with [REDACTED] and [REDACTED] to tell them that she wanted to return to Arizona, she did ask them about the sentence in the reassignment letter covering removal from Federal service. She said that [REDACTED] and [REDACTED] acted as if they did not care about her situation, but that she did meet several times with both of them to request her return to Arizona. She said they told her she had to stay in Washington since she had accepted the job and the Government had paid for her move. Unhappy and frustrated, she approached [REDACTED], whom she believed had influence over [REDACTED] and [REDACTED]. She said that he kept telling her to do the job since she already had moved to Washington, but she said also that he hoped he could persuade [REDACTED] to return her to Arizona since she was not a good fit for the position.

About a week after her May 2011 arrival in Washington, [REDACTED] also complained to [REDACTED], whom she had not met but who served as her [REDACTED]. She discussed her unhappiness living in the Washington area and (see Attachments 7 and 8) being away from her "partner" or boyfriend in Arizona. She explained that she wanted to go back to her former position. [REDACTED] told

her to speak with her supervisor. He also suggested that she contact the Employee Assistance Program. [REDACTED] said that [REDACTED] seemed distraught during their conversation.

**Agent's Note:** The "partner" [REDACTED] discussed with [REDACTED] was her new boyfriend who lived in Arizona, not [REDACTED].

[REDACTED] and [REDACTED] then told [REDACTED] that [REDACTED] was unhappy, emotionally distracted, and not doing well in the new position. They asked if he thought she could return to Arizona, even though returning her would be a problem because she held a line office job with funding issues attached to it. [REDACTED] told them the decision was theirs. [REDACTED] had several conversations about [REDACTED] with [REDACTED] and [REDACTED] during which he requested a decision on how to handle her distress. Ultimately, [REDACTED] and [REDACTED] decided not to move [REDACTED] back to Arizona because it might set a bad precedent.

Also, due to [REDACTED] concern about the expiration of her 30-day housing allotment and her inability to find affordable housing, [REDACTED] told [REDACTED] and [REDACTED] that they could extend her temporary housing status. They agreed to consider the extension.

#### **Relationship with [REDACTED]**

During her first interview with OIG on June 3, 2011, [REDACTED] told investigators that she was working for the Bureau of Indian Affairs (BIA) in Gallup, NM, when [REDACTED] recommended her and she accepted a position as a BIE [REDACTED] in Window Rock, NM (see Attachments 9 and 10). According to [REDACTED] began making comments about her physical appearance shortly after she began working at BIE. Then in early 2010, [REDACTED] received a transfer to Albuquerque, where [REDACTED] worked. She recalled that he continued to make comments about her attractiveness and tried to get her to go out with him. She said that his comments made her uncomfortable and that she told him that she came to BIE to work, not for him to take a personal interest in her.

[REDACTED] said that it grew more difficult for her in Albuquerque because she felt obligated to "do things" for [REDACTED] since she considered him a mentor and looked to him for guidance and support. [REDACTED] said that [REDACTED] "put [her] on guilt trips" and repeatedly asked her to marry him, which she said put her in an uncomfortable position because of their professional situation. [REDACTED] told [REDACTED] that she was not interested in marriage. She admitted that she went to lunch and dinner with him to keep their relationship cordial, but that she tried to make him understand that they could not have the type of relationship he desired. She said he did not understand that she did not want a personal relationship and also that he did not take rejection well. He would "pout" if she did not answer his calls or return his text messages.

[REDACTED] also said that [REDACTED] intimidated her by commenting that anyone who challenged or made a complaint against him would lose. [REDACTED] believed she could not say anything negative about [REDACTED].

[REDACTED] told [REDACTED], the acting BIE director and her supervisor at the time, that she could no longer work with [REDACTED] and needed to return to Window Rock. She also told him about [REDACTED] marriage proposals and her discomfort around him. She likewise told [REDACTED],

her coworker and a BIE [REDACTED] in the Division of Performance and Accountability in Albuquerque, what was going on between her and [REDACTED].

[REDACTED] said that she asked [REDACTED] if she could return to Window Rock while continuing to work on her current projects. [REDACTED] said that she eventually told [REDACTED] she had to leave. On May 18, 2010, [REDACTED] wrote an email to [REDACTED] BIE Human Resources, and others stating that [REDACTED] had a problem in the Albuquerque office and that her position would be moved to Window Rock temporarily (**Attachment 18**).

[REDACTED] said she only had professional contact by phone with [REDACTED] after she returned to Window Rock. She avoided seeing him, except on rare occasions when he drove through the area. She admitted that they occasionally met for a meal or to catch up on BIE events.

According to [REDACTED] [REDACTED] from BIA to the BIE Navajo office in Window Rock (see Attachments 16 and 17). Later detailed to Albuquerque as his [REDACTED], she filled his office's [REDACTED] position until [REDACTED] when he ended her detail and returned her to Window Rock because, as he explained to agents, she had not fulfilled his expectations. [REDACTED] continued to supervise [REDACTED] as she performed her duties in Window Rock.

[REDACTED] said that [REDACTED] and [REDACTED] had a relationship during her detail in Albuquerque. He learned this from [REDACTED], who bragged about it because he was twice [REDACTED] age. [REDACTED] heard from [REDACTED] that she had been on some dates with [REDACTED] but not that the two were involved in a relationship. [REDACTED] presumed that they were dating because they frequently went to lunch and dinner together.

[REDACTED] recalled that halfway through her Albuquerque detail, [REDACTED] told him that she had issues with [REDACTED] and that [REDACTED] had asked her to marry him. She also said that he wanted a commitment and that he was controlling. [REDACTED] specifically remembered [REDACTED] saying, "What would my parents think? He's an old man." [REDACTED] said that [REDACTED] never alleged that [REDACTED] sexually harassed her. He said that he would have taken action if [REDACTED] had told him this.

[REDACTED] did tell him that her relationship with [REDACTED] had not interfered with her job. He recalled her saying that she had stopped seeing [REDACTED] told him the opposite, however, saying that [REDACTED] wanted more of a commitment. [REDACTED] suggested that the two go their separate ways, which appeared to happen.

When interviewed by investigators on July 12, 2011, [REDACTED] reported that he and [REDACTED] started dating shortly after he met her in 2009 at Window Rock (see Attachments 13 and 14) but that they stopped in 2010. Contrary to [REDACTED] assertion to investigators that they had only been friends, [REDACTED] said that he and [REDACTED] had been sexually intimate from September 2009 until they stopped dating. He said that [REDACTED] stayed at his apartment and at hotels in Albuquerque numerous times, as well as his house in Hopi, AZ. When asked why [REDACTED] would lie about her sexual involvement with him, [REDACTED] said she was retaliating against him.

During an OIG interview with [REDACTED] coworker, [REDACTED] (**Attachments 19 and 20**), [REDACTED] said that she and [REDACTED] provided support for BIE administration where [REDACTED] was assigned. She recalled that [REDACTED] and [REDACTED] saw one another outside work but estimated that their involvement lasted only a month or two.

[redacted] said that [redacted] confirmed that the two had dated but did not share intimate details. [redacted] did say that [redacted] wanted to get married, but that she wanted to end the relationship. Shortly thereafter, [redacted] reported feeling uncomfortable around him at work and decided to return to Window Rock.

### **Alleged Sexual Assault**

On May 23, 2011, [redacted] traveled to Washington on official business. [redacted] recalled receiving a text message from him the following day suggesting that they get something to eat and "catch up" on how she was doing (see Attachments 9 and 10). [redacted] told [redacted] that he was staying at the Marriott Hotel in Rosslyn, VA, which she thought strange, due to its location directly across from her temporary housing. [redacted] said she was surprised that [redacted] seemed to know where she was staying.

On May 24, 2011, [redacted] and [redacted] went to a restaurant near her apartment where they had dinner and drinks. [redacted] felt stressed and told [redacted] how unhappy she was because she could not find a place to live and did not want to commit to a long-term lease since she did not want to stay in Washington. According to [redacted] volunteered to ask [redacted] to extend her temporary housing another 30 days. [redacted] said that she and [redacted] returned to her apartment after dinner because [redacted] wanted to see it.

[redacted] recalled sitting on the patio with [redacted] when she began to feel tired. She said that [redacted] placed his glasses, shoes, and cell phones on the lamp stand next to the bed and then lay down on the bed. When asked how she got from the patio to the bedroom, [redacted] recalled that she had been drinking a glass of wine on the patio and went into the kitchen where she saw [redacted] on her bed. [redacted] told [redacted] that he could not stay and had to leave. She said that [redacted] was upset when he left her apartment.

[redacted] said that [redacted] knew she was "emotionally vulnerable and unstable." She questioned herself about having drinks with [redacted] and realized that she did so because she trusted him not to take advantage of her in that situation.

The following morning, [redacted] heard [redacted] phones ringing and realized he had forgotten both his phones and his glasses. Minutes later, he called from the lobby of her apartment building to retrieve his belongings. [redacted] came back inside her apartment to pick up his glasses and telephones. As they stood near her apartment door, [redacted] said that she again told him that she did not want to be in Washington. When she started to cry, [redacted] hugged and kissed her. [redacted] asked him what he was doing and backed away. She said that, "out of nowhere, he just put his hands in my pants, and he put his fingers inside me."

[redacted] said that she pushed [redacted] away and again asked him what he was doing. [redacted] stood there and then said he had to go to a meeting. [redacted] then called her Arizona boyfriend to tell him what happened and afterwards she went to work.

[redacted] later sent [redacted] a text message, but did not save it. She recalled writing [redacted] "What you did was wrong. I'm very uncomfortable around you now. Please know that this makes me uncomfortable, I don't like you touching me down there the way you did." She also

wrote, "We cannot be intimate, period." [REDACTED] said that [REDACTED] responded to her later that evening with a text message stating, "You made me feel bad."

[REDACTED] said that [REDACTED] continued to call and send her text messages in an effort to get her to go out again that evening. She eventually sent him a text message at 7:50 p.m., stating that she wanted to rest and did not want to go out with him that night. [REDACTED] did not answer [REDACTED] phone calls that night and texted him the next day that she did not answer his calls because she was sleeping. [REDACTED] said she deleted the text messages she exchanged with [REDACTED] because he was a "disgusting man."

When interviewed by OIG investigators, [REDACTED] reported the following account of his evening with [REDACTED]. He recalled that they talked about going out after he arrived in Washington on May 23, 2011 (see Attachments 13 and 14). Sometime around 5:00 p.m., they exchanged text messages while [REDACTED] was on the Metro and decided to meet in front of [REDACTED] apartment. They went to a local restaurant for dinner and drinks. [REDACTED] said, "We drank, and we were probably a little bit intoxicated." [REDACTED] said that he and [REDACTED] "were hugging each other, we were kissing each other," while at the bar. At some point, he said that [REDACTED] wanted to drink shots of tequila and that they each had three shots of tequila with a beer chaser.

[REDACTED] said that they left the restaurant around midnight and that [REDACTED] wanted him to see her apartment. Once inside, [REDACTED] opened a bottle of wine and they sat on her balcony. He said they kissed and hugged on the balcony and later came inside and continued to hug and kiss on the couch. [REDACTED] said he placed his phones and glasses on the coffee table next to the couch. After hugging and kissing, [REDACTED] left because he had an early meeting the next morning, but forgot his glasses and cell phone at her apartment.

[REDACTED] said that when he realized his glasses and cell phone were still in [REDACTED] apartment, he returned to get them the next morning. Once inside, [REDACTED] said that he and [REDACTED] embraced as they stood near her front door. [REDACTED] recalled that [REDACTED] was in her nightclothes and, "that's when, you know, I touched her intimately, but when that happened, all we did was smile at each other like we usually did." When asked if touching [REDACTED] "intimately" meant that he touched her vaginal area, [REDACTED] said, "Yeah..." and "Well, we were embracing, and I went down her side and brushed her, like, you know, touched her." [REDACTED] said [REDACTED] never told him to stop, nor did she push him away. He said that he told [REDACTED] that he had to go to a meeting and left shortly thereafter.

During her first interview with OIG investigators, [REDACTED] stated that [REDACTED] had lain down on her bed without permission the night they went to dinner and returned to her apartment. [REDACTED] told investigators that he did not recall lying in her bed. He also did not recall that [REDACTED] told him to leave her apartment as she alleged during her interview.

[REDACTED] said that [REDACTED] allegation that he sexually assaulted her was untrue. He told investigators that [REDACTED] made the allegation because he was unable to get the housing extension she asked for and could not help her get back to Arizona.

During her interview with OIG investigators, [REDACTED] stated that she sent [REDACTED] a text message directly after the alleged sexual assault, stating that she thought his actions were wrong. [REDACTED] recalled that the text message read, "It's been a long time. It felt uncomfortable."

[REDACTED] said that after the alleged incident, [REDACTED] sent him other text messages and called him several times between May 25 and 31, 2011. He alleged that she sent him one text message stating, "Jose Cuervo is not my friend, because I've got a headache." He said he only kept one of the text messages [REDACTED] sent him. We reviewed that text message and his response, which occurred on May 26, 2011, at 1:21 p.m.:

[REDACTED] Cannot allow 30-day temp extension. You didn't own up to 30-day extension agreement. Thanks for the heads-up. Take care.

[REDACTED] What do you mean? What did you talk to or who did you talk to?

[REDACTED] Doesn't matter now. I've been trying to call you. I have info. You need to call me.

[REDACTED] told investigators that [REDACTED] called her on May 25, 2011, to report that she and [REDACTED] had gone to dinner the night before, that [REDACTED] had been drinking, and that they had gone back to [REDACTED] apartment (see Attachments 19 and 20). She said that [REDACTED] told her that [REDACTED] hugged and tried to kiss her while saying goodbye, which made her uncomfortable. [REDACTED] then called [REDACTED] the next day to tell her that [REDACTED] was going to help her get an extension on her housing because she was running out of time and having trouble finding an affordable apartment. [REDACTED] said that [REDACTED] told her, "I don't know if he's going to check on that," or "I don't know how this is going to affect our working relationship." [REDACTED] said that [REDACTED] never told her that [REDACTED] had sexually assaulted her, only that he hugged and tried to kiss her.

On May 28, 2011, [REDACTED] said that [REDACTED] called her to relate that his bank account had been compromised at the restaurant where they dined on May 24, 2011 (see Attachments 9 and 10). [REDACTED] recalled that they paid for their meals separately. She said that [REDACTED] suggested that she put a fraud alert on her account because of what happened to him.

[REDACTED] sent [REDACTED] a text message immediately after that phone call to ask what was going on with her temporary quarters because she had heard that her extension had been denied. She said [REDACTED] called her back and told her that he had asked [REDACTED] to extend her housing for another 30 days and that [REDACTED] had approved the request. [REDACTED] later discovered that BIA officially denied her extension request.

[REDACTED] said she called [REDACTED] on May 31, 2011, to ask about returning home to Arizona. She also told him what [REDACTED] allegedly had done to her on the morning of May 25, 2011. [REDACTED] said that [REDACTED] suggested that she file an EEO complaint against [REDACTED].

[REDACTED] recalled also that [REDACTED] told him that she and [REDACTED] had gone to dinner, had a few drinks, and had gone back to her apartment (see Attachments 16 and 17). She said that [REDACTED] made a pass at her and then alluded that [REDACTED] "leaned in or went towards her." [REDACTED] said that he was uncomfortable with the conversation and told [REDACTED] to talk to her supervisor, EEO, or [REDACTED] supervisor about what had happened. [REDACTED] said that he was not surprised that [REDACTED] and [REDACTED] had dinner and drinks, but that he was surprised by [REDACTED] going to her apartment because [REDACTED] knew about [REDACTED] boyfriend.

[REDACTED] recalled that [REDACTED] called him the morning of May 31, 2011, to report that she had spoken to the Reston "travel folks," who told her she could not have the housing extension due to the way her travel documents had been prepared (see Attachments 13 and 14). [REDACTED] said he told

[REDACTED] that he was unable to do anything more. He said that [REDACTED] filed an EEO complaint against him after their telephone conversation (**Attachment 21**).

[REDACTED] contacted EEO specialist [REDACTED] on May 31, 2011, to file her complaint against [REDACTED] (see Attachments 1 and 2). When [REDACTED] asked [REDACTED] if she called the police, [REDACTED] responded that she had not because of [REDACTED] position in BIE, but now wished she had done so. [REDACTED] also scheduled a meeting with the Employee Assistance Program for counseling later that day. [REDACTED] told investigators that [REDACTED] reported that [REDACTED] had touched her in her "private area," which [REDACTED] understood to mean [REDACTED] vaginal area.

[REDACTED] also told [REDACTED] about her problems with [REDACTED] when they both worked in Albuquerque. According to [REDACTED] did not file an EEO complaint at that time because she could not decide what to do about her complaint and was scared that [REDACTED] would retaliate against her.

[REDACTED] recalled that [REDACTED] gave him a letter on May 31, 2011, titled "Subject: Sexual Harassment Complaint" in which she wrote, "due to an incident that occurred on May 24th, 25th, 2011 that happened in the workplace, I do not wish to associate with Mr. [REDACTED]" (see Attachments 3 and 4; **Attachment 22**). [REDACTED] said that he and [REDACTED] met with [REDACTED] about her allegations later that day. [REDACTED] participated in the meeting by telephone. [REDACTED] administrative assistant, [REDACTED] took meeting notes.

According to [REDACTED] related the events of May 24 and 25, 2011. She claimed that [REDACTED] forcefully kissed her and either grabbed or touched her inappropriately. She was emotional and distraught. [REDACTED] did not ask [REDACTED] where [REDACTED] had grabbed her or further explore what "inappropriately" meant. [REDACTED] and [REDACTED] also recalled that [REDACTED] alleged that [REDACTED] had touched her in an inappropriate fashion (see Attachments 5, 6, 7, and 8).

[REDACTED] confirmed that [REDACTED] was very emotional and that no one asked what "inappropriate" meant, but presumed that [REDACTED] groped or fondled her.

[REDACTED] said she discussed the issue with [REDACTED], Acting Oversight, Accountability, and Compliance Manager, Office of Equal Opportunity Programs, BIA, Reston, VA (see Attachments 1 and 2). [REDACTED] provided [REDACTED] with a written statement covering what had happened between her and [REDACTED] her discussions with [REDACTED] and her requested remedy. [REDACTED] emailed those documents to [REDACTED] on June 1, 2011. [REDACTED] said that [REDACTED] written statement contained the same information that [REDACTED] initially told her.

[REDACTED] said that he, [REDACTED], and [REDACTED] interviewed [REDACTED] by telephone immediately after meeting with [REDACTED] on May 31, 2011 (see Attachments 3 and 4). [REDACTED] admitted that he and [REDACTED] had gone to dinner and had too many drinks. They went up to [REDACTED] apartment and "did some kissing." [REDACTED] said the kissing was consensual. [REDACTED] said he left and went back to his room. The next day, [REDACTED] realized he had left his phone and glasses in [REDACTED] apartment and went back to get them from [REDACTED]. [REDACTED] told [REDACTED] that he hugged [REDACTED]. When [REDACTED] asked him if he had touched [REDACTED] inappropriately, [REDACTED] responded, "All I would have done is hugged her and brushed against her. I didn't grab her. I didn't intentionally touch her in any way that was inappropriate." [REDACTED] recalled that [REDACTED] told them of his past relationship with [REDACTED] and that [REDACTED] said they had had a physical relationship that lasted several months. [REDACTED] said that [REDACTED] never told them of her past relationship with [REDACTED].

during their earlier interview. [REDACTED] also told [REDACTED] that [REDACTED] continued to text him "in a friendly manner" after the alleged incident happened, trying to get help with her housing. Some of her texts contained a "smiley face." [REDACTED] and [REDACTED] recalled that [REDACTED] provided the same information as [REDACTED] described. [REDACTED] also recalled that they instructed [REDACTED] to write a statement and to keep any text messages he had exchanged with [REDACTED] (Attachment 23).

[REDACTED] said he did not understand why the alleged assault was a workplace issue because the incident occurred outside work. He questioned whether BIE should deal with the allegation or [REDACTED] should have filed a report with the police. During her interview with [REDACTED] said that the EEO office suggested that she file a report with the police. [REDACTED] said that he believed the allegation needed to be properly investigated by someone with "strong investigatory skills" because it was turning into "he-said/she-said."

[REDACTED] said that he, [REDACTED] and [REDACTED] discussed what they had heard from [REDACTED] and [REDACTED] and determined that [REDACTED] would investigate [REDACTED] allegations. He said that no one told him to contact OIG about the allegation and that he was unaware that OIG functions as a law enforcement entity. [REDACTED] said he did not look at the Departmental manual or check with anybody to determine if he had a responsibility to contact OIG.

#### Arlington County Police Interview and Second OIG Interview with [REDACTED]

Section 18.2-67.2 of the Code of Virginia states that the act of "object sexual penetration" is "accomplished against the will of the complaining witness, by force, threat or intimidation of or against the complaining witness or another person, or through the use of the complaining witness's mental incapacity or physical helplessness" (Attachment 24).

During our initial interview with [REDACTED] on June 3, 2011, we advised her that [REDACTED] may have committed a violation of Virginia State law. When asked if she wanted to report the incident to the police, [REDACTED] responded, "If it will help my case."

At the conclusion of the interview, OIG investigators transported [REDACTED] to the Arlington County Police Department to file an incident report. The case was assigned to Detective [REDACTED], [REDACTED], who, because of other investigative responsibilities, could not interview [REDACTED] until June 23, 2011.

We informed Detective [REDACTED] of the information obtained during our interviews of [REDACTED], and [REDACTED] and that [REDACTED] had not disclosed her prior relationship with [REDACTED] either during her initial OIG interview or her first interview with the Arlington County Police patrol officer. Detective [REDACTED] said that when she interviewed [REDACTED] admitted to a past sexual encounter with [REDACTED] in his Albuquerque apartment on one occasion but not intercourse (Attachment 25).

On June 24, 2011, [REDACTED] called OIG investigators to explain the relationship that she had had with [REDACTED] while in Albuquerque (see Attachments 11 and 12). She admitted that she and [REDACTED] occasionally went to casinos and to dinner outside normal working hours, but that their relationship went no further. [REDACTED] said that she did not go into detail about their outside activities during her first interview because she believed it was irrelevant to what happened in her apartment in Arlington.

On July 5, 2011, [REDACTED] sent Detective [REDACTED] an email stating that she wished to discontinue the criminal investigation (**Attachment 26**).

On July 15, 2011, we interviewed [REDACTED] a second time regarding her allegations against [REDACTED] (see Attachments 11 and 12). She said that she told Detective [REDACTED] about her visit to [REDACTED] apartment in 2010 while on detail in Albuquerque: "I would go to his apartment and, you know, spend a night, because I would hear, you know, 'You're more than welcome to stay at my place.' And this is early on, before I felt any discomfort or to where I felt threatened. By that, I mean it became like, you know, 'I'll take you under my wing.'" [REDACTED] said she stayed at his apartment, "once a night every so often. It wasn't like throughout the whole time. It was more based on, you know, 'If you hang out with me, we can do things together...'" [REDACTED] admitted that she and [REDACTED] had a consensual sexual relationship during 2010 while she was in Albuquerque, but that she did not divulge that information to investigators initially because she felt uncomfortable.

[REDACTED] admitted having two shots of tequila and two or three beers while having dinner the night of May 24, 2011. She said that she decided to drink the tequila to reduce her stress. [REDACTED] said that she and [REDACTED] drank a glass of wine when they returned to her apartment. She denied kissing [REDACTED] consensually.

[REDACTED] again told investigators that following the alleged incident she sent [REDACTED] a text message stating, "I'm uncomfortable with what you did." She said that [REDACTED] texted a response, but she ignored him. She said that she regretted erasing those text messages. When shown [REDACTED] phone records that indicated she sent him 12 text messages on May 25, 2011, [REDACTED] stated that she texted [REDACTED] to tell him she would not meet him. She recalled sending him a text message asking, "What's going on with the apartment extension?" [REDACTED] said that [REDACTED] told her the extension had been approved, even though she had heard differently (**Attachment 27** and see **Attachment 12**).

[REDACTED] admitted calling [REDACTED] the morning of May 31, 2011, to ask him if [REDACTED] would override the decision not to extend her housing and to determine what needed to happen next. She said that [REDACTED] told her that he was unsure if there was anything else he could do. [REDACTED] also called [REDACTED] and told him what had happened on May 24 and 25, 2011, reporting to investigators that [REDACTED] told her to file a complaint with the BIA Office of Equal Opportunity Programs. She filed the complaint with [REDACTED] at approximately 10:00 a.m. that morning.

When asked if she would have filed the sexual assault complaint against [REDACTED] had he been able to get her housing extension approved, [REDACTED] responded after a long pause, "I probably would have." When asked why she called [REDACTED] on the morning of May 31, 2011, if she planned to file the complaint, [REDACTED] responded that she called [REDACTED] because [REDACTED] told her to do so. [REDACTED] acknowledged that it appeared she filed the complaint against [REDACTED] "because he didn't come through as he said he would" with the temporary housing extension or her return to New Mexico, but denied filing the complaint for that reason.

**SUBJECT(S)**

[REDACTED] Administration, Bureau of Indian Education (BIE)  
[REDACTED] Bureau of Indian Education (BIE)

**DISPOSITION**

We are providing a copy of this report to the Assistant Secretary for Indian Affairs for any action deemed appropriate.

**ATTACHMENTS**

1. IAR – Interview of [REDACTED] on June 3, 2011.
2. Transcript of interview with [REDACTED] on June 3, 2011.
3. IAR – Interview of [REDACTED] on June 3, 2011.
4. Transcript of interview with [REDACTED] on June 3, 2011.
5. IAR – Interview of [REDACTED] on June 6, 2011.
6. Transcript of interview with [REDACTED] on June 6, 2011.
7. IAR – Interview of [REDACTED] on June 8, 2011.
8. Transcript of interview with [REDACTED] on June 8, 2011.
9. IAR – Interview of [REDACTED] on June 3, 2011.
10. Transcript of interview with [REDACTED] on June 3, 2011.
11. IAR – Interview of [REDACTED] on July 15, 2011.
12. Transcript of interview with [REDACTED] on July 15, 2011.
13. IAR – Interview of [REDACTED] on July 12, 2011.
14. Transcript of interview with [REDACTED] on July 12, 2011.
15. Directed reassignment letter to [REDACTED], acknowledgement, and employment agreement.
16. IAR – Interview of [REDACTED] on June 8, 2011.
17. Transcript of interview with [REDACTED] on June 8, 2011.
18. [REDACTED] email to [REDACTED] on May 18, 2010.
19. IAR – Interview of [REDACTED] on June 8, 2011.
20. Transcript of interview with [REDACTED] on June 8, 2011.
21. [REDACTED] Verizon wireless cell phone records, May 19, 2011, to May 31, 2011.
22. [REDACTED] sexual harassment complaint email, May 31, 2011.
23. [REDACTED] written statement.
24. Code of Virginia, *Object sexual penetration* defined.
25. Detective [REDACTED] sexual contact email.
26. [REDACTED] email to Detective [REDACTED] July 5, 2011.
27. [REDACTED] Verizon wireless text messaging summary.



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

**REPORT OF INVESTIGATION**

Case Title [REDACTED], et al.	Case Number PI-PI-11-0616-I
Reporting Office Program Integrity Division	Report Date August 10, 2012
<b>Report Subject</b> <b>Report of Investigation</b>	

**SYNOPSIS**

We initiated this investigation on August 25, 2011, after receiving information from several sources that Bureau of Indian Affairs (BIA) officials failed to act on a proposed suspension for [REDACTED], then-[REDACTED], Eastern Oklahoma Region, BIA. We also received information that [REDACTED] had been detailed to Washington, DC, for an extended period, allegedly wasting Government funds. During our investigation, other issues came to our attention, including [REDACTED] renting an SUV without the required written justification, requesting to receive 100 percent per diem when only 55 percent is authorized for employees on extended detail, and returning to her home in Muskogee, OK, while maintaining lodging in the Washington, DC, area.

We found that on October 28, 2010, [REDACTED] of BIA Field Operations, proposed that [REDACTED] be suspended for 30 days for misconduct following a BIA review. The review found that [REDACTED] had a relationship with a contractor, which created the appearance of a conflict of interest; that [REDACTED] denied certain BIA employees access to the Indian trust account management system, which interfered with their job performance; and that [REDACTED] apparently harassed a BIA employee. [REDACTED] sent the suspension proposal to BIA Director Michael Black for approval. Black initially attempted to negotiate with [REDACTED] on her suspension and on an Equal Employment Opportunity (EEO) claim she had filed, but he was unsuccessful. [REDACTED] suspension proposal sat with Black for nearly a year. Robert More, Director of the U.S. Department of the Interior's Office of Hearings and Appeals, later became the deciding official on the proposal. On February 21, 2012, More suspended [REDACTED] for 20 days.

As BIA reviewed her alleged misconduct and prepared a decision on her suspension, [REDACTED] was detailed to Washington, DC. Her detail lasted 775 days—from January 12, 2010, until February 25, 2012—despite the fact that the Code of Federal Regulations prohibits detailing Senior Executive

Reporting Official/Title [REDACTED]	Signature
Approving Official/Title [REDACTED], Program Integrity	Signature

Authentication Number: 136D440CE6D3AC58D3E5991374F89AFD

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Service employees to unclassified duties (tasks and responsibilities that have not been assigned an occupational series, title, and grade level) for more than 240 days. A review of [REDACTED] travel by BIA travel specialists showed that the Government paid nearly \$178,000 for expenses associated with her detail.

In addition, it appeared that [REDACTED] to the Assistant Secretary for Indian Affairs and [REDACTED] supervisor during her detail, tried to influence the EEO process to benefit [REDACTED]. Her EEO complaint was ultimately dismissed as being without merit.

We also found that [REDACTED] granted [REDACTED] multiple waivers authorizing her to rent an SUV costing more than \$30,000 over the course of her detail. He did not include written justification, as required. [REDACTED] admitted during her interview that she should not have rented the SUV for an extended period. Moreover, [REDACTED] granted [REDACTED] waivers authorizing her to receive 100 percent per diem while she was on extended detail, again without the required written justification. [REDACTED] never actually received 100 percent per diem, however, because BIA travel employees denied the claims. [REDACTED] also authorized [REDACTED] to maintain lodging in the Washington, DC, area while returning to her home in Muskogee, OK, for a total of 283 days during her detail, resulting in a loss to the Government of over \$33,000.

Finally, we found that from September 1, 2011, through February 25, 2012, [REDACTED] did not submit her travel vouchers, and [REDACTED] did not approve them, within the time required by Federal travel regulations.

The U.S. Attorney's Office for the District of Columbia has declined to prosecute this case.

### **DETAILS OF INVESTIGATION**

On August 25, 2011, the Office of Inspector General (OIG) initiated this investigation after receiving complaints that Bureau of Indian Affairs (BIA) officials did not act on a proposed suspension for [REDACTED], Eastern Oklahoma Region, BIA. [REDACTED] had also been detailed to Washington, DC, for an extended period, allegedly wasting Government funds. We initially focused our investigation on [REDACTED] suspension and extended detail. We later began looking into issues associated with her travel, including her renting, without justification, an SUV instead of a compact vehicle; requesting to receive 100 percent per diem when only 55 percent is authorized for employees on extended detail; and returning to her home in Muskogee, OK, while maintaining lodging in the Washington, DC, area.

### **[REDACTED] Proposed Suspension**

Between 2005 and August 2011, OIG received 17 formal complaints involving [REDACTED]. Some came from current and former BIA employees with the Eastern Oklahoma Region, which [REDACTED] used to manage, and others from private individuals, some of whom conducted business with BIA (**Attachment 1**). The complaints, which were forwarded to BIA, ranged from mismanagement, discrimination, abuse of authority, retaliation, and creating a hostile work environment to misusing Federal funds and steering contracts.

We interviewed former BIA Director Jerold Gidner, who said that in the summer of 2009, BIA began receiving a lot of complaints about [REDACTED] some of which were referred by OIG, from the Eastern

Oklahoma Region (**Attachments 2 and 3**). Gidner said that because so many of the complaints alleged retaliation by [REDACTED], he asked her supervisor, [REDACTED] for Field Operations [REDACTED] to look into the matter. Gidner said he also spoke with [REDACTED] by telephone about the issues, and she "vehemently denied" the allegations.

According to Gidner, [REDACTED] finished his inquiry and told him: "It looks like there's something going on. We need to do more." Gidner said that he then asked Michael Oliva, Director of the Office of Internal Evaluation and Assessment, Office of the Assistant Secretary for Indian Affairs (AS-IA), to conduct a formal review. Gidner said that in November 2009, he placed [REDACTED] on administrative leave to ensure employees felt comfortable talking to Oliva's team (**Attachment 4**). He said that because he did not want [REDACTED] to be on administrative leave for too long, he also detailed her to Washington, DC, for 120 days starting the week after Thanksgiving in 2009.

Sometime before [REDACTED] went to Washington, Gidner said, [REDACTED] told him that [REDACTED] had contacted [REDACTED] for Indian Affairs [REDACTED] saying she did not want to work for Gidner because she had filed an Equal Employment Opportunity (EEO) complaint against him. Gidner said that [REDACTED] told him [REDACTED] wanted [REDACTED] to work for AS-IA.

Gidner warned [REDACTED] not to place her there because she was under review for ethical violations. He said Sharon Eller, Director for the U.S. Department of the Interior's Office of Civil Rights, also told [REDACTED] not to place [REDACTED] in AS-IA, but their advice was disregarded and [REDACTED] began reporting to that office. We interviewed Eller about this issue, and she confirmed that she advised [REDACTED] not to place [REDACTED] in such a highly visible position, but he responded that [REDACTED] had "good administrative skills" and he "needed help" (**Attachments 5 and 6**).

Gidner told us that sometime in the winter of 2010, he received Oliva's report on [REDACTED], which outlined that she had poor management practices and interfered with the EEO process in her region. It also stated that [REDACTED] ordered 40 extra security cameras for her office, with live feeds, to monitor employees. Gidner said, however, that the report was not as detailed as he had hoped it would be. He said [REDACTED] also received the report and met with him and Oliva about the findings, but [REDACTED] did not seem to care and had clearly already "embraced" [REDACTED] in AS-IA.

In our interview with [REDACTED], he discussed the preliminary inquiry he conducted into the complaints against [REDACTED] (**Attachments 7 and 8**). He told us he spoke with five or six managers at the regional office by telephone. All of them, he said, essentially told him the same thing: "There is a good list and a bad list when it comes to dealing with [REDACTED]. If you're on the bad list, bad things happen. If you're on the good list, good things happen."

[REDACTED] said that he received a copy of Oliva's report in March 2010, around the same time Michael Black became the BIA Director (see Attachments 7 and 8). Like Gidner, [REDACTED] felt that while the report highlighted [REDACTED] conduct and behavioral problems, it was not complete. He explained that the team did not obtain sworn statements from interviewees, which he felt was important, and the report did not have much supporting documentation other than the team members' notes. When asked why [REDACTED] was never interviewed by Oliva's team, [REDACTED] said he remembered that Oliva had previously interviewed her regarding a misappropriation of funds issue, and Gidner may have decided that interviewing her again would not be productive. [REDACTED] admitted, however, that in retrospect, [REDACTED] should have been interviewed.

We interviewed Michael Oliva, who reviewed the allegations that [REDACTED] was creating a hostile work environment (**Attachments 9 and 10**). According to Oliva, his team interviewed approximately 50 current and former BIA employees of the Eastern Oklahoma Region in November 2009, and many of them felt discriminated or retaliated against by [REDACTED]. Some of the individuals were physically shaking during their interviews, he said, and feared retribution by [REDACTED].

Oliva said his review confirmed that [REDACTED] fostered a hostile work environment and engaged in retaliation, harassment, and mismanagement. The team's final report was issued on March 16, 2010 (**Attachment 11**). When asked why the team did not interview [REDACTED], Oliva said Gidner decided to remove [REDACTED] from the Eastern Oklahoma Region during the review, and he (Oliva) understood that he would not be interviewing her. He said he believed management was responsible for deciding whether to interview [REDACTED] after his work was finished. Oliva later stated that when he briefed [REDACTED] on his findings, [REDACTED] classified them as "minor personnel issues." He said [REDACTED] admitted that [REDACTED] could be abrasive but said: "All I know is she gets my work done."

[REDACTED], told us she received Oliva's report in June 2010 to review for any appropriate disciplinary action (**Attachments 12 and 13**). After reviewing the report, [REDACTED] said, she realized that "a lot of emotion" was in the document, but it did not contain specific information about where and when alleged actions occurred. She also found it odd that [REDACTED] was never interviewed about the allegations against her.

Around July 2010, [REDACTED] said, she and her supervisor, BIA Human Resources Director Jim Burckman, met with Oliva to discuss the report. Based on the information available, they decided the maximum disciplinary action available was a 30-day suspension. [REDACTED] said that when she compiled the proposal for disciplinary action, she focused on the three issues that could best be substantiated: first, [REDACTED] had a relationship with a contractor, which created the appearance of a conflict of interest; second, [REDACTED] denied certain BIA employees access to the Indian trust account management system, which interfered with their job performance; and third, [REDACTED] apparently harassed a BIA employee.

[REDACTED] said she brought the final proposal to Burckman, who agreed with the recommendation (see **Attachments 12 and 13**). At the end of August 2010, [REDACTED] provided a draft suspension proposal to [REDACTED] of the Branch of Personnel Litigation in Civil Rights, Office of the Solicitor (SOL), who referred the matter to attorney [REDACTED]. [REDACTED] stated that in October 2010, the proposal was finalized, and [REDACTED] made three complete packages—one for [REDACTED]; one for [REDACTED], the proposing official; and one for Michael Black, who would make a final decision on the matter based on [REDACTED] response (**Attachment 14**).

[REDACTED] said that she and Black emailed each other throughout November 2010 because [REDACTED] attorney had questions about the proposal and requested an extension to respond to it. After these issues were resolved, she said, all Black would have to do was sign a letter drafted to [REDACTED] attorney. When [REDACTED] did not hear from Black for 2 months, she sent him an email, but he never responded. After that, [REDACTED] said, [REDACTED] proposed suspension sat for close to a year. She could not explain why this occurred. (We also interviewed Jim Burckman, whose comments mirrored [REDACTED] [**Attachments 15 and 16**]).

[REDACTED] also told us that after he signed the proposal, he checked in with Black at different times to get the status, and Black agreed that a decision needed to be made (see **Attachments 7 and 8**). [REDACTED] said Black never expressed an opinion on the suspension, but [REDACTED] was cautious about their conversations on the issue because Black and [REDACTED] met regularly and had been peers when they were regional directors.

█████ said he never talked about Oliva's findings with █████, but █████ did ask for a copy of the report once he knew it had been issued. █████ initially refused but eventually gave it to him after conferring with SOL. According to █████, █████ told him that █████ was "the greatest thing" he had "ever come across," and he wanted her to be his chief of staff. When asked if █████ and █████ were interfering with the deliberative process for █████, █████ replied: "I hate to say it that way, but it appears that way."

When we asked if █████ being placed in AS-IA appeared to be a promotion, █████ said: "I'll tell you, the regional directors and the deputy regional directors are all watching this. They are all saying: 'Okay. If you get in trouble, all you've got to do is run to the front office and you'll get saved.'"

We interviewed █████, who confirmed that on October 18, 2010, she approved the legality of █████ proposed suspension (**Attachments 17 and 18**). "At the end of the day, we felt comfortable that there was enough to support it," she said.

█████ told us that on February 9, 2011, she met with █████ Black, and a couple of other people whom she could not recall to discuss several personnel matters. █████ name came up, and █████ said █████ told her that he and Black wanted to talk to █████ and try to settle both the proposed suspension and the EEO claim she had filed against █████ and Gidner. █████ informed █████ that he and Black could not settle these issues without SOL approval, but that he could talk with █████ simply to gather more information from her.

█████ said █████ EEO complaint listed seven claims, including discrimination based on her sex and tribal affiliation. One issue outlined in the complaint, she said, was that █████ received a "superior" rating rather than an "exceptional" rating on her performance evaluation. Another issue was that she had been placed on administrative leave while BIA was reviewing allegations against her. She also claimed that she had been wrongfully placed on detail to Washington, DC.

According to █████ in June 2011, she received an order from the EEO Commission stating that █████ had filed her discrimination claims there (**Attachment 19**). During the summer, she said, Black informed her that █████ submitted a binder to him detailing what she wanted to resolve her EEO complaints. Her list included hundreds of thousands of dollars and letters of apology from employees; she also wanted her suspension to be rescinded. █████ described the demands as "extreme," and she told Black they could not be met. Black replied that he would tell █████

█████ said that █████ also visited her office several times that summer, stating that he believed he had the authority to negotiate with █████. He also said the Executive Resources Board (ERB), which oversaw issues related to █████'s Senior Executive Service (SES) appointment, wanted to settle everything, as did █████. █████ said that although other employees seemed to have problems with █████'s management style, he thought she was a great employee. At one point, according to █████, he also said he thought █████ could be given a "six-figure" EEO settlement because another employee had recently received that amount. She said she told █████ that █████'s EEO case had no merit, and that type of settlement was not possible. She also told him the suspension was warranted.

█████ said she kept her supervisor, █████, apprised of her conversations with █████, and they became concerned about whether he should be involved in any actions regarding █████. She said Black also told her that he was friends with █████ and felt uncomfortable about being involved in her suspension.

We spoke with [REDACTED] who agreed with [REDACTED] that [REDACTED] EEO complaint had no merit (**Attachment 20**). She became concerned when she found out from [REDACTED] that [REDACTED] wanted to settle [REDACTED] EEO complaint for six figures. She said SOL had a sense that BIA and AS-IA were not handling [REDACTED] issues properly and that [REDACTED] was not being objective in his involvement.

[REDACTED] and [REDACTED] expressed their concerns to [REDACTED] supervisor, [REDACTED], General Law, SOL, as well as other Interior officials, including [REDACTED], [REDACTED], [REDACTED]; [REDACTED], [REDACTED]; and [REDACTED], [REDACTED].

[REDACTED]. The group ultimately agreed that someone who could be more objective and who did not have a personal relationship with [REDACTED] should be the deciding official for the suspension. In September 2011, at [REDACTED] recommendation, Robert More, the Director of Interior's Office of Hearings and Appeals, became the deciding official for both the EEO complaint and the suspension.

[REDACTED] told us he agreed with [REDACTED] and [REDACTED] that [REDACTED] proposed 30-day suspension was legally sufficient and that her EEO complaint was without merit (**Attachments 21 and 22**). In August 2011, he said, he learned from [REDACTED] that [REDACTED] had told her he wanted to get involved with [REDACTED] EEO complaint. At this point, [REDACTED] said, he felt that something "was not quite right," stating: "Given the fact that the attorneys who reviewed this had a pretty strong and uniform view that the EEO complaints were without merit, starting negotiations in the six figures struck me as odd and inappropriate."

[REDACTED] said [REDACTED] also told him that [REDACTED] claimed the ERB wanted him to resolve [REDACTED] EEO complaint. [REDACTED] explained that during his time working for the General Law Division, ERB had never directly engaged in an EEO issue. He said he asked ERB members [REDACTED] (and possibly ERB advisor [REDACTED] about [REDACTED] statement, and they denied ever telling [REDACTED] that he needed to resolve [REDACTED] complaint. "It was at that point that it really came to crystallize in my mind that [REDACTED] EEO complaint and her suspension], which are essentially linked, needed a different approach," [REDACTED] said. This was why he suggested that the decisions for both the EEO issue and the proposed suspension be taken out of the AS-IA/BIA chain of command and placed with More.

We interviewed [REDACTED], who said she got involved in the issues surrounding [REDACTED] due to [REDACTED] status as an SES employee, which ERB oversees (**Attachments 23 and 24**). [REDACTED] said she talked to [REDACTED] about [REDACTED] suspension at least six times during the spring and summer of 2011, and he told her [REDACTED] was "doing such a great job" working for him and he wanted to "stay out of it." She said that because [REDACTED] was above Black, the deciding official on the suspension, and [REDACTED] liked [REDACTED] Black was in a difficult position.

In July or August 2011, [REDACTED] said, [REDACTED] came to her and said: "We're sort of running out of time in this administration. [REDACTED] is doing such a great job, and we need to find her a permanent home." She said [REDACTED] told her he wanted to speak with ERB members, who had to approve any transfers for SES employees, to see what position he could propose for her. [REDACTED] said she told [REDACTED] that [REDACTED] suspension needed to be resolved before the ERB could approve a transfer. [REDACTED] informed her that [REDACTED] would probably settle the EEO complaint she had filed and then BIA could drop the disciplinary action. [REDACTED] told him, however, that the EEO complaint and the discipline were "on separate tracks." She advised him to have BIA make a decision on suspending [REDACTED] as her performance issues had nothing to do with the EEO case. Once the disciplinary action had been approved, the EEO case could be negotiated "further down the line," she said.

█████ told us that around this time, she found out that █████ was telling SOL that ERB had tasked him with “tak[ing] care of the █████ issue” and resolving both the discipline and the EEO complaint. █████ checked with █████ who said she had never informed █████ of this. █████ confirmed that she and █████ met in September 2011 with SOL officials █████ and █████ as well as █████ and █████ and that they all agreed that █████ being involved in the decision-making process for either the proposed suspension or the EEO complaint could be a conflict of interest. On the decision to let More act as the deciding official, █████ said she had never heard of another instance in which Interior officials stepped in and took a pending disciplinary action away from a bureau because of inaction.

We also interviewed █████ (Attachments 25 and 26). She said she spoke with █████ about █████, and he wanted to get her thoughts on █████ being placed permanently in certain positions within AS-IA. █████ stated that █████ name also came up during a review that her office performed of BIA’s budget, finance, and acquisition functions. It was interesting, she said, that a “constant thread” in all three teams’ findings was that █████ was directing all of the day-to-day work in these areas, which were outside her purview. █████ said that around the time she received her teams’ results, she also received Oliva’s report on █████. The report had findings similar to those of her teams, including claims from employees that █████ treated them poorly and claims of reprisal and favoritism by her.

When we interviewed Michael Black, he said that in March 2010, he assumed the responsibilities related to █████ proposed 30-day suspension (Attachments 27 and 28). He was not involved in the BIA review of her behavior by █████ or in her removal and detail to Washington, DC. He said he did his best to “stay out of” the issues involving █████ when he arrived in Washington because he was going to be the deciding official, and he wanted to look at everything independently.

Black said he was involved in early discussions with █████ and █████ about where she could be placed while on detail in Washington, DC. He said that all three of them had concerns about █████ proposed suspension, but they also wanted to make the best use of her skills. Black said he did not have any positions available for her at BIA headquarters and did not see anything available in the Bureau of Indian Education, so he recommended that █████ work for AS-IA under █████. One of the reasons why Black felt this was a good move for █████ he said, was that she would not have decision-making authority over her regional office, where allegations against her originated, nor would she be supervising anyone.

When asked about the perception by other BIA employees that working for █████ was a promotion for █████, Black said he did not intend this and felt that a regional director had more authority than someone working for the chief of staff did. He admitted that he had received complaints about █████ since she moved to AS-IA, but he felt they dealt mostly with █████ “approach,” explaining that she was “very direct.”

Black said that when he finally received Oliva’s report on █████, it portrayed her as being “mean” and treating people poorly. Like others who reviewed the report, however, he felt that █████ not being interviewed made the report seem “one-sided.” When he received █████ proposed 30-day suspension in the fall of 2010 from █████, he said, he knew that it had been approved by BIA’s human resources personnel as well as SOL. Black said he initially had to work with █████ attorneys, who were requesting more documents. Then he decided to put his decision on hold due to █████ EEO complaint. He said he was hoping to settle both issues with █████, rather than go through the EEO process. In the past, he said, BIA had not done well with EEO cases, and the Department had had to pay complainants “a lot of money.”

According to Black, starting in late spring of 2011 he and [REDACTED] had numerous informal discussions in which he tried to see if they could come to an agreement, but this did not occur. She wanted the suspension to be completely removed from her record, and she also wanted a six-figure settlement, he said. "We were very far apart," he explained. Black said [REDACTED] never interfered in his decision on the suspension or the EEO case, and he never felt that making a decision against [REDACTED] would cause him any problems up front." He said he knew [REDACTED] had a high opinion of [REDACTED] but this did not affect his judgment.

We asked Black why the [REDACTED] sat with him for nearly a year. He admitted that he was uncomfortable being the deciding official because he did not agree with [REDACTED]'s initial review of [REDACTED] and he also had a good working relationship with her: "You know, if I've got issues with the Regional Director, or the Deputy Director, or one of my staff, I want to sit down with them and reason with them, and explain it to them . . . and say here's what's going to happen if you don't change [your] behavior, or activity, prior to just all of a sudden, boom, off-shooting into this big investigation." Black said he might have started the process by giving [REDACTED] a warning.

When asked why he did not simply dismiss the proposed suspension, Black said: "We've got employees out here that are watching this, and some of them may have been treated unfairly." He said that in retrospect, he should have made a decision on the suspension and let the EEO process work itself out. He said he would have probably reduced the suspension. Black believed this should have been his decision, however, and he regretted the Department taking it away from him.

We also interviewed [REDACTED] who said that around January 2010, he and [REDACTED] held a conference call with [REDACTED], and they discussed her coming to work for AS-IA rather than BIA (**Attachments 29 and 30**). [REDACTED] said [REDACTED] wanted to take advantage of [REDACTED] skills as an SES employee. [REDACTED] also had a lot of work to do and needed the help, he said. According to [REDACTED], he later learned that [REDACTED] and [REDACTED] met face to face around the time of this conference call, but he did not know what they discussed.

[REDACTED] said he did not believe that he knew about the suspension proposal drafted for [REDACTED] at the time of the conference call, but he knew she had been under review. He said he had talked with [REDACTED] and [REDACTED] about the allegations, and they indicated that she was allegedly using video cameras to watch her employees in the Eastern Oklahoma Region and that she had a relationship with a BIA contractor. [REDACTED] did not recall any allegations that [REDACTED] retaliated against or harassed her employees.

When asked if [REDACTED] warned him about placing [REDACTED] in such a prominent position while she was under review, [REDACTED] responded that he thought he recalled this and someone telling him it appeared that [REDACTED] had been promoted. [REDACTED] said he did initially share this concern, but he felt [REDACTED] work product overcame this issue.

[REDACTED] told us that since [REDACTED] started working for him, she helped put together an emergency preparedness plan for the office and assisted with AS-IA/BIA's budget process, among other projects. He said he heard rumors that BIA employees working on the budget did not want to report to [REDACTED] but he did not know why they would make that complaint since no one reported to her. When asked about [REDACTED] level of authority, he said he informed employees that they should treat any request from her as a request from [REDACTED].

[REDACTED] said that at some point, [REDACTED] gave him Oliva's report on [REDACTED] but he never read the document

because he was busy and he was told that he did not have the authority to act on it. He later found out that the BIA human resources division proposed that [REDACTED] be suspended for 30 days based on the report.

We asked [REDACTED] why the suspension proposal, which was endorsed by [REDACTED] and SOL, sat with Black from the fall of 2010 until the summer of 2011, and he said he did not know. He said he followed up with [REDACTED] and Black multiple times and told them to make a decision on the proposal. "I didn't want to get involved in the merits," he said. "It was like, 'Just make a decision.'" He said that if Black had upheld the 30-day suspension, he would not have interceded. When asked what position he wanted for [REDACTED] he said he wanted her to be the special counselor to [REDACTED].

According to [REDACTED], in the summer or fall of 2010, he went to ERB members and told them he was going to submit a proposal to make [REDACTED] a permanent AS-IA employee. He said they consistently informed him that ERB could not approve a permanent position for [REDACTED] until both the disciplinary action and [REDACTED] EEO complaint were decided. When we informed him that [REDACTED] said only the disciplinary action needed to be resolved, [REDACTED] said he specifically remembered her telling him that the EEO issue also needed to be decided. He admitted that it did not make sense to him that the EEO issue would have any bearing on [REDACTED] becoming permanent, but this is what he remembered being told.

[REDACTED] said that in August 2011, he attempted to intercede in both the EEO matter and the suspension because a decision had not been made. He said he wanted the opportunity to "try and resolve it" because "nobody else was doing it." When asked what his decision would have been on the suspension, he said he did not know because he had not read the report. When asked if he ever indicated to anyone that he wanted to "settle" with [REDACTED], he said he did, but he did not mean that he wanted to pay her a sum of money. He meant that he wanted to resolve the matters and negotiate with her. He said that when he asked [REDACTED] what his financial parameters were for resolving the issues with [REDACTED] she told him \$5,000. He said that at that point, even without knowing Oliva's findings, he did not feel he had room to negotiate.

When asked if he wanted to settle [REDACTED] EEO case for six figures, as SOL believed after his conversation with [REDACTED] [REDACTED] said he was just trying to figure out his parameters for negotiations but was not even close to coming up with a figure. He wanted to know how much Interior had settled for in the past and how those cases were different from [REDACTED]. When asked how he could have been involved at this level—speaking to SOL and ERB and trying to get involved in negotiations—without having read Oliva's report, [REDACTED] said he had worked "day in and day out" with [REDACTED] and thought highly of her work.

We asked [REDACTED] to characterize his relationship with [REDACTED] and he said he did have a personal relationship with her and considered her a friend. They ate lunch together and had dinner once. He did not think [REDACTED] had any sort of social relationship with [REDACTED].

We also interviewed [REDACTED] who confirmed that in October 2009, she received a telephone call from [REDACTED] telling her that employees from her region had complained about her (**Attachments 31 and 32**). According to [REDACTED] [REDACTED] said he was placing her on administrative leave until a review could be conducted, and she was not allowed to return to her office. [REDACTED] said she asked [REDACTED] to tell her the specifics concerning the complaints against her, but he never did.

[REDACTED] told us that when Jerold Gidner directed her to be detailed to Washington, DC, she called [REDACTED] and requested a meeting. He agreed, and they met for breakfast at a restaurant in Alexandria, VA, where she explained that she did not want to work for Gidner. [REDACTED] later agreed to assign

her directly to [REDACTED] She flew to Washington, DC, on January 12, 2010, and began working for him the next day.

We asked [REDACTED] to comment on her proposed 30-day suspension. She stated: "I think I should have had some due process, and somebody should have talked to me, heard my voice, at least given me a chance to at least, you know, find out what they were hearing and allow me a voice at the table. I never got that. I never knew anything until I got that proposal for a suspension."

On February 21, 2012, Robert More suspended [REDACTED] for 20 days (**Attachment 33**). On February 22, 2012, Interior's Office of Civil Rights issued a final agency decision that [REDACTED] had not been subjected to discrimination (**Attachment 34**).

### [REDACTED] Detail and Associated Travel Costs

From January 12, 2010, until February 25, 2012—a total of 775 days—[REDACTED] was on detail in Washington, DC. Title 5 of the Code of Federal Regulations (CFR), § 317.903, "Employment in the Senior Executive Service: Reassignments, Transfers, and Details," states that an agency may not detail an SES employee to unclassified duties (tasks and responsibilities that have not been assigned an occupational series, title, and grade level) for more than 240 days (**Attachment 35**).

We asked [REDACTED] about [REDACTED] extended detail to Washington, DC. She said the detail was never approved by ERB as required for details over 120 days (see Attachments 23 and 24). She said that although [REDACTED] was technically [REDACTED] supervisor, AS-IA employees would have been responsible for bringing the issue of [REDACTED] detail to ERB. Regarding the cost of [REDACTED] extended detail and travel, [REDACTED] said: "I think it's a waste."

During our interview of Michael Black, he said he did not know about the CFR section on extended details for SES employees (see Attachments 27 and 28). We asked him how the public would view the cost of [REDACTED] extended detail and travel to Washington, DC, with the pending disciplinary action, and he replied, "Probably not favorably." When asked about how BIA employees, especially those in [REDACTED] region, might view the matter, he admitted: "I can see where the perception would put that to be pretty unfair."

We obtained an analysis of [REDACTED] travel performed by BIA travel employees [REDACTED] and [REDACTED] (**Attachment 36**). They found that from January 12, 2010, through February 25, 2012, [REDACTED] incurred \$177,977 in expenses associated with her detail.

[REDACTED] and [REDACTED] also found that [REDACTED] rented an SUV without justification. [REDACTED] travel files contained three memoranda from [REDACTED], documented in all of her travel vouchers, authorizing her to upgrade her rental vehicle to an SUV, but these documents contained no required explanation (**Attachment 37**). According to Interior's "Travel Guide for the Smart Traveler," attached to an Office of the Assistant Secretary for Policy, Management and Budget memorandum dated August 3, 2004, Interior employees are normally expected to rent a compact vehicle while on official travel, unless transporting equipment or traveling with two or more people (**Attachment 38**). An August 23, 2011 memorandum from the Office of Financial Management further instructs that "Interior policy limits vehicle size to compact vehicles only," unless a traveler will be driving through rough terrain, traveling with others, or transporting equipment, or if the traveler has a medical condition or physical size that would require a larger car (**Attachment 39**).

According to the review, [REDACTED] vehicle rentals totaled \$30,157 (see Attachment 36). Had she rented a compact car, the review stated, the Government would have saved an estimated \$10,495.

**Investigator's Note:** We sent a management advisory to AS-IA in December 2011 addressing [REDACTED] SUV rental, and her monthly vehicle charges later decreased from approximately \$1,500 a month to \$1,000 a month.

[REDACTED] and [REDACTED] also found that [REDACTED] continued to request full per diem for meals and incidentals when only 55 percent was authorized. According to an Interior financial management memorandum dated April 29, 2009, when travel assignments last over 30 days, the per diem rate will be reduced to 55 percent of the full rate, including lodging, meals, and incidentals, unless a higher rate is fully justified (Attachment 40). Similar to the SUV waivers, [REDACTED] wrote 16 memoranda authorizing [REDACTED] to receive full per diem with no justification (Attachment 41). BIA travel employees, however, continued to reduce [REDACTED] per diem to the required 55 percent, so she never received the full amount requested.

In December 2011, we interviewed [REDACTED] who confirmed that in mid-September 2011, she was assigned to review [REDACTED] travel vouchers from January 12, 2010, through August 31, 2011 (Attachments 42 and 43). [REDACTED] could not recall how she received this assignment. According to Internal Revenue Service rules and regulations, [REDACTED] explained, employees on detail for over a year had to claim their travel payments as taxable income. Although [REDACTED] was on detail for almost 2 years, [REDACTED] said, she did not pay any taxes on this money.

**Investigator's Note:** We interviewed [REDACTED] again in July 2012, and found that [REDACTED] had submitted additional travel vouchers related to her extended detail (Attachment 44). [REDACTED] confirmed that she and [REDACTED] also analyzed these travel vouchers, which covered September 1, 2011, through February 25, 2012. According to [REDACTED] as of July 2012 [REDACTED] still had not paid any taxes on her travel payments.

During her initial review of [REDACTED] vouchers, [REDACTED] said, she found "quite a few inconsistencies" and "a lot of disregard for the rules and regulations" in addition to the tax issues (see Attachments 42 and 43). She also said that in November 2011, BIA Chief Financial Officer Vicki Forrest ordered her to "cease and desist" her review of [REDACTED] travel. [REDACTED] said she had written to [REDACTED] [REDACTED] requesting more time to review the vouchers.

[REDACTED] also wrote [REDACTED] an email, which was forwarded to Forrest on November 1, 2011, stating that [REDACTED] vouchers might be "a misuse of government funds" (Attachment 45):

After printing and reviewing all of [REDACTED] Travel vouchers, [REDACTED] and [sic] has found that [REDACTED] is significantly out of compliance. It is not simply the Tax issue . . . that was originally being investigated. [REDACTED] will most likely owe BIA money for misuse of government funds, failure to comply with the prudent traveler rule, or other regulation non-compliance. When the audit and research is complete, [REDACTED] [sic] [REDACTED] will provide the totals and results.

[REDACTED] told us that [REDACTED] became upset over this characterization and told them to stop their review of [REDACTED] records. [REDACTED] also said she heard a rumor that [REDACTED] and [REDACTED] were friends. [REDACTED] sent the following email to [REDACTED] on November 1 (see Attachment 45):

[REDACTED] I don't want any more of this -investigation" as you termed it to continue until after we meet tomorrow morning. I also did not call for an -audit" as you termed it. I want the efforts below by multiple staff members to cease and desist. I appreciate your attention to detail. However, using words like -misuse of government funds" before you know all the facts is quite disturbing.

At [REDACTED] request, the National Business Center (NBC) conducted a second, limited analysis of [REDACTED] travel. [REDACTED] with the NBC Travel Payments Section, found that from January 12, 2010, through August 31, 2011, the Government paid \$131,229 in travel costs associated with [REDACTED] detail (**Attachments 46 and 47**).

According to [REDACTED] analysis, [REDACTED] claimed that she was on official travel in the Washington, DC area for 597 days from January 12, 2010, through August 31, 2011. During that time, however, she returned to her home in Muskogee, OK, for 227 days, while still maintaining a hotel room and receiving lodging per diem in Washington. According to Federal travel regulations, [REDACTED] was not in official travel status while in Oklahoma and was not authorized to receive lodging per diem during her return trips to Muskogee. [REDACTED] found that these unauthorized claims resulted in a loss of \$30,333 to the Government. [REDACTED] also identified overpayments and underpayments to [REDACTED] concerning her airfare, baggage, and rental cars, resulting in an additional overpayment of \$2,178.

In addition to BIA's and NBC's reviews, we found that [REDACTED] travel vouchers for the period September 1, 2011, through January 31, 2012, were not submitted in a timely manner in accordance with Federal travel regulations (**Attachment 48**). According to the regulations (41 CFR §301-52.7), travel vouchers must be submitted within 5 working days after an employee completes a trip, or period of travel, or every 30 days if in a continuous travel status. On December 29, 2011, [REDACTED] submitted a voucher for travel occurring from September 1 through 30, 2011. [REDACTED] approved the voucher on April 2, 2012. Likewise, on March 27, 2012, [REDACTED] submitted a voucher for travel occurring from October 1 through 31, 2011. [REDACTED] approved this voucher on April 2, 2012. [REDACTED] did the same thing on April 5, 2012, submitting a voucher for travel occurring from November 1, 2011, through January 31, 2012. [REDACTED] approved it the same day.

We interviewed [REDACTED], a BIA [REDACTED] with the Division of Fiscal Services, who at one point served as acting chief of the division (**Attachments 49 and 50**). At the end of March 2011, he said, [REDACTED] instructed employees in the travel section of his office, including [REDACTED] and [REDACTED], to pay [REDACTED] for past travel in which she did not receive 100 percent per diem for expenses. [REDACTED] and [REDACTED] expressed concern to him that they were being told to violate the regulations, he said.

According to [REDACTED] he wrote an email to [REDACTED] in response, attaching the travel regulations and stating that his office could not pay [REDACTED] the full per diem. He said he believed that even [REDACTED] did not have the authority to authorize [REDACTED] to receive these funds. [REDACTED] said he told [REDACTED] over the telephone that he did not want to be insubordinate to her instructions, and if she sent him an email authorizing him to make the payment to [REDACTED], he would do it. [REDACTED] subsequently stopped asking him to issue the payment. He said Forrest never explained why [REDACTED] needed to receive the full per diem, but he said the two women were "good friends." [REDACTED] did not believe [REDACTED] received the full per diem reimbursement, and that this was because the travel employees refused to violate the regulations.

We also interviewed [REDACTED], who said that on May 23, 2011, she received an email from [REDACTED] directing her to "reimburse" [REDACTED] for 100 percent per diem incurred during [REDACTED] extended detail (**Attachments 51 and 52**). [REDACTED] explained the 55 percent policy to [REDACTED] and also met with her in September 2011 to explain that [REDACTED] was not authorized to receive 100 percent per diem.

We obtained copies of emails from [REDACTED] to the BIA employees reviewing [REDACTED] travel. [REDACTED] May 23, 2011 email to [REDACTED] and [REDACTED] (copying [REDACTED]) stated the following (**Attachment 53**):

Since January 2010, [REDACTED] had an approved waiver for her official travel while on detail to receive full MI&E per diem costs. This has not occurred as the OCFO did not recognize the authority of the waiver(s) submitted. [REDACTED] has only received 55% of the MI&E per diem for her detail; this totally ignores the approved waiver(s) for such costs. Therefore, please do what is necessary to remedy the situation by processing the payment(s) to reimburse [REDACTED] for the remaining 45% of the approved MI&E per diem as quickly as possible for the period January 2010 to now, and please complete these transactions no later than June 15, 2011.

On June 7, 2011, [REDACTED] informed [REDACTED] by email that [REDACTED] could not be reimbursed the full per diem (see Attachment 53). [REDACTED] responded: —"Thanks [REDACTED] is it the regs or the departmental policy that says this documentation is needed? She has a signed waiver from the Assistant Secretary's office. That isn't sufficient?"

[REDACTED] said he believed that [REDACTED] retaliated against him after he refused to pay [REDACTED] per diem (see Attachments 49 and 50). [REDACTED] removed him from his acting role, and he went back to being a staff accountant. [REDACTED], whom [REDACTED] said was a GS-11, took over the acting role. [REDACTED] said he was a GS-14 with 41 years of Government experience. In light of this, he said, he filed an EEO complaint against [REDACTED]

We interviewed [REDACTED] twice on this matter (**Attachments 54, 55, 56, and 57**). She admitted that she and [REDACTED] were friends but said [REDACTED] was not in her chain of command and she did not interact with her daily. [REDACTED] said [REDACTED] came to her, possibly in the summer of 2011, and told her that [REDACTED] had signed waivers approving her to receive 100 percent per diem, but she was not getting this and wanted a refund. [REDACTED] initially said she asked her staff to look into whether [REDACTED] should receive the full amount, and she denied that she told her staff to pay [REDACTED]. When we showed Forrest her May 23, 2011 email to [REDACTED] and [REDACTED] however, she admitted that it appeared as if she had directed them to pay her.

[REDACTED] said that when [REDACTED] informed her that [REDACTED] could not receive the money and cited the regulation, [REDACTED] pressed him to answer specifically why the waiver was not sufficient. When asked why [REDACTED]'s first explanation was not good enough, [REDACTED] said she wanted him to give her a copy of the rules so she could read them herself.

When asked about [REDACTED] allegation that he told her over the phone that if she wanted [REDACTED] per diem paid, she would have to send him an email telling him to do it, [REDACTED] said this never occurred. She characterized [REDACTED] as a "disgruntled" employee. She said that if any of her employees felt pressured by her to pay [REDACTED] full per diem, this was "perceived" pressure. We asked [REDACTED] if she removed [REDACTED] as acting chief of the division because he refused to pay [REDACTED] per diem, and she denied it; she said she removed him because of his lack of knowledge and management ability.

█████ said that after seeing the regulations, she did not believe █████ should receive the full per diem based on █████ waiver. She said she never received pressure from █████ or █████ to reimburse █████ the full amount. We asked █████ if she would normally get involved in a matter such as this for a lower-level employee. She said she would not, but █████ had asked for her help and she had intervened on other occasions where people requested her assistance.

We questioned █████ about the email she sent to █████ in which she told him to stop his review, and she said she did not like his use of the phrase "misuse of funds" when characterizing █████ travel. "I didn't want an investigation," she said. "My staff doesn't do investigations. My staff doesn't do audits."

After reviewing the issues pertaining to █████ travel, █████ said, she did not believe anything illegal occurred, but she felt BIA officials needed to be aware of the length of █████ detail and the amount of money that had been spent on her travel. She said that when her new supervisor, █████ arrived in October 2011, she informed him of █████ extended detail and travel expenses.

We asked █████ why she continued to email her staff and involve herself in the issues surrounding █████ travel when she originally stated that she wanted to stay out of it because they were friends. █████ replied: "I'm taking as much of an independent approach as I can."

During his interview, █████ acknowledged that █████ travel costs associated with her extended detail were a potential waste of Government money (see Attachments 29 and 30). He said he knew that ERB had to approve details over 120 days, but he did not know that SES employees could not be detailed for over 240 days. He reiterated that he tried to push █████ and Black to make a decision on the suspension, which would have allowed him to give █████ permanency and reduce her travel.

█████ also said he authorized █████ to rent an SUV rather than a compact car during her detail. When asked why he did this, he said: "She asked for one . . . I signed the waivers." He said that initially █████ needed the SUV because of heavy snow in the Washington area, and that after the winter "it just continued." He explained: "When she would come in with the waivers, she'd come in and say, 'Here [are] waivers for the SUV,' and I was like, 'Okay, █████ are we good here on this one?'" And at the time when this was starting, I didn't know that rule. Honestly." █████ admitted that he knew an SUV cost more to rent than a compact car most of the time, and this increased the cost of her travel. He said █████ had told him: "We've got to have this paperwork to cover ourselves. Here, sign." █████ said he signed the documents trusting that █████ knew the regulations.

When asked why he signed waivers for █████ to receive 100 percent per diem when only 55 percent is authorized for employees on detail for over 30 days, █████ responded: "I did the paperwork, again, relying on her to know the rules." He said █████ never indicated to him why she felt she needed 100 percent per diem.

We asked █████ if he knew that while she was on detail, █████ made regular trips home to Muskogee, OK, while maintaining her hotel room in Washington, DC. He responded: "I am aware of that," saying he learned of this "maybe 4 [or] 5 months ago." █████ acknowledged the additional cost and said that he had reviewed █████ travel vouchers, but he stated: "I trusted in her to follow the rules and make sure that . . . everything was above board."

During a subsequent interview, █████ acknowledged that he did not review and process █████ travel vouchers from September 1, 2011, through January 31, 2012, in accordance with the timeframes noted in

Department policy and Federal regulations (**Attachments 58 and 59**).

During our interview of [REDACTED] we asked her if she knew of the regulations regarding time limitations for SES personnel on detail (see Attachments 31 and 32). She responded: –I know there was a regulation, and I raised that as part of my EEO. . . . I don't know which [citation] it is, and I thought it was like 540 days or something like that.”

[REDACTED] admitted she prepared and submitted requests for waivers that would allow her to drive an SUV rather than a compact car. When asked why she requested a waiver, [REDACTED] replied, “Because of snow.” When asked why she continued to submit requests for waivers throughout the remainder of her detail, [REDACTED] replied: “I think it [was] just by default. Quite honestly, that was my fault . . . I probably should have caught it . . . I probably should have stopped it.” We also asked [REDACTED] if she was aware that an SUV cost more to rent than a compact car, and she replied: “I don't think that it was an excessive cost.” According to [REDACTED] asked her –if we're still within policies and procedures and management discretion,” and she told him they were.

We asked [REDACTED] why she submitted a request for a waiver to receive 100 percent per diem. She responded: “Well, when I got here I heard they were making exceptions for law enforcement on some of their details, too, and I wanted to be treated equally.” We asked her if there was a reason why she required 100 percent per diem, other than her belief that other AS-IA employees were receiving it. She did not provide a specific justification for her request for waivers.

We also asked [REDACTED] if she maintained lodging in the Washington, DC, area when she returned to her home in Muskogee, OK. (Her trips back to Muskogee eventually totaled 283 days over the course of her 775-day detail [see Attachment 44]). She acknowledged that she did because the facility where she stayed in Virginia, Oakwood Executive Lodging, could not guarantee her a room if she checked out and returned 1 to 2 weeks later, nor could it guarantee that she would keep her rate of \$117 per night.

After our interviews with [REDACTED] and [REDACTED] submitted travel vouchers for September 1, 2011, through January 31, 2012, requesting reimbursement for her SUV rental and Washington hotel while in Oklahoma. [REDACTED] approved them.

#### SUBJECT(S)

1. [REDACTED], [REDACTED], Eastern Oklahoma Region, BIA, and Special Assistant to the Assistant Secretary, Indian Affairs
2. [REDACTED], AS-IA
3. Michael Black, Director, BIA
4. [REDACTED], BIA

#### DISPOSITION

The U.S. Attorney's Office for the District of Columbia has declined to prosecute this case. We are referring this report to [REDACTED] for the Secretary of the Interior, for any action deemed appropriate.

**ATTACHMENTS**

1. IAR – Review of OIG cases and complaints concerning [REDACTED] on September 19, 2011.
2. IAR – Interview of [REDACTED] on November 4, 2011.
3. Transcript of interview of [REDACTED] on November 4, 2011.
4. Memorandum of Administrative Leave from [REDACTED], Field Operations, to [REDACTED], BIA Eastern Oklahoma Region, dated October 30, 2009.
5. IAR – Interview of [REDACTED] on November 16, 2011.
6. Transcript of interview of [REDACTED] on November 16, 2011.
7. IAR – Interview of [REDACTED] on December 8, 2011.
8. Transcript of interview of [REDACTED] on December 8, 2011.
9. IAR – Interview of Michael Oliva on November 28, 2011.
10. Transcript of interview of Michael Oliva on November 28, 2011.
11. Memorandum of Investigation of Allegations Concerning [REDACTED] from Michael Oliva, Director, Office of Internal Evaluation and Assessment, to Deputy Director Operations, Bureau of Indian Affairs, dated March 16, 2010.
12. IAR – Interview of [REDACTED] on September 30, 2011.
13. Transcript of interview of [REDACTED] on September 30, 2011.
14. Memorandum of Notice of Proposed 30-Day Suspension from [REDACTED] Field Operations, to [REDACTED] Eastern Oklahoma Region.
15. IAR – Interview of Jim Burckman on September 28, 2011.
16. Transcript of interview of Jim Burckman on September 28, 2011.
17. IAR – Interview of [REDACTED] on October 3, 2011.
18. Transcript of interview of [REDACTED] on October 3, 2011.
19. U.S. Equal Opportunity Commission, Washington Field Office, Acknowledgement and Order No. 570-2011-00046X, dated June 17, 2011.
20. IAR – Interview of [REDACTED] on November 9, 2011.
21. IAR – Interview of [REDACTED] on November 15, 2011.
22. Transcript of interview of [REDACTED] on November 15, 2011.
23. IAR – Interview of [REDACTED] on October 21, 2011.
24. Transcript of interview of [REDACTED] on October 21, 2011.
25. IAR – Interview of [REDACTED] on October 19, 2011.
26. Transcript of interview of [REDACTED] on October 19, 2011.
27. IAR – Interview of Michael Black on December 14, 2011.
28. Transcript of interview of Michael Black on December 14, 2011.
29. IAR – Interview of [REDACTED] on January 9, 2012.
30. Transcript of interview of [REDACTED] on January 9, 2012.
31. IAR – Interview of [REDACTED] on January 9, 2012.
32. Transcript of interview of [REDACTED] on January 9, 2012.
33. Memorandum of Decision to Suspend from Robert S. More, Director, Office of Hearings and Appeals, to [REDACTED], Eastern Oklahoma Region, Bureau of Indian Affairs, dated February 21, 2012.
34. Department of the Interior, Office of Civil Rights, Final Agency Decision concerning [REDACTED] Agency Complaint No: BIA-10-0074, dated February 22, 2012.
35. Title 5 CFR § 317.903, –Employment in the Senior Executive Service: Reassignments, Transfers, and Details.”
36. [REDACTED] travel voucher report prepared by [REDACTED]

37. Memoranda signed by [REDACTED] authorizing [REDACTED] to rent an SUV, dated March 9, 2010; March 31, 2010; and September 29, 2010.
38. Memorandum of Travel and Transportation Cost Savings Initiative from [REDACTED], [REDACTED], Department of the Interior, dated August 3, 2004.
39. Memorandum of Clarification on Approving Rental Car Upgrades for Official Travel from [REDACTED], [REDACTED], Office of Financial Management, Department of the Interior, August 23, 2011.
40. Memorandum of Reduced Per Diem for Temporary Duty and Training Travel for Periods 30 or More Days from Daniel L. Fletcher, Director, Office of Financial Management, Department of the Interior, dated April 29, 2009.
41. Memoranda signed by [REDACTED] authorizing [REDACTED] to receive 100 percent per diem, dated February 28, 2010, through July 25, 2011.
42. IAR – Interview of [REDACTED] on December 2, 2011.
43. Transcript of interview of [REDACTED] on December 2, 2011.
44. IAR – Interview of [REDACTED] on July 23, 2012.
45. Email chain between [REDACTED] and others, dated October 28, 2011, through November 1, 2011.
46. IAR – Interview of [REDACTED] on April 11, 2012.
47. Evaluation of [REDACTED] travel, January 12, 2010, through August 31, 2011, conducted by the National Business Center, Department of the Interior.
48. IAR – Review of Travel Vouchers on April 30, 2012.
49. IAR – Interview of [REDACTED] on November 29, 2011.
50. Transcript of Interview of [REDACTED] November 29, 2011.
51. IAR – Interview of [REDACTED] on January 31, 2012.
52. Transcript of interview of [REDACTED] on January 31, 2012.
53. Email chain between [REDACTED] and others, dated May 23, 2011, through June 10, 2011.
54. IAR – Interview of [REDACTED] on December 15, 2011.
55. Transcript of interview of [REDACTED] on December 15, 2011.
56. IAR – Interview of [REDACTED] on March 26, 2012.
57. Transcript of interview of [REDACTED] on March 26, 2012.
58. IAR – Interview of [REDACTED] on April 24, 2012.
59. Transcript of interview of [REDACTED] on April 24, 2012.



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

AUG 31 2011

To:

Office of Justice Services - BIA

From:

Harry Humbert  
Director, Program Integrity Division

Subject: Referral – For Bureau Action as Deemed Appropriate –  
Response Required

Re: DOI/OIG Case File No. PI-11-0622-R – [REDACTED]

The Office of Inspector General received a complaint from [REDACTED], Office of Justice Services, Albuquerque, NM, concerning [REDACTED] Albuquerque, NM. Specifically, [REDACTED] alleges that [REDACTED] was present at a party where 35 year old [REDACTED], a resident of Santo Domingo Pueblo, NM, allegedly was sexually assaulted. It was further reported that several males attending the party took photographs of [REDACTED] while she was lying nude from the waist down inside of [REDACTED] vehicle.

We have determined that this complaint would be better addressed by the BIA, Office of Justice Services; therefore, we are referring it to your office for review and action. Please provide a written response with a completed Accountability Form (see Attachment) within **90 days** of the date of this memorandum and mail it to: Office of the Inspector General, Office of Program Integrity, 1849 C. St. NW, MS: 4428, Washington, DC 20240. In addition, please send an email to [doioigreferrals@doioig.gov](mailto:doioigreferrals@doioig.gov) to advise that your response has been mailed to us or, if necessary, to request an extension to the due date. The extension request should include a brief case status note with additional time needed for completion. If during the course of your review you develop information or questions that should be discussed with this office, please contact me at [REDACTED].

Attachments

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

[REDACTED]  
[REDACTED], OJS



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

NOV 05 2012

Memorandum

To:

[REDACTED] Land and Minerals Management

From:

Mary L. Kendall

Deputy Inspector General

Re:

Report of Investigation – Mike Pool

Case No. PI-PI-11-0629-I

The Office of Inspector General concluded an investigation into an anonymous hotline complaint alleging that Mike Pool, then-Deputy Director of the Bureau of Land Management (BLM), Washington, DC, and other BLM senior managers abused their authority by providing preferential treatment to [REDACTED] in the BLM Albuquerque office and the widow of Pool's close friend. The complainant said that [REDACTED] because of her relationship with Pool, was granted full-time telework after she alleged a hostile work environment. BLM law enforcement investigated [REDACTED] allegation and found no evidence to support [REDACTED] claim.

We found that Pool repeatedly called and emailed [REDACTED] managers when [REDACTED] had personal or professional problems. We found that Pool would request or suggest that [REDACTED] be transferred to a different location, and that BLM employees felt that Pool was looking out for [REDACTED] supervisors described [REDACTED] as a marginal employee but were reluctant to give her a less-than-adequate performance evaluation for fear that Pool would retaliate if [REDACTED] complained.

Our investigation could not substantiate that [REDACTED] was the victim of a hostile work environment. We found that Pool's favoritism toward [REDACTED] negatively impacted her relationships in BLM's Albuquerque office, which led to approval of [REDACTED] full-time telework agreement. We found no evidence that Pool ordered approval of [REDACTED] telework arrangement, but BLM employees alleged that [REDACTED] had performance problems and little work to perform. [REDACTED] however, was placed on full-time telework by her supervisors with little to no supervision.

We are providing this report to your office for whatever administrative action deemed appropriate. Please send a written response to this office within 90 days advising of the results of your review and actions taken. Also attached 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 202-208-5745.

Attachments (2)



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

**REPORT OF INVESTIGATION**

<b>Case Title</b> Mike Pool	<b>Case Number</b> PI-PI-11-0629-I
<b>Reporting Office</b> Program Integrity Division	<b>Report Date</b> November 5, 2012
<b>Report Subject</b> Final Report of Investigation	

**SYNOPSIS**

We initiated this investigation based on a request by [REDACTED] Office of Law Enforcement and Security, Bureau of Land Management (BLM), to investigate an allegation of abuse of authority by Mike Pool, then-Deputy Director and current Acting Director, BLM, Washington, DC, and other managers in BLM's Albuquerque, NM and Santa Fe, NM offices.

In addition, we received an anonymous complaint that Pool and other managers gave [REDACTED] [REDACTED] in the BLM Albuquerque office, preferential treatment by approving full-time telework, even though [REDACTED] allegedly has little to no work to do while teleworking. The complainant stated that Pool used his position to protect [REDACTED] his close friend's widow, after [REDACTED] alleged a hostile work environment. BLM law enforcement investigated [REDACTED] allegation and found no evidence to support her claim.

Our investigation found that Pool repeatedly called and emailed [REDACTED] managers when [REDACTED] had personal or professional problems. We found that Pool would request or suggest that [REDACTED] be transferred to a different location, and that BLM employees felt that Pool was looking out for [REDACTED]. [REDACTED] supervisors described [REDACTED] as a marginal employee but were reluctant to give her a less-than-adequate performance evaluation for fear that Pool would retaliate if [REDACTED] complained. We did not find evidence that Pool ordered approval of [REDACTED] telework arrangement, but we did find that Pool's favoritism toward [REDACTED] negatively impacted her relationships in BLM's Albuquerque office, which subsequently led to approval of [REDACTED] full-time telework agreement.

<b>Reporting Official/Title</b> [REDACTED]	[REDACTED]
<b>Approving Official/Title</b> [REDACTED] Program Integrity Division	[REDACTED]

**Authentication Number:** D40C6BF05CE3044B063C5191CDB7AF44

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## BACKGROUND

Title 5 of the Code of Federal Regulations (CFR) § 2635.101, "Basic obligation of public service," states that Federal employees should act impartially and not give preferential treatment to any private organization or individual. Employees should also avoid actions creating the appearance that they are violating the law or ethical standards (**Attachment 1**).

According to 5 CFR § 2635.702, "Use of public office for private gain," an employee should not use public office for private gain; for the endorsement of any product, service, or enterprise; or for the private gain of friends, relatives, or people with whom the employee is affiliated in a non-Governmental capacity.

The Telework Enhancement Act of 2010 states that to be eligible for telework, an employee must demonstrate self-motivation, independence, and dependability in accomplishing work assignments. The employee should not require close supervision or constant, face-to-face interaction with coworkers to complete assignments and must also communicate well with managers, coworkers, and customers to enable a relatively seamless transition from onsite to offsite (**Attachment 2**).

## DETAILS OF INVESTIGATION

The Office of Inspector General (OIG) received an anonymous hotline complaint on August 25, 2011, alleging that Mike Pool, then-Deputy Director and current Acting Director, Bureau of Land Management (BLM), Washington, DC, and other BLM senior managers abused their authority by providing preferential treatment to [REDACTED], BLM Albuquerque office (**Attachment 3**). The complainant said that [REDACTED] the widow of Pool's close friend, was granted full-time telework because of her relationship with Pool after she alleged a hostile work environment and threats against her life.

On December 16, 2011, [REDACTED], Office of Law Enforcement and Security, BLM, contacted OIG requesting an investigation into these issues (**Attachment 4**). [REDACTED] said BLM law enforcement was investigating [REDACTED] complaint of a hostile work environment, resulting from [REDACTED] posting an Internet article on her cubicle wall that showed a photograph of a lady who died at her cubicle and was not found for some time. An unknown person wrote [REDACTED] on the article with an arrow pointing toward the woman's photograph (**Attachment 5**).

During their investigation, BLM law enforcement learned that Pool recommended [REDACTED] for a Student Career Experience Program (SCEP) position several years earlier and has since interfered in her supervision (see Attachment 4). [REDACTED] said his agents were told that [REDACTED] made several complaints to management over the years, all stemming from personal issues with other BLM employees. [REDACTED] said Albuquerque management described [REDACTED] as a difficult employee who refused assistance personally and professionally. According to [REDACTED] Albuquerque management attempted to resolve the Internet-article incident, but [REDACTED], the [REDACTED] at the time, told them to place [REDACTED] on full-time telework. BLM Albuquerque office employees viewed this action as another example of Pool's involvement in providing preferential treatment to [REDACTED]

[REDACTED] Career at BLM

[REDACTED] personnel records showed that BLM first hired [REDACTED] as a student-trainee administrative technician on September 22, 2002, in the BLM Albuquerque office, an appointment set to continue through the completion of her education at the Albuquerque Technical Vocational Institute, community college. [REDACTED] received her "Certificate Awarded: Office Assistant" on August 11, 2004. [REDACTED] has received new appointments and transfers within BLM over the past 10 years:

- On August 22, 2004, [REDACTED] was appointed to a secretary position and transferred to the BLM Phoenix office.
- On October 30, 2005, [REDACTED] was appointed to a realty assistant position and was transferred to the BLM State office in Santa Fe, NM. She was duty stationed in the Albuquerque office.
- On February 4, 2007, [REDACTED] was transferred to the Albuquerque office.
- On January 6, 2012, [REDACTED] signed a U.S. Department of the Interior (DOI) telework agreement.
- On January 11, 2012, [REDACTED] was transferred back to the State office in Santa Fe, NM, but teleworks full time (**Attachments 6, 7, 8, 9, and 10**).

We interviewed [REDACTED], BLM Albuquerque office, who stated that [REDACTED] was hired at the Albuquerque office in 2002 first as a participant of the Student Temporary Employment Program and then moved into SCEP (**Attachments 11 and 12**). [REDACTED] recalled that [REDACTED] was enrolled in an 18-month certificate program at the local community college and, upon completion of the program in August 2004, accepted a permanent position in the State office in Phoenix, AZ, because the Albuquerque office did not have full-time positions available. He said within 1 year of working in the Phoenix office, [REDACTED] had moved back to the Albuquerque office as a result of personal and professional problems.

[REDACTED] recalled a disagreement between [REDACTED] and [REDACTED], BLM Albuquerque office, after [REDACTED] transfer back to Albuquerque. According to [REDACTED] informed Pool of the disagreement, and Pool emailed [REDACTED] stating that [REDACTED] is under stress and is being tormented (**Attachment 13**). Pool asked [REDACTED] to resolve the issues.

[REDACTED] said he found it unusual for a deputy director to get involved in this type of matter, and it "certainly got [his] attention" (see **Attachments 11 and 12**). [REDACTED] forwarded the email to [REDACTED] of the BLM New Mexico State office, Santa Fe, NM, and got the sense that [REDACTED] told Pool to "back off." [REDACTED] said a mediator was used to assist with the mounting problems between [REDACTED] and other employees, but [REDACTED] was inflexible and did not cooperate fully. [REDACTED] continued to have issues with other realty staff.

[REDACTED] recalled that in February 2011 [REDACTED] alleged she received a death threat. He recalled that [REDACTED] posted a news article on her cubicle wall about a woman who died of natural causes at her desk and was not discovered for nearly 24 hours. The article contained a picture of the woman who died. [REDACTED] said someone wrote [REDACTED] on the article with an arrow pointing to the picture. He said [REDACTED] claimed the work place was unsafe and felt her life was threatened. [REDACTED] took her complaint seriously, even though he did not see it as a death threat. [REDACTED] said he suspected an employee in the office with mental limitations looked at the photograph, thought it resembled [REDACTED] and wrote her name on the picture without reading the article.

[REDACTED] said Pool emailed him on February 17, 2011, detailing that Pool received a “seriously distraught and frightened” call from [REDACTED] that someone was “wishing her ill fate” (**Attachment 14**). Pool considered the incident “a serious threat to [REDACTED] personal safety and the work environment.” [REDACTED] told [REDACTED] about the incident, and they requested that BLM law enforcement investigate the matter (see Attachments 11 and 12).

[REDACTED] said he felt caught “between a rock and a hard place” because he and [REDACTED] both thought: ““What is the big deal?”” He said Pool continued to email asking for updates and saying that he would be speaking with [REDACTED] said he asked [REDACTED] to tell Pool to “back away from the situation a little bit.”

At this point, [REDACTED] said, they attempted mediation again because [REDACTED] started accusing her coworkers of writing on the photograph. Her accusations, he said, “really irritated” the employees. [REDACTED] stated he called [REDACTED], U.S. Forest Service, to mediate, but [REDACTED] would not participate (**Attachment 15**). Instead, [REDACTED] emailed [REDACTED] alleging that management did not view her complaint as an incident of hostility and a threatening act (**Attachment 16**).

[REDACTED] said [REDACTED] telework agreement followed the Internet-article investigation (see Attachments 11 and 12). He said [REDACTED] and Pool’s continued emails seemed to suggest that “whatever we’re doing is not enough [for [REDACTED]] and there is this implied threat” to [REDACTED] in the Albuquerque office. [REDACTED] said he disputed [REDACTED] allegations of an unsafe workplace, but he believed that [REDACTED] decided on full-time telework as a resolution (**Attachment 17**).

[REDACTED] said he knew of no other employee on full-time telework in the Albuquerque office other than a 35-year employee who spends 100 percent of his work hours in the field (see Attachments 11 and 12). [REDACTED] said he would not have placed [REDACTED] on telework because of some animosity within the office because no one else received the same opportunity.

We interviewed [REDACTED], who said that several years ago, when Pool was the State Director in California, he called her and asked if she could make an “accommodation” for [REDACTED] who was working in the BLM Phoenix office (**Attachments 18 and 19**). She said Pool explained that [REDACTED] was a widow and wanted to move back to New Mexico to be closer to her children. [REDACTED] said she heard rumors that [REDACTED] had some problems in the Phoenix office. She said the BLM Deputy State Director told her that [REDACTED] completed her work, but [REDACTED] got the impression that [REDACTED] “was not a super star by any means.”

[REDACTED] spoke with [REDACTED], she said, who told her there was a position available in New Mexico. [REDACTED] transferred [REDACTED] supervision to the Santa Fe office, but [REDACTED] worked out of the Albuquerque office. [REDACTED] believed that the Albuquerque office was overstaffed and said she may have placed [REDACTED] in the Santa Fe office because of numbers.

[REDACTED] recalled that after [REDACTED] returned to the Albuquerque office, Pool began calling with concern for [REDACTED] because [REDACTED] had called him several times about her treatment in the office. [REDACTED] said that Pool wanted her to look into the issues and intervene. According to Pool, [REDACTED] said, [REDACTED] complained that the women in the office did not like her and treated her badly.

[REDACTED] said she spoke with [REDACTED] and [REDACTED], BLM Albuquerque office, and they confirmed tension between [REDACTED] and the other female employees. [REDACTED] said that

according to [REDACTED] and [REDACTED] told people she had a longtime friendship with Pool, which did not help her relationships in the office.

[REDACTED] said that Pool called her, very upset over the Internet-article incident, saying it was "a threat to life." She told Pool that BLM law enforcement had investigated the incident, and that she believed it was not a threat. [REDACTED] told Pool that she suspected the person responsible was possibly infatuated with [REDACTED], and Pool agreed. [REDACTED] invited [REDACTED] to her office to talk about the situation, she said, but [REDACTED] believed she did not need to talk with a mediator because it was not her problem. "My personal opinion is that she was playing Mike Pool for his sympathies," [REDACTED] said. [REDACTED] spoke to Pool several times telling him to "back off on this." She also advised Pool to tell [REDACTED] to stop calling him.

[REDACTED] said it became apparent that all supervisory efforts to mediate with [REDACTED] were not going to work. [REDACTED] said she decided to place [REDACTED] on telework because it was a "toxic environment," much of which [REDACTED] created. [REDACTED] did not recall Pool calling her or putting pressure on her to place [REDACTED] on telework but said they must have talked about it at some point.

According to [REDACTED] after she retired in January 2012, [REDACTED] became the [REDACTED] of the New Mexico State office, and Pool started calling [REDACTED] about [REDACTED]. [REDACTED] said that [REDACTED] as a new director, "couldn't very well tell [Pool] to buzz off." [REDACTED] said she told [REDACTED] that he would have to ask Pool to back off on the issue. When asked if Pool gave [REDACTED] preferential treatment, [REDACTED] said: "Yes, well, in the sense that he sure doesn't treat everybody that way."

We interviewed [REDACTED], New Mexico State office, BLM, Santa Fe, NM, who said she supervised [REDACTED] in late 2009 when [REDACTED] transferred from the Phoenix office back to Albuquerque (**Attachments 20 and 21**). [REDACTED] confirmed that [REDACTED] was granted a hardship to be closer to her children and moved back to Albuquerque.

[REDACTED] said [REDACTED] of the Santa Fe State office, told her that [REDACTED] would be assigned to the Santa Fe office but would work out of the Albuquerque office. She said [REDACTED] instructed her to create a position for [REDACTED] and [REDACTED] did not question his orders. [REDACTED] created a data-entry position that would help the land-law examiners with paperwork and organizing files.

[REDACTED] said she sent [REDACTED] in the Santa Fe State office, to Albuquerque to train [REDACTED]. [REDACTED] said [REDACTED] had a difficult time with the training, and [REDACTED] had to send [REDACTED] to Albuquerque repeatedly to help [REDACTED]. She said [REDACTED] required a lot of training because she had a "bit of a learning disability or something." [REDACTED] said she finally told [REDACTED] that [REDACTED] arrangement was not working and that [REDACTED] needed more supervision than [REDACTED] could provide. [REDACTED] said that [REDACTED] supervision was then transferred to the Albuquerque office.

[REDACTED] recalled that in December 2011 or January 2012, [REDACTED] of the Santa Fe State office, told her [REDACTED] supervision was being transferred back to the State office, and [REDACTED] would supervise her again. [REDACTED] also told [REDACTED] that [REDACTED] would telework full time from her home in Albuquerque. When [REDACTED] asked why, [REDACTED] told her: "She's a good friend of Mike Pool's, and we're going to help her."

[REDACTED] said she believed [REDACTED] also explained that [REDACTED], the [REDACTED] of the

Albuquerque office at the time, was leaving and that [REDACTED] might get his job. As a result of [REDACTED] and [REDACTED] poor relationship, [REDACTED] was being transferred back to the State office. [REDACTED] said she told both [REDACTED] and [REDACTED] "You know, it didn't work all that well the last time," but [REDACTED] and [REDACTED] told her to keep a good record of how things progressed. They told [REDACTED] that whatever happened, the documents would be sent to Pool.

[REDACTED] added that because [REDACTED] did not have a vehicle, either she or [REDACTED], a program lead in the Albuquerque office, dropped off boxes of data-entry files at [REDACTED] apartment. [REDACTED] told us that each week, on her own telework day, she would deliver or pick up completed work from [REDACTED] apartment. When asked if she felt the arrangement was unfair, [REDACTED] said: "Yeah, in a way, yes."

When we asked [REDACTED] if [REDACTED] completed 40 hours of work per week, [REDACTED] could not provide accurate accounting. She added that [REDACTED] was not required to call or check in and that [REDACTED] only had to call in to request annual or sick leave. We asked if she felt [REDACTED] received preferential treatment, and [REDACTED] reluctantly replied: "Do I have to answer that?" She later said: "She possibly has." [REDACTED] said that these were not her decisions to make, and she understood [REDACTED] did not want to be supervised in the Albuquerque office because she did not get along with some employees.

We also interviewed [REDACTED], [REDACTED] in the Albuquerque office (**Attachments 22 and 23**). [REDACTED] said Pool called him about [REDACTED] 2009 transfer to the Albuquerque office and asked why it was taking so long. [REDACTED] said he found the conversation unusual because Pool called him directly instead of his supervisor, [REDACTED] in the Albuquerque office. [REDACTED] said he felt pressured to complete Pool's request because "BLM, especially BLM management, and the higher levels, are notorious for, if you piss them off, they ship you out. . . . So, to me, it was just a notification . . . that he is watching and if I do anything to screw it up, then who knows where I'll end up. "

Like [REDACTED] also noted that [REDACTED] had difficulties picking up the work. He said he had several realty specialists and others attempt to mentor [REDACTED] but they became frustrated with the quality of her work. He said he heard comments that ranged from: "'No one can be that dumb'" to "'I think it's just an act on her part, not to have to do anything.'" [REDACTED] said Pool called him again when [REDACTED] was having issues with other staff members. According to [REDACTED] Pool asked him: "'What are you going to do about it?'" [REDACTED] informed Pool that he looked into the issues and reported them to his supervisor.

In his opinion, [REDACTED] said, [REDACTED] had a learning disability or attention problem that prevented her from completing her work. He said that his initial goal for [REDACTED] was to transition her from a realty assistant to a realty specialist. He set up an individual work plan for [REDACTED] that included online courses, realty classes, and an introduction to adjudication course, but his efforts resulted in further issues. [REDACTED] explained that instructors offered [REDACTED] extra help after class, but she could not grasp the material and would have difficulty with the final exams. He said [REDACTED] eventually declined training opportunities, and this resulted in additional friction between [REDACTED] and other employees.

[REDACTED] told us he did not have 40 hours of work to assign to [REDACTED] each week. He said given the quality of [REDACTED] work, he could only assign her 10 hours of work per week at the most. [REDACTED] said: "How to put it delicately. [REDACTED] is not the smartest person around. So, she is good at doing one thing and doing it repetitively." [REDACTED] said that although he did not have much work to assign her while teleworking, it was good to have [REDACTED] out of the office because of the friction she created.

Investigators asked [REDACTED] why he rated [REDACTED] performance evaluations in the 4 or 5 range if her work and her relationships with coworkers did not merit that rating (**Attachments 24**). [REDACTED] said that in hindsight, he rated [REDACTED] higher than she earned to avoid problems (see Attachments 22 and 23). He said he thought that if he gave [REDACTED] a bad evaluation, Pool might call him. He added: "No one in upper management . . . wanted to fight the fight." He said he believed [REDACTED] received preferential treatment because people knew that Pool looked out for her, and they did not want to risk the potential consequences of taking action against her.

We interviewed [REDACTED] in the BLM Albuquerque office, who said [REDACTED] work was subpar, and she refused training (**Attachments 25 and 26**). He said [REDACTED] had personal differences and arguments with coworkers and had the attitude that "she just didn't want to do the work." He said other staff members told him that [REDACTED] refused to help or do work and made it clear to them that Pool was going to take care of her. [REDACTED] said that Pool never called him but confirmed that Pool called [REDACTED] and that [REDACTED] felt uncomfortable with the calls and pressured by Pool. [REDACTED] added that everyone worked around [REDACTED] "with sensitivity and kid gloves because they knew of her relationship with Mike Pool."

[REDACTED] said [REDACTED] told him she was going over his head because management was not protecting her enough regarding the Internet-article incident. He said he responded: "'That is unfortunate . . . you're not giving me the opportunity to try to resolve this issue.'" [REDACTED] said [REDACTED] refused to participate in mediation. He said other employees felt that "if Mike [Pool] is going to protect [REDACTED] this way, we want [REDACTED] to protect us the same way." [REDACTED] said he suspected that [REDACTED] was communicating directly with Pool and that her emails to office management seemed different from "her conversational style, her vocabulary, her written word."

We interviewed [REDACTED] of the BLM New Mexico State Office, who said that after [REDACTED] retired, Pool called him about the Internet-article incident (**Attachments 27 and 28**). [REDACTED] said Pool told him that [REDACTED] was retiring and that things could become problematic for [REDACTED] since she reported to [REDACTED]. [REDACTED] understood [REDACTED] and she liked him. [REDACTED] explained to us that [REDACTED] and [REDACTED] planned to rotate [REDACTED] field manager position until they could find a replacement. [REDACTED] shared his concern with us that different field managers might affect both [REDACTED] and the other employees in the Albuquerque office. [REDACTED] said with the disruption of [REDACTED] retiring, the possibility of rotating field managers, and [REDACTED] going unsupervised, he decided to transfer [REDACTED] back to the State office in Santa Fe and switch her supervision back to [REDACTED]

We interviewed [REDACTED] in the Santa Fe State office (**Attachments 29 and 30**). [REDACTED] said [REDACTED] teleworked 5 days per week, and [REDACTED] had submitted a telework agreement showing that [REDACTED] signed the agreement through 2013 (see Attachment 9). She said that under DOI policy, telework agreements were valid for 1 year, not 2 (see Attachments 29 and 30). [REDACTED] brought this to [REDACTED] attention and told [REDACTED] to submit a new agreement.

We pointed out that [REDACTED] telework agreement said "situational" and asked [REDACTED] what this meant. [REDACTED] said that according to the agreement, [REDACTED] would telework as needed or when advantageous to the Government. [REDACTED] said that [REDACTED] current, full-time telework contract did not meet the definition of situational.

## Response to Allegations of Abuse of Authority

When we interviewed Pool, he said he has known [REDACTED] for over 50 years, and [REDACTED] husband was his “closest and dearest friend” before his death (**Attachments 31 and 32**). Pool said he saw [REDACTED] at a class reunion and discovered that she was having a difficult time and in a “critical stage of life with three sons.” Pool offered to help [REDACTED] and told her: “Whatever I can do to ease your burdens, I’m going to be there.”

Pool said he put [REDACTED] in contact with a friend who introduced her to the Albuquerque office and SCEP. He said [REDACTED] enrolled in the local community college and started working in the Albuquerque office. He said he tutored [REDACTED] while she attended community college. Pool said [REDACTED] completed her education, but the Albuquerque office did not have permanent positions available. Pool called [REDACTED] [REDACTED] of the Phoenix State office, to see if positions were available because [REDACTED] expressed interest in living in Phoenix. Pool said Rountree had a position, and [REDACTED] transferred to the Phoenix State office.

Pool said he later called [REDACTED] to request a position for [REDACTED] in New Mexico because [REDACTED] had a medical condition, her sister had died, and she wanted to be closer to her children. Pool said [REDACTED] found a position, and [REDACTED] moved back to Albuquerque, even though she reported to the Santa Fe State office. He said that [REDACTED] supervision was later transferred to the Albuquerque office because [REDACTED] in Santa Fe, could not provide “mentorship,” and the situation “just wasn’t working very well.”

Pool said the Internet-article incident in Albuquerque left [REDACTED] “deeply afraid,” and that she felt “totally dehumanized” and “fearful” that someone did not like her. Pool said he emailed [REDACTED]. He also said he told [REDACTED] he would give her an example of what to write in an email to [REDACTED] and [REDACTED] to express her real feelings.

Pool said BLM law enforcement investigated the incident, and a suspect was identified. He said [REDACTED] told him that the individual was mentally challenged, admired [REDACTED] and may have written her name on the article because the woman in the photograph resembled [REDACTED]. OIG Investigators asked Pool if he read the article or saw the photograph in question. Pool said he had not.

We showed Pool an email he sent to [REDACTED] saying that he (Pool) had identified the incident as a serious threat to [REDACTED] personal safety in the workplace. Pool later said: “Well, maybe I overreacted. . . . I received [REDACTED] call. . . . So maybe I overreacted without seeing the evidence.” We also showed Pool the email [REDACTED] sent to all employees, and Pool’s email to [REDACTED] saying [REDACTED] email was “strong” and that he was “very pleased” that [REDACTED] sent it. Pool admitted that he sent subsequent emails to [REDACTED] and [REDACTED] demanding that they do more to make [REDACTED] comfortable after she complained she was not satisfied with [REDACTED] email.

When we asked Pool to explain why he emailed [REDACTED] saying: [REDACTED] and [REDACTED] have lost control of their organization as effective leaders. . . . They’ve lost their objectivity,” Pool said he drew this conclusion from the information [REDACTED] shared with him about how she was treated in the office (**Attachment 33**). We also asked him if he may have lost his objectivity as a manager because of his relationship with [REDACTED] (see Attachments 31 and 32). He responded: “I think I may have been blinded a little bit, sure. We’re all human. We all are. So, yeah, maybe I have some—lack of objectivity, too.” When asked if it was appropriate to email [REDACTED] about [REDACTED] and [REDACTED], Pool

said: "No, it wasn't. It wasn't."

Pool said he told [REDACTED] that mediation was designed to bring parties together. He thought it was reasonable for her to meet with the mediator, but she refused to cooperate. We showed Pool an email he sent to [REDACTED] indicating that he questioned the "value" of the mediation process and the "nexus" between the law enforcement investigation and [REDACTED] other issues with Albuquerque office employees (**Attachment 34**). Pool said: "I didn't mean to cast any doubt on anything. . . . [REDACTED] took this position. . . . And so to the extent that I was feeding into that, being an advocate of it, that was not my intent." When we asked Pool if he recalled [REDACTED] telling him to "back off" and let her handle the incident, Pool said he did not recall [REDACTED] saying that. He later added: "Well, I mean indirectly I think she said: 'Yeah, I'll take it from here.'"

Pool said he was unaware that [REDACTED] regularly told coworkers that she was good friends with him, and that it may have caused problems in the Albuquerque office, the Phoenix State office, and the Santa Fe State office. Pool said he did not think [REDACTED] would "exploit" their relationship in that way.

We asked Pool if he had conversations with [REDACTED] or [REDACTED], either in person or via email, regarding telework, and Pool said he had nothing to do with [REDACTED] decision, stating: "It caught me totally by surprise." When we showed Pool email conversations between him and [REDACTED], that seemed to contradict his assertion, he said: "You know, I don't remember this particular thing" (**Attachment 35**).

We asked Pool if he felt [REDACTED] received preferential treatment, and Pool said: "From me? Not from me" (see Attachments 31 and 32) Pool then added: "Did my heart go too far? Yes. As a human being, did my heart probably step over the line because I really care about her and her children? Yes." He said in closing: "So, if I had overly influenced the organization and removed that objectivity, then I apologize for that. It was never my intent. Did I overreact maybe from the heart sometimes? I did."

When we interviewed [REDACTED], she said she has known Pool since seventh grade and that her relationship with him has been held against her at work (**Attachments 36 and 37**). [REDACTED] said the allegation that she has received preferential treatment came from people who were "envious" of her. [REDACTED] said: "Do you hold it against someone, say, for example, if [they] know the President. . . . Say you're getting special treatment because you know him. . . . [Mike Pool has] been just pretty much guidance for me."

[REDACTED] acknowledged having problems in the Phoenix office, telling us that people began treating her differently when she arrived in Phoenix. [REDACTED] said people were "just flat out being mean to me and stuff." [REDACTED] said she worked with the realty specialists and land-law examiners but had problems with them because they did not feel she picked up the work fast enough. [REDACTED] said: "You know, it's not like I'm a quick study. I do learn the stuff," but she said she had trouble remembering what they told her to do.

[REDACTED] said [REDACTED], retired [REDACTED] in the Albuquerque office, once told her: "'Remember last year I told you to do this?'" [REDACTED] said: "I barely remember what I did yesterday. And so it's like, can you run that by me again?"

[REDACTED] said the staff stopped talking to her because they thought she did not want to learn, and they were envious of her relationship with Pool. [REDACTED] said she also had problems with other women in the office and expounded on an incident in 2009 when she had an argument with [REDACTED]. [REDACTED] said

[REDACTED] thought that [REDACTED] did not deserve additional credit hours to work past her normal workday. [REDACTED] said [REDACTED] was upset that [REDACTED] allowed [REDACTED] to work the extra hour. [REDACTED] said the extra hour was taken away, so she called Pool and told him about the incident. We asked [REDACTED] why she called Pool instead of following her chain of command. [REDACTED] said she did so because [REDACTED] saw the argument and walked out of the room. She said [REDACTED] and [REDACTED] took the hour away, and "I pretty much tell him [Pool] everything. [REDACTED] and I are good friends."

When we asked her about the Internet-article incident, [REDACTED] said: "The lady had died, and I think the reason that they were kind of thinking of me as being this woman is because like me, that woman had just [had] a grandbaby." [REDACTED] said she took great offense to someone putting her name on the article and complained to [REDACTED]. She said [REDACTED] and [REDACTED] told the staff that it was inappropriate, and that [REDACTED] had the incident investigated by BLM law enforcement. [REDACTED] said she told Pool about the incident but never asked him to intervene. She said he never told her he was going to call anyone and whatever he did, "he did of his own free will."

We asked [REDACTED] if Pool helped her write emails, and she said she drafted several emails with Pool's assistance (**Attachment 38**).

**SUBJECT(S)**

Mike Pool, Acting Director, Bureau of Land Management (BLM), U.S. Department of the Interior (DOI).

**DISPOSITION**

We are referring this report to [REDACTED] for Land and Minerals Management, for any action deemed appropriate.

**ATTACHMENTS**

1. Copy of 5 CFR § 2635.101 and 5 CFR § 2635.702.
2. Copy of BLM Telework Eligibility, dated May 17, 2011.
3. Copy of anonymous complaint, dated August 25, 2011.
4. Copy of BLM Internal Affairs, Office of Law Enforcement memorandum requesting an investigation, dated December 16, 2011.
5. Copy of Internet article and photograph posted in [REDACTED] cubicle.
6. Copy of notification of personnel action, effective August 22, 2004.
7. Copy of notification of personnel action, effective October 30, 2005.
8. Copy of notification of personnel action, effective February 4, 2007.
9. Copy of [REDACTED] Telework Agreement, signed January 6, 2012.
10. Copy of notification of personnel action, effective January 11, 2012.
11. IAR – Interview of [REDACTED] on March 27, 2012.
12. Transcript of interview of [REDACTED] on March 27, 2012.
13. Copy of an email string from August 25 and 26, 2009, between Mike Pool and [REDACTED]  
[REDACTED]
14. Copy of an email dated February 17, 2011, between Mike Pool and [REDACTED] forwarded to [REDACTED] by Mike Pool.

15. Copy of an email and mediation report, prepared by [REDACTED], U.S. Forest Service.
16. Copy of an email string between [REDACTED] and [REDACTED] regarding contract with the mediator.
17. Copy of an email string between [REDACTED], Mike Pool, [REDACTED], and [REDACTED] regarding [REDACTED].
18. IAR – Interview of [REDACTED] on March 27, 2012.
19. Transcript of interview of [REDACTED] on March 27, 2012.
20. IAR – Interview of [REDACTED] on March 29, 2012.
21. Transcript of interview of [REDACTED] on March 29, 2012.
22. IAR – Interview of [REDACTED] on March 28, 2012.
23. Transcript of interview of [REDACTED] on March 28, 2012.
24. Copy of [REDACTED] performance evaluations.
25. IAR – Interview of [REDACTED] on March 27, 2012.
26. Transcript of interview of [REDACTED] on March 27, 2012.
27. IAR – Interview of [REDACTED] on April 5, 2012.
28. Transcript of interview of [REDACTED] on April 5, 2012.
29. IAR – Interview of [REDACTED] on March 27, 2012.
30. Transcript of interview of [REDACTED] on March 27, 2012.
31. IAR – Interview of Mike Pool on April 19, 2012.
32. Transcript of interview of Mike Pool on April 19, 2012.
33. Copy of an email string between Mike Pool and [REDACTED] regarding [REDACTED] and management.
34. Copy of an email between Mike Pool and [REDACTED] regarding mediation.
35. Copy of an email string between Mike Pool and [REDACTED] discussing telework.
36. IAR – Interview of [REDACTED] on March 28, 2012.
37. Transcript of interview of [REDACTED] on March 28, 2012.
38. Copies of emails edited by Mike Pool for [REDACTED]



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

JUL 09 2012

Memorandum

To: Michael Black  
Director, Bureau of Indian Affairs  
[REDACTED]

From: Robert A. Knox [REDACTED]  
Assistant Inspector General of Investigations

Subject: Report of Investigation – [REDACTED] and IQ Business Strategies  
Case No. PI-PI-12-0151-I

The Office of Inspector General has concluded an investigation regarding a complaint against [REDACTED] for the Bureau of Indian Affairs (BIA) in Phoenix, AZ. The complaint alleged that [REDACTED] was involved in a romantic relationship with [REDACTED] a BIA contractor. [REDACTED] was the contracting officer's technical representative (COTR) for each of the IQ contracts, and the existence or appearance of a romantic relationship between a COTR and a contractor with whom BIA conducted business would be a conflict of interest in violation of Federal ethics rules.

Our investigation did not reveal the existence of an improper relationship between [REDACTED] and [REDACTED] coworkers and supervisors consistently stated that they were not aware of the alleged relationship and had not seen evidence of such. Because the complaint was made anonymously, we were not able to interview the complainant to get additional and specific information to support the allegations.

We found that the contract between IQ and BIA had been terminated on March 31, 2012. The stated reasons for the termination were budgetary considerations and an organizational effort to reduce the number of external contracts for services that Federal employees could perform.

We are providing this report to you for your review. Please send a written response to this office within 90 days advising us of the results of your review and actions taken. Also attached is an Investigative Accountability Form, which should be completed and returned with your response. Should you need additional information, please contact me at [REDACTED].

Attachments



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

**REPORT OF INVESTIGATION**

<b>Case Title</b> [REDACTED] and [REDACTED]	<b>Case Number</b> PI-PI-12-0151-I
<b>Reporting Office</b> Program Integrity	<b>Report Date</b> July 9, 2012
<b>Report Subject</b> Report of Investigation	

**SYNOPSIS**

On February 7, 2012, the Office of Inspector General (OIG) opened an investigation into an anonymous complaint that alleged [REDACTED] for the Bureau of Indian Affairs (BIA) in Phoenix, AZ, was involved in a romantic relationship with [REDACTED] IQ Business Strategies (IQ), a BIA contractor. [REDACTED] was the contracting officer's technical representative (COTR) for each of the IQ contracts, and the existence or appearance of a romantic relationship between a COTR and a contractor with whom BIA conducted business would be a conflict of interest in violation of Federal ethics rules.

Our investigation did not reveal the existence of an improper relationship between [REDACTED] and [REDACTED] coworkers and supervisors consistently stated that they were not aware of the alleged relationship and had not seen evidence of such. Because the complaint was made anonymously, we were not able to interview the complainant to get additional and specific information to support the allegations.

We found that the contract between IQ and BIA had been terminated on March 31, 2012. The stated reasons for the termination were budgetary considerations and an organizational effort to reduce the number of external contracts for services that Federal employees could perform.

We are forwarding this report to the Director of BIA for review.

**BACKGROUND**

The Bureau of Indian Affairs (BIA) Field Property Operations office is a decentralized component of the Property Management Division within the BIA Office of the Chief Financial Management. The

Reporting Official/Title [REDACTED] <i>[Signature]</i>	Signature [REDACTED]
Approving Official/Title [REDACTED] Program Integrity	Signature [REDACTED]

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**OI-002 (04/10 rev. 2)**

office is responsible for tracking and financially reconciling more than \$400 million in BIA personal property and \$2 billion in real property. To aid in this effort, BIA contracted with IQ Business Strategies (IQ) in 2000 to provide property reconciliation and finance management services. From that time until March 31, 2012, the contracts with IQ were either extended or competitively awarded to the company.

The following Federal regulations apply to this complaint:

- Title 5 of the Code of Federal Regulations (CFR), § 2635.101, states the general ethics principle that “employees shall act impartially and not give preferential treatment to any private organization or individual.” The ethics regulations also create a process that an employee should follow if he or she is concerned that circumstances not addressed more specifically in the regulations would raise a question regarding his or her impartiality (5 CFR § 2635.501(a)). This process includes consulting an ethics counselor (5 CFR § 2635.502).
- The Federal Acquisition Regulation, 48 CFR § 3.101-1, instructs Federal employees to “avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships.”

### DETAILS OF INVESTIGATION

On April 10, 2012, the Office of Inspector General (OIG) interviewed [REDACTED] for BIA in Phoenix, AZ, regarding the allegation that he was involved in a romantic relationship with [REDACTED] of IQ, also in Phoenix, AZ. When we asked, [REDACTED] emphatically stated that he was not involved in a romantic relationship with [REDACTED] nor had he been in the past. He said they had been friends for years, but nothing more.

[REDACTED] told us he has worked at BIA for almost 41 years and has been the [REDACTED] of the Field Property Operations office since about 1999 (**Attachments 1 and 2**). [REDACTED] said he was responsible for supervision, direction, and management of all 12 BIA regional property offices. He also provides remote supervision to property officers in the BIA field offices and direct supervision to contractors employed by the Field Property Operations office.

[REDACTED] stated that IQ had been one of the contractors that worked in the Field Property Operations office. [REDACTED] said the company, which consisted of two employees, [REDACTED] and [REDACTED] was responsible for maintaining the BIA Fixed Asset Subsystem, which keeps records of all property purchased by BIA.

[REDACTED] explained that around 1992, [REDACTED] worked for BIA in the Finance Office. She later became an accounting officer. Within a couple of years, however, [REDACTED] was terminated as the result of a reduction in force (RIF). Later, around 2000, [REDACTED] began working with BIA again via IQ.

According to [REDACTED], BIA needed someone who knew both the Federal Financial System and the Fixed Asset Subsystem. [REDACTED] company was hired through a competitive procurement process in which five companies submitted proposals. [REDACTED] said that IQ had been under contract with BIA until March 31, 2012, based on several contracts won and option years exercised. [REDACTED] told us the contracts were openly competed each time.

[REDACTED] stated that each time the IQ contract was re-competed he was involved to some extent. He said that he submitted the requisition for services each time the contract needed to be re-competed, but he did not specify that IQ should get the contract. [REDACTED] also said that once the contracts were awarded, he was assigned as the contracting officer's technical representative (COTR) and was responsible for ensuring that IQ was following the processes stipulated in the contract and addressing the task orders as required.

[REDACTED] also evaluated and ranked the proposals that were submitted for the contract. When we asked about his giving IQ 100 out of 100 points on the evaluation for the last contract, [REDACTED] said that he scored them so highly because IQ had been doing business with BIA for a long time and was familiar with its processes and requirements. [REDACTED] also said IQ provided unparalleled quality in fulfilling the contract. He told us that IQ had had unqualified audits for the past 10 years, with no findings by auditors in the past 2 years. He stated: "I think from the standpoint from the amount of time that IQ Business has been working for us, I think the 100 would have [been] warranted because they do everything. . . They know exactly what to do, how to do it, and get it done . . . [IQ] kept the reconciliation going. In our books, we have . . . it might be \$3.2 billion worth of property right now. And our balances are only off by 11 cents now. And that was all because of the IQ Business."

[REDACTED] told us that IQ had been in existence since about 2000 (**Attachments 3 and 4**). She explained that IQ was responsible for reconciling subsidiary BIA property to the financial statements for the entire BIA.

[REDACTED] confirmed that she was hired by BIA around 1990. She said she worked for BIA for 7 years as an essential office reports and reconciliation accountant in Albuquerque, NM, but was RIFed in 1997. According to [REDACTED] she then started IQ and began working under contract with BIA around 2000. [REDACTED] said that after the initial contract, IQ won three additional contract awards over the years. She said that each time, [REDACTED] was the COTR.

[REDACTED] told us she knew [REDACTED] from when she worked for BIA in the 1990s. She characterized her relationship with him as being "fairly good friends" and "professional." [REDACTED] denied ever having an intimate relationship with [REDACTED]. She admitted that she and [REDACTED] have travelled together for business and spent downtime having dinner together, taking walks, or doing similar activities, but only as friendly colleagues who were passing the time. [REDACTED] said she also knew [REDACTED] father and brother because they all attend the same church.

During their interviews, we showed [REDACTED] and [REDACTED] several emails containing content that raised questions about the familiarity between them:

- *Email dated January 4, 2010, from [REDACTED] to [REDACTED]* (**Attachment 5**). The email contained only one word: "TESTES." [REDACTED] said that the email had nothing to do with body parts, but that it referred to tests. She elaborated that Navajos tend to speak with an accent and pronounce words in ways that may vary from the common pronunciation, and that this is then reflected in their writing (see **Attachments 3 and 4**).
- *Email dated October 21, 2010, from [REDACTED] to [REDACTED]* (**Attachment 6**). In this email, [REDACTED] referred to [REDACTED] as "Punkin." [REDACTED] said she does not call [REDACTED] by pet names and that the "Punkin" reference stemmed from the content of the email, which discussed pumpkins (see **Attachments 3 and 4**).
- *Email dated November 3, 2010, from [REDACTED] to [REDACTED]* (**Attachment 7**). This email was

- about men's and women's bodies at different ages (see Attachments 3 and 4). While [REDACTED] did not address this email specifically, when we spoke to [REDACTED] about it, he explained that other employees in the office often send him emails that they think are humorous. He said he did not assign any particular meaning to it.
- *Email dated January 18, 2012, from [REDACTED] to [REDACTED] (Attachment 8).* In this email, [REDACTED] directs her to "Clear your messages, please." [REDACTED] said she did not know what the email pertained to. She emphatically denied that [REDACTED] was urging her to clear her messages in an effort to erase evidence of an inappropriate relationship between them (see Attachments 3 and 4). She stated: "There's not a deeper relationship, so I don't know what that would be."

[REDACTED] admitted that she could see how these emails could be interpreted as showing a level of comfort and familiarity that might raise questions or be misinterpreted. She reiterated, however, that she and [REDACTED] had never had a personal, intimate relationship. She said she did not know why anyone would accuse her and [REDACTED] of having such a relationship, but conceded that someone "on the outside looking in" might misperceive their interactions, which stemmed from working together in a close-knit office. She told us she had heard similar rumors about her and [REDACTED] in past years, but she disregarded them. [REDACTED] said she felt that BIA would not have continued to renew the contracts with her company for so many years if they believed there was an inappropriate relationship.

We also interviewed [REDACTED] and [REDACTED] two temporary contract employees from the Field Property Operations office (**Attachments 9 and 10**). [REDACTED] and [REDACTED] are the two remaining employees at the office aside from [REDACTED] is their onsite supervisor. Both [REDACTED] and [REDACTED] stated that they knew [REDACTED] worked for IQ with [REDACTED]. Both also stated that they were not aware of a relationship between [REDACTED] and [REDACTED] and had no reason to suspect more than friendship between them. Like [REDACTED], they characterized the Field Property Operations office as friendly and close-knit.

BIA Contracting Officer [REDACTED] confirmed that [REDACTED] was responsible for monitoring the progress of the contract to ensure that the contractor delivered and the government received the services agreed upon (**Attachment 11**). [REDACTED] said [REDACTED] wrote the statement of work and evaluation criteria for the services needed by BIA, which ultimately resulted in IQ being awarded the contract, and that he evaluated the quote BIA received in response to its request for proposals. Finally, [REDACTED] said, [REDACTED] was the technical lead for BIA once the contract was awarded to IQ.

[REDACTED] explained that, for the most recent request for proposals for the property reconciliation and financial services previously provided by IQ, two other companies had submitted questions, indicating an interest in competing for the contract. [REDACTED] said, however, that only IQ submitted a proposal in the end. She did not know why the other companies did not submit proposals.

[REDACTED] confirmed that the contract with IQ terminated on March 31, 2012. She said that BIA senior managers had decided that numerous contracts had to be terminated due to "budget reasons."

[REDACTED] also said she was not aware of any relationship—appropriate or otherwise—between [REDACTED] and [REDACTED]. She said that the decisions and actions [REDACTED] took with regard to the IQ contract made business sense. She added that IQ had been doing business with BIA for a long time and did excellent work in fulfilling the contract terms.

We spoke with [REDACTED] supervisor, [REDACTED], Office of Property Management

(Attachment 12). [REDACTED] commended [REDACTED] work, noting that his office has earned a “no problems” audit finding for the past 2 years. [REDACTED] said this achievement was primarily due to the work of IQ. When asked why the IQ contract was terminated when the company was so successful, she did not have a response.

[REDACTED] explained that several months before, after a November 2011 executive memorandum regarding cutting waste was issued, BIA management asked to look at the service contracts throughout the Bureau to see which could be eliminated. She said that she was not included in the decision making process for eliminating contracts: “I would have said, ‘We can’t terminate this contract [with] IQ [REDACTED] because we really need this to continue in order to make our FBMS [Financial and Business Management System] implementation successful.’” [REDACTED] deduced that the decision makers were [REDACTED] – Indian Affairs for Management; [REDACTED] of BIA; [REDACTED] to the Chief of Staff for the Assistant Secretary for Indian Affairs; and [REDACTED] for the Assistant Secretary for Indian Affairs.

[REDACTED] told us that [REDACTED] “zeroed in” on the IQ contract when she got the list of current service contracts. [REDACTED] explained that years ago [REDACTED] had “had a run-in” with [REDACTED] and [REDACTED] in separate incidents and tried to get each of them fired. [REDACTED] said that [REDACTED] told her “some time ago” that when [REDACTED] had worked at BIA, [REDACTED] had told her to do something illegal or improper. When [REDACTED] would not do it, [REDACTED] tried to have her fired.

We asked [REDACTED] if she was aware of a personal relationship between [REDACTED] and [REDACTED]. She stated that she was not aware of a relationship, but if one existed, it would not be in the best interest of the Government. [REDACTED] said: “I’d be surprised . . . Just knowing [REDACTED] and having worked closely with him for 5 years . . . I’d be shocked, really shocked . . . I don’t think that’s in his nature. He’s as straight as an arrow in all of [his] dealings in all topics. . . . I just think this is somebody that’s just trying to cause problems.” [REDACTED] said she did not know who would make such an accusation or why.

We interviewed [REDACTED] on June 22, 2012 (Attachment 13). [REDACTED] stated that she had no role in the termination of the IQ contract. She recalled that she worked with [REDACTED] years ago and was aware that [REDACTED] had been RIFed from BIA. [REDACTED] said she had not heard anything more about [REDACTED] until BIA began its effort to reduce the number of contracts it had, and she denied having had a dispute with [REDACTED] in the past.

#### SUBJECT(S)

[REDACTED], Field Property Operations, Bureau of Indian Affairs, Phoenix, AZ.

#### DISPOSITION

We are forwarding this report to the Director, Bureau of Indian Affairs, for review.

#### ATTACHMENTS

1. IAR – Interview of [REDACTED] on April 10, 2012.
2. Transcript for interview of [REDACTED] on April 10, 2012.
3. IAR – Interview of [REDACTED] on April 10, 2012.

4. Transcript for interview of [REDACTED] on April 10, 2012.
5. Email from [REDACTED] to [REDACTED] containing the word "TESTES," dated January 4, 2010.
6. Email from [REDACTED] to [REDACTED] containing the word "Punkin," dated October 21, 2010.
7. Email from [REDACTED] to [REDACTED] regarding men's and women's bodies, dated November 3, 2010.
8. Email from [REDACTED] to [REDACTED] saying, "Clear your messages, please," dated January 18, 2012.
9. IAR – Interview of [REDACTED] on April 10, 2012.
10. IAR – Interview of [REDACTED] on April 10, 2012.
11. IAR – Interview of [REDACTED] on April 19, 2012.
12. IAR – Interview of [REDACTED] on April 19, 2012.
13. IAR – Interview of [REDACTED] on June 22, 2012.



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

NOV 16 2012

**Memorandum**

To: [REDACTED], Bureau of Land Management

From: Robert Knox [REDACTED]  
*for* Assistant Inspector General for Investigations

Subject: Report of Investigation – [REDACTED]  
Case No. PI-PI-12-0518-I

The Office of Inspector General initiated this investigation on July 24, 2012, after receiving an anonymous complaint alleging misuse of Government time by Bureau of Land Management (BLM) employees in Boise, ID. According to the complainant, on or around June 27, 2012, BLM [REDACTED]

[REDACTED] attended a river rafting team-building event that may not have been approved by their supervisors.

Our investigation revealed that the above-named employees participated in a BLM-sponsored team-building event on June 27, 2012, in which they boarded two BLM boats and assisted river rangers with routine maintenance and trash collection around BLM campsites on the Payette River in Idaho. BLM supervisors [REDACTED], Director, Office of Law Enforcement and Security (OLES); [REDACTED], Deputy Director, OLES; and [REDACTED], Acting District Manager, Boise District, Idaho, approved the event. No additional BLM funds were expended as a result of the event.

We are providing this report to you for information purposes only. Should you need additional information concerning this matter, you may contact me at [REDACTED]

**Attachment**



**OFFICE OF  
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**REPORT OF INVESTIGATION**

<b>Case Title</b> [REDACTED]	<b>Case Number</b> <b>PI-PI-12-0518-I</b>
<b>Reporting Office</b> <b>Program Integrity Division</b>	<b>Report Date</b> <b>November 19, 2012</b>
<b>Report Subject</b> <b>Closing Report of Investigation</b>	

**SYNOPSIS**

The Office of Inspector General initiated this investigation on July 24, 2012, after receiving an anonymous complaint alleging misuse of Government time by Bureau of Land Management (BLM) employees in Boise, ID. According to the complainant, on or around June 27, 2012, BLM [REDACTED]

[REDACTED] attended a team-building event that may not have been approved by their supervisors.

We determined that the above-named employees participated in a BLM-sponsored team-building event on June 27, 2012, in which they boarded two BLM boats and assisted river rangers with routine maintenance and trash collection around BLM campsites on the Payette River in Idaho. Our investigation revealed that BLM managers [REDACTED], Director, Office of Law Enforcement and Security (OLES); [REDACTED], Deputy Director, OLES; and [REDACTED], Acting District Manager, Boise District, Idaho, approved the event. No additional BLM funds were expended as a result of the event.

**DETAILS OF INVESTIGATION**

On July 24, 2012, the Office of Inspector General (OIG) initiated this investigation after receiving an anonymous hotline complaint alleging that Bureau of Land Management (BLM) employees assigned to the Boise District and the Office of Law Enforcement and Security (OLES) National Interagency Fire Center (NIFC) in Boise, ID, misused Government time by going on a rafting trip during work hours (**Attachment 1**). According to the complainant, on or around June 27, 2012, [REDACTED]

<b>Reporting Official/Title</b> [REDACTED]	<b>Signature</b> [REDACTED]
<b>Approving Official/Title</b> [REDACTED] QZ	S. [REDACTED] [REDACTED]

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**OI-002 (04/10 rev. 2)**

[REDACTED] (GS-14), [REDACTED] (GS-13),  
[REDACTED] (GS-11), [REDACTED] (GS-13),  
[REDACTED] (GS-11), [REDACTED] (GS-13),  
[REDACTED] (GS-14), and [REDACTED] (GS-14) attended a river rafting team-building event that may not have been approved by their supervisors.

OIG investigators interviewed [REDACTED], Deputy Director, OLES, BLM, who said that she had approved of her employees [REDACTED] attending the event, and that [REDACTED], Director, OLES, BLM, had approved of all OLES personnel attending the team-building event that took place on the Payette River in Idaho on June 27, 2012 (**Attachment 2**). [REDACTED], [REDACTED], OLES, NIFC, Boise, ID, supervised the event, which involved using BLM watercraft for trash collection. [REDACTED] said she was not aware of any cost associated with the team-building event.

Investigators also interviewed [REDACTED], Deputy Director, OLES, NIFC, who said she was on detail in Albuquerque, NM, from March 3 through July 3, 2012 (**Attachment 3**). [REDACTED] said [REDACTED] assumed the role of acting deputy director while [REDACTED] was on detail. Upon return to NIFC, [REDACTED] learned about the June 27 team-building event. [REDACTED] said she was not aware of the details of the event but was displeased because it did not appear to involve formal training or classroom instruction.

When OIG investigators interviewed [REDACTED], Associate State Director, BLM, Boise, ID, he said that he was not aware of the specific OLES team-building event that took place on June 27 but that it was not unusual for BLM to organize events in which employees assisted river rangers with trash pick-up along the Payette River (**Attachment 4**). According to [REDACTED] many of the campsites along the river are inaccessible by land, requiring BLM watercraft to access the sites to perform maintenance and clean-up operations. [REDACTED] said that there was nothing unusual or suspicious about the event, and he encouraged BLM employees to take part in such events.

[REDACTED], Acting District Manager, BLM Boise District, told OIG investigators that she is the supervisor of the two BLM river rangers who operated the watercraft during the OLES team-building event on June 27, 2012 (**Attachment 5**). According to [REDACTED], the event involved OLES personnel accompanying river rangers while they performed routine maintenance and trash collection around BLM campsites on the Payette River. [REDACTED] approved the event after [REDACTED] conducted a risk assessment and provided a safety briefing for the OLES personnel. She said the event did not cost any money because the maintenance and clean-up had to be conducted anyway. [REDACTED] said that the event was a good chance for OLES personnel to interact with other BLM employees.

OIG investigators interviewed [REDACTED], Director, OLES, BLM, who said he had verbally approved the rafting event in advance and was aware that OLES personnel would be assisting BLM river rangers with routine trash collection and maintenance of campsites along the Payette River (**Attachment 6**). [REDACTED] said the event was supervised by [REDACTED], NIFC, who said a risk assessment would be prepared and that OLES personnel would receive proper safety training before boarding the BLM river craft.

[REDACTED] said [REDACTED] was preparing to return to his normal duties as the assistant special agent-in-charge after spending several months as the acting deputy director of OLES personnel assigned to NIFC. According to [REDACTED] [REDACTED] performed well as the acting deputy director, and the staff worked hard

during the absence of their normally assigned deputy director. [REDACTED] wanted to reward his staff for their hard work and provide them with training concerning BLM river ranger duties. [REDACTED] said that his staff was responsible for investigating complaints and preparing policy memoranda involving BLM river ranger duties. He thought that participating in training involving the BLM river rangers would increase his staff's knowledge and understanding of river ranger procedures, facilitate preparation of policy memoranda, and assist them during future investigations involving river ranger operations.

[REDACTED] was not aware of any BLM or OLES regulations or policy that specifically allowed for this type of team-building event, nor was he aware of any regulations that prohibited these types of events. He said that the event did not cost any money, and he considered it a success because of the positive feedback he received from the participants and the improvement in their productivity and morale.

### **DISPOSITION**

We are providing a copy of this report to the Acting Director, BLM, for any action deemed appropriate.

### **ATTACHMENTS**

1. Hotline complaint received on July 8, 2012.
2. IAR – Interview of [REDACTED], July 26, 2012.
3. IAR – Interview of [REDACTED], July 26, 2012.
4. IAR – Interview of [REDACTED], July 26, 2012.
5. IAR – Interview of [REDACTED], July 27, 2012.
6. IAR – Interview of [REDACTED], August 29, 2012.