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Description of document:	Closing Documents For Twenty-Two (22) National Railroad Passenger Corporation (Amtrak) Inspector General (OIG) investigations, 2013-2014
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OFFICE of INSPECTOR GENERAL
NATIONAL RAILROAD PASSENGER CORPORATION

February 18, 2016

RE: Freedom of Information Act Request Response

The Amtrak Office of Inspector General (OIG) has searched for records responsive to your Freedom of Information Act (FOIA) request dated January 20, 2016 seeking "a copy of the final report or the equivalent, such as the report of investigation, closing memo, referral memo, referral letter or other final investigation document" for twenty-two (22) of the twenty-four (24) OIG case numbers you requested. Two case numbers, DC-11-0276-HL-I and DC-12-0368-O, were, respectively, referred to Amtrak Corporate without commencing an OIG investigation, and administratively closed without providing a closing report. Therefore, the OIG does not have any responsive records with respect to the two case numbers referenced above.

Enclosed are all reasonably segregable portions of the other records you requested from the OIG. The redacted portions were determined to be exempt from disclosure for the following reasons:

OIG agent names have been withheld pursuant to FOIA Exemptions 6 and 7(C). Courts have consistently held that OIG law enforcement agents have "substantial interest[s] in nondisclosure of their identities and their connection[s] to particular investigations." See, e.g., Neely v. FBI, 208 F.3d 461, 464-66 (4th Cir. 2000). Additionally, the names, titles and other personal identifying information relating to suspects, witnesses, and sources are also being withheld pursuant to FOIA Exemptions 6 and 7(C).

Exemption 7(C), in particular, provides protection for personal information contained in law enforcement records, recognizing that law enforcement records, such as OIG investigative reports and memos, are inherently more invasive of privacy than other types of records. An individual whose name or other personal identifying information is

disclosed in connection with an investigation may become the subject of rumor and innuendo. Release of names and other personal identifying information could subject those individuals "to unanticipated and unwanted injury to their reputations, and to derogatory publicity or interferences arising from their connection to law enforcement." See, e.g., Ruston v. DOJ, No. 06-0224, 2007 WL 809698, at *5 (D.D.C. Mar. 15, 2007). Exemption 6 protects the privacy interest of individuals identified in connection with an OIG investigation, whose substantial interest in personal identity protection outweighs any public interest in disclosure of information that could be used to identify them. In cases such as these, the public's interest in identification of witnesses, targets, sources and OIG investigators is minimal because the information reveals nothing about the activities or programs of Amtrak.

Additionally, redactions have been made where it would reveal law enforcement techniques and procedures, which are protected from disclosure under Exemption 7(E). See Banks v. DOJ, 813 F. Supp. 2d 132, 146 (D.D.C. 2011) (noting that Exemption 7(E) provides for "categorical" protection of techniques and procedures under the first clause of the Exemption). Finally, certain commercially sensitive, confidential information, such as vehicle license plate numbers, account and contract numbers, etc. have also been redacted. If publicly disclosed, this information could be misused not only to cause financial harm to Amtrak but also to circumvent the law and facilitate fraud. Thus, these categories of information fall within the protections covered by Exemptions 4 and 7(E). Furthermore, this commercially sensitive and confidential information has also been withheld as this information may be misused to identify the individual(s) associated with them, whose personal identifying information has already been withheld pursuant to Exemptions 6 and 7(C). The preceding information reveals nothing that would assist the public's understanding about the activities or programs of Amtrak.

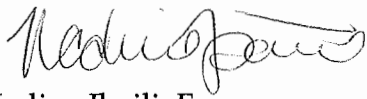
If you wish to appeal the OIG's claims of exemption relating to any of the redactions on the enclosed records, you may file an administrative appeal within thirty (30) days of the date of this letter to:

National Railroad Passenger Corporation
Office of Inspector General
10 G Street, NE, 3W-300
Washington, D.C. 20001
ATTN: FOIA Appeal

A copy of your initial request, a copy of this letter, and your statement of circumstances, reasons, and arguments should accompany your letter of appeal.

We have not assessed any charges to you for processing this request. If you have any questions concerning this response to your request, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Nadine Jbaili", with a stylized flourish at the end.

Nadine Jbaili, Esq.

Associate Legal Counsel

National Railroad Passenger Corporation (Amtrak)

Office of Inspector General

cc: Sharron Hawkins, Amtrak FOIA Officer

NATIONAL RAILROAD PASSENGER CORPORATION
OFFICE OF INSPECTOR GENERAL
FREEDOM OF INFORMATION ACT (FOIA)

ENCLOSURE

REDACTED DOCUMENTS



Case Number: CA-13-0123-O

September 24, 2014

Case Title: Amtrak Police Department – **REDACTED**

Case Closing:

This is a report on our investigation of **REDACTED** a manager of the Amtrak Police Department **REDACTED**, Los Angeles, CA for your information (OI Case CA-13-0123-O).

Why We Conducted the Investigation

The Office of Inspector General (OIG), Office of Investigations (OI), received information from a Source of Information, who alleged **REDACTED** did not properly account for weapons assigned to the APD **REDACTED** provided false time and attendance records, and misused his assigned Amtrak vehicle

The Activities We Conducted

To conduct the investigation, we took the following actions:

- interviewed sources of information, and members of the Los Angeles APD **REDACTED**
- inventoried weapons assigned to APD **REDACTED** nation wide
- reviewed Amtrak's automated travel system, referred to as the Electronic Transaction Express (eTrax)
- reviewed Amtrak's automated reservation and tracking system, referred to as "ARROW,"
- reviewed **REDACTED** time and attendance records
- conducted **REDACTED**
- interviewed **REDACTED**

The Results of the Investigation

OIG investigation determined: 1) weapons assigned to the **REDACTED** were properly accounted; 2) **REDACTED** misuse of his assigned Amtrak vehicle was unsubstantiated; and 3) **REDACTED** submission of false time and attendance abuse was also not substantiated.

On May 14, 2014, **REDACTED** retired from Amtrak. This investigation is closed.

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APPENDIX A

BACKGROUND

On December 13, 2012, Sources of Information (SI), known to have access and knowledge, alleged [REDACTED] APD, [REDACTED] did not properly account for weapons purchased by the [REDACTED] abused the use of his assigned APD vehicle, improperly reported his time and attendance hours, and other management matters to SA [REDACTED]. SA [REDACTED] worked this investigation until he left his employment with Amtrak OIG on May 03, 2013, wherein Reporting Agent (RA) assumed this case.

Specifically, SI alleged when the Amtrak [REDACTED] disbanded and became the [REDACTED] eight sets of specialized counter-terrorism equipment disappeared including \$30,000 worth of pressurized breathing units, weapons including XM-15 rifles, personal gear, and ammunition. The SI was unaware of any inventory list maintained for the items and suspected [REDACTED] knew of its whereabouts. SI further alleged [REDACTED] did not work the hours he reported on his Amtrak time sheet, rarely showed up for duty at the [REDACTED] facility, and abused the use of his assigned Amtrak vehicle, but the SI was unable to provide any specific details.

On April 01, 2013, APD Chief of Police Polly Hanson was briefed by Amtrak OIG Headquarters of the various management allegations against [REDACTED]. It was determined at that time Amtrak OIG would concentrate their investigative efforts on the missing weapons, [REDACTED] time and attendance, and abuse of his Amtrak vehicle.

1) The following is a chronology of events addressing the allegation regarding missing APD weapons and equipment and no inventory of same for which [REDACTED] was responsible.

On January 10, 2013, Amtrak OIG Special Agent (SA) [REDACTED] met with APD SA [REDACTED] for APD Washington, DC. He maintained the inventory of APD weapons including the XM-15 rifles. [REDACTED] provided SA [REDACTED] with the inventory listing of the APD weapons nationwide.

On January 28, 2013, RA and SA [REDACTED] met with Los Angeles APD [REDACTED] SA [REDACTED] and SA [REDACTED], and inventoried the XM-15 rifles and their serial numbers and found no discrepancies. However, during the inventory, SA [REDACTED] noticed the facility containing the weapons was not properly alarmed. Additionally, [REDACTED] and [REDACTED] showed SA [REDACTED] and RA a container box where the [REDACTED] secured their ammunition and 14 Patriot pressurized breathing units.

On January 29, 2013, Amtrak OIG SA [REDACTED] and SA [REDACTED] met with APD SA [REDACTED] and APD [REDACTED] Washington, DC, to inventory their assigned XM-15 rifles and their serial numbers and found no discrepancies.

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On January 30, 2013, SA [REDACTED] met with SA [REDACTED] at APD, Washington DC to inventory XM-15 rifles returned from the APD New York [REDACTED] Division. [REDACTED] inventoried the XM-15 rifles and their serial numbers and found no discrepancies.

On February 07, 2013, Amtrak OIG SA [REDACTED], Philadelphia, PA, conducted an inventory of XM-15 rifles assigned to the Philadelphia APD [REDACTED]. He inventoried all XM-15 rifles and their serial numbers and found no discrepancies.

On February 11, 2013, SA [REDACTED] met APD Officer [REDACTED] at the Philadelphia APD [REDACTED] and inventoried [REDACTED] assigned XM-15 rifle and found no discrepancies.

On February 25, 2013, Amtrak OIG SA [REDACTED] met SA [REDACTED], New York APD [REDACTED] and inventoried the XM-15 rifles and found no discrepancies.

Inventories accounted for all APD [REDACTED] weapons.

On September 11, 2013, RA and Special Agent [REDACTED], OIG, Western Area Field Office, conducted a non-custodial interview of [REDACTED]. During the interview, [REDACTED] explained the inventory of the weapons was conducted yearly and advised the weapons storage area was not alarmed; but said, his request to procure and install an alarm was pending at APD Headquarters.

2) The following is a chronology of investigative steps addressing the allegation [REDACTED] abused the use of his assigned Amtrak vehicle.

On March 29, 2013, [REDACTED] was at [REDACTED], [REDACTED] CA, reportedly, on his way to an Urban Shield Exercise planning meeting in Oakland, CA, scheduled for March 28 - 29, 2013. However, [REDACTED] name was not on the roster of possible attendees nor was he listed as a speaker on the itinerary posted on the working group's website, which showed a March 28, 2013, 1:00 pm meeting was cancelled. [REDACTED] was unable to substantiate if [REDACTED] attended an Urban Shield exercise planning meeting.

On March 29, 2013 at 1:44 pm, [REDACTED] was at the Alameda County Emergency Services building, 4985 Broder Boulevard, Dublin, CA, and left at 2:58 pm. [REDACTED] was unable to determine who [REDACTED] met with in the building. [REDACTED] returned to his residence, [REDACTED], [REDACTED], [REDACTED] at 9:17 pm.

On April 01, 2013, [REDACTED] stayed in his office until 8:00 pm and drove home in his Amtrak assigned vehicle.

On April 02, 2013 at 6:30 am, [REDACTED] departed his residence in his Amtrak vehicle and arrived at his office at 8:06 am.

On June 17, 2013, [REDACTED] departed his residence at 8:57 am and proceeded toward Los Angeles. However, due to traffic conditions, RA lost sight of [REDACTED] at the CA 118

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and CA I-5 freeways. Subsequent follow up at his office determined [REDACTED] was not at his office. RA terminated [REDACTED] at 10:05 am.

On June 24, 2013 at 9:16 am, [REDACTED] at [REDACTED] residence determined his vehicle was not parked in his driveway or on the street in front of his house.

On June 26, 2013 at 9:04 am, [REDACTED] at [REDACTED] residence determined [REDACTED] assigned Amtrak vehicle was parked in his driveway through 10:00 am. When RA learned about a scheduled night qualification that evening, the [REDACTED] was terminated. RA returned to [REDACTED] residence at 5:03 pm and determined his vehicle was not in his driveway. RA drove back to [REDACTED] office and found his vehicle in his office parking lot.

On June 27, 2013 at 9:57 am, [REDACTED] at [REDACTED] residence determined [REDACTED] assigned Amtrak vehicle was not parked in his driveway. Later, SI confirmed [REDACTED] arrived at the office around 10:00 am.

On July 25, 2013, RA confirmed [REDACTED] Amtrak vehicle was parked at the Burbank Airport. Allegedly [REDACTED] was attending a three-week training course in Boston, MA.

On September 11, 2013, RA and [REDACTED] interviewed the Los Angeles [REDACTED] SAs. The interviews did not disclose any specific information substantiating allegations [REDACTED] abused the use of his assigned vehicle.

On September 11, 2013, RA and [REDACTED] conducted a non-custodial interview of [REDACTED] wherein he denied abusing his assigned Amtrak vehicle. Additionally, [REDACTED] said his supervisor, APD [REDACTED], approved an Amtrak "alternate garaging" form by October first of each year authorizing his official use of the vehicle.

On September 26, 2013, RA telephonically interviewed [REDACTED] supervisor, [REDACTED] about [REDACTED] use of his assigned Amtrak vehicle. [REDACTED] said she authorized [REDACTED] use of his vehicle from home to work. She also said she approved [REDACTED] "alternate garaging" form by the first of October which authorized him to drive his assigned vehicle from home to work and for other official Amtrak business.

Limited [REDACTED] was unable to substantiate [REDACTED] abuse of his Amtrak vehicle. It was difficult to know whether [REDACTED] was scheduled to be at work in Los Angeles or elsewhere in his area of responsibility for operational or training needs.

Investigation did not substantiate [REDACTED] alleged abuse of his assigned Amtrak vehicle because it was difficult to determine his whereabouts due to his constant travel status and unknown work schedules. Also it was difficult to corroborate his whereabouts through the SI, information in the Amtrak's automated travel system, referred to as the Electronic Transaction Express (eTrax), Amtrak's automated reservation and tracking system, referred to as "ARROW," and his time and attendance records. RA conducted several [REDACTED] of [REDACTED] during June 17, 2013 – July 25, 2013, but was unable to substantiate any abuse of his assigned vehicle during that period. [REDACTED] of

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REDACTED was limited due to his extensive travel throughout 2013 including trips to Boston, MA, Denver, CO, and REDACTED in New Mexico and Colorado, as well as, other travel for training events.

It appeared REDACTED used his Amtrak assigned vehicle for travelling from home to work and allegedly to training events throughout his area of coverage, and did not share it with anyone. While away on extended travel, he left his assigned Amtrak vehicle parked at either an airport, the Los Angeles Union station, or his residence.

REDACTED was assigned a REDACTED with California REDACTED license plate number REDACTED.

3) The following is a chronology of investigative steps used to address allegations that REDACTED abused his time and attendance.

On December 12, 2012, SI alleged REDACTED was not showing up for duty and was not accurately reporting his time and attendance, but provided no specific dates and times.

On January 21, 2013, Amtrak OIG SA REDACTED, reviewed REDACTED "Overview Absences" report which reflected REDACTED annual leave in the following years: 1) 2008 – 1 day; 2) 2009 – 14 days; 3) 2010 – 13 days; 4) 2011 – 13 days; and 5) 2012 – 12 days. Due to REDACTED Amtrak status as a manager, he was considered to be on a "pay by exception" program, meaning, unless REDACTED took any vacation, sick, or personal leave, it was assumed he was working and on company time.

On March 04, 2013, SA REDACTED compared REDACTED various travels to REDACTED against REDACTED leave and official travel dates. SA REDACTED review showed no records of approved Amtrak leave or any official Amtrak travel documented for the following eighteen days when REDACTED was known to have been out of the country.

6 days – September 15 - 18, 2009
November 23 - 24, 2009

7 days – July 22 – 23, 2010
September 7 - 10, 13 -14, 2010

5 days – September 6 - 7, 10 – 12, 2012

On September 11, 2013, RA and REDACTED interviewed REDACTED SAs who worked for REDACTED. They advised they were unaware of REDACTED work schedule, and had no knowledge of REDACTED abusing his time and attendance.

On September 11, 2013, RA and REDACTED conducted a non-custodial interview of REDACTED who denied abusing his time and attendance and said he coordinated his use of "adjusted rest days" with his supervisors. REDACTED asked for the opportunity to review his

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records regarding use of "adjusted rest days." Later, the same day, [REDACTED] via email, provided information regarding some of the dates in question, but asked for additional time to research other dates in question.

When RA spoke to [REDACTED] on September 26, 2013, she advised she tracked [REDACTED] "adjusted rest days" from the time she became his supervisor in September 2012 to present. Later, via email, [REDACTED] reported she reviewed her computer folders which disclosed she did not have [REDACTED] schedules for 2012 because [REDACTED] instructed the [REDACTED] to "by-pass" her and report their time and attendance directly to him. [REDACTED] confirmed "adjusted rest days" were accrued for days [REDACTED] worked on weekends, holidays and for the time he stood duty as the "Watch Commander." [REDACTED] also confirmed [REDACTED] was required to use the "adjusted rest days" within 30 days of accrual unless extenuating circumstances prevented him from using them within that time period. [REDACTED] identified [REDACTED], [REDACTED] APD Headquarters, Washington, DC, who may have maintained a record of [REDACTED] "adjusted rest days."

On September 30, 2013, RA contacted [REDACTED] who provided RA with a record of [REDACTED] "adjusted rest days" for fiscal year 2013. [REDACTED] advised she had no record of [REDACTED] "adjusted rest days" for previous fiscal years.

On November 05, 2013, RA and [REDACTED] conducted a second non-custodial interview of [REDACTED] to follow-up on specific dates in question regarding his time and attendance. [REDACTED] voluntarily provided the following leave status regarding the questioned dates with the exception of September 06, 2012. [REDACTED] asked for additional time to research his records to determine how he accounted for his time on September 6, 2012. The next day, [REDACTED] sent an email to RA advising that he counted September 06, 2012 as an "adjusted rest day" as reflected below.

Questioned Dates

[REDACTED] Accounting of Time

September 15 -17, 2009	Work Days previously authorized for September 08-10, 2009
September 18, 23 – 24, 2009	"adjusted rest days"
July 22 – 23, 2010	"adjusted rest day"
September 07–10, 13-14, 2010	"adjusted rest day"
September 06 - 07, 10-12, 2012	"adjusted rest day"

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The days counted as "adjusted rest days" are not maintained through Amtrak's Employee Information Portal (EIP) or through other formal records. [REDACTED] supervisors, who reportedly approved [REDACTED] use of accrued "adjusted rest days," were no longer with Amtrak. Therefore, there was no mechanism in place to compare [REDACTED] account of "adjusted rest days."

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APPENDIX B
INVESTIGATIVE RESULTS

The Amtrak OIG investigation disclosed the following.

1. [REDACTED] was responsible for accounting for all APD [REDACTED] equipment including weapons. Inventory of the weapons determined no discrepancies in Los Angeles, CA and nationwide. However, safe keeping and storage of weapons may need further review.
2. [REDACTED] abuse of the Amtrak vehicle was not substantiated.
3. [REDACTED] abuse of time and attendance was not substantiated.
4. On May 14, 2014, [REDACTED] retired from Amtrak.

Prepared by: Special Agent [REDACTED] [REDACTED]
Western Area Field Office
Amtrak Office of Inspector General
Office of Investigations
Los Angeles, CA

DISTR: File

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Case Number: CA-12-0318-O

July 29, 2014

Case Title: REDACTED
Riverside, CA**Case Closing:**

On May 30, 2013, the Amtrak Health Service Department, Philadelphia, PA, alleged REDACTED, Amtrak REDACTED, Western Region Call Center, Riverside, CA, forged Dr. REDACTED signature on the *Treating Physician Medical Status Report Statement of Disability* (NRPC 2717) form. Dr. REDACTED signature on the form allowed REDACTED to remain on a medical leave of absence status.

On July 02, 2013, Reporting Agent (RA) interviewed Dr. REDACTED who denied signing the NRPC 2717 forms dated "3/5/2013," "3/8/2013," "3/8/2013," "3/10/2013" and "5/10/2013." During interview, Dr. REDACTED said REDACTED was his patient and he did not understand why REDACTED felt she had to forge his signature. REDACTED indicated REDACTED had substantial medical issues and said there were occasions when she visited his office, she was not mentally stable, because she did not take her medications.

On August 26, 2013, Dr. REDACTED, M.D. Internal Medicine, Amtrak Medical Health Services Department, Philadelphia, PA contacted RA after he received another NRPC 2717 form with Dr. REDACTED suspected forged signature dated "6/5/2013."

On September 24, 2013, Dr. REDACTED told RA in September 2013, he received a NRPC 2717 form from Dr. REDACTED dated September 6, 2013, wherein Dr. REDACTED documented that REDACTED had been permanently disabled as of June 15, 2013. Dr. REDACTED advised based upon that document, he medically disqualified REDACTED which meant that she did not need to submit another NRPC 2717 form until Dr. REDACTED medically qualified her to return to work.

On September 26, 2013, RA presented the case to REDACTED District Attorney REDACTED REDACTED, Riverside County, CA for prosecutorial consideration under CA Penal Code (PC) violations 134, preparation of false papers for fraudulent purpose and 470 (a) forgery. REDACTED declined the case in favor of appropriate administrative action due to nominal monetary impact.

Subsequently, on October 21, 2013, REDACTED passed away as a result of a myocardial infarction.

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RA was not notified of [REDACTED] death until he contacted Dr. [REDACTED] office to determine [REDACTED] medical status prior to attempting to interview her.

This investigation is closed.

Prepared by: Special Agent [REDACTED] [REDACTED]
Western Area Field Office
Amtrak Office of Inspector General
Office of Investigations
Los Angeles, CA

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Office of Inspector General
Office of Investigations

Case Number: CA-13-0330-O

September 29, 2014

Case Title: **REDACTED**
Moreno Valley, CA

Case Closing:

In June 2013, **REDACTED**, **REDACTED**, Amtrak Medical Services Department, reported the suspected forgery of **REDACTED** signature on two *the Treating Physician Medical Status Report Statement of Disability* (NPRC 2717) forms dated March 26, 2013 and June 12, 2013, submitted by Amtrak employee **REDACTED**. The Amtrak Health Services Department relied upon the forms to allow **REDACTED** to return to work on June 17, 2013. **REDACTED** provided copies of the NPRC 2717s which were entered into the Amtrak Office of Inspector General (OIG) Evidence Custody System.

On July 02, 2013 Reporting Agent (RA) interviewed Dr. **REDACTED** MD, Heacock Medical Clinic, Moreno Valley, CA and Physician Assistant (PA) **REDACTED** and discovered **REDACTED** was treated at their clinic from November 7, 2011 through October 31, 2012. On October 31, 2012, PA **REDACTED** examined **REDACTED** and recommended that **REDACTED** not return to work until November 5, 2012.

On July 02, 2013, RA provided Dr. **REDACTED** with an Amtrak OIG letter requesting **REDACTED** medical files in accordance with the Health Insurance Portability and Accountability Act (HIPPA). Subsequently, Dr. **REDACTED** provided a copy of **REDACTED** medical file to RA.

On July 12, 2013, RA interviewed PA **REDACTED**, Heacock Medical Clinic, Moreno Valley, CA, who denied she completed **REDACTED** NPRC 2717 forms, dated March 26, 2013 and June 12, 2013, and said the signatures were not made by her, and the diagnosis on the forms were incorrect. **REDACTED** initialed the forms and RA entered the forms into the OIG evidence custody system.

On August 27, 2013, RA contacted **REDACTED**, California Department of Insurance Fraud Division Inland Empire Regional Office, Rancho Cucamonga, CA. **REDACTED** queried the California State Department of Insurance data base to determine if there were any cases or additional complaints regarding **REDACTED** and the Heacock Medical Clinic, Moreno Valley, CA. The query did not identify any additional complaints or investigations regarding **REDACTED** and Heacock Medical Clinic.

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On September 06, 2013, RA presented this investigation to Riverside County Deputy District Attorney [REDACTED], who declined the matter in favor of administrative remedies.

On January 10, 2014, RA contacted [REDACTED] Assistant [REDACTED] [REDACTED] Los Angeles who advised [REDACTED] has worked under his supervision since July 13, 2013 as a [REDACTED] position in the [REDACTED].

On May 1, 2014, RA and Amtrak OIG [REDACTED] Investigator (contractor) [REDACTED], interviewed [REDACTED] RA advised [REDACTED] of the Garrity Warning and subsequently, [REDACTED] admitted to forging the two NPRC 2717 forms.

On August 20, 2014, [REDACTED] resigned in lieu of appearing at a corporate hearing regarding the forgery of the NPRC 2717 forms.

On September 5, 2014, [REDACTED], advised from the date [REDACTED] returned from medical leave of absence on June 17, 2013 to the date he resigned on August 20, 2014, he [REDACTED] earned \$52,114.76 gross salary.

This investigation is closed.

Prepared by: Special Agent [REDACTED] [REDACTED]
Western Area Field Office
Amtrak Office of Inspector General
Office of Investigations
Los Angeles, CA

DISTR: File

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Case Number: CA-12-0343-O

August 12, 2014

Subject: Marx Brothers Fire

Case Closing:

On July 11, 2012, REDACTED, REDACTED, REDACTED, Amtrak West Engineering Services, Los Angeles, CA reported to Amtrak Office of Inspector General (OIG), Western Area Field Office, that Marx Bros Fire (MBF), who serviced fire extinguishers in the Amtrak Los Angeles 8th Street yard and offices were being improperly serviced and did not meet California State Office of the Fire Marshal standards. Specifically, REDACTED alleged that MBF under fills the amount of dry chemical in the extinguishers to reduce its service costs and does not carry the minimum amount of equipment in their mobile service vehicle to meet California Fire Marshal codes.

Amtrak contracting in Los Angeles, CA consolidated three individual fire extinguisher service contracts for Engineering, Mechanical, and Rolling Stock divisions, all based in the Amtrak 8th Street yard, and awarded a contract to MBF on July 27, 2012 to inspect and repair 300 extinguishers for \$REDACTED per year beginning on August 1, 2012. A losing bidder alleged MBF was not servicing the fire extinguishers in accordance with California Fire Marshal codes.

The California Fire Marshal's office was contacted and agreed to work the investigation jointly. REDACTED, Special Investigator, California Department of Forestry and Fire Protection (Cal FIRE), Office of the State Fire Marshal (OSFM) Fresno, CA and Amtrak OIG decided to conduct REDACTED observe and determine whether MBF was properly servicing the Amtrak fire extinguishers.

On December 17, 2012, Special Investigator REDACTED and Amtrak OIG, took three marked fire extinguishers known to have deficiencies, and observed MBF handle them and tag them as if they had properly conducted the inspection and testing of them, when they had not properly serviced them.

On December 27, 2012, Amtrak contracting office terminated its contract #REDACTED for the Los Angeles Mechanical division with MBF and terminated its contract #REDACTED for the Warehouse/Rolling Stock fire extinguishers on January 2, 2013.

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Special Investigator [REDACTED] advised he would prepare his report to present to prosecutors in Los Angeles, CA.

Subsequent to the receipt of the California Fire Marshal report, RA, Special Investigator [REDACTED] and Metro OIG's Investigator [REDACTED], met with Los Angeles District Attorney [REDACTED] on February 27, 2014, who declined prosecution due to the expiration of the California statute. [REDACTED] advised [REDACTED] that he would be reviewing the fire extinguishers in the Los Angeles Union Station which is under the cognizance of the Metropolitan Transportation Authority (MTA) and would advise her of any current deficiencies.

On August 12, 2014, RA relinquished custody of the fire extinguishers that were in evidence to Special Investigator [REDACTED] for final disposition.

This investigation is hereby closed.

Prepared by: Special Agent [REDACTED] [REDACTED]
Amtrak Office of Inspector General
Western Area Field Office
Office of Investigations
Los Angeles, CA

DISTR: HQ File

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**Office of Inspector General
Office of Investigations****Major Misconduct and General Crimes****Case Number:** DC-12-0210

October 18, 2013

Subject: REDACTED
Amtrak REDACTED, REDACTED
Philadelphia, PA**Case Closing:**

The Office of Inspector General (OIG), Office of Investigations (OI), received an allegation from an individual who requested anonymity regarding an alleged conflict of interest involving REDACTED REDACTED, Amtrak REDACTED, REDACTED REDACTED. The complainant reported that sometime in 2010, REDACTED father, REDACTED, gave a presentation on REDACTED REDACTED REDACTED to Amtrak executive management. Following the presentation, REDACTED company allegedly received a professional services contract with Amtrak to provide training. The complainant also alleged that REDACTED company had provided training seminars on the West Coast for Amtrak employees. The complainant stated that it was rumored that REDACTED who was then REDACTED REDACTED, was instrumental in ensuring that REDACTED business obtained the contract because the REDACTED initiative fell under REDACTED purview.

Through interviews, the investigation determined that REDACTED father (REDACTED) did provide the initial REDACTED presentation to Amtrak executives. Although REDACTED company did not directly receive the REDACTED contract to conduct the seminars, he recommended the REDACTED REDACTED REDACTED for the training. REDACTED was awarded the REDACTED contract and the investigation determined that REDACTED had a business affiliation with the REDACTED. However, the investigation did not substantiate that REDACTED or REDACTED father obtained any financial benefit or gain from Amtrak's REDACTED training.

A review of the NRPC 1194, Certificate of Compliance and Outside Interest Questionnaire (NRPC Form 1194) maintained on file at Amtrak's Record and Benefits Administration, Human Capital Management, Employee Service Center (ESC), revealed that REDACTED did not have a 2010 NRPC 1194 on file for the calendar year 2010. REDACTED also did not identify REDACTED father's business or REDACTED father's business affiliations on his NRPC Form 1194, dated October 20, 2011. According to REDACTED he did not identify the REDACTED on his NRPC Form 1194 because the REDACTED is a separate entity

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that has nothing to do with [REDACTED] father's company. [REDACTED] statement did not comport with corporate record reviews that determined that [REDACTED] had a business affiliation with the [REDACTED] Amtrak's Ethical Conduct and Conflict of Interest Policy, P/I 1.3.4, Section 6.0 Disclosure of Outside Interests requires the reporting of "relationships/positions that may be potential or actual conflicts of interest."

The investigation also determined that Amtrak has no corporate recusal policy in place that outlined when an individual should recuse himself or herself; the restrictions that should be placed on that individual; an approval/review procedure for recusals; and how the recusal should be documented in instances where potential conflicts of interest, or the appearance of a conflict of interest, exist.

[REDACTED] [REDACTED], Amtrak [REDACTED], [REDACTED] advised that Joseph Boardman, President and CEO, tasked him with ensuring that no conflict of interest existed regarding [REDACTED] and the training that was to be provided. [REDACTED] said that he sought legal advice on the matter from [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] stated that [REDACTED] determined that no conflict of interest existed as long as [REDACTED] had nothing to do with the [REDACTED] procurement, contract administration process, or billing.

Neither [REDACTED] nor [REDACTED] maintained any formal communications to document their conversations regarding [REDACTED] recusal from the [REDACTED] process, nor did [REDACTED] memorialize the direction he provided to [REDACTED] after his discussion with [REDACTED]. This lack of documentation obscured at what point [REDACTED] was notified that he should have nothing to do with the [REDACTED] procurement and contract administration process.

There were no indications that [REDACTED] generated, reviewed, or approved the [REDACTED] requisitions. His staff, both direct and indirect reports, were tasked with preparing and approving the [REDACTED] requisition and purchase orders; and in two instances, his subordinate approved the requisitions on [REDACTED] behalf. [REDACTED] staff was aware that [REDACTED] father had some involvement with the [REDACTED] training being provided to Amtrak executives and senior management.

On June 11, 2013, a Management Information Report was sent to Joseph Boardman, President and Chief Executive Office, regarding OI's observations.

In a memorandum dated June 20, 2013 from [REDACTED] to [REDACTED] [REDACTED] was reminded to that he is required to update his NRPC 1194 whenever a potential conflict of interest arises.

In a follow-up status email from [REDACTED] to [REDACTED], [REDACTED] [REDACTED], [REDACTED] advised that an amended Ethical Conduct and Conflict of Interest Policy, P/I 1.3.4 addressing the creation of a recusal policy had been prepared and submitted to the staff summary process for approval.

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Correspondence from the Company on this matter is included in the case file. This investigation is closed.

Prepared by: Special Agent **REDACTED**, **REDACTED**
Amtrak Office of Inspector General
Office of Investigations
10 G Street, NE, Ste. 3W-300
Washington, DC 20002

DISTR:File

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**Case Number:** DC-13-0013-HL-O

September 8, 2014

Subject: Alleged Compromise of Information on Mechanical Computers**Case Closing:**

The Federal Railroad Administration (FRA) advised Amtrak OIG that FRA received documents from an undisclosed source that contained sensitive personnel and disciplinary information involving Amtrak agreement employees. The documents appeared to have come from [REDACTED], [REDACTED], Amtrak Mechanical Department, Pacific Northwest Division, Seattle, WA.

On October 15, 2012, [REDACTED] was interviewed and confirmed that the FRA information originated from an Excel spreadsheet file that he and his assistant maintained on the Mechanical Department's shared file. [REDACTED] advised that the spreadsheet file contained a progression of disciplinary information involving Mechanical Department personnel for the Seattle area for the past 10 years. He advised the file on the shared drive was accessible to anyone who had access to the drive. A password had recently been added to the file because someone in the past had made unauthorized changes to the file.

On October 15, 2012, [REDACTED], [REDACTED], Pacific Northwest Division, Seattle, WA advised that a Joint Council of Carmen Union Chairman had complained about the Mechanical Department disciplinary records being maintained and available to the public. [REDACTED] opined [REDACTED] or someone in the Mechanical Department who was aware of and had access to the file may have provided the information to the FRA.

Both [REDACTED] and [REDACTED] did not believe that their computers or [REDACTED] computer had been compromised. They both characterized the spreadsheet file as a quick administrative reference tool for management, as well as, to show transparency and consistency by management relative employee disciplinary actions.

Reporting Agent confirmed that the file was password-protected, but was concerned with sensitive personnel and disciplinary information that was on the shared drive, where it may be subject to certain vulnerabilities such as hacking or other vulnerabilities.

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In January 2013, the investigative information was provided to the corporation with recommendations to its Human Capital management relative to the safekeeping of employee personnel information, and that the release of the information to be limited to authorized staff. Additionally, a recommendation was made to the Mechanical Department to safe guard confidential employee information relative to discipline and counseling.

On May 6, 2013, Amtrak OIG HQ received a response wherein **REDACTED**, Amtrak **REDACTED**, sent out direction to his management and staff relative to safeguarding employee information relative to discipline and counseling.

Reporting Agent maintained contact with **REDACTED**, Human Capital Management who advised that Human Capital will be reiterating the safekeeping of Confidential information.

On June 2, 2014, **REDACTED**, Amtrak **REDACTED**, mailed out a memorandum to all Amtrak employees regarding safekeeping Amtrak employees' Confidential Information and reiterated Amtrak's Confidentiality Policy, P/I 9.1.0.

This investigation is hereby closed.

Prepared by: Special Agent **REDACTED** **REDACTED**
Amtrak Office of Inspector General
Western Area Field Office
Office of Investigations
Los Angeles, CA

DISTR: HQ File

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Office of Inspector General



Via Electronic Mail







Memorandum


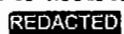


To: DJ Stadler, Jr., Vice President, Operations
Barry Melnkovic, Chief Human Capital Officer
Jason Molfetas, Chief Information Officer
William H. Herrmann, Managing Deputy General Counsel

From: 
Adrienne R. Rish
Assistant Inspector General, Investigations

Date: January 28, 2012

Subject: Management Information Report: *Amtrak Employees' Disciplinary and Sensitive Information Needs to be Kept Confidential*,
OIG Case DC-13-0013-HL-O

The Federal Railroad Administration (FRA) advised Amtrak OIG that FRA received documents from an undisclosed source that contained sensitive personnel and disciplinary information involving Amtrak agreement employees. The documents appear to have been obtained from the computer of   Amtrak , Seattle. FRA advised that due to the sensitivity of the documents, it decided to destroy them, but wanted to advise Amtrak of the possible compromise of its sensitive computer data. Our investigation, which confirmed the information from FRA, involved a review of documents and interviews, including interviews of  and   Pacific Northwest.

 confirmed that the disclosed information had originated from an Excel spreadsheet file that he and his assistant maintain on the Mechanical Department's shared computer hard drive.  advised that the spreadsheet file does contain a progression of disciplinary information involving Mechanical Department personnel for the Seattle area for approximately the last 10 years. According to  for the last several years this file had been accessible on the Mechanical Department's shared drive to anyone who had access to the drive.  noted that password protection had

This report contains sensitive data. As such, it may not be released to any person or organization outside Amtrak without the express written consent of the OIG.

recently been added to the file because someone had previously made unauthorized changes in it. [REDACTED] also advised OIG that [REDACTED] [REDACTED] [REDACTED], had previously complained to [REDACTED] about Mechanical Department disciplinary records being maintained and available to the public.

[REDACTED] and [REDACTED] do not believe that any Mechanical Department computers have been compromised. They characterized the spreadsheet file as a quick administrative reference tool for management. They also opined that it needed to be accessible because it shows transparency and consistency by management to any Mechanical Department employee who had received or was receiving similar disciplinary action. They had discussed adding positive comments to the employees' files as well. [REDACTED] opined that [REDACTED] or someone else in the Mechanical Department who was aware of and had access to the file may have provided the information to FRA.

Human Capital Management (HCM) policies *Release of Employee Information (7.8.2)* and *Personnel Files (7.18.2)* specifically require the safekeeping of employee personnel information, and that the release of that information—as well as access to personnel records—be limited to authorized staff.

OIG confirmed that the file is password-protected. Mechanical Department management in Seattle also appears to have taken appropriate action to password-protect the file when it became an issue. Of concern is that although the file has been password-protected, it still contains sensitive personnel and disciplinary information that resides on a shared drive, where it is subject to certain vulnerabilities, including hacking. A copy of the spreadsheet is included as an attachment to this report. Our investigation did not determine whether it is a practice among Mechanical Department personnel in other geographic areas to similarly track sensitive employee personnel and disciplinary information in a password-protected or unprotected file.

RECOMMENDATIONS

We recommend that management consider the following:

1. Update HCM policies to address Amtrak managers' maintaining personnel information and disciplinary records without personally identifiable information. This should include how departments or managers could collect information that can be secured and utilized as a management tool easily accessible by authorized users only.

2. Ensure that no other Mechanical Department staff are maintaining personnel information and disciplinary records on unpassword-protected files and shared drives or computers, and that any such information is restricted to authorized Amtrak managers

We have concluded our investigation into this matter. Please advise us within 30 days of the date of this report of proposed or final action taken on this matter. If you have any questions concerning this report, please contact me at REDACTED REDACTED or Deputy Assistant Inspector General LaVan Griffith at REDACTED REDACTED.

Attachment

**Office of Inspector General
Office of Investigations****Case Number:** DC- 13-0049-O

March 21, 2013

Subject: REDACTED
Supervisor, REDACTED
Wilmington, DE**CASE CLOSING****CASE SUMMARY**

REDACTED Amtrak REDACTED (REDACTED) Supervisor, was promoted to supervisor in July 2012 and assigned a new gang of employees. Shortly after assuming his supervisory responsibilities REDACTED set up a hotel booking for his gang. REDACTED had their hotel room expenses billed directly to an Amtrak Department when the billing practice is to have each employee bill through their individually issued Corporate Lodging Consultants (CLC) card or a CLC number assigned to them. Members of REDACTED gang had not been assigned CLC cards so REDACTED booked the rooms and, at the hotel representative's suggestion, Amtrak was directly invoiced for the rooms. REDACTED stated that he did not negotiate a complimentary breakfast for his gang as part of setting up the billing with the hotel and that the complimentary breakfast was provided because his gang had a high level of Priority Rewards (Holiday Inn/Crowne Plaza) points. The hotel representative who dealt with REDACTED confirmed his statements regarding the room billings and stated that REDACTED did not receive anything in return for the bookings.

The OIG investigation revealed a breakdown in communication regarding lodging policies. There is a lack of training, direction, coordination and accountability on the use of the CLC card. There is no corporate policy requiring Amtrak employees' use of the CLC card for lodging and the use of approved hotels by Amtrak employees is not enforced.

While the allegation indicated possible kickbacks to the supervisor by the hotel manager, the investigation revealed that the supervisor was unaware that the hotel was no longer a part of the Amtrak / CLC program and the kickback allegation was unfounded

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The billing being made to the [REDACTED] Department rather than the [REDACTED] Department was based on the billing address the hotel representative had on file and was not an attempt to cover-up the hotel charges.

DETAILS OF THE INVESTIGATION

On October 24, 2012, Amtrak Office of Inspector General (OIG) received an allegation from Amtrak [REDACTED] Department-Philadelphia, [REDACTED] regarding Amtrak [REDACTED] Supervisor [REDACTED] [REDACTED] [REDACTED] alleged that [REDACTED] had personally negotiated a room rate at a Crowne Plaza hotel in Wilmington, DE. The rate [REDACTED] obtained was \$20 per room / per night higher than a previous Amtrak / Corporate Lodging Consultants (CLC) program rate for that hotel. [REDACTED] discovered the billing arrangement when he received two large packets mailed from the Crowne Plaza that contained unpaid hotel bills from July 2012-October 2012 totaling \$26,123. The hotel bills were for lodging expenses incurred by [REDACTED] and his gang.

[REDACTED] said it was unusual to have Amtrak billed directly from the hotel because employees are supposed to use their issued CLC lodging card. Normally hotels charge CLC directly for lodging costs and at the end of the month CLC is reimbursed by Amtrak. Additionally, [REDACTED] noted that the bills were originally sent to the [REDACTED] in Wilmington, DE but should have been addressed to [REDACTED] in Philadelphia, PA.

After reviewing the bills, [REDACTED] researched the matter further and learned that [REDACTED] had negotiated with the Crowne Plaza to include a "full cooked free breakfast" for each of his gang. [REDACTED] opined that the \$20.00 increase for the room rate was to cover the cost of [REDACTED] gang receiving a free breakfast. [REDACTED] said this was an ethics violation because [REDACTED] and his gang were receiving a full \$41.14 daily per diem.

On November 5, 2012, [REDACTED], Crowne Plaza/Wilmington [REDACTED], was interviewed regarding the circumstances of room billings for [REDACTED] and his gang. [REDACTED] explained she never met [REDACTED] in person but spoke to him on the phone sometime in July 2012. She offered [REDACTED] a "low rate" of \$89.00 and said she would include a full hot breakfast buffet. She was the one who offered the breakfast and [REDACTED] accepted the terms.

[REDACTED] provided a copy of Priority Club Profile records which revealed that [REDACTED] earned 4600 points during his stay with the Crowne Plaza from July 2012 to present.

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The records revealed that [REDACTED] did not earn extra because of the hotel booking arrangements he made with [REDACTED] and he did not earn points from his gang's stay at the hotel.

On November 12, 2012, [REDACTED] reported to the OIG that [REDACTED] was at a Holiday Inn Express in Newark, DE at twice the allowed CLC hotel rate. In addition, over the Veteran's Day weekend, [REDACTED] reserved rooms for Sunday, November 11, 2012. However, Monday, November 12, 2012 was a holiday and no one from Amtrak, including [REDACTED] checked into the hotel. Amtrak was charged \$641.52 for the rooms.

On November 14, 2012, [REDACTED] Amtrak [REDACTED], was interviewed regarding [REDACTED] booking practice. [REDACTED] is [REDACTED] direct supervisor. [REDACTED] explained that the practice is for Amtrak supervisors to reserve rooms for their gangs and [REDACTED] supervises a gang of ten (10) men. [REDACTED] explained that not everyone on [REDACTED] gang had CLC cards and the issue was in the process of being resolved.

[REDACTED] said the CLC process had changed several times. Previously CLC cards were issued to Amtrak employees, but not everyone had cards. Then Amtrak employees were instructed to provide their work ID number or social security number at check-in. Currently, the process is going back to the system of having the Amtrak employees using their CLC cards. [REDACTED] was informed by [REDACTED] that [REDACTED] was staying in the Crowne Plaza and that the hotel was over the approved CLC rate. [REDACTED] counseled [REDACTED] and advised [REDACTED] to move his gang out of the hotel and go to a hotel on the approved CLC list.

[REDACTED] was also under the impression that the Crowne Plaza was at one time on the approved CLC list. [REDACTED] noted that the hotels go on and off the approved list. According to [REDACTED] hotels on the CLC lists agree to provide blocks of rooms to Amtrak at low rates during the year. However, during summer/vacation time, some of the hotels rescind the low rate rooms because it's their peak season. [REDACTED] said, "They kick Amtrak out."

On November 20, 2012, [REDACTED] was interviewed regarding the circumstances of the Crowne Plaza hotel booking. [REDACTED] said he needed to arrange lodging for his gang so he contacted [REDACTED] /Amtrak [REDACTED] Department, [REDACTED] [REDACTED] said [REDACTED] was in contact with CLC and that he was under the impression the Crowne Plaza had an approved CLC rate. As a result, he contacted the hotel directly in mid July 2012 to make arrangements for his gang.

After he explained his lodging needs for his gang (Sunday through Thursday nights until at least September 2012), the Crowne Plaza quoted a rate and [REDACTED] accepted. [REDACTED] denied negotiating a breakfast and explained he and his gang were earning full per diem so they were not entitled to a breakfast as part of the unused room rate. [REDACTED]

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stated that since most of his gang travelled they accrued high level point status with Priority Club Rewards. [REDACTED] said that when he and his gang checked into the Crowne Plaza the front desk provided them with small blue tokens that were good for a free breakfast.

[REDACTED] explained that some of his gang had CLC cards but many did not. [REDACTED] thought the employees who did not have issued CLC cards would not be able to check into the hotel. He also thought it was permissible to have Amtrak directly billed because the Crowne Plaza said they had an Amtrak account address on file.

[REDACTED] was not familiar with various hotel room rates and didn't realize he went \$20.00 over the daily rate. He assumed the hotel was within the approved rate because he was told the Crowne Plaza had a CLC rate. [REDACTED] said he had not had training on the use of the CLC card. He added that the policies regarding CLC usage kept changing. [REDACTED] said that it was only recently that everyone in his gang finally obtained CLC card numbers.

[REDACTED] added that at some point, [REDACTED] told him to move his gang out of the Crowne Plaza because the hotel was not on the approved CLC list. At first, [REDACTED] moved his gang to the nearby Best Western but they moved out quickly because of fleas. [REDACTED] assumed the Best Western hotel had a bug problem because it was "pet friendly."

[REDACTED] explained he was told by [REDACTED] that his gang was permitted to move to the Holiday Express in Newark, DE. [REDACTED] thought this hotel was on the approved CLC list, however, within a few weeks [REDACTED] was told to move by [REDACTED] [REDACTED] said this was due to the fact that the hotel was on a CLC list but not on the Amtrak CLC list.

Regarding the rooms Amtrak was charged for his gang over Veteran's Day, [REDACTED] apologized and explained that was "his screw up." He reserved rooms for his gang for Sunday check-in, November 11, 2012 but Monday, November 12, 2012 was a holiday. [REDACTED] said he had forgotten about the Holiday. [REDACTED] explained he was still dealing with Hurricane Sandy issues at his home in [REDACTED] [REDACTED] stated that he was overwhelmed with the logistics because of Hurricane Sandy and he forgot to cancel the rooms for Sunday night, November 11, 2012.

[REDACTED] did speak with [REDACTED] from the Holiday Inn Express the following day (November 12, 2012) regarding the reservations. [REDACTED] kept the rooms for his gang for check-in the following week but would not refund the Sunday night charges to Amtrak.

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OIG provided [REDACTED] with CLC policies from Amtrak departments. [REDACTED] explained he was going to write up a new [REDACTED] and [REDACTED] Standard Operating Procedure (SOP) on the CLC. On March 13, 2013, [REDACTED] provided the OIG with the final draft of the new SOP for CLC. The new policy was signed and went into effect on March 15, 2013.

By: Special Agent [REDACTED]
Amtrak Office of Inspector General
Office of Investigations
Washington, DC

DISTR:HQ File; Amtrak OIG Washington

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**Office of Inspector General
Office of Investigations****Amtrak Case Number DC-13-0077-O****January 8, 2014****Subject:** [REDACTED]
Washington, DC**Case Closing:**

The Amtrak Office of Inspector General (OIG), Office of Investigations (OI) received a referral from Amtrak [REDACTED] [REDACTED] regarding the misuse of an Amtrak Procurement Card (P-Card). [REDACTED] advised that Amtrak [REDACTED] [REDACTED], Information Technology (IT) Department, had reported that her Amtrak P-Card was compromised to make fraudulent purchases from several merchants totaling approximately \$4,500.

[REDACTED] told [REDACTED] that she had reported the incident to Officer [REDACTED] [REDACTED], Amtrak Police Department (APD). Subsequently, the APD police report taken by [REDACTED] was forwarded to the attention of Criminal Investigator [REDACTED] [REDACTED] APD. On November 19, 2012, [REDACTED] advised the reporting agent that [REDACTED] had recently used the credit card to reserve a conference room for Amtrak's [REDACTED] initiative from Union Station Business Center (USBC), 10 G Street, NE, Suite [REDACTED], Washington, DC. [REDACTED] discovered that the USBC transaction required the requestor to provide the entire credit card number, expiration date, and the card verification value (CVV) code.

Shortly thereafter, [REDACTED] stated that she had discovered the fraudulent transactions when a United Parcel Service (UPS) package from Bloomingdales had arrived at her office on November 15, 2012. [REDACTED] said that she did not routinely check the balance or transactions on her P-Card but the Bloomingdales charge prompted her to examine the P-Card account. On November 30, 2012, the reporting agent interviewed [REDACTED] [REDACTED] [REDACTED], USBC. [REDACTED] stated that she had recently had a conversation with a co-worker about several packages that had arrived at USBC. [REDACTED] stated that her co-worker, [REDACTED] [REDACTED], [REDACTED], USBC, had received a call from [REDACTED] an employee of Akira Technologies (AT) and asked if [REDACTED] would sign for some personal packages that were expected to arrive at USBC.

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REDACTED said that she recalled that REDACTED had received three packages; from Gucci, Neiman Marcus, and another merchant. She described REDACTED as a young black male, age 25-30, with short hair and dark complexion. REDACTED REDACTED, Akira Technologies, confirmed that an individual named, RED/REDACTED was employed by his company.

REDACTED refused to be interviewed by the reporting agent and the matter was referred to Assistant United States Attorney (AUSA) REDACTED (REDACTED) United States Attorney's Office (USAO) for the District of Columbia. AUSA Miller accepted the case for prosecution consideration and issued a felony warrant for the arrest of REDACTED on First Degree Identity Theft charges, USW # REDACTED.

On July 23, 2013, REDACTED was arrested by members of the Metropolitan Police Department (MPDC), Fifth District Warrant Squad with the reporting agent and Special Agent REDACTED participating in the arrest.. REDACTED later pled guilty to one count of Second Degree Identity Theft, 22 DC Code Section 3227.01, 3221.02(1), 3227.03(b) and one count of Attempted Uttering, in violation of 22 DC Code, Section 1803, 3241, and 3242. On November 8, 2013, REDACTED was sentenced to 240 days confinement, 3 years' supervised probation, assessed restitution in the amount of \$4,480.00 and ordered to pay \$100 in court fees.

This concludes investigative activity by the OIG OI.

Prepared by: Special Agent REDACTED REDACTED
Amtrak Office of the Inspector General
Office of Investigation
Washington, DC

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**Office of Inspector General
Office of Investigations****Case Number:** DC-13-0164-HL-0**Date:** February 5, 2014**Abbreviated Case Closing re:** REDACTED / REDACTED

On February 7, 2013, and again on February 15, 2013, REDACTED (REDACTED), REDACTED REDACTED, Amtrak, Brighton Park Facility (BPF), Chicago, Illinois submitted a complaint to the OIG/OI Hotline concerning the disposal of approximately \$60,000 in reclining sleeper seats taken from Amtrak Superliner I and II equipment fleets. According to REDACTED REDACTED REDACTED, Mechanical Department, Amtrak, BPF, and REDACTED REDACTED, Mechanical Department, BPF, disposed of 20-30 good condition recliner seats which were awaiting track repair. According to REDACTED disposal of the seats caused a \$60,000 loss to Amtrak.

Interview of Complainant

On February 28, 2013, the Reporting Agent (RA) interviewed REDACTED REDACTED stated he was informed by reliable sources from the second shift that REDACTED ordered REDACTED to throw approximately 20 to 30 seats (which were awaiting track repair) into an outside dumpster for disposal. REDACTED was told when REDACTED asked REDACTED why the seats were being disposed of, REDACTED stated REDACTED did not like the way the seats were stacked against the wall. REDACTED is upset because he believes disposal of the seats was a waste of approximately \$60,000 in Amtrak money. According to REDACTED, the seats were in good condition; they only needed the tracks replaced.

According to REDACTED Superliner I and II cars undergo an overhaul every four to six years at the Amtrak Beach Grove facility. During the overhaul, original equipment manufactured seats are replaced with custom seats which REDACTED believes are purchased from Kustom Seating (KS). According to REDACTED the tracks that recline the seats should last at least ten years. The tracks are lasting only three to five years which has caused several of the seats to fail. When replacement tracks (which REDACTED believes are purchased from KS) are on back order the malfunctioned seats are stacked against a wall in the BPF until either the replacement tracks are received or until REDACTED have an opportunity to replace the tracks on the seats. Some replacement tracks have been on back order for over nine months.

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REDACTED made REDACTED and REDACTED, both Amtrak REDACTED aware of the malfunctioning tracks. REDACTED and REDACTED have supposedly contacted the vendor (possibly KS) concerning this matter

Interview of REDACTED and REDACTED

On July 1, 2013, REDACTED and REDACTED were interviewed. Neither REDACTED nor REDACTED had any knowledge concerning 20-30 good condition recliner seats being disposed of. REDACTED stated he would have stopped the disposal if he was made aware that good condition recliner seats were being disposed of.

According to REDACTED and REDACTED REDACTED contacted them concerning tracks malfunctioning on reclining seats installed in Amtrak Superliner I and II Sleeper Cars. The seats will not recline if the track malfunctions. REDACTED and REDACTED believe the tracks malfunction because passengers step on the lower seat where the right side track is located in order to climb onto the top sleeping compartment. It has been noted that only the right side track malfunctions.

REDACTED and REDACTED met with REDACTED REDACTED REDACTED REDACTED, REDACTED REDACTED, Mechanical Operations, REDACTED REDACTED, Amtrak, BPF, REDACTED REDACTED, Mechanical Operations, REDACTED, Amtrak, Wilmington, Delaware, and a Quality Assurance representative from KS. The purpose of the meeting was to discuss why the tracks malfunction and to also determine possible remedies concerning this matter. REDACTED is the Amtrak contact person concerning weekly conference calls being held with the above listed individuals concerning the malfunctioning tracks. REDACTED creates tracking reports which detail what the problems are and what actions are taken to resolve the problem. (Note: The RA contacted REDACTED several times throughout this inquiry concerning updates concerning the malfunctioning KS seat tracks. REDACTED continues to work with KS to resolve this matter).

REDACTED and REDACTED had no knowledge concerning any possibility that KS or its subcontractor may be billing Amtrak for inferior seat parts. Any changes to the KS contract concerning parts would originate from the Beech Grove facility. Neither did REDACTED nor REDACTED believe or have knowledge concerning the possibility of any Amtrak employee engaging in conflict of interest relationships with KS officials.

Interview of REDACTED

REDACTED was interviewed on October 22, 2013. REDACTED recalls telling REDACTED to get rid of old recliner seats which needed new seat tracks and other repairs, but does not recall exactly when he told REDACTED to get rid of the seats. The BPF shop floor usually undergoes extensive cleaning during the Thanksgiving/Christmas holiday season when

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the shop floor is closed. [REDACTED] may have told [REDACTED] to get rid of the seats during the holiday season last year.

[REDACTED] left it up to [REDACTED] to determine which seats he ([REDACTED]) would discard. Seats are considered train parts and are not recorded in the Amtrak etrax Inventory System. Therefore, there is no inventory concerning discarded seats. [REDACTED] may have disposed of the seats by having them placed in the scrap metal dumpsters owned by Waste Management (WM). Under WM's contract with Amtrak, Amtrak receives no income from the scrap metal. WM charges Amtrak a lower waste collection fee in order for WM to collect scrap metal.

[REDACTED] does not believe Amtrak lost \$60,000 in revenue because the seats were discarded. According to [REDACTED] more likely than not, the cost of repairing and storing the seats would have exceeded \$60,000. [REDACTED] does not know the cost of each seat, but has been told the cost of new seat tracks (the main seat part that needs to be replaced) costs approximately \$2000 a pair (one right side track and one left side track).

According to [REDACTED] there were seats all over the shop floor and on shelves awaiting new seat tracks. The seats, which were at least 30 years old and rusted out, created a safety hazard. Further, the seats took up floor space which was needed to start a low level emergency passenger marker project. In the past, [REDACTED] offered old seats to the Amtrak Beech Grove facility to rebuild. The Beech Grove facility did not want the seats because they install new seats on rehabbed train cars. During the rehab process, the Beech Grove facility takes out old seats and rebuilds the seats if practicable. The rebuilt seats are sent to the BPF. Thus, there were more than enough seats in [REDACTED] inventory to replace the discarded seats.

Immediately following the interview, [REDACTED] along with [REDACTED] ([REDACTED] was not present during [REDACTED] interview), escorted the RA and SA [REDACTED] to the shop floor where they observed several metal seat frames lined against the walls and shelves awaiting repair of seat tracks. Seat cushions had been removed for cleaning. Some of the seat frames were rusted out.

Interview of [REDACTED]

[REDACTED] was interviewed on October 22, 2013. [REDACTED] had no recollection concerning [REDACTED] telling him to dispose of good condition recliner seats awaiting new seat tracks. [REDACTED] recalled disposing of old black seats six or seven years ago, but does not recall under whose direction he disposed of the seats. According to [REDACTED] KS has been the sole provider of Amtrak train seats for several years. [REDACTED] stated new model KS seats still under warranty would not be thrown out; neither would good seats be thrown out. [REDACTED] stated Amtrak procurement officials have been in contact with KS concerning inferior seat tracks, and negotiated with KS to extend the

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warranty period for tracks purchases between 2008 – 2010, from three years to five years.

The RA informed [REDACTED] that [REDACTED] recalled telling him ([REDACTED]) to get rid of old recliner seats which needed new seat tracks and other repairs. [REDACTED] then said if [REDACTED] told him to clean up the shop floor, he ([REDACTED]) would have disposed of seats that were in bad condition and no longer within their warranty period. Before disposing of any seat, [REDACTED] would have used his computer to check the date the seat was installed, last major overhaul date, and the warranty expiration date. [REDACTED] did not recall disposing of any seats during the last holiday season, and added that he was not in the office from June 2012 through the end of the holiday season.

Findings

This investigation substantiated [REDACTED] allegation that [REDACTED] told [REDACTED] to dispose of recliner seats (seat frames). However, based on the interview results and the RA's observance of seat frames stacked against BPF shop walls, the investigation did not substantiate [REDACTED] allegation that disposal of seat frames caused a \$60,000 loss to Amtrak. Further, Amtrak officials are working with KS officials to remedy the matter concerning malfunctioning KS seat tracks sold to Amtrak.

No further investigation into this matter is required. This investigation is closed.

End of Report

Prepared by: Special Agent [REDACTED]
Amtrak Office of Inspector General
Office of Investigations
Chicago, Illinois

Distribution: CFO; HQ

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**Office of Inspector General
Office of Investigations****Case Number:** DC-13-0235

July 2, 2013

Subject: REDACTED
REDACTED
Washington, DC**Case Closing:**

On March 31, and April 6, 2013, respectively, the Office of Inspector General (OIG) Office of Investigations (OI) received anonymous hotline complaints involving REDACTED (REDACTED), Amtrak REDACTED. The former hotline submission, #REDACTED appended as Attachment 1, alleged that REDACTED accepted gifts to the 2013 Presidential Inauguration Balls; hired his personal friends as two of his direct reports; and encouraged his department to use operating expense funds to level shortfalls in capital projects in order to reserve his capital funds for contingencies. The latter hotline submission, #REDACTED appended as Attachment 2, alleged that REDACTED accepted President Obama Inaugural Ball tickets from Amtrak vendor AT&T valued at \$800 per ticket. OI Management made a determination to refer the allegation involving the use of operating vs. capital funds to Amtrak management for action deemed appropriate.

Interviews with REDACTED (REDACTED), AT&T REDACTED, and REDACTED revealed that on several occasions REDACTED had offered REDACTED AT&T promotional items, to include, an IPAD and various golf excursions. REDACTED stated that REDACTED either returned or declined REDACTED offers. When REDACTED received eight tickets to the general inauguration ball from an AT&T colleague, he offered REDACTED two tickets. REDACTED maintained that the tickets had no value because AT&T did not purchase the tickets as promotional items. REDACTED advised that a colleague had received the tickets gratis because of work she performed on behalf of either the Democratic National Convention or the Inauguration Committee.

REDACTED was interviewed and advised that tickets to the general inauguration ball held on January 21, 2013 were valued at \$60 during the brief period of time that tickets were available to the public. OI confirmed that the general inaugural ball tickets sold briefly through Ticketmaster were \$60.

During his April 11, 2013 OI interview, REDACTED advised that he had adhered to Amtrak's hiring policies when filling key positions within his department. REDACTED (REDACTED), REDACTED, was unanimously selected by an

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interview panel consisting of [REDACTED], Human Capital [REDACTED], [REDACTED], former [REDACTED] - Business Services [REDACTED], [REDACTED], [REDACTED], [REDACTED] and [REDACTED], [REDACTED]. At the time of hire, [REDACTED] was an Independent Contractor for IT. [REDACTED] was the only candidate selected for an interview for his position. Prior to his selection, [REDACTED] was interviewed by the following Executive Committee members: [REDACTED], former [REDACTED]; Barry Melnkovic, Chief Human Capital Officer; Matthew Hardison, Chief Marketing & Sales Officer; Joseph McHugh, VP - Government Affairs & Corporate Communications; [REDACTED], [REDACTED]; and [REDACTED], [REDACTED]. [REDACTED] was a direct report to [REDACTED] at their former employment, [REDACTED] located in [REDACTED] Georgia. [REDACTED] informed the Executive Committee that he knew [REDACTED] prior to [REDACTED] interviews. The Executive Committee selected [REDACTED].

[REDACTED] accepted Amtrak employment on March 13, 2013. [REDACTED] accepted Amtrak employment effective March 29, 2013.

A review of [REDACTED] and [REDACTED] personnel files maintained by Amtrak's Human Capital Management (HCM) revealed that [REDACTED] and [REDACTED] received a signing bonus upon hire. The guidelines for receipt of the bonus and stipulations governing repayment of the bonus were outlined in the Signing Bonus Agreement. [REDACTED] failed to sign his Signing Bonus Agreement. [REDACTED] was notified that [REDACTED] Signing Bonus Agreement had been placed in his personnel file unsigned. [REDACTED] advised that he would have [REDACTED] sign the Agreement and that a signed original would be placed in [REDACTED] Personnel file and a scanned copy would be forwarded to OI as confirmation. On June 26, 2013, [REDACTED] forwarded a signed copy of [REDACTED] Agreement, appended as Attachment 4.

The selection of [REDACTED] and [REDACTED] were fully vetted through an interview process and the Amtrak Executive Committee. [REDACTED] acceptance of the two general ball inauguration tickets, valued at \$60 per ticket, violates Amtrak's Ethical Conduct and Conflict of Interest Policy, P/I Number 1.3.4, Section 12 Special Procurement Guidelines. As Amtrak's CIO, [REDACTED] is held to the same standard under the policy as a member of the Procurement or Materials Management Departments.

This closing report was provided to Amtrak Legal Counsel, [REDACTED] for action deemed appropriate, through a transmittal memorandum dated July 3, 2013.

This investigation is closed.

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Attachments:

1. Hotline submission, # [REDACTED]
2. Hotline submission, # [REDACTED]
3. [REDACTED] Signing Bonus Agreement (not signed).
4. [REDACTED] Signing Bonus Agreement dated 062613.

Prepared By: Special Agent [REDACTED], [REDACTED]
Amtrak Office of Inspector General
Office of Investigations
10 G Street, NE, Ste. 3W-300
Washington, DC 20002

DISTR: File/[REDACTED], Amtrak [REDACTED] Counsel

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Major Misconduct and General Crimes**Case Number:** DC-13-0260-O

April 28, 2014

Subject: REDACTED
Washington DC REDACTED**Closing report:**

On April 18, 2013, Amtrak OIG received an allegation from REDACTED (REDACTED), Amtrak REDACTED, regarding Washington, DC Amtrak REDACTED REDACTED (REDACTED) was suspected of stealing fifteen (15) LSA remittance cash deposits that amounted to \$10,871.45.

REDACTED stated that from December 21, 2012 until February 15, 2013, 15 deposits were discovered missing through an internal accounting system that balances the Station accounting remittance with the Lead Service Attendant (LSA) remittance.

Utilizing the Amtrak Processing Center located in El Paso, TX, REDACTED located 15 missing (white) remit copies from station sales, dated from December 21, 2012 to February 15, 2013. She was able to locate all of the LSA pink remit copies that were turned in with the LSA's paperwork and processed in El Paso, TX. REDACTED reviewed the 15 LSA pink remit copies and determined that they appeared to have REDACTED signature as well as his assigned REDACTED stamp.

The first remittance theft occurred on December 21, 2012. A review of REDACTED personnel file and payroll records determined that REDACTED went on an unpaid sick leave/leave of absence from December 22, 2012 to January 27, 2013. When he returned to work at Amtrak, his attendance was sporadic and he continued to take leave without pay and was also marked with unexcused absences. The remaining fourteen (14) remittances thefts occurred on the days he was at work.

On February 21, 2013, REDACTED received notification from Amtrak Human Capital to take a drug test since he had been on a leave of absence over 30 days. He resigned from

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Amtrak the same day. He turned in his Amtrak ID, [REDACTED] stamp and keys to his first line [REDACTED].

On May 3, 2013, the reporting agent presented the [REDACTED] theft case for prosecution to AUSA [REDACTED] ([REDACTED] Public Corruption Squad, US Attorney's Office for the District of Columbia. AUSA [REDACTED] accepted the case and it was decided that the reporting agent should attempt to interview [REDACTED]

On May 6, 2013, the reporting agent met with [REDACTED] former supervisors, [REDACTED] ([REDACTED] (Washington DC) [REDACTED] ([REDACTED]) and [REDACTED] [REDACTED] ([REDACTED]). [REDACTED] explained that prior to his resignation with Amtrak, [REDACTED] indicated he wanted to relocate to New York City ([REDACTED]) where he had family.

On May 20, 2013, the reporting agent arrived at the last known addresses for [REDACTED] in [REDACTED] and [REDACTED]. [REDACTED] had "skipped out" on the rent for the [REDACTED] location in July 2012 owing \$3,640.02 in overdue rent. The [REDACTED] location was abandoned and the neighbors had no forwarding address.

On July 2, 2013, the reporting agent obtained an arrest warrant for First Degree Theft from DC Superior Court. The reporting agent worked with the NYPD Fugitive Task Force in order to locate [REDACTED] in [REDACTED], NY.

On August 15, 2013, [REDACTED] self-surrendered to the U.S. Marshals Service in the Eastern District of New York ([REDACTED]) and made arrangements for self-surrender to the U.S. Marshals Service, District of Columbia. On August 20, 2013, the reporting agent papered the case in Washington DC and [REDACTED] was arraigned in DC Superior Court.

On September 27, 2013, [REDACTED] pled guilty to one count of First Degree Misdemeanor Fraud, in violation of 22 D.C. Code Section 3221 (a), 3222(a) (2). [REDACTED] was sentenced to 3 years of unsupervised probation and ordered to pay Amtrak restitution in the amount of \$10,871.75. The court ordered restitution to be paid in the amount of \$300 a month and forwarded to Amtrak (PHL) on the last Friday of every month.

On February 25, 2014, the reporting agent learned that [REDACTED] never made restitution to Amtrak. The reporting agent contacted [REDACTED] ([REDACTED] Offender Supervision Officer (CSOSA) Community Supervision Officer (CSO), DC Court Services. [REDACTED] checked with the court clerk and determined that [REDACTED] had failed to make any payments to the court. As a result of [REDACTED] non-payment, [REDACTED] filed a Violation Report to the court and requested a Show Cause Hearing.

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On April 23, 2014, [REDACTED] advised the reporting agent that the court has not provided a court date for [REDACTED] on the restitution matter. [REDACTED] said that because [REDACTED] was on unsupervised probation, the court may send the unpaid restitution matter to a collection agency.

This investigation is closed.

Prepared by S/A [REDACTED], [REDACTED]
Amtrak Office of Inspector General
Office of Investigations
Washington, DC

DISTR:File

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Major Misconduct and General Crimes**Case Number:** DC-13-0402

October 1, 2014

Subject: REDACTED
REDACTED
Washington, DC**Case Closing Report:**

On August 16, 2013, a Health Services representative reported that REDACTED (REDACTED) allegedly submitted fraudulent medical documentation in the form of a NRPC 2717 Treating Physician Medical Status Report, Statement of Disability (NRPC 2717) to extend her Medical Leave of Absence (MLOA). The initial NRPC 2717 REDACTED submitted indicated that REDACTED MLOA was from July 19, 2013–July 30, 2013, with an anticipated return to work on July 29, 2013. The form was signed by Dr. REDACTED (REDACTED), John Hopkins Medical Center (JHMC), 600 N. Wolfe Street, 3rd floor, Baltimore, Maryland.

The altered NRPC 2717 showed that REDACTED MLOA was from July 19, 2013–August 9, 2013, with an anticipated return to work on August 12, 2013. The form was signed by Dr. REDACTED and dated August 9, 2013.

Upon receipt of REDACTED second NRPC 2717, Health Services telephoned Dr. REDACTED who confirmed that he did not alter or change REDACTED NRPC 2717 and did not authorize the extension. On August 16, 2013, Dr. REDACTED gave Health Services a brief written statement regarding the authenticity of the August 9, 2013 NRPC 2717.

On October 23, 2013, reporting agent interview Dr. REDACTED. He was shown REDACTED initial two-page NRPC 2717 dated July 25, 2013 and the altered one dated August 9, 2013. Dr. REDACTED confirmed that he did not alter the dates on REDACTED NRPC 2717 and did not authorize the extension.

On October 31, 2013, the matter was referred to AUSA REDACTED at the United States Attorney's Office District of Columbia. AUSA REDACTED declined to prosecute based on the low dollar payment amount (less than \$1,000) REDACTED received for the additional week extension.

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On December 12, 2013, [REDACTED] was interviewed. She admitted that she had whited out the dates on the NRPC 2717 that was submitted to Health Services. She maintained that she changed the date on the document after discussion with her assigned JHMC case manager and her personal physician. [REDACTED] stated that she was still sick and was unable to return to work on the specified date.

In a subsequent interview with OIG agents on February 27, 2014, [REDACTED] stated that her friend, [REDACTED] ([REDACTED]) had whited out the document because she was too sick to return to work on the specified date. [REDACTED] accepted responsibility for the altered NRPC 2717 that [REDACTED] submitted on her behalf. [REDACTED] stated that she never spoke to Dr. [REDACTED] about her MLOA extension. She maintained that the decision to extend her medical leave was made as a result of discussions between herself, her JHMC case manager, and her personal physician.

On March 20, 2014, OIG agents interviewed [REDACTED] [REDACTED] was shown [REDACTED] NRPC 2717 dated July 25, 2013 and the altered NRPC 2717 dated August 9, 2014. [REDACTED] stated that she filled in [REDACTED] personal identifying information and obtained [REDACTED] permission to sign her name. When she completed filling out the information, [REDACTED] faxed the form to the number [REDACTED] provided and mailed a hard copy to the address on the form.

[REDACTED] stated that shortly after she had faxed the initial form, [REDACTED] called her back. [REDACTED] told [REDACTED] that her ([REDACTED]) doctor had said she could stay out an additional week. [REDACTED] told [REDACTED] to change the date on the form. [REDACTED] stated that she whited out the date on page 1 and changed it to August 9, 2013. When asked whether [REDACTED] gave her the August 9, 2013 date, [REDACTED] stated that she did not believe so. [REDACTED] thought she just checked the calendar and gave [REDACTED] a date that was one week out. [REDACTED] then refaxed the whited-out form to the same company number. [REDACTED] advised that she did not white out the date on page 2.

On September 9, 2014, the OIG forwarded a Report of Investigation detailing its observations regarding [REDACTED] to [REDACTED], [REDACTED] – Operations.

On September 15, 2014, [REDACTED] was scheduled to appear for a formal investigation. At her union representative's request, [REDACTED] administrative hearing was postponed and rescheduled for October 1, 2014.

On September 30, 2014, [REDACTED] tendered a letter of resignation.

Attachments:

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Prepared By: Special Agent **REDACTED** **REDACTED**
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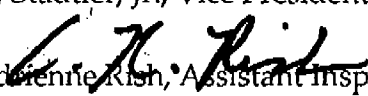
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VIA ELECTRONIC MAIL

Memorandum

To: DJ Stadler, Jr., Vice President, Operations

From:  Adrienne Kish, Assistant Inspector General-Investigations

Date: September 9, 2014

Subject: Investigative Report: *Violation of Amtrak Standards of Excellence (Trust & Integrity), Altered Medical Documentation by Amtrak* [REDACTED]
[REDACTED] (OIG-I-2014-520)

This is a report of our investigation of [REDACTED] an [REDACTED]
[REDACTED] assigned to the Zone 2 extraboard in Washington, D.C., for consideration of appropriate administrative action.

Why We Conducted the Investigation

In August 2013, we received an allegation that [REDACTED] allegedly submitted fraudulent medical documentation—an NRPC 2717 Treating Physician Medical Status Report, Statement of Disability (NRPC 2717) form—to extend her Medical Leave of Absence (MLOA). This conduct would be a violation of Amtrak Standards of Excellence on Trust & Honesty. Our investigation confirmed the allegation.

The Activities We Conducted

To conduct the investigation, we took the following actions:

- reviewed Amtrak's (the company) Standards of Excellence
- reviewed [REDACTED] personnel file
- conducted interviews with Health Services, Dr. [REDACTED] and [REDACTED]

This report contains sensitive data. It may not be released to any person or organization outside Amtrak without the expressed written consent of the Office of Inspector General.

The Results of the Investigation

Our investigation confirmed that [REDACTED] falsified or directed her friend to falsify medical documentation—an NRPC 2717 form—to extend her MLOA. [REDACTED] [REDACTED] friend, confirmed that she falsified the form at [REDACTED] direction. During both of her interviews with Office of Inspector General (OIG), [REDACTED] admitted that she falsified or directed her friend to falsify her NRPC 2717. Dr. [REDACTED] [REDACTED] John Hopkins Medical Center (JHMC) physician, confirmed that he did not alter the dates on [REDACTED] NRPC 2717 and did not authorize the extension.

On December 12, 2013, at her first interview, OIG agents gave [REDACTED] the appropriate administrative warnings, and she consented to be interviewed regarding the matter. She stated that she whited out and changed the dates of the NRPC 2717—with the knowledge of her JHMC case manager and her private (non-JHMC) physician—because she was sick and unable to return to work on the initial return-to-work date.

On February 27, 2014, at her second interview, OIG agents gave her the appropriate administrative warnings. Accompanied by her union representative, she consented to be interviewed regarding the matter. At this interview, [REDACTED] stated that [REDACTED] altered the date on page 1 of the NRPC 2717 after [REDACTED] consulted with her assigned JHMC case manager and personal physician. [REDACTED] stated that she was still responsible for the submission of the altered NRPC 2717 even though [REDACTED] whited out the form and changed the date on her behalf.

OIG's attempt to contact [REDACTED] JHMC case manager was unsuccessful.

The Apparent Violations

On May 1, 2012, the NRPC 2717 form was revised to reflect a false certification warning for employees and treating physicians. [REDACTED] does not appear to have used the revised form that reflects the false certification warning. [REDACTED] admitted that she directed her friend to falsify her NRPC 2717. Her actions appear to violate the company's Standards of Excellence policy regarding Trust and Honesty.

For Your Information

For background information on the allegation, see Appendix A. For details of the investigation, see Appendix B. For abbreviations and acronyms, see Appendix C.

We will provide documents referenced in this report at the request of appropriate officials.

Please advise us within 45 days of the date of this report of any proposed or final action taken on this matter. If you have any questions about this investigative report, please contact me at [REDACTED], or LaVan Griffith, Deputy Assistant Inspector General for Investigations, at [REDACTED] [REDACTED].

Cc: [REDACTED]

APPENDIX A

BACKGROUND

On August 16, 2013, a Health Services representative reported that the company had received an altered NRPC 2717, dated August 9, 2013, on [REDACTED] behalf.

This NRPC 2717 indicated that [REDACTED] MLOA was from July 19, 2013–July 30, 2013, with an anticipated return to work on July 29, 2013. The form was signed by Dr.

[REDACTED] JHMC, [REDACTED].

The altered NRPC 2717 showed that [REDACTED] MLOA was from July 19, 2013–August 9, 2013, with an anticipated return to work on August 12, 2013. Dated August 9, 2013, the form was signed by Dr. [REDACTED] this was an extension of the MLOA he had authorized. On receipt of [REDACTED] second NRPC 2717, Health Services telephoned Dr. [REDACTED] who confirmed that he did not alter or change [REDACTED] NRPC 2717 and did not authorize the extension. On August 16, 2013, Dr. [REDACTED] gave Health Services a brief written statement regarding the authenticity of the August 9, 2013 NRPC 2717.

APPENDIX B

INVESTIGATIVE RESULTS

Through interviews with [REDACTED] [REDACTED] and Dr. [REDACTED] [REDACTED] confirmed that [REDACTED] NRPC 2717 dated August 9, 2013, was altered. In an October 23, 2013 interview with [REDACTED] [REDACTED] agents, Dr. [REDACTED] [REDACTED] stated that he did not change the dates on [REDACTED] NRPC 2717, did not use white out to alter the dates, and did not approve the extension date. He noted changes to the dates on the form that were not in his handwriting. In [REDACTED] [REDACTED] initial interview with [REDACTED] [REDACTED] agents on December 12, 2013, she admitted that she had whited out the dates on the NRPC 2717 that was submitted to Health Services. She maintained that she changed the date on the document after discussion with her assigned JHMC case manager and her personal physician. [REDACTED] [REDACTED] advised [REDACTED] [REDACTED] agents that she was still sick and was unable to return to work on the specified date.

In a subsequent interview with [REDACTED] [REDACTED] agents on February 27, 2014, [REDACTED] [REDACTED] stated that [REDACTED] [REDACTED] whited out the document because she was too sick to return to work on the specified date. [REDACTED] [REDACTED] accepted responsibility for the altered NRPC 2717 that [REDACTED] [REDACTED] submitted on her behalf. [REDACTED] [REDACTED] stated that she never spoke to Dr. [REDACTED] [REDACTED] about her MLOA extension. She maintained that the decision to extend her medical leave was made as a result of discussions between herself, her JHMC case manager, and her personal physician.

In both interviews with [REDACTED] [REDACTED] agents, [REDACTED] [REDACTED] stated that [REDACTED] [REDACTED] faxed her medical documentation to and received her medical documentation from [REDACTED] [REDACTED] JHMC case manager.

In an interview with [REDACTED] [REDACTED] agents on March 20, 2014, [REDACTED] [REDACTED] admitted that she altered [REDACTED] [REDACTED] NRPC 2717 at [REDACTED] [REDACTED] direction. Contrary to information [REDACTED] [REDACTED] provided, [REDACTED] [REDACTED] stated that she did not fax [REDACTED] [REDACTED] NRPC 2717 to her ([REDACTED] [REDACTED] JHMC case manager, and [REDACTED] [REDACTED] JHMC case manager did not fax [REDACTED] [REDACTED] medical NRPC 2717 to [REDACTED] [REDACTED]

REVIEW OF [REDACTED] PERSONNEL FILE

OIG agents identified and reviewed the Acknowledgement of Receipt of Amtrak Standards of Excellence form, which [REDACTED] signed on September 13, 2007.

INTERVIEW OF DR. [REDACTED]

On October 23, 2013, an OIG agent interviewed Dr. [REDACTED]. The agent showed him [REDACTED] initial two-page NRPC 2717 dated July 25, 2013. Dr. [REDACTED] stated that on page 1 he wrote in the dates and description of hospitalization. He also stated that on page 2 he prepared the entire document with the exception of the sections entitled "employee last name, first name, middle initial, and personnel number." Dr. [REDACTED] confirmed that he signed and dated the form.

Dr. [REDACTED] was shown [REDACTED] two-page NRPC 2717 dated August 9, 2013. On page 1, Dr. [REDACTED] stated that he wrote the dates and description of hospitalization. On page 2, he stated that he prepared the entire document with the exception of the sections entitled "employee last name, first name, middle initial, and personnel number." Dr. [REDACTED] confirmed that he signed the form, but stated that the date "August 9, 2013" was altered. Dr. [REDACTED] advised that the 8 and 9 were not in his handwriting, but a portion of the 2013 possibly was in his handwriting.

Dr. [REDACTED] advised that on August 9, 2013, [REDACTED] was not in the hospital or under his care. By August 9, 2013, Dr. [REDACTED] had switched rotations and was working in the intensive treatment unit. Additional attempts to contact Dr. [REDACTED] were unsuccessful.

FIRST INTERVIEW OF [REDACTED]

OIG agents initially interviewed [REDACTED] on December 12, 2013. Agents gave [REDACTED] the appropriate administrative warnings, and she agreed to be interviewed regarding this matter. She was shown the NRPC 2717 dated July 25, 2013. [REDACTED] reviewed page 1 and stated that she filled out the top portion of the form, entered the dates July 19, 2013–July 30, 2013, and signed and dated the form on July 25, 2013. On page two,

REDACTED stated that she assumed Dr. REDACTED filled out his portion of the form and signed and dated the form.

REDACTED explained that REDACTED informed Health Services that REDACTED was out on MLOA. In turn, Health Services mailed the NRPC 2717 to REDACTED residence. Typically, REDACTED would have personally given the forms to the treating physician to fill out, but because of her condition, she was unable to do so. REDACTED gave the form to her assigned JHMC case manager; REDACTED could not recall the case manager's name. The case manager had the forms filled out - REDACTED assumed by Dr. REDACTED - and faxed them to REDACTED work place. When REDACTED arrived home from the hospital on July 25, 2013, she filled out her portion of the form and gave them to REDACTED to return to Health Services. REDACTED could not recall whether REDACTED mailed or faxed the medical forms back to Health Services on her behalf. REDACTED stated that she was too sick at the time to handle that task.

OIG agents showed REDACTED the NRPC 2717 dated August 9, 2013. She acknowledged that this was the same document she had previously reviewed, with the exception of the dates. When questioned about the whited-out dates on this NRPC 2717, REDACTED initially stated that she filled out her portion of the form and sent it to her JHMC case manager. She did not recall whiting out the document.

REDACTED then informed OIG agents that she was still sick when she was released from the hospital and was unable to return to work. She telephoned her personal physician and informed him that she was too sick to return to work. REDACTED admitted that she never spoke to Dr. REDACTED regarding the medical extension, but did speak to her JHMC case manager. REDACTED stated that her personal doctor and the JHMC case manager agreed that she would be able to return to work on August 9, 2013.

REDACTED stated that because her diagnosis had not changed and she did not want to wait for Health Services to send her a new form, REDACTED made a copy of the initial NRPC 2717 for her and REDACTED whited out the dates on page 1. REDACTED thought it was all right to change the dates on page 1 of the form with the knowledge of her doctor and the JHMC case manager. REDACTED said that REDACTED then faxed the form to REDACTED JHMC case manager. REDACTED stated that she did not white out the date of Dr. REDACTED signature to

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reflect August 9, 2013, on page 2, and she does not believe that [REDACTED] would have altered the date on her behalf, although she was not sure.

SECOND INTERVIEW OF [REDACTED]

OIG agents conducted a follow-up interview with [REDACTED] on February 27, 2014. They gave her the appropriate administrative warnings, and she agreed to be interviewed regarding this matter. Her union representative was present. She was shown the initial NRPC 2717 dated July 25, 2013. [REDACTED] stated that after her December 12, 2013 interview with OIG agents, she found out from [REDACTED] that she did not fill out the form because she was too sick to do so. [REDACTED] stated that [REDACTED] completed the top portion of page 1 and the top line of page 2 on [REDACTED] behalf. [REDACTED] stated that [REDACTED] faxed the incomplete form to [REDACTED] JHMC case manager, and the case manager faxed back a signed completed form to [REDACTED] [REDACTED] then faxed the form to Human Services.

Agents showed [REDACTED] the altered NRPC 2717 dated August 9, 2013. [REDACTED] again acknowledged that this was the same document she had previously reviewed. [REDACTED] admitted that she never saw Dr. [REDACTED] after she left the hospital. [REDACTED] stated that [REDACTED] made a copy of the NRPC 2717 dated July 25, 2013, and whited out the dates on page 1 to reflect a return to work date of August 9, 2013. [REDACTED] said that [REDACTED] changed the date after [REDACTED] had conversations with her regular doctor and her JHMC case manager, who agreed that [REDACTED] was still too sick to return to work. After whiting out the dates, [REDACTED] refaxed the form to Human Services.

[REDACTED] stated that she spoke to [REDACTED] after her initial OIG interview. [REDACTED] advised [REDACTED] that she had not whited out the form because [REDACTED] was too sick. [REDACTED] told [REDACTED] that she whited out the date on page 1 of the form, but did not recall whiting out the date on page 2 next to Dr. [REDACTED] signature. [REDACTED] stated that [REDACTED] is organized and usually retains copies of everything, but because it happened so long ago, [REDACTED] was unable to locate copies of the faxed documents. With regard to her December 12, 2013 interview, [REDACTED] told OIG agents that she accepted responsibility for the whiting out of the form because she did not remember what happened and was caught off guard. [REDACTED] stated that it looked like her handwriting so she thought she

had filled out the form. [REDACTED] admitted that it was still her responsibility because [REDACTED] whitened out the form on her behalf.

INTERVIEW OF [REDACTED]

On March 20, 2014, OIG agents interviewed [REDACTED] regarding her role in altering medical documentation submitted by or on behalf of [REDACTED]. [REDACTED] was shown [REDACTED] NRPC 2717 dated July 25, 2013. On her initial review of page 1, [REDACTED] admitted that it was her handwriting. She was unsure how she obtained this particular document, but surmised that she either picked it up from [REDACTED] house on her way to work in the morning or downloaded it from a website once she arrived at work. According to [REDACTED] [REDACTED] usually filled out the form. If [REDACTED] did not fill out the form, [REDACTED] would fill it out with information obtained from [REDACTED] and obtain [REDACTED] permission to sign her name.

[REDACTED] stated she filled out the top portion of page 1 of the NRPC 2717, filled in the July 19, 2013–July 30, 2013 dates that [REDACTED] gave her, and signed [REDACTED] name with her permission. [REDACTED] could not recall whether the bottom portion of the form was filled out. [REDACTED] stated that she filled out the top line only on page 2 and that she did not fill out anything else on page 2. [REDACTED] thought she had seen page 2 before, but after it was filled out. She recalled that it had some writing on it when she saw it.

When she completed filling out the information, [REDACTED] faxed the form to the number [REDACTED] provided and mailed a hard copy to the address on the form. [REDACTED] had asked [REDACTED] to fax and mail the document. [REDACTED] stated that she faxed the form only to one number. She did not recall the number or the name of the contact, but she e-faxed it from her computer [fax # [REDACTED]] with a cover sheet that she prepared. [REDACTED] printer/scanner on her computer can scan a document into her email and send it to a program that attaches a phone number and sends it like a fax. The documents in her system are purged after 180 days. [REDACTED] stated that she faxed the form only to one location, that she did not fax it to [REDACTED] JHMC case manager, and that she never received a fax from [REDACTED] JHMC case manager or anyone else at JHMC.

OIG agents showed [REDACTED] [REDACTED] NRPC 2717 dated August 9, 2013. She acknowledged that the form was in her handwriting. She recalled that shortly after she had faxed the form, [REDACTED] called her back. [REDACTED] told [REDACTED] that her [REDACTED] doctor had said she could stay out an additional week. [REDACTED] told [REDACTED] to change the date on the form. [REDACTED] whited out the date on page 1 and changed it to August 9, 2013. When asked whether [REDACTED] gave her the August 9, 2013 date, [REDACTED] stated that she did not believe so. [REDACTED] thought she just checked the calendar and gave [REDACTED] a date that was one week out. [REDACTED] then refaxed the whited-out form to the same company number. She noted that the NRPC 2717 dated July 25, 2013, did not have her fax information on the top of it. She believed that this document must have been the one she mailed.

[REDACTED] advised that she did not white out the date on page 2, and it is not her handwriting. According to [REDACTED] there was no white out on page 2 when she faxed it to the company. [REDACTED] stated that [REDACTED] never handled this form.

[REDACTED] stated that when [REDACTED] first told [REDACTED] that she had been interviewed by OIG agents regarding the whited-out form, [REDACTED] told her that she must have altered the form. [REDACTED] did not recall that [REDACTED] had altered the form. [REDACTED] reminded [REDACTED] that she had filled out the form and already faxed it when [REDACTED] called and asked [REDACTED] to change the date on the form because her doctor had given her another week. [REDACTED] informed [REDACTED] that she [REDACTED] whited out the form, refaxed it to the company, and mailed the whited-out form to the address provided on the form.

[REDACTED] admitted that she altered the form and stated that she was unaware that it was a federal violation. She assumed that it was okay because she wrote the information on the form in the first place and was just changing the information that she had initially provided by updating it with the new information provided by [REDACTED] regarding her doctor approving an additional week out of work. She maintained that she did not white out the date by Dr. [REDACTED] signature.

[REDACTED] was shown a cover fax sheet dated July 29, 2013, from [REDACTED] to Health Services. [REDACTED] confirmed that it was the cover page she sent with [REDACTED] altered NRPC 2717.

APPENDIX C

ABBREVIATIONS AND ACRONYMS

Amtrak	the company
JHMC	John Hopkins Medical Center
MLOA	medical leave of absence
NRPC 2717	Treating Physician Medical Status Report, Statement of Disability
OI	Office of Investigations
OIG	Office of Inspector General



Major Misconduct and General Crimes

Case Number: DC-14-0059-HL

September 24, 2014

Subject: REDACTED
REDACTED
Washington, DC

REDACTED
REDACTED
New York, NY

Case Closing Report

On November 21, 2013, Amtrak Office of Inspector General (OIG) Office of Investigations (OI) received an allegation involving REDACTED (REDACTED) REDACTED assigned to Amtrak's Operations Department. It was alleged that REDACTED utilized meal checks given to him by Amtrak REDACTED REDACTED (REDACTED) to falsify his expense reports. REDACTED expense report submissions from May 2011 – May 2014 were reviewed. It was determined that of the 307 meal checks REDACTED submitted with his expense reports during that time period, 211 of those were fraudulent for a loss of \$3,316.02.

On April 23, 2014, the matter was referred to AUSA REDACTED at the United States Attorney's Office District of Columbia. AUSA REDACTED accepted the case for prosecution.

On June 17, 2014, REDACTED was interviewed by OIG agents and confessed to using fraudulent meal checks and receipts to increase his expense reports reimbursement. He stated that REDACTED was not involved in his fraud. Upon Amtrak management notification, REDACTED was terminated from his position effective June 23, 2014.

On July 1, 2014, reporting agent swore out a warrant in Superior Court of the District of Columbia, Criminal Division, for REDACTED arrest.

On July 2, 2014, REDACTED self-surrendered to agents at the Department of Justice (DOJ) United States Attorney's Office District of Columbia. He was processed, assigned a public defender and release on his own recognizance.

On July 22, 2014, REDACTED entered into a pre-indictment plea agreement signed and dated by REDACTED and his counsel. AUSA REDACTED filed an Information in this matter.

On September 15, 2014, [REDACTED] pled guilty to 1 count of 1st degree Misdemeanor Fraud. He was sentenced to 3 years unsupervised probation and ordered to pay Amtrak restitution in the amount of \$3,316.02.

Attachments:

Prepared By: Special Agent [REDACTED] [REDACTED]
Amtrak Office of Inspector General
Office of Investigations
10 G Street, NW, Ste. 3W-300
Washington, DC 20002

DISTR: File



Office of Inspector General
Office of Investigations

Major Misconduct and General Crimes

October 7, 2014

Case Number: DC-14-0129-HL**Subject:** REDACTED
REDACTED
Washington, DC**Case Closing:**

On January 7, 2014, Amtrak Office of Inspector General (OIG) Office of Investigations (OI) received an allegation that REDACTED (REDACTED), Amtrak REDACTED – REDACTED, Northeast Corridor Infrastructure & Investment Development (NEC IID), was submitting expense reports for meals and meal hosting expenditures without justification. It was also alleged that REDACTED was submitting parking and mileage expenditures incurred for using his personally owned vehicle (POV) to commute to his daily work location, in violation of Amtrak's Travel Policy and Reimbursable Business Travel Expenses, P/I Number 8.35.1. The OIG's investigation confirmed the allegations.

A review of REDACTED expense reports revealed that from August 2012–May 2014 he submitted questionable parking (\$788) and mileage (\$939.11) expenses, a total of \$1,727.11 on expense reports submitted from August 16, 2012–December 31, 2013.

On July 22, 2014, REDACTED was interviewed regarding the allegations. He stated that his supervisor, REDACTED (REDACTED), REDACTED, NEC IID, did not provide prior approval for several meal hosting events. With regard to the reimbursement for WUS parking and mileage, REDACTED stated that he sought policy interpretation from REDACTED (REDACTED), REDACTED, REDACTED, NEC IID, to determine whether he could submit for parking and mileage expenditures incurred as a result of conducting company business. The company business involved him attending one-day meetings in the New York area and then returning to WUS. REDACTED stated that he had to drive his POV from his Virginia residence and park at WUS because the scheduled meetings extended beyond the last Virginia Railway Express (VRE) Manassas Line train, which is his normal commuting mode.

On July 24, 2014, REDACTED was interviewed regarding the allegations. She confirmed that REDACTED consulted with her regarding his parking and mileage expenditures. REDACTED stated that after REDACTED submitted his parking and mileage expense reports, she sought input from REDACTED, REDACTED–Finance, and REDACTED, REDACTED–Finance, in order to obtain their interpretations of Amtrak's Travel Policy and Reimbursable Business Travel Expenses, P/I Number 8.35.1. Based on the information REDACTED provided REDACTED about REDACTED parking and mileage expenses,

REDACTED felt that REDACTED expenses appeared to be permissible. However, when REDACTED consulted REDACTED about REDACTED parking and mileage expenses, REDACTED stated that REDACTED could not submit for the parking and mileage expenditures he incurred using his POV to commute to his daily work location at WUS. REDACTED acknowledged that she relied on REDACTED policy interpretation because REDACTED position as REDACTED was responsible for Accounts Payable. REDACTED stated that if Accounts Payable was willing to pay REDACTED expenses, she assumed they must be permissible.

On August 18, 2014, a Report of Investigation detailing the OIG's observation was forwarded to REDACTED for his appropriate handling.

On October 1, 2014, REDACTED responded to the OIG's observations. REDACTED stated that he provided appropriate counseling to REDACTED and sought clarification and improvement to Amtrak's existing policies from Amtrak's Procurement and Finance Departments.

Attachments:

Prepared By: Special Agent REDACTED REDACTED
Amtrak Office of Inspector General
Office of Investigations
10 G Street, NW, Ste. 3W-300
Washington, DC 20002

DISTR: File



Amtrak Case Number NY-10-0222

February 24, 2014

Subject: Cianbro/Middlesex Joint Venture
358 Rope Ferry Road
Waterford, CT

Case Closing Report

This investigation was initiated on September 9, 2010 as part of a proactive effort to review American Recovery and Reinvestment Act (ARRA) contracts that had risk factors that may be conducive to fraudulent activity; such as large dollar contract modifications and change orders. Additionally, OIG Audit Report No. 912-2010, Assessment of Project Risks Associated with Key Engineering Projects, dated May 14, 2010, identified 3 Amtrak projects with "10 watch list items" that were determined to have significant risk elements. The Niantic River Bridge Replacement Project was identified as one of the three projects with significant risk elements associated with areas such as project finances, acquisition of materials and equipment, the project environment and schedule constraints. Coordination with the Department of Transportation Office of Inspector General (DOT-IG) determined that DOT-IG had also undertaken a proactive effort to review ARRA contracts with risk factors involving large dollar change orders. A joint investigation of the Niantic River Bridge Replacement Project was conducted with DOT-IG; specifically, three large dollar change orders submitted under the contract by the Cianbro/Middlesex Joint Venture.

The Amtrak Procurement Department competitively awarded Contract **REDACTED** for the Niantic River Bridge Replacement to the Cianbro/Middlesex Joint Venture at a price of \$104.7 million, to be funded by Amtrak and the ARRA. As a result of the special measures to ensure that projects funded by ARRA would be completed within 2 years of enactment, the contract was bifurcated into Work Phases I and II. Work Phase I was funded with ARRA funds **REDACTED** and scheduled for completion on or before February 17, 2011, while Work Phase II was funded with Amtrak capital funds **REDACTED**, with a scheduled completion date on or before May 31, 2013.

The Niantic River Bridge Replacement project involved the construction of a new two-track bridge approximately 58 feet south of the existing bridge. The project included the

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following additional work: expanding the navigation channel beneath the bridge; realigning the east and west track approaches to the bridge; installing a retaining wall along the east and west approaches; and relocating the Niantic Bay Overlook.

The investigation focused on four of the first 11 change orders submitted by the Joint Venture for the Niantic River Bridge Replacement project based on the dollar amounts of the change orders and work involved. The Niantic River Bridge Replacement project included contract specifications for the installation of precast concrete sheet piles along the east and west approach retaining walls. This work included furnishing all labor, performing all operations, and supplying equipment and materials. The precast concrete sheet piles would be installed by water jetting or by a combination of water jetting and impact hammering to pile elevations. If rock or strong materials were encountered during installation, the obstructions could be removed by external jetting, excavation, or pre-drilling.

Contract specifications covered the removal of obstructions within 10 feet of the ground surface and also covered drilling through obstructions within 15 feet of the ground surface; however, any obstructions encountered at a depth greater than 15 feet below the ground surface were not covered under the contract. During installation of the precast concrete sheet piles for the retaining wall, the contractor encountered rock obstructions on the east and west end approaches at a depth greater than 15 feet below the ground surface. This resulted in the Joint Venture contracting with the Hub Foundation Company, Inc., and submitting change orders to Amtrak for the removal of rock obstructions. Table 1 summarizes the change order and dates of work performed by Hub for the removal of rock obstructions.

Table 1.
Niantic River Bridge Project

Change Order	Date Work Performed	Actual Value
3	9/30–10/15, 2010	\$ REDACTED
6	10/16–12/15, 2010	REDACTED
8	1/03–7/12, 2011	REDACTED
Total		\$ REDACTED

Source: Middlesex/Cianbro Joint Venture

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The investigation determined that there were discrepancies for change orders 3, 6 and 8 for the removal of rock obstructions. The final investigative analysis determined that the discrepancies were not recoverable based on contractual language or were inconsequential and not worth additional investigation and reopening the contract based on the low dollar amounts. No discrepancies were found for change order 4, for transporting and off-loading of raw materials. The discrepancies were as follows:

- Overstated labor costs and work hours. Initially estimated to be approximately \$[REDACTED] in questionable labor costs; further investigation determined that the discrepancy was approximately \$[REDACTED], which was relatively minor considering the overall cost of the change orders and the "lump sum" billing structure of the contract negates the ability to recover the money based on Amtrak Legal Counsel reading of the contract;
- \$[REDACTED] in mobilization and demobilization costs was billed in the hourly billing rate and was also billed as a separate cost item. Investigation determined that the hourly equipment rate formula included costs for moving equipment and plant on and off the work site. However, Amtrak representatives knowingly approved the separate mobilization and demobilization costs. A Hub Foundation representative also took the position that this was standard practice in the construction industry and that the contract clause was open to interpretation;
- \$[REDACTED] in drilling shift costs was identified for periods when records indicated that no work was performed by the subcontractor.
- \$[REDACTED] in overbilled/stated fringe benefit rates for drill rig operators based on the miscalculation of hourly shift rates by the subcontractor;
- [REDACTED] in an overpayment for billing a Middlesex/Cianbro employee as a laborer (higher rate) instead of a document control specialist (lower rate); and
- \$[REDACTED] overtime pay costs for Middlesex/Cianbro employees, even though the employees were not paid at the overtime rate.

The total amount of unresolved discrepancies was [REDACTED]. The bridge construction has been completed and the contract closed out. The relatively insignificant dollar value of the discrepancies, the investigative effort that would be necessary to fully support the discrepant costs and the cost of reopening the contract in an attempt to recover the costs, does not warrant the time investment and effort required to seek a

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possible resolution of the charges. The DOT-IG case agent was a contract employee whose contract has concluded and the Amtrak OIG case agent has retired, so there would be the additional cost of having them review the extensive documentation and work papers generated during the investigation in order to support an administrative action.

AUSA [REDACTED] and [REDACTED], US Attorney's Office for the District of Connecticut, declined this matter for civil litigation on April 2, 2013.

DOT-IG Special Agent in Charge, [REDACTED], advised that the DOT-IG has closed their investigation with no further action recommended based on the reasons referenced above.

This investigation is closed.

Prepared by: Special Agent [REDACTED] [REDACTED]
Office of Inspector General
Office of Investigations
Philadelphia, PA

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Health Care Fraud**Case Number: PA-12-0390-O****Date: July 7, 2014****Subject: Disability Fraud Project****Case Closing:**

The Office of Inspector General (OIG) Office of Investigations opened a joint investigation with Railroad Retirement Board (RRB) OIG regarding potential disability fraud schemes by Amtrak employees near retirement age. The RRB OIG recently conducted an investigation of fraud involving millions of dollars of fraudulent disability claims for employees of the Long Island Railroad (LIRR). The investigation resulted in thirty-two arrests for disability claimant fraud and is ongoing. The investigation found that the fraud scheme involved two doctors; an RRB disability claims representative, "facilitators" who previously had defrauded the system and the LIRR employees filing the fraudulent claims. The subject employees waited until they were retirement eligible (50 years old) or older and then filed fictitious disability claims through the two cooperating doctors in order to receive a disability pension in addition to their regular pension. This project attempted to focus on patterns of suspicious disability claims that involved repetitive approving doctor, similar reported injury claims and cases where Amtrak has surveillance footage for RRB claimants.

The initial focus of the investigation was narrowed to Amtrak applicants for disability claims that were in the youngest retirement age bracket and claims filed based on injuries sustained in the State of Delaware. RRB OIG provided information on 20 Amtrak employees that were receiving RRB disability annuities and resided in Delaware. The reporting agent forwarded the information to Agent [REDACTED] for analysis. Agent [REDACTED] located claims data for 14 out of the 20 employees. The claims data provided information on how the employee was injured on the job but did not provide physician information. Agents were unable to develop a fraud scheme without being able to link the doctors to the employees. Also, the reported injuries by the employees were different and there was no pattern of fraudulent injuries that was found in the LIRR case.

In February 2013, RRB OIG provided a list of over 4,000 former Amtrak employees currently receiving RRB permanent disability annuities nationwide. The list was provided to Agent [REDACTED] for analysis along with Amtrak [REDACTED] contractor [REDACTED]. The list dated back to 1977 for injuries sustained on the job that led to permanent disability

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status. However, the list did not contain detailed information on how the injury was sustained or attending doctors. Therefore, agents were unable to develop fraud schemes related to multiple employees receiving permanent disability status from the same doctors.

In April 2014, RRB OIG closed their case and the case was retitled.

Agents requested Headquarters to provide information within three parameters:

- 10+Amtrak employees
- Going to the same doctor
- Obtaining permanent disability within short period of time upon seeing doctors.

The information requested was not available for Headquarters analysis. The inability to obtain doctor information to narrow the parameters for further investigation has rendered this Project unproductive. RRB was not willing to provide additional information for proactive purposes and required an open investigation on a specific subject in order to provide disability information.

This case is closed based on the inability to obtain the necessary data to narrow the fraud search and conduct further investigation.

Prepared by: Special Agent **REDACTED** **REDACTED**
Amtrak Office of Inspector General
Office of Investigation
Philadelphia, PA.

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Contract/Procurement Fraud

Case Number: PA-13-0043

Date: November 6, 2014

Subject: CAF-USA (Headquarters)

1401 K Street, N.W.

Suite 803

Washington, DC. 20005

CAF-USA (Plant Facility)

300 East 18th Street

Elmira Heights, NY 14903

Case Closing:

On August 3, 2010, Amtrak contracted with CAF USA, Inc. (CAF) to produce 130 Long Distance Single Level (LDSL) Rail Cars. The firm-fixed-price contract called for 25 sleepers, 25 diner, 25 baggage/dorm, and 55 baggage cars; the total cost was \$ **REDACTED**. Overall production is behind schedule because of quality control and inspection issues experienced by CAF during the first months of the contract, including a stop-work order from the Amtrak Procurement department from April 6, 2012 to May 29, 2012.

In November 2012, the Amtrak Office of Inspector General received the following 11 allegations from a confidential source regarding CAF's production of 8 prototype LDSL cars: 2 diner cars, 2 baggage cars, 2 baggage/dorm cars, and 2 sleeper cars:

- prototype rail car weights exceeding weight specifications
- unauthorized use of filler materials to repair gaps on rail car frames
- unauthorized use of ratchet straps on misaligned car components
- possible structural damage to diner car 1
- possible lack of paperwork accountability in rail car production
- improper billing of labor costs during production shutdown
- rejected parts and components hidden for later use in production
- rejected rail car possibly inserted back into production
- use of uncertified welders and substandard welding in production process
- use of non-conforming parts
- violations of the Buy American Act

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Our investigation addressed all 11 allegations and did not find any substantial information or evidence indicating potential fraud or other criminal violations. CAF and Amtrak also appear to be addressing the confidential source's allegations and potential contract or production irregularities. Specifically, 8 out of the 11 allegations were resolved or required no action.

On November 8, 2013, a Management Information Report (MIR) was provided to the company for review and to consider the extent to which it should continue to monitor the progress in addressing the following three allegations. The MIR is appended as Attachment (1).

- Welding credentials/certifications for all CAF welders who have worked on the prototype cars and will be working on the rail cars when full production begins in January 2014
- The initial use of non-conforming parts in the production process
- Compliance with the Buy American Act

On February 7, 2014, the company responded to the MIR. The company's response is appended to Attachment (2). The company concurs with all three suggestions and provided the following summary on the actions that will be taken.

- 1) **CAF welders did not have the required certifications.** In an effort to reconcile this situation we will have our onsite auditors contact CAF management and request documentation for all certifications of welders utilized on our products. Further we will request copies of the certifications for any future welders that are utilized by CAF in the manufacture of our rolling stock.
- 2) **On prototype cars 4, 5 rejected material was used in side wall frame production that did not meet dimensional specifications and needed to be trimmed.** Amtrak has onsite inspectors who continually audit the CAF processes, and Amtrak has implemented hold points where inspections are performed to validate the quality of the components and workmanship.
- 3) **Numerous shipping containers of parts that were delivered to the CAF facility were noted to have overseas markings.** Based on recent articles and observations by Amtrak a second audit confirming compliance to the initial audit performed by CH2M Hill seems prudent. Operations will work with Procurement to schedule a second audit of actual sources of supply being used at CAF.

On October 7, 2014, Requisition # **REDACTED** was approved for CH2M Hill to perform an additional Buy American audit.

This investigation is closed.

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Attachments:

1. MIR sent to the company dated November 8, 2013.
2. The response from the company dated February 7, 2014.

Prepared by: Special Agent **REDACTED** **REDACTED**
Amtrak Office of Inspector General
Office of Investigation
Philadelphia, PA.

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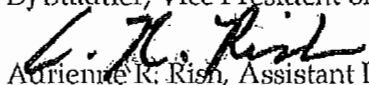
Office of Inspector General



VIA ELECTRONIC MAIL

Memorandum

To: DJ Stadtler, Vice President of Operations

From:  Adrienne K. Rish, Assistant Inspector General, Investigations

Date: November 8, 2013

Subject: *Management Information Report:* Allegations regarding the production of Long Distance Single Level Railcars under a contract with CAF USA, Elmira, NY (Amtrak Contract **REDACTED**).

This report is provided for your consideration of appropriate action regarding our investigation of allegations involving the production of Long Distance Single Level (LDSL) Rail Cars by CAF USA, Inc. (CAF).

On August 3, 2010, Amtrak contracted with CAF to produce 130 LDSL rail cars. The firm-fixed-price contract called for 25 sleeper, 25 diner, 25 baggage/dorm, and 55 baggage cars; the total cost was \$**REDACTED**. Overall production is approximately 8-12 months behind schedule because of quality control and inspection issues experienced by CAF during the first months of the contract, including a stop-work order from the Amtrak Procurement department from April 6, 2012 to May 29, 2012. Full production is scheduled to begin in January 2014. Amtrak has hired 10 additional quality and inspection contractor employees to assist with the prototype testing phase through the end of 2013.

In November 2012, we received the following 11 allegations from a confidential source regarding CAF's production of 8 prototype LDSL cars: 2 diner cars, 2 baggage cars, 2 baggage/dorm cars, and 2 sleeper cars:

- prototype rail car weights exceeding weight specifications
- unauthorized use of filler materials to repair gaps on rail car frames

- unauthorized use of ratchet straps on misaligned car components
- possible structural damage to diner car 1
- possible lack of paperwork accountability in rail car production
- improper billing of labor costs during production shutdown
- rejected parts and components hidden for later use in production
- rejected rail car possibly inserted back into production
- use of uncertified welders and substandard welding in production process
- use of non-conforming parts
- violations of the Buy American Act

Observations

Our investigation addressed all 11 allegations and did not find any substantial information or evidence indicating potential fraud or other criminal violations. CAF and Amtrak also appear to be addressing the confidential source's allegations and potential contract or production irregularities.

Specifically, 8 of the 11 allegations were resolved or required no action.

However, as discussed in Appendix 1, Amtrak should consider the extent to which it should continue to monitor the progress in addressing three allegations involving:

- the initial use of non-conforming parts in the production process
- welding credentials/certifications for all CAF welders who have worked on the prototype cars and will be working on the rail cars when full production begins in January 2014
- compliance with the Buy American Act

Please advise us within 45 days of the date of this report of any proposed or final action taken on this matter. If you have any questions about this investigative report, please contact me at [REDACTED] or Deputy Assistant Inspector General LaVan Griffith at [REDACTED]

Cc: [REDACTED]

Appendix I

INVESTIGATIVE RESULTS

The Amtrak OIG investigation determined that 8 of the 11 allegations made by the source were unsubstantiated because they had been resolved or required no action; however, Amtrak should consider the need to continue monitoring the resolution of 3 allegations. Our attempts to conduct a final interview with the source to review [REDACTED] allegations have not been successful. The eight unsubstantiated allegations are summarized below:

1. **The first six prototype cars were heavier than the required car type specification: some cars were 4,000 pounds heavier than their car type specification.**

The cars have passed Federal Railroad Administration loading tests and will be weighed during final inspection to ensure that they are within weight tolerances.

[REDACTED]

[REDACTED]

[REDACTED] receives monthly weight reports from CAF that show the estimated specification weight compared to the actual weights of the cars at their current production phase. [REDACTED] does not expect that the final actual weight of the cars will be an issue.

2. **Gaps in the car underframes were repaired with Dolphin and Sikaflex materials by welders brought in after CAF was ordered to shut down production due to quality control issues. The Dolphin and Sikaflex materials were used to mask production problems.**

[REDACTED]

[REDACTED] is assigned to the CAF facility in Elmira, NY. [REDACTED] stated to Amtrak OIG agents that Dolphin and Sikaflex are permitted for minor cosmetic applications. [REDACTED] said that he was aware of some instances in which the products were overused, and he had addressed the issues through his inspection reports to CAF personnel.

3. **Sidewalls and roofs on prototype cars 2, 3, and 4 did not properly line up, which forced CAF personnel to use more than 20 ratchet straps to keep materials together until the welding was completed.**

REDACTED told OIG agents that because the sidewall and roof subassemblies are approximately 85 feet long, the use of ratchet straps is permitted to hold them in place until the welding process is complete. REDACTED said that prototype cars 2, 3, and 4 are assembled, and they have passed the required welding and dimensional inspections. Structural tests will also be conducted.

4. **Diner car 1 may have sustained structural damage when moved to the "A1 position" for final production.**

While diner car 1 was undergoing a structural test, four spot welds broke, according to REDACTED. He stated that each car has more than 4,000 spot welds and that CAF representatives identified the 4 broken spot welds and proposed a repair procedure that Amtrak reviewed and approved. CAF repaired the four welds, and Amtrak Quality Assurance inspected them to make sure they met the welding specifications. REDACTED stated that this repair did not affect the form-fit-function of the roof and structure of the diner car.

5. **Paperwork accountability was questionable for the first three prototype cars based on the source's observations of documentation scattered on the production floor.**

REDACTED advised OIG agents that Amtrak expects CAF to maintain and update paperwork of all cars under production and eventually compile them into "vehicle history books," which will be provided to Amtrak at the end of production. REDACTED is not aware of any issues involving the retention of required documentation. He was also not concerned with this allegation based on three factors:

- the ongoing inspection process
- documentation provided by CAF during the production process
- the contractual requirement for CAF to provide the vehicle history books upon completion of the cars

6. CAF management instructed production personnel to continue to bill time to the contract during the Amtrak-directed production shutdown.

The Amtrak Procurement department issued a stop-work order that shut down production at CAF from April 6, 2012 to May 29, 2012. The order resulted from problems that Amtrak noted with CAF's quality assurance program. REDACTED

REDACTED told OIG agents that payments to CAF are based on the completion and approval of production milestones.

REDACTED stated that prior to any payment being made,

REDACTED

REDACTED must approve the milestone payments and verify that CAF completed the required manufacturing processes within that milestone. CAF billings were based on production being completed, not individual worker labor hours.

REDACTED confirmed to OIG agents that payments made to CAF are based on production progress—not on CAF costs incurred. REDACTED stated that his team must validate CAF's completed work prior to approving the milestone payment.

7. Rejected parts and components were hidden for later use in production.

According to REDACTED, CAF has addressed some issues associated with non-conforming parts. CAF subsequently hired a quality assurance manager to oversee the parts and subassembly inventory, and also instituted new procedures for quality control. REDACTED advised that he has access to CAF production facilities and was not aware of any rejected parts or subassemblies being staged for later use in production.

8. CAF representatives plan to insert rejected baggage/dorm car 3 back into future production.

REDACTED advised that he occasionally checks on the rejected baggage/dorm car 3, which is stored in Building 4. REDACTED did not believe that CAF would be able to insert car 3 into the production line without the knowledge of Amtrak onsite quality assurance representatives. He advised that CAF was not prohibited from using approved parts from car 3 in future production.

Our investigation determined that Amtrak should consider further review and evaluation of 3 of the 11 allegations:

1. **CAF welders did not have the required certifications. Prototype cars 2, 3, and 4 had welding problems with car sidewalls. When the cars were moved through the production line, spot welds separated from the omegas that join the car walls to the frame.**

REDACTED stated that the structural reinforcement supports were referred to as "omegas" by the original CAF welders, REDACTED. REDACTED advised that spot-welding has been an issue with CAF throughout the production process. REDACTED explained that the spot-welding would require prior training and certifications. REDACTED was aware that the U.S. welders who were brought in to complete the spot welds were certified; however, he does not know whether REDACTED were ever certified and properly trained. REDACTED stated that he inspected welds during the production process, but noted that it was not possible to check all of the 6,000 to 8,000 spot-welds for each car. REDACTED advised that welder certifications ensured that the welders were properly trained. He said that welding issues have been addressed through an agreement by Amtrak and CAF management to establish additional hold points throughout the production process to inspect welds.

REDACTED stated that prototype cars 2, 3, and 4 are assembled in production and will be going through final inspections and structural testing before Amtrak accepts them.

2. **On prototype cars 4 and 5, rejected materials were used in sidewall frame production that did not meet dimensional specifications and needed to be cut or trimmed.**

REDACTED told OIG agents that he was not aware of non-conforming parts being used on the sidewall frames on cars 4 and 5. REDACTED was aware that CAF had difficulty with internal quality assurance for its parts inventory. Consequently, CAF hired a quality assurance manager, who conducted a comprehensive parts audit that identified more than 350 parts causing major dimensional problems for CAF. REDACTED said that as a result of the CAF inventory audit, tens of thousands of parts were sent back to suppliers; in his opinion, this resolved the

quality issues in the parts inventory. [REDACTED] stated that he does not know if any of the parts identified as non-conforming were installed on the prototype cars before CAF representatives addressed the quality problems in the parts inventory. Parts that were determined to be out of specification were documented through CAF Non-Conforming Requisitions.

CAF addressed some issues with non-conforming parts by assigning a quality assurance manager to oversee the process, according to [REDACTED]. The manager developed a Material Review Board, which established four categories for the rejected materials: scrap, reject, rework, and repair. [REDACTED] explained that if CAF personnel decide to rework or repair a rejected part, they must first get approval from Amtrak.

[REDACTED] advised OIG agents that a production issue should be addressed during the production stage. Also, when correcting a production issue that does not adhere to specifications, representatives of Amtrak or CAF-USA are required to write a deviation report. [REDACTED] informed OIG agents that the CE Testing Group performed a structural test on two of the prototype cars. Representatives from the Federal Railroad Administration, Amtrak, and CAF-USA were present, and both cars passed the structural test.

3. Numerous shipping containers of parts that were delivered to the CAF facility were noted to have overseas markings.

[REDACTED] [REDACTED], advised OIG agents that he completed an initial Buy American audit on CAF suppliers when he was with [REDACTED] [REDACTED] stated that CH2M Hill currently provides support to the Project Manager, Engineering and Quality Assurance for the LDSL project. He said that Amtrak contracted Booz Allen to complete a Buy American audit of the material suppliers that CAF identified in its contract proposal. [REDACTED] recalled that Amtrak completed the audit during the contract post-award review but prior to the actual purchasing of material. The Booz Allen audit determined that CAF was in compliance with the Buy American requirements of the contract. In the audit report, [REDACTED] recommended that Amtrak conduct a follow-up audit of CAF material suppliers to ensure that they were following their supplier plans. He also told us that the

follow-up audit would not be an additional cost to Amtrak because they are under contract to complete this work when requested. REDACTED stated that Amtrak declined the follow-up audit.

OIG agents reviewed the CAF Buy American Post Award Interim Audit report and the Amtrak LDSL Railcar Final Executive Summary report. On December 7, 2010, REDACTED submitted the Interim audit report to REDACTED REDACTED. In the conclusion, REDACTED wrote:

"Based upon the documentation provided by CAF and the results of the audit site visit, the audit team found CAF to be responsive and pro-active in its efforts to comply with the Buy American Act regulations and to have the capability to manufacture and assemble AMTRAK's Long Distance Single Level Passenger Cars... the audit team recommends performing at least two additional Buy American Act compliance audits prior to a final audit at the end of production."

REDACTED advised OIG agents that he observed many crates with overseas markings delivered to the facility in Elmira, NY. REDACTED knows that steel purchased from the United States was sent to Spain for fabrication and then returned for use in the production process. REDACTED has not seen the contract clauses referencing the Buy America Act; therefore, he does not know if this practice of sending the steel to Spain is acceptable. REDACTED stated that it was not his responsibility to determine if CAF was compliant with Buy American provisions in the contract; his focus was on quality assurance issues.

In addition, the OIG investigation discovered that CAF was previously investigated by the Federal Transit Administration (FTA) for violating Buy American rules associated with a light rail contract for the city of Houston in September 2010. FTA found that CAF and Houston Metro violated three of FTA's Buy America and procurement rules. This is the FTA finding regarding the Buy American violation:

"METRO and CAF violated FTA's Buy American requirements. This began with METRO's release of a Request for Proposals (RFP) that stated FTA's Buy America requirements did not apply to the procurement; continued with METRO's unsupported evaluation of the various offerors' Buy America compliance, including the Certificate of Compliance

submitted by CAF; and culminated with METRO's decision not to require CAF to meet its contractually mandated Buy America obligations and to circumvent the Buy America requirements by entering into a separate, locally funded contract with CAF for the pilot vehicles."

End of Report



Case Number: IL-12-0309-O

02/18/2014

Case Title: REDACTED
REDACTED
Chicago, IL**Case Closing**

This case was opened in July of 2012 based on allegations that REDACTED (REDACTED) and REDACTED (REDACTED) were stealing scrap metal from Amtrak and then selling it to scrap dealers located in close proximity to the Lumber Street rail yard. It was alleged that they took scrap to the scrap yard many times during the work day, and always when they were on duty. The initial allegations also indicated that Amtrak management may have had knowledge of the activities and possibly participated in the scheme.

It was initially alleged that the scrap was going to Barry's Metals at 820 Cermak Road in Chicago.

Over the course of the investigation, numerous REDACTED were done to determine if REDACTED or REDACTED were taking scrap. The REDACTED met with negative results.

A REDACTED was used to REDACTED the loading dock at Barry's Metals. None of the subject vehicles were ever observed at Barry's Metals. The REDACTED was subsequently removed after it was damaged.

REDACTED retired from Amtrak in 2013. Occasional REDACTED of REDACTED vehicles were all negative. In late 2013 and early 2014, SA REDACTED and representatives from Amtrak Police went to several scrap yards operating near the Lumber Street rail yards and inquired about the activities of REDACTED and REDACTED. The owners were shown pictures of REDACTED and REDACTED. None of the scrap dealers admitted to doing business with them.

In February of 2014 SA's REDACTED and REDACTED once again visited the local scrap yards. Barry's Metals and Family Recycling Center both utilize a computerized system called REDACTED. This system can be REDACTED. Neither scrap dealer had any record of doing business with REDACTED or REDACTED. One scrap dealer, Biltmore Metals, was visited and it was determined that they use a system where a paper receipt is prepared for each transaction. The daily receipts go in

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an envelope and are stored. Any type of search for customer names would have been time consuming and difficult.

Attempts to verify whether Amtrak management was involved in the scheme were never substantiated.

Based on the inability to substantiate any of the initial allegations despite the use of a REDACTED, and the lack of evidence to support that REDACTED and REDACTED were involved in any scheme, the investigating Agent requests that the case be closed.

Prepared by: Special Agent REDACTED
Amtrak Office of Inspector General
Office of Investigations
Chicago, Illinois

Distribution: File HQ

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Case Number: IL-13-0056-HL-I
Case Title: REDACTED
Chicago, IL

January 14, 2014

Case Closing

On 11/14/2012 a complaint was received that alleged that REDACTED REDACTED REDACTED Passenger Services in Chicago, consistently assigned one specific individual, who worked under her supervision (not further identified), to handle the lost and found items in Chicago Union Station. Complainant also indicated that suspect REDACTED and the other individual were taking items of value from the lost and found and selling them at a Chicago area flea market and or on Craig's List.

In April of 2013, SA REDACTED contacted Absolute Software about a product they market as REDACTED which is software that can be loaded onto a laptop computer which allows the computers REDACTED

Absolute Software can also determine if the REDACTED

In August of 2013, Amtrak provided Amtrak OIG with 2 laptop computers to use in an integrity test scenario. Absolute Software loaded there software at no cost and an operational plan was formulated to conduct integrity tests.

Just prior to the integrity testing, REDACTED REDACTED the Lost and Found employee thought to be a co-conspirator with REDACTED retired from Amtrak. On 09/11/2013, one of the laptop computers was "turned in" at Passenger Services. The computer was never detected by Absolute Software. On or about 11/22/2013, the computer was observed in the lost and found and surreptitiously removed and returned to Amtrak OIG.

On or about 11/15/2013, the second laptop was "turned in" at Passenger Services. Absolute Software did not detect any activity with the second laptop computer during the approximately 45 day period. On or about 12/30/13, the computer was surreptitiously removed from the lost and found and returned to Amtrak OIG. Absolute software was advised that both computers were now back in the possession of Amtrak OIG.

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There was no indication that either computer had been handled illegitimately by Amtrak personnel. Our integrity testing encompassed a period of approximately three and one half months. Neither computer was taken or even booted up to access the internet. The appearance is that the current lost and found personnel have passed the integrity test. Whether or not merchandise was stolen historically is not certain, but currently there is no indication of a problem.

The investigating Agent requests that this matter be closed.

Prepared by: Special Agent **REDACTED**
Amtrak Office of Inspector General
Office of Investigations
Chicago, Illinois

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Office of Inspector General
Office of Investigations

Case Number: IL-13-0321-O

Date: September 29, 2014

Case Title: REDACTED
REDACTED
Chicago, IL

Abbreviated Case Closing

This investigation was initiated on April 17, 2013, based on information provided by an Amtrak employee who alleged REDACTED (REDACTED), Coach Cleaner, REDACTED, 1600 South Lumber Street Rail Yard, Central Division, Amtrak, Chicago, IL, and REDACTED (REDACTED), Coach Cleaner, REDACTED, Brighton Park Facility (BPF), Central Division, Amtrak, Chicago, IL, use narcotics while on duty in violation of Amtrak policy. It was also alleged REDACTED was involved in an accident on Amtrak property while operating a "Kubota" utility vehicle during his shift, and failed to report the accident to Amtrak management.

Surveillances Conducted

During a November 7, 2012, REDACTED (under OIG Case No. REDACTED), Special Agent (SA) REDACTED (REDACTED), Chicago Field Office (CFO), observed what appeared to be a blue and white crack pipe on the center console of a REDACTED truck with Illinois license plate No. REDACTED. The truck was parked at the Amtrak 1600 South Lumber Street Rail Yard. The doors of the truck contained the REDACTED SA REDACTED also saw REDACTED enter and exit the truck. Contact with REDACTED was held in abeyance pending further REDACTED

On October 24, 2013, former CFO SA REDACTED observed REDACTED sitting in the driver seat of a REDACTED bearing Illinois license plate number REDACTED. The REDACTED was parked within Amtrak property on South Cabrini Street which is between the 1600 South Lumber Street Rail Yard and Chicago Union Station (CUS). The REDACTED contained the REDACTED on its back window. REDACTED previously determined the REDACTED was registered to REDACTED REDACTED observed REDACTED in the REDACTED talking on a cellular telephone. REDACTED also saw an African American male walk to the passenger side of REDACTED vehicle, talk to REDACTED and then walk away. REDACTED then exited the REDACTED and walked north in the direction of CUS. No illegal drug related activity was observed.

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On November 7, 2013, [REDACTED] observed the [REDACTED] parked within Amtrak property on South Cabrini Street. [REDACTED] observed [REDACTED] enter the [REDACTED] at 12:16pm and drive away. Visual contact with the vehicle was then lost. At 12:51pm, [REDACTED] observed [REDACTED] park the [REDACTED] on South Cabrini Street. At 4:05pm [REDACTED] observed [REDACTED] enter and drive the [REDACTED] within an Amtrak access control gate on South Cabrini Street. [REDACTED] was observed parking the [REDACTED] within the control gate area. [REDACTED] then observed [REDACTED] get on an Amtrak three wheeled scooter vehicle and drive the vehicle out of [REDACTED] sight. No illegal drug related activity was observed.

On March 24, 2014, [REDACTED] observed a [REDACTED] truck bearing license plate number [REDACTED] parked within the Amtrak parking area at the BPF. [REDACTED] previously determined the vehicle was registered to [REDACTED]. At no time during [REDACTED] surveillance did [REDACTED] exit the BPF.

On September 23, 2014, the Reporting Agent (RA) and SA [REDACTED] conducted [REDACTED] at Amtrak's South Cabrini Street, 1600 and 1400 South Lumbar Street Rail Yard, and BPF locations concerning [REDACTED] and [REDACTED]. None of [REDACTED] and [REDACTED] above referenced vehicles (or other vehicles containing the above referenced license plate numbers) were seen at any of the [REDACTED] locations.

Interview of [REDACTED]

On September 23, 2014, [REDACTED] was interviewed at the 1600 South Lumbar Street Rail Yard.

After the RA and SA [REDACTED] identified themselves, and the RA explained the purpose of the interview, [REDACTED] was provided *OIG Amtrak Warnings and Assurances to Employee Requested to Provide Information on a Voluntary Basis (Garrity)* form. After the RA explained the form, [REDACTED] signed the form acknowledging that he read the form and understood his rights concerning the interview.

[REDACTED] acknowledged owning the [REDACTED] and stated he parks the [REDACTED] mainly within Amtrak's 1600 South Lumbar Street Rail Yard. [REDACTED] stated he also parks the [REDACTED] in Amtrak's 1400 South Lumbar Street Rail Yard, and South Cabrini Street parking areas.

[REDACTED] stated he may have used illegal drugs in 2008, but has not used illegal drugs since then. [REDACTED] further stated he has never used or brought illegal drugs onto Amtrak property. [REDACTED] denied ever transporting illegal drugs or its paraphernalia in his vehicle while the vehicle was parked on Amtrak property.

According to [REDACTED] the [REDACTED] does contain the [REDACTED] which [REDACTED] explained is the [REDACTED] owned by his roommate [REDACTED] ([REDACTED]). [REDACTED] stated he once worked for [REDACTED]. According to [REDACTED] [REDACTED] has four or

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five REDACTED trucks which he rents out and uses for snow removal. REDACTED added all of the trucks contain the REDACTED and further added one of the trucks is REDACTED in color. REDACTED stated he has never driven the REDACTED truck or any of the other REDACTED trucks onto Amtrak property. REDACTED was "clueless" as to why someone alleged they saw REDACTED's REDACTED truck parked on Amtrak property. REDACTED declined a consensual search of his vehicle.

Interview of REDACTED

On September 23, 2014, REDACTED was interviewed at Amtrak's BPF.

After the RA and SA REDACTED identified themselves, and the RA explained the purpose of the interview, REDACTED was provided *OIG Amtrak Warnings and Assurances to Employee Requested to Provide Information on a Voluntary Basis (Garrity)* form. After the RA explained the form, REDACTED signed the form acknowledging that he read the form and understood his rights concerning the interview.

REDACTED stated he used illegal drugs while in high school and "smoked weed" while in college. REDACTED stated he has not used illegal drugs since his employment with Amtrak. Therefore, REDACTED added he has never used illegal drugs on Amtrak property. Further, REDACTED stated he has never transported illegal drugs onto Amtrak property.

REDACTED acknowledged once owning a REDACTED truck with REDACTED plates which he drove and parked at the BPF. REDACTED stated he has since sold the truck. REDACTED stated he now owns a REDACTED and a REDACTED, and drives both vehicles to the BPF. REDACTED declined a consensual search of his vehicle.

Conclusion

This investigation did not substantiate the allegations concerning REDACTED and REDACTED. Further, due to the time lapse concerning the allegation regarding REDACTED being involved in an unreported accident on Amtrak property, this allegation will not be investigated. This investigation is closed.

Prepared by: Special Agent REDACTED
Amtrak Office of Inspector General
Office of Investigations
Chicago, Illinois

Distribution: CFO; HQ

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Case Number: IL-13-0322-O

January 3, 2014

Case Title: **REDACTED**
Fraudulent FELA Claim
Chicago, IL

Case Closing

On 01/02/2014, **REDACTED** **REDACTED**, **REDACTED**, Amtrak, advised as follows: On 11/26/13, Amtrak entered into a settlement agreement with **REDACTED** **REDACTED**. Amtrak paid **REDACTED** \$**REDACTED** (Check **REDACTED**). With the payment of the settlement amount, Amtrak closed its claim file on **REDACTED**. The claim arose from when she was allegedly injured when an Amtrak train struck a vehicle at a crossing.

This case was initially opened based on deposition testimony provided by **REDACTED** where she denied being a passenger in a vehicle that was involved in a minor fender bender accident some time prior to the train accident. Documents provided by the National Insurance Crime Bureau (NICB) that pertain to the accident reflected that **REDACTED** received minor injuries in the accident and received a settlement for back, neck and shoulder injuries. The alleged injuries being identical to one **REDACTED** allegedly received while riding as a passenger on the Amtrak train.

SA **REDACTED** also identified and located the operator of the vehicle that struck **REDACTED** vehicle. He recalled that **REDACTED** was in the vehicle and remembered her yelling at him. SA **REDACTED** attempted to log the case in at the United States Attorney's Office for the Northern District of Indiana but prosecution was declined.

Amtrak Claims agreed to give **REDACTED** a minimal settlement to avoid any further litigation.

No additional investigative actions are required. Amtrak Claims has already closed their file. The investigating Agent requests that this matter be closed.

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Prepared by: Special Agent **REDACTED**
Amtrak Office of Inspector General
Office of Investigations
Chicago, Illinois

Distribution: File HQ

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Case Number: IL-14-0030-HL-O

January 8, 2014

Subject: **REDACTED**
St. Louis, MO**Abbreviated Case Closing:**

On October 29, 2013 and November 1, 2013, a complainant, who requested confidentiality, contacted the OIG hotline concerning **REDACTED** **REDACTED** **REDACTED** **REDACTED** **REDACTED**, **REDACTED**, Operations Department, Long Distance Business Line, Central Region. The complainant alleged **REDACTED** violated Amtrak phone and radio communication policy on numerous occasions between mid - June 2013 – October 26, 2013, while operating Amtrak locomotives. The complainant made the same complaint to the US Department of Transportation, Federal Railroad Administration (FRA) on October 29, 2013 and November 1, 2013. **REDACTED**, **REDACTED**, Operating Practices, FRA, subsequently participated in OIG's interview of **REDACTED**.

On November 6, 2013, the Reporting Agent (RA) and Special Agent **REDACTED**, Chicago Field Office (CFO), Amtrak OIG, interviewed the complainant. The complainant stated they began dating **REDACTED** on May 25, 2013, and stopped dating **REDACTED** on October 26, 2013, after the complainant discovered **REDACTED** had been dating someone else. The complainant made the following allegations against **REDACTED**:

REDACTED used his personal cell phone while operating locomotives:

During the period **REDACTED** dated the complainant, **REDACTED** would consistently call or text the complainant via his personal cell telephone number, which the complainant identified as **REDACTED**. The complainant used a laptop to retrieve phone date and time records for a Sprint telephone account. The Sprint record showed the complainant's mother as the owner of the Sprint account. The complainant said they (the complainant) pay the monthly phone bill for the account. The complainant showed the RA numerous dates and times when the number allegedly assigned to **REDACTED** called the number assigned to the complainant during morning, afternoon, and evening hours. The complainant was certain many of the calls were made by **REDACTED** when he operated Amtrak trains. The complainant said they heard the "hot box detector" in the background when talking to **REDACTED**. The complainant and **REDACTED** would talk between five and twenty minutes at least two to four times daily. According to the complainant, **REDACTED** initiated the calls.

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The complainant and [REDACTED] would text back and forth during times when [REDACTED] operated Amtrak locomotives. The complainant showed the RA two sexually explicit pictures allegedly of [REDACTED] penis. The complainant stated [REDACTED] took, and texted the pictures to the complainant while operating Amtrak locomotives. The date and time stamps concerning the pictures are shown as July 16, 2013, at 6:47pm, and July 18, 2013, at 12:13pm. According to the complainant, on September 6, 2013, at 9:49am, [REDACTED] allegedly sent the complainant another sexually explicit picture while operating an Amtrak locomotive. The complainant agreed to electronically mail the RA that picture and other non- picture text messages sent to the complainant by [REDACTED] which show date and time stamps. The complainant alleged the date and time stamps would correspond to exact times [REDACTED] operated Amtrak locomotives.

[REDACTED] owns a firearm and transports contraband between Chicago and St. Louis:

According to the complainant, in July 2013, [REDACTED] told the complainant he had another job working for a "family," and practiced shooting at a gun range on Chicago's far south side. The complainant said [REDACTED] did not tell them the name of the family, but told the complainant the family paid him to do "jobs." According to the complainant, in September 2013, while having breakfast with [REDACTED] [REDACTED] told the complainant he had to leave because he had to do a job for the unknown family. The complainant said they rubbed [REDACTED] back and felt what appeared to be a gun holster. According to the complainant, [REDACTED] then told the complainant that he was on his way to [REDACTED] to pick up something at a gun range and then take care of some business for the unknown family. The complainant said they asked some family members, who work in law enforcement, to check out the unknown family [REDACTED] worked for. The complainant was told that it is rumored [REDACTED] transports contraband between Chicago and St. Louis. The complainant did not know what contraband [REDACTED] allegedly transports or how or when he transports the contraband.

INVESTIGATIVE RESULTS

Review of [REDACTED] Office of Disciplinary Investigations Case Report:

On November 7, 2013, [REDACTED] Office of Disciplinary Investigations Case Report was reviewed. The review revealed two Amtrak policy violations. Neither of the violations relate to misuse of electronic devices.

Review of [REDACTED] Amtrak Personnel File:

On November 14, 2013, [REDACTED] Amtrak Personnel File was reviewed. The review revealed the following pertinent documents concerning [REDACTED]

Acknowledgement of Receipt of Amtrak Standards of Excellence (Standards),
form signed by [REDACTED] dated September 8, 1999

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Standards form signed by [REDACTED] dated December 2, 1999

Review of Amtrak Train Delay Reports and Text Messages received from the complainant:

The RA reviewed [REDACTED] Amtrak Train Delay Reports, and compared the station stop times on those reports to the time and date stamps on text messages provided by the complainant. The review confirmed the complainant's allegation concerning [REDACTED] using his cell phone to text the complainant while operating locomotives.

Interview of [REDACTED]

On November 12, 2013, at 11:15pm, the RA interviewed [REDACTED]. The interview concluded at 12:40am, November 13, 2013. [REDACTED] and [REDACTED], [REDACTED] CFO, were present during the interview. The purpose of the interview was to determine [REDACTED] culpability concerning allegations made by the complainant.

After the RA explained the purpose of the interview, [REDACTED] was provided OIG Amtrak Warnings and Assurances to Employee Requested to Provide Information on a Voluntary Basis (Garrity) form. After the RA explained the form, [REDACTED] signed the form acknowledging that he read the form and understood his rights and obligations concerning the interview.

[REDACTED] stated he has been employed with Amtrak since 1999. [REDACTED] added he began his career as an assistant yard conductor and then transferred to a road conductor position. [REDACTED] said he has been employed as a passenger engineer since 2006.

[REDACTED] was shown a copy of the Amtrak *Standards*. The *Standards* include a section concerning safety. [REDACTED] was directed to a sentence on page five of the *Standards* which reads "You can begin with being sure that you understand and comply with all safety requirements related to your position." [REDACTED] did not recall receiving a copy of the *Standards*.

[REDACTED] was shown a copy of Amtrak *Rules Alert No. 2011-01 (Alert)*, titled *New Federal Regulations Governing the Use of Electronic Devices become Effective March 28, 2011*. [REDACTED] was directed to the federal penalties section of the *Alert* concerning company discipline, civil penalties, and disqualification, concerning violation of rules governing the use of electronic devices in the workplace. [REDACTED] acknowledged receiving a copy of the *Alert* from his supervisor. [REDACTED] stated he understood the *Alert*, and is aware that while operating in his passenger engineer position, he cannot use a personal cell phone or other electronic device.

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REDACTED was asked to state his personal cell phone number. REDACTED stated his personal cell phone number is REDACTED. REDACTED stated he has been the sole user of this cell number for the past 2-3 years. REDACTED said he recently broke off a dating relationship with REDACTED. REDACTED added his cell phone was sometimes in the possession of REDACTED. According to REDACTED, REDACTED knew his cell phone password in order for REDACTED to check his voicemail, and to send and receive text messages. REDACTED said he ended his relationship with REDACTED on October 26, 2013, for personal reasons. According to REDACTED, REDACTED warned him that she would "make him pay" for leaving her. REDACTED described REDACTED character as a very vindictive person.

REDACTED was shown eleven text messages (two of which contained sexually explicit pictures) which were provided to the RA by the complainant. The texts were allegedly sent to the complainant by REDACTED. REDACTED was also shown copies of Amtrak Delay Reports (Reports) concerning REDACTED operation of Amtrak locomotives between Chicago and St. Louis. The Reports corresponded to the date and time stamps on the texts which show dates between July 16, 2013 and October 23, 2013. REDACTED initially stated he did not send the complainant a text shown to him dated October 5, 2013, while operating a locomotive, but immediately admitted sending all of the other texts (including the October 5, 2013 text) to the complainant while operating locomotives. The texts included two sexually explicit pictures of his erect penis. REDACTED said REDACTED is the complainant who contacted OIG, and added that he sent all of the texts in question to REDACTED.

REDACTED not only admitted that he used his personal cell phone to send the questioned text messages to REDACTED while operating locomotives, REDACTED stated he also made phone calls to REDACTED while operating locomotives. Further, REDACTED stated over an extended period of time, he used his cell phone to make calls and send texts to other individuals while operating locomotives. REDACTED said he usually placed his cell phone in airplane mode while operating locomotives, instead of turning the phone off. REDACTED stated he knew he should have turned his phone off before entering a locomotive, and stated several times, "I messed up."

REDACTED was apologetic for sending sexually explicit pictures via his cell phone to the complainant while operating locomotives, and stated he is currently being counseled by a sex/love addiction counselor named REDACTED. REDACTED could not recall REDACTED last name.

REDACTED admitted he owns a firearm, and refuted the contraband allegation:

REDACTED provided his current Illinois Firearms Owners Identification Card. REDACTED stated he has legally owned a 9mm Beretta handgun since last year, and is a member of the National Rifle Association. REDACTED said he maintains the gun in his residence, and only removes the gun from his residence when he takes the gun to Chuck's Gun Shop and Range (a local Illinois gun range), for recreational purposes. REDACTED stated he has never

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brought the gun or bullets onto Amtrak property. [REDACTED] denied the contraband allegation, and stated he has never transported contraband.

[REDACTED] voluntarily prepared and signed a hand written statement wherein he admitted to his actions. A copy of the statement was provided to [REDACTED]

On December 10, 2013, the RA testified during an administrative hearing concerning [REDACTED] admissions.

Conclusion:

On December 16, 2013, [REDACTED], [REDACTED], Office of Disciplinary Investigations, Law Department, Amtrak, Chicago, IL, determined all charges brought against [REDACTED] except a charge concerning violation of Amtrak's Anti-Discrimination/Anti-Harassment Policy (filed by the Amtrak Charging Officer), were proven.

On December 19, 2013, [REDACTED], [REDACTED], Long Distance Business Line, Central Region, informed [REDACTED] via letter that based on the sustained charges, [REDACTED] employment with Amtrak, in all capacities, was terminated effective immediately.

The investigation proved all allegations concerning [REDACTED]. Further, all administrative actions have been rendered. Therefore, no further investigation is warranted. This investigation is closed.

End of Report

Prepared by: Special Agent [REDACTED]
Amtrak Office of Inspector General
Office of Investigations
Chicago, Illinois

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