

U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472-0001



FEMA

January 4, 2021

Mr. Henry J. Kerner
Special Counsel
Office of Special Counsel
1730 M. Street, Suite 300
Washington, DC 20036-4505

Subject: OSC File No. DI-20-0664

Dear Mr. Kerner:

By letter dated May 18, 2020, your office submitted allegations of possible violations of law, rule, or regulation and gross mismanagement related to American Sign Language (ASL) interpreter services provided by FEMA in response to Hurricane Maria and the 2019 earthquakes that impacted Puerto Rico. DHS forwarded the allegations to FEMA to investigate. As required by 5 U.S.C. § 1213, the Agency investigated the allegations and produced a report of investigation to summarize its findings. Your office granted extensions of time until January 15, 2021, to submit the report.

Consistent with DHS Delegation No. 00002.1, I am the designated official responsible for providing your office with the report. This letter forwards the Agency's report addressing the allegations. The allegations, raised in your letter dated May 18, 2020, were that FEMA provided unqualified interpreters to the deaf and hearing-impaired community at FEMA Disaster Recovery Centers (DRC) and at other FEMA-sponsored information sharing events. Specifically, the allegations to be investigated were that: (1) FEMA did not ensure that the ASL interpreters hired for those disaster response missions were appropriately qualified; (2) FEMA did not evaluate the quality of the services provided by the ASL interpreters to the deaf and hearing-impaired community; and (3) FEMA did not provide a meaningful avenue for recipients of sign language services to make complaints or otherwise provide feedback to FEMA concerning their experiences with the ASL interpreters.

FEMA's Office of Professional Responsibility (OPR) conducted the investigation described in the attached Report of Investigation (ROI) Case Number 20200438. The investigators interviewed 22 individuals including the Whistleblower. The investigators also reviewed the procurement documents FEMA utilized to provide ASL interpretation services in support of response efforts to Hurricane Maria and the 2019 earthquakes.

Background

In September 2017 the President issued a major disaster declaration for the Commonwealth of Puerto Rico, authorizing FEMA to respond to Hurricane Maria. In January 2020 the President issued a major disaster declaration for Puerto Rico, authorizing FEMA to respond to earthquakes that began impacting the Commonwealth in December 2019. These disasters required FEMA provide ASL interpreters who could interpret in both English and Spanish to allow FEMA to engage with and support deaf and hard of hearing disaster survivors.

Allegation 1: FEMA did not ensure that the ASL interpreters hired for those disaster response missions were appropriately qualified

The investigators found FEMA used multiple call orders and contracts to provide ASL interpreter services to the disaster response missions for Hurricane Maria and the 2019 earthquakes in Puerto Rico. A document review showed FEMA interpreter procurements explained the specific minimum qualifications that were required for interpreters under those solicitations. In drafting the Statements of Work (SOW) and evaluating requirements for the interpreters, FEMA considered the needs of the local community, who use a different form of ASL than is used in the Continental United States, require trilingual interpretation services, and who use their own regional dialects and signs that are unique to Puerto Rico. FEMA required that Tier 2 minimum qualification requirements from the Blanket Purchase Agreement (BPA) be met, with the caveat that in-house testing was permitted in lieu of National Interpreter Certification or Certified Deaf Interpreter or other state-equivalent certification/licensure, and that the interpreters have knowledge of vocabulary as it relates to persons with disabilities in the emergency management field.

The investigation uncovered only one or two instances where the interpreters may not have been qualified. In instances where the interpreters may not have met qualification requirements, FEMA notified the contractor that this was unacceptable and that those interpreters were not permitted to be provided for FEMA use. The investigators found evidence that contracting officers took proactive steps to ensure interpreters were able to communicate FEMA information to local survivors. For example, when it was revealed that the interpreters could use additional training in FEMA jargon, FEMA brought in a trainer from headquarters to provide additional training. When two FEMA employees raised concerns that in-house testing was insufficient (in lieu of certification of National Interpreter Certification or Certified Deaf Interpreter or other state-equivalent certification/licensure), FEMA modified the contract so that those two employees could conduct the in-house testing themselves, rather than the contractor. Ultimately, the investigators found that the interpreters were appropriately qualified and if there had been any major problems with interpreter qualifications or performance, FEMA would have terminated the interpreter contract.

Allegation 2: FEMA did not evaluate the quality of the services provided by the ASL interpreters to the deaf and hearing-impaired community

Investigators found the quality of services provided by the ASL interpreters was evaluated in multiple ways. FEMA personnel who requested interpreter services for events were required to monitor and ensure interpreters were arriving and performing as expected. If a problem arose at an event, the employee who arranged the service would report back to whomever they coordinated with to schedule the interpreter. Contract Officer Representatives (COR) asked FEMA ASL interpreters to attend events and evaluate the contract interpreters. DRC Managers and External Affairs Leads observed the interpreters on site and would report if any problems arose. Project Officers also conducted day to day monitoring of the interpreters. When employees in the FEMA Office of Equal Rights (OER) requested an interpreter, they were asked to monitor the interpreter's time and performance and provide weekly reports. The Disability Integration Office provided oversight of the performance of the contract interpreters through Task Managers who would report any complaints to the COR. All these avenues were designed to channel feedback to the COR. According to the SOW, the COR provided this feedback to the contractor who was required to take appropriate action and provide the COR with a response within 24 hours.

In addition to FEMA evaluating the interpreters, the investigation found that the contractor monitored the local interpreters, made video recordings and evaluated the interpreters' performances.

Allegation 3: FEMA did not provide a meaningful avenue for recipients of sign language services to make complaints or otherwise provide feedback to FEMA concerning their experiences with the ASL interpreters

Investigators found there were four avenues for recipients of sign language services to make complaints or otherwise provide feedback to FEMA concerning their experiences with the ASL interpreters. Each of the DRCs in Puerto Rico had signage directing survivors where they could call to discuss their rights and/or complaints. Each FEMA External Affairs announcement provided a number to call if there were discrepancies or issues. If there were any complaints at an event, individuals were directed to the FEMA representative at the event. There is a FEMA email account where requests, complaints, and other information can be sent regarding ASL services.

For the above-stated reasons, the FEMA did not find a violation of law, rule, regulation, gross mismanagement or a gross waste of funds. The Agency does not recommend taking further action on these allegations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pete Gaynor', with a long horizontal flourish extending to the right.

Pete Gaynor
Administrator

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Encl: Report of Investigation, FEMA Case No. 20200438

cc: United States Department of Homeland Security, Acting Secretary Chad F. Wolf
Acting Under Secretary for Management, Randolph D. "Tex" Alles



FEMA

Office of Professional Responsibility

Report of Investigation

Case Number

20200438

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FEMA

REPORT OF INVESTIGATION

Case Number:	20200438
Case Title:	FEMA
Report Status:	Final
Alleged Violation(s):	<ol style="list-style-type: none">1. FEMA did not ensure ASL interpreters hired for disasters; DR-4339-PR and DR-4473-PR, response missions were appropriately qualified.2. FEMA did not evaluate the quality of services provided by the ASL interpreters to the deaf and hearing-impaired community.3. FEMA did not provide a meaningful avenue for recipients of sign language services to make complaints or otherwise provide feedback to FEMA concerning their experiences with the ASL interpreters.

SYNOPSIS

On May 18, 2020, the U.S. Office of Special Counsel (OSC), referred to the Federal Emergency Management Agency (FEMA), Office of Professional Responsibility (OPR) a Whistleblower disclosure alleging misconduct related to American Sign Language (ASL) interpreter services provided by FEMA in response to DR-4339-PR and DR-4473-PR, Hurricane Maria and the 2019 earthquakes that impacted Puerto Rico. The Whistleblower alleges:

- FEMA failed to provide qualified American Sign Language (ASL) personnel to assist the deaf and hearing-impaired community.
- FEMA did not perform effective oversight of the performance of the contract for ASL Interpreters.
- FEMA did not provide a meaningful avenue for recipients of sign language services to make complaints or provide feedback concerning their experiences with ASL interpreters.

The Office of Professional Responsibility (OPR), conducted a review of the facts and circumstances related to these allegations and interviewed parties with knowledge of the events. As a result of this review, OPR finds the allegations are **UNSUBSTANTIATED**.

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REPORT OF INVESTIGATION

<i>Reporting Investigator</i>		<i>Distribution:</i>	
Name: [REDACTED]	Signature: [REDACTED]	Headquarters	Original
Title: Investigator	Date: 12/01/2020		Cc
<i>Authorizing Official</i>		Component(s)	Cc
Name: [REDACTED]	Signature: [REDACTED]		
Title: Branch Chief	Date: 12/01/2020	Other	Cc

DETAILS OF INVESTIGATION

On May 18, 2020, the U.S. Office of Special Counsel (OSC), referred to the Federal Emergency Management Agency (FEMA), Office of Professional Responsibility (OPR) a Whistleblower (WB), disclosure alleging misconduct related to American Sign Language (ASL), interpretation services provided by FEMA in response to DR-4339-PR and DR-4473-PR, Hurricane Maria and the 2019 earthquakes that impacted Puerto Rico. The WB alleges:

- FEMA failed to provide qualified American Sign Language (ASL) personnel to assist the deaf and hearing-impaired community.
- FEMA did not perform effective oversight of the performance of the contract for ASL Interpreters.
- FEMA did not provide a meaningful avenue for recipients of sign language services to make complaints or provide feedback concerning their experiences with ASL interpreters.

The WB alleges FEMA provided unqualified interpreters to the deaf and hearing-impaired community at FEMA disaster recovery centers and at other FEMA sponsored information sharing events. The WB specifically identifies three (3) areas of concern related to FEMA's response to Hurricane Maria and the 2019 earthquakes in Puerto Rico:

1. FEMA did not ensure that the ASL interpreters hired for those disaster response missions were appropriately qualified.
2. FEMA did not evaluate the quality of the services provided by the ASL interpreters to the deaf and hearing-impaired community.
3. FEMA did not provide a meaningful avenue for recipients of sign language services to make complaints or otherwise provide feedback to FEMA concerning their experiences with the ASL interpreters. [REDACTED]

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On July 10, 2020, OPR Investigators conducted a telephonic interview with the WB. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, the WB completed and returned a signed statement on the Official Declaration Form. [REDACTED] The WB provided the following information:

- WB has been a FEMA Cadre of On-Call Response Employee (CORE), since 2013.
- WB was deployed to Puerto Rico on four (4) separate occasions.
 - October 2017 – March 2018 – Duties: training newly hired Disability Integration Advisors and Surge Capacity employees.
 - July 2018 – November 2018 – Duties: Co-managed ASL/CART contract with the External Affairs Program Manager. (EA-PM)
 - August 27 – September 1, 2019 – Duties: Intergovernmental Affairs Specialist, responsible to liaise with local elected officials and Congressional Representatives.
 - January 11, 2020 – February 3, 2020 – Duties: Writer, Program Liaison Specialist, 508 compliance and accessibility advisor, ASL Interpreter contract writer, ASL Coordinator.
- WB described FEMA did not ensure the American Sign Language (ASL) Interpreters hired for disaster's DR-4339-PR and DR-4473-PR were appropriately qualified.
- WB was not involved in the review or awarding of the ASL contracts however, after the disaster transitioned to recovery mode, she acted as the Technical Monitor (TM).
- FEMA awarded TCS Interpreters, Inc. (TCSI) a contract to provide ASL services for the respective disasters on Puerto Rico.
- WB reported after awarding of the contract, the Disability Integration Coordinator, (DIA-1), appointed an employee of TCS Interpreters (TCSI-1) to schedule and oversee the hiring of local Interpreters.
- TCSI-1 interviewed local applicants at the Joint Field Office (JFO), and billed FEMA for the time. WB described this activity should have been within TCS Interpreters contractual obligations and FEMA should not have been billed for this activity.
- WB indicated TCSI should have been responsible to ensure the interpreters were qualified however, many of the 50-70 local interpreters hired to support the contract, did not meet minimum qualifications.
- WB indicated there was over-scheduling, over-billing and other discrepancies related to the interpreters, because there was no FEMA oversight.
- WB described the interpreters were scheduled to attend public events and would not interpret but would rather sit and converse with each other.

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- WB indicated she reported the discrepancies on multiple occasions to DIA-1 and Individual Assistant Group Supervisor (GS-1) and was routinely instructed to stand down.
- There were approximately 50-70 Interpreters who were over scheduling themselves.
- Many of the Interpreters did not have the skill set to communicate with a deaf person.
- Puerto Rico does not have a standard or certification requirement for interpreters however, a few may have been nationally certified.
- WB acknowledged the Americans with Disabilities Act (ADA) does not require any certification. Only that the ASL Interpreter be qualified.
- WB described the Statement of Work (SOW) within the ASL contract, directed in-house testing which DIA-1 delegated to TCSI-1.
- WB indicated leadership deferred overview and monitoring of the interpreter services to the subcontractor, leading to mismanagement and waste.
- WB indicated she made numerous complaints on the quality of services being provided related to ASL services and was told by DIA-1 and GS-1 to stand down.
- WB indicates no mechanism was in place to provide feedback or convey concerns related to the ASL services being provided by FEMA.
- WB described a scenario involving a family within the deaf and hearing-impaired community, who were denied a FEMA Individual Assistance Grant because they did not understand the FEMA Interpreter.
- WB indicated multiple people from the deaf and hearing-impaired community complained of challenges understanding the local interpreters provided.
- WB indicates the initial ASL contract was allowed to expire and FEMA transitioned from the subcontracted interpreters to FEMA staff interpreters, who were also unqualified. She voiced her concerns of this transition. [REDACTED]

[INVESTIGATOR'S NOTE: When WB returned her Federal Employee Statement Form, OPR noted it encompassed a total of 23-pages. Within the statement, WB noted numerous other complaints and grievances related to; TCS Interpreting, the local Puerto Rican Interpreters and many of her colleagues and leadership within FEMA.]

OPR obtained and reviewed the procurements that FEMA utilized to provide ASL interpretation services in support of response efforts to Hurricane Maria (DR-4339-PR) and the 2019 earthquakes (DR-4473-PR). FEMA issued several call orders off a pre-positioned Department of Homeland Security (DHS) Blanket Purchase Agreement (BPA) and awarded a "C" type contract to provide these ASL interpretation services. The ASL call orders were issued for Functional Category 3 (FC3), of the DHS Language Services strategic sourcing vehicle. [REDACTED] The DHS Language Services strategic sourcing vehicle was awarded to three (3) vendors for Functional Category 3. [REDACTED]

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Although FEMA utilized multiple types of procurements to meet its ASL interpreter requirements, this Report of Investigation will refer to all those procurements as “contracts” for ease of reference.

The BPA includes certain tiers of qualification requirements for call orders to utilize. Tier 2 requires that the interpreters: be 18 years old or older; have knowledge of vocabulary as it relates to persons with disabilities in the emergency management field; be a U.S. citizen or a foreign national who has been lawfully admitted for permanent residence, unless they will access the DHS network or intranet, under which circumstances they must be a U.S. citizen; be fluent in ASL or requested system depending on the effective communication access needed by the task orders; be certified/qualified in interpreting from English to ASL or other sign system and transliterating from ASL or other sign system to English; be registered with the Registry of Interpreters for the Deaf (RID) and hold a certification of NIC (National Interpreter Certification) or CDI (Certified Deaf Interpreter) or have a state-equivalent certification/licensure; comply with the Professional Code of Ethics established by RID or state professional ethics established by the states; have a minimum of three years of experience that involved transliterating and interpreting through the use of ASL or other sign system; and have a minimum of one year of experience that involved training program development, evaluation, or instruction in a program of training. If permitted in the Task Order Proposal Request, it is permissible for contractors to be in-house tested in lieu of certification.

The Statement of Work (SOW) attached to a contract details the requirements of that contract. Other policies and procedures, such as how a recipient of services may provide feedback on the services received are programmatic, not contractual, and are traditionally managed by the requiring program office, not placed in the SOW.

Each contract has a set period of performance. Once the period of performance ends, the contract expires. If additional services were needed beyond the period of performance of a single contract, FEMA would procure a new contract or directly provide those services itself.

Within the WB complaint states:

FEMA engaged a contractor to provide qualified ASL interpreters at FEMA disaster recovery centers and other FEMA-sponsored information sharing events in its response to Hurricane Maria and the 2019 earthquakes in Puerto Rico and that FEMA's lack of oversight of those contracts resulted in FEMA falling short of meeting its statutory obligation under section 689e of the Post-Katrina Emergency Reform Act of 2006 to provide effective and inclusive communication access to all survivors of disaster areas.

TCSI was issued the first call order to support FEMA in Puerto Rico related to Hurricane Irma. Hurricane Maria struck Puerto Rico shortly thereafter, at which time former a FEMA Contracting Specialist, sent an emergency request to TCSI seeking additional interpreters to assist in the response to Hurricane Maria. [REDACTED] TCSI was later awarded additional contracts continuing to support FEMA and continues supporting FEMA in Puerto Rico today. TCSI appears to be the contractor

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referenced in the complaint and therefore, this Report of Investigation in large part focuses on the contracts with TCSI.

On July 16, 2020, OPR conducted an interview via MS Teams with PA-1. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, PA-1 returned a signed statement on the Official Declaration Form.

PA-1 provided the following information:

- PA-1 is currently assigned to the Office of External Affairs, Language Branch at FEMA headquarters.
- PA-1 was deployed to Puerto Rico prior to Hurricane Maria impacting the island and was on the island from October 2017-February 2018.
- While deployed to Puerto Rico, PA-1 was initially assigned to establish the news desks for mainline and international media.
- PA-1 advised she was not involved in the task order to support ASL for DR-4339-PR and was only asked to approve invoices after she had demobilized from the disaster.
- PA-1 was appointed the Contracting Officer Representative (COR) for DR-4473-PR, after WB was removed.
- PA-1 was not involved in the design or development of the ASL contract or vendor selection.
- PA-1 was never in contact with nor observed the service provider for ASL services for either DR-4339 or DR-4473. Additionally, she had no oversight and/or contributing information related to the allegations noted in the complaint.
- PA-1 noted only one instance where the deaf community struggled to understand an ASL interpreter related to DR-4473, involving a press briefing. She indicated the briefing went poorly, resulting in allegations the interpreter made up signs during the press briefing.
- PA-1 reported from January 12 – December 2018, she was instructed to approve invoices related to ASL service on Puerto Rico. She reported that the WB and/or EA-1 were supposed to verify the work completed relative to the invoice before the invoice was submitted for approval.
- PA-1 noted EA-1 was responsible for review/approval of the invoices, however, was found not qualified to do so. This created a backlog and complaints from the vendor which prompted her being directed to approve them from HQ.

On July 20, 2020, OPR conducted an interview via MS Teams with CS-2. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, CS-2 returned a signed statement on the Official Declaration Form.

CS-2 provided the following information:

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- CS-2 advised she has been a FEMA employee since 2007.
- CS-2 advised she is a level 2 Contracting Officer.
- CS-2 advised she was deployed to DR-4339-PR from late 2017-2018 and was the Contract Officer for the ASL/CART contract.
- CS-2 advised the ASL contract was awarded to TCSI, who were a strategically sourced contractor within the DHS.
- CS-2 advised PA-1 was the COR for the ASL contract.
- As it relates to qualifications of the interpreters provided by TCSI for DR-4339, CS-2 advised that when the contract is submitted for solicitation, the functional category and the specific criteria is described within the solicitation. When a contractor submits a proposal, they do so with a description of whether they will be providing personnel and/or working with a partner to provide the services.
- CS-2 advised TCSI is a strategically sourced vendor within the DHS system, and has previously worked with government agencies providing interpreting services. They are aware of the importance in providing qualified personnel to meet specifics within the contract.
- CS-2 advised they are required to evaluate the performance of the vendor providing services. In this case, it was WB responsibility to report discrepancies back to the CO or the COR.
- On a few occasions WB did report back valid complaints, which CS-2 would report back to the vendor. WB on many occasions, reported critiques of the interpreters not meeting industry standards, for example that there were too many interpreters on the stage or that they were not wearing solid colors.
- CS-2 advised that if what WB told her was valid, she would contact the contractor and let them know. There were some issues that were not contractual issues that she did not pass on.
- As it related to the interpreters not being qualified; CS-2 indicated this to be a broad statement to make over a long period of time. CS-2 stated it could have been possible that 1 or 2 interpreters were not fully qualified or were not good interpreters and that if they weren't and she was notified of that, she would call the vendor and tell the vendor not to send those interpreters anymore due to performance issues. Further, to make a blanket statement the interpreters provided were not qualified, is a false statement.
- CS-2 advised it was not WB's job to evaluate the interpreters but if she witnessed something that was not correct, she was to advise the CO, or the COR. WB was her eyes/ears on the ground but it was not her responsibility to correct the interpreters.
- Related to monitoring and ensuring interpreters were arriving and performing as expected; CS-2 advised when FEMA personnel requested an interpreter for an event, the FEMA employee making the request would be the point of contact. Should a discrepancy arise

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related to the event, the employee would report back to whomever they coordinated with to schedule the interpreter.

- CS-2 advised there were no wide-spread complaints about the interpreters. She acknowledged a few incidents were reported however, many of the complaints came from WB and EA-1, who was working with WB. Those included complaints such as that they did not interpret right, were using slang, or weren't using the correct signing. These are things only another interpreter would identify.
- CS-2 advised there was no official email account or other official means to make a complaint regarding the interpreters. Any complaints would be directed to the FEMA representative at the event. Further, this was not something that would be included within the statement of work.
- CS-2 advised WB was attempting to place private industry standards on the interpreters that weren't required under the base contract. Additionally, at one-point WB demanded the contract be re-written because she said it was a piece of trash. CS-2 attempted to explain the contract to WB, and when WB continued to demand industry standards, explained that the contract was awarded by DHS and was as is until it expired, anything beyond, could not be enforced.
- CS-2 provided a series of emails and text messages reflecting the demands and challenges WB and EA-1 were requesting of TCSI-2 and her staff. [REDACTED]
- CS-2 reported the situation between WB, EA-1 and TCSI-2 necessitated a meeting with Contracting Section Chief (SCS) where SCS instructed WB and EA-1 to stand down.
- CS-2 provided a series of emails shared with her from TCSI-2 in DIA-1ating the communication between TCSI-2 and WB. [REDACTED]

On July 23, 2020, OPR conducted an interview via MS Teams with GS-1. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, GS-1 returned a signed statement on the Official Declaration Form.

[REDACTED] GS-1 provided the following information:

- GS-1 advised she is a 15-year FEMA employee promoted to her current position in March of 2020.
- GS-1 advised she was virtually deployed to Michigan on July 22, 2020.
- GS-1 advised she was deployed to DR-4339-PR, November 2017 – June 2018.
- While deployed to DR-4339-PR, she was assigned as a Disability Integration Advisor Lead.
- GS-1's duties included: Leading a group of 8 employees; 4-Reservists, 2-IM CORE and 2-American Sign Language employees:

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- WB
- American Sign Language Interpreter, (I-1)
- GS-1 advised her duties included working hand in hand with External Affairs and coordinating assistance to the disabled community. Her supervisor was DIA-1.
- GS-1 was new to the Disability Cadre and did not know anyone in the Cadre. The 8 employees she was assigned to lead, did not like each other. One specifically (WB) did not get along well with everyone.
- Specifically, WB had a problem with the local interpreters because they were not licensed however, GS-1 noted the interpreters did not have to be licensed in Puerto Rico.
- GS-1 reported the local interpreters came to her to complain about the treatment they received from WB.
- GS-1 discussed the complaints about WB to DIA-1 who advised they had previous problems with WB.
- GS-1 advised she believed WB was racist against the local interpreters.
- GS-1 advised she was not involved with hiring any of the interpreters.
- GS-1 advised on a few events she did evaluate the interpreters. When it was only WB and I-1, things were fine. When the local interpreters were involved, WB had problems with them.
- GS-1 recalls approximately 10 local interpreters. GS-1 advised she found the local interpreters very helpful. She and I-1 were meeting with members of the deaf and hearing-impaired community daily. The community seemed very happy the local interpreters were assisting and could engage with them.
- GS-1 advised all the local interpreters she worked with were very good and very helpful.
- GS-1 advised she believed FEMA did a good job while she was there supporting the deaf community.
- GS-1 advised being new to the Cadre, I-1 was very helpful to her however, she had to counsel WB because WB could not get along with people.
- GS-1 provided a series of email correspondence reflective of some the challenges she encountered with WB. [REDACTED]

On July 24, 2020, OPR conducted a telephonic interview with TCSI-2. The interview was documented on a Memorandum of Activity (MOA). [REDACTED] TCSI-2 provided the following information:

- TCSI-2 has been with TCSI for 12 years.
- TCSI has been awarded over 100 federal contracts.
- TCSI is currently serving four (4) active contracts to include support to FEMA related to DR-4473-PR.

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- TCSI was awarded a contract to support FEMA's response to Hurricane Maria.
- Puerto Rico does not recognize national certifications for sign language.
- The deaf and hearing-impaired community on Puerto Rico have varying levels of sign language skills and in some areas, their own home language.
- On initial response to Hurricane Maria, a highly qualified local interpreter TCSI-1 was hired to screen, test and select qualified Interpreters.
- No FEMA interpreters were on the island until 8-12 months into the disaster response.
- Working with TCSI-1 and DIA-1, they established the initial ASL program which was working very well.
- DIA-1 ensured ASL services were provided to anyone who needed them.
- After DIA-1 demobilized, EA-1 was brought in as her replacement and began making changes to the established program.
- EA-1's actions created disagreement and conflict among the local interpreters and the FEMA interpreters. She indicates the conflicts caused some of the interpreters to withdraw because they did not want to work for EA-1. [REDACTED]
- TCSI-2 indicated that EA-1 made complaints and demands of the interpreters, which TCSI-2 discussed with CS-2.
- TCSI-2 spoke to CS-2 on multiple occasions to request intervention with EA-1.
- Eventually, TCSI-2 contacted Supervisory Contract Specialist (SCS) who intervened with CS-2
- TCSI-2 indicated she would provide to OPR criteria related to the qualifications of the interpreters.

On July 24, 2020, OPR conducted an interview via MS Teams with American Sign Language I-1. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, I-1 completed and returned a signed statement on the Official Declaration Form. [REDACTED] I-1 provided the following information:

- I-1 was deployed to Puerto Rico to support DR-4339 from November 11, 2017 – March 30, 2018.
- While deployed to Puerto Rico, I-1 worked within the Disability Integration Division, supporting Branch II, and providing interpreting services to survivors.
- I-1 has been an ASL interpreter for approximately 30 years.
- I-1 was not involved in developing the interpreting program related to DR-4339.
- I-1 advised one other FEMA interpreter was assigned to Branch II; WB.
- I-1 was not sure how many other FEMA interpreters were on the island but was aware of contract interpreters, though he had no knowledge of how many.

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- I-1 advised initially FEMA staff were not providing a lot of interpreting services. Occasionally, they interpreted for meetings but were not sure any deaf persons were in attendance.
- I-1 advised he rarely observed the work of the locally hired interpreters but did recall one who he thought was unqualified and could not do the job. The other's he saw he believed were qualified.
- I-1 was not aware of complaints about ASL services nor where those would have been communicated. He further indicated that is not typical of the deaf community in general.
- I-1 advised he was not aware of a lot of oversight of the local interpreters nor did he have knowledge of evaluations being conducted on their abilities.
- I-1 advised a couple of FEMA interpreters; WB and EA-1, would degrade and berate the local interpreters. Both referred to the locals as signers, which he indicated is an attempt to degrade them.
- I-1 advised the deaf and hearing-impaired community on Puerto Rico had their own manner and cultural forms of sign language. Some of the local interpreters he spent time with could communicate with them because of the native form of signing.
- I-1 advised WB believed she was successfully communicating with residents because she was using ASL. However, many locals had their own manner of translation in which only locals knew and could communicate successfully.
- I-1 advised that WB measured the local interpreters by how you would assess an interpreter in the States, which is very different than how you assess an interpreter in Puerto Rico.

On July 24, 2020, OPR conducted an interview via MS Teams with EA-1. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, EA-1 completed and returned a signed statement on the Official Declaration Form. [REDACTED] EA-1 provided the following information:

- EA-1 advised she was deployed to DR-4339 from May - October 2018.
- When she arrived, the ASL contract was expiring and being transitioned from Disability Integration to External Affairs.
- EA-1 advised she was assigned to re-write portions of the SOW because there were discrepancies.
- EA-1 advised she changed the SOW to High Risk and modified the sections related to travel and qualifications related to the interpreters.
- EA-1 stated the modifications related to qualifications indicated the interpreters must be qualified and only one (1) had maybe an advanced certification, the others were required to demonstrate ability.

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- EA-1 stated the contractor was not able to meet the requirements and only she and WB seemed to complain about this.
- Asked how she ensured the interpreters were qualified; EA-1 indicated when possible, she would attend events to monitor and assess the quality of services. Additionally, when scheduling an interpreter to an event, she would work with the contractor to ensure a qualified interpreter was assigned to each event.
- EA-1 advised she found many of the interpreters were not qualified and this was because the Blanket Purchase Agreement (BPA) was not written well.
- EA-1 advised none of the three (3) contractors within the BPA were qualified.

When EA-1 returned her Official Statement, she added additional information. Specifically, EA-1 described her disagreement and conflicts with DIA-1. She also indicated DIA-1 allowed the ASL contract to expire and as the Subject Matter Expert (SME), she (EA-1) was not allowed to review the Statement of Work. After the ASL contract was transitioned to External Affairs, EA-1 states she corrected many of the flaws and inefficiencies and everything improved. EA-1 also indicated PA-2 ignored her recommendations and sent other unqualified interpreters to Puerto Rico. EA-1 stated after she and WB left Puerto Rico, there were no qualified interpreters remaining to manage the interpreting services, leaving a very dissatisfied deaf community.

[INVESTIGATOR NOTE: As it relates to the additional information EA-1 provided, OPR found some of her statements were contrary to information and statements provided by others:

- EA-1 was deployed to DR-4339 in May of 2018, the ASL contract transitioned to External Affairs in January 2018.
- DIA-1 reported she continued to oversee the ASL contract as a courtesy, until February 2018.
- The ASL contract expired in/around May-June of 2018.
- PA-2 advised he was not in Puerto Rico at that time and had no knowledge of the ASL contract expiring or in need of renewal.
- CS-3 reported the two (2) SOW's within the contract were as a result of awaiting External Affairs review and modification requests from EA-1.
- EA-1 states she corrected many of the flaws and everything improved; this is contrary to statements from TCSI-2, CS-2 and SCS.]

On July 28, 2020, OPR conducted an interview via MS Teams with I-2. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, I-2 completed and returned a signed statement on the Official Declaration Form.

I-2 provided the following information:

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- I-2 advised she is currently deployed to Puerto Rico in support of DR-4473 – the earthquakes.
- I-2 advised in February she began assisting Theresa Jones with the current ASL contract. She took over for Jones in March and her duties/responsibilities included coordinating with the CO and the COR, and requesting interpreters from the contractor (TCSI) when an interpreter is needed
- I-2 advised the current interpreters are provided by TCSI and to her knowledge must be at minimum level Tier 2.
- I-2 was unaware of any requirement for evaluations of the interpreters however, the Contract Officer Representative (COR-2), had asked her to attend and evaluate the interpreters. COR-2 has also sat in on Zoom conferences to evaluate the interpreters and I-2 advised no concerns or problems have been noted.
- I-2 advised there is currently a FEMA email account where requests, complaints and other information can be sent regarding ASL services.
- I-2 advised in her assessment, the ASL services FEMA is providing to the deaf and hearing-impaired community appear to be positive.
- I-2 advised of an incident she was made aware of which occurred before she arrived in Puerto Rico; some of the FEMA interpreters had become friends with many of the local interpreters during response to Hurricane Maria. Through Facebook, a video was shared within the interpreter's group of a press conference involving the Governor of Puerto Rico. The video reflected a FEMA employee providing sign language during the press conference. The interpreter was utilizing an earpiece to have Spanish translated to English. The deaf community noted the interpreter being repetitive and not providing critical information about the earthquakes being conveyed by the Governor. It appeared the interpreter was not able to adequately sign. I-2 stated the incident created a concern within the deaf community on Puerto Rico and a mistrust of FEMA in general.
- I-2 advised other than the mishap during the press conference, everything she has observed regarding the ASL services has been very good.

[INVESTIGATOR'S NOTE: OPR was provided a link to the web site: <https://thedeafreport.com> reflecting an article posted on January 11, 2020, titled "*Puerto Rico Fake Interpreter Strikes*" which appears to reflect the information shared by I-2.] [REDACTED]

On July 28, 2020, OPR conducted an interview via MS Teams with DIA-1. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, DIA-1 completed and returned a signed statement on the Official Declaration Form. [REDACTED] DIA-1 provided the following information:

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- DIA-1 advised she was deployed to Puerto Rico in support of Hurricane IRMA in August 2017. She remained to support Hurricane Maria through June 2018.
- While supporting Maria, she was assigned as a Disability Integration Advisor-Lead.
- DIA-1 was not involved in the writing of the ASL contract, however, was assigned as the Program Manager. Duties in that roll included:
 - Ensuring interpreters were available to the over 100 Disaster Recovery Centers (DRC), Branches and to the deaf and hearing-impaired community.
- The contractor awarded the ASL contract was TCSI.
- DIA-1 advised hiring and providing interpreters was the responsibility of the contractor. She was not involved in that process.
- DIA-1 advised the deaf community in Puerto Rico demanded interpreters be local hires who were trilingual, knew the Puerto Rican culture and local sign language. This created some challenges.
- DIA-1 advised FEMA attempted to later hire local interpreters on staff however, they could find none and the contractor was paying more money.
- DIA-1 acknowledged she was not certain of the qualifications required of the interpreters however, recalled the uniqueness of the needs to the deaf and hearing-impaired community in Puerto Rico.
- DIA-1 stated approximately 20-30 interpreters were available and with those, she had to accommodate coverage to each of the over 100 DRC's on the island.
- DIA-1 advised she coordinated with TCSI's representative to schedule two (2) interpreters to each DRC for a 2-4-hour period. A public announcement was put out to the deaf community notifying when an interpreter would be at their respective local DRC.
- The interpreters were rotated to DRC's within the communities closest to their homes.
- DIA-1 advised there was no official mechanism in place to evaluate the interpreters however, the DRC Managers as well as the External Affairs Leads were the FEMA representatives to observe the interpreters on site. Should problems arise regarding the interpreters, they would convey those back to the Disability Advisor Lead.
- As it related to recipients having an avenue to share feedback, complaints, or other comments. DIA-1 advised each FEMA External Affairs announcement provided a number to call if survivors had concerns or other issues needing attention. She added, FEMA provided various ways to report complaints of survivors through various mechanisms.
- DIA-1 advised the ASL responsibilities transitioned to External Affairs in February of 2018.
- DIA-1 advised she believed FEMA provided adequate ASL services to the community in Puerto Rico in support of FEMA's response to Hurricane Maria.

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- DIA-1 provided documents presented to her related to concerns of providing adequate accessibility at the DRC's raised by WB. Those e-mails state that FEMA and the Office of Equal Rights had not received any complaints for DR-4336-PR and DR-4339-PR regarding the provision of interpreter services, that the Region has not received or expressed any concerns with the provision of interpreter services, and that the Commonwealth had not received any complaints. The e-mail states that External Affairs had been very satisfied with the services provided and explained that WB's complaint regarding FEMA jargon was being addressed by setting aside time for the interpreters to come in for a FEMA jargon training to support their skills. [REDACTED]

On August 11, 2020, OPR conducted a telephonic interview with CS-3. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, CS-3 completed a signed statement on the Official Declaration Form. [REDACTED]

[REDACTED] CS-3 provided following information:

- CS-3 advised she is a Contract Specialist/Contract Officer and has been employed with FEMA since the Fall of 2015.
- CS-3 advised she was deployed to DR-4339-PR, in May of 2018, and asked to update the expiring ASL contract.
- CS-3 was to update a contract for ASL to provide services to the community, she indicated another contract for ASL was in place to service internal FEMA employees.
- CS-3 advised there were parameters in place via the current BPA, which assisted in streamlining the process. CS-3 reviewed the BPA and developed a task order proposal request, which was sent to the three (3) eligible contractors. Only two (2) contractors submitted bids.
- CS-3 advised there were challenges developing the criteria for interpreters because Puerto Rico does not certify interpreters in the same manner as within the CONUS. This was highlighted when one of the eligible contractors did not submit a bid because they knew it would be nearly impossible to acquire certified interpreters located in Puerto Rico. Additionally, the interpreters needed to be trilingual; capable of signing in Spanish and English. She was instructed to award the contract understanding those challenges and the best they could find would be hired.
- CS-3 also indicated FEMA employees were advocating to hire local interpreters as FEMA employees however, they would have had to take a pay cut. Therefore, the hiring of the interpreters was left to the contractor to manage.
- CS-3 advised the contract was awarded to TCSI and was to initially run for a month. Multiple Modifications were executed, and at some point, CS-2 took over as the Contract Officer.

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- Regarding her knowledge of the interpreter's qualifications, CS-3 stated the BPA indicates the interpreter's must be certified and there was a lot of discussion about certifications. Many of the interpreters in Puerto Rico were not certified because certifications are not required there. There was a need for trilingual interpreters, they left this to TCSI to facilitate fulfilling the requirements within the contract.
- CS-3 advised the Contract Officer Representative (COR), was PA-1, who was not on the island but rather in Washington, DC.
- PA-1 was only to report to her if there were issues regarding the contractor's performance in providing adequate services. She was not made aware of any issues while in Puerto Rico or after.

[INVESTIGATOR NOTE: The COR appointment letter indicates the COR is to be on-sight monitoring the overall contractor performance; in addition to reviewing invoices and payments. PA-1 reported she was asked to approve invoices for DR-4339, around March of 2018, after she had demobilized. She coordinated with DIA-1, who was the program representative on the ground.]

- As it related to FEMA not performing effective oversight of the performance of the ASL/CART contract, CS-3 stated she is unaware whether that is the case.
- As it related to FEMA not ensuring the ASL Interpreters were appropriately qualified; CS-3 stated she was not sure they should have been doing that and this should have been done by the contractor. She was not made aware the contractor was failing to provide services as required in the contract.
- As it related to FEMA not evaluating the quality of services provided by the ASL interpreters, CS-3 stated she could not speak to that subject but was not aware that was the case.
- As it related to FEMA not providing a meaningful avenue for sign language recipients to submit complaints or give feedback. CS-3 advised she was not aware of whether any formal avenue was available or not.
- CS-3 indicated she was never made aware the services related to the ASL contract were failing and/or were not being provided as stated within the terms of the contract or Statement of Work (SOW). Further, this would have been the responsibility of the COR and the program office. If this information is not conveyed to the CO, they cannot do anything about it.
- CS-3 indicated CS-2 took over the ASL contract as of June 2018.

[INVESTIGATOR NOTE: After reviewing the call order and call order modifications for which CS-3 was the CO, I spoke to CS-3 on November 16th to determine why the SOW was replaced. CS-3 explained that the SOW was replaced because EA-1 wanted a new SOW that removed the interpreter

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screen process from the contractor and placed that responsibility with the EA Office and EA-1, giving her more control over the interpreter program. The other qualifications requirements remained the same, including the use of in-house testing to replace the certification requirement for Tier 2 interpreters.]

On August 13, 2020, OPR conducted an interview via MS Teams with COR-1. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, COR-1 completed and returned a signed statement on the Official Declaration Form. [REDACTED] COR-1 provided the following information:

- COR-1 advised he became a FEMA local hire as a result of FEMA's response to Hurricane Maria in November 2017.
- COR-1 worked in multiple different sectors within FEMA eventually earning his certification as a Contract Officer Representative (COR).
- One of COR-1's first assignments as a COR, was the ASL contract for the Equal Rights Office in response to DR-4339-PR in June of 2018.
- COR-1 advised Deaf Access Solutions (DAS), was the contractor. Their mission was providing ASL support to internal FEMA employees.
- COR-1 advised he was also requested to take over the ASL contract for the External Affairs office for a brief period. The External Affairs ASL contract was supported by Prescient Technologies who supported ASL services for FEMA's external public relation events.
- COR-1 advised during his tenure as the COR for each of the contracts he only recalled one incident of complaint regarding interpreters. COR-1 advised the ERO office provided an interpreter to a FEMA employee who was hard of hearing. The employee's supervisor, not the employee receiving the ASL services, reported he/she was an interpreter and reported the interpreter provided was not interpreting correctly. Specifically, the supervisor indicated the interpreter was not saying exactly what was being said in the meeting. COR-1 indicates they exchanged the interpreter on two (2) occasions however, the supervisor made the same complaint.
- COR-1 advised he then involved his supervisor and other involved personnel. Eventually, COR-1 was advised by Operations that they had experienced similar encounters with the same supervisors and to forget about it because those supervisors had been sent home.
- COR-1 advised the complaints involved DAS and he provided emails reflective of the issues. [REDACTED] The complaints referenced in the e-mails were from WB and involved WB directing the interpreters not to communicate with the survivors to determine their signing preferences and sign language expectations and involved WB directing the interpreters not to use Puerto Rican signs and directing the interpreters as to which signs they were allowed to use. The e-mails indicate that WB and EA-1 did not have the authority to direct the

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interpreters in how to sign for the individuals for whom they were interpreting. COR-1 advised once this situation was resolved, he had no further complaints regarding interpreters.

- COR-1 advised he was not qualified to monitor and/or evaluate the interpreters, as he does not know sign language. When the ERO office requested an interpreter, he requested they monitor the interpreter's time and if they performed as needed.
- Other than minor complaints such as arriving late or to the wrong location, COR-1 advised he did not receive complaints regarding interpreters.
- COR-1 advised he was only the COR for Prescient Technologies for a short time. He recalled they were a small company with limited personnel making some things a challenge however, he left for his next assignment and was not deeply engaged. Contract Specialist, Ralph CS-4 took over for him.

On August 14, 2020, OPR conducted an interview with COR-2 via MS Teams. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, COR-2 completed and returned a signed statement on the Official Declaration Form. [REDACTED] COR-2 provided the following information:

- COR-2 is currently deployed to Puerto Rico in support of DR-4339, DR-4473 and DR-4493.
- COR-2 advised he was the COR for the ASL contract awarded to Prescient Technologies from January 10, 2020, until the closeout in April 2020.
- COR-2 is currently the COR for the ASL contract involving TCSI.
- COR-2 was assigned to the TCSI contract on February 24, 2020.
- The current Contract Officer for the TCSI contract is Sharon CS-5.
- The current Project Officer for TCSI is Laura I-2.
- COR-2 advised he was not aware of the qualifications for the interpreters, as that is part of the contract and the SOW, which describes what qualifications are necessary and that is what the contractor must provide.
- COR-2 advised that the Project Officers work on the day to day operations and monitors the contractor and observe everything going on. He mostly gets involved with the invoices.
- When asked whether he or the Project Officer complete quality assessments of the contractor, COR-2 advised that he has not been instructed to do that and that he does not know sign language so he could not know how they are performing.
- I-2 would be better to provide an assessment of the contractor's performance because she does the day to day oversight.
- COR-2 advised he is not aware, nor has he received complaints about the services being provided by the interpreters.

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On August 18, 2020, OPR conducted a telephonic interview with SCS. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, SCS completed and returned a signed statement on the Official Declaration Form.

SCS provided the following information:

- SCS was deployed to DR-4339, in late August of 2017 and was deployed for 50 weeks.
- While deployed to DR-4339, SCS served as a Contracting Manager, managing contracting personnel and assigning work to the Contracting Officers.
- SCS advised the COR is responsible for overseeing the contracted work and the CO, is responsible for the overall performance. As the Contracting Manager, she would not be deeply involved with the contractor performance or day to day issues. However, she did recall the ASL contract and indicated there was a lot of drama and personality conflicts between two (2) members of the External Affairs program. The issues were so bad the contractor wanted to quit. SCS indicated she could not recall ever having previous problems with ASL contracts on other disasters.
- SCS recalled there were two (2) ladies who were alleged by the contractor to be harassing the ASL staff and it required she and CS-2 to call a meeting with the ladies.
- SCS could not initially recall the names of the ladies involved. She later recalled last names; EA-1 and WB.
- SCS described the process for awarding the ASL contract. She described there are times when they must go out and locate vendors and submit new bids. There are also Strategic Sourcing contracts which have previously been bid out. There were three (3) ASL vendors who were eligible to bid on the contract for DR-4339.
- SCS attempted to assign contracts to the CO who has the most knowledge of the service being solicited. In this case she appointed CS-2 to the ASL contract.
- Regarding allegations FEMA did not ensure the interpreters provided to support DR-4339 were properly qualified; SCS described the vendor is responsible in ensuring the people they provide are qualified.
- Regarding allegations FEMA did not monitor the performance of the contractor; SCS advised this was not something she would be involved in and further, she did not recall ever hearing that. If this were the case it should have been brought to the attention of CO by the COR.
- Regarding allegations of complaints or discrepancies involving the contractor and/or the interpreters; SCS advised this would not normally be brought to her attention. However, she recalled the ladies who ended up managing the contract (WB/EA-1) there was a lot of drama between them and the contractor. The ladies were attempting to force the contractor to do things that were not within the contract. During the meeting she reiterated they could not instruct the contractor to do things which were not within the contract.

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- SCS described they had worked with the contractor previously and if there had been major problems, they would have terminated the contract.
- SCS concluded indicating the COR is responsible to oversee the contractor. She only recalled the ladies (WB/EA-1), were "*a little extra*" and there was confrontation. If there were discrepancies with the people the contractor put in place, she was not made aware of it and if she had been, she would have addressed it with CS-2.

On August 18, 2020, OPR conducted an interview with CS-4, via MS Teams. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, CS-4 completed and returned a signed statement on the Official Declaration Form. [REDACTED] CS-4 provided the following information:

- CS-4 is currently deployed to Saipan in support of DR-4404, assigned to manage the contract related to the permanent housing construction.
- CS-4 advised he was deployed to Puerto Rico in support of DR-4339, from June 2018 – October 2019.
- Initially, CS-4 was the sole Contracting Officer on Puerto Rico managing multiple contracts.
- CS-4 recalled managing the ASL contract awarded to Prescient Technologies. The contract was in support of FEMA personnel in need of sign language services.
- CS-4 recalled an internal FEMA discussion regarding the qualification of the interpreters. He indicated the interpreters were only required to meet the standards set within Puerto Rico, which were different than those within the states.
- The contractor hired local interpreters, those certified by Puerto Rico standards. As such, those interpreters were not versed in FEMA acronyms and other internal verbiage. This caused some issues with keeping up when signing. To address the issue, they enlisted someone from HQ, to come in and work with the interpreters.
- CS-4 stated he only recalled one situation where a complaint was made regarding the interpreters. The complaint came from a female FEMA employee, he could not remember her name however, she felt the interpreter assigned to assist her section could not keep up. CS-4 explained to her that they were qualified to the level required for Puerto Rico. When they attempted to discuss the complaint, the employee wanted to refer CS-4 to an interpreter she worked with in Florida and wanted to know why interpreters could not be brought in from the continental United States.
- To ensure that the interpreters could keep up, CS-4 advised that FEMA brought in someone from headquarters to ensure that the interpreters were familiar with FEMA acronyms and other terms.

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- CS-4 stated interpreters were attending multiple meetings and he could not recall any other complaints about the interpreters.
- CS-4 also recalled providing interpreters to the Governor's office, who were very happy with the services of the interpreter.
- CS-4 indicated if a recipient wished to complain, the normal process would have been for them to go to the ERO office, who would then contact him. If the concern was contract related, they would sit down and attempt to straighten it out. In the case of the internal complaint, they attempted to provide the employee with the interpreter requested. Additionally, any other complaints would have gone to the FEMA representative on site.
- CS-4 indicated other than the one internal complaint, he felt everything related to the ASL contract was smooth.
- CS-4 indicated Prescient Technologies always met the requirements within the contract and went above to assist when requested to attend unscheduled events always meeting their needs.

On August 20, 2020, OPR conducted an interview with CS-5, via MS Teams. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, CS-5 completed and returned a signed statement on the Official Declaration. [REDACTED] CS-5 provided the following information:

- CS-5 advised she has been employed with FEMA for 9 years, she previously retired and returned.
- CS-5 advised she was physically deployed to support DR-4473 in Puerto Rico from January 16, – March 17, 2020. Since April 17 she has been supporting via virtual deployment.
- CS-5 served as the Contracting Officer for the ASL contract related to DR-4473.
- The current Contract Officer Representative is COR-1. There was also a Task Manger, I-2, who recently demobilized.
- CS-5 advised she could not address allegations regarding FEMA failing to provide effective oversight of the ASL contract. She explained that when she awards a contract, it is awarded based upon the strategically sourced contract and the qualifications would be addressed within the master BPA. The Contract Officers submit a call order to the approved vendors who can provide all services needed. Usually the lowest bid is awarded the contract.
- CS-5 stated she believed the allegation is incorrect as she has not received any input from I-2 or COR-1 concerning complaints involving the contractor or the interpreters. If there were complaints, they would be required to convey those to her.
- CS-5 advised she has not been made aware of any discrepancies related to the items described within the complaint. She has not been notified of any discrepancies or concerns related to the ASL contract related to DR-4473.

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On August 21, 2020, OPR conducted an interview with COR-3, via MS Teams. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, COR-3 completed and returned a signed statement on the Official Declaration Form. [REDACTED] COR-3 provided the following information:

- COR-3 is currently deployed to DR-4404-Saipan.
- COR-3 advised he was deployed to DR-4339 from October 2017 – September 2018, and again from August 2019 - November 2019.
- COR-3 advised the ASL contract was one of the contracts he was assigned to oversee on his second deployment.
- COR-3 advised as the COR, he was only to review invoices. The oversight of ASL performance was being conducted by a Task Manager designated by the Disability Integration Office. The Task Manager would oversee and report to the COR, if there were discrepancies.
- COR-3 advised the Interpreters were not hired by FEMA; they were provided by the contractor.
- Regarding complaints involving the interpreters, COR-3 advised he heard about some issues of people complaining about someone on television providing incorrect signing. (This appears to be in reference to the Governor press conference in January 2020)
- There were also a couple interpreters who did not perform proficiently, this was reported back to the contractor and a request was made not to return those interpreters.
- Other than the concerns noted above, COR-3 was not aware of other complaints and/or issues regarding the interpreters.
- COR-3 could not recall the names of the contractors however, recalled there were two and one was replaced while he was there.
- COR-3 advised the Task manager and/or the program office would monitor/evaluate the performance of the interpreters. If there were any complaints, those would be reported to the Task Manager who would report the complaints to the COR.
- COR-3 advised prior to him the COR for the ASL contract was Charlotte Gaspie.

[INVESTIGATOR NOTE: The COR appointment indicates the COR is authorized to: Monitor the performance of the subject Contractor; obtain any deliverables provided by the contractor; discuss any performance problems with the Contractor; and review/approve and perform any payment of invoices. COR-2 indicates he was reviewing/approving invoices while the Disability Integration Office personnel monitored the performance of the interpreters.]

On August 26, 2020, OPR conducted an interview with I-3, via MS Teams. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the

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conclusion of the interview, I-3 completed and returned a signed statement on the Official Declaration Form. [REDACTED] I-3 provided the following information:

- I-3 has been a Reservist with FEMA since 2014.
- I-3 advised her parents were deaf and she therefore, learned sign language at a very early age.
- I-3 was deployed to DR-4339 from September 2018 – May 2019.
- I-3 advised she was assigned to the Office of Equal Rights stationed at the Joint Recovery Office (JRO).
- I-3 was part of a team who would be assigned to go into the community and interpret for survivors.
- Additionally, they also translated and made public information videos related to emergency preparedness which were posted online for the deaf community.
- I-3 advised a total of 8 FEMA interpreters were there also.
- I-3 advised she heard through rumor, that WB was making it difficult for the contract interpreters and encouraging FEMA to discontinue the use of local interpreters. This made it very difficult because the community was upset with FEMA for ending the support of the local interpreters.
- I-3 advised ASL interpreting varies based upon culture and though Puerto Rico recognized ASL, the people in Puerto Rico have their own sign language, as well as cultural norms and expectations non-Puerto Ricans are unfamiliar with.
- I-3 advised she does not speak Spanish and the survivors only use English when they must. Therefore, they required trilingual interpreters, which was what the local interpreters provided.
- I-3 also explained there are many signs within Puerto Rico which are not the same as ASL. This created difficulties for the survivors to communicate with the FEMA team of interpreters in translating Spanish to English.
- I-3 advised she worked with the local interpreters on many occasions. When out in the community the local interpreters assisted them with communicating with the locals \ The local interpreters were a huge help she stated.
- I-3 stated in her estimation, the local interpreters would have met the requirements necessary within the American Disabilities Act (ADA). They were trilingual, qualified, helpful, and assisted in understanding the local culture.
- I-3 advised after the ASL contract expired, the FEMA interpreters did the best they could however, it would have been better to have worked together with the local interpreters and WB advocated against that.

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- As it relates to the allegation of FEMA not providing an avenue for recipients of sign language to submit feedback. I-3 described she felt this was true because FEMA does not understand what interpreters do or what the needs are of the deaf community. She indicated a system should be in place where people could go to advocate for themselves to get the services, they required from FEMA to recover fully, such as an e-mail.
- As it related to complaints made about the ASL services provided by FEMA. I-3 stated the only complaints she was aware of were made against the FEMA interpreters, not the contractor local interpreters. Specifically, she indicated it was her understanding that a formal complaint was filed against WB and EA-1 by the deaf community.
- I-3 described she felt they did the best they could, but the local contractor interpreters were much more qualified to communicate with the community than those brought in by FEMA. She believed it was WB who pushed to eliminate the local interpreters and overheard her talking about this to a supervisor.
- I-3 advised WB had a conflict with the contractor's designated manager.
- I-3 indicated WB could be a real bully and very mean as such, she feels FEMA made it difficult for the people of Puerto Rico when the local interpreters were removed.
- I-3 stated that FEMA did bring in a Certified Deaf Interpreter (CDI), which was vital; however, it would have been best to use a team encompassing FEMA personnel and the local contractor interpreters.
- FEMA's failures were in not using the local interpreters to provide services to the deaf and hearing-impaired survivors.

On September 3, 2020, I-4, agreed to a telephonic interview with OPR. This interview was documented on a MOA. [REDACTED] I-4 advised she was employed with FEMA from October 16, 2016 – September 14, 2019. I-4 was deployed to DR-4339-PR, on two occasions:

- November 2017-March 2018 assigned to the Disability Integration Section.
- September 2018 – September 2019, assigned to the External Affairs Section.

On both deployments, I-4 served as an interpreter. As it relates to her experience with those deployments and the allegations, I-4 provided the following information:

- During both deployments, I-4 worked with the local interpreters, more so on the 2nd deployment.
- FEMA did not require that FEMA interpreters were nationally certified, nor were the contracted interpreters and this is true for all disasters.
- Contract interpreters were from Puerto Rico, she was not sure what the screening process was.

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- Most of the local interpreters were very good and invaluable to the operation. There were a few interpreters who were not capable, and she notified the COR and her leadership to pass that along to the contractor.
- The contract did change at some point, but the interpreters came from the same pool of local interpreters.
- There are no certifications for trilingual interpreters, nor do they offer a Spanish interpreter certification at the national level. Therefore, the interpreters might not be certified because they are interpreting from Spanish to ASL.
- FEMA had no trilingual interpreters so they could not accurately screen or assess the trilingual interpreters.
- I-4 stated without the local interpreters, she would not have been able to do her job.
- I-4 stated she went to several professional development workshops on her own time and often saw many of the local interpreters there also.
- I-4 stated she had no access or knowledge of any formal complaints made of the interpreters however, recalled an incident involving a FEMA employee which was elevated to the national level. This incident occurred after she had demobilized from Puerto Rico. She described a FEMA interpreter had been deployed to Puerto Rico to provide sign language during a press conference. The press conference was in Spanish and the FEMA interpreter was not trilingual. The interpreter went against best practices and did the press conference with no team in place. The Deaf community was upset with the interpreter's lack of cultural sensitivity and cultural knowledge during the press conference. I-4 identified the FEMA interpreter involved in the press conference as [REDACTED] WB.
- I-4 advised she demobilized in March 2018. Shortly thereafter in May, she believed the ASL contract ended and FEMA deployed internal interpreters to Puerto Rico. I-4 indicated she was told that WB and [REDACTED] EA-1 were managing the interpreters at that time. Through word of mouth via contacts she had made within the interpreter community in Puerto Rico, she learned that things became very contentious involving FEMA and the Deaf community. I-4 was unaware of what had transpired between FEMA and the Deaf community after demobilizing however, she was deployed to Puerto Rico again in September 2018. When she arrived, relationships were very contentious with the Deaf community. WB gave FEMA interpreters very strict guidance she did not want FEMA interpreters interpreting with the local Deaf community or the local contractor interpreters. WB spoke very poorly of the local interpreters and said they weren't certified and was very clear, she did not want them to interact with the local interpreters at all. I-4 described this was very unfortunate because the local interpreters were very helpful, and she did not follow WB's direction. I-4 indicated the local interpreters

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were very kind, friendly and assisted her with the cultural adjustments and she formed close bonds with many of them.

- I-4 shared that she has both a Bachelor and Master's degree in interpreting and is a certified interpreter. A lot of the decisions WB made she did not agree with. She found WB was not open to collaborating with others and liked to be the one calling the shots. WB was closed off to hearing anyone else's perspective. I-4 stated WB has contentious relationships with colleagues within FEMA as well as, within the Puerto Rican Deaf community and the local interpreters.
- I-4 indicated the local interpreters provided better services to the local deaf community than the FEMA interpreters were able to because they were trilingual.
- I-4 advised Ricardo Ortiz TCSI-1 (who was identified by WB as being appointed by DIA-1 to oversee the ASL contract), was a student at Gallaudet University when she was a student there also. I-4 advised TCSI-1 was a very qualified interpreter and was also trilingual.
- I-4 confided she provided to several of her peers; local Puerto Rican interpreters; the contact information for the Civil Rights/Civil Liberties Divisions within DHS, so they could submit a complaint against WB for her activities related to the Governor's press conference.
- I-4 advised within each of the DRCs in Puerto Rico, there was signage directing survivors where they could call to discuss their rights and/or complaints.
- I-4 indicated she disagreed with the specific nature of the complaint and it seemed to be a sweeping generalization of all the interpreters. She stated most interpreters were qualified however, there were some who were not as qualified, and that even included some of the FEMA Interpreters.
- I-4 provided OPR contact information for two local Puerto Rican Interpreters who she feels could provide information related to this review.

On September 10, 2020, OPR conducted a telephonic interview with TCSI-1. This interview was documented on a MOA. [REDACTED] TCSI-1 provided the following information:

- TCSI-1 advised he holds the following degrees and certifications related to Interpreting:
 - Masters in Interpreting from Gallaudet University
 - National Interpreting Certification from the Registry of Interpreters for the Deaf (RID)
 - Advanced Trilingual Certificate from the Texas Board for Evaluation of Interpreters (BEI)
 - TCSI-1 is currently working on his PhD from Gallaudet University.
- TCSI-1 was employed as a private contract interpreter by TCSI in September of 2017, to assist in FEMA's response to Hurricane Maria. Initially, TCSI-1 was assigned by TCSI to

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provide interpreting services for one (1) internal FEMA employee. Shortly thereafter, TCSI-1 received an emergency request from TCSI to locate twenty (20) additional interpreters. TCSI-1 advised he started contacting those interpreters he knew personally and were working with other companies. TCSI-1 advised he immediately located seventeen (17) interpreters who each lived on different parts of the island. This was critical he stated because the storm had damaged roads, bridges, phone lines and internet connectivity making it nearly impossible to get around the island and/or communicate. He deployed those interpreters to communicate with the deaf within each region and/or community. He also advised Hurricane Maria caused so much damage all over the island, the interpreters were asked to go out into the deaf community to provide essential and immediate needs.

- TCSI-1 advised that after he located the initial group of interpreters, he was asked to be the representative and scheduler for TCSI working with DIA-1 within FEMA's Disability Integration Section. TCSI-1 further described during the initial response phase, only the initial seventeen interpreters were used to interpret. When they went into the recovery phase and the DRCs began to open, he began running out of interpreters. TCSI-1 explained he then began getting referrals from the other interpreters and created a screening process to hire additional interpreters. With assistance from the original group of interpreters, TCSI-1 had the new interpreters video recorded so he could evaluate their performance. He indicated there were a few that did not know English and did not feel comfortable translating from Spanish to English; however, they could communicate with the local deaf community very well. Those interpreters had difficulties translating the FEMA documents and information from ASL English to Spanish.
- TCSI-1 advised within the initial response phase there was no mechanism to submit complaints about the interpreters because there were no DRCs. Once the DRCs were stood up, any complaints would be submitted to FEMA personnel within Disability Integration. The survivors were also encouraged to speak to the DRC manager if they had complaints about the interpreters, equipment, or other services.
- TCSI-1 advised sign language in Puerto Rico is very complex. Puerto Rico does have ASL, but the deaf community in Puerto Rico uses a dialect of ASL, they do not use American ASL. He further explained that within Puerto Rico there are a lot of signs unique to Puerto Rico. Although no research has been conducted to confirm, TCSI-1 advised some of the signs are believed to have originated during Colonial times. Additionally, a lot of times when deaf people sign in Puerto Rico, they use Spanish mouthing so when they read lips, they read it in Spanish not English. When you move into the mountains and different isolated areas of the island, there are communities who have different signs which only an interpreter who lives

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near that community or has familiarity with the community would understand. TCSI-1 stated there is a varied and large diversity of languages within Puerto Rico.

- As it relates to the qualifications of the interpreters; TCSI-1 described the interpreters were qualified based upon the circumstances. For example; he described internal FEMA interpreters were qualified to provide English context ASL services to internal FEMA employees at internal conferences and meetings. However, when necessary to interpret for Spanish, the FEMA interpreters were not qualified. From the survivor's perspective, the interpreters coming from the US, were unable to adequately communicate with the local deaf community.
- TCSI-1 advised after Hurricane Maria hit the island the internal FEMA interpreters roll changed from serving internal FEMA employees to interpreting for survivors. This created challenges because the internal FEMA interpreters did not speak Spanish. The contract interpreters from Puerto Rico knew English however, they did not know English enough to interpret from Spanish to English. The local interpreters had challenges communicating for internal FEMA employees because they were not familiar with FEMA internal speak. TCSI-1 indicated eventually, the internal FEMA Interpreters recognized the locals were a benefit as they knew the local culture and when working together, their efforts communicating with the deaf and hearing-impaired community worked well.
- TCSI-1 reported one (1) FEMA interpreter created challenges for the local interpreters. He identified this to be WB and stated she consistently complained about the local interpreters. WB constantly complained and wrote reports that the local interpreters weren't qualified, were missing information, were not certified and complained about his coordination efforts. TCSI-1 stated he was not sure why WB did this, as she would not talk to him about it and her efforts began to interfere with his ability to schedule and coordinate the interpreters to FEMA events.
- TCSI-1 recounted an event when he sent a very experienced local interpreter and a local deaf interpreter to a community with special needs. WB accompanied the interpreters to the event. Later, the local interpreters reported back to him that WB took over the interpretation process and did not work together with the locals to communicate with the recipients. Further, WB was spelling English words and acronyms to people who had never been to school. The community had a language deprivation and that was why he sent a team to best be able to adequately communicate with them. WB's interference was detrimental to their efforts.
- TCSI-1 advised WB continued to cause him and the local interpreters' problems. When he finally could not take it any longer, he went to DIA-1 to seek her intervention. DIA-1 directed TCSI-1 to seek assistance from Alternative Dispute Resolution (ADR). TCSI-1 indicated he followed DIA-1's advice and scheduled to meet with ADR however, WB did not show for the

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meeting and said she had nothing to speak with him about. TCSI-1 met with the ADR representative and DIA-1 and conveyed to them if WB continued to harass and interfere with his work he would leave. TCSI-1 advised WB was moved to a northern part of the island and for a while he did not hear from her.

- TCSI-1 advised in May 2018, WB returned along with another person (EA-1), who took over his coordination position. The local interpreters were instructed to turn in their badges and were no longer allowed to go into the JFO. At this time, the interpreters were transitioned to the External Affairs Section and were designated to the DRCs and other FEMA sponsored events.
- TCSI-1 advised he continued working with TCSI, interpreting for FEMA until August of 2018. At that time WB had returned to Puerto Rico and was coordinating the interpreters alongside EA-1. The challenges working with WB began again as TCSI-1 stated: *"the straw that broke the camel's back"* and caused him to quit his position with TCSI, occurred around this time. TCSI-1 advised he was working at a conference where a lot of Spanish and English interpreters were in attendance. WB was also there coordinating the interpreters. While he was working, WB approached him several times criticizing his work and saying that he could not interpret both in English and Spanish. TCSI-1 advised the reason he was interpreting in both languages was because he noticed some of the information being distributed was not being fully received. He was attempting to ensure the audience was receiving all the information being provided. TCSI-1 says he attempted to discuss the ongoing issues with WB, and she refused to talk with him. He then advised TCSI-2 he would not be working for TCSI if WB was involved. TCSI-1 advised he left employment with TCSI at that time and returned to pursue his PhD.

On September 16, 2020, OPR interviewed PA-2. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, PA-2 completed and returned a signed statement on the Official Declaration Form. [REDACTED] PA-2 provided the following information:

- PA-2 advised he was deployed to DR-4339 as the External Affairs Officer from: October 1, 2017 – November 24, 2017. He has since returned multiple times over the last few years for other assignments.
- PA-2 advised he had no direct involvement with the ASL contract for DR-4339 or DR-4473 and was under the impression a contract was not set up for ASL services until the Spring of 2018.
- PA-2 advised there was a transition of the ASL responsibilities from the Disability Integration Office and the External Affairs Office however, by then he had returned to HQ.

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- PA-2 advised he had no knowledge of the ASL contract being allowed to expire under his watch, as he was not aware of a new contract until a year or two (2) later, when it was reported to have been mismanaged.
- PA-2 advised he recalled the transition of the ASL contract from Disability Integration to External Affairs, was not a smooth process because it occurred during a catastrophe. Further, in his opinion, any expiration or lack of renewal of the ASL contract was just a lack of knowledge on the part of External Affairs personnel.
- PA-2 advised his understanding of the issues involving interpreting services related to disputes involving the local interpreters and FEMA interpreters. FEMA ASL staff felt the local interpreters were not qualified and this evolved into a personality conflict.
- PA-2 advised there is a current ASL contract in place supporting the DR-4473, which will probably carry over to the recent hurricane.
- PA-2 described part of the problem related to the ASL services, involved internal staff who do not like FEMA using a contractor to provide ASL services. He explained two (2) members of the External Affairs staff have submitted EEO complaints alleging he is negatively impacting them financially, as a result of the ASL contract. The employees he described, indicate other FEMA External Affairs employees were deployed to Puerto Rico for a year whereas, they were not. When not deployed, the employees do not receive per diem, airfare, hotel rewards and the other financial benefits related to deployment.
- PA-2 identified the two (2) employees who have filed the EEO complaints to be WB and EA-1.
- PA-2 indicated both WB and EA-1 have requested to weigh in on the re-writing of a new Standard Operating Procedure (SOP) related to ASL. This was included within the resolution of their EEO agreement.

On September 23, 2020, OPR interviewed I-5. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, I-5 completed and returned a signed statement on the Official Declaration Form. [REDACTED] I-5 provided the following information:

- I-5 is an ASL Interpreter assigned to the External Affairs Office and employed with FEMA since 2015.
- I-5 is assigned to Headquarters and currently supporting five different disasters.
- I-5 holds a Certificate of Interpreting and a Certificate of Transliteration from the Registry of Interpreters for the Deaf.
- I-5 advised she was deployed to DR-4339-PR from August 2019 – December of 2019.

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- I-5 advised she was deployed to DR-4339 initially for two weeks to collaborate and assist in a special project with the Office of Integration and Disability.
- I-5 described the special project as a training program she designed while working in Hawaii to train and assist the local interpreters and Emergency Managers, how to be better able to understand, communicate and prepare for emergency management when emergencies occur. She was asked to provide this training to local Puerto Rico interpreters and emergency managers.
- I-5 advised the training was very successful and she was asked to remain in Puerto Rico to continue to provide the training to additional personnel.
- In relation to her knowledge of the qualifications of the interpreters provided by FEMA to the deaf and hearing-impaired community and any known discrepancies, I-5 described the regional differences related to sign language in all states and territories. As for Puerto Rico; I-5 advised though there are similarities to ASL in Puerto Rico, there are many differences which can make communicating with the deaf community in Puerto Rico, very difficult.
- I-5 advised Puerto Ricans primarily speak Spanish, which carries a heavy bearing on the sign language on the island. For this reason, the deaf community insisted on using local interpreters and I-5 agreed this was the best option.
- As for her knowledge of discrepancies related to FEMA and the Puerto Rican Deaf community, I-5 reported she did not witness it firsthand; however, she had been advised and later during her deployment to Puerto Rico witnessed the effects of two (2) FEMA interpreters who had been involved with the ASL program. I-5 advised the actions of these two FEMA interpreters caused a very visceral response from the Deaf community.
 - I-5 asked OPR if she could identify the two employees and identified them as WB and EA-1.
- I-5 advised she believed the ASL program in Puerto Rico as initially set up by DIA-1 and TCSI-1, was the correct approach, as it addressed the deaf and hearing-impaired community's needs. TCSI-1, she described, knew the local interpreters and was using those he knew would be a good fit to assist. Further, it was her understanding when WB and EA-1 returned and became a part of the system, that is when the problems occurred.
- I-5 described hearing of a situation in which WB berated a local interpreter and pulled the local interpreter from the stage and told her she didn't know what she was doing, and WB would interpret.
- Related to her personal assessment of the qualifications of the interpreters provided to support DR-4339, I-5 explained that there is no certification or credentialing process in Puerto Rico for interpreters and that a sign language interpreter in Puerto Rico does not use the same sign

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language as in the States. She explained that sign language interpreters in Puerto Rico have to be trilingual.

- I-5 stated she believes the program initially created by DIA-1 and TCSI-1, was meeting the needs of the community. The discrepancies arose when FEMA allowed one (1) person to decide the initial program was not good enough and allowed this person to assess the contract interpreters without guidance, policy, or a real way to measure the assessment because of the differences between ASL in the States and in Puerto Rico and decide what was best.
- At that point, the program suffered, and this is when FEMA stopped listening to the local deaf community and addressing their needs.
- I-5 stated there was no good reason why the initial program was taken out of operation, because it was working.

On September 29, 2020, OPR interviewed RCD. Prior to the interview, a Non-Disclosure Agreement was sent to the interviewee, which was signed and returned. At the conclusion of the interview, RCD completed and returned a signed statement on the Official Declaration Form. [REDACTED] RCD provided the following information:

- RCD was deployed to DR-4339 from November 2017 – August 2018, serving as the External Affairs Officer.
- RCD acknowledged the ASL contract was initially under the direction of the Disability Integration Section and transitioned to External Affairs at some time in the spring of 2018.
- RCD advised DIA-1 was managing the ASL contract and continued to do so when it was transitioned to External Affairs.
- RCD advised she suggested FEMA hire local interpreters as opposed to having a contract, as they were doing to fill other positions. She was told there were very few trilingual interpreters on the island, it was easier to do the contract. Additionally, FEMA could not match the pay the locals were receiving from the vendor.
- RCD advised she recalled no complaints about the interpreters.
- RCD advised she deployed EA-1 to oversee the ASL program as she believed EA-1 was a COR and had the experience.
- RCD advised there was a disagreement between EA-1 and DIA-1. EA-1 wanted to hire the local interpreters and do away with the contract.
- RCD advised she was not sure why the ASL contract expired in the Spring of 2018, but believed it was related to the disagreement with DIA-1.
- RCD recalled no further discrepancies involving the ASL program and did not have further involvement since demobilizing in August.

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REPORT OF INVESTIGATION

SUMMARY

Allegation #1: In its response to Hurricane Maria (DR-4339-PR) and the 2019 earthquakes in Puerto Rico (DR-4473-PR), FEMA did not ensure that the ASL interpreters hired for those disaster response missions were appropriately qualified. **UNSUBSTANTIATED**

Findings: In its response to Hurricane Maria and the 2019 earthquakes in Puerto Rico, FEMA ensured that the ASL interpreters hired for those disaster response missions were appropriately qualified. FEMA used multiple call orders and contracts to provide ASL interpreter services to the disaster response missions for Hurricane Maria and the 2019 earthquakes in Puerto Rico. FEMA solicited each of these procurements and explained the specific minimum qualifications that were required for the interpreters under those solicitations. [REDACTED] In submitting offers in response to those solicitations, the vendors state that they will meet the requirements of the contract. [REDACTED] The awardee is responsible for ensuring that the people they provide are qualified. [REDACTED] For the call orders issued off the DHS strategically sourced BPA, the Performance Work Statement (PWS) for that BPA also explains at Section 4.0 that "All Contractors shall ensure all minimum personnel qualifications are met prior to providing any services under this BPA."

In drafting the SOW's and evaluating requirements for the interpreters, FEMA considered the needs of the local community, who use a different form of ASL than is used in the Continental United States, require trilingual interpretation services, and who use their own regional dialects and signs that are unique to Puerto Rico. [REDACTED] In recognition of these needs and in understanding that Puerto Rico has its own version of ASL but does not have its own state-equivalent certification or licensure process, FEMA generally required that Tier 2 minimum qualification requirements from the BPA be met, with the caveat that in-house testing was permitted in lieu of certification of National Interpreter Certification or Certified Deaf Interpreter or other state-equivalent certification/licensure, and that the interpreters have knowledge of vocabulary as it relates to persons with disabilities in the emergency management field. [REDACTED]

Because it is the contractor's responsibility to ensure their staff meet the stated minimum qualifications, FEMA presumes the vendor has the resources required by the solicitation and contract award unless and until FEMA has reason to believe that the contractor does not meet the minimum qualification requirements. [REDACTED] At least one of the interpreters held a National Interpreting Certification from the Registry of Interpreters for the Deaf (RID), Advanced Trilingual Certificate from the Texas Board for Evaluation of Interpreters, and a Master's degree in Interpreting. The contractor put a system in place for in-house testing interpreters. [REDACTED]

Overwhelmingly, reviews of the contractor interpreters were positive and demonstrated that they were qualified to interpret for the local survivors. GS-1 advised she found the local contract interpreters very helpful and that the community seemed very happy the local interpreters were assisting and could engage with them. She advised that all of the local interpreters she worked with

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were very good and very helpful. [REDACTED] I-2 advised in her assessment that the ASL services FEMA provided to the deaf and hearing-impaired community appeared to be positive. [REDACTED] FEMA and the Office of Equal Rights had not received any complaints for DR-4336-PR and DR-4339-PR regarding the provision of interpreter services. The Region had not received or expressed any concerns with the provision of interpreter services. The Commonwealth of Puerto Rico had not received any complaints. External Affairs was very satisfied with the services provided by the contractors. [REDACTED] CS-3 advised that as the CO, she was not made aware of any instances of the contractor failing to provide services as required in the contract. [REDACTED] I-3 advised that the local interpreters were a huge help and that in her estimation, they would have met the requirements necessary within the American Disabilities Act (ADA) – they were trilingual, qualified, helpful, and assisted in understanding the local culture. [REDACTED]

There were approximately one or two instances where the interpreters may not have been qualified. In those instances, FEMA followed the requirements under the contracts to ensure that only qualified interpreters would be provided. The contracts stated that recipients of services may provide feedback on the quality of the services received and that feedback will be provided to the contractor for appropriate action. When the CORs and COs were provided feedback on the interpreter services, they reviewed that feedback. [REDACTED] In instances where the interpreters may not have met qualification requirements, FEMA notified the contractor that this was unacceptable and that those interpreters were not permitted to be provided for FEMA use. [REDACTED] When the CORs and COs determined that local interpreters met the minimum qualification requirements but could use some additional training to ensure they were able to better communicate with the local survivors they addressed the situation. For example, when it was brought to the CORs and COs attentions that the interpreters could use additional training in FEMA jargon, FEMA brought in a trainer from headquarters to provide additional training. According to the trainer, the training was very successful. [REDACTED] When two FEMA employees felt that this was insufficient, FEMA modified the contract so that those two employees could conduct the in-house testing themselves, rather than the contractor. If there were any major problems, FEMA would have terminated the contract. [REDACTED]

Allegation #2: In its response to Hurricane Maria (DR-4339-PR) and the 2019 earthquakes in Puerto Rico (DR-4473-PR), FEMA did not evaluate the quality of the services provided by the ASL interpreters to the deaf and hearing-impaired community. **UNSUBSTANTIATED.**

Findings: FEMA evaluated the quality of the services provided by the ASL interpreters to the deaf and hearing-impaired community in its response to Hurricane Maria and the 2019 earthquakes in Puerto Rico. CS-2 advised that they are required to evaluate the performance of the vendor providing services and that this responsibility fell to WB. WB reported any concerns and discrepancies she had back to the CO or COR. [REDACTED] CS-2 advised that if what WB reported back was a complaint enforceable under the contract, she would contact the contractor and let them know. [REDACTED] WB was CS-2's eyes and ears on the ground. [REDACTED] Moreover, FEMA personnel who requested interpreter services for events were required to monitor and ensure interpreters were

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arriving and performing as expected. Should a discrepancy arise related to the event, the employee would report back to whomever they coordinated with to schedule the interpreter. [REDACTED]

FEMA evaluated the interpreters as required. WB often evaluated and provided feedback on the interpreters. [REDACTED] In addition to WB evaluating and providing feedback to the CO and interpreters, GS-1 advised that on a few events she did evaluate the interpreters. [REDACTED] Similarly, EA-1 advised that when possible, she would attend events to monitor and assess the quality of services. [REDACTED] I-2 advised that COR-1 had asked her to attend events and evaluate the interpreters. Moreover, she advised that COR-1 held Zoom conferences to evaluate the interpreters. She advised that no concerns or problems had been noted during these evaluations. [REDACTED] DIA-1 advised that the DRC Managers and External Affairs Leads observed the interpreters on site and would convey any problems that arose, if they arose, back to the Disability Advisor lead. [REDACTED] COR-1 advised that the Project Officers conducted day to day monitoring of the interpreters. [REDACTED]

Moreover, the contract SOW explained that "Recipients of interpreter services may provide feedback on the quality of the interpreter services received to the COR. This feedback will be provided to the contractor by the COR within 24 continuous hours of receipt of the feedback. The contractor shall take appropriate action based on the feedback and provide the COR with a response to the feedback within 24 continuous hours of receipt of the feedback. The COR and the contractor will meet per the COR request to conduct a quality review of services being provided by the contractor." COR-2 advised that when an ERO employee requested an interpreter, the ERO employee would be asked to monitor the interpreters time and performance and provide weekly updates. [REDACTED] COR-2 identified that he did receive some minor complaints related to the interpreters arriving late or to the wrong location, demonstrating that evaluations did occur. COR-2 advised that the Disability Integration Office provided some oversight of the performance of the contract. [REDACTED] COR-2 also advised the Task Manager would monitor and evaluate the performance of the interpreters. If there were any complaints, they would be reported to the Task Manager who would report the complaints to the COR. [REDACTED]

In addition to FEMA evaluating the interpreters, the contractor made sure to conduct self-evaluations. TCSI-1 monitored the local interpreters. [REDACTED] TCSI-1 made video recordings and evaluated the interpreters' performances. He then, as needed, worked with FEMA to ensure the interpreters received any training that would further improve their ability to communicate with the deaf community. [REDACTED]

Allegation #3: In its response to Hurricane Maria (DR-4339-PR) and the 2019 earthquakes in Puerto Rico (DR-4473-PR), FEMA did not provide a meaningful avenue for recipients of sign language services to make complaints or otherwise provide feedback to FEMA concerning their experiences with the ASL interpreters. **UNSUBSTANTIATED.**

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Findings: FEMA provided a meaningful avenue for recipients of sign language services to make complaints or otherwise provide feedback to FEMA concerning their experiences with the ASL interpreters. DIA-1 advised that FEMA provided various ways to report complaints of survivors through various mechanisms. I-4 indicated that each of the DRCs in Puerto Rico had signage directing survivors where they could call to discuss their rights and/or complaints. [REDACTED] Each FEMA External Affairs announcement provided a number to call if there were discrepancies or issues. [REDACTED] CS-2 advised that any complaints at the event would be directed to the FEMA representative at the event. [REDACTED] I-2 advised there is currently a FEMA email account where requests, complaints, and other information can be sent regarding ASL services. [REDACTED]

Furthermore, the contract SOW explained that "Recipients of interpreter services may provide feedback on the quality of the interpreter services received to the COR. This feedback will be provided to the contractor by the COR within 24 continuous hours of receipt of the feedback. The contractor shall take appropriate action based on the feedback and provide the COR with a response to the feedback within 24 continuous hours of receipt of the feedback. The COR and the contractor will meet per the COR request to conduct a quality review of services being provided by the contractor." COR-2 identified that he did receive some minor complaints related to the interpreters arriving late or to the wrong location, demonstrating that evaluations did occur. [REDACTED] CS-4 explained that if a recipient wished to complain, the normal process would have been for them to go to the ERO office, who would then contact him. If the concern was contract related, they would sit down and attempt to straighten it out. [REDACTED] All of these avenues align with I-3's recommendation that a system should be in place for people to go to advocate for themselves to get the services they required from FEMA to recover fully, such as an e-mail. [REDACTED]

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EXHIBITS

[illegible]

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■	[REDACTED]
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