

FEMA's core values are respect, fairness, compassion, and integrity. These values are not being leveraged by FEMA and applied in regard to the deaf community at large. The issue remains that FEMA is lacking in effective communication access for the deaf community. In the post-PKEMRA disaster environment, FEMA should be consulting and collaborating with disability stakeholder organizations more than ever. FEMA's core values and a strong moral compass are foundational to this WB complaint. Executing all federal duties faithfully as a public trust employee is paramount for the WB. The pool of subcontractors should have been effectively coordinated by a FEMA SME due to various skill levels apparent amongst the group—which no one in leadership positions at the deployment nor at HQ are able to do because of the absence of subject matter expertise in this regard. This means that the subcontractors should've been assigned, teamed, and partnered with deference to their abilities and skill levels to the benefit of the local deaf community. The subcontractors should not have been self-managing themselves, as they were allowed to do under the Disability Integration Advisor Lead. The WB is a trained language services professional with over two decades of experience in the field of language access who has studied and been trained in the methodology and techniques to effectively interpret, translate, design communication and language access programs, etc. Unfortunately, because the function of ASL interpreting, within the agency, has been led by individuals outside of the profession of language services, little respect has been shown for communication access for the deaf community, and all of the persons hired to be ASL interpreters were placed in a singular level regardless of skill sets and skill levels—which is harmful to the deaf community. It also created an environment within FEMA where individuals with the EA ASL interpreter title who were short on skill sets necessary to interpret for the diverse American deaf community were given deference to function at levels that they were not capable of adequately filling. (NOTE: the WB and the other qualified ASL interpreter colleague both met the requirements for leadership positions while the other FEMA ASL interpreter staff who lost their full-time positions do not qualify for even low management positions.) In fact, the WB created the interview and screening process for multiple positions, including ASL interpreters for FEMA, some of whom provided statements in response to the WB's complaint. A hostile and competitive environment has been created and encouraged by FEMA in relation to the ASL interpreting function because of the lack of structure and subject-matter expertise from the top down, particularly when the WB has been exploited by FEMA leadership to operate as an extension of HQ and as field lead without a leadership grade or title. FEMA has lost some qualified ASL interpreters over the years due to the broad mismanagement of the ASL interpreter assets. Further, many of the ASL interpreters who the WB interviewed for their positions did not meet the basic qualifications recommended to leadership, but the focus of FEMA leadership was on meeting force structure numbers and not quality of the ASL interpreters being hired. These same principles are active in the way that FEMA operates contracts for ASL interpreting. These facts demonstrate the low regard for effective communication access for the deaf community that FEMA has. Additionally, although the standards for the ASL interpreter screening and interview were not followed and many unqualified individuals were hired, this fact demonstrates that a screening process to determine if subcontractors are suitable for Tier 2 contracting is possible.

The deaf community has every right to equitable and equal access to any public federal, federal-sponsored or federally-supported program that FEMA provides or is associated with. This right has been denied to the deaf community, even during the Biden Administration's push for an equitable distribution of the COVID-19 vaccine. FEMA has failed to provide equal, effective, and equitable communication access to Community Vaccination Centers (CVC). For historically marginalized and under-resourced communities, such as the diverse deaf/deaf-blind/hard of hearing community, such oversights result in an even greater disparate impact to this community. Some federally-supported CVCs have been stood up without any provision for ASL interpreting whatsoever, and even after FEMA provided a Video Remote Interpreting (VRI) component for the CVCs, these services would be incompatible for individuals who are deaf with low vision, who are deaf-blind, who have cognitive disabilities, and sensory or access and functional needs. Additionally, these limited VRI services were not provided for several weeks and would've been ineffective in cases of certain medical emergencies—which is a legitimate

concern given that CVCs are basically medical facilities. Also, the VRI services for individuals of this marginalized community who are supposed to be given equal and equitable access to the vaccine centers were expected to arrive at the CVCs equipped to access an interpreter and were asked to use their own “smart phone”, “cellular data”, or “internet service” if the CVC did not have free internet service. This would further marginalize and burden this community. The WB reached out to a member of the National Joint Information Center regarding my concerns and I was told that “two deaf people” at headquarters were involved with the project. Additionally, on March 10, the WB forwarded an email to their supervisor of record and requested the information outlining the ways that the deaf community were being further marginalized by the ill-conceived VRI only remedy for effective communication access for the deaf community be forwarded to FEMA’s OEA Director of Disaster Operation. No response was ever received. However, the preference, often, is for in-person ASL interpreting services because the nuances of a 3-D, visual-spatial language are not readily captured by a 2-D phone or tablet screen. This is evidenced by the high turnout of deaf individuals who are visiting the Dallas CVC currently because a Certified Deaf Interpreter (the same individual that the WB insisted be deployed to DR-4339-PR) is present, and deaf individuals are traveling from far and wide, surpassing the local CVCs in Austin and Houston in order to take advantage of the unique and rare opportunity to receive the information from a native signer. On April 14 and 16, the total of deaf individuals who use ASL that have visited the Dallas CVC should top close to 100 individuals. The juxtaposition of the numbers from this site and the other sites, where no ASL services are being provided and/or publicized is remarkable.

The disservice to the deaf community on the part of FEMA continues. FEMA purports to serve the ‘whole community’, but the deaf community is often an afterthought. As early as Jan. 20, FEMA obligated almost \$4 million towards COVID-19 vaccination efforts that included augmenting existing vaccination centers or establishing independent vaccination centers. The decision was made by FEMA’s Office of External Affairs, particularly the Director of Disaster Operations, to officially retire the ASL interpreter function for public-facing needs (i.e., survivors, vaccine-recipients, etc.) in April 2020, although “accessible communication” is an integral part of the mission assignment for ESF #15/External Affairs. No provision and no Standard Operating Procedure are in place to backfill this critical need, and no provision was integrated into the CVC plans to ensure equity of communication access for the deaf community. The EA cadre coordinator was inundated with requests for ASL interpreters to deploy to the CVCs and Region 2 was able to get approval for three individuals, none of whom have the ASL interpreter title any longer, to deploy to the NY CVCs that were being established. Two FEMA employees were deployed to Texas to provide ASL interpreting at CVCs there. But, with CVCs being established weekly across the country, five individuals to cover ASL interpreting are not enough. The inadequate VRI services did not work at several centers, including NY and NC. The VRI services were established around March 5—over six weeks after the President tasked FEMA with coordinating efforts to establish community vaccination centers across the country. There is low turnout of deaf individuals at the CVCs and efforts to provide outreach are not inclusive. For example, on Monday, Mar 29 and Tuesday, Mar 30, a Senator and Mayor visited the Georgia CVC in Atlanta and each were requested by FEMA to film Public Service Announcements and they did, but no ASL interpreting was arranged prior to the PSAs being filmed. So, the PSAs were filmed without any equitable access for one of the underserved communities that the CVCs are being established to serve. Issues with CVCs providing access to the deaf community are evident at the St. Louis CVC as well. There are many more instances of inaccessibility and lack of equitability, but this demonstrates just a few.

Multiple incidents and events subsequent to the retirement of that position have required ASL interpreting to be provided by FEMA, and there has been none provided or in a few instances there has been a request for those few who previously had the since-retired ASL interpreter function to resume that role because there’s no suitable provision on FEMA’s behalf. Some individuals who have been requested to backfill this position have been placed in Community Vaccination Centers to sit for 12 to 14 hours per day, awaiting deaf visitors. The WB could not in good conscience waste taxpayer dollars by not being useful and worked hard on tasks at the center, where no seating was even provided for the WB because no consideration was given to the need to having ASL interpreting services.

During the DR-4339-PR deployment, the WB requested an extension of the ASL/CART contract so that the local subcontractors could remain an asset to the local deaf community. The WB explained that the stateside

FEMA interpreters (that FEMA's OEA Director of Disaster Operations chose to replace the local subcontractors with) are absolutely unqualified to interpret for the deaf community due to the language and cultural differences (per the email exchanges between the WB and the DR-4339-PR EAO and Director of Disaster Operations dated Sept. 5, 2018 and Sept. 6, 2018). The WB has endured public ridicule and accusations made by fellow FEMA employees and the local subcontractors that the ASL/CART contract being terminated or allowed to expire/lapse was a decision that the WB had made. However, this decision remained far out of the reach of a cadre employee in a Tier 4 Specialist position. This decision remained with the Director of Disaster Operations, GS-15, who has been employed with FEMA for almost three decades. This Director oversees at least three Contracting Officer Representatives and is excessively aware of the contracts that exist under the purview of OEA's Disaster Operations despite any denials of his knowledge of whether or not he was involved with discontinuing communication access to the deaf community in Puerto Rico and ending the employment that many local subcontractors had come to depend upon. FEMA has an obligation to provide services equitably and fairly to all individuals regardless of race, language, disability, etc. and the Director of Disaster Operations is one of the obstacles to ensuring that the deaf community receives their entitlements, according to federal law.

The Director of Disaster Operations for FEMA's Office of External Affairs has habitually and deliberately provided false information and spoke deceitfully to the WB, directly and indirectly. The Director of Disaster Operations from FEMA's OEA met with the WB and a colleague in Puerto Rico in 2018 and promised to deploy them to HQ to discuss how to integrate the accessible communication function, especially ASL interpreting into External Affairs' Disaster Operations. The dishonesty perpetuated by the Director of Disaster Operations for FEMA's OEA has continued over the years: Oct 2019: A meeting between this Director with the IMC (full time) ASL interpreters at which he promised that "2020 would be the year of the Interpreter", and that an ASL-focused position would be opened in his office, and that there would be an "ASL summit" in 2020. None of these untruths came to fruition, and instead of 2020 being the "year of ASL", he instead retired the ASL interpreter function for the few remaining full-time ASL interpreters with the External Affairs cadre, leaving the agency vulnerable and unable to quickly respond to requests for ASL interpreting support. For the leading federal agency for emergency management and disaster response, this vulnerability is absolutely unfathomable and a frightening consideration.

If the Director of Disaster Operations at FEMA's OEA is receiving a bonus for cutting the contract budget for OEA, this should be addressed because it lends to the disparate treatment of the deaf community and is indicative of a pervasive cultural issue at FEMA.

The DHS BPA is intentional in its use of broad language to ensure that contracts may be tailored to the needs of the specific incident/request. However, there was a lack of ASL interpreting subject-matter expertise in the establishment of the BPA and in the contracts that are executed based on it are poorly written ASL/CART and do not include many industry standard requirements for the same reason—there are no FEMA personnel involved in drafting these contracts who understand what protocols are required for professional interpreting. Besides two FEMA employees (WB and another employee) who have continually been used to oversee and provide leadership in regard to accessible communication, including the ASL/CART contract in Puerto Rico during DR-4339 and DR-4473, not one individual who provided feedback or statements for this WB complaint, is adequately qualified to provide professional technical guidance (necessary for the contract) regarding effective communication access for the deaf community or to provide a sound assessment of signing or interpreting skills. The hearsay and lack of factually-based statements provided in many of the witness statements demonstrates a lack of integrity on the part of FEMA employees, and the culture that exists in the agency at large.

Professional standards of ASL interpreting include requirements that practitioners avoid specific dress and grooming practices to ensure effective transmission of the information being conveyed. ASL is a visual-spatial language and interpreting with this language dictates that professional interpreters avoid distracting patterns on shirts, tops, and bodices to reduce eye strain and eye fatigue and to promote effective communication. The preference is that qualified interpreters should opt for solid, contrasting colors. The Level 2 Contracting Officer who was assigned to DR-4339-PR insisted that subcontractors for the ASL/CART contract did not have to wear appropriate clothing, according to professional protocols, because these were not outlined in the BPA. Deaf individuals are as diverse as any other community, and there are individuals who are low vision, may have cognitive disabilities, etc. In order to provide

the best services possible, subscribing to standards that promote inclusion and are integrative ensures more access to a greater number of individuals.

The Disability Integration Advisor lead allowed the subcontractors to schedule themselves, and she was not involved in the scheduling or oversight of the activities of the subcontractors in any way. The subcontractor tasked with scheduling, a local interpreter, showed preferential treatment to personal friends (as other subcontractors shared with the WB). This allowed the subcontractor to have access, with little supervision, to the federally-obligated funds by scheduling himself and fellow subcontractors with little accountability. This was noted multiple times and brought to the attention of the Disability Integration Advisor Lead for Branch 2, the Disability Integration Advisor Lead at the Joint Field Office in Puerto Rico, and others in positions of leadership. After reporting on the discrepancies and the waste, fraud and abuse associated with the contract the WB was punitively demobilized. Additionally, upon returning to Puerto Rico to assist with the administration of the ASL/CART contract, the WB and the WB's colleague, who has over two decades of federal work experience that includes administering multimillion dollar ASL/CART contracts, there were remarkable discrepancies and obvious double and triple bills on the invoices from the ASL/CART contract of DR-4339-PR. When the WB and the WB's colleague made these known to the assigned Contracting Officer (CO) and the Contracting Officer's Representative, COR, (who is supervised by OEA's Director of Disaster Operations) the COR responded that the invoice audit provided was the most thorough she'd ever received. The CO, however, maintained that the invoices needed to be paid, regardless of the discrepancies (including erroneous travel charges) and she later called a meeting in which she attacked the character of the WB. A plan was made to have the COR address the discrepancies with the invoices in which the COR would meet with the WB and the WB's colleague. The COR disconnected from the call before the discussion began and refused to answer the phone and the CO paid the invoices that had been audited and showed obvious errors. The WB filed a complaint with OIG and FEMA's Office of Equal Rights, and FEMA's (former) Fraud and Internal Investigations Division, but no received no response from any of these offices. At the height of the disaster response in 2018, under the Disability Integration Advisor Lead, who allowed a subcontractor to schedule and coordinate the contract independently, the invoices that were being paid amounted to an average of about \$500,000 every three weeks. The Contracting Officer and Contracting Officer Representative has continued to work in the capacity of overseeing ASL/CART contracts such as this one, notably working with the same contractor, often.

Notably, there are no statements from deaf FEMA employees who complained about the subcontractors' lack of skill sets and aptitude. The WB recalls that three deaf employees from the Disability Integration cadre, one employee from the External Affairs cadre, and one employee from the Individual Assistance cadre made complaints about the low level of services provided by the subcontractors. At least two, possibly three of these individuals refused to work with the subcontractor, who later slandered a FEMA ASL interpreter from the televised press conference that the External Affairs cadre deployed this lone FEMA ASL interpreter to, because of his low level of skill sets and inability to render the messages faithfully. In fact, the contractor had to fly in a stateside interpreter in the spring of 2018 because of the lack of competence of this subcontractor who was later hired by FEMA in Puerto Rico.

The WB maintains that:

- FEMA does not provide a meaningful avenue for recipients of sign language services to make complaints or provide feedback concerning their experiences with ASL interpreters. **As evidenced by the incongruent and contradictory responses from individuals who gave responses there is no standard mechanism for providing feedback regarding language services for the deaf, deaf-blind, hard of hearing community receiving services from FEMA.**
- FEMA does not ensure that the ASL interpreters hired for those disaster response missions are appropriately qualified. **The hiring process for FEMA ASL interpreters and oversight of subcontractors is evidence that there is no system of ensuring adequate qualifications. The Jan. 2020 press conference demonstrates FEMA's disregarding attitude regarding effective communication access for the deaf community—which may mean life or death during disaster response and recovery. FEMA chose not to hire a local interpreter to support the Puerto Rico Governor's press conference. FEMA chose to deploy a stateside interpreter to interpret the press conference without sharing any information regarding the true nature of the deployment and no qualified**

Spanish interpreter was provided, only a local FEMA employee who is not formally trained or certified in the skill of language interpretation. Neither is this individual fluent in English. No equipment was provided for the FEMA interpreter to effectively provide relay interpreting, and the FEMA interpreter improvised and used the cheap ear buds supplied by the Delta Airlines crew from the flight the day before. The deployment was approved by the Office of External Affairs, where there is no subject-matter expertise about the needs of language service providers and an apparent lack of concern for the deaf community. This is not the first incidence in which FEMA's lack of subject-matter expertise and structure in relation to this all-important function of providing access to a protected class (deaf, deaf-blind, hard of hearing community) has been a matter of public controversy (See street leverage video and Innov8 submission)

- FEMA does not evaluate the quality of the services provided by the ASL interpreters to the deaf and hearing-impaired community. There is no standard method of ensuring that the local subcontractors.

There is still no mechanism to evaluate the ASL interpreting services provided by FEMA employees and subcontractors on behalf of FEMA.

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_____, Whistleblower (FEMA employee)