



U.S. DEPARTMENT OF ENERGY

# Office of Inspector General

DOE-OIG-26-34

April 30, 2026

## Improvements Are Needed in Pacific Northwest National Laboratory's Management of Professional and Consultant Services Agreements



AUDIT REPORT



**Department of Energy**  
Washington, DC 20585

April 30, 2026

MEMORANDUM FOR THE ACTING DIRECTOR, OFFICE OF SCIENCE

SUBJECT: Audit Report: *Improvements Are Needed in Pacific Northwest National Laboratory's Management of Professional and Consultant Services Agreements*

The attached report discusses our audit of professional and consultant services agreements at Pacific Northwest National Laboratory. This report contains five recommendations that, if fully implemented, should help ensure that Pacific Northwest National Laboratory manages its professional and consultant services agreements in accordance with applicable laws, regulations, and contract requirements and that only allowable costs are incurred and claimed. Management concurred with our recommendations.

We conducted this audit from February 2025 through February 2026 in accordance with generally accepted government auditing standards. We appreciated the cooperation and assistance received during this audit.

A handwritten signature in blue ink that reads "Sarah Nelson".

Sarah Nelson  
Assistant Inspector General  
for Management  
*Performing the Duties of the Inspector General*  
Office of Inspector General

cc: Deputy Secretary  
Chief of Staff

# DOE OIG HIGHLIGHTS

## *Improvements Are Needed in Pacific Northwest National Laboratory's Management of Professional and Consultant Services Agreements*

### Why We Performed This Audit

Battelle Memorial Institute manages and operates the Pacific Northwest National Laboratory (PNNL) for the U.S. Department of Energy's Office of Science. PNNL's research priorities concentrate on three principal missions addressing major challenges of national and global consequence: scientific discovery, energy resiliency, and national security. In support of these missions, PNNL acquires consultants to perform certain tasks and uses subcontracts to commit resources and formalize its relationships with consultants.

We initiated this audit to determine if PNNL managed its professional and consultant services agreements in compliance with applicable laws, regulations, and contract requirements.

### What We Found

We found that PNNL did not fully comply with applicable laws, regulations, and contract requirements in managing its professional and consultant services agreements. Specifically, we found that PNNL: (1) did not always obtain required conflicts-of-interest disclosures; (2) accepted and paid invoices from consultants that lacked sufficient detail to support the services rendered; and (3) may not have ensured segregation of duties within the procurement and oversight of professional and consultant services agreements.

We attributed these issues to weaknesses in PNNL's policies and procedures. Specifically, we found PNNL policies that conflicted, did not incorporate or address requirements, or allowed procedures that did not follow best practices.

These weaknesses limit PNNL's ability to provide reasonable assurance that other consultant and professional services agreements comply with applicable laws and regulations and that only allowable costs are incurred and claimed.

### What We Recommend

To address the issues identified in this report, we made five recommendations that, if fully implemented, should help ensure that PNNL manages its professional and consultant services agreements in accordance with applicable laws, regulations, and contract requirements.

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## Background and Objective

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Battelle Memorial Institute manages and operates the Pacific Northwest National Laboratory (PNNL) for the U.S. Department of Energy's Office of Science. PNNL's research priorities concentrate on three principal missions addressing major challenges of national and global consequence: scientific discovery, energy resiliency, and national security. In support of these missions, PNNL uses subcontracts to commit resources and formalize its relationships with consultants to perform certain tasks. The Federal Acquisition Regulation (FAR) § 31.205-33, "Professional and consultant service costs," defines professional and consultant services as services rendered by persons who are members of a particular profession or possess a special skill who are not officers or employees of the contractor. Professional and consultant services are generally acquired to: (1) obtain information, advice, opinions, alternatives, conclusions, recommendations, and/or training; (2) provide direct assistance such as through the conduct of studies, analyses, evaluations; or (3) liaise with Government officials or perform other forms of representation. FAR also outlines the allowability of costs for professional and consultant services.

The Department requires PNNL to conform to applicable acquisition regulations and the terms and conditions of its contract when managing and administering subcontracts for consulting services. The Department of Energy Acquisition Regulation (DEAR) § 970.5244-1, "Contractor purchasing system," requires that PNNL maintain adequate file documentation to establish the propriety of the transaction and the price paid. DEAR 970.44, "Management and Operating Contractor Purchasing," requires that PNNL's subcontract files contain written documents that present an accurate and adequate record of all purchasing transactions and set forth the information and data used in determining that the purchases are in the best interest of the Government. In accordance with its management and operating (M&O) contract, PNNL's purchasing system and methods used must be fully documented, consistently applied, and acceptable to the Department. We initiated this audit to determine if PNNL managed its professional and consultant services agreements in compliance with applicable laws, regulations, and contract requirements.

## Results of Review

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### **PNNL DID NOT FULLY COMPLY WITH REQUIREMENTS IN MANAGING ITS PROFESSIONAL AND CONSULTANT SERVICES AGREEMENTS**

We determined that PNNL did not fully comply with applicable laws, regulations, and contract requirements in managing its professional and consultant services agreements. Specifically, we reviewed 26 subcontracts<sup>1</sup> that PNNL provided and told us were awarded for consulting or

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<sup>1</sup> We found that PNNL misclassified 8 of the 26 subcontracts and that they were not professional and consultant services agreements.

professional services valued at \$14,362,484. We found that PNNL: (1) did not always obtain required conflicts-of-interest disclosures; (2) accepted and paid invoices from its consultants that lacked sufficient detail to support the services rendered; and (3) may not have ensured segregation of duties within the procurement and oversight of professional and consultant services agreements.

## Conflicts-of-Interest Disclosures Not Obtained

PNNL did not always obtain the required organizational conflicts-of-interest disclosures from consultants. PNNL M&O contract, Clause I-118 DEAR § 952.209-72, “Organizational conflicts of interest,” requires PNNL to: (1) obtain conflicts-of-interest disclosures from consultants prior to award; (2) determine in writing whether an actual conflict is present; and (3) take actions to avoid, neutralize, or mitigate actual or significant potential organizational conflicts of interest (OCI) to its satisfaction. Additionally, PNNL’s Acquisition Guideline (AG)-01, *PNNL General Procurement Policies*, states that “each solicitation for advisory and assistance services exceeding \$150,000 will include an Organizational Conflict of Interest Disclosure Statement prepared in accordance with the applicable section of the AGs.”

However, we found that 8 of 15<sup>2</sup> consultant agreements that required an OCI Disclosure form did not have one in the procurement file. When asked about the missing OCI disclosures, PNNL stated that, per AG-16, an OCI typically is required when a contractor might evaluate or advise the Government concerning its own products or those of a competitor, or when leveraging proprietary information. AG-16, “Conflicts of Interest,” breaks down OCI into three categories: unequal access to information, biased ground rules, and impaired objectivity. Although these same categories are included in the Department’s Acquisition Guide, Chapter 9.505, “Organizational and Consultant Conflicts of Interest,” the Guide specifies that OCI generally fall into these three categories. However, AG-16 appears to imply these are the only three categories; therefore, if the contract does not fall within one of these categories, the OCI Disclosure or Replacement Statement form is not required. While AG-16 and the Acquisition Guide specify three categories of OCI, DEAR § 952.209-72 does not mention the three categories of an OCI and does not limit the requirement to obtain an OCI Disclosure form to these categories.

AG-16 states, “As specified in DEAR [§] 952.209-8,<sup>3</sup> in solicitations for advisory and assistance services expected to exceed the simplified acquisition threshold for OCI concerns, the contracts specialist must obtain from the apparent successful offeror, either a Disclosure or Representation Statement.” Also, AG-01 requires each solicitation for advisory and assistance services exceeding \$150,000 to include an OCI Disclosure Statement. However, during the scope of this audit (fiscal years 2020 through 2024), the simplified acquisition threshold was \$250,000. AG-01 appears to conflict with AG-16 in terms of the financial threshold for which a OCI Disclosure or Representation Statement is required.

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<sup>2</sup> Three of the 18 subcontracts reviewed did not require an OCI due to the total contract amount not meeting or exceeding the \$150,000 threshold established by AG-16.

<sup>3</sup> AG-16 cites DEAR § 952.209-8 as requiring the Contract Specialist to obtain a Conflicts of Interest Disclosure or Representation Statement in advisory and assistance services expected to exceed the simplified acquisition threshold. However, this requirement is included in DEAR § 952.209-72, not DEAR § 952.209-8.

PNNL policies on OCI appear to limit the types of consultant agreements that are subject to the requirement for an OCI Disclosure form contrary to the DEAR requirement. Additionally, AG-01 and AG-16 contain conflicting requirements on the dollar threshold requiring an OCI Disclosure form.

### Invoices Lacked Sufficient Detail

PNNL accepted and paid invoices from its consultants that lacked sufficient detail to support the services rendered, resulting in \$2,268,601 in questioned costs for the agreements reviewed. FAR § 31.205-33, “Professional and consultant service costs,” states that fees for consulting services rendered are allowable only when supported by evidence of the nature and scope of the service furnished, and invoices submitted shall include sufficient detail as to the time expended and the nature of services provided. Additionally, DEAR § 970.5244-1, “Contractor purchasing system,” requires PNNL to maintain adequate file documentation to establish the propriety of the transaction and the price paid.

However, we found that 70 of the 462 (15 percent) invoices reviewed did not contain sufficient detail to support the time expended or nature of services provided. AG-37, “Invoice Review,” does not fully incorporate requirements outlined within FAR § 31.205-33, “Professional and consultant service costs.” For example, the PNNL policy does not require either Accounts Payable or the responsible PNNL Technical Oversight Representative to ensure that the consultant’s invoices include sufficient detail related to the time expended and nature of actual services provided, as required by FAR.

### Lack of Segregation of Duties

PNNL may not have ensured segregation of duties within the procurement and oversight of consultant agreements. We found that for 8 of the 18 agreements reviewed, the same person served as: (1) the requestor for the consultant services agreement; (2) the Technical Oversight Representative (TOR) responsible for monitoring the work and determining the adequacy of the consultant’s performance; and (3) the invoice certifier responsible for certifying that the deliverables/services invoiced were received and that hours claimed were accurate and reflective of the consultant’s work. PNNL personnel stated that while a TOR may fulfill the roles of requestor, technical oversight, and initial invoice certifier, they are not the sole reviewer nor do they hold the final authority to authorize payment to the consultant. AG-10, “Technical Oversight Representatives,” outlines the TOR’s responsibilities and states that a TOR is responsible for submitting the purchase request; monitoring the contractor’s progress and technical efforts; and reviewing and approving contractor invoices, which denote acceptance of goods/services. While the policy states that a TOR should interface with the contract specialist in reviewing and approving of contractor invoices, the tasks remain the TOR’s responsibility, which gives the appearance of a lack of segregation of duties. PNNL allowing one person to request a consultant, monitor performance, and certify invoices (approve payment) heightens the risk of fraudulent procurements and is contrary to best practices on segregation of duties. The U.S. Government Accountability Office’s *Standards for Internal Control in the Federal Government* states, “Segregation of duties helps prevent fraud, waste, and abuse in the internal control system. Management considers the need to separate control activities related to authority, custody, and accounting of operations to achieve adequate segregation of duties.” Additionally,

DEAR § 970.5203-1, “Management controls,” requires the contractor to be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions.

## CONCLUSION

The issues we identified occurred due to weaknesses in PNNL’s internal policies and procedures. Specifically, we found PNNL policies that conflicted, did not incorporate or address requirements, or allowed procedures that did not follow best practices. As a result, PNNL: (1) lacked assurance that all its consultants were free from an OCI; (2) accepted and paid invoices that did not contain sufficient details to provide assurance that only allowable consultant service costs were incurred and claimed, leading to our questioning \$2,268,601 in unsupported invoice costs; and (3) increased risk of fraud, waste, and abuse in its consultant procurement, oversight, and payment process. We made five recommendations that, if fully implemented, should help ensure that PNNL manages its professional and consultant service agreements in accordance with applicable laws, regulations, and contract requirements and only allowable consultant costs are incurred and claimed.

## OTHER MATTERS

As identified in our audit report, *Improvements Are Needed in Lawrence Berkeley National Laboratory’s Management of Professional and Consultant Services Agreements* (DOE-OIG-26-32), only 7 of the 10 Office of Science M&O contractors could easily query their procurement systems to provide us with a list of their consultant services agreements. Additionally, the lists provided were not limited to consultant services agreements and included other types of services, such as background check services, banking services, police protection, air conditioning upgrades, and subscription licenses. Three M&O contractors had to manually review their procurement system to identify which subcontracts were consultant services agreements.

To provide a list of its professional and consultant services agreements, PNNL queried its system based on purchase order type, and then manually reviewed its data set to remove those agreements that did not meet the definition of professional and consultant services. Using those methods, PNNL was unable to provide a list of consultant service agreements without including other types of service agreements. Specifically, during our detailed testing of the subcontracts PNNL provided, we found eight that were not professional and consultant services agreements and instead provided other services such as staff augmentation and temporary labor.

M&O contractors are required to maintain a contractor purchasing system to track their purchases and must provide documentation supporting their purchase activities. PNNL did not have a system in place to accurately and timely identify its professional and consultant services agreements within its procurement systems. As a result, the Department and PNNL may not be in compliance with FAR and DEAR as it relates to professional and consultant services and the M&O Contractor Purchasing system standards. Furthermore, without accurate information about the universe of professional and consultant services agreements, the Department and PNNL may lack the information required to properly evaluate the allowability of associated costs in accordance with regulations.

## Recommendations

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We recommend that the Manager, Pacific Northwest Site Office:

1. Direct PNNL's Acquisitions Management to ensure AG-01 and AG-16 have consistent requirements for OCI Disclosure forms and revise AG-16 to align with the DEAR § 952.209-72 requirement to obtain an OCI Disclosure form from all consultant agreements that exceed the simplified acquisition threshold;
2. Direct PNNL Accounts Payable and Technical Oversight Representatives to ensure that consultant invoices consistently provide sufficient details as to the time expended and nature of the services provided, as required by FAR § 31.205-33(f);
3. Direct PNNL's Business Services Directorate to review the procurement and oversight process for consultant agreements to ensure segregation of duties is maintained throughout the process;
4. Implement a process to accurately identify professional and consultant services agreements; and
5. Direct the contracting officer to determine the allowability of the \$2,268,601 in questioned invoice costs.

## Management Comments and OIG Response

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Management concurred with our recommendations and proposed responsive corrective actions to address the reported issues. For Recommendation 1, management stated it will direct the contractor to update AG-01 and AG-16 to be compliant with DEAR § 952.209-72. For Recommendation 2, management stated it will direct the contractor to ensure the consultant invoices consistently provide sufficient details as required by FAR § 31.205-33. For Recommendation 3, management stated it will direct the contractor to review its procurement and oversight process to ensure adequate segregation of duties are maintained throughout the process. For Recommendation 4, management stated it will direct the contractor to implement a process that accurately identifies professional and consultant services agreements. For Recommendation 5, management stated it will conduct a cost allowability review and issue a final determination to the contractor.

Management's comments are included in Appendix 3.

## Objective, Scope, and Methodology

### Objective

We conducted this audit to determine if Pacific Northwest National Laboratory (PNNL) managed its professional and consultant services agreements in compliance with applicable laws, regulations, and contract requirements.

### Scope

The audit was performed from February 2025 through February 2026 at PNNL in Richland, Washington, and other locations, as required. The scope was limited to PNNL's management of professional and consultant services agreements for fiscal years 2020 through 2024. The audit was conducted under Office of Inspector General project number A25OA018.

### Methodology

To accomplish our audit objective, we:

- Interviewed Department officials and PNNL personnel responsible for overseeing, managing, and administering consultant and professional services agreements.
- Reviewed applicable laws, regulations, policies, and procedures.
- Judgmentally selected a sample of 26 subcontracts awarded for consultant or professional services for detailed testing. Key attributes and risk areas considered during the selection process included: scope of work, dollar value, and difference between the purchase order value and paid amount. Because a judgmental sample was used, results are limited to the subcontracts selected and cannot be projected.
- Obtained and reviewed procurement documentation and invoices on file for the sampled consultant and professional services agreements.
- Reviewed prior reports by the Office of Inspector General.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective. Accordingly, we assessed internal controls and compliance with laws and regulations necessary to satisfy the audit objective. In particular, we assessed the control activities components as well as implementation of control activities. However, because our review was limited to this internal control component and

underlying principle, it may not have disclosed all internal control deficiencies that may have existed at the time of this audit. To determine the magnitude of professional and consultant services agreements at PNNL, we requested a complete listing of all professional and consultant services agreements for fiscal years 2020 through 2024, which totaled 750 contracts. To obtain this listing, PNNL had to manually review the data set and remove those agreements that did not meet the definition of professional and consultant services. From that listing, we judgmentally selected a sample of 40 agreements. To assess the reliability of the data we traced the provided subcontract files to the PNNL-provided listing. We completed detailed testing on 26 of the 40 selected professional and consultant service agreements in which we examined source documentation. We determined this data was sufficiently reliable to provide a basis for our conclusions. However, as previously described, we determined that 8 of the 26 agreements tested were not professional and consultant services agreements. The audit team concluded that PNNL did not have a reliable indicator to differentiate types of agreements within their procurement system. Furthermore, the audit team was unable to ascertain whether the provided listing was complete.

Management officials waived an exit conference on March 31, 2026.

## Prior Reports

### Office of Inspector General

- Audit Report: [\*Improvements Are Needed in Lawrence Berkeley National Laboratory's Management of Professional and Consultant Services Agreements\*](#) (DOE-OIG-26-32, April 2026). We found that Lawrence Berkeley National Laboratory did not manage its professional and consultant services agreements in compliance with applicable laws, regulations, and contract requirements. Specifically, Lawrence Berkeley National Laboratory:
  - Entered into professional and consultant services agreements that did not meet the Federal Acquisition Regulation definition;
  - Did not always obtain required conflicts-of-interest disclosures;
  - Did not always follow its policy on hiring former employees as consultants;
  - Retained consultants for longer than 5 years;
  - Determined price reasonableness exclusively on the General Services Administration's labor rates tool;
  - Paid invoices from consultants that often lacked sufficient detail to support the services rendered and included unallowable travel costs which resulted in \$1,155,592 in questioned costs; and
  - Did not ensure segregation of duties within the procurement and oversight of professional and consultant services agreements.
- Audit Report: [\*Subcontracts for Consulting Services at Fermi National Accelerator Laboratory\*](#) (DOE-OIG-19-48, September 2019). We found that Fermi Research Alliance, LLC (FRA) had not fully complied with applicable requirements in administering consulting services subcontracts, and we questioned the allowability of \$46,033.27 in costs associated with certain noncompliances. Specifically, FRA, which used subcontracts to obtain consulting services, accepted invoices from its consultants that often lacked sufficient detail to support the services rendered, had not ensured that sole source justifications were clearly documented and approved, and had inappropriately allowed consultant services to be performed prior to a valid subcontract, otherwise referred to as "after-the-fact" procurement actions. Additionally, FRA did not always include the required conflict-of-interest provisions or certificates of insurance in the subcontracts. Finally, FRA did not ensure that it had appropriately documented the scopes of work for consulting services.

- Audit Report: [\*Management of Consultant Agreements at Lawrence Livermore National Laboratory\*](#) (DOE-OIG-19-14, February 2019). We found that Lawrence Livermore National Laboratory (LLNL) had a process in place to manage consultant agreements and review consultant invoices. In addition, LLNL established policies and procedures to reflect its management and operating contract requirements and applicable regulations. However, the Office of Inspector General identified some issues with LLNL's management and administration of its consultant agreements. Specifically, we found:
  - Twenty-two consultant agreements that had potential organizational conflicts of interest that were identified and disclosed by LLNL but were not monitored to ensure that the conflicts of interest were fully mitigated, as required.
  - One instance in which a conflict of interest was not disclosed, as required.
  - LLNL retained consultants longer than 5 years without adequate justification.
  - LLNL paid unsupported consultant claims, resulting in \$20,410 in questioned costs. In addition, consultants' travel claims did not consistently follow the Federal Acquisition Regulation and travel regulations, resulting in \$1,340 in questioned travel costs.

Management Comments



**Department of Energy  
Office of Science**  
Pacific Northwest Site Office  
P.O. Box 350, K9-42  
Richland, Washington 99352

MAR 30, 2026

26-PNSO-0126

MEMORANDUM FOR: SARAH B. NELSON  
ASSISTANT INSPECTOR GENERAL FOR MANAGEMENT  
DEPUTY INSPECTOR GENERAL

FROM: JULIE K. TURNER **JULIE TURNER** Digitally signed by JULIE  
MANAGER TURNER Date: 2026.03.30 12:02:11  
-07'00'

SUBJECT: MANAGEMENT RESPONSE TO DRAFT AUDIT REPORT,  
*IMPROVEMENTS ARE NEEDED IN PACIFIC NORTHWEST  
NATIONAL LABORATORY'S MANAGEMENT OF PROFESSIONAL  
AND CONSULTANT SERVICES AGREEMENTS, A25OA018*

Thank you for the opportunity to review and comment on the subject draft report. The Pacific Northwest Site Office (PNSO) appreciates the auditors' audit work. PNSO also agrees with the recommendations provided and agrees to resolve the costs questioned. The Attachment to this memorandum details actions planned to be taken.

If you have any questions regarding this response, please contact Neomi Mendez, PNSO, Audit Liaison, at (509) 870-4638.

Attachment

## Management Response

### OIG Draft Report: “Draft Audit Report: *Improvements are Needed in Pacific Northwest National Laboratory’s Management of Professional and Consultant Services Agreements, A250A018*”

**Recommendation #1:** Direct Pacific Northwest National Laboratory’s (PNNL) Acquisitions Management to ensure AG-01 and AG-16 have consistent requirements for OCI Disclosure forms and revise AG-16 to align with the U.S. Department of Energy Acquisition Regulation (DEAR) 952.209-72 requirement to obtain an OCI Disclosure form from all consultant agreements that exceed the simplified acquisition threshold.

**DOE Response:** Concur. The Pacific Northwest Site Office (PNSO) Contracting Officer (CO) will direct the contractor to update AG-01 and AG-16 to be compliant with DEAR 952.209-72 requirement to obtain an OCI Disclosure form from all consultant agreements that exceeds the simplified acquisition threshold.

**Estimated Completion Date:** Fiscal Year (FY) 2026 Q3

**Recommendation #2:** Direct PNNL Accounts Payable and Technical Oversight Representatives to ensure that consultant invoices consistently provide sufficient details as to the time expended and nature of the services provided, as required by Federal Acquisition Regulation (FAR) 31.205-33(f).

**DOE Response:** Concur. The PNSO CO will direct the contractor to ensure that consultant invoices consistently provide sufficient details as required by FAR 31.205-33 (f).

**Estimated Completion Date:** FY 2026 Q3

**Recommendation #3:** Direct PNNL’s Business Services Directorate to review the procurement and oversight process to ensure segregation of duties is maintained throughout the process.

**DOE Response:** Concur. The PNSO CO will direct the contractor to review its procurement and oversight process to ensure adequate segregation of duties are maintained throughout the process.

**Estimated Completion Date:** FY 2026 Q2

**Recommendation #4:** Implement a process to accurately identify professional and consultant services agreements.

**DOE Response:** Concur. The PNSO CO will direct the contractor to implement a process that accurately identifies professional and consultant services agreements.

**Estimated Completion Date:** FY 2026 Q2

**Recommendation #5:** Direct the CO to determine the allowability of the \$2,268,601 in questioned invoice costs.

**DOE Response:** Concur. The PNSO will conduct a cost allowability review and issue a CO final determination to the contractor.

**Estimated Completion Date:** One year from issuance of final report.

## FEEDBACK

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