

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY



Office of Government Ethics



In Re: A. Alexander  
Case No.: 20-0037-P

**NEGOTIATED DISPOSITION:**

Pursuant to section 221(a)(4)(A)(v)<sup>1</sup> of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011 ("Ethics Act"), effective April 27, 2012 (D.C. Law 19 -12 4, D.C. Official Code § 1 -116 1.01 *et seq.*), the Office of Government Ethics ("the Office" or "OGE") hereby enters into this Public Negotiated Disposition with the Respondent, A. Alexander. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**FINDINGS OF FACT**

Respondent was an employee of the Department of Behavioral Health ("DBH") during the Summer of 2017. On two occasions, the Respondent used her District government email account and signature line to contact a District government vendor and make employment inquiries on behalf of her son.<sup>2</sup> Respondent's son began working with the vendor sometime after Respondent made her initial inquiry. Respondent's son was employed by the vendor from June 2017 until August 2017 and earned a total of \$1,760.00.

Additionally, Respondent coordinated the hiring of her brother-in-law as a contract employee with her agency. Respondent contacted a temp agency previously used by DBH and instructed one of the temp agency's employees to submit her brother-in-law to her agency as a candidate to fill a temporary vacancy at the agency. During an interview with OGE, the Respondent admitted that her brother-in-law was the only candidate the agency considered to fill the position. Respondent also admitted that, during the hiring process, she did not advise DBH of the nature of her personal relationship with her brother-in-law. Respondent and DBH subsequently worked with the temp agency to hire Respondent's brother-in-law, and he was brought on board on or about July 11, 2018. The Respondent's brother-in-law was projected to work until September 14, 2018 and then have his contract renewed for a longer period of time. On or about September 4, 2018, DBH became aware that this temporary employee was Respondent's brother-in-law; the agency subsequently ended its contract for his services near the end of September, and his last day with the agency was September 30, 2018.

<sup>1</sup> Section 221(a)(4)(A) of the Ethics Act provides, in pertinent part, that "[i]n addition to any civil penalty imposed under this title a violation of the Code of Conduct may result in the following:....Any negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board."

<sup>2</sup> Respondent sent the first email on June 10, 2017 and the second email on August 18, 2017.

## II. NATURE OF VIOLATIONS

Respondent's conduct is in violation of the District Code of Conduct, as set forth below:

- ❖ Count One: Failing to act impartially and not give preferential treatment to any private organization or individual in violation of DPM § 1800.3(h).
  - Respondent instructed a District government contractor to hire her brother-in-law to fill a temporary vacancy at her agency without consideration of any other candidates.
- ❖ Count Two: Using government resources for other than official business, or government approved or sponsored activities in violation of DPM 1807(b).
  - Respondent used her government email address and signature line to correspond with a District government contractor regarding her son's employment with that contractor.
- ❖ Count Three: Using her official title or position in a manner that the employee knows is likely to have a direct and predictable effect on the financial interests of a person or entity that is closely affiliated with the employee, in violation of D.C. Official Code § 1-1162.23(a).
  - Respondent used her government email address and signature line to correspond with a District government contractor regarding her son's employment with that contractor.

**None of the above-referenced actions were authorized by the District of Columbia.**

Respondent accepted full responsibility for her actions when meeting with OGE employees to resolve this matter. Respondent identified the following factors as mitigating circumstances to be considered by OGE in deciding upon an appropriate remedy in this matter, which factors OGE took into consideration and gave such weight as OGE believed was warranted:

- Respondent states that she was unaware that using her work email address to conduct personal business constituted an ethics violation.

Moreover, by agreeing to settle this matter via a negotiated disposition, Respondent will allow OGE to avoid expending significant time and resources to litigate this matter through a contested hearing, and to focus its finite resources on other investigations.

## III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that her conduct violated the District Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$1,000.00**, to resolve these violations of the District Code of Conduct, in accordance with the following terms and conditions:

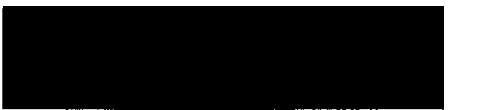
1. Respondent agrees to satisfy her \$1,000.00 fine by tendering four (4) bi-weekly payments of \$250.00 to OGE, by certified check or money order, made out to the D.C. Treasurer, and delivered to and received by OGE at 441 4<sup>th</sup> Street N.W.,

Suite 830 South, Washington D.C. 20001, beginning on December 9, 2019 and continuing, every two weeks thereafter until the fine is satisfied.

- a. The payment schedule shall occur as follows:
  - i. Payment 1 – December 9, 2019
  - ii. Payment 2 – December 23, 2019
  - iii. Payment 3 – January 6, 2020
  - iv. Payment 4 – January 20, 2020
2. Respondent agrees that, if any one of the four bi-weekly payments is not paid timely, Respondent will be automatically garnished for the remaining payments through automatic wage garnishment from her District of Columbia paychecks, beginning with the pay period that occurs immediately after the untimely or missed payment and continuing thereafter until the fine is satisfied.
3. Respondent agrees to attend a full ethics training program conducted by OGE by March 5, 2020 and provide proof of attendance.

Respondent agrees to pay a fine in the amount of \$1,000.00 and promises not to engage in such conduct in the future. In return for Respondent's acknowledgement and agreement, the Office will seek no further remedy and will take no further action relating to the above misconduct.

**Respondent acknowledges and understands that this Negotiated Disposition is only binding upon herself and OGE in resolution of her violations of the Code of Conduct that applies to District government employees and public officials. Respondent acknowledges and understands that OGE does not have the authority to bind any other District or federal government agency to this agreement, including but not limited to the Metropolitan Police Department, the District of Columbia Office of the Attorney General ("OAG"), the United States Attorney for the District of Columbia ("USAO") or the United States Department of Justice ("DOJ"). Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Settlement, her conduct described hereinabove may also subject her to the imposition of civil and/or criminal penalties by other government agencies who are not bound by the terms of this agreement whatsoever.**



A.  Alexander  
Respondent

11/15/19  
Date

Respondent understands that if she fails to pay the full \$1,000.00 fine in accordance with the terms set forth hereinabove, pursuant to section 221(a)(5)(A) of the Ethics Act (D.C. Official Code § 1-1162.21(a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District of Columbia for enforcement of this Negotiated Disposition and the accompanying Board Order assessing the fine. Respondent agrees that this Negotiated Disposition is not just an admission of wrongdoing, but constitutes various factual admissions by her that may be used in any subsequent enforcement or judicial proceeding that may result from her failure to comply

with this agreement. Respondent also understands that, pursuant to section 217 of the Ethics Act (D.C. Official Code § 1-1162.17), she has the right to appeal any order or fine made by the Ethics Board. Nonetheless, Respondent knowingly and willingly waives her right to appeal the accompanying Board Order assessing the \$1,000.00 fine in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.


Respondent further understands that if she fails to adhere to this agreement, OGE may instead, at its sole option, recommend that the Ethics Board nullify this settlement and hold an open and adversarial hearing on this matter, after which the Ethics Board may impose sanctions up to the full statutory amount (\$5,000.00 per violation) as provided in the Ethics Act for each violation.<sup>3</sup> Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent waives any statute of limitation defenses should the Ethics Board decide to proceed in that matter as a result of Respondent's breach of this agreement.

The mutual promises outlined herein constitute the entire agreement in this case. Failure to adhere to any provision of this agreement is a breach rendering the entire agreement void. By our signatures, we agree to the terms outlined therein.



A. Alexander (Respondent)

11/15/19  
Date

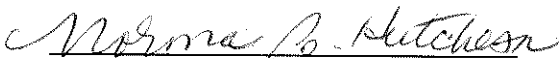


Brent Wolfingbarger  
Director of Government Ethics

12-3-2019  
Date

This agreement shall not be deemed effective unless and until it is approved by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairman below.

APPROVED:



Norma B. Hutcheson  
Chairperson, Board of Ethics and Government Accountability

Dec 5, 2019  
Date

#20-0037-P  
BW/ASM/IC

<sup>3</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY



Office of Government Ethics



IN RE: A. Alexander

Respondent

CASE No.: 20-0037-P

**ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on September 5, 2019, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of ONE THOUSAND DOLLARS (\$1,000.00).

This Order is effective upon approval by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

The Board commends the work of its staff members who investigated this case, including Attorney Advisor Asia Stewart-Mitchell and Investigator Ileana Corrales.

Handwritten signature of Norma B. Hutcheson in cursive.

Norma B. Hutcheson  
Chair, Board of Ethics and Government Accountability

Handwritten date "Dec 5, 2019" in cursive.

Date