

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



Office of Government Ethics



In Re: K. Dobson
Case No.: 22-0013-P

NEGOTIATED DISPOSITION

Pursuant to section 221(a)(4)(A)(v)¹ 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, K. Dobson. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

At the time in question, Respondent served as the Deputy Director for the Quality Assurance and Performance Management Administration at the Department on Disability Services ("DDS"). Respondent served in that role for two years, from November 2019 to November 2021. Respondent had four direct-report subordinates while serving in the role.

In March 2021, Respondent was asked to serve on a technical evaluation panel to evaluate competitive sealed proposals received from three offerors for a contract to deliver provider certification review ("PCR") services. To serve on the panel, Respondent was required to sign certain documents, including a "Statement Regarding Conflicts of Interest". By signing the "Statement Regarding Conflicts of Interest", Respondent certified that, in pertinent part, he, to the best of his knowledge, had no "direct or indirect financial interest in, or personal, business or professional affiliation with, any firm submitting a proposal for consideration and evaluation which would create a conflict of interest, or the appearance of conflict of interest, with [his] duties in support of the subject procurement". Respondent further certified a pertinent clause of the "Statement Regarding Conflicts of Interest", quoted below:

"I understand that I have a continuing obligation to disclose any circumstances that may create any actual or apparent conflict of interest. In the event that I become aware of any such conflict of interest, I agree to immediately report this fact to the Contracting Officer and take no further action concerning the procurement pending receipt of any instructions that he/she may give me in this matter."

¹ 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."

On March 31, 2021, Respondent signed the “Statement Regarding Conflicts of Interest”. On the very same day he certified that he had no conflicts, Respondent submitted a job application with one of the bidding companies, Liberty Healthcare Corporation (“Liberty”).² Respondent continued to serve on the technical evaluation panel, while he had a pending application with Liberty. Respondent did not notify the Contracting Officer or any other District government employee of his pending job application, nor did he, at any time, recuse himself from the technical evaluation panel. Respondent admitted that a representative from Liberty contacted him to set up a job interview but stated that he did not hear back from the company after that initial contact.

On or about July 30, 2021, DDS awarded the contract to Qlarant Quality Solutions, Inc. (“Qlarant”). On August 13, 2021, Liberty submitted a bid protest to the Contract Appeals Board (“CAB”), which alleged that Respondent’s “actions may have resulted in an actual or apparent conflict, or at a minimum created the appearance of a conflict, that was left unresolved throughout the procurement” and that it had been harmed as a result.³ According to Liberty’s bid protest, Respondent was notified on April 12, 2021, that he was not selected for the position.⁴

Ultimately, DDS rescinded its contract offer to Qlarant and reevaluated the three bidders. On September 28, 2021, the CAB dismissed Liberty’s bid protest, citing the agency’s corrective action of rescinding the offer and reevaluating the bids. Qlarant was reselected after the reevaluation process.

II. NATURE OF VIOLATIONS

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

- ❖ Engaging in outside...activities, including seeking or negotiating for employment, that conflict with their official government duties and responsibilities in violation of DPM 1800.3(j).
 - On March 31, 2021, Respondent submitted a job application to a company that had submitted a bid to his agency. Respondent sat on the technical evaluation panel, which evaluated the company’s bid. Respondent’s action conflicted with his District government duties.

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

Respondent accepts full responsibility for his actions. 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.

² Contract Appeals Board, Bid Protest No. P-1143, page 6.

³ Liberty specifically references Respondent’s job seeking while serving on the technical evaluation panel as the cause of its harm. *See* Contract Appeals Board, Bid Protest No. P-1143, page 7.

⁴ Contract Appeals Board, Bid Protest No. P-1143, page 6.

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that his conduct violated the District's Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$1,200.00** to resolve these violations of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to submit monthly, by electronic payment, **\$300.00**, commencing on November 1, 2022 and continuing on the 1st day of every month until the entire fine amount is fully satisfied.
2. Respondent agrees that he is solely responsible for satisfying the fine amount. Payment will be accepted by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID **22-0013P**;
3. All outstanding amounts not paid against the fine will be due in full on or before November 1, 2023 (the "Maturity Date").
4. Respondent agrees that he is solely responsible for satisfying the fine amount.

Additionally, Respondent promises not to engage in such conduct in the future. In consideration of Respondent's acknowledgement and agreement, OGE will seek no further remedy and will take no further action related to the above misconduct.

Respondent understands that if he fails to pay the full \$1,200.00 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 failure to pay the fine amount will result in collection action. Respondent agrees that this Negotiated Disposition is not just an admission of wrongdoing but constitutes various factual admissions by him that may be used in any subsequent enforcement or judicial proceeding that may result from his 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), he has the right to appeal any order or fine made by the Ethics Board. Nonetheless, Respondent knowingly and willingly waives his right to appeal the accompanying Board Order assessing the \$1,200.00 fine in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent further understands that if he 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.⁵ 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.

⁵ Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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.



 DOBSON
Respondent

10/4/2022
Date



ASHLEY COOKS
Director of Government Ethics

10/5/2022
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 Chairperson below.

APPROVED:



NORMA HUTCHESON
Chairperson, Board of Ethics and Government Accountability

10/6/2022
Date

#22-0013-P
AC/ASM/IC

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
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Office of Government Ethics



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Respondent

CASE No.: 22-0013-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on October 6, 2022, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of Twelve Hundred Dollars (\$1,200.00).

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

Norma B. Hutcheson

NORMA HUTCHESON
Chair, Board of Ethics and Government Accountability

10/6/2022

Date