

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



Office of Government Ethics



In Re: H. Muhammad
Case No.: 22-0102-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 this Public Negotiated Disposition with the Respondent, H. Muhammad. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent served as a Manager for the DC Department of Disability Services (“DDS”) from September 1, 2019, until June 16, 2022. Respondent described their work duties as “managing multiple units within the agency, a team of 36 staff and more than 100 processes”.

In late 2021 Respondent was directly involved in the hiring of their brother-in-law. Respondent participated in the hiring process for a Business Support Specialist. Respondent sat on the interview panel and interviewed their brother-in-law, among other candidates. Respondent’s brother-in-law was ultimately offered the position and on November 18, 2021, Respondent’s brother-in-law began working in the position. Respondent’s brother-in-law was hired at a salary of \$71,083.

At the end of 2021 and beginning of 2022, Respondent was directly involved in the hire of their half-sister to a 13-month term position with DDS. According to Respondent, an internal promotion created a vacancy for a Grade 8 Program Support Specialist at the agency. The position followed a competitive hiring process, and the highest qualified candidate was selected, but the candidate declined the position because of personal reasons. The HR representative for DDS stated that Respondent was not interested in offering the competitive position to the second most qualified candidate. Respondent contends that the second most qualified candidate did not meet the need of the position description.

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.”

Respondent contends that the position was then transitioned to a term position, to provide Respondent with time to repost the position competitively while providing the immediate critical support needed, as the position had already been vacant for several months.

Respondent stated that they were asked by DDS's Human Resources Department if they knew of anyone who could fill the open term position. Respondent suggested their half-sister for the term position and forwarded their sister's resume to DDS's HR representative. Respondent stated that they believed their sister to be qualified for the position.

On January 3, 2022, Respondent's half-sister began working in the 13-month term as a Program Support Assistant, under the direct supervision of Respondent. In an interview with BEGA staff, Respondent confirmed that they were involved in the hiring of their half-sister and that their half-sister worked under their direct supervision. Respondent's half-sister was hired at a salary of \$53,620. On May 26, 2022, Respondent's brother-in-law and half-sister were terminated from their positions and on June 1, 2022, Respondent was terminated from their position as well. At the time of their termination, Respondent was earning approximately \$156,000.

Respondent contends that they have already been punished with termination and a period of unemployment. Respondent contends that their intention was to fill the vacancy, not necessarily to hire a relative. Respondent contends that they were unaware of the District's nepotism rules.

II. NATURE OF VIOLATIONS

Respondent's conduct is in violation of the District Personnel Manual ("DPM"), as set forth below:

- ❖ Directly or indirectly make a hiring decision regarding a position within their own agency with respect to a relative in violation of DPM § 1806.3.
 - Respondent's half-sister meets the definition of a relative under DPM 1899.1. Respondent hired their half-sister to a 13-month term as a Program Support Assistant. Respondent's half-sister worked approximately 4 months of her 13-month term and did so under Respondent's direct supervision.

- ❖ Failure to file a written recusal, which shall be included in the relative's official personnel file along with the subject personnel action in violation of DPM § 1806.6.
 - Respondent did not file a written recusal notifying their agency that their half-sister had applied for a position. Respondent failed to recuse themselves when DDS contemplated hiring their half-sister. In fact, Respondent suggested their half-sister for the vacant position.

- ❖ Directly or indirectly make a hiring decision regarding a position within their own agency with respect to a relative in violation of DPM § 1806.3.
 - Respondent's brother-in-law meets the definition of relative under DPM 18.99.1. Respondent hired their brother-in-law as a Business Support Specialist. Respondent's brother-in-law worked approximately 6 months in the position.

- ❖ Failure to file a written recusal, which shall be included in the relative's official personnel file along with the subject personnel action in violation of DPM § 1806.6.
 - Respondent did not file a written recusal notifying their agency that their brother-in-law had applied for a position. Respondent failed to recuse themselves when DDS contemplated hiring their brother-in-law. In fact, Respondent served on her brother-in-law's interview panel.

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

Respondent admits that their actions described here violated the District Personnel Manual and has determined that it is in their best interest to enter into this negotiated disposition to facilitate a resolution of this violation. Respondent waives their right to proceed to an adversarial hearing in this matter and they voluntarily, knowingly, and understandingly consents to the Board's imposition of a fine against them in this matter. 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 agrees to pay a fine in the amount of **\$1,500.00**. Pursuant to DPM § 1806.5, Respondent agrees to pay restitution in the amount of **\$64,913.15** to resolve these violations of the District Personnel Manual, in accordance with the following terms and conditions:

1. Respondent agrees to payments in the amount of \$500.00 via automatic deduction from Respondent's paycheck, commencing on August 1, 2023, and continuing the 1st day of every month;
2. By this agreement, Respondent expressly authorizes the Office of Pay and Retirement Services (OPRS) to make these deductions and to transfer such funds to the Board of Ethics and Government Accountability;
3. In the event that Respondent's employment with the District government ceases prior to complete satisfaction of the fine amount, Respondent agrees that any outstanding fine or restitution amount will be satisfied by deduction in full from Respondent's final District government paycheck and/or any payment to the Respondent from the District government for unused annual leave;
4. Respondent agree to satisfy the entire fine and restitution amounts by August 1, 2024;
5. Respondent acknowledges that, whether OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine and restitution. Payment will be accepted by certified check or money


order, made out to the D.C. Treasurer, delivered to and received by OGE at 441 4th Street NW, Suite 830 South, Washington, DC 20001 or by electronic payment at <https://dcwebforms.dc.gov/pay/bega1/> using transaction ID 22-0102-P;

6. The total fine amount shall be due in full on or before August 1, 2024 (the "Maturity Date").
7. Respondent agrees to attend ethics training within six months of execution of this agreement.

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 they fail to pay the full **\$1500.00 fine** and **\$64,913.15 restitution** in accordance with the terms set forth here, 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 further understands that if they fail 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.² 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 within 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.


H. MUHAMMAD
Respondent

7/12/23
Date


ASHLEY COOKS
Director of Government Ethics

7/12/2023

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.

² Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

APPROVED:



NORMA HUTCHESON
Chairperson, Board of Ethics and Government Accountability

7/13/2023

Date

#22-0102-P
AC/ASM

GOVERNMENT OF THE DISTRICT OF COLUMBIA
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Respondent

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ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board on July 13, 2023, and upon the entire record in this case; it is, therefore:

ORDERED that Respondent pay a civil penalty in the amount of One Thousand Five Dollars (\$1,500.00);

ORDERED the Respondent pay restitution in the amount of Sixty-Four Thousand Nine Hundred and Thirteen Dollars and Fifteen Cents (\$64,913.15).

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

A handwritten signature in black ink that reads "Norma B. Hutcheson". The signature is written in a cursive style with a large initial 'N'.

NORMA HUTCHESON
Chair, Board of Ethics and Government Accountability

07/13/2023

Date