

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

Office of Government Ethics



In Re: J. Smith
Case No. 22-0078-P

NEGOTIATED DISPOSITION:

Pursuant to section 221 (a)(4)(E)¹ of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011, effective April 27, 2012, D.C. Law 19-124, D.C. Code § 1-1161.01 *et seq.*, (“Ethics Act”), the Office of Government Ethics (the “Office” or “OGE”) hereby enters into this public negotiated settlement agreement with the Respondent, J. Smith. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

FINDINGS OF FACT:

Respondent has served as the Interim Director of the Department of Aging and Community Living (DACL) since June 2022. Prior to holding that position, Respondent served as the Chief Program Officer at DACL and Senior Advisor to the Deputy Mayor for Health and Human Services. As the Chief Program Officer, Respondent acted as a liaison between DACL and their grantees, oversaw the Informational Referral Assistance Team, Medicaid Enrollment Services Team, State Health Insurance Team, Programs and Grant Team, and the agency’s budget. As Senior Advisor to the Deputy Mayor, Respondent advised the Deputy Mayor on large-scale projects, primarily related to homeless encampments, as the Deputy Mayor transitioned new staff onto his team. As Interim Director, Respondent is responsible for overseeing the strategic direction of the agency and program development and improvement.

Respondent and her husband own a condominium unit located at [REDACTED], [REDACTED]. Using a voucher program facilitated by the Department of Human Services, Respondent and her husband identified a tenant to rent their property. On January 8, 2021, the Respondent entered into a leasing agreement with the tenant (“Tenant”). The Tenant’s lease agreement expired on January 8, 2022, and became a month-to-month agreement thereafter. Respondent received various noise complaints from the condominium throughout the Tenant’s time in the unit. Eventually, the condominium board began to fine the Respondent and her husband for the noise complaints and stated that the Respondent and her husband would not be permitted to rent anymore because the building was at their maximum capacity for rental units. The Respondent began talking to a case manager from Friendship Place, which is the non-profit organization responsible for managing the tenant’s housing case. Respondent sought counsel from the Tenant’s Case Manager and the Department of Human Services (“DHS”) on how best to handle the situation, without displacing the Tenant. Respondent was informed that the situation met the

¹ Section 221(a)(4)(E) of the Ethics Act provides, “[i]n addition to any civil penalty imposed under this title, a violation of the Code of Conduct may result in the following: . . . [a] negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board.”

qualifications for an “Emergency Relocation” of the Tenant and that Respondent should get the Tenant’s approval and then ask the Case Manager to put in a request for a relocation.

On February 7, 2022, and April 5, 2022, Respondent used her District government email address to communicate with Department of Human Services’ employee, T.H., to follow up on the status of the relocation process and to inform DHS of the difficulties with finding out whether Friendship Place had shown the Tenant any apartment units. Respondent also inquired if there was anything she needed to do regarding the process.

Respondent was designated as a Public Financial Disclosure Statement filer in 2020 and 2021. As such, Respondent was required to report her and her spouse’s ownership of the property located at [REDACTED] in response to questions 11 and 12 on the financial disclosure form. However, Respondent failed to report her or her spouse’s ownership interest in the property in either year. Respondent claims that she misunderstood the questions and has since amended the forms and rectified the situation.

NATURE OF MISCONDUCT

Respondent violated the following provisions of the District Personnel Manual (“DPM”)

Count One: Using government property for other than authorized purposes in violation of DPM § 1807.1(b).

- Respondent violated this rule when she utilized her District government email to follow up with a DHS employee on the relocation process of a tenant residing in her and her husband’s property on February 7, 2022, and April 5, 2022.

Count Two: Using public office or position for private gain in violation of DPM § 1800.3(g) or taking actions creating the appearance that they are violating ethical standards of DPM § 1800.3(g), in violation of DPM § 1800.3(n).

- While Respondent did not ask for preferential treatment or obtain financial gain, Respondent violated this rule when she sent emails to DHS employees using her official email account, while in her official capacity. Respondent’s email address contained her “EOM” affiliation and her signature as “Chief Program Officer, Department of Aging and Community Living.”

Count Three: Failing to provide information pertaining to real property in violation of DPM § 1810.19.

- Respondent violated this rule when she failed to report her and her spouse’s ownership interest in the property located at [REDACTED] [REDACTED] [REDACTED] on her 2020 and 2021 Public Financial Disclosure Statements.

The Respondent's conduct as described above was not authorized by the District of Columbia. In mitigation, Respondent cooperated with this Office's investigation. 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.

TERMS OF THE NEGOTIATED SETTLEMENT

Respondent acknowledges that her conduct was a violation of the Code of Conduct. Respondent agrees to pay a fine in the amount of **\$1600.00** to resolve this violation of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to payments in the amount of **\$200.00** via automatic deduction from Respondent's paycheck, commencing on February 1, 2023, and continuing the 1st day of every month until the entire fine amount is fully satisfied;
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 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 acknowledges that, whether or not OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount and may do so using the following payment link: <https://dcwebforms.dc.gov/pay/bega1/>
5. The total fine amount shall be due in full on or before **September 1, 2023** (the "Maturity Date").
6. 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.

Pursuant to 3 DCMR § 5902.13, Respondent may apply for expungement one (1) year from the effective date of this Negotiated Disposition.

Respondent acknowledges that if Respondent fails to pay the \$1,600.00 fine in the manner and within the time limit provided above, 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 acknowledges and understands that this Negotiated Disposition is 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 knowingly and willingly waives her right to appeal the accompanying Board Order imposing a 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, send any unpaid fine amount to collections or 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 OGE 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. Respondent also understands that if she fails to pay the 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 settlement and the accompanying Board Order assessing the fine.

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.


 **Smith**
Respondent


Date



Ashley D. Cooks
Director of Government Ethics

12/8/2022 _____
Date

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

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:



1/5/2023

Norma Hutcheson
Chairperson, BEGA
#22-0078-P
MJ/RC/AC

Date

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

Office of Government Ethics

IN RE: [REDACTED] Smith
Respondent

CASE No.: 22-0078-P

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on January 5, 2023, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **SIXTEEN HUNDRED DOLLARS** (\$1,600.00).

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



NORMA HUTCHESON
Chair, Board of Ethics and Government Accountability

1/5/2023
Date

