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

Office of Government Ethics



In Re: N. Tourinho Case No. 24-0057-P

## **NEGOTIATED DISPOSITION:**

Pursuant to section 221 (a)(4)(E)<sup>1</sup> 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, N. Tourinho. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

#### FINDINGS OF FACT:

At all relevant times Respondent served as a District government employee with DC Department of Human Services ("DHS") as a Supervisory Social Worker.

An OGE investigation revealed that Respondent organized and registered ("The LLC") as a limited liability company in 2020. Respondent reviewed an online posting for a grant opportunity regarding mental health professionals, which was administered by the DC Department of Behavioral Health ("DBH"). Respondent subsequently signed and submitted a grant application on behalf of the LLC. On August 9, 2023, Respondent signed two Notice of Grant Awards and a Modification Notice as the owner of the LLC agreeing to the awarded Comprehensive Expansion School-Based Behavioral Health Grant from DBH. The organization was initially awarded \$489,113.50 and the grant amount was modified to increase the amount by \$70,333.67 with a total award of \$559,447.17 for the 2023 fiscal year. On October 18, 2023, Respondent signed the Notice of Grant Award which continued the grant from October 2023 to September 2024 and modified the 2024 fiscal year amount to total \$1,213,061.98. The funding of this grant was used to hire and manage therapists and other health specialists who provide services to DC Public Schools ("DCPS") students during school hours.

The OGE investigation also revealed that Respondent's tour of duty is 8:30 AM to 5:00 PM in 2023, but 7:30 PM to 4:30 PM in 2024. In 2023, the evidence shows that Respondent sent 9 emails regarding the grant to DBH, using the LLC's email that included Respondent's name. Of the 9 emails, 7 were sent to DBH between Tuesday, October 3, 2023, and Friday, December 15, 2023,

<sup>&</sup>lt;sup>1</sup> 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."

during Respondent's tour of duty. Respondent also sent 12 emails between March 3, 2024, and May 6, 2024, of which 10 were sent during her tour of duty.

#### NATURE OF MISCONDUCT

Respondent violated the following provision of the Ethics Act and District Personnel Manual ("DPM"):

- Count One: Serving in a representative capacity or as an agent or attorney for any outside entity involving any matter before the District of Columbia in violation of DPM § 1807.1(h):
  - Respondent signed and submitted the application for the grant from DBH, signed the Notice of Grant Award documents, and signed a modification to the grant. Respondent sent 21 emails in total on behalf of the LLC in communication with DBH regarding the grant or operations of the grant within the years 2023 and 2024.
- Count Two: Using government time or resources for other than official business, or government approved or sponsored activities, in violation of DPM § 1807.1(b):
  - Respondent sent 21 emails in total on behalf of the LLC in communication with DBH. Seventeen of those emails sent were during Respondent's official tour of duty within years 2023 and 2024.

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

Respondent accepted full responsibility for the conduct stated herein. Respondent acknowledges that the conduct violated the Code of Conduct. Respondent identified the following factors as mitigating circumstances to be considered by OGE in deciding upon an appropriate remedy in this matter. OGE considered said factors and gave such weight as OGE believed was warranted. Respondent attempted to acquire a personal understanding of whether the actions described herein were lawful but did not seek advice from OGE to confirm that understanding.

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 agrees to a fine in the amount of **THREE THOUSAND DOLLARS** (\$3,000.00). Additionally, Respondent promises not to engage in such conduct in the future and to attend full ethics training within three months. 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.

1. Respondent agrees to pay the \$3,000.00 fine no later than September 2, 2024. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 1030 15<sup>th</sup> Street NW, Suite 700 West, Washington, DC 20005 or by electronic payment at https://dcwebforms.dc.gov/pay/bega1/ using transaction ID 24-0057P.

- Respondent agrees to pay the full fine amount by September 2, 2024. Otherwise, the Office
  of Pay and Retirement Services will deduct \$250 biweekly from Respondent's pay.
  Respondent agrees to satisfy the entire fine amount on or before May 1, 2025 (the "Maturity
  Date");
- 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 the Office of Pay and Retirement Services completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine;
- 5. Respondent agrees to attend ethics training no later than October 1, 2024.

Respondent acknowledges and understands that this Negotiated Disposition is personally binding between Respondent and OGE in resolution of the violations of the Code of Conduct that applies to District government employees and public officials. Nonetheless, the Respondent knowingly and willingly waives the right to appeal the accompanying Board Order in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent further understands that upon the failure 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.<sup>2</sup> 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.

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.

N: Tourinho Respondent	7/25/2024 Date
Auco	8/1/2024
Ashley Cooks	Date

<sup>&</sup>lt;sup>2</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

### Director of Government Ethics

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!	B. Hotekean
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8/1/2024

Norma Hutcheson

Date

Chairperson, Board of Ethics and Government Accountability

#24-0057-P AC/ME/ASM

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

Office of Government Ethics

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IN RE: N. Tourinho Respondent

**CASE No.: 24-0057-P** 

## **ORDER**

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on August 1, 2024, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of **THREE THOUSAND DOLLARS (\$3,000.00)**.

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

Norma B. Hatereson	8/1/2024	
NORMA HUTCHESON	Date	_
Chairperson, Board of Ethics and Government Accountability		