

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



Office of Government Ethics



In Re: J. [REDACTED] Jolly  
Case No.: 20-0047-P

PUBLIC 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 19-124; D.C. Official Code § 1-1161.01 et seq.), the Office of Government Ethics (“OGE”) hereby enters into this Public Negotiated Disposition with the Respondent, J. Jolly. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent has served as a Public Health Analyst in the Community Health Administration of the Department of Health (“DOH”) since 2017. Respondent’s duties and responsibilities include oversight of chronic disease prevention initiatives. Respondent also served as an [REDACTED] University Adjunct Professor from September 2015 – May 2019 by instructing an online, self-guided nutrition course.

According to the evidence, Respondent engaged in unethical conduct, as explained below.

In 2018, the DOH received federal grant funding for the initiation of an obesity prevention program. DOH issued a request for applications for entities to implement obesity prevention initiatives. [REDACTED] University (“the University”) was one of several applicants for the grant. All the grant applications were submitted through DOH’s grants management system database. Respondent had access to the database and had knowledge of the applicants. The applications were reviewed by DOH’s Office of Grants Management, externals reviewers, and internal reviewers. In April 2019, based on the final review scores submitted by external reviewers, the Office of Grants Management selected the University, along with four other applicants to receive funds under the grant. Respondent did not participate in the application review process or the decision to select the grantees that would receive the funding; however, Respondent was assigned as the Project Officer for the grant once the University had been selected to receive the award.

Prior to awarding the grant funds, during pre-award negotiations, DOH required all the grantees to submit an updated budget/ work plan that matched the grant’s timeline because the review and

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<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.”

selection process had taken longer than expected. Once submitted, as an administrative function, the revised budget must be approved by the Grants Monitor, Project Officer, and the Program Manager. As the Project Officer, Respondent participated in those pre-award negotiations by approving the University's updated budget/ work plan. Shortly thereafter, the Program Manager, Division Chief and Deputy Director approved the University's updated budget/ work plan, which was the final step in the grant process.

Respondent did not approve any of [REDACTED] University's reimbursement requests while she was employed with that entity. And there is no evidence that Respondent participated in the grant application as an American University employee.

Respondent served as the Project Officer for this grant until October 2019, when she self-disclosed her prior [REDACTED] University employment on the annual conflict of interest disclosure form required by DOH's Office of Grants Management at the beginning of each new fiscal year. Respondent was promptly reassigned to another project after her conflict of interest was discovered.

## II. NATURE OF VIOLATIONS

According to OGE, Respondent violated one section of the District's Code of Conduct, as set forth below:<sup>2</sup>

- D.C. Official Code § 1-1162.23(a) (Conflicts of Interest): No employee shall use his or her official position or title, or personally and substantially participate, through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, in a judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, or other particular matter, or attempt to influence the outcome of a particular matter, in a manner that the employee knows is likely to have a direct and predictable effect on the employee's financial interests or the financial interests of a *person closely affiliated with the employee. (Emphasize added).*

The Ethics Act defines "person closely affiliated" as a "spouse, dependent child, general partner, a member of the employee's household, or an affiliated organization."<sup>3</sup> An "affiliated organization" is an organization which an employee serves as officer, director, trustee, general partner, or employee.<sup>4</sup> Because Respondent was employed with the University, it met the definition as an "affiliated organization" and therefore also a "person closely affiliated" with the Respondent. Thus, Respondent was prohibited from using her

<sup>2</sup> According to D.C. Official Code § 1-1162.01a, the Ethics Act and "the Code of Conduct shall apply to all employees and public officials serving the District of Columbia, its instrumentalities, subordinate and independent agencies, the Council of the District of Columbia, boards and commissions, and Advisory Neighborhood Commissions, but excluding the courts." The Ethics Act is a part of the Code of Conduct. See D.C. Official Code § 1-1161.01(7)(E).

<sup>3</sup> D.C. Official Code § 1-1161.01(43).

<sup>4</sup> D.C. Official Code § 1-1161.01(3)(A)(i).

official title/ position or personally and substantially participating through decision, approval or otherwise, in a particular matter involving the University, in a manner that the Respondent knew was likely to have a direct and predictable effect on the University's financial interests.

Respondent violated the Conflict of Interest Rule by approving the University's updated budget/ work plan during the pre-award negotiation period. Respondent should have recused from any participation in this grant award once she gained knowledge that the University had applied for the grant.

It is worth noting that Respondent did not intend to violate the ethics rules when she approved the updated budget/ work plan. Nor was Respondent's conduct planned or deliberate. Respondent was unaware that her conduct created a conflict of interest, especially since the University had already been selected as a grant recipient by the Office of Grants Management and Respondent was not involved in that decision. Respondent had previously informed her colleagues of her outside employment with the University and thought that it was common knowledge within the office. In mitigation of Respondent's conduct, when prompted to file a conflict of interest disclosure form, she truthfully self-disclosed her prior employment relationship with the University and was immediately removed from the grant. Also, Respondent fully cooperated with OGE staff and expressed remorse for her conduct.

### III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent notes that she did not intend to engage in any act that violated the District Code of Conduct, but did so unknowingly at the time. Respondent admits that her conduct violated the District Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$500.00** to resolve her violation of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to authorize the District of Columbia Office of Pay and Retirement Services ("OPRS") and/or the D.C. Treasurer to deduct payments of **\$500.00** from her paycheck and transfer such funds to the Board of Ethics and Government Accountability, commencing immediately upon execution of this agreement;
2. Respondent agrees that, in the event that her employment with the District government ceases prior to complete satisfaction of the fine amount, any outstanding fine amount will be satisfied by deduction in full from Respondent's final paycheck and/or any payment to the Respondent for unused annual leave;
3. Respondent agrees that, whether or not OPRS completes these deductions as described herein, Respondent is nonetheless solely responsible for satisfying the fine amount. 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 4<sup>th</sup> Street NW, Suite 830 South, Washington, DC 20001;
4. All outstanding amounts not paid against the fine will be due in full on or before August 6, 2021 (the "Maturity Date").

Respondent promises not to engage in such conduct in the future, and further agrees to attend an ethics training offered by OGE within six months of the full execution of this Negotiated Disposition Agreement, or no later than November 6, 2021.

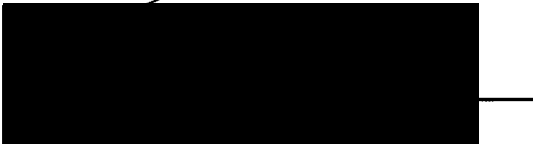
In consideration of Respondent's acknowledgement and agreement, OGE will seek no further remedy and will take no further action related to the above misconduct.

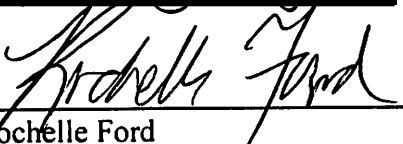
Pursuant to 3 DCMR 5902.16, one year from the date of execution of this Negotiated Disposition, the Respondent may apply for an expungement of this matter. Upon receipt of such an application from the Respondent, the Director will issue a letter notifying the Respondent of the determination that this Negotiated Disposition has been expunged, provided that Respondent has met all of the requirements set forth in 3 DCMR 5902.16.

Respondent acknowledges and understands that this Negotiated Disposition is only binding upon himself and OGE in resolution of her alleged 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.

Respondent also understands that if she fails to pay the \$500.00 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 settlement and the accompanying Board Order assessing the fine. Respondent further understands that if she fails to adhere to this agreement, the Office 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 Board may impose sanctions up to the full statutory amount (\$5,000 per violation) as provided in the Ethics Act for each violation.<sup>5</sup> Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and adversarial hearing on this matter, Respondent agrees to waive any statute of limitation defenses should the Board decide to proceed in that manner 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 herein.



  
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Rochelle Ford  
Director of Government Ethics

5/5/2021  
\_\_\_\_\_  
Date

5/12/2021  
\_\_\_\_\_  
Date

<sup>5</sup> 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 Chairman below.

APPROVED: \_\_\_\_\_



Norma Hutcheson  
Chairperson, Board of Ethics and Government

May 6, 2021

Date