

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

Office of Government Ethics



In Re: M. Wyche  
Case No.: 19-0008-F

**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 -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, M. Wyche-Hall. Respondent agrees that the resulting disposition is a settlement of the above-titled action, detailed as follows:

**FINDINGS OF FACT**

Respondent served as a Management and Program Analyst for the Department of Youth Rehabilitation Services ("DYRS"). Respondent had official responsibility for monitoring a prime contractor which served as an administrative partner to DYRS and provided programming for DYRS' myriad youth initiatives. As a part of her official responsibility over the prime contractor Respondent maintained a professional relationship with the subcontractor on behalf of her agency.

On or about August 28, 2018, while she was still employed by DYRS, Respondent engaged in employment negotiations with the aforementioned subcontractor. Respondent did not notify her agency of these negotiations or recuse herself from her DYRS work with the subcontractor. On September 5, 2018 Respondent accepted an offer of employment with said subcontractor. Her projected work start date with the subcontractor is listed in her offer letter as September 14, 2018, nearly three weeks before her official last date of service with DYRS.<sup>2</sup>

In addition, less than a year after leaving DYRS, Respondent contacted the agency on two separate occasions, and requested that the agency share confidential DYRS work product with her.

II. **NATURE OF VIOLATIONS**

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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."

<sup>2</sup> Respondent served her official last day of service with DYRS on November 2, 2018.

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

- ❖ Count One: ...[S]eeking or negotiating for employment [in a manner which] conflict[s] with her official government duties and responsibilities in violation of DPM § 1800.3(j).
  - While employed with her former agency, Respondent engaged in employment discussions with an entity with whom her agency contracted.
  - Respondent had official responsibility for monitoring the prime contractor and maintained a professional relationship with the subcontractor on behalf of her agency.
  - There is no evidence that Respondent informed her agency of these employment negotiations or recused herself from her oversight role with the subcontractor.
- ❖ Count Two: Having transactions with her former agency intended to influence the agency in connection with any particular government matter pending before the agency or in which it has she has a direct and substantial interest, whether or not such matter involves a specific party, in violation of DPM § 1811.10.
  - On two separate occasions, Respondent contacted her former agency and requested that the agency share with her, a confidential agency work product which included data regarding Respondent's previous work duties.
  - The agency declined to share this confidential agency work product with Respondent on both occasions.

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

Respondent accepts responsibility for her 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.

### III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent acknowledges that her conduct violated the District Code of Conduct. Respondent agrees to pay a total fine in the amount of **\$2,000.00**, to resolve these violations of the District Code of Conduct, in accordance with the following terms and conditions:

1. Respondent agrees to satisfy her **\$2,000.00** fine by tendering four (4) bi-weekly payments of \$500 to OGE, by certified check or money order, made out to the D.C. Treasurer, and delivered or mailed to, and received by OGE at 441 4<sup>th</sup> Street, NW, Suite, 830 South, Washington, DC, 20001, beginning on January 16, 2020 and continuing every two weeks thereafter until the fine is satisfied..
  - a. Payment 1 – January 16, 2020
  - b. Payment 2 – January 30, 2020
  - c. Payment 3 - February 13, 2020
  - d. Payment 4 – February 27, 2020

2. Respondent agrees to attend a full ethics training program conducted by OGE within six months of returning to District government employment should she return.

All payments will be submitted by certified check or money order, made out to the D.C. Treasurer, and delivered to and received by OGE at 441 4<sup>th</sup> Street N.W., Suite 830 South, Washington D.C. 20001.

Respondent agrees to pay a fine in the amount of **\$2,000.00** and promises not to engage in such conduct in the future. In return for Respondent's acknowledgement and agreement, the Office will seek no further remedy and will take no further action relating to the above misconduct.

**Respondent acknowledges and understands that this Negotiated Disposition is only 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 acknowledges and understands that OGE does not have the authority to bind any other District or federal government agency to this agreement, including but not limited to the Metropolitan Police Department, the District of Columbia Office of the Attorney General ("OAG"), the United States Attorney for the District of Columbia ("USAO") or the United States Department of Justice ("DOJ"). Respondent further acknowledges and understands that notwithstanding the terms of this Negotiated Settlement, her conduct described hereinabove may also subject her to the imposition of civil and/or criminal penalties by other government agencies who are not bound by the terms of this agreement whatsoever.**

  
M. Wyche  
Respondent

12/13/2019  
Date

Respondent understands that if she fails to pay the full \$2,000.00 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 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 also understands that, pursuant to section 217 of the Ethics Act (D.C. Official Code § 1-1162.17), she has the right to appeal any order or fine made by the Ethics Board. Nonetheless, Respondent knowingly and willingly waives her right to appeal the accompanying Board Order assessing the \$2,000.00 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, 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>3</sup> 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 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.

[Redacted Signature]

M. Wythe  
Respondent

12/13/2019  
Date

*Brent Wolfingbarger, Acting Director*

Brent Wolfingbarger  
Director of Government Ethics

Jan. 6, 2020  
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 Chairman below.

APPROVED:

*Norma B. Hutcheson*

Norma B. Hutcheson  
Chairperson, Board of Ethics and Government Accountability

Jan. 9, 2020  
Date

#19-0008-F  
BW/ASM

<sup>3</sup> Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

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Office of Government Ethics



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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 herein on January 9, 2020, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of TWO THOUSAND DOLLARS (\$2,000).

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

The Board commends the work of its staff members who investigated this case, including Attorney Advisor Asia Stewart-Mitchell and Investigator Ileana Corrales.

*Norma Hutcheson*

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NORMA HUTCHESON  
Chair, Board of Ethics and Government Accountability

*January 9, 2020*

\_\_\_\_\_  
Date