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DEPARTMENT OF JUSTICE | OFFICE OF THE INSPECTOR GENERAL

REPORT OF INVESTIGATION

SUBJECT		CASE NUMBER	
(b)(6); (b)(7)(C) Assistant Director (b)(6); (b)(7)(C)		2022-003399	
OFFICE CONDUCTING INVESTIGATION		DOJ COMPONENT	
Washington Field Office		Executive Office for United States Attorneys	
DISTRIBUTION		STATUS	
<input checked="" type="checkbox"/> Field Office WFO		<input type="checkbox"/> OPEN <input type="checkbox"/> OPEN PENDING PROSECUTION <input checked="" type="checkbox"/> CLOSED	
<input checked="" type="checkbox"/> AIGINV		PREVIOUS REPORT SUBMITTED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input checked="" type="checkbox"/> Component EOUSA		Date of Previous Report:	
<input type="checkbox"/> USA			
<input type="checkbox"/> Other			

SYNOPSIS

The Department of Justice (DOJ) Office of the Inspector General (OIG) initiated this investigation upon receipt of information from Executive Office for United States Attorneys (EOUSA), (b)(6); (b)(7)(C). The information received alleged that (b)(6); (b)(7)(C) the Assistant Director (b)(6); (b)(7)(C) while acting in the position as a Contracting Officer's Representative (COR)¹ attempted to use his DOJ position to influence DOJ contractor (b)(6); (b)(7)(C) to hire a personal acquaintance of his. (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) were performing contracted work for EOUSA at the time of (b)(6); (b)(7)(C) alleged misconduct. The information alleged further that (b)(6); (b)(7)(C) engaged in conduct prejudicial to the government when he told (b)(6); (b)(7)(C) he would deobligate funding from (b)(6); (b)(7)(C) contract with the Department if (b)(6); (b)(7)(C) did not fulfill his request to hire a second personal acquaintance he recommended. Allegedly, (b)(6); (b)(7)(C) told (b)(6); (b)(7)(C) that he had similar conversations (requests to hire certain individuals) with other contractors in the past, and only had to ask once, and she (b)(6); (b)(7)(C) had made him (b)(6); (b)(7)(C) ask twice.

¹ (b)(6); (b)(7)(C)

DATE	(b)(6); (b)(7)(C)	SIGNATURE	(b)(6); (b)(7)(C)
PREPARED BY SPECIAL AGENT	(b)(6); (b)(7)(C)		
DATE		SIGNATURE	
Russell W. Cunningham			
APPROVED BY SPECIAL AGENT IN CHARGE			

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During the course of the investigation, the OIG found indications that [b](6) engaged in additional conduct prejudicial to the government when he shared a different contracting company's budget information with [b](6); [b](7)(C) and directed civilian contract employees to complete governmental tasks.

The OIG substantiated the allegation that [b](6) misused his position as the Assistant Director [b](6); [b](7)(C) [b](6); [b](7)(C) when he attempted to influence the employment of a personal acquaintance in violation of federal ethics regulations when he made repeated requests to [b](6); [b](7)(C) to hire his personal acquaintance, after having been told the acquaintance was not qualified nor were resources available to make such an employment offer.

The OIG investigation also substantiated the allegations that [b](6) engaged in conduct prejudicial to the government in violation of federal ethics regulations when he told [b](6); [b](7)(C) he would deobligate funding from [b](6); [b](7)(C) contract with the Department if she did not hire his second personal acquaintance, when he shared a different company's budget information with [b](6); [b](7)(C) and when he directed civilian contract employees to complete governmental tasks.

During an interview with the OIG, [b](6); [b](7)(C) told the OIG [b](6) made multiple requests to hire a personal acquaintance of his. [b](6); [b](7)(C) told the OIG she informed [b](6) of the hiring process and told him [b](6); [b](7)(C) did not have any openings at the time he inquired. [b](6); [b](7)(C) explained to the OIG that she told [b](6) that his acquaintance could send her his resume and she would be happy to pass his resume along in the event another company had openings. [b](6); [b](7)(C) told the OIG that [b](6); [b](7)(C) reiterated to [b](6) that [b](6); [b](7)(C) would not be able to hire his acquaintance, identified as [b](6); [b](7)(C) because [b](6); [b](7)(C) was not qualified. [b](6); [b](7)(C) said that after [b](6) was told [b](6); [b](7)(C) was not qualified, [b](6) told her that she violated his trust by raising the matter with her supervisor. [b](6); [b](7)(C) stated that even after being told no by her and her boss, [b](6) made another attempt to request to hire [b](6); [b](7)(C) [b](6); [b](7)(C) stated [b](6) then told her he could reallocate funding within [b](6); [b](7)(C) contract to cover the salary for [b](6); [b](7)(C) [b](6); [b](7)(C) told the OIG when she told [b](6) that [b](6); [b](7)(C) was not qualified and [b](6); [b](7)(C) did not have any openings, [b](6) told her that when he has had similar conversations with other contractors in the past, that he has only had to ask once, and she made him ask twice. [b](6); [b](7)(C) told the OIG that after not hiring [b](6); [b](7)(C) [b](6) made her feel uncomfortable and that she felt that [b](6) was hostile towards her.

The OIG reviewed a recorded telephone conversation, provided by [b](6); [b](7)(C) between her and [b](6) that occurred on [b](6); [b](7)(C) In the call, [b](6) stated he would like to create a summer internship and hire someone (a second personal acquaintance) he had in mind for the position. [b](6); [b](7)(C) explained the hiring process to [b](6) and explained that [b](6) cannot directly hire someone to work at [b](6); [b](7)(C) [b](6) then told [b](6); [b](7)(C) "you're making things difficult." [b](6) further stated that he would "use some of this money to take away from this contract and give to other talent that has the expertise to do this item." [b](6); [b](7)(C) told the OIG that [b](6) is not authorized to deobligate funding from [b](6); [b](7)(C) contract.

The OIG reviewed two copies of emails [b](6) sent to [b](6); [b](7)(C) Both emails contained [b](6); [b](7)(C) budgetary and contractual information, to include but not limited to various expenditures, contract bonuses, task order fees, software maintenance renewal fees, etc. In one email, [b](6) told [b](6); [b](7)(C) [b](6); [b](7)(C) Please do not share it with anyone else. Thanks, [b](6); [b](7)(C) In a second email, [b](6) told [b](6); [b](7)(C) [b](6); [b](7)(C) FYI. Please do not share this info further. Thanks, [b](6); [b](7)(C)

The OIG also reviewed an email [b](6) sent [b](6); [b](7)(C) in which [b](6) requested that [b](6); [b](7)(C) "shed light on whether [b](6); [b](7)(C) used [b](6); [b](7)(C) in [b](6); [b](7)(C) The email [b](6) sent to [b](6); [b](7)(C) contains another vendor's contract [b](6); [b](7)(C) with EOUSA.

The OIG also reviewed multiple emails in which [b](6) instructs or delegates [b](6); [b](7)(C) and current [b](6); [b](7)(C) [b](6); [b](7)(C) to complete various tasks that are not appropriate for a civilian contractor and that could be interpreted



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as improper or outside the scope of work for the (b)(6); (b)(7)(C) contract, thus directing a contractor to complete government tasks.

In a voluntary interview with the OIG, (b)(6); (b)(7)(C) told the OIG that she has worked with (b)(6); (b)(7)(C) in the past and did not have any issues with him previously. However, (b)(6); (b)(7)(C) told the OIG that (b)(6); (b)(7)(C) while acting in the position as a COR, should not share another company's budgetary or contractual information with a separate contractor (b)(6); (b)(7)(C), nor should (b)(6); (b)(7)(C) have shared another company's contract (b)(6); (b)(7)(C) with a contractor (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) reiterated that (b)(6); (b)(7)(C) should not be involved in the contractor hiring process with a contractor. (b)(6); (b)(7)(C) also told the OIG (b)(6); (b)(7)(C) is not authorized to deobligate, remove, or reallocate funding from any contract nor should (b)(6); (b)(7)(C) be directing civilian contract employees to complete government tasks.

During a voluntary interview, (b)(6); (b)(7)(C) told the OIG he encouraged (b)(6); (b)(7)(C) to provide his resume to (b)(6); (b)(7)(C) as an employment referral. (b)(6); (b)(7)(C) said he was told via email from (b)(6); (b)(7)(C) supervisor, (b)(6); (b)(7)(C) that (b)(6); (b)(7)(C) was not qualified. (b)(6); (b)(7)(C) told the OIG he did not communicate further about (b)(6); (b)(7)(C) with (b)(6); (b)(7)(C) after he learned (b)(6); (b)(7)(C) was not qualified. (b)(6); (b)(7)(C) told the OIG, "That was the end of that topic. The issue was dead." However, when the OIG confronted (b)(6); (b)(7)(C) with the recorded conversation between him and (b)(6); (b)(7)(C) which occurred after (b)(6); (b)(7)(C) was told (b)(6); (b)(7)(C) was not qualified for a position with (b)(6); (b)(7)(C) and when (b)(6); (b)(7)(C) told (b)(6); (b)(7)(C) she was being difficult, (b)(6); (b)(7)(C) changed his statement and admitted, "I shouldn't have said that." (b)(6); (b)(7)(C) denied attempting to use his position to influence (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) to hire (b)(6); (b)(7)(C) and another person. (b)(6); (b)(7)(C) told the OIG he believed he was providing (b)(6); (b)(7)(C) with a "referral" when he suggested (b)(6); (b)(7)(C) for a position at (b)(6); (b)(7)(C) because he knew (b)(6); (b)(7)(C) was "looking for a professional career."

When confronted with emails in which (b)(6); (b)(7)(C) shared (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) budgetary and contractual information with (b)(6); (b)(7)(C) and instructed her not to share the information, (b)(6); (b)(7)(C) told the OIG he believed he was allowed to share the information because the contracts were already awarded and (b)(6); (b)(7)(C) was aware of the financial information because it was in their (b)(6); (b)(7)(C) proposal.

(b)(6); (b)(7)(C) was confronted with emails in which he instructed (b)(6); (b)(7)(C) and other contract employees to complete government tasks, such as completing a financial Form 186, which (describe what a 186 form does). (b)(6); (b)(7)(C) told the OIG he did not know that a civilian contractor should not be completing the Form 186 or other various government tasks, but he is aware now because (b)(6); (b)(7)(C) informed and educated him.

The OIG has completed its investigation and is providing this report to the EOUSA for appropriate action. Unless otherwise noted, the OIG applies the preponderance of the evidence standard in determining whether DOJ personnel have committed misconduct. The Merit Systems Protection Board applies this same standard when reviewing a federal agency's decision to take adverse action against an employee based on such misconduct. See 5 U.S.C. § 7701(c)(1)(B); 5 C.F.R. § 1201.56(b)(1)(ii).

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DETAILS OF INVESTIGATION

Predication

The Department of Justice (DOJ) Office of the Inspector General (OIG) initiated this investigation upon receipt of information from Executive Office for United States Attorneys (EOUSA), (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) The information received alleged that (b)(6); (b)(7)(C) the Assistant Director (b)(6); (b)(7)(C) while acting in the position as a Contracting Officer's Representative (COR)² attempted to use his DOJ position to influence DOJ contractor (b)(6); (b)(7)(C) to hire a personal acquaintance of his (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) were performing contracted work for EOUSA at the time of (b)(6); (b)(7)(C) alleged misconduct. The information alleged further that (b)(6); (b)(7)(C) engaged in conduct prejudicial to the government when he told (b)(6); (b)(7)(C) he would deobligate funding from (b)(6); (b)(7)(C) contract with the Department if (b)(6); (b)(7)(C) did not fulfill his request to hire a second personal acquaintance he recommended. Allegedly, (b)(6); (b)(7)(C) told (b)(6); (b)(7)(C) that he had similar conversations (requests to hire certain individuals) with other contractors in the past, and only had to ask once, and she (b)(6); (b)(7)(C) had made him (b)(6); (b)(7)(C) ask twice.

Investigative Process

The OIG's investigative efforts consisted of the following:

Interviews of the following DOJ EOUSA personnel:

- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C) Assistant Director

Interviews of the following DOJ (b)(6); (b)(7)(C) personnel:

- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C)

Interviews of the following (b)(6); (b)(7)(C) personnel:

- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C)

Interviews of the following (b)(6); (b)(7)(C) personnel:

- (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C)

² (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

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Review of the following:

- Emails from various DOJ and (b)(6); (b)(7)(C) personnel regarding the (b)(6); (b)(7)(C)
- (b)(6); (b)(7)(C) DOJ Emails
- (b)(6); (b)(7)(C) Personnel File and Training Record
- Blanket Purchase Agreement (BPA) (b)(6); (b)(7)(C) dated (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) Misuse of His Official Position

The information provided to the OIG alleged that (b)(6) attempted to misuse his position as an Assistant Director of the DOJ EOUSA (b)(6); (b)(7)(C) contract to influence the hiring of a personal acquaintance by (b)(6); (b)(7)(C) in violation of federal ethics regulations when he was acting in the role of Contracting Officer's Representative (COR) and made repeated requests to (b)(6); (b)(7)(C) to hire (b)(6); (b)(7)(C) after having been told (b)(6); (b)(7)(C) was not qualified nor were resources available to make such an employment offer.

The Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R § 2635.702, Use of Public Office for Private Gain, prohibit employees from using their public office for private gain. The regulations further provide: "An employee shall not sue...his Government position or title or any authority associated with his public office in a manner that is intended to coerce or induce another person...to provide any benefit, financial or otherwise, to himself or to friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity." 5 C.F.R § 2635.702(a).

During an OIG interview (b)(6); (b)(7)(C) told the OIG that (b)(6) contacted her in (b)(6); (b)(7)(C) and requested she hire a new resource, (b)(6); (b)(7)(C), who was a personal acquaintance of his, to work on the (b)(6); (b)(7)(C) contract. (b)(6); (b)(7)(C) told the OIG she informed (b)(6) that (b)(6); (b)(7)(C) did not have any openings; however, (b)(6); (b)(7)(C) could send his resume to her, and she would review his resume and provide it to (b)(6); (b)(7)(C) Human Resources (HR) and for future consideration. (b)(6); (b)(7)(C) received (b)(6); (b)(7)(C) resume on (b)(6); (b)(7)(C) and then discussed his resume with her supervisor (b)(6); (b)(7)(C) on (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) determined (b)(6); (b)(7)(C) was not qualified for the summer internship position which (b)(6) was attempting to create. On (b)(6); (b)(7)(C) emailed (b)(6) informing him (b)(6); (b)(7)(C) was not qualified and (b)(6); (b)(7)(C) was not able to hire him; however, she forwarded his resume to (b)(6); (b)(7)(C) HR. (b)(6); (b)(7)(C) said that (b)(6) contacted her on (b)(6); (b)(7)(C) and told her she violated his trust by discussing (b)(6); (b)(7)(C) with (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) stated that on (b)(6); (b)(7)(C) (b)(6) again told (b)(6); (b)(7)(C) he wanted to hire (b)(6); (b)(7)(C) to work on the (b)(6); (b)(7)(C) contract. (b)(6); (b)(7)(C) said (b)(6) expressed his frustration when she told (b)(6); (b)(7)(C) already decided not to hire (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) told the OIG that (b)(6) then told her he had additional funding, and he could reallocate those funds to cover the cost of (b)(6); (b)(7)(C) hiring (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) reiterated that (b)(6); (b)(7)(C) already determined that (b)(6); (b)(7)(C) was not qualified to work on the (b)(6); (b)(7)(C) contract. (b)(6); (b)(7)(C) stated (b)(6) expressed his frustration and told her that when he has had similar conversations with other contractors in the past, he only had to ask once, and that (b)(6); (b)(7)(C) was making him ask twice. (b)(6); (b)(7)(C) told the OIG that (b)(6) was "hostile" towards her, and she felt "very coerced" to hire (b)(6); (b)(7)(C) even though (b)(6); (b)(7)(C) already decided not to hire (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) told the OIG she felt if she did not hire (b)(6); (b)(7)(C) that it could impact her employment negatively. (b)(6); (b)(7)(C) stated she felt "very uncomfortable" working with (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) stated she requested to be removed as (b)(6); (b)(7)(C) from the (b)(6); (b)(7)(C) contact "because it was such an uncomfortable experience."

(b)(6); (b)(7)(C) told the OIG that in early (b)(6); (b)(7)(C), she had a telephone conversation between herself and (b)(6) which she recorded. Prior to the recording, several other people were on the call. At some point, (b)(6) requested the other participants drop off the call so he and (b)(6); (b)(7)(C) could speak privately. During the conversation between (b)(6) and (b)(6); (b)(7)(C), (b)(6) requested that (b)(6); (b)(7)(C) hire another person (separate from (b)(6); (b)(7)(C) request to hire (b)(6); (b)(7)(C) who he had preselected, to work on the (b)(6); (b)(7)(C) contract. (b)(6); (b)(7)(C) told the OIG she again explained to (b)(6) that (b)(6); (b)(7)(C) cannot directly hire someone (b)(6) had preselected or recommended, and that (b)(6); (b)(7)(C) would have to post the position, competitively

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bid the position, and interview qualified candidates for the position. (b)(6); (b)(7)(C) said (b)(6) told her that whoever (b)(6); hires, (b)(6); must get his (b)(6); approval. (b)(6); explained to (b)(6) that he can only approve "key personnel", and the rest of the hiring decisions are made by (b)(6); (b)(7)(C) or (b)(6); (b)(6); said (b)(6) expressed his frustration and told her, "You're making things difficult. Ok fine." (b)(6) added, "If you don't want to do it, I can't force you to." (b)(6); told the OIG (b)(6) said that he would use other methods to hire the person and "use some of this money to take away from this contract and give to other talent that has the expertise to do this item." (b)(6); told the OIG that she perceived that statement as a threat by (b)(6) that he would deobligate funding from (b)(6); contract if she did not hire the person he requested. (b)(6); told the OIG she was fairly certain that (b)(6) did not have the authority to alter (b)(6); contract (deobligate funding).

The OIG reviewed the referenced recorded telephone conversation, provided to the OIG by (b)(6); (b)(7)(C). The OIG verified that during the call, (b)(6) told (b)(6); (b)(7)(C) he would like to create a summer internship position and have (b)(6); hire someone he had in mind for the position. (b)(6); explained the hiring process to (b)(6) and told (b)(6) he cannot directly hire someone to work at (b)(6); (b)(7)(C). (b)(6) told (b)(6); (b)(7)(C) "you're making things difficult." (b)(6) further told (b)(6); (b)(7)(C) that he will "use some of this money to take away from this contract and give to other talent that has the expertise to do this item" as described as threatening by (b)(6); (b)(7)(C) during her interview.

During an OIG interview, (b)(6); (b)(7)(C) told the OIG (b)(6); (b)(7)(C) contacted him in early (b)(6); (b)(7)(C) to inform him of (b)(6); request to hire (b)(6); (b)(7)(C) in late (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) told the OIG he and (b)(6); (b)(7)(C) discussed (b)(6); request, reviewed (b)(6); (b)(7)(C) resume, and decided (b)(6); (b)(7)(C) was not qualified and (b)(6); did not have any job current openings. (b)(6); (b)(7)(C) stated he had concerns with (b)(6); hiring request because it could be perceived as a kickback since (b)(6); contract was awarded on (b)(6); (b)(7)(C), but (b)(6); had not yet received funding. (b)(6); (b)(7)(C) told the OIG he spoke with (b)(6) directly and explained his concern that even if (b)(6); (b)(7)(C) had been qualified and (b)(6); had an opening, that if (b)(6); hired someone as a direct hire request from the government, that could be perceived as a kickback. (b)(6); (b)(7)(C) told the OIG that (b)(6) said he understood. (b)(6); (b)(7)(C) stated that (b)(6); subsequently contacted him to let him know that (b)(6) said she had violated his trust by discussing his request to hire (b)(6); (b)(7)(C) directly with her supervisor.

During an OIG interview, (b)(6); (b)(7)(C) told the OIG she was informed by (b)(6); (b)(7)(C) in late (b)(6); (b)(7)(C) that (b)(6) was attempting to influence the hiring of a position. (b)(6); (b)(7)(C) confirmed (b)(6); (b)(7)(C) statements that (b)(6); (b)(7)(C) was not qualified, and that (b)(6); did not have any openings at that time. (b)(6); also confirmed that (b)(6); contract was signed and awarded; however, (b)(6); had not yet received funding. (b)(6); confirmed that after (b)(6) was told (b)(6); would not hire (b)(6); (b)(7)(C) that he (b)(6); again requested (b)(6); reconsider hiring (b)(6); (b)(7)(C) told the OIG that she contacted (b)(6); supervisor, (b)(6); (b)(7)(C) in early (b)(6); (b)(7)(C) to discuss (b)(6); request and pressure towards (b)(6); to hire (b)(6); (b)(7)(C) acknowledged that the relationship between (b)(6); and (b)(6) had begun to deteriorate. (b)(6); recommended that (b)(6); continue as (b)(6); (b)(7)(C) on the (b)(6); contract and that (b)(6); (b)(7)(C) would be included on all (b)(6); (b)(7)(C) future meetings involving (b)(6) because (b)(6); expressed she was uncomfortable attending one on one meetings with (b)(6); (b)(7)(C) stated she was told that during a (b)(6); (b)(7)(C) Teams meeting, that (b)(6) openly told everyone on the call that (b)(6); was his staff and that he (b)(6); directs her work and he (b)(6); has control of (b)(6); (b)(7)(C) day to day activities. (b)(6); (b)(7)(C) told the OIG she subsequently expressed to (b)(6); supervisor, (b)(6); (b)(7)(C) that (b)(6); was "uncomfortable" with (b)(6); statements and that they are inaccurate.

During an OIG interview, (b)(6); (b)(7)(C) stated he initially spoke with (b)(6); (b)(7)(C) around (b)(6); (b)(7)(C) regarding (b)(6); attempted hiring activities. (b)(6); (b)(7)(C) said (b)(6); was seeking direction and assistance in resolving allegations about (b)(6) using his position to influence the hiring of a new person that (b)(6) had in mind. (b)(6); (b)(7)(C) told the OIG that (b)(6); (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) made the determination that (b)(6); personal acquaintance (b)(6); (b)(7)(C) who (b)(6) wanted (b)(6); to hire, was not qualified; however, (b)(6) continued to pressure and coerce (b)(6); to hire him. (b)(6); (b)(7)(C) added

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that at the time of (b)(6); (b)(7)(C) initial hiring request, (b)(6); (b)(7)(C) operations and maintenance task order was under review for the renewal of funding, which (b)(6); (b)(7)(C) stated was problematic. (b)(6); (b)(7)(C) noted (b)(6); request was problematic because (b)(6); (b)(7)(C) had not yet received funding, and (b)(6); request could be conceived as a kickback. (b)(6); (b)(7)(C) also told the OIG that it was relayed to him thru (b)(6); (b)(7)(C) that (b)(6); (b)(7)(C) was to have a second person (b)(6); (b)(7)(C) included on all calls with (b)(6); (b)(7)(C) speculated that when (b)(6); directed everyone (to include (b)(6); (b)(7)(C) to leave a telephone call when (b)(6); requested (b)(6); hire a second person to work on the (b)(6); (b)(7)(C) contact, that (b)(6); understood that what he was asking for was probably not appropriate.

(b)(6); (b)(7)(C)

During an OIG interview, (b)(6); (b)(7)(C) told the OIG he was aware of an instance where (b)(6); approached one of (b)(6); (b)(7)(C) subcontractors, (b)(6); (b)(7)(C) and asked an employee of (b)(6); (b)(7)(C) if he could provide him with a resume for employment consideration. (b)(6); (b)(7)(C) was uncertain if (b)(6); (b)(7)(C) ever received the resume from (b)(6); (b)(7)(C) told the OIG he was on the Teams call in early (b)(6); (b)(7)(C) when (b)(6); stated, "she's my staff," referring to (b)(6); (b)(7)(C) as "his staff." (b)(6); (b)(7)(C) told the OIG it shocked him because he has never heard a government Contracting Officer's Representative (COR) refer to a contractor as "my staff." (b)(6); (b)(7)(C) told the OIG that (b)(6); mentioned on a Teams call with other contractors and EOUSA employees, that he directs (b)(6); (b)(7)(C) day to day work.

During an OIG interview, (b)(6); (b)(7)(C) told the OIG a COR should not be involved in the hiring process with a civilian contractor who DOJ holds a contact. (b)(6); told the OIG she spoke with (b)(6); in late (b)(6); (b)(7)(C) and she specifically told (b)(6); he is not to direct a contractor to complete DOJ government tasks, such as completing a Form 186.

During an OIG interview, (b)(6); (b)(7)(C) told the OIG that (b)(6); told (b)(6); (b)(7)(C) he had someone in mind who (b)(6); (b)(7)(C) could hire for a summer internship program. (b)(6); (b)(7)(C) told the OIG (b)(6); is "a difficult guy to work with" and stated that because (b)(6); (b)(7)(C) had just recently acquired (b)(6); (b)(7)(C) that (b)(6); (b)(7)(C) was not able to pursue (b)(6); summer internship idea.

During a voluntary interview, (b)(6); told the OIG he did not pressure or attempt to coerce (b)(6); (b)(7)(C) to hire his personal acquaintance, (b)(6); (b)(7)(C) (b)(6); told the OIG that he had a conversation with (b)(6); (b)(7)(C) regarding (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) who had recently graduated from (b)(6); (b)(7)(C) (b)(6); told the OIG he asked if (b)(6); (b)(7)(C) had any information technology (IT) experience and (b)(6); (b)(7)(C) explained to (b)(6); that (b)(6); (b)(7)(C) had experience working in Microsoft Suite. (b)(6); told the OIG he asked (b)(6); (b)(7)(C) to have (b)(6); (b)(7)(C) email him (b)(6); (b)(7)(C) his resume. (b)(6); (b)(7)(C) then emailed his resume to (b)(6); (b)(7)(C) at (b)(6); (b)(7)(C) (b)(6); told the OIG he was subsequently told via email from (b)(6); (b)(7)(C) supervisor, (b)(6); (b)(7)(C) that (b)(6); (b)(7)(C) was not qualified to be hired for a position with (b)(6); (b)(7)(C) (b)(6); explained to the OIG that he had encouraged (b)(6); (b)(7)(C) to provide his resume to (b)(6); (b)(7)(C) as an employment "referral." (b)(6); told the OIG he ceased communication with (b)(6); (b)(7)(C) about the potential hiring of (b)(6); (b)(7)(C) after he learned (b)(6); (b)(7)(C) was not qualified and told the OIG he did not communicate further about it with (b)(6); (b)(7)(C) (b)(6); said, "That was the end of that topic. The issue was dead."

3 (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

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The OIG then informed (b)(6) about a recorded conversation, between (b)(1) and (b)(6); (b)(7)(C) indicating (b)(6) was attempting to have a second person hired for a summer internship program. The OIG confronted (b)(1) that he was continuing to pressure or attempt to coerce (b)(6); (b)(7)(C) into hiring a second person. (b)(1) then changed his previous statement, telling the OIG, "I couldn't remember if I have a conversation or not." The OIG played the recorded conversation between (b)(1) and (b)(6); (b)(7)(C) when (b)(6) told (b)(6); (b)(7)(C) "You're making things difficult. Ok fine," and told (b)(6); (b)(7)(C) he would, "use some of this money and take away from this contract and give to other firm who has expertise to do this hire." After listening to his own recorded statements to (b)(6); (b)(7)(C) in the presence of the OIG, (b)(1) told the OIG, "I shouldn't have said that." (b)(1) denied attempting to use his position to influence (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) to hire (b)(6); (b)(7)(C) and another person. (b)(1) told the OIG he believed he was providing (b)(6); (b)(7)(C) with a "referral" when he suggested (b)(6); (b)(7)(C) for a position at (b)(6); (b)(7)(C) because he knew (b)(6); (b)(7)(C) was "looking for a professional career."

OIG's Conclusion

The OIG investigation substantiated that (b)(1) violated 5 C.F.R § 2635.702 by attempting to use his position as an Assistant Director of the (b)(6); (b)(7)(C) contract with (b)(6); (b)(7)(C) for the private gain of a friend and a personal acquaintance when he coerced and repeatedly requested (b)(6); (b)(7)(C) a civilian contractor, provide a benefit (employment) to his personal acquaintance, (b)(6); (b)(7)(C) and a second person (for the summer internship program). (b)(1) made two confirmed requests to (b)(6); (b)(7)(C) to hire (b)(6); (b)(7)(C) to work on the (b)(6); (b)(7)(C) contract at (b)(6); (b)(7)(C) and one confirmed request for (b)(6); (b)(7)(C) to hire a second personal acquaintance. After (b)(6); (b)(7)(C) first request to (b)(6); (b)(7)(C) in late (b)(6); (b)(7)(C), (b)(1) was informed by (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) supervisor, that (b)(6); (b)(7)(C) was not qualified, and (b)(6); (b)(7)(C) did not have any openings for employment. (b)(1) was also told that if (b)(6); (b)(7)(C) hired someone as a direct hire request from the government, which (b)(6); (b)(7)(C) had a contract with, that could be perceived as a kick back. Despite being provided with that information, (b)(6); (b)(7)(C) made one additional request to (b)(6); (b)(7)(C) to hire the (b)(6); (b)(7)(C) and one request to (b)(6); (b)(7)(C) to hire a second person for the summer internship program. Lastly, (b)(1) told (b)(6); (b)(7)(C) that when he had conversations with contractors in the past, he only had to ask once, and she made him ask twice (regarding his request to hire (b)(6); (b)(7)(C) and that she was being difficult. Further, (b)(1) threatened to deobligate funding from (b)(6); (b)(7)(C) contract and award it another firm who had the expertise to hire the second person for the summer internship program.

(b)(6); (b)(7)(C) Conduct Prejudicial to the Government

The information provided to the OIG alleged that (b)(1) engaged in conduct prejudicial to the government while serving as the Assistant Director and while acting in the role of COR of the (b)(6); (b)(7)(C) contract for EOUSA. It was alleged that (b)(1) threatened to deobligate funding from (b)(6); (b)(7)(C) contract with the Department, shared a company's (b)(6); (b)(7)(C) budgetary and contractual information with a civilian contractor from a different company (b)(6); (b)(7)(C) at (b)(6); (b)(7)(C) and directed civilian contract employees to complete governmental tasks.

The Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. § 735.203, Conduct Prejudicial to the Government, states, "an employee shall not engage in criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct, or other conduct prejudicial to the Government."

The Federal Acquisition Regulation (FAR) is the primary regulation for use by all executive agencies in their acquisition of supplies and services with appropriated funds. Part 3.104-4(a) of the FAR states, "Disclosure, protection, and marking of contractor bid or proposal information and source selection information, states, "Except as specifically provided for in this subsection, no person or other entity may disclose contractor bid or proposal information or source selection information to any person other than a person authorized, in accordance with applicable agency regulations or procedures, by the agency head or the contracting officer to receive such information."



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(b)(6); (b)(7)(C)

During an OIG interview, (b)(6); (b)(7)(C) told the OIG that (b)(6) made multiple requests to hire personal acquaintances, Danielson and another person, to work on the (b)(6); (b)(7)(C) contract. (b)(6); (b)(7)(C) told the OIG she explained to (b)(6) multiple times that (b)(6); (b)(7)(C) can not directly hire someone (b)(6) had preselected or recommended, that (b)(6); (b)(7)(C) must post the position and competitively bid the position and interview qualified candidates for the posting. (b)(6); (b)(7)(C) stated (b)(6) expressed his frustration with her when she explained why (b)(6); (b)(7)(C) would not hire (b)(6); (b)(7)(C) personal acquaintance, (b)(6); (b)(7)(C) stated (b)(6); (b)(7)(C) told (b)(6); (b)(7)(C) "You're making things difficult," and added, "If you don't want to do it, I can't force you to." (b)(6); (b)(7)(C) told the OIG (b)(6) said that he would use other methods to hire the resource and "use some of this money to take away from this contract and give to other talent that has the expertise to do this item." (b)(6); (b)(7)(C) told the OIG that she perceived that statement as a threat by (b)(6) that he would deobligate funding from (b)(6); (b)(7)(C) contract if she did fulfill (b)(6); (b)(7)(C) request to hire his acquaintance. (b)(6); (b)(7)(C) told the OIG she was fairly certain that (b)(6) did not have the authority to alter (b)(6); (b)(7)(C) contract (deobligate funding); however, (b)(6); (b)(7)(C) statement made her feel uncomfortable. (b)(6); (b)(7)(C) told the OIG that in addition to pressuring (b)(6); (b)(7)(C) to hire 2 of his acquaintances, (b)(6) made unauthorized disclosures of budgetary and contractual information to her via email. (b)(6); (b)(7)(C) provided the OIG with three emails in which (b)(6); (b)(7)(C) shared (b)(6); (b)(7)(C) budgetary and contractual information with her and instructed (b)(6); (b)(7)(C) not to share the information with anyone. In an email from (b)(6); (b)(7)(C) to (b)(6); (b)(7)(C) dated (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) forwarded (b)(6); (b)(7)(C) budgetary and contractual information and stated, (b)(6); (b)(7)(C) Please do not share it with anyone else. Thanks, (b)(6); (b)(7)(C) In a second? email from (b)(6); (b)(7)(C) to (b)(6); (b)(7)(C) dated (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) forwarded (b)(6); (b)(7)(C) budgetary and contractual, as keyed in from USABudget, to include (b)(6); (b)(7)(C) budget requests, contractual bonuses, etc., and stated, (b)(6); (b)(7)(C) Please do not share this info further. Thanks (b)(6); (b)(7)(C) " Lastly, in a third email, dated (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) forwarded (b)(6); (b)(7)(C) an email and shared a different company's (b)(6); (b)(7)(C) budgetary and contractual information and stated, (b)(6); (b)(7)(C) could you shed light on whether (b)(6); (b)(7)(C) used (b)(6); (b)(7)(C) in (b)(6); (b)(7)(C) Thanks, (b)(6); (b)(7)(C)

Lastly, (b)(6); (b)(7)(C) told the OIG that (b)(6) often directed or instructed her, as a contractor with (b)(6); (b)(7)(C) to complete tasks that she was not authorized to complete or that were outside the scope of work for the contact. (b)(6); (b)(7)(C) provided the OIG with four emails in which (b)(6) made various requests that (b)(6); (b)(7)(C) believed were outside the scope of work for the (b)(6); (b)(7)(C) contact with (b)(6); (b)(7)(C)

In an email from (b)(6); (b)(7)(C) to (b)(6); (b)(7)(C) dated (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) requested that (b)(6); (b)(7)(C) "Please fill the attached (financial form 186) and send it back to me as soon as you can. (b)(6); (b)(7)(C) should be the approver."

(b)(6); (b)(7)(C) told the OIG that (b)(6) requested she make a credit card purchase. (b)(6); (b)(7)(C) told the OIG that she informed (b)(6) that he should be the requester, not her, but that (b)(6) insisted she complete the request, and the request was ultimately rejected because (b)(6); (b)(7)(C) (a contractor) was the requester. In an email from EOUSA, (b)(6); (b)(7)(C) to (b)(6); (b)(7)(C) with a CC to (b)(6) dated (b)(6); (b)(7)(C) informed (b)(6); (b)(7)(C) "The EOUSA policy does not allow contractors to request goods or services. So (b)(6); (b)(7)(C) or (b)(6); (b)(7)(C) will need to request the (b)(6); (b)(7)(C)

⁴ A Transport Layer Security/Secure Sockets Layer (TLS/SSL) certificate is a digital object that allows systems to verify the identity and subsequently establish an encrypted network connection to another system using the SSL/TLS protocol. Entrust TLS/SSL Certificates provide validated identity and encryption to secure your websites, users, and data.

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In an email from [REDACTED] to [REDACTED] dated [REDACTED] [REDACTED] requested that [REDACTED] work with a DOJ EOUSA employee to create a DOJ account for remote access for a newly assigned, [REDACTED] employee. [REDACTED] advised this task appeared to be outside the scope of work for her as a [REDACTED] employee.

The last example of [REDACTED] directing a contractor to complete a task that in which they were not authorized to complete, was detailed in an email from [REDACTED] to [REDACTED] dated [REDACTED] [REDACTED] stated, "Please prepare the 186's as soon as you can." When [REDACTED] and [REDACTED] requested clarification regarding who is to complete the form 186, [REDACTED] responded and clarified, [REDACTED] - I told you on the phone that [REDACTED] not going to be preparing the 186 - it is a government function."

During an OIG interview [REDACTED] told the OIG that [REDACTED] should not direct, coerce or influence a contractor as to who the company should hire. [REDACTED] told the OIG that [REDACTED] in his role as Assistant Director and COR, should not share or disclose any budgetary or contractual information to anyone other than a person authorized, that he should not direct contractors to complete governmental tasks (fill out/complete financial form 186, or create DOJ accounts for new employees, etc.). Lastly, [REDACTED] told the OIG that as a COR [REDACTED] is not authorized to deobligate, remove or reallocate funding from a company's contract. [REDACTED] told the OIG she would request to replace [REDACTED] as the Assistant Director or COR on the [REDACTED] contract.

During an OIG interview [REDACTED] confirmed the information provided by [REDACTED] told the OIG there was no purpose or authorized reason for [REDACTED] to have shared the [REDACTED] and [REDACTED] budgetary and contractual information with [REDACTED] which is in direct violation of the FAR. [REDACTED] also reiterated that [REDACTED] should not be involved in the hiring process with the contractor, and confirmed [REDACTED] is not authorized to deobligate, remove or reallocate funding from a company's contract.

During a voluntary interview, [REDACTED] told the OIG he did not pressure or attempt to coerce [REDACTED] to hire his personal acquaintance, [REDACTED]. The OIG challenged as to [REDACTED] why he made the statement to [REDACTED] that he would deobligate funding from [REDACTED] contract after having been told no multiple times by [REDACTED] that [REDACTED] would not be able to hire [REDACTED] or the other person [REDACTED] had preselected. [REDACTED] told the OIG he initially did not recall making the statement and then said, "I shouldn't have said that." [REDACTED] further told the OIG, "I was maybe stupid to tell her I'm going to take the money away. That didn't happen."

When the OIG confronted [REDACTED] with the emails regarding the budgetary and contractual information related to the [REDACTED] contract, [REDACTED] told the OIG he believed he was allowed to share the information because the contracts were already awarded and [REDACTED] was aware of the financial information because it was in their [REDACTED] proposal and contract. [REDACTED] told the OIG that [REDACTED] was the originator of the financial information, not the government, and therefore it was not an unauthorized disclosure to share the [REDACTED] budgetary and contractual information with [REDACTED] or [REDACTED]. [REDACTED] further explained to the OIG that he told [REDACTED] not to share the information because he did not want [REDACTED] sharing the information with another company or a subcontractor of [REDACTED].

When the OIG confronted [REDACTED] with the email regarding the sharing of a different company's contract, [REDACTED] with a contractor, [REDACTED] [REDACTED] told the OIG that contract was already awarded and [REDACTED] was familiar with the information because it was a question regarding a license renewal. [REDACTED] further told the OIG that [REDACTED] was involved with [REDACTED] so he was asking [REDACTED] if [REDACTED] used [REDACTED] in [REDACTED]. [REDACTED] told the OIG he believed he did not violate any policies or procedures by sharing [REDACTED] contract with [REDACTED].

When the OIG confronted [REDACTED] with his requests to have a contractor complete the government form 186, [REDACTED] stated he believed a contractor could complete the government form 186. [REDACTED] told the OIG that he had not been aware that contractors are not supposed to complete the government form 186. [REDACTED] told the OIG that [REDACTED] contacted him



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and told him contractors are not to complete the government form 186, and after that conversation occurred, only he (b)(6); (b)(7)(C) completed the forms.

(b)(6); (b)(7)(C) told the OIG he was COR certified and had attended and passed all training courses for COR certification. (b)(6); (b)(7)(C) informed the OIG that he initially did not pass the first COR test; however, he was able to remediate and retake the exam, and passed successfully on the second attempt. (b)(6); (b)(7)(C) acknowledged his responsibilities as a COR and told the OIG he has many years of experience working as a COR and did not believe he was in violation of any policies or the FAR.

OIG's Conclusion

The OIG investigation substantiated the allegation that (b)(6); (b)(7)(C) engaged in conduct prejudicial to the government, in violation of federal ethics regulations and the FAR. (b)(6); (b)(7)(C) told a (b)(6); (b)(7)(C) he would deobligate funding from the contract in order to direct, coerce or influence the contractor in the hiring process. (b)(6); (b)(7)(C) made unauthorized disclosures of (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) budgetary and contractual information to a person not authorized. Lastly, (b)(6); (b)(7)(C) directed contractors to complete inherently governmental tasks such as completing a financial form 186 and creating DOJ accounts for new employees. Because of his training and lengthy experience as an Assistant Director, and while acting in the role as a COR, (b)(6); (b)(7)(C) should have known his conduct was impermissible.

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