

U.S. Department of Justice
Office of the Inspector General

REPORT OF INVESTIGATION

SUBJECT (b)(6); (b)(7)(C) Executive Assistant (b)(6); (b)(7)(C)		CASE NUMBER 2019-000905
OFFICE CONDUCTING INVESTIGATION Fraud Detection Office	DOJ COMPONENT Federal Bureau of Prisons	
DISTRIBUTION	STATUS	
<input checked="" type="checkbox"/> Field Office FDO	<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 BOP	Date of Previous Report:	
<input type="checkbox"/> USA		
<input type="checkbox"/> Other		

SYNOPSIS

The Department of Justice Office of the Inspector General (OIG) initiated this investigation upon the receipt of information from the Federal Bureau of Prisons (BOP) (b)(6); (b)(7)(C) alleging that BOP Executive Assistant (b)(6); (b)(7)(C) engaged in an inappropriate relationship with BOP contractor and former federal inmate (b)(6); (b)(7)(C)

During the course of the investigation, the OIG found indications that (b)(6) had extensive contacts with (b)(6) following (b)(6) release from prison and misrepresented to the BOP when (b)(6) had (b)(6) first contact with (b)(6); (b)(6) violated federal procurement policy by providing (b)(6); (b)(6) with the quote information for competing contractors and (b)(6); (b)(6) source selection analysis prior to (b)(6) contract award; engaged in conflicts of interest in connection with 3 contracts that the BOP entered into with (b)(6); (b)(6) by supervising (b)(6); (b)(6) work for the BOP and approving (b)(6); (b)(6) invoices for payment on (b)(6) initial and subsequent contracts with the BOP at the same time that (b)(6) was in a romantic relationship with (b)(6); (b)(6) failed to cooperate in an official OIG investigation; destroyed evidence pertinent to the OIG's investigation; , used (b)(6) office for private gain by providing a personal endorsement on (b)(6); (b)(6) company website in which (b)(6) included (b)(6) name and the name of (b)(6) employer; received gifts from (b)(6); (b)(6) a prohibited source; and gave (b)(6); (b)(6) a substantial amount of money.

The OIG investigation substantiated the allegations that (b)(6) had extensive contacts with (b)(6); (b)(6) following (b)(6) release from prison and misrepresented (b)(6) first contact with (b)(6); (b)(6) in violation of the BOP's Standards of Employee Conduct, Section 5, Personal Conduct. In addition, the OIG substantiated that (b)(6) provided (b)(6); (b)(6)

DATE August 3, 2020	SIGNATURE (b)(6); (b)(7)(C)	
PREPARED BY SPECIAL AGENT		
DATE August 3, 2020	SIGNATURE <i>KL RAL</i>	Digitally signed by KENNETH DIEFFENBACH Date: 2020.08.03 16:13:27 -0400
APPROVED BY SPECIAL AGENT IN CHARGE Ken Dieffenbach		

with quote information for competing contractors and (b)(6); (b)(7)(C) source selection analysis prior to (b)(6) first contract award in violation of 41 U.S.C. § 423, the *Standards of Ethical Conduct for Employees of the Executive Branch*, 5 C.F.R. § 2635.703, and the BOP's Standards of Employee Conduct, Section 4, General Policy, and that (b)(6); (b)(7)(C) violated 18 U.S.C. § 1001 by falsely certifying that (b)(6) would not engage in any conduct prohibited by 41 U.S.C. § 423 and would report immediately to the contracting officer any information concerning a violation or possible violation of Section 423, in addition to falsely certifying that (b)(6) was not aware of any conflicts of interest and that (b)(6) would not disclose procurement sensitive information to any unauthorized individuals. The OIG investigation also substantiated that (b)(6) misused (b)(6) position by serving as the selecting official for (b)(6); 3 contracts with the BOP and by supervising (b)(6); work and approving (b)(6) invoices for payment on (b)(6) initial and subsequent contracts with the BOP while in a personal relationship with (b)(6); in violation of the *Standards of Ethical Conduct for Employees of the Executive Branch*, 5 C.F.R. § 2635.702, , and the BOP's Standards of Employee Conduct, Section 16, Conflicts of Interest.

The OIG also determined that (b)(6) failed to cooperate in an official OIG investigation in violation of the BOP's Standards of Employee Conduct, Section 9, Official Investigation and *Department of Justice Employee Responsibilities*, 28 C.F.R. § 45.13. The OIG also found that (b)(6) destroyed evidence pertinent to the OIG's investigation in violation of 18 U.S.C. § 1519.

The OIG further substantiated that (b)(6) provided a personal endorsement on (b)(6); company website, in which (b)(6); included (b)(6) name and the name of (b)(6) employer in violation of the *Standards of Ethical Conduct for Employees of the Executive Branch*, 5 C.F.R. § 2635.702(c).

Finally, the OIG substantiated that (b)(6) received approximately \$36,408.24 in gifts from (b)(6); a prohibited source, in violation of the *Standards of Ethical Conduct for Employees of the Executive Branch*, 5 C.F.R. § 2635.202(b)(1) and the BOP's Standards of Employee Conduct, Section 5, Personal Conduct. (b)(6) also gave (b)(6); \$20,000 in violation of the BOP's Standards of Employee Conduct, Section 5, Personal Conduct.

The U.S. Attorney's Office (b)(6); (b)(7)(C) declined criminal prosecution of (b)(6)

The OIG has completed its investigation and is providing this report to the BOP 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).

DETAILS OF THE INVESTIGATION

Predication

The Department of Justice Office of the Inspector General (OIG) initiated this investigation upon the receipt of information from the Federal Bureau of Prisons (BOP) Office of Internal Affairs (OIA) alleging that BOP Executive Assistant (b)(6); (b)(7)(C) [redacted], engaged in an inappropriate relationship with BOP contractor and former federal inmate (b)(6); (b)(7)(C); (b)(6); [redacted].

During the course of the investigation, the OIG found indications that (b)(6); [redacted] misrepresented to the BOP the date of (b)(6); [redacted] first contact with (b)(6); [redacted] failed to cooperate in an official OIG investigation; destroyed evidence pertinent to the OIG's investigation; engaged in conflicts of interest by serving as the selecting official for (b)(6); [redacted] initial contract with the BOP and supervising (b)(6); [redacted] work and approving (b)(6); [redacted] invoices for payment on (b)(6); [redacted] initial and subsequent contracts with the BOP while in a romantic relationship with (b)(6); [redacted] violated federal procurement policy by providing (b)(6); [redacted] with the quote information for competing contractors and (b)(6); [redacted] source selection analysis prior to (b)(6); [redacted] contract award; used her office for private gain by providing a personal endorsement on (b)(6); [redacted] company website, in which (b)(6); [redacted] included (b)(6); [redacted] name and the name of (b)(6); [redacted] employer; received gifts from (b)(6); [redacted] a prohibited source; and gave (b)(6); [redacted] a substantial amount of money.

Investigative Process

The OIG's investigative efforts consisted of:

Interviews of the following BOP personnel:

- (b)(6); (b)(7)(C) [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Interviews of the following personnel:

- (b)(6); (b)(7)(C) [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Reviews of the following:

- (b)(6); (b)(7)(C) government emails;
- (b)(6); (b)(7)(C) Microsoft and Google emails;
- (b)(6); (b)(7)(C) Google emails;
- (b)(6); (b)(7)(C) contracts with the BOP;
- PayPal records for (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C);
- Bank account records for (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C);
- Mortgage records for (b)(6); (b)(7)(C);
- Forensic imaging conducted on (b)(6); (b)(7)(C) government cell phone; and
- Forensic imaging conducted on (b)(6); (b)(7)(C) personal cell phone.

Background

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

The OIG reviewed BOP contract records that showed that in (b)(6); (b)(7)(C) BOP awarded (b)(6); (b)(7)(C) a \$24,000 contract for (b)(6); (b)(7)(C) to speak about (b)(6); (b)(7)(C) criminal history and reentry into society, (b)(6); (b)(7)(C) at four BOP institutions. In addition, in (b)(6); (b)(7)(C) BOP awarded (b)(6); (b)(7)(C) a \$24,442 sole source contract for (b)(6); (b)(7)(C) to provide 121 hours of instruction to inmates at the BOP (b)(6); (b)(7)(C) for the purpose of implementing (b)(6); (b)(7)(C) program. In (b)(6); (b)(7)(C) BOP awarded (b)(6); (b)(7)(C) a \$91,800 sole source contract to continue implementing (b)(6); (b)(7)(C) program at (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) where (b)(6); (b)(7)(C) then served as Executive Assistant, was the requesting office on these contracts and monitored (b)(6); (b)(7)(C) performance and approved payment for (b)(6); (b)(7)(C) invoices. In (b)(6); (b)(7)(C) as a result of the OIG's investigation, BOP removed (b)(6); (b)(7)(C) from (b)(6); (b)(7)(C) position and from duties related to monitoring (b)(6); (b)(7)(C) performance and approving (b)(6); (b)(7)(C) invoices for payment.

(b)(6); (b)(7)(C) Developed a Relationship with (b)(6); (b)(7)(C) in (b)(6); (b)(7)(C) that Violated BOP Rules and Misrepresented to BOP (b)(6); (b)(7)(C) Contacts with (b)(6); (b)(7)(C)

During the course of the investigation, the OIG found indications that (b)(6); (b)(7)(C) became romantically involved with (b)(6); (b)(7)(C) and misrepresented to the BOP the nature and timing of (b)(6); (b)(7)(C) first contact with (b)(6); (b)(7)(C)

BOP's Standards of Employee Conduct, Section 5, states that employees may not allow themselves to show partiality toward, or become emotionally, physically, sexually, or financially involved with inmates or former inmates.

Additionally, BOP's Standards of Employee Conduct, Section 5, Personal Conduct, states that an employee who becomes involved in circumstances as described above, or any situation that might give the appearance of improper involvement with inmates or former inmates or their families, including employees whose relatives are inmates or former inmates, must report the contact in writing to the Chief Executive Officer (CEO) as soon as practicable. This includes, but is not limited to, telephone calls or written communications with such persons outside the normal scope of employment. The employee will then be instructed as to the appropriate course of action. BOP's Standards of Conduct define a CEO as, among other positions, an Assistant Director of each division at the BOP's Central Office.

The BOP's Standards define a former inmate as an inmate for whom less than one year has elapsed since his or her release from BOP custody or supervision of a Federal court. (b)(6); (b)(7)(C)

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

During his OIG interview, (b)(6); (b)(7)(C) stated that (b)(6); (b)(7)(C) first met in (b)(6); (b)(7)(C) after (b)(6); (b)(7)(C) release from BOP custody. (b)(6); (b)(7)(C) further advised the OIG that (b)(6); (b)(7)(C) were in a relationship beginning in or around (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) also said that (b)(6); (b)(7)(C) did not disclose the nature of their relationship to anyone at the BOP.

In the course of the investigation, the OIG obtained a search warrant authorizing the OIG to review certain emails in (b)(6); (b)(7)(C) BOP, Microsoft, and Google email accounts. The OIG also obtained a search warrant authorizing the OIG to review certain emails in (b)(6); (b)(7)(C) Google email account. During the course of its review, the OIG found an email from (b)(6); (b)(7)(C) to (b)(6); (b)(7)(C) on (b)(6); (b)(7)(C), in which (b)(6); (b)(7)(C) forwarded to (b)(6); (b)(7)(C) the details of (b)(6); (b)(7)(C) upcoming meeting with (b)(6); (b)(7)(C) to discuss (b)(6); (b)(7)(C) program. Later that same day, (b)(6); (b)(7)(C) sent (b)(6); (b)(7)(C) an email providing the contact information for a warden at a private correctional facility.

On (b)(6); (b)(7)(C) sent (b)(6); (b)(7)(C) an email stating, "I pass[ed] the drivers test. Now I can take you out!" Earlier in this email thread, (b)(6); (b)(7)(C) gave feedback and praise to (b)(6); (b)(7)(C) for a speech (b)(6); (b)(7)(C) had given.

On (b)(6); (b)(7)(C) sent (b)(6); (b)(7)(C) an email stating, "(b)(6); (b)(7)(C) doesn't get a second chance" in response to an email (b)(6); (b)(7)(C) forwarded to (b)(6); (b)(7)(C) noting that an individual who wanted to interview (b)(6); (b)(7)(C) had cancelled the interview and wanted to reschedule.

On (b)(6); (b)(7)(C) sent (b)(6); (b)(7)(C) an email stating, "This is how your official pic should be.. (b)(6); (b)(7)(C) with an attachment of (b)(6); (b)(7)(C) government picture.

On (b)(6); (b)(7)(C) sent (b)(6); (b)(7)(C) an email with two shirtless pictures of (b)(6); (b)(7)(C) attached.

On (b)(6); (b)(7)(C) sent (b)(6); (b)(7)(C) an email with the subject line of "babe." (b)(6); (b)(7)(C) email stated, "I transferred those funds \$107k right. Let me know...been in meetings all day! Luv Ya." The OIG could not find evidence of the referenced transfer of funds during its review of (b)(6); (b)(7)(C) bank account records.

On (b)(6); (b)(7)(C) sent an email from (b)(6) BOP account to (b)(6); (b)(7)(C) Microsoft email account with an attachment titled (b)(6); (b)(7)(C). The attachment to this email was a letter to (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) advocating on behalf of an individual whom (b)(6); (b)(7)(C) wanted to join (b)(6); (b)(7)(C) program (b)(6); (b)(7)(C).

On (b)(6); (b)(7)(C) sent (b)(6); (b)(7)(C) an email with an attachment that described (b)(6); (b)(7)(C) and its organizational structure.

On (b)(6); (b)(7)(C) sent an email from (b)(6) BOP account to (b)(6); (b)(7)(C) Microsoft email account with multiple attachments related to (b)(6); (b)(7)(C) program.

On (b)(6); (b)(7)(C) forwarded to (b)(6); (b)(7)(C) an email (b)(6) had received from an individual that discussed (b)(6); (b)(7)(C) and thanked (b)(6); (b)(7)(C) for (b)(6) support. (b)(6); (b)(7)(C) forwarding email to (b)(6); (b)(7)(C) stated, "I am sending you this so you know I go through it to. I am just as committed to us as you!"

The OIG investigation determined that (b)(6); (b)(7)(C) first informed (b)(6); (b)(7)(C) supervisor, (b)(6); (b)(7)(C) of (b)(6); (b)(7)(C) contact with (b)(6); (b)(7)(C) on (b)(6); (b)(7)(C). On that date, (b)(6); (b)(7)(C) sent an email to (b)(6); (b)(7)(C) notifying (b)(6); (b)(7)(C) pursuant to the BOP Standards of Conduct requirement, that (b)(6); (b)(7)(C) saw (b)(6); (b)(7)(C) the previous evening at a political victory party in (b)(6); (b)(7)(C). In (b)(6); (b)(7)(C) email, (b)(6); (b)(7)(C) told (b)(6); (b)(7)(C) that (b)(6); (b)(7)(C) knew (b)(6); (b)(7)(C) from (b)(6); (b)(7)(C) tenure at the (b)(6); (b)(7)(C) in (b)(6); (b)(7)(C) further told (b)(6); (b)(7)(C) in (b)(6); (b)(7)(C) email that (b)(6); (b)(7)(C) was doing well and instituting (b)(6); (b)(7)(C) program (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) attached what (b)(6); (b)(7)(C) called (b)(6); (b)(7)(C) formal letter of notification to the email. In (b)(6); (b)(7)(C) email to (b)(6); (b)(7)(C) did not mention any of (b)(6); (b)(7)(C) contacts with (b)(6); (b)(7)(C) prior to (b)(6); (b)(7)(C), or that (b)(6); (b)(7)(C) was in a relationship with (b)(6); (b)(7)(C).

OIG's Conclusion

The OIG concluded that (b)(6); (b)(7)(C) actions violated the BOP's Standards of Conduct regarding employees not allowing themselves to show partiality toward, or become emotionally, physically, sexually, or financially involved with inmates or former inmates. As admitted to the OIG by (b)(6); (b)(7)(C) and as confirmed by emails between (b)(6); (b)(7)(C) became emotionally and physically involved with (b)(6); (b)(7)(C) shortly after (b)(6); (b)(7)(C) release from prison and while (b)(6); (b)(7)(C) remained an inmate under supervised release.

The OIG investigation also concluded that (b)(6); (b)(7)(C) violated the BOP's Standards of Conduct that requires employees to report in writing to a CEO as soon as practicable when they show partiality toward, or become emotionally, physically, sexually, or financially involved with inmates or former inmates, or become involved in any situation that might give the appearance of improper involvement with inmates or former inmates. The evidence demonstrated that (b)(6); (b)(7)(C) did not provide such written notice to (b)(6); (b)(7)(C) supervisor and (b)(6); (b)(7)(C) until (b)(6); (b)(7)(C) at least two months after (b)(6); (b)(7)(C) began having personal interactions with (b)(6); (b)(7)(C). Moreover, when (b)(6); (b)(7)(C) did notify (b)(6); (b)(7)(C) in an email on (b)(6); (b)(7)(C) misrepresented both the time and the nature of (b)(6); (b)(7)(C) first contact with (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) represented to (b)(6); (b)(7)(C) supervisor that (b)(6); (b)(7)(C) encountered (b)(6); (b)(7)(C) on (b)(6); (b)(7)(C) when in fact (b)(6); (b)(7)(C) had been in communication with (b)(6); (b)(7)(C) for at least two months prior to that, was actively assisting (b)(6); (b)(7)(C) on (b)(6); (b)(7)(C).

(b)(6); (b)(7)(C) program material, and based on the plain language of some of the email communications and (b)(6); (b)(7)(C) statement to the OIG, had begun a romantic relationship with (b)(6); (b)(7)(C).

(b)(6); (b)(7)(C) **Failed to Cooperate in an Official OIG Investigation**

(b)(6); (b)(7)(C) failed to cooperate with several aspects of the OIG's investigation.

BOP's Standards of Employee Conduct, Section 9, Official Investigation, states that during the course of an official investigation, employees are to cooperate fully by providing all pertinent information they may have. Full cooperation requires truthfully responding to questions and providing a signed affidavit if requested. Any employee who fails to cooperate fully or who hinders an investigation is subject to disciplinary action, up to and including removal.

The Federal Regulation governing *Department of Justice Employee Responsibilities* states that DOJ employees have a duty to cooperate in an official investigation. This regulation also states Department employees have a duty to, and shall, cooperate fully with the Office of the Inspector General, and shall respond to questions posed during the course of an investigation upon being informed that their statement will not be used to incriminate them in a criminal proceeding. The regulation further states that a refusal to cooperate could lead to disciplinary action. See 28 C.F.R. § 45.13.

(b)(6); (b)(7)(C) the OIG met with (b)(6); (b)(7)(C) in a BOP (b)(6); (b)(7)(C) conference room in order to secure (b)(6); (b)(7)(C) government-issued cell phone and attempt to conduct a voluntary interview. (b)(6); (b)(7)(C) told the OIG (b)(6) had left (b)(6); (b)(7)(C) government-issued cell phone at (b)(6) house, and after (b)(6); (b)(7)(C) read the OIG Form III-226/2, *Warnings and Assurances to Employee Requested to Provide Information on a Voluntary Basis* form provided to (b)(6); (b)(7)(C) declined to be interviewed.

Later that same day, the OIG contacted (b)(6); (b)(7)(C) and asked that (b)(6); (b)(7)(C) instruct (b)(6); (b)(7)(C) to return (b)(6); (b)(7)(C) home, where the OIG would be waiting in order to take possession of (b)(6); (b)(7)(C) government-issued cell phone. (b)(6); (b)(7)(C) met the OIG outside (b)(6); (b)(7)(C) residence and told the OIG that, on the advice of (b)(6); (b)(7)(C) attorney, (b)(6); (b)(7)(C) was not going to give (b)(6); (b)(7)(C) government-issued cell phone to the OIG. (b)(6); (b)(7)(C) said (b)(6); (b)(7)(C) attorney advised (b)(6); (b)(7)(C) that the OIG needed to produce a subpoena in order to secure (b)(6); (b)(7)(C) government-issued cell phone. The OIG told (b)(6); (b)(7)(C) that (b)(6); (b)(7)(C) government-issued cell phone was government property and the OIG did not need a subpoena in order to take possession of that cell phone. (b)(6); (b)(7)(C) responded (b)(6); (b)(7)(C) had personal items on (b)(6); (b)(7)(C) government-issued cell phone and did not want to turn it over before meeting with (b)(6); (b)(7)(C) attorney. The OIG again told (b)(6); (b)(7)(C) government-issued cell phone was the property of the government and was subject to retrieval by the agency or the OIG at any time. (b)(6); (b)(7)(C) again refused to turn over (b)(6); (b)(7)(C) government-issued cell phone to the OIG and stated (b)(6); (b)(7)(C) would not do so based upon the advice of (b)(6); (b)(7)(C) attorney.

On (b)(6); (b)(7)(C), the OIG contacted (b)(6); (b)(7)(C) and again asked for (b)(6); (b)(7)(C) government-issued cell phone. (b)(6); (b)(7)(C) provided the contact information of (b)(6); (b)(7)(C) attorney and told the OIG to speak to (b)(6); (b)(7)(C) counsel. Later that same day, (b)(6); (b)(7)(C) counsel contacted the OIG and stated (b)(6); (b)(7)(C) was not sure (b)(6); (b)(7)(C) government-issued cell phone had any sort of warning banner on it that gave notice to (b)(6); (b)(7)(C) regarding its usage. (b)(6); (b)(7)(C) also told the OIG that (b)(6); (b)(7)(C) had a

reasonable expectation of privacy for the personal information and communications on (b)(6) government-issued cell phone. (b)(6) counsel added the government would have to produce some record showing that (b)(6) had agreed to waive all of (b)(6) Fourth Amendment rights when using (b)(6) government-issued cell phone, and that short of being presented with a search warrant for that cell phone, (b)(6) could not advise (b)(6) to return that phone to the OIG or BOP.

(b)(6); (b)(7)(C) contacted the OIG on (b)(6); (b)(7)(C) and related that (b)(6); (b)(7)(C) had also directed (b)(6); (b)(7)(C) to turn over (b)(6) government-issued cell phone to the OIG.

On (b)(6); (b)(7)(C), the OIG issued an administrative subpoena to (b)(6); (b)(7)(C) for which (b)(6); (b)(7)(C) counsel agreed to accept service, commanding (b)(6); (b)(7)(C) forthwith to turn over to the OIG (b)(6) government-issued cell phone and government-issued Microsoft tablet, which the OIG had learned was also in (b)(6); (b)(7)(C) possession. (b)(6); (b)(7)(C) counsel responded that they were in possession of (b)(6); (b)(7)(C) government-issued cell phone and government-issued tablet but would not provide them to the OIG. On the government's motion, the United States District Court for the (b)(6); (b)(7)(C) ordered (b)(6); (b)(7)(C) to comply with the subpoena and produce the devices to the OIG. Pursuant to that court order, (b)(6); (b)(7)(C) counsel turned over the devices to the OIG on (b)(6); (b)(7)(C). As described in the next section below, the OIG subsequently conducted a forensic examination of the devices, which determined that (b)(6); (b)(7)(C) government-issued cell phone had been erased of all user data on (b)(6); (b)(7)(C).

After the U.S. Attorney's Office (b)(6); (b)(7)(C) advised the OIG that it had decided not to prosecute (b)(6); (b)(7)(C) the OIG sought to conduct a compelled, administrative interview of (b)(6); (b)(7)(C). On (b)(6); (b)(7)(C) the OIG, through (b)(6); (b)(7)(C) current supervisor, notified (b)(6); (b)(7)(C) that the OIG's investigation into (b)(6); (b)(7)(C) actions was no longer a criminal matter and the OIG sought to conduct a compelled, administrative interview of (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) instructed (b)(6); (b)(7)(C) to contact the OIG and coordinate an interview date. Upon not hearing from (b)(6); (b)(7)(C) for six days, the OIG emailed (b)(6); (b)(7)(C) directly on (b)(6); (b)(7)(C) and again informed (b)(6); (b)(7)(C) that the OIG's investigation was no longer a criminal matter and the OIG sought to conduct an administrative interview of (b)(6); (b)(7)(C). The OIG informed (b)(6); (b)(7)(C) that (b)(6); (b)(7)(C) attendance was mandatory and a failure to cooperate could result in disciplinary action against (b)(6); (b)(7)(C) by the BOP.

(b)(6); (b)(7)(C) responded to the OIG's email by stating (b)(6); (b)(7)(C) needed to coordinate potential interview dates with (b)(6); (b)(7)(C) criminal defense attorney and asked for a copy of the warnings form that would be presented to (b)(6); (b)(7)(C). The OIG emailed (b)(6); (b)(7)(C) a copy of OIG Form 226/3, *Warnings and Assurances to Employee Required to Provide Information*, which notified (b)(6); (b)(7)(C) the OIG's investigation pertained to allegations of procurement improprieties, conflicts of interest, failure to cooperate in an official investigation, and the receipt of gifts from a prohibited source. OIG Form 226/3 also advises, in part:

“You have a duty to reply to the questions posed to you during this interview and agency disciplinary action, including dismissal, may be undertaken if you refuse to answer or fail to reply fully and truthfully.

Neither your answers nor any information or evidence gained by reason of your answers can be used against you in any criminal proceeding. However, if you knowingly and willfully provide false

statements or information in your answers, you may be criminally prosecuted for that action. The answers you furnish and any information or evidence resulting from them may be used in the course of agency disciplinary proceedings.”

(b)(6); counsel contacted the OIG via email on (b)(6); (b)(7)(C) , and stated that because no one from the U.S. Attorney’s Office had informed (b)(6); (b)(7)(C) that (b)(6) was no longer a target and the OIG contacted (b)(6) directly without going through (b)(6); (b)(6) would not speak to anyone until these matters were addressed. The OIG responded to (b)(6); counsel that same afternoon, notifying (b)(6); (b)(7)(C) of (b)(6); duties as required in 28 C.F.R. § 45.13. The OIG also informed (b)(6); counsel that OIG practice was to allow counsel to be present for an administrative interview if the employee so requests, unless there was an identifiable, adverse consequence to the OIG, such as undue delay of the interview or interference with the investigation. The OIG also informed (b)(6); counsel that administrative interviews were typically scheduled directly with the employee.

The OIG and (b)(6); counsel exchanged emails while attempting to coordinate a date and place for (b)(6); interview. After being informed by (b)(6); counsel that (b)(6) preferred to be interviewed via teleconference, the OIG emailed (b)(6); counsel on (b)(6); (b)(7)(C) and advised that because investigative documents were going to be shared via teleconference, the OIG required that (b)(6); counsel sign a Non-Disclosure Agreement (NDA) stating (b)(6) would not discuss or disclose any information from the interview documents shared with him until the OIG’s final report, or summary of the final report, was made public. (b)(6); counsel responded via email on (b)(6); (b)(7)(C) , that he would not sign the NDA.

(b)(6) responded to the OIG on (b)(6); (b)(7)(C) and stated (b)(6) was not refusing to participate in the interview, but given (b)(6); prior interactions with the OIG which (b)(6) felt were “unfair and misleading,” (b)(6) did not want to be interviewed without (b)(6) attorney present.

The OIG sent an email to (b)(6) and (b)(6) counsel on (b)(6); (b)(7)(C) advising (b)(6); counsel that if (b)(6) wished to participate in the OIG’s interview of (b)(6) (b)(6) needed to sign and return the NDA, otherwise the OIG was going to move forward with finalizing its report. (b)(6); counsel responded that same day that (b)(6) and (b)(6) would be available on (b)(6); (b)(7)(C) although (b)(6) did not mention the NDA or provide a signed copy of it in (b)(6) response.

(b)(6); counsel emailed the OIG on (b)(6); (b)(7)(C) stating that (b)(6) did not intend to “sacrifice” (b)(6); First Amendment rights by signing the NDA. The OIG responded later that same day by advising (b)(6); counsel that (b)(6) was not required to sign an NDA as (b)(6) already under an obligation to protect sensitive, non-public DOJ information. The OIG again reiterated to (b)(6); counsel that if (b)(6) wanted to participate in the interview, (b)(6) must sign and return the NDA. Alternatively, (b)(6) could proceed without (b)(6); (b)(7)(C) or the OIG would proceed with writing its final report.

(b)(6); counsel emailed the OIG on (b)(6); (b)(7)(C) stating that neither (b)(6) nor (b)(6) agreed with signing the NDA, because, as (b)(6) attorney (b)(6) must be able to communicate with the rest of (b)(6); legal team and potentially a federal judge, and (b)(6) believed (b)(6) was giving up (b)(6) First Amendment rights by not being able to freely discuss (b)(6) testimony with others. (b)(6); counsel also requested a copy of the transcript of (b)(6) testimony. The OIG informed (b)(6) and (b)(6) counsel it would not agree to their demands and would move forward with its final report.

OIG's Conclusion

The OIG investigation concluded that (b)(6) failed to cooperate in an official OIG investigation both when (b)(6) repeatedly refused to provide (b)(6) government-issued devices to the OIG and only did so after being ordered by the United States District Court (b)(6); (b)(7)(C), and when (b)(6) effectively refused to be interviewed, after being advised in writing that, unless false, (b)(6) statement would not be used to incriminate (b)(6) in a criminal proceeding and that refusing to cooperate could lead to disciplinary action. (b)(6) actions constitute misconduct in violation of BOP's Standards of Conduct regarding employees' full cooperation in investigations by providing all pertinent information they may have, and in violation of the federal regulations governing *Department of Justice Employee Responsibilities*.

(b)(6) Destroyed Evidence Pertinent to the OIG's Investigation

During the course of the investigation, the OIG found indications that (b)(6) destroyed evidence pertinent to the OIG's investigation.

18 U.S.C. § 1519 (Destruction of records in Federal investigations or bankruptcy), provides in pertinent part that, whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States, or in relation to or contemplation of any such matter, shall be fined under this title, imprisoned not more than 20 years, or both.

As described above, pursuant to court order, (b)(6) counsel turned (b)(6) government-issued cell phone and tablet to the OIG on (b)(6); (b)(7)(C). The OIG had first instructed (b)(6) to provide the OIG with the government-issued cell phone on (b)(6); (b)(7)(C) but (b)(6) refused to do so. (b)(6) also refused to comply with (b)(6); (b)(7)(C) instruction on (b)(6); (b)(7)(C) to provide (b)(6) government-issued cell phone to the OIG. According to chain of custody documents provided by (b)(6) counsel to the OIG, (b)(6) turned over (b)(6) government-issued phone and tablet to (b)(6) counsel on (b)(6); (b)(7)(C).

(b)(6); (b)(7)(C) the OIG obtained a search warrant that authorized the OIG to conduct a forensic examination of (b)(6); (b)(7)(C) government-issued cell phone. The OIG's forensic analysis determined that (b)(6); (b)(7)(C) government-issued cell phone had been erased of all user data (more commonly referred to as having been "wiped") on (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) due to the user entering an incorrect password too many times. This erasure of all user data from (b)(6); (b)(7)(C) government-issued cell phone occurred 15 days after the OIG first requested that (b)(6); (b)(7)(C) turn it over, and at a time when (b)(6); (b)(7)(C) knew that (b)(6); (b)(7)(C) was under investigation by the OIG for misconduct.

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

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

(b)(6); (b)(7)(C) stated that when (b)(6) received a cell phone from BOP to replace the one in the OIG's custody, (b)(6) told (b)(6); (b)(7)(C) entered her password incorrectly too many times on (b)(6) prior government-issued cell phone, which caused it to be wiped. (b)(6); (b)(7)(C) did not explain to (b)(6); (b)(7)(C), nor did (b)(6); (b)(7)(C) inquire, as to why (b)(6); (b)(7)(C) kept entering an incorrect password despite the warnings that are shown after each consecutive incorrect attempt.

OIG's Conclusion

The OIG found that (b)(6); (b)(7)(C) caused all data to be wiped from (b)(6); (b)(7)(C) government-issued cell phone, knowing that (b)(6); (b)(7)(C) was under investigation by the OIG for alleged misconduct and that the OIG sought to review the data contained on the phone, in violation of 18 U.S.C. § 1519.

(b)(6); (b)(7)(C) Improperly Provided an Endorsement on (b)(6); (b)(7)(C) Website with (b)(6); (b)(7)(C) Name and Agency

During the course of the investigation, the OIG found indications that (b)(6); (b)(7)(C) provided a testimonial endorsement on (b)(6); (b)(7)(C) company website, (b)(6); (b)(7)(C) that included (b)(6); (b)(7)(C) name and the fact that (b)(6); (b)(7)(C) worked for BOP.

The *Standards of Ethical Conduct for Employees of the Executive Branch* state that an employee shall not use his public office for his own private gain, for the endorsement of any product, service or enterprise, or for the private gain of friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity. See 5 C.F.R. § 2635.702(c).

The OIG was made aware by (b)(6); (b)(7)(C) that (b)(6); (b)(7)(C) had provided an endorsement on the website of (b)(6); (b)(7)(C) company, (b)(6); (b)(7)(C). The OIG found the following statement on (b)(6); (b)(7)(C) website, (b)(6); (b)(7)(C) under the heading of Testimonials:

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

The testimonial was attributed to (b)(6); (b)(7)(C) Federal Bureau of Prisons.

OIG's Conclusion

The OIG investigation concluded that (b)(6); (b)(7)(C) provided a testimonial on the website of (b)(6); (b)(7)(C) company in

violation of the *Standards of Ethical Conduct for Employees of the Executive Branch*. By citing the agency for which (b)(6) works, (b)(6); (b)(7)(C) testimonial on the website of (b)(6); (b)(7)(C) company was an impermissible endorsement of the company.

(b)(6); (b)(7)(C) **Received Gifts from a Prohibited Source and Violated BOP Rules by Giving a Gift to**
(b)(6); (b)(7)(C)

During the course of the investigation, the OIG found indications that (b)(6); (b)(7)(C) received gifts from (b)(6); (b)(7)(C), a prohibited source.

BOP's Standards of Employee Conduct, Section 5, Personal Conduct, states that an employee may not offer or give to a former inmate any article, favor, or service that is not authorized in the performance of the employee's duties. It further states an employee shall not accept any gift, personal service, or favor from a former inmate.

The Federal Regulations governing the *Standards of Ethical Conduct for Employees of the Executive Branch* state that employees may not, directly or indirectly, accept a gift from a prohibited source. The Standards define a prohibited source as any person who is seeking official action by the employee's agency, does business or seeks to do business with the employee's agency, or has interests that may be substantially affected by the performance or nonperformance of the employee's official duties. See 5 C.F.R. § 2635.202(b)(1). The Standards make allowances for gifts based upon a personal relationship rather than the employee's position, but also state that employees should consider declining otherwise permissible gifts if they believe that a reasonable person with knowledge of the relevant facts would question the employee's integrity or impartiality as a result of accepting the gift. See 5 C.F.R. § 2635.201(b)(1). The Standards further state that an employee who is considering whether acceptance of a gift would lead a reasonable person with knowledge of the relevant facts to question his or her integrity or impartiality may consider, among other relevant factors, whether the gift has a high market value or the gift was provided by a person who has interests that may be substantially affected by the performance or nonperformance of the employee's official duties. See 5 C.F.R. § 2635.201(b)(2).

In (b)(6) interview with the OIG, (b)(6); (b)(7)(C) admitted to paying (b)(6); (b)(7)(C) mortgage starting in (b)(6); (b)(7)(C). (b)(6); (b)(7)(C) also admitted that (b)(6); (b)(7)(C) started paying (b)(6); (b)(7)(C) mortgage in cash starting in (b)(6); (b)(7)(C) and did so because that was when the OIG's investigation into (b)(6); (b)(7)(C) began.

During the course of its review of (b)(6); (b)(7)(C) bank account records, the OIG confirmed that (b)(6); (b)(7)(C) started paying the mortgage on (b)(6); (b)(7)(C) residence in (b)(6); (b)(7)(C). According to (b)(6); (b)(7)(C) bank account records, (b)(6); (b)(7)(C) made payments from the business checking account of (b)(6); (b)(7)(C) to (b)(6); (b)(7)(C) mortgage company in the following amounts:

- (b)(6); (b)(7)(C) for \$1,692.49
- (b)(6); (b)(7)(C) for \$1,692.17
- (b)(6); (b)(7)(C) for \$1,692.49
- (b)(6); (b)(7)(C) for \$1,692.49
- (b)(6); (b)(7)(C) for \$1,792.49

- (b)(6); (b)(7)(C) for \$1,700.00
- (b)(6); (b)(7)(C) for \$1,700.00.

This (b)(6); (b)(7)(C) bank account was the account into which the payments from (b)(6); three BOP contracts were deposited. Beginning in (b)(6); (b)(7)(C) made cash withdrawals from (b)(6) account at the (b)(6); (b)(7)(C) branch closest to (b)(6); residence in (b)(6); (b)(7)(C) in the following amounts:

- (b)(6); (b)(7)(C) withdrawal of \$1,752.68
- (b)(6); (b)(7)(C) withdrawal of \$1,800.00
- (b)(6); (b)(7)(C) withdrawal of \$1,792.49
- (b)(6); (b)(7)(C) withdrawal of \$1,800.00
- (b)(6); (b)(7)(C) withdrawal of \$1,700.00
- (b)(6); (b)(7)(C) withdrawal of \$1,800.00
- (b)(6); (b)(7)(C) withdrawal of \$1,800.00

The OIG matched the payments from (b)(6); bank records to the payment history records for (b)(6); mortgage provided by (b)(6); (b)(7)(C). The payments made by (b)(6); up through (b)(6); (b)(7)(C) matched the amounts and dates that payments were made on (b)(6); (b)(7)(C) mortgage. From (b)(6); (b)(7)(C) with the exception of the (b)(6); (b)(7)(C) payment, which matched the amount paid to (b)(6); mortgage on that day (b)(6); (b)(7)(C). These payments continued through (b)(6); (b)(7)(C) which was the end of the period reviewed by the OIG. (b)(6); (b)(7)(C)

The OIG reviewed (b)(6); (b)(7)(C) bank records. The OIG found that (b)(6); paid the (b)(6); (b)(7)(C) mortgage on (b)(6) residence (b)(6); (b)(7)(C). With the exception of a payment to (b)(6); (b)(7)(C) did not make another payment on (b)(6) mortgage through the end of the OIG's period of review.

During its review of (b)(6); bank records, the OIG also found that (b)(6); made a \$2,000.94 payment to (b)(6); (b)(6); credit card account on (b)(6); (b)(7)(C) a \$1,000 payment to (b)(6); (b)(7)(C) credit card on (b)(6); (b)(7)(C) and two separate \$4,750 payments to (b)(6); (b)(7)(C). The total of the above-detailed mortgage payments and these payments made by (b)(6); on behalf of (b)(6) was \$36,408.24.

The OIG also found that on (b)(6); (b)(7)(C) withdrew \$20,000 from (b)(6); (b)(7)(C) account in the form of a cashier's check payable to (b)(6); (b)(7)(C) which (b)(6); deposited into (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) endorsed the check by noting "Not used for intended purpose." In (b)(6) interview with the OIG (b)(6); (b)(7)(C) stated that (b)(6); gave him the \$20,000 to help (b)(6); (b)(6); (b)(7)(C) hence the endorsement notation (b)(6) made on the check when (b)(6) deposited it into (b)(6) account.

(b)(6); told the OIG that (b)(6) repaid the \$20,000 (b)(6) borrowed from (b)(6) by paying (b)(6) mortgage and making the two \$4,750 payments to (b)(6); (b)(7)(C). When asked by the OIG to explain why (b)(6) began paying (b)(6); (b)(7)(C) mortgage

five months prior to receiving the cashier's check, (b)(6) said (b)(6) could not remember making so many payments on (b)(6); (b)(7)(C) mortgage but stated (b)(6); (b)(7)(C)

OIG's Conclusion

(b)(6); (b)(7)(C) actions violate the *Standards of Ethical Conduct for Employees of the Executive Branch* which state that employees may not, directly or indirectly, accept a gift from a prohibited source. (b)(6); (b)(7)(C) actions also violate the BOP's Standards of Employee Conduct which prohibit employees from giving or receiving any gift or favor from a former inmate. The OIG concluded that (b)(6); (b)(7)(C) received approximately \$36,408.24 in gifts from (b)(6); (b)(7)(C) a prohibited source. (b)(6); (b)(7)(C) began paying (b)(6); (b)(7)(C) mortgage in (b)(6); (b)(7)(C) while (b)(6); (b)(7)(C) was still supervising (b)(6); (b)(7)(C) work and approving (b)(6); (b)(7)(C) invoices for payment on (b)(6); (b)(7)(C) contract with the BOP. These payments by (b)(6); (b)(7)(C) continued after (b)(6); (b)(7)(C) received an additional contract with the BOP in (b)(6); (b)(7)(C) one in which (b)(6); (b)(7)(C) wrote the SOW and sole source justification on (b)(6); (b)(7)(C) behalf. (b)(6); (b)(7)(C) also gave (b)(6); (b)(7)(C) a former BOP inmate currently on supervised release, \$20,000 (b)(6); (b)(7)(C)

The U.S. Attorney's Office (b)(6); (b)(7)(C) declined prosecution in this matter.

The OIG has completed its investigation and is providing this report to the BOP for appropriate action