COUNCIL OF THE INSPECTORS GENERAL ON INTEGRITY AND EFFICIENCY

INTEGRITY COMMITTEE

March 8, 2024

Honorable Jason Miller
Executive Chairperson
Council of the Inspectors General on Integrity and Efficiency
1750 H Street NW, Suite 400
Washington, D.C. 20006

Report of Findings for Integrity Committee Case 22-063

Dear Executive Chairperson Miller:

The Integrity Committee (IC) of the Council of the Inspectors General on Integrity and Efficiency (CIGIE) is charged by statute to review and investigate allegations of misconduct made against an Inspector General (IG) or a designated official within an Office of Inspector General. Pursuant to 5 U.S.C. § 424(d)(8)(A), the IC hereby forwards its enclosed findings and conclusions regarding (b) (6), (b) (7)(C) U.S. Department of Agriculture Office of Inspector General. (b) (6), (b) (7)(C) .

The IC also provided its findings and conclusions to the President, CIGIE Chairperson, and the Congressional committees of jurisdiction, as required by 5 U.S.C. § 424(d)(8)(A).

Sincerely,

(b) (6)

Kevin H. Winters
Chairperson
Integrity Committee

Enclosure

COUNCIL OF THE INSPECTORS GENERAL ON INTEGRITY AND EFFICIENCY

INTEGRITY COMMITTEE

March 8, 2024

Honorable Mark Lee Greenblatt
Chairperson
Council of the Inspectors General on Integrity and Efficiency
1750 H Street, N.W., Suite 400
Washington, D.C. 20006

Report of Findings for Integrity Committee Case 22-063

Dear Chairperson Greenblatt:

The Integrity Committee (IC) of the Council of the Inspectors General on Integrity and Efficiency (CIGIE) is charged by statute to review and investigate allegations of misconduct made against an Inspector General (IG) or a designated official within an Office of Inspector General. Pursuant to 5 U.S.C. § 424(d)(8)(A), the IC hereby forwards its enclosed findings and conclusions regarding (b) (6), (b) (7)(C) , U.S. Department of Agriculture Office of Inspector General. (b) (6), (b) (7)(C) .

The IC also provided its findings and conclusions to the President, the CIGIE Executive Chairperson, and the Congressional committees of jurisdiction, as required by 5 U.S.C. § 424(d)(8)(A).

Sincerely,

(b) (6)

Kevin H. Winters
Chairperson
Integrity Committee

Enclosure

COUNCIL OF THE INSPECTORS GENERAL ON INTEGRITY AND EFFICIENCY

INTEGRITY COMMITTEE

March 8, 2024

The Honorable Gary C. Peters
Chairman
Committee on Homeland Security and Governmental Affairs
340 Dirksen Senate Office Building
Washington, DC 20510

The Honorable Rand Paul
Ranking Member
Committee on Homeland Security and Government Affairs

The Honorable James Comer
Chairman
Committee on Oversight and Accountability
2517 Rayburn House Office Building
Washington, DC 20515

The Honorable Jamie Raskin
Ranking Member
Committee on Oversight and Accountability

The Honorable Debbie Stabenow
Chairwoman
Committee on Agriculture, Nutrition, & Forestry
328A Russell Senate Office Building
Washington, DC 20510

The Honorable John Boozman
Ranking Member
Committee on Agriculture, Nutrition, & Forestry

The Honorable Glenn "GT" Thompson
Chairman
Committee on Agriculture
1301 Longworth House Office Building
Washington, DC 20515

The Honorable David Scott
Ranking Member
Committee on Agriculture

Report of Findings for Integrity Committee Case 22-063

Dear Chairpersons and Ranking Members:

The Integrity Committee (IC) of the Council of the Inspectors General on Integrity and Efficiency (CIGIE) is charged by statute to review and investigate allegations of misconduct made against an Inspector General (IG) or a designated official within an Office of Inspector General (OIG). Pursuant to 5 U.S.C. § 424(d)(8)(A), the IC hereby forwards its enclosed findings and conclusions regarding (b) (6), (b) (7)(C) [redacted], U.S. Department of Agriculture Office of Inspector General. (b) (6), (b) (7)(C) [redacted].

After thoroughly reviewing the report of investigation, The IC determined that the allegations of wrongdoing against [redacted] were not substantiated.

The IC provided its findings and conclusions to the President, the CIGIE Executive Chairperson, and the CIGIE Chairperson, as required by 5 U.S.C. § 424(d)(8)(A).

Sincerely,

[redacted]

Kevin H. Winters
Chairperson
Integrity Committee

Enclosure

COUNCIL OF THE INSPECTORS GENERAL ON INTEGRITY AND EFFICIENCY

INTEGRITY COMMITTEE

March 8, 2023

Via Email
Phyllis Fong
Inspector General
U.S. Department of Agriculture

Report of Findings for Integrity Committee Case 22-063

Dear Inspector General Fong:

The Integrity Committee (IC) of the Council of the Inspectors General on Integrity and Efficiency (CIGIE) is charged by statute to review and investigate allegations of misconduct made against an Inspector General (IG) or a designated official within an Office of Inspector General. Pursuant to 5 U.S.C. § 424(d)(8)(A), the IC hereby forwards its enclosed findings and conclusions regarding (b) (6), (b) (7)(C), U.S. Department of Agriculture Office of Inspector General. (b) (6), (b) (7)(C) [redacted].

The IC also provided its findings and conclusions to the President, the CIGIE Executive Chairperson, the CIGIE Chairperson, and the Congressional committees of jurisdiction, as required by 5 U.S.C. § 424(d)(8)(A).

Sincerely,

(b) (6) [redacted]

Kevin H. Winters
Chairperson
Integrity Committee

Enclosure

COUNCIL OF THE INSPECTORS GENERAL ON INTEGRITY AND EFFICIENCY

INTEGRITY COMMITTEE

March 8, 2024

Via Email
(b) (6), (b) (7)(C) [redacted]

Report of Findings for Integrity Committee Case 22-063

Dear (b) (6), (b) (7)(C) [redacted]:

The Integrity Committee (IC) of the Council of the Inspectors General on Integrity and Efficiency (CIGIE) is charged by statute to review and investigate allegations of misconduct made against an Inspector General (IG) or a designated official within an Office of Inspector General (OIG).

On November 29, 2022, the IC initiated an investigation into allegations against you and engaged the U.S. Department of Justice OIG to conduct the investigation. After thoroughly reviewing the Report of Investigation, the IC found that the allegations of wrongdoing against you were not substantiated.

The IC provided the enclosed findings and conclusions to the President, the appropriate Congressional committees of jurisdiction, the CIGIE Executive Chairperson, the CIGIE Chairperson, and IG Fong, as required by 5 U.S.C. § 424(d)(8)(A) and section 11.B. of the IC's Policies and Procedures (2018).

Sincerely,

(b) (6) [redacted]

Kevin H. Winters
Chairperson
Integrity Committee

Enclosure

COUNCIL OF THE INSPECTORS GENERAL ON INTEGRITY AND EFFICIENCY

INTEGRITY COMMITTEE

March 8, 2024

The President
The White House
1600 Pennsylvania Avenue, NW
Washington, DC 20500

Report of Findings for Integrity Committee Case 22-063

Dear Mr. President:

This letter sets forth the findings and conclusions of the Integrity Committee (IC) of the Council of the Inspectors General on Integrity and Efficiency (CIGIE) regarding allegations of misconduct against (b) (6), (b) (7)(C), U.S. Department of Agriculture (USDA) Office of Inspector General (OIG).

5 U.S.C. § 424(d) requires the IC to report its investigative findings to the President, regardless of whether the allegations were substantiated. The IC found that the allegations of wrongdoing against (b) (6), (b) (7)(C) were not substantiated.[1]

The Department of Justice OIG assisted the IC by investigating this matter and prepared the enclosed Report of Investigation (ROI). Below is a brief synopsis of the IC's jurisdiction and investigation involving (b) (6), (b) (7)(C), and its resulting findings and conclusions.

IC Jurisdiction and Case History

Congress designated the IC, which is comprised of four IGs, a representative from the Federal Bureau of Investigation, and a representative from the Office of Government Ethics, to be the independent mechanism that ensures senior officials in the IG community "perform their duties with integrity and apply the same standards of conduct and accountability to themselves as they apply to the agencies that they audit and investigate."[2]

On June 30, 2022, the IC received a complaint alleging (b) (6), (b) (7)(C) abused his authority, engaged in substantial misconduct, and engaged in conduct undermining the integrity reasonably expected

[1] In accordance with section 10.C.i. of the Integrity Committee Policies & Procedures (ICP&P) (2018), the IC determines, by vote, "whether (1) facts within the report of investigation are proven by a preponderance of the evidence and (2) those facts provide a reasonable basis to conclude that the Respondent engaged in particular wrongdoing."

[2] Committee on Oversight and Government Reform, *Improving Government Accountability Act*, 110th Cong. (Sept. 27, 2007) (H. Rept. 110-354).

of his position. Pursuant to its procedures, the IC investigated the allegation with the assistance of the U.S. Department of Justice OIG (IC investigators). Specifically, the IC investigators were asked to determine:

> Whether (b) (6), (b) (7)(C) abused his authority, committed substantial misconduct, or otherwise engaged in conduct that undermines the integrity reasonably expected of his position relating to his role in contracting with (b) (6), (b) (7)(C), a private sector vendor, for training intended for the USDA OIG (b) (6), (b) (7)(C).

On February 8, 2023, the IC received additional allegations regarding similar misconduct by (b) (6), (b) (7)(C) regarding a project with the USDA OIG (b) (6), (b) (7)(C) and expanded the scope of its investigation to include that allegation.[3]

At the conclusion of their fieldwork, IC investigators provided a final draft ROI to the IC on February 8, 2024, which determined the allegations against (b) (6), (b) (7)(C) were not substantiated.[4] On February 12, 2024, in accordance with 5 U.S.C. § 424(d), the IC provided (b) (6), (b) (7)(C) the opportunity to respond to the draft ROI, which was redacted to protect witness and complainant confidentiality, before the IC made its findings. Other than a correction to the spelling of his name and his status (b) (6), (b) (7)(C) did not submit any substantive comments. The final ROI, which includes (b) (6), (b) (7)(C) administrative corrections, is enclosed.

Findings and Conclusions

After thoroughly reviewing the ROI and supporting evidence, the IC found that the allegations of wrongdoing against (b) (6), (b) (7)(C) were not substantiated. Accordingly, the IC makes no recommendations. The IC also provided its findings and determinations to the CIGIE Executive Chairperson, the CIGIE Chairperson, and the congressional committees of jurisdiction, as required by 5 U.S.C. § 424(d).

Sincerely,

(b) (6)

Kevin H. Winters
Chairperson
Integrity Committee

Enclosure: DOJ OIG Report to the Integrity Committee

[3] After IC investigators interviewed (b) (6), (b) (7)(C) about this allegation, the IC determined no further investigative activity was required.

[4] IC investigators provided the first draft to the IC on January 17, 2024.

Report of Investigation of Alleged Misconduct by

[redacted]
(b) (6), (b) (7)(C)

★ ★ ★

February 2024

REPORT OF INVESTIGATION: IC 22-063

I. Introduction

On August 24, 2022, the Integrity Committee (IC) of the Council of the Inspectors General on Integrity and Efficiency (CIGIE) requested that the U.S. Department of Justice Office of the Inspector General (DOJ OIG), on behalf of the IC, investigate allegations of wrongdoing by (b) (6), (b) (7)(C) U.S. Department of Agriculture Office of Inspector General (USDA OIG).[1] (Exhibit 1)

The IC requested that DOJ OIG investigate whether (b) (6), (b) (7)(C) abused his authority, committed substantial misconduct, or otherwise engaged in conduct that undermines the integrity reasonably expected of someone in his position in connection with his efforts to arrange for a private sector vendor, (b) (6), (b) (7)(C), to provide training to the USDA OIG (b) (6), (b) (7)(C) (Exhibit 1) The IC's request was based on an anonymous complaint that the USDA OIG referred to the IC in July 2022.[3] (Exhibit 3, Bates 5) The complaint alleged that (b) (6), (b) (7)(C) had a personal relationship with the vendor and arranged for the training in violation of procurement rules.[4] (Exhibit 3, Bates 7) In support of the allegations, the complaint contended that the vendor was not selected through open

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[1] (b) (6), (b) (7)(C). (Exhibit 4 at 6:20-7:6).

[2] On February 15, 2023, the IC notified DOJ OIG of a new allegation it had received that (b) (6), (b) (7)(C) wrongfully used a specific contractor without competition for a project with the USDA OIG (b) (6), (b) (7)(C). (Exhibit 2) The USDA OIG received this allegation via an anonymous complaint, which it referred to the IC in February 2023. (Exhibit 3, Bates 34) The complaint stated that (b) (6), (b) (7)(C) knew the contractor, who was identified only as "(b) (6), (b) (7)." (Exhibit 3, Bates 35-36) The anonymous complaint did not further describe the contractor, the contractor's alleged relationship with (b) (6), (b) (7)(C) or details of the project. (Exhibit 3, Bates 36) In consultation with the IC and due to the lack of detail in the complaint, we interviewed (b) (6), (b) (7)(C) to determine if there was a basis to conduct a limited-scope investigation. (b) (6), (b) (7)(C) denied knowledge of any contract with (b) (6), (b) (7)(C). (Exhibit 4 at 94:15-95:18) He recalled connecting two contractors with (b) (6), (b) (7)(C) regarding a project for (b) (6), (b) (7)(C), one of which was introduced to (b) (6), (b) (7)(C). (Exhibit 4 at 90:24-94:14, 95:19-99:3). (b) (6), (b) (7)(C) stated, however, that (b) (6), (b) (7)(C) prepared a Statement of Work for the (b) (6), (b) (7)(C) project, which they sent to the USDA OIG's Procurement Management Branch (PMB) to solicit bids and that, as far as (b) (6), (b) (7)(C) knew, the PMB has not moved forward on that project. (Exhibit 4 at 90:7-23). We found (b) (6), (b) (7)(C) account credible. Based on that information and the lack of detail in the complaint, the IC decided not to further investigate the allegation.

[3] We made no effort to and did not identify the anonymous complainant during our investigation. USDA OIG should not draw any conclusions or inferences about the identity of the complainant from the content of this report.

[4] The complaint also alleged that the training was "unnecessary." (Exhibit 3, Bates 7) After consultation, the IC directed the DOJ OIG not to investigate whether the training was necessary unless we developed information clearly showing it was not needed, as executives have wide latitude to determine training needs. We did not develop any such information during our investigation.

competition; the vendor booked his travel prior to the procurement being awarded; [redacted] caused the training to occur in Washington, D.C., during the most expensive per diem period without any cost comparison to determine the training location; [redacted] communicated with, and received course materials at [redacted] home from the vendor prior to the procurement award; and [redacted] had dinner with the vendor during the training, all of which the complaint alleged "reeks of illegal obligations, abuse of authority, and potential corruption." (Exhibit 3, Bates 7)

To investigate these allegations, we reviewed the USDA OIG's referral to the IC, the complaint, [redacted] reply to the IC's "Request for Response" to the complainant's allegations, relevant regulations, and CIGIE standards. We obtained relevant policies, documents, and emails, including [redacted] emails from August 2021 (when [redacted] initiated planning for the training at issue) through April 2022 [redacted] Further, we interviewed [redacted] and four fact witnesses from the USDA OIG: [redacted]. Finally, we conducted open-source research on the training vendor, [redacted].

As the IC applies the preponderance of the evidence standard to determine whether an individual subject to its jurisdiction has committed misconduct, we applied that standard here. (Exhibit 5, §10(C)(i)) As explained below, we assessed whether [redacted] abused his authority, committed substantial misconduct, or otherwise engaged in conduct that undermines the integrity reasonably expected of someone in his position in connection with [redacted] training, either by violating the Standards of Ethical Conduct for Employees of the Executive Branch or the USDA OIG's Training Procurement Procedures. We did not substantiate the allegations.

II. Relevant Authorities and Standards

The IC's Policies and Procedures (ICP&P) provide that the IC takes action on allegations that a Covered Person has engaged in (1) "abuse of authority in the exercise of official duties or while acting under color of office";[5] (2) "substantial misconduct, such as gross mismanagement, gross waste of funds, or a substantial violation of law, rule, or regulation"; or (3) "conduct that undermines the independence or integrity reasonably

[5] The ICP&P further provide that abuse of authority means arbitrary or capricious exercise of power by a federal official or employee that adversely affects the rights of any person or that results in personal gain or advantage to her/him or to preferred other persons." (Exhibit 5, Appendix A)

expected of a Covered Person."[6] (Exhibit 5, § 7A) [redacted] was a Covered Person during the relevant time.[7]

The following provisions are directly applicable to whether [redacted] engaged in a substantial violation of any law, rule, or regulation, although violations of these provisions may also suggest that [redacted] engaged in conduct that was an abuse of his authority or that undermined the integrity reasonably expected of him.

A. Section 702 of the Standards of Ethical Conduct

Under Section 2635.702 (Section 702) of the Standards of Ethical Conduct for Employees of the Executive Branch (Standards of Conduct), an employee may not "use his public office for his own private gain…or for the private gain of friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity…and persons with whom the employee has or seeks employment or business relations." (Exhibit 25, § 2635.702)

B. The USDA OIG's Training Procurement Procedures

As explained below, the USDA OIG obtained [redacted] training using a Standard Form (SF) 182 (Authorization, Agreement, and Certification of Training). (Exhibit 3, Bates 12-13) The USDA OIG's use of that form was governed by the Department of Agriculture Office of the Inspector General Training Procurement Procedures, dated July 29, 2014 (Training Procurement Procedures).[8] The procedures permit the USDA OIG to use an

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[6] A Covered Person includes Office of the Inspector General staff whose position is designated, under Section 4 of the ICP&P, as reporting directly to the Inspector General or holding such significant responsibilities that an internal investigation of the person "would lack objectivity in fact or appearance." (Exhibit 5, §§ 2, 4)

[7] The USDA OIG represented to the IC that [redacted] is on its designated list under Section 4 of the ICP&P. (Exhibit 3, Bates 34)

[8] The USDA OIG identified the Training Procurement Procedures in response to our request for "USDA OIG or USDA policies or guidelines for use of Training Authorization Standard Form (SF) 182 (SF-182) to procure/contract for vendor training services and obligate/certify funds for such training." (Exhibit 15 at 1) There is some confusion within the USDA OIG about whether the procedures were in use at the time of [redacted] training. [redacted] was not familiar with the analysis set out in the procedures for use of an SF-182 and, following our interview, informed us [redacted] believes the procedures are no longer valid policy. (Exhibit 16 at 4:18-21, 5:11-14, 26:18-29:19; Exhibit 17). However, [redacted] acknowledged [redacted] is "definitely not" the most knowledgeable person within the USDA OIG about use of the SF-182 and is "still learning." (Exhibit 16 at 11:20-25). Similarly, [redacted] was not familiar with some parts of the procedures outlining when an SF-182 can be used. (Exhibit 12 at 40:11-42:3). However, [redacted] supervisor, [redacted], testified that the conditions set out the in the procedures for use of the SF-182 seemed familiar (Exhibit 27 at 51:3-7), and [redacted], who [redacted] identified as the person within [redacted] most familiar with preparing SF-182s, believes the Training Procurement Procedures are still USDA OIG policy and stated [redacted] applies the concepts set forth in the procedures when (Cont'd.)

SF-182 to "obligate funds, contract for training, and certify payment of approved training expenses" when a training meets three conditions:[9]

> 1. the training cost of a single training event, program, or instructional service does not exceed the simplified acquisition process dollar limit established by the General Services Administration;
>
> 2. the cost is of a fixed nature, i.e., price per student or price per course, program, or service; and
>
> 3. the program, course, or instructional service is off-the-shelf and no modification or development resulting in increased cost to the Government is needed to meet the organization's needs. (Exhibit 14 at 1 (emphasis omitted))

At the time of (b) (6), (b) (7)(C) training, the General Services Administration's simplified acquisition threshold was $250,000. (Exhibit 26 at 40,065; Exhibit 7) The procedures also provide that "[a]ll customized training must go through the competition process," in which the USDA OIG's Procurement Management Branch will evaluate at least three vendors and award a contract for the service. (Exhibit 14 at 1)

III. Factual Findings

A. (b) (6), (b) (7)(C) Background and Interactions with (b) (6), (b) (7)(C) Prior to (b) (6), (b) (7)(C) Joining the USDA OIG

(b) (6), (b) (7)(C) worked in (b) (6), (b) (7)(C) from 1998 to 2023. (Exhibit 4 at 4:5-22, 6:20-22) Immediately prior to joining the USDA OIG, (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) told us that during (b) (6), (b) (7)(C) met (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) consultant, at a 2009 conference and afterward purchased from (b) (6), (b) (7)(C) copies of

evaluating whether the SF-182 can be used for a particular training. (Exhibit 13 at 28:21-29:24; Exhibit 12 at 14:15-18) We considered (b) (6), (b) (7)(C) to be the most authoritative witness on the applicability of the procedures and analyzed them as part of our investigation.

[9] The conditions are based on guidance from the U.S. Office of Personnel Management's Training Policy Handbook. (Exhibit 14 at fn 1)

one of (b) (6), (b) (7)(C) books. (Exhibit 3, Bates 10, 19; Exhibit 4 at 18:1-19:1) (b) (6), (b) (7)(C) is a (b) (6), (b) (7)(C) [redacted]

(b) (6), (b) (7)(C) told us that he had no contact with (b) (6), (b) (7)(C) after purchasing (b) (6), (b) (7)(C) book until 2017, when (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C) about providing training (b) (6), (b) (7)(C) [redacted]. (Exhibit 4 at 18:1-18; Exhibit 3, Bates 10) (b) (6), (b) (7)(C) recalled that (b) (6), (b) (7)(C) [redacted] worked with (b) (6), (b) (7)(C) to approve the training but that (b) (6), (b) (7)(C) was involved in some aspects of the process, such as researching alternative trainings and providing input on a sole source justification for hiring (b) (6), (b) (7)(C).[10] (Exhibit 4 at 19:2-22) (b) (6), (b) (7)(C) said that he was not aware of whether (b) (6), (b) (7)(C) ultimately hired (b) (6), (b) (7)(C) through a procurement or contracting process, but (b) (6), (b) (7)(C) recalled that (b) (6), (b) (7)(C) charged (b) (6), (b) (7)(C) [redacted], plus travel expenses. (Exhibit 4 at 19:23-20:5, 22:15-24)

(b) (6), (b) (7)(C) [redacted] recalled that (b) (6), (b) (7)(C) provided training (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) [redacted] on two occasions. (Exhibit 4 at 20:21-21:2) (b) (6), (b) (7)(C) told us that he observed a portion of (b) (6), (b) (7)(C) training and assessed that (b) (6), (b) (7)(C) was a "subject matter expert" who "really understood how to...develop and manage sources but also how to teach those skill sets." (Exhibit 4 at 21:18-22:14) (b) (6), (b) (7)(C) [redacted]

(b) (6), (b) (7)(C) stated that his relationship with (b) (6), (b) (7)(C) during (b) (6), (b) (7)(C) trainings was professional. (Exhibit 4 at 39:15-18) (b) (6), (b) (7)(C) also told us that while (b) (6), (b) (7)(C) was in (b) (6), (b) (7)(C) to provide training, on one occasion (b) (6), (b) (7)(C) invited (b) (6), (b) (7)(C) to dinner at his house, which (b) (6), (b) (7)(C) saw as an opportunity to talk about the course and offer a home-cooked meal when (b) (6), (b) (7)(C) was staying in a hotel for an extended period. (Exhibit 4 at 40:11-22) (b) (6), (b) (7)(C) said that he did not keep in touch with (b) (6), (b) (7)(C) outside of (b) (6), (b) (7)(C) trainings. (Exhibit 4 at 40:23-25)

[10] Under Federal Acquisition Regulation Subpart 2.101, a sole source acquisition is a "contract for the purchase of supplies or services that is entered into or proposed to be entered into by an agency after soliciting and negotiating with only one source." (Exhibit 7 (emphasis omitted))

B. Process of Hiring [redacted] to Present Training at the USDA OIG

1. [redacted] Initial Efforts to Personally Arrange for [redacted] Training

[redacted] told us that he identified a need for [redacted] training [redacted] started his position at the USDA OIG. (Exhibit 4 at 26:4-13) [redacted] said that, around that time, he discussed his prior experience with [redacted] training and his interest in bringing [redacted] training course to the USDA OIG with [redacted] direct supervisor; Inspector General (IG) Phyllis Fong; and [redacted] USDA OIG's Office of Counsel. (Exhibit 4 at 5:21-6:6, 26:19-27:5) [redacted] recalled that they "welcomed it" and "thought it would be a good idea."[11] (Exhibit 4 at 27:6-10)

Beginning in August 2021, [redacted] began exchanging emails with [redacted] about conducting [redacted] training for the USDA OIG. (Exhibit 9 at 6) [redacted] proposed that the training take place in the Washington, D.C., area for 4 weeks beginning on February 27, 2022, and he provided a cost estimate that he told [redacted] was "[b]ased on the last pricing" [redacted] submitted. (Exhibit 9 at 6) The estimate listed [redacted] fee for providing the training as [redacted]. (Exhibit 9 at 6) [redacted] replied that the "costs are fine but the dates won't work" and suggested either late March 2022 or "January [2022] or before." (Exhibit 9 at 5-6) [redacted] responded that he wanted to avoid January and February due to federal holidays and suggested beginning the training in late March. (Exhibit 9 at 5)

Around the same time as these early discussions, [redacted] emailed [redacted], a proposed sole source justification for [redacted] training in which the USDA OIG would enter into a contract with [redacted] on a non-competitive basis pursuant to federal acquisition regulations. (Exhibit 10 at 1-2) [redacted] told us that he recalled preparing it based on the sole source justification used for [redacted] training [redacted] on the assumption that the USDA OIG would also require it. (Exhibit 4 at 27:16-28:6) [redacted] proposed sole source justification, contained in his email to [redacted] described [redacted] as "the only source capable of providing the necessary training skills," [redacted] (Exhibit 10 at 6) [redacted] responded that the training "[s]eems very beneficial." (Exhibit 11 at 1) According to [redacted], [redacted] said the next step was to have [redacted] review the proposed sole source justification. (Exhibit 4 at 53:5-10) As explained below, however, although [redacted] followed [redacted] suggestion to send the sole source justification to [redacted], the USDA OIG ultimately obtained [redacted] training using a different process, the SF-182. (Exhibit 3, Bates 12-13; Exhibit 18)

[11] [redacted] also proposed implementing [redacted] training in his FY 2021 performance goals, which he submitted to [redacted] in May 2021. (Exhibit 8)

a. (b) (6), (b) (7)(C) Role in Group Trainings

(b) (6), (b) (7)(C) told us (b) (6), (b) (7)(C) has a broad range of responsibilities, including "organizing or facilitating training for the field" and preparing training approval packages through the "chain," which includes (b) (6), (b) (7)(C), for the IG's signature. (Exhibit 4 at 8:4-9:10)

(b) (6), (b) (7)(C) is (b) (6), (b) (7)(C). (Exhibit 27 at 4:2-6, 5:21-6:14) (b) (6), (b) (7)(C) has day-to-day responsibility for operations and oversight (b) (6), (b) (7)(C), along with (b) (6), (b) (7)(C). (Exhibit 27 at 6:8-19; Exhibit 13 at 3:16-18) (b) (6), (b) (7)(C) in turn, told us that (b) (6), (b) (7)(C) has "primary responsibility for scheduling and/or correlating information" for group trainings (b) (6), (b) (7)(C), which includes tasks such as identifying potential training options at the request of (b) (6), (b) (7)(C) and preparing paperwork for trainings to be approved at the appropriate supervisory level. (Exhibit 12 at 6:11-7:14) (b) (6), (b) (7)(C) also stated that (b) (6), (b) (7)(C) is the person within (b) (6), (b) (7)(C) who is most familiar with how SF-182s are prepared. (Exhibit 12 at 14:15-18) (b) (6), (b) (7)(C) similarly told us (b) (6), (b) (7)(C) is the person within (b) (6), (b) (7)(C) who is most familiar with how the SF-182 is used for trainings. (Exhibit 13 at 24:2-9).

As explained above, the USDA OIG's Training Procurement Procedures provide that an SF-182 can be used to "obligate funds, contract for training, and certify payment of approved training expenses" instead of a competitive process when a training meets three conditions. First, the cost of a single event, program, or instruction service cannot exceed the General Services Administration simplified acquisition process dollar limit ($250,000). (Exhibit 14 at 1; Exhibit 26 at 40,065) Second, the cost of the training must be fixed, such as a "price per student or price per course, program, or service." (Exhibit 14 at 1) Finally, the training must be off-the-shelf and not require any modification or development that would increase the cost to the government. (Exhibit 14 at 1) In contrast, the procedures also provide that "[a]ll customized training must go through the competition process," in which the USDA OIG's Procurement Management Branch (PMB) evaluates at least three vendors and awards a contract for the service. (Exhibit 14 at 1)

(b) (6), (b) (7)(C) explained (b) (6), (b) (7)(C) generally looks at three different training vendors to determine which is the most cost effective, regardless of whether the training will be processed with an SF-182 or go through a competitive process. (Exhibit 13 at 8:25-9:16) (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) would not seek to identify alternative vendors if a "specific vendor is the only one that can do what [USDA OIG is] asking them to do." (Exhibit 13 at 27:10-28:11) (b) (6), (b) also explained that the PMB sometimes assists (b) (6), (b) with identifying alternative vendors, but (b) (6), (b) (7)(C) did not believe they would need to sign off on a particular vendor if (b) (6), (b) explained that, in (b) (6), (b) (7)(C) research, (b) (6), (b) could not identify an alternative. (Exhibit 13 at 14:1-11, 86:6-88:10). (b) (6), (b) (7)(C) explained

that who is required to approve a particular training depends on the cost of the training. (Exhibit 12 at 6:21-7:14, 21:12-22:1; Exhibit 13 at 61:19-62:15)

[redacted] told us that a standard approval package for a proposed group training would include the following documents: a roster of attendees; a draft or final agenda; a conference request form, which includes a narrative statement addressing why the training is consistent with the OIG's mission and goals and a certification that federal funds are being used for "necessary and appropriate purposes" that comply with federal regulations and USDA requirements; a cost assessment for the training at different locations; and a training decision memo. (Exhibit 27 at 7:24-8:22; 69:6-70:20; Exhibit 29) [redacted] explained that the location comparison must consider three different cities. (Exhibit 13 at 8:6-15)

2. [redacted] Initial Efforts to Engage with [redacted] about [redacted] Training

On November 19, 2021, [redacted] sent a copy of his proposed sole source justification to [redacted], as [redacted] had suggested, and informed [redacted] that [redacted] would be "the point of contact on this to get everything in order." (Exhibit 9 at 3; Exhibit 18) [redacted] told us [redacted] does not have any independent recollection of, or emails reflecting, [redacted] taking substantive action on the proposed sole source justification [redacted] received from [redacted] (Exhibit 27 at 32:19-35:9, 48:2-4, 80:17-81:12; Exhibit 28 at 14:10-15:12) [redacted] also explained [redacted] usual practice would be to send the proposed sole source justification on to [redacted] for them to work with [redacted] and ensure that [redacted] could move forward with the training on a sole source basis rather than a competitive bid. (Exhibit 27 at 32:19-36:7)

We did not find any emails inconsistent with [redacted] account. Contemporaneous emails show that [redacted] began making some internal arrangements, such as requesting that [redacted] compile a list of individuals interested in attending the training. (Exhibit 19) However, as explained further below, we did not see any indications that [redacted] personnel began preparing an approval package for the IG's signature until February 2022.

[redacted] believes that [redacted] USDA OIG, asked to see the sole source justification after he spoke with [redacted] about his interest in offering [redacted] training course at the USDA OIG. (Exhibit 4 at 60:21-61:18) [redacted] believes has formal responsibility for finalizing sole source justifications. (Exhibit 4 at 11:2-24; Exhibit 16 at 4:18-21) [redacted] sent [redacted] the justification on November 24, 2021, 5 days after sending it to [redacted] but he told us [redacted] did not give him feedback on it, and he does not know what [redacted] did with it after he sent it [redacted]. (Exhibit 20; Exhibit 4 at 61:19-62:1)

Despite [redacted] connecting [redacted] and [redacted], and [redacted] outreach to [redacted] emails show that [redacted] continued to communicate directly with [redacted] to establish many of the details of the training from November 2021 through January 2022. For example, [redacted] conferred with [redacted] about the start date and number of training sessions (Exhibit 9 at 2); the course costs, including [redacted] fee of [redacted] per day and travel and hotel expenses, as well as two of [redacted] books [redacted] that were ultimately provided to each student, which books [redacted] shipped to [redacted] home address (Exhibit 9 at 2-4; Exhibit 4 at 78:7-22); and the course location generally (Exhibit 9 at 3). [redacted] and [redacted] also discussed the USDA OIG's training needs. [redacted] told us [redacted] he was not sure if [redacted] adapted aspects of his training to fit the USDA OIG because [redacted] did not attend the trainings [redacted] presented to the USDA OIG. (Exhibit 4 74:3-76:1)

3. Involvement of [redacted] in the Planning and Approval Process for [redacted] Training

Although [redacted] was aware of [redacted] interest in [redacted] training at least as early as November 2021, later emails indicate that [redacted] did not involve [redacted], who were typically responsible for group trainings, in the planning process until February 3, 2022, [redacted] contacted [redacted] and [redacted] (Exhibit 19; Exhibit 21 at 1) On that date, [redacted] forwarded them an email chain containing discussion between [redacted] and [redacted] dating back to August 2021, [redacted] said would help them to get a "head start on the [approval] packet logistics." (Exhibit 21 at 1) [redacted] informed [redacted] and [redacted] that [redacted] course would be held during the first 3 weeks in April and that the facility location and "finalized roster of interest" would be confirmed within the next week. (Exhibit 21 at 1) [redacted] sent an additional email to [redacted] and [redacted] on February 12, 2022, which contained the roster and information on funding the training and travel costs. (Exhibit 21 at 1) [redacted] and [redacted] both told us that they were not aware that the proposed training would be taking place until they received the February 2022 emails from [redacted] (Exhibit 13 at 56:16-57:16; Exhibit 12 at 22:20-23:9)

Although the USDA OIG initiated the training approval process through use of an SF-182, during our limited-scope investigation, we were unable to determine who made the decision to proceed with the use of the SF-182 rather than a competitive process or sole source justification. [redacted] stated that he does not know for which types of trainings the USDA OIG can use an SF-182, and he is not familiar with any specific requirements for when the USDA OIG can use an SF-182 for trainings or specific policies that apply when planning group trainings. (Exhibit 4 at 13:10-14:10) [redacted] believes that [redacted] informed him, possibly in February 2022, [redacted] had decided to fund [redacted] training using an SF-182. (Exhibit 4 at 32:16-33:12, 39:4-13) [redacted], told us [redacted] has no documentation related to the training, although [redacted] "did not historically have a good record keeping practice." (Exhibit 16 at 49:12-16) [redacted] told us [redacted] did not make the decision to use an SF-182, [redacted] does not know

who did. (Exhibit 27 at 81:3-12; Exhibit 28 at 19:12-19). [redacted] also told us that [redacted] did not make this decision because [redacted] does not know the "ins and outs" of the process. (Exhibit 28 at 20:9-21:5). [redacted] said [redacted] typically relies on [redacted] and [redacted] as subject matter experts, to know whether a training requires a sole source justification or competitive process, and [redacted] has no recollection of them telling [redacted] that either was required for the [redacted] training. (Exhibit 28 at 24:4-25:11)

Both [redacted] and [redacted] expressed significant concerns to us about the planning process. [redacted] believed [redacted] was not familiar with the USDA OIG training processes, [redacted] felt that [redacted] had been chosen "without asking any questions about what needed to be done to procure the vendor." (Exhibit 13 at 40:16-41:20) [redacted] questioned whether [redacted] was creating a custom program for the USDA OIG, as there was no readily available information about the course he offered, such as a course description or agenda on his website. (Exhibit 13 at 41:7-42:13, 44:17-45:20) [redacted] had to communicate with [redacted] directly to have him put together the necessary information to support the SF-182. (Exhibit 13 at 45:7-20) In addition, [redacted] believed that [redacted] and [redacted] may have been friends and stated [redacted] believed there was a reference to their friendship and discussion about restaurants and places to visit in Washington, D.C., in emails [redacted] saw between [redacted] and [redacted] (Exhibit 13 at 46:16-47:6) Overall, [redacted] stated that the training "was done incorrectly and outside of the normal process," and [redacted] conveyed those concerns to [redacted] (Exhibit 13 at 41:1-6)

[redacted] told us that the process was "out of the ordinary" because [redacted] had contacted a vendor directly, rather than discussing whether "the training division had anybody else that could provide the training." (Exhibit 12 at 25:5-14) [redacted] raised those concerns to [redacted] (Exhibit 12 at 25:5-14) [redacted] was also concerned by a comment [redacted] made to [redacted] in an email about certain training dates being a good time to visit Washington, D.C., due to the National Cherry Blossom Festival, which [redacted] viewed as bypassing the requirement to do a cost comparison of three different cities. (Exhibit 12 at 25:18-26:10) Finally, [redacted] had concerns about the cost and whether there would be sufficient time to get the training approved.[12] (Exhibit 12 at 27:22-28:18) [redacted] informed [redacted] that the total estimated cost, including associated travel, was $[redacted], which [redacted] was "rather pricy" and would require them "to jump through extra hoops to get it done." (Exhibit 12 at 30:3-17)

[redacted] told us that [redacted] did "too much of [redacted] groundwork" for the training, and that past practice was for [redacted] to do the planning for the training, although

[12] Due to the estimated cost of the training, [redacted] believed that it might require approval outside of the USDA OIG by the Deputy Secretary or Secretary of the USDA. (Exhibit 12 at 27:22-28:18) Ultimately, however, [redacted] informed IG Phyllis Fong that she could approve the training as recent USDA guidance permitted the Inspector General to approve conference and training packages with costs between $75,001 and $449,999. (Exhibit 22 at 1)

[redacted] did not think [redacted] actions "crossed the line" to an unauthorized commitment to the vendor. (Exhibit 27 at 44:12-45:19) [redacted] believes he spoke with [redacted] about [redacted] involvement in planning the training and the need to engage [redacted] earlier in the process as the best course of practice, [redacted] does not specifically recall [redacted] response. (Exhibit 27 at 47:13-49:4). [redacted] thought [redacted] level of involvement with the training stemmed from [redacted] lack of familiarity with [redacted] processes and [redacted] belief that [redacted] training filled an important training need for the OIG. (Exhibit 27 at 41:12-43:4, 45:13-19, 48:12-20).

[redacted] told us that nobody raised concerns to him that the training was not consistent with vendor selection policies or that it should have been done through a competitive process. (Exhibit 4 at 38:4-10) [redacted] also said that no one raised concerns to him about the cost of the training, the authorization or approval process, or whether [redacted] was the best option to present the training. (Exhibit 4 at 38:11-21) We did not locate any communications contradicting these statements in our review of [redacted] emails.

4. Approval of the [redacted] Training

[redacted] told us that despite [redacted] concerns, [redacted] was able to put together sufficient materials on the training "so that it would look like [they] did it kind of right." (Exhibit 13 at 52:5-17) [redacted] also told us: "[W]hat was put together was what I felt was enough to meet the requirements under the procurement rules and our training process." (Exhibit 13 at 52:5-53:1) [redacted] also stated that "we put together a package like we would normally do a package," [redacted] agreed that, despite the unusual process, there were no components that they were not able to put together for the final approval. (Exhibit 12 at 50:15-51:8).

On March 4, 2022, [redacted] emailed [redacted] with what [redacted] described as "all the documents needed for review/approval of the [[redacted]] training course next month," and stated [redacted] had "reviewed and all look to be in order." (Exhibit 22 at 2) On the same day, [redacted] sent the package to [redacted] and [redacted] for review and the "next steps in the clearance process." (Exhibit 22 at 1)

The next day, March 5, 2022, [redacted] contacted [redacted] to request [redacted] "expedite the approval on this request." (Exhibit 22 at 1) On March 17, 2022, [redacted] sent the IG the training approval package, which included an SF-182 for [redacted] fee and expenses, which was approved by [redacted];[13] a proposed training roster and agenda; a conference request form listing the total estimated expense as $[redacted] (comprising [redacted] fee plus course materials and travel and per diem

[13] [redacted] told us that an SF-182 is typically prepared after the IG approves a training to move forward. (Exhibit 13 at 21:18-22:2). In this instance, however, [redacted] believes the SF-182 was prepared earlier because all of the vendor information was already known. (Exhibit 13 at 72:1-15)

expenses for (b) (6), (b) (7)(C)), and certifying that federal funds would be used for necessary and appropriate purposes; two spreadsheets analyzing the training costs and three potential locations; and a decision memorandum for the IG's signature. (Exhibit 22) On March 18, 2022, IG Fong replied that she was "happy to approve" the training, and she signed a memorandum authorizing it. (Exhibit 23 at 1; Exhibit 24 at 1)

5. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) Social Interactions

(b) (6), (b) (7)(C) presented three separate weekly sessions of (b) (6), (b) (7)(C) training (b) (6), (b) (7)(C). (Exhibit 3, Bates 14) (b) (6), (b) (7)(C) told us that, during those 3 weeks, he believes he bought (b) (6), (b) (7)(C) a cup of coffee one morning and invited (b) (6), (b) (7)(C) over for dinner one night, to which dinner (b) (6), (b) (7)(C) brought a bottle of wine. (Exhibit 4 at 41:19-24, 43:16-20, 45:5-46:7) (b) (6), (b) (7)(C) told us that he consulted USDA ethics guidance because he wanted to make sure he "wasn't doing anything wrong there" and concluded that the ethics rules allowed him to host a contractor for dinner.[14] (Exhibit 4 at 41:21-42:13) (b) (6), (b) (7)(C) also said that he looked up the value of the wine, which ranged between $13-18, because he "didn't want to violate any ethics rules" and that he believed it was permissible for him to accept this gift as it did not exceed $20.[15] (Exhibit 4 at 45:5-22, 46:3-7) (b) (6), (b) (7)(C) asserted that he has not spoken to (b) (6), (b) (7)(C) since the training ended (b) (6), (b) (7)(C). (Exhibit 4 at 44:1-4)

(b) (6), (b) (7)(C) denied any involvement in (b) (6), (b) (7)(C) business, (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), or in any other business ventures with (b) (6), (b) (7)(C) (Exhibit 4 at 44:14-23) Further, (b) (6), (b) (7)(C) told us that he has never spoken with (b) (6), (b) (7)(C) about going into business together and has never received a financial benefit from any training that (b) (6), (b) (7)(C) has presented. (Exhibit 4 at 44:24-45:4) None of the emails we reviewed in this matter contradicted (b) (6), (b) (7)(C) statements, and, as noted above, public corporation records show that (b) (6), (b) (7)(C) is the sole director of (b) (6), (b) (7)(C) (Exhibit 6)

Finally, (b) (6), (b) (7)(C) characterized his relationship with (b) (6), (b) (7)(C) as "strictly professional in nature." (Exhibit 3, Bates 10) Emails between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) that we reviewed did not reference or indicate a personal friendship between them, nor did we see emails that focused on issues other than (b) (6), (b) (7)(C) training and arrangements related to it, including the dinner (b) (6), (b) (7)(C) hosted at his home.

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[14] USDA ethics guidance states that the "gift of food and refreshments to a contractor employee does not violate Government ethics rules." (Exhibit 30 at 5)

[15] Section 2635.204 of the Standards of Ethical Conduct for Employees of the Executive Branch permits an employee to accept unsolicited gifts with an aggregate market value of $20 or less per source per occasion (not exceeding $50 in a calendar year). (Exhibit 25, § 2635.204)

IV. Analysis

The IC requested that we investigate whether [redacted] engaged in misconduct with respect to the procurement of [redacted] training, specifically by abusing his authority, committing substantial misconduct, or otherwise engaging in conduct that undermines the integrity reasonably expected of a Covered Person. (Exhibit 1) Based on the information we obtained in our investigation, we identified Section 702 of the Standards of Conduct and the USDA OIG's Training Procurement Procedures as the most applicable laws, rules, or regulations with which to evaluate whether [redacted] committed substantial misconduct. Violations of those same provisions could also give rise to findings that [redacted] abused his authority or engaged in conduct that undermined the integrity reasonably expected of him. For the reasons discussed below, we did not find that [redacted] committed substantial misconduct, abused his authority, or engaged in conduct that undermined the integrity reasonably expected of a Covered Person.

A. Section 702 of the Standards of Ethical Conduct

Under Section 702, a federal employee may not "use his public office for his own private gain…or for the private gain of friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity…and persons with whom the employee has or seeks employment or business relations." (Exhibit 25, § 2635.702)

We found no evidence suggesting that [redacted] had any nongovernmental affiliation or other business relationship with [redacted] [redacted] credibly denied having discussed involvement in [redacted] business, [redacted], or any other business ventures with [redacted] Corporation records for [redacted] business and the communications between [redacted] and [redacted] provide no evidence to the contrary. Further, [redacted] credibly disclosed his prior working relationship with [redacted] to his supervisors and [redacted].

The available information also does not indicate that [redacted] and [redacted] were friends. Although [redacted] believed [redacted] saw a reference to friendship in a communication between [redacted] and [redacted] as well as discussion of topics that were not related to work, such as restaurants, we did not locate any such communications in [redacted] emails in the 8 months preceding the training. Rather, the emails we reviewed between [redacted] and [redacted] show that they were focused on planning and confirming the details of the training for the USDA OIG. Moreover, [redacted] credibly denied staying in contact with [redacted] after [redacted] completed the training sessions [redacted].

[redacted] acknowledged having a cup of coffee with [redacted] one morning before the USDA OIG training and having [redacted] over for dinner, [redacted]. However, those contacts alone do not suggest a relationship beyond professional courtesy or hospitality. [redacted] testimony that he consulted USDA ethics guidance about the dinner

and considered the value of the wine [redacted] brought to the dinner also suggests that [redacted] was interacting with [redacted] professional capacity as a USDA OIG training vendor.

Because we did not find that [redacted] and [redacted] were friends or had any outside business or employment relationship, we found no violation of Section 702 of the Standards of Conduct.

B. The USDA OIG Training Procurement Procedures

The USDA OIG Training Procurement Procedures allow training vendors to be hired with an SF-182, rather than through a competitive process, as long as the training meets three conditions. Therefore, we considered whether [redacted] caused the USDA OIG to hire [redacted] outside of a competitive process in violation of the Training Procurement Procedures.

As an initial matter, none of the information we reviewed indicated that [redacted] understood when SF-182s could be used or that he personally influenced the USDA OIG's decision to use an SF-182 to hire [redacted] Rather, [redacted] emails showed that he expected the USDA OIG would hire [redacted] using a sole source justification, and that he prepared and shared a draft justification with [redacted]. [redacted] acknowledged that he was not familiar with the rules and procedures for planning group trainings, and the evidence showed that he had to rely on those whose job it was to procure training. Further, [redacted] credibly denied that anyone raised concerns to him in connection with procuring [redacted] training services.

Even if [redacted] had been part of the decision to use the SF-182, [redacted] training easily met two of the three conditions in the Training Procurement Procedures. First, the cost of a single training event or program cannot exceed $250,000. The final estimated cost for all three of the sessions [redacted] presented, including his fees and costs, as well as the travel and per diem expenses of participants, was [redacted]. Second, the cost must be of a fixed nature, such as a price per student or per course. Communications between [redacted] and [redacted] consistently showed that [redacted] fee for providing the training (not accounting for his hotel and travel) was fixed at $[redacted] per day.

The final factor in the Training Procurement Procedures is whether the course is off-the-shelf and "no modification or development resulting in increased cost to the Government is needed to meet the organization's needs." (Exhibit 14 at 1) As discussed above, [redacted] became concerned that the training might not be off-the-shelf when [redacted] had difficulty locating information about [redacted] course. However, after [redacted] communicated with [redacted] directly, [redacted] was able to obtain the necessary training course information to include with the approval package and ultimately concluded that the approval package for the training, which included the SF-182, "was enough to meet the requirements under the procurement rules and our training process." Additionally, [redacted]

(b) (6), (b) (7)(C), who has primary oversight (b) (6), (b) (7)(C) training and procurement at the USDA OIG, found that the approval package, including supporting documents, "all look to be in order," despite (b) (6), (b) concerns on some process issues. Further, none of the communications we reviewed between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) indicated that (b) (6), (b) (7)(C) altered the cost of the training based on modifications. As a result, we found no violation of the Training Procurement Procedures.

V. Conclusion

Because we found no violation of any applicable law, rule, or regulation, we did not find that (b) (6), (b) (7)(C) committed substantial misconduct. Similarly, we did not find that (b) (6), (b) (7)(C) abused his authority or engaged in conduct that undermines the integrity reasonably expected of a Covered Person in seeking authorization for (b) (6), (b) (7)(C) to provide training (b) (6), (b) (7)(C) Rather, we found that (b) (6), (b) (7)(C) merely asked those who knew the procurement and training processes at the USDA OIG to arrange training by a respected subject matter expert.

Exhibits

1. Kevin H. Winters, Chairperson, IC, CIGIE, letter to Michael E. Horowitz, Inspector General, U.S. Department of Justice, August 24, 2022.
2. Kevin H. Winters, Chairperson, IC, CIGIE, letter to Michael E. Horowitz, Inspector General, U.S. Department of Justice, February 15, 2023.
3. IC22-063 Case File (Feb. 15, 2023).
4. Transcript of DOJ OIG Interview of (b) (6), (b) (7)(C), May 31, 2023.
5. Council of Inspectors General on Integrity and Efficiency, Integrity Committee Policies and Procedures, 2018.
6. (b) (6), (b) (7)(C)
7. FAR Subpart 2.101.
8. (b) (6), (b) (7)(C), USDA OIG, email message to (b) (6), (b) (7)(C), USDA OIG, May 21, 2021 (E2023001-0000020104).
9. (b) (6), (b) (7)(C), USDA OIG, email message to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), January 12, 2022 (E2023001-0000000968).
10. (b) (6), (b) (7)(C), USDA OIG, email message to (b) (6), (b) (7)(C), USDA OIG, August 19, 2021 (E2023001-0000017146).
11. (b) (6), (b) (7)(C), USDA OIG, email message to (b) (6), (b) (7)(C), USDA OIG, August 27, 2021 (E2023001-0000027189).
12. Transcript of DOJ OIG Interview of (b) (6), (b) (7)(C), June 9, 2023.
13. Transcript of DOJ OIG Interview of (b) (6), (b) (7)(C), May 23, 2023.
14. USDA OIG, Training Procurement Procedures, July 29, 2014.

15. USDA OIG, Attachment for Response to DOJ OIG Request for Documents and Information, January 30, 2023.
16. Transcript of DOJ OIG Interview of (b) (6), (b) (7)(C), April 17, 2023.
17. (b) (6), (b) (7)(C), USDA OIG, email message to (b) (6), (b) (7)(C), DOJ OIG, April 28, 2023.
18. (b) (6), (b) (7)(C), USDA OIG, email message to (b) (6), (b) (7)(C), USDA OIG, November 19, 2021 (E2023001-0000029646).
19. (b) (6), (b) (7)(C), USDA OIG, USDA, email message to (b) (6), (b) (7)(C), USDA OIG, November 29, 2021 (E2023001-0000017148).
20. (b) (6), (b) (7)(C), USDA OIG, email message to (b) (6), (b) (7)(C), USDA OIG, November 24, 2021 (E2023001-0000027799).
21. (b) (6), (b) (7)(C), USDA OIG, email message to (b) (6), (b) (7)(C), USDA OIG, February 12, 2022 (E2023001-0000000081).
22. (b) (6), (b) (7)(C), USDA OIG, email message to Phyllis Fong, Inspector General, USDA OIG, March 17, 2022 (E2023001-0000000085).
23. Phyllis Fong, Inspector General, USDA OIG, email message to (b) (6), (b) (7)(C), USDA OIG, March 18, 2022 (E2023001-0000009064).
24. Phyllis Fong, Inspector General, USDA OIG, email message to (b) (6), (b) (7)(C), USDA OIG, March 18, 2022 (E2023001-0000009069).
25. Standards of Ethical Conduct for Employees of the Executive Branch, effective June 18, 2020.
26. Federal Acquisition Regulation: Increased Micro-Purchase and Simplified Acquisition Thresholds, 85 Fed. Reg. 40,064 (July 2, 2020).
27. Transcript of DOJ OIG Interview of (b) (6), (b) (7)(C), October 31, 2023.
28. Transcript of DOJ OIG Interview of (b) (6), (b) (7)(C), November 1, 2023
29. (b) (6), (b) (7)(C), USDA OIG, email message to (b) (6), (b) (7)(C), Oversight & Review Division, DOJ OIG, October 31, 2023.
30. USDA, "Holiday Guidance for Federal Personnel," https://www.usda.gov/oe/rules-road/holiday-guidance-federal-personnel (accessed November 16, 2023).