

GIFTS

- **Relevant Charter Sections:** City Charter § 2604(b)(5)
- **Relevant Board Rules:** Board Rules § 1-01(a)

A former Assistant Deputy Commissioner from the New York City Human Resources Administration (“HRA”) paid a \$3,000 fine to the Board for accepting valuable gifts from a City vendor, in violation of the City’s “Valuable Gifts Rule.” In a public disposition of the Board’s charges, the now former Assistant Deputy Commissioner for Management Information Systems admitted that, while working for HRA, he accepted two luxury suite tickets to an August 2009 Yankees-Red Sox game at Yankee Stadium – valued at approximately \$713 per person – from an IT services firm that was actively bidding on HRA contracts. *COIB v. S. Cohen*, COIB Case No. 2012-270b (2012).

The Board fined a former Principal Administrative Associate at the New York City Administration for Children’s Services (“ACS”) \$3,000 for accepting a gift of five free tickets to the Broadway show “The Lion King” from a firm doing business with ACS. The former Principal Administrative Associate admitted that she was aware of the firm’s business dealings with ACS through her work at ACS Head Start Facilities, where she was responsible for sending out bid packages, preparing contracts, and forwarding payment requests to the ACS Fiscal Unit. The former Principal Administrative Associate acknowledged that her conduct violated the City’s conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything that has a value of \$50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a firm doing business with the City. *COIB v. Concepcion*, COIB Case No. 2008-963a (2011).

The Board fined the Chief Medical Officer of MetroPlus, a subsidiary of the New York City Health and Hospital Corporation (“HHC”), \$1,000 for accepting a gift of free airfare and hotel accommodations to a February 2008 conference held in Grenada from a foreign medical school located in Grenada. The foreign medical school has contracted since 1977 with multiple HHC facilities to provide placement for the school’s students in HHC’s clinical clerkship programs. The Chief Medical Officer acknowledged that he was aware of its business dealings with HHC at the time that he accepted the gift from the school. The Chief Medical Officer acknowledged that his conduct violated the City’s conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything which has a value of \$50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, object, or any other form – from a firm doing business with the City. *COIB v. Dunn*, COIB Case No. 2008-648a (2010).

The Board fined an Administrative Project Manager for the New York City Department of Parks (“Parks”) \$600 for accepting the gifts of two meals, valued collectively in excess of \$50.00, from Kiska Construction, a firm doing business with the New York City Economic Development Corporation (“EDC”). Kiska had been awarded three major contracts by EDC related to construction at the High Line; at Parks, the Administrative Project Manager served as the Project Administrator for the High Line Project. The Administrative Project Manager acknowledged that his conduct violated the City’s conflicts of interest law, which prohibits a public servant from accepting a valuable gift – defined by Board Rules as anything which has a

value of \$50.00 or more, whether it be in the form of money, travel, entertainment, hospitality, or any other form – from a firm doing business with the City. *COIB v. Bradley*, COIB Case No. 2008-423b (2008).

The Board fined a former Assistant Commissioner for the New York City Fire Department (“FDNY”) Office of Medical Affairs \$6,500 for accepting valuable gifts from a firm doing business with FDNY, a firm whose work he evaluated in his capacity as the Assistant Commissioner in the FDNY Office of Medical Affairs. The former FDNY Assistant Commissioner acknowledged that, in late 2000 or early 2001, he introduced an automated coding and billing product to FDNY personnel produced by ScanHealth, an information technology company in the emergency medical service and home health care fields. FDNY eventually selected ScanHealth as a preferred vendor in 2003 and entered into a \$4.3 million contract with ScanHealth in 2004. The former FDNY Assistant Commissioner served on the Evaluation Committee to monitor and evaluate the ScanHealth contract. The former FDNY Assistant Commissioner acknowledged that, while he served on the ScanHealth Evaluation Committee, he accepted reimbursement of travel expenses from ScanHealth for trips to Hawaii (in the amount of \$2,592.00), Minnesota (in the amount of \$199.76) and Atlanta (in the amount of \$1,129.00); three or four dinners (each in excess of \$50.00); and tickets to the Broadway production of “Mamma Mia.” The former FDNY Assistant Commissioner acknowledged that this conduct violated the City’s conflicts of interest law, which prohibits: (a) using one’s City position for personal gain; (b) accepting a valuable gift from a firm doing business with the City; and (c) accepting compensation for any official duty or accepting or receiving a gratuity from a firm whose interests may be affected by the City employee’s actions. *COIB v. Clair*, COIB Case No. 2005-244 (2007).

Two New York City Police Department (“NYPD”) employees and one former NYPD employee accepted gifts of dinners and golf outings, and in one instance tickets to a New York Yankees game at Yankee stadium, from a vendor that was engaged in business dealings with the City and NYPD, in which business dealings the current and former NYPD employees were involved. The Board issued a public warning letter to the NYPD in part because the NYPD represented that the employees’ actions resulted from a misunderstanding of the scope of their supervisor’s directions that the employees develop a closer relationship with the vendor and because the NYPD agreed to undertake measures to train and educate its employees and vendors, with the Board’s guidance and assistance, about the City’s conflicts of interest law. *In re NYPD*, COIB Case No. 2004-553 (2006).

The Board fined two former Department of Education (“DOE”) employees who accepted valuable gifts from DOE vendors. The former Director of Procurement at the DOE Office of School Food and Nutrition Services (“OSFNS”) and the former Deputy Chief of OSFNS admitted that during their employment at DOE they accepted valuable gifts from DOE vendors. The former DOE employees each admitted accepting a laptop computer that cost over \$2,400, as well as tickets, dinners, and gifts of meat from DOE vendors, and they each paid a fine of \$4,000. *COIB v. Hoffman*, COIB Case No. 2004-082 (2005); *COIB v. Romano*, COIB Case No. 2004-082a (2005).

In 2000, the Board announced that it had rebuked former NYC Police Commissioner Howard Safir for accepting a free trip to the 1999 Academy Awards festivities in Los Angeles. A City vendor was the donor of the trip, valued at over \$7,000. The Board defined for the first time the duties of high-level public servants to inquire about the business dealings of the donor. Because this was the first public announcement of this duty in the context of gifts, and the

business dealings of the City vendor were small and difficult to discover, the Board declined to charge Safir with violating the Board's Valuable Gift Rule, which prohibits public servants from accepting gifts valued at \$50 or more from persons they know or should know engage or intend to engage in business dealings with the City. Safir repaid the cost of the trip. *In re Howard Safir*, COIB Case No. 1999-115 (2000).

The Board fined a contract manager in the Parking Violations Bureau \$500 for accepting meals from a City bidder worth more than \$50 in the aggregate without disclosing the receipt of those meals. *COIB v. Bryson*, COIB Case No. 1993-282 (1994).