

FINDINGS OF FACT

The Commission, having reviewed the record of this case, makes the following findings of fact:

1. Respondent Mark Doyle (Doyle) was employed by the Illinois Department of Human Services (IDHS) between 2011 and February 15, 2015. At DHS, Doyle was responsible for overseeing the closure of certain State-operated developmental disability and psychiatric care centers and for moving the residents of these centers to community-based care facilities and small group homes.
2. To assist with these closures and transitions, IDHS contracted with Community Resource Associates, Inc. (CRA). Doyle and CRA's founder, Derrick Dufresne (Dufresne), have been acquainted for more than 30 years.
3. Dufresne also controls CRA Consulting, Inc. (CRA-C). In 2014, the State of Georgia entered into a contract with CRA-C to perform services similar to those CRA was performing in the State of Illinois.
4. On January 31, 2015 CRA-C offered Doyle an opportunity to work on CRA-C's contract with the State of Georgia. Doyle submitted a revolving door determination request to the OEIG, which found him to be restricted from CRA-C's job opportunity.
5. On March 2, 2015, the Executive Ethics Commission (Commission) affirmed this determination. The Commission found that in the year prior to his termination, Doyle participated personally and substantially as a State of Illinois employee, in the decision to award contracts to CRA, which is essentially the same entity as CRA-C. Therefore, Doyle could not accept the consulting position with CRA-C. *In re: Mark Doyle*, 15-EEC-007 (March 2, 2015).
6. As part of its decision, the Commission found that Doyle "brought CRA to the table and made a strong case why DHS should select them." Furthermore, Doyle stated that he "did enthusiastically encourage the Division of Developmental Disabilities to consider looking at CRA as a possible option." The amount of the contract in question was \$1,182,125 and ran from July 1, 2014 to August 30, 2014. The contract was extended until January 31, 2015. *Id.*
5. On February 26, 2015, CRA-C entered into a contract with BennBrook, Inc. (BennBrook) to provide consulting services for the State of Georgia. The terms of the contract included CRA-C paying BennBrook \$1200 per day for on-site consulting services and \$150 per hour for off-site work.
6. On April 3, 2015 Doyle submitted a revolving door determination request to the OEIG to provide consulting work for BennBrook. He described his prospective duties as "Expand Array Consulting Services into New Geographic Areas." He did not disclose to the OEIG that

BennBrook was contracting with CRA-C to do work that the OEIG had previously found to be restricted. Based upon these assertions and omissions, the OEIG determined on April 16, 2016 that Doyle was eligible to accept BennBrook's employment opportunity.

7. On April 25, 2015 BennBrook and Doyle executed a contract for Doyle to provide consulting services to BennBrook's clients. Beginning in June 2015 and through March 2016, Doyle invoiced BennBrook \$1100 per day for on-site consulting services and \$150 per hour for off-site work he performed in connection with CRA-C's Georgia project.
8. Petitioner claims that between June 1, 2015 and February 15, 2016 (one year after Respondent's separation from State service), Respondent billed BennBrook \$154,056.10 for his consulting work on CRA-C's Georgia project. Doyle does not dispute this amount.
9. In a cover letter Doyle sent along with his invoices to BennBrook on June 7, 2015, Doyle cautioned: "Remember, you must invoice CRA Consulting prior to the 27th of each month. CRA must have all their invoices in to the State of Georgia by the 27th of each month in order to get paid. I believe that the State of Georgia only pays them once a month."
10. On September 11, 2018, the Commission granted Petitioner's motion for summary judgment as to Count I of the complaint. Petitioner has subsequently withdrawn Counts II, III, and IV.

CONCLUSIONS OF LAW

1. Petitioner Susan Haling is the Executive Inspector General for the Agencies of the Illinois Governor, duly appointed by the Governor of the State of Illinois. 5 ILCS 430/20-10(b).
2. At all times relevant to the allegations in Petitioner's complaint, Respondent Mark Doyle was subject to the provisions of the Ethics Act, and therefore subject to the jurisdiction of the Executive Ethics Commission (the "Commission") with respect to matters arising under the Ethics Act. 5 ILCS 430/20-5(d).
3. Doyle is also subject to the OEIG's jurisdiction with respect to possible violations of the Ethics Act. *Id.* § 20-10(c).
4. At all times relevant to the allegations in this complaint, Respondent had a duty to comply with the provisions of the Ethics Act, and with the policies and rules adopted pursuant thereto.
5. Section 5-45 of the State Officials and Employees Ethics Act provides in relevant part:
 - (a) No former officer, member or State employee, or spouse or immediate family member living with such person, shall, within a period of one year immediately after termination of State employment, knowingly accept employment or receive

compensation or fees for services from a person or entity of the officer, member, or State employee during the year immediately preceding termination of State employment, participated personally and substantially in the award of State contracts, or the issuance of State contract change orders, with a cumulative value of \$25,000 or more to the person or entity, or its parent or subsidiary.

5 ILCS 430/5-45(a)

6. Having personally and substantially participated in the award of a State contract with CRA within the year prior to his termination of State employment, Doyle, within one year following his termination of State employment, knowingly accepted compensation or fees for services from CRA-C via BennBrook, which operated as nothing more than a “pass through” organization for CRA-C.
7. Doyle violated Section 5-45(a) of the Ethics Act.
8. Subsection 50-5(a-1) of the Ethics Act provides: “[A]n ethics commission may levy an administrative fine for a violation of Section 5-45 of this Act of up to 3 times the total annual compensation that would have been obtained in violation of Section 5-45. 5 ILCS 430/50-5(a-1).
9. The Executive Ethics Commission has jurisdiction over this matter.

ANALYSIS

As described in this Commission’s September 11, 2018 order granting Petitioner summary judgment as to Count I, Petitioner has provided uncontroverted evidence that Doyle’s employment with Illinois Department of Human Services terminated on February 15, 2015. During the year prior to his termination, Doyle participated personally and substantially in the award of contracts or change order in excess of \$25,000 to CRA, which the Commission has previously determined is essentially the same entity as CRA-C. *In re: Mark Doyle*, 15-EEC-007 (Mar. 2, 2015). Within the year following his termination of State employment, Mr. Doyle knowingly received compensation or fees for services from CRA-C, although through a subcontract with BennBrook.

The terms of the contract between CRA-C and BennBrook provided for CRA-C to pay BennBrook \$1200 per day for on-site consulting services and \$150 per hour for offsite work. The contract between BennBrook and Doyle provided for BennBrook to pay Doyle \$1100 per day for on-site consulting services and \$150 per hour offsite. These numbers demonstrate that BennBrook was acting merely as a conduit for compensation from CRA-C to Doyle. Doyle’s direction to BennBrook to bill CRA-C by the 27th of each month demonstrates his knowledge of the true source of his compensation.

According to Petitioner, between June 1, 2015 and February 15, 2016 (one year after Respondent's separation from State service), Respondent billed BennBrook \$154,056.10 for his consulting work on CRA-C's Georgia project. Doyle does not dispute this amount. Any compensation for such work completed through February 15, 2016 violates the revolving door prohibition. 5 ILCS 430/5-45(a). The Commission may levy an administrative fine of up to three times this amount. 5 ILCS 430/50-5(a-1).

The Ethics Act does not provide any guidance for the Commission to consider when levying a fine. The Commission, however, has adopted rules, found at 2 Ill. Admin. Code 1620.530(b), that outline 14 aggravating and mitigating factors that the Commission may consider when assessing an appropriate fine. Most of these factors are not relevant to the present determination or are otherwise neither aggravating nor mitigating. Other factors are more significantly aggravating or mitigating. These factors include: 2 Ill. Admin. Code § 1620.530(b)(1), (5), and (13).

- A. § 1620.530(b)(1)—**nature of the violations**—This violation involves \$154,056.10 wrongfully obtained by Doyle.
- B. § 1620.530(b)(5)—**extent of Respondent's intent or knowledge of the facts surrounding the violation**—Doyle knew that he was restricted from accepting compensation from CRA-C, yet he was actively directing BennBrook to obtain reimbursement for his work from CRA-C.
- C. § 1620.530(b)(13)—**prior disciplinary record or Ethics Act violation**—There is no evidence that Doyle has been previously disciplined for violations of the Ethics Act.

WHEREFORE, for the foregoing reasons, the Commission levies an administrative fine of \$154,056.10 against Respondent Mark Doyle for violation of 5 ILCS 430/5-45(a). This is a final administrative decision and is subject to the Administrative Review Law.

ENTERED: April 15, 2019

Commissioner

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