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THE SPECIAL COMMISSIONER OF INVESTIGATION
FOR THE NEW YORK CITY SCHOOL DISTRICT

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VIA ELECTRONIC MAIL

February 22, 2021

Hon. Richard A. Carranza
Chancellor
New York City Public Schools
Department of Education
52 Chambers Street, Room 314
New York, NY 10007

Re: Peter Quinn
Stonyhurst Consulting
SCI Case # 2019-0716

Dear Chancellor Carranza:

An investigation conducted by this office has substantiated that former New York City Department of Education (“DOE”) Chief Information Officer (“CIO”) Peter Quinn deceived DOE officials concerning his employment history when he applied for the CIO position in June 2016. Quinn concealed that he had been fired by a recent employer called Advocate Solutions, LLC. (“Advocate”), and omitted that he was briefly employed by a second company, Stonyhurst Consulting, LLC. (“Stonyhurst”). Both Advocate and Stonyhurst – along with Quinn and other individuals – were later investigated by Ohio authorities for alleged fraud due to Quinn’s actions. On the resume Quinn submitted with his application, and in job interviews at the DOE, Quinn repeatedly stated that he was currently employed by Advocate when in fact, Quinn had been fired by this firm weeks prior to submitting his DOE application.

During the DOE on-boarding process for his CIO appointment in November 2016, Quinn failed to disclose pertinent information and entered misleading statements in two background questionnaires he submitted to officials.¹ The false and misleading statements concerned the circumstances of Advocate’s firing of Quinn in May 2016. Although Quinn acknowledged his dismissal from Advocate in these questionnaires, he provided false information about the reason he was fired. Quinn’s conduct was the

¹ As discussed herein, Quinn resigned in connection with these allegations at the request of the DOE Chief Operating Officer on February 19, 2019.

subject of a later investigation by Ohio officials and resulted in his debarment from state contracts and employment.² Further, Quinn omitted from a DOE questionnaire and a New York City Department of Investigation (“DOI”) Background Investigation Questionnaire (“BIQ”) submitted under oath, that Stonyhurst, a company for which he later sought a no-bid DOE contract after his appointment to the CIO position, previously employed him.

Quinn, Advocate, Stonyhurst, its co-owner Steve Zielenski, and Stonyhurst consultants Cindy Afkhami and Greg McCoy were investigated by the Ohio IG for collusion in state contracting during Quinn’s tenure at Advocate. The Ohio IG’s public findings ultimately led to Quinn, Zielenski, Afkhami, and Stonyhurst being debarred in March 2019 from contracts and employment with the State of Ohio. Immediately after Advocate fired Quinn in connection with the collusion allegations, Stonyhurst hired Quinn for approximately one week, for which he was paid \$7,500.³ Quinn’s relationship with Stonyhurst during his tenure as DOE CIO led to SCI’s investigation. Once Quinn was hired as CIO, contrary to DOE contracting regulations, he ardently pressed DOE subordinates to arrange a lucrative contract with his former employer, Stonyhurst, which was represented by Zielenski in discussions with Quinn and the DOE Division of Instructional and Information Technology (“DIIT”). As a result of this investigation and the release of the Ohio IG report in December 2018, Quinn’s proposed DOE no-bid \$3 million, two-year service contract never came to fruition.

I. Investigation and Findings:

In January 2019, the office of the Special Commissioner of Investigation for the New York City School District (“SCI”) received a complaint from the DOE DIIT Deputy Chief Information Officer Tracy Belgrave.⁴ Belgrave reported to SCI that on December 18, 2018, Quinn summoned her and DIIT Chief of Staff Yamaris Brodsky to his office to read a news article on his computer. The article, published by the *Columbus Dispatch* in Ohio (the “*Dispatch* article”), named Quinn as a subject in an Ohio IG investigation.⁵ According to Belgrave, Quinn said of the *Dispatch* article, “this is not good.” Belgrave said that she read the *Dispatch* article and the Ohio IG’s Report of Investigation (the “IG Report”) and noticed that in addition to Quinn, the article and the IG report referenced Stonyhurst and Zielenski, whom Belgrave recognized as Stonyhurst’s contact with DIIT.⁶

² Quinn’s work at Advocate was the subject of an investigation by the Inspector General for the State of Ohio (the “Ohio IG”). See further below.

³ Quinn noted the \$7,500 compensation he received in 2016 from Stonyhurst in a confidential Conflicts of Interest Board (“COIB”) annual financial disclosure report. However, this report was submitted after his appointment as CIO, and information disclosed in such COIB reports is not shared with the DOE.

⁴ Unfortunately, Belgrave died after being struck by an SUV on December 4, 2019, during the course of SCI’s investigation. See Clayton Guse & Thomas Tracy, *Woman fatally struck crossing pedestrian-oriented street in Downtown Brooklyn*, THE DAILY NEWS, (Dec. 4, 2019) <https://www.nydailynews.com/new-york/nyc-crime/ny-pedestrian-struck-killed-brooklyn-20191204-2muxameywbahxfx54qzjgbefum-story.html>.

⁵ See R. Ludlow, *Report: Consultants rigged, steered state IT contracts*, THE COLUMBUS DISPATCH, (Dec. 14, 2018), <https://www.dispatch.com/news/20181213/report-consultants-rigged-steered-state-it-contracts>.

⁶ See STATE OF OHIO OFFICE OF THE INSPECTOR GENERAL, REPORT OF INVESTIGATION, FILE ID NO. 2018-CA00013 (2018), <https://www.watchdog.ohio.gov/Portals/0/pdf/investigations/2018-CA00013.pdf> [hereinafter “Ohio IG Report”].

According to Belgrave, at the time of the IG Report and the *Dispatch* article, DIIT was in the process of completing a negotiated service contract (“NSC”) with Stonyhurst potentially worth \$3.63 million over two years. Belgrave said that a contract of this cost and scope would normally be subject to the Request for Proposal (“RFP”) process, which typically lasted 16 to 18 months and required bidding and approval by the DOE Panel on Education Policy (“PEP”). An NSC, by contrast, can be completed on a shorter timeframe, without bidding, and is negotiated between the DOE and the (sole) vendor. This process typically is reserved for less valuable contracts with approval levels based on certain monetary thresholds.

When Belgrave saw the *Dispatch* article, she immediately informed DOE Chief Operations Officer Ursulina Ramirez. Later that day, Ramirez summoned Quinn to her office at the Tweed Courthouse and revoked Quinn’s DOE financial responsibilities and assigned those duties to Belgrave.⁷ Later, Belgrave complained to Ramirez that once she assumed Quinn’s financial duties, Quinn became hostile toward her and that she could no longer work with Quinn while holding these responsibilities. Ramirez directed Belgrave to report the matter to SCI.

Quinn’s omissions and suspected false statements to DOE

Pursuant to DOE Chancellor’s Regulation C-105 (“CR C-105”), the DOE Office of Personnel Investigations (“OPI”) is required to complete background investigations of all DOE pedagogical and administrative applicants. CR C-105 allows OPI some discretion when verifying self-reported work history and accreditation. The regulation states that “Where *appropriate*, the OPI will verify educational credentials, certification status, and previous work history.”⁸ Managerial employees such as Quinn (and those remunerated at or above \$100,000 annually) in addition to an OPI investigation, must submit a sworn BIQ to DOI and undergo a DOI background investigation by that office.⁹

In connection with a similar investigation, SCI investigators interviewed DOE Executive Director of Employee Relations Katherine Rodi, who oversees OPI.¹⁰ Rodi reported that approximately five OPI investigators conduct background investigations of prospective and newly appointed DOE employees. Rodi explained that after potential DOE employees are nominated for a position, they are sent a link via email to a short background questionnaire along with other employment documents. The candidate is instructed to complete and return these materials to OPI for review. The nominee must then complete a fingerprint check at the DOE Court Street office in Brooklyn. DOE sends the fingerprints to

⁷ Ramirez resigned from her position with the DOE in September 2020.

⁸ See NEW YORK CITY DEPARTMENT OF EDUCATION, CHANCELLOR’S REGULATION C-105, 5 (2003), <https://www.schools.nyc.gov/docs/default-source/default-document-library/c-105-2-11-2003-final-remediated-wcag2-0> (emphasis added) [hereinafter CR C-105].

⁹ See NEW YORK CITY DEPARTMENT OF EDUCATION, CHANCELLOR’S REGULATION C-115, 5 (2000) <https://www.schools.nyc.gov/docs/default-source/default-document-library/c-115-9-5-2000-final-remediated-wcag2-0> [hereinafter CR C-115].

¹⁰ For more details on OPI’s policies regarding background investigations and the context in which Rodi’s statements were made, please see SCI’s letter to the DOE Chancellor regarding David A. Hay. See SCI REPORT, CASE NO. 2020-0011 (Feb. 24, 2020). <https://nycsci.org/wp-content/uploads/2018/Reports/2-20-David-Hay-Report-SCI.pdf>.

the New York State Division of Criminal Justice Services (“DCJS”) who check for any prior New York State or federal criminal convictions. Lastly, DCJS sends the results of their background review to OPI. Based on Quinn’s emails and internal DOE documents, Quinn submitted his OPI background check on November 7, 2016, and his OPI questionnaire on December 12, 2016, shortly after he was hired.¹¹

Rodi reported that OPI would clear a candidate unless the background process revealed one of three “triggers”: (1) a criminal conviction reported by DCJS; (2) the candidate’s affirmative response to any of the questions seeking derogatory information in the CyberShift or DOI BIQ questionnaires; or (3) a problem code or other derogatory information previously entered in the DOE database (generally pertaining to former DOE employees or vendors).

Rodi said that newly hired DOE employees are required to complete additional background documents, including the Department of Citywide Administrative Services (“DCAS”) DP8-B Questionnaire. According to Rodi, the DCAS materials are not sent to OPI for every employee, but OPI may access them should background issues arise. Consistent with the Chancellor’s Regulations, Rodi reported that certain managerial employees, depending on job title or salary, were required to complete the DOI BIQ after they began DOE employment.¹²

SCI investigators spoke with OPI Deputy Director Mallory Sullivan regarding Quinn’s OPI background check. According to Sullivan, officers at the DOE executive level conducted their own background check of Quinn. Sullivan also told investigators that the DOE used the firm Stone Search, LLC of Manhattan to conduct research on Quinn after the firm identified him as a possible candidate for the CIO position.¹³ Regarding the OPI background check, Sullivan stated that they reviewed the background questionnaire, but OPI did not escalate the questionnaire for a heightened review based on the information provided – despite Quinn’s answer in the affirmative of a recent termination. In the CyberShift Questionnaire, Quinn answered “yes” to the question, “Have you ever been terminated (fired) from a job?” Quinn added an illogical explanation that he was terminated by Advocate because his employer believed: “I [Quinn] was not happy working there.” According to Quinn’s OPI file, Sullivan wrote to OPI Investigators Colin Caldwell and Laurie Vazquez, “I need your best digging on this person. Let’s see what we can find on the good old [World Wide Web].” However, an internet search alone may

¹¹ DOI’s review of Quinn’s BIQ was never completed.

¹² According to the Associate Director of DOI’s Background Unit Rochelle Chester, Quinn’s background check was not completed as of February 2019. Quinn’s DOI BIQ file was part of a backlog of approximately 6,000 unfinished background checks which were pending when the current DOI Commissioner took office in December 2018. The DOI Commissioner has informed the City Council Committee on Oversight and Investigations and discussed several plans to address the backlog. *See Concerning the Fiscal Year 2020 Preliminary Budget, etc.: Hearing Before the NYC Council Comm. on Oversight and Investigations* (Mar. 26, 2019) (Testimony of Commissioner Margaret Garnett, NYC Dept. of Investigation).

¹³ Stone Search is a self-described recruiter, though its website does not overtly mention specific backgrounding procedures. *See* <http://stone-search.com/>. (“Stone Search helps its clients supplement their existing staff during peak periods as well as in hiring permanent employees. We save our clients time and money while increasing their efficiency, productivity, and profitability. Stone Search is committed to understanding the business, work environment, and corporate culture of its clients in order to provide the best candidates with minimal turnaround time. We select only the most qualified candidates to present to its clients.”)

not have revealed any information regarding the Ohio IG investigation, as it was still underway; the IG's findings were not made public for another two years.

SCI found no indication that OPI investigators verified Quinn's work history with Advocate. Despite Quinn's self-reported termination and his peculiar explanation of why he was fired, Sullivan told the assigned SCI investigator that generally, in such circumstances, OPI "would have" deemed the information "not suspicious," and added that because there were two "higher levels" that scrutinized Quinn's background (presumably DOE executives, DOI or, possibly, Stone Search), OPI would not have pursued any further explanation of Quinn's termination from Advocate.

According to Quinn's 2016 New York City Conflicts of Interest Board financial disclosure forms obtained by SCI, Quinn indicated that he received \$7,500 in compensation from Stonyhurst Consulting.¹⁴ Quinn confirmed this, telling SCI investigators that Advocate fired him in May 2016, and he then worked for Stonyhurst for one week at \$7,500 "until his [Ohio] unemployment [compensation] kicked in." He failed to explain why he did not disclose his Stonyhurst employment on the questionnaires or the resume he submitted to the DOE. One likely reason for this omission was that questions from the DOE about his brief Stonyhurst tenure would have also led to discussions of his past relationship with that firm, and that he had been fired by Advocate. Another motive for concealment was Quinn's employment contract with Advocate, which barred him from working for competing firms or Advocate's clients for two years. He was specifically reminded of this obligation in a letter from Advocate's attorney bearing the same date as Quinn's dismissal from the firm.¹⁵ A third reason is that, at the rate of \$7,500 per week, he would be on pace to earn \$390,000 annually – a figure that surely would have invited more scrutiny from OPI and DOE.

SCI investigators also reviewed Quinn's DOI BIQ. Although DOI's review of Quinn's BIQ was not completed prior to his resignation, Quinn's written response regarding his termination by Advocate was consistent with his absurd explanation in the DOE questionnaire: Advocate fired Quinn because "I [Quinn] was not happy working there." Also, as on the DOE questionnaire, Quinn listed his previous 10 years of employment on the BIQ but omitted his recent job with Stonyhurst.

Quinn's sworn declaration at the end of the BIQ that he "supplied full and complete information in answer to each question therein to the best of my knowledge, information and belief; and that all the information supplied therein is true" appears above his signature and a notary's jurat dated December 12, 2016.

SCI investigators interviewed Lauren Siciliano, DOE Chief Administrative Officer, concerning Quinn's selection as CIO in 2016 when Siciliano was a DOE Deputy Chief Operating Officer. She reported that Stone Search, which had provided services to the DOE in the past, was engaged to recruit candidates and to screen those who applied directly to the DOE for the position. Commissioner Anne

¹⁴ Quinn's 2016 disclosures also listed income from Advocate. Quinn's 2017 disclosures did not show any compensation outside of the DOE.

¹⁵ A copy of this letter was contained in Quinn's Advocate personnel file, a copy of which SCI obtained as discussed below.

Roest of the New York City Department of Information Technology and Telecommunications assisted Sicilliano in evaluating and interviewing applicants.

Sicilliano said that she and Roest, after interviewing a number of candidates, advanced three applicants including Quinn and Desmond White (the interim DOE CIO), for consideration and interviews by Chief Operating Officer Ursulina Ramirez and other members of the Chancellor's cabinet. Sicilliano understood that Stone Search – which specialized in information technology placement – did some background screening and questioned the candidates. She produced a June 16, 2016 email from Stone Search containing a summary description of Quinn's qualifications, including his work at Advocate, where “[f]or the past five years Peter has been an external consultant for the CIO of the State of Ohio to correct failing projects.” Quinn's resume, attached to the email, leads with his position at Advocate from “2011 to present.” The description of Quinn's responsibilities at Advocate is in the present tense; all the entries of Quinn's prior jobs on his three-page resume are in the past tense. Sicilliano (and, apparently, the Stone Search representative) was under the impression that Quinn was currently employed by Advocate. In several meetings and two interviews with Quinn, he never advised Sicilliano that Advocate had terminated his employment, nor that he had worked for one week for Stonyhurst. Sicilliano reported that another candidate was initially selected for the CIO position. She then continued to meet with Quinn to discuss engaging him as a consultant to assist the new CIO designee. When this initial designee decided to retract his acceptance of the DOE's offer, Quinn was again considered and selected for the CIO post. Quinn never informed Sicilliano that he was unemployed or that Advocate fired him. Sicilliano said that Quinn told her that he was motivated to accept the CIO position because he wished to move to New York where he had a girlfriend or a family member.

Sicilliano arranged for Quinn's three references to be interviewed about his qualifications. Two of the references – Afkhami and McCoy (later implicated with Quinn in the Ohio IG's report) – spoke enthusiastically of their work with Quinn in Ohio for state clients. Neither said anything to suggest that he was no longer at Advocate. Sicilliano did not learn the truth about Quinn's Advocate status until after the Columbus *Dispatch* reports in 2019. She then discovered that her supervisor, Ramirez, and other DOE officials involved in selecting Quinn were similarly unaware. Sicilliano vaguely recalled that in 2019 someone from OPI explained that Quinn's questionnaire disclosure that he had been terminated from Advocate “did not rise to the level of concern for further review.”

Quinn's Advocate personnel records

Advocate ceased doing business and was “consolidated out of existence” in May 2018.¹⁶ The company's personnel records were placed in the custody of an Ohio consulting firm which, through its attorney, provided SCI with a copy of Quinn's Advocate personnel file. Documents from the file confirm that Quinn was summarily fired on May 25, 2016. This was two days after a Stonyhurst employee, Greg McCoy, was installed as an IT consultant at an Ohio state agency as part of a job posting tailoring scheme

¹⁶ Ohio Secretary of State Business Filings. Available at: <https://bizimage.ohiosos.gov/api/image/pdf/201809901566>.

devised by Quinn and Zielenski.¹⁷ A memorandum by Jeff Carr, Senior Associate Recruiter for Advocate provides an apparently contemporaneous account of the meeting at which Quinn was fired. Eric Hoffmann, Resource Manager of the firm, attended the meeting with Carr.¹⁸ Fourteen bullet points appear under the headline “Termination of Peter Quinn – 4:30 – 4:40 pm 05/25/2016” in which the meeting participants are identified by first name. Among the bullet points are the following:

- Eric (Hoffmann) was to the point – told Peter that his employment was being terminated.
- Eric told him the reason was due to a lack of satisfaction between Advocate and Peter.¹⁹
- Eric told Peter that his medical benefits are done as of today and that Peter will receive a communication regarding his access to COBRA within the next few weeks.
- Eric asked Peter if he had his [Ohio] State [identification] badge and/or computer to which Peter responded that he did not.
- Eric told Peter that he is not to contact the client at all in the future.
- Eric asked Peter if he had any questions pertaining to the termination and Peter asked if him being let go had anything to do with something other than him or Advocate not being happy ... he specifically stated he wanted to know the “genesis” of the reason for the decision – Eric responded that all he could tell him was that he was being let go for the reasons he already gave.
- Peter asked if he would be paid for this month’s work and when he would be paid. Eric responded that he would be paid through today (5/25)
- Eric asked Peter if he understood everything he had shared with him and Peter stated that he did understand.
- Peter told Eric he was surprised that he was being let go.

A “Termination Checklist” in the personnel file indicates that Quinn was to return his Client identification badge and other items on May 26th, and that Quinn was “not able to work for the State of Ohio or Advocate’s competitors per the terms of the [Employment Agreement]” between Quinn and Advocate.

Quinn’s Advocate personnel file also contains correspondence between the company and the Ohio Department of Job and Family Services Office of Unemployment Compensation concerning Quinn’s claim after he was terminated. A questionnaire from the Unemployment office contained multiple questions requiring detailed reasons why Quinn was discharged by Advocate. Eric Hoffmann of Advocate declined to provide specifics of Quinn’s conduct and stated the reason as, “Discharged – unsatisfactory work performance.” To six subsequent detailed questions, Hoffmann repeatedly stated (or referred back to):

¹⁷ The Ohio agency cancelled this Stonyhurst contract for McCoy’s services in August 2016 “because his work was both ‘very minimal’ and ... not very good.” See The Ohio IG Investigation, *infra*, at 37.

¹⁸ Carr and Hoffmann are currently employed at (separate) firms in Ohio; neither responded to SCI’s request for an interview.

¹⁹ This belies Quinn’s quizzical claim that he was terminated because he no longer wished to work for Advocate.

Employment “at will” is clearly stated in the claimant’s Employment Agreement signed by the claimant on November 1, 2012 and the claimant signed an updated Advocate Employee Handbook acknowledgement dated on January 23, 2015 (included with this documentation) that also reiterates “at will” employment.

In June 2016, the Ohio Office of Unemployment Compensation issued its determination notice to Advocate, effectively finding that the firm’s vague responses provided insufficient evidence to justify Quinn’s dismissal.²⁰ Consequently, the Ohio Office of Unemployment Compensation charged Advocate \$11,310 – the full amount of Quinn’s unemployment compensation. The Advocate file contains no indication that the company appealed this ruling. Given Advocate’s position with the Ohio unemployment authorities, the firm might have declined to respond to any inquiries in 2016 by OPI (or DOI) or reveal that Quinn had been fired. It is possible, however, that Advocate might have disclosed that Quinn was no longer employed by them.

Advocate was more forthcoming about Quinn’s firing after the release of Ohio IG’s December 2018 report in which Quinn was accused of colluding with officials of Stonyhurst (including Zielenski) to rig and steer two state contracts paying \$469,000 to Stonyhurst. Responding to inquiries by the Columbus *Dispatch*, Advocate issued this written statement concerning Quinn:

“When we learned that an employee may not have been acting ethically and was not upholding Advocate’s values, we took action. The consultant was terminated on May 26, 2016,” Advocate said in a written statement Monday.²¹

The Ohio IG Investigation

On December 13, 2018, the Ohio IG released a report that named Peter Quinn as a subject in a scheme to tailor a government contract proposal to favor a candidate from a company, which subsequently hired Quinn. According to the report, and an SCI interview with Ohio Deputy Inspector General Rebekah Wolcott, Ohio IG investigators found evidence that while working for Advocate, Quinn and an Ohio Department of Administrative Services Executive IT Consultant colluded with a Stonyhurst consultant in order to tailor a job’s position qualifications for a specific individual. The report also found that Quinn “exerted influence on [Ohio Bureau of Worker’s Compensation and Ohio Department of Administrative Services] employees to award a contract to Stonyhurst.” Consequently, McCoy, the person designated in Quinn’s job tailoring scheme, was installed as an IT consultant at the Worker’s Compensation Bureau.²²

²⁰ Advocate may have sought to avoid providing the Ohio Office of Unemployment Compensation particulars concerning their employee’s misconduct at two other Ohio state agencies.

²¹ See Randy Ludlow, *State contractor fired worker for being unethical*, THE COLUMBUS DISPATCH (Dec. 18, 2018) <https://www.dispatch.com/news/20181217/state-contractor-says-employee-fired-for-unethical-behavior>. Ludlow confirmed this account in a telephone conversation with the assigned SCI investigator.

²² See Ohio IG Report, *supra* note 5, at 1. Quinn’s influence ensured Stonyhurst contracts were accepted at a higher rate - \$129,119 in total for 2015-2016.

According to Wolcott and the report, the actions did not rise to the level where Quinn could be charged criminally under Ohio state law.²³ However, the misconduct was egregious enough for the State of Ohio to debar Quinn, Zielenski, and Stonyhurst from being vendors or employees of the State of Ohio for three years, through March 1, 2022.²⁴ Wolcott provided SCI with an email in which she requested an interview with Quinn during the Ohio IG investigation; Quinn never responded.²⁵

Quinn's Attempted DOE Contract with Stonyhurst Worth Over \$3 Million

Over the course of multiple interviews, Belgrave and other DIIT staff members recounted the details surrounding DIIT's contracts with Stonyhurst. In February 2018, Stonyhurst began consulting on a contract worth up to \$25,000. According to DIIT staff, this contract was used to build a relationship with Stonyhurst with the intent to negotiate a more lucrative two-year service contract worth an estimated \$3.63 million. The DOE suspended contract negotiations after discovering the Ohio IG's report.

According to Belgrave, shortly after Quinn became the DOE CIO, he was assigned responsibility for the information technology infrastructure for the Office of School Food ("OSF") and the Office of Pupil Transportation ("OPT"). Quinn asked Assistant Director of Contracts for DIIT Nadia Molinari about the DOE procurement processes concerning the OSF and OPT tasks. According to Molinari, Quinn was unhappy with these processes, and said he could "bring people in to help." Not long after, Quinn requested that DIIT contract with Stonyhurst to assess OSF and OPT's procurement processes and recommend new procedures. According to Belgrave, Quinn asked her to contact Steve Zielenski to begin the process to engage Stonyhurst.

Belgrave reported that from Quinn's first discussions with her, he looked to secure a long-term contract with Stonyhurst. However, Quinn soon discovered that due to Stonyhurst's lack of contracting history with the DOE, an immediate long-term contract with the firm was unrealistic.²⁶ According to Belgrave, at Quinn's request, her staff secured the NSC with Stonyhurst, capped at \$25,000, to conduct a review of procurement issues and to provide recommendations. According to several DIIT staff members; this NSC was a part of a larger strategy to secure a long-term contract for Stonyhurst. Notably, as stated above, the Ohio IG report found that Quinn "exerted influence on" Ohio public employees to award a contract to Stonyhurst.

²³ *See id.* at 2.

²⁴ State of Ohio Debarred Vendors (as of Oct. 17, 2019), Ohio Dept. of Admin. Services. Available at: <https://procure.ohio.gov/proc/debarment.asp> (last visited Dec. 23, 2020). Cynthia Afkhami, also implicated in the Ohio IG Report, was debarred for two years.

²⁵ According to the report, Quinn was removed from the project by his employer, Advocate, on May 25, 2016. The Ohio IG sent the interview request to the same email address listed on the resume Quinn submitted to the DOE. Quinn later confirmed the address with SCI investigators; however, Quinn claimed he never saw the request.

²⁶ According to Molinari, Quinn drafted contracts with Stonyhurst and asked Molinari the timeline of implementation. When Molinari alerted him that the process could take up to 14 months, Quinn became angry.

In addition, Molinari told SCI investigators that prior to a meeting with Stonyhurst, she informed Belgrave and another staff member that Quinn could not meet with Zielenski alone because the perception would be “unethical.” According to multiple DIIT employees, Quinn never disclosed his previous relationship with Stonyhurst prior to the *Dispatch* article.²⁷ However, Molinari claimed that Quinn once mentioned his relationship with Stonyhurst to her and, consequently, she wanted to “protect the image of DIIT.” It is unclear if Quinn or Molinari shared with Belgrave the reason why the relationship would have been perceived as unethical.

In February 2018, Stonyhurst began its review of the DOE systems, which concluded with a presentation to DIIT staff around November 2018. After the presentation, Quinn directed Belgrave to research how to get Stonyhurst on retainer.

According to Molinari, Quinn then directed her to outline the steps to enable Stonyhurst to secure a long-term contract with the DOE.²⁸ She reported that when Quinn learned the process and timeline for securing an RFP, he became upset.²⁹ Molinari stated that Quinn opted to use an NSC instead, which was unprecedented for a contract of this value and term. In December 2018, Stonyhurst submitted an Annual Budget Summary to Molinari that contained a 24-month, \$3.68 million proposal. Belgrave reported that there was no documented discussion concerning the Scope of Work (“SOW”) to enable Stonyhurst to make such a proposal. She said that Quinn conducted all discussions with Zielenski by telephone, and handled all of the details necessary for Stonyhurst to submit their Budget Summary. SCI investigators reviewed Quinn’s DOE emails and, curiously, found no exchanges on this topic (or any professional communications) between Quinn and Zielenski.

DIIT drafted a letter to the DOE Division of Contracting and Purchasing (“DCP”) concerning the NSC on December 6, 2018. Molinari expressed her concern to Quinn that it would be a waste to pursue approval for the NSC with Stonyhurst – as the DOE had never awarded an NSC worth over one million dollars. Quinn told her to prepare the contract anyway. The letter to DCP would have provided DIIT’s rationale for an NSC as the more appropriate and desirable route. Ultimately, following the release of the Ohio IG’s report and the events that followed, the draft was never finalized nor was it presented to DCP.

DOE’s Response

On December 14, 2018, after Quinn shared the *Dispatch* article with Belgrave, former DOE Chief Operating Officer Ursulina Ramirez summoned Quinn to her office at the Tweed Courthouse. Ramirez told SCI investigators that she asked Quinn for an explanation of the *Dispatch* article, and he claimed to be unaware of the Ohio IG investigation. After their conversation, Ramirez suspended Quinn’s authority to make financial decisions on behalf of the DOE. According to Ramirez, she directed Quinn to report to

²⁷ Financial disclosures are confidential; the other DIIT staff members would not have had this information unless Quinn had been forthright with it.

²⁸ Molinari shared this document with investigators.

²⁹ According to Molinari, Quinn always expressed disdain with listening to guidelines and regulations he thought hampered efficiency.

the Tweed Courthouse (instead of his DIIT office) while the DOE reviewed the matter. In a subsequent email to Quinn, Ramirez wrote, in part:

I have recently become concerned about a number of other issues. I read through the investigations and findings from the Ohio Inspector General, and a subsequent news report that stated that you were let go by your employer when it was learned of the allegations underlying the investigation. This was news to me, and not mentioned in your interviews in 2016. Furthermore, I asked the finance team to see if any business had taken place between DIIT and Stonyhurst LLC and was surprised to find out that DIIT cut a purchase order for \$25,000 to Stonyhurst LLC.

In a separate draft memorandum concerning her meeting with Quinn, Ramirez stated, in part:

... I told you that I was concerned that you did not disclose that you had been terminated from your previous position as part of the interview and selection process. In addition, the initial resume we received from you in June 2016 indicated that you were still employed by Advocate Consulting Group despite your termination in May 2016. . . .

I acknowledge your statement that you were not interviewed for the [Ohio IG] investigation and in fact were not aware of the investigation until the results were published. However, I remain nonetheless concerned because, while, at the beginning of the investigation, the Ohio IG merely believed that improper activities “may have” occurred, the investigation did in fact conclude that you engaged in improper activities. As you are aware, these and related concerns have already led us to remove your authority to take procurement and finance actions.

Ramirez shifted Quinn’s financial responsibilities to Belgrave, who placed a hold on the Stonyhurst contract. Belgrave stated that Quinn was angry with her for doing so.³⁰

Shortly after meeting with Ramirez, Quinn took medical leave. Upon his return, according to Belgrave, Quinn repeatedly asked her to lift the hold on the Stonyhurst contract. Belgrave complained to Ramirez and said that she feared taking directions from Quinn. Ramirez directed Belgrave to report the matter to SCI.

According to Ramirez, during SCI’s investigation, the DOE decided it was in its best interest to demand Quinn’s resignation, which he tendered immediately following his interview with SCI investigators on February 19, 2019.³¹

³⁰ According to Belgrave’s OEO reports, this was not the first instance in which Quinn acted in a hostile manner towards her.

³¹ SCI investigators interviewed Quinn at his temporary office space in the Tweed Courthouse on February 19, 2019. According to sources, after investigators left the interview, Ramirez entered the room and discussed Quinn’s resignation.

Interviews with Steve Zielenski and Peter Quinn

On August 12, 2019, SCI investigators spoke with Steve Zielenski, co-owner of Stonyhurst Consulting, who confirmed much of what Belgrave and Molinari reported to SCI regarding the proposed NSC. Zielenski claimed that the DIIT team did not know how to create an RFP to describe the work that he and Quinn envisioned for Stonyhurst, and he learned that the RFP process could take years to complete. Zielenski was also adamant that none of the conversations he had with Quinn could be construed as “illegal” and there was no employment offer for Quinn to return to Stonyhurst in the future.

On February 19, 2019 – the date of his resignation – SCI investigators spoke with Peter Quinn. He stated that shortly after he was hired by the DOE, Zielenski contacted him and said that he was interested in obtaining a contract with the DOE. Quinn told investigators that in 2018, he asked the DOE internal finance team to explain the process of establishing an NSC with Stonyhurst to assess procurement procedures. Quinn stated that Stonyhurst was originally on a short-term, small-sum NSC. According to Quinn, at the conclusion of their work in November 2018, Stonyhurst presented its analysis and findings, and DIIT team decided to move forward with a long-term contract.

Quinn claimed that he asked his staff to collaborate with Stonyhurst to create a SOW. Quinn confirmed that he used the information from the SOW in a letter to DCP Director Charlette Hamamgian to request a long-term NSC with Stonyhurst in an attempt to circumvent the RFP process and convince her that this was the most “prudent course to take.”

Investigators questioned Quinn about the Ohio IG report; he claimed that he never received the Ohio IG’s request for an interview.³² Concerning Quinn’s claim that he was unaware of the IG’s investigation, from April through June 2018, Ohio IG investigators interviewed eight persons concerning the job-posting scheme. Among them were McCoy, the Stonyhurst consultant for whom the posting was designed; and Afkhami, who colluded with Quinn and Zielenski. In these circumstances, it is difficult to accept that Quinn did not learn of the IG’s investigation well before the public report. This is underscored by the November 2016 DOE press release announcing Quinn’s appointment as CIO, which was cited in the Ohio IG’s report. With respect to Quinn’s qualifications, only two persons are quoted in the press release concerning his Ohio tenure – Afkhami (“Peter Quinn is a natural leader who knows how to drive outcomes in a demanding, fast-paced environment.”) and McCoy (“I’ve had the pleasure of working with Peter for over a decade and I’ve seen firsthand his dedication to the quality of his work and to the people he serves.”).³³ The IG’s report also noted that Quinn and Zielenski had worked a variety of projects for Ohio agencies dating back to 2012 and added: “[E]mail correspondence revealed that Quinn and Zielenski exchanged non-work related emails using their state email accounts and socialized outside of work, further showing a close relationship between these two consultants.”³⁴

³² Ohio Inspector General Wolcott said that she sent the request by email and USPS certified mail.

³³ See Ohio IG report, *supra* note 5, at Exhibit 2.

³⁴ See *id* at 11. It is also noteworthy that a previous Ohio IG report from December 2017 reported “concerns by legislators, government officials, and the media regarding non-competitively awarded IT contracts to Advocate and Stonyhurst and, specifically, for the services of Quinn and Zielenski. See Ohio IG Report, *supra* note 5.

Quinn said that after the IG's report, the Stonyhurst contract was "dead on arrival" and that it would have been a waste of time to proceed. He denied that he expressed anger toward Belgrave. In addition, he confirmed that after the report was released, Ramirez told him to report to Tweed and removed his procurement responsibilities. Quinn also confirmed that he worked for Stonyhurst for one week after leaving Advocate in 2016.

II. Conclusion and Recommendations:

Peter Quinn attempted to use his senior position within the DOE to create a high-valued, long-term contract, outside of the regular bidding procedures, for a former business associate and former employer, Stonyhurst Consulting. This repeats an unethical pattern that he first established in Ohio. Though unsuccessful due to the release of the Ohio IG Investigation findings, the type of corruption exhibited by Quinn has no place within the DOE. When applying for his appointment as DOE CIO, Quinn also made misrepresentations that, if answered honestly, would have prevented most of the issues at hand. Quinn failed to disclose his employment with Stonyhurst (outside his financial disclosures) and provided a false (and absurd) explanation in his sworn questionnaire as to why he was fired by Advocate. The actual reason for his dismissal, as publicly stated by Advocate, concerned Quinn's unethical conduct regarding a client state agency. Ultimately, due in part to this investigation, Quinn resigned in February 2019 and the proposed \$3 million, two-year negotiated service contract – which would have been the first of its kind – was never finalized. It is the recommendation of this office that a problem code be added to Quinn's DOE personnel file as a bar to future employment with the DOE or its vendors. Such codes should also be associated with Steven Zielenski and Stonyhurst as bars to future employment or business with the DOE or its vendors.

In addition, it is likely that this situation could have been prevented had OPI investigators followed their own internal procedures. Although CR C-105 provides OPI leeway and discretion to decide whether a more comprehensive review of an applicant's background information is necessary, according to OPI, there are internal policies that outline specific factors that warrant a heightened review, including the affirmative answering of a derogatory question. OPI failed to further scrutinize Quinn's background materials after one of those factors was triggered – that Quinn was terminated by a previous employer.

Therefore, this office recommends the following Policy and Procedure Recommendations:

1. When a candidate self-reports or explains derogatory information regarding previous employment to OPI (or, information which OPI otherwise discovers) such as dismissal by a recent employer, OPI must contact the DOE executives who extended the employment offer to determine whether (a) this information was also disclosed by the candidate and considered during the application process, (b) was affirmatively concealed by the candidate, and (c) the circumstances are such that DOE's offer should be rescinded.

2. DOE must retrain its background investigators in best practices to ensure a higher level of scrutiny in background reviews of executive-level applicants, to adhere to OPI policy and DOE regulations. When a candidate self-reports that she has been recently terminated from an employer, all necessary efforts should be made to contact the prior employer to ascertain the nature of the firing and the reasons thereof.

We are sending a copy of this letter to the Office of Legal Services. In addition, we are sending a copy to New York County District Attorney Cyrus R. Vance, Jr., for whatever action he deems appropriate, and to the Chief Procurement Officer & Director Daniel Symon at the Mayor's Office of Contract Services. Should you have any inquiries concerning this matter, please contact me at (212) 510-1486 or gconroy@nycsci.org.

Please notify SCI in writing within 30 days of receipt of this letter of what, if any, action has been taken or is contemplated with respect to Peter Quinn and the recommendations made herein. Thank you for your attention to this matter.

Sincerely,

ANASTASIA COLEMAN
Special Commissioner of Investigation
for the New York City School District

By: /s/ Gerald P. Conroy
Gerald P. Conroy
Deputy Commissioner

AC:GC:lr

cc: Judy Nathan, Esq.
Karen Antoine, Esq.
Katherine Rodi, Esq.