

**MINUTES OF THE MEETING OF
THE INDIANA STATE ETHICS COMMISSION
February 13, 2020**

I. Call to Order

A regular meeting of the State Ethics Commission (“Commission”) was called to order at 10:00 a.m. Commission members present included Katherine Noel, Chairperson; Corinne Finnerty; and Rafael Sanchez. Staff present included Lori Torres, Inspector General; Jennifer Cooper, State Ethics Director; Tiffany Mulligan, Chief Legal Counsel, Office of Inspector General; Luba Gore, Staff Attorney, Office of Inspector General; and Nathan Baker, Legal Assistant, Office of Inspector General.

Others present were Kathy Mills, Ethics Officer, Indiana Department of Environmental Management; Shane Hatchett, Chief of Staff, Indiana State Department of Health; Kimberly Jasper, Registered Nurse, Indiana Veterans’ Home; Joy Grow Chief Counsel and Ethics Officer (via telephone); Deana Smith, Ethics Officer, Indiana State Department of Health; Latosha M. Higgins, Managing Attorney & Ethics Officer, Family and Social Services Administration; Julie Reynolds, Director of Strategic Initiatives, Family and Social Services Administration; Cathleen Nine-Altevogt, Regulatory and Compliance Director and Adult Protective Services Director; Family and Social Services Administration; Dr. Lindsay Weaver, Chief Medical Officer, Indiana State Department of Health; Beth Green, General Counsel & Ethics Officer, Department of Workforce Development; Mattheus Mitchel, Compliance and Ethics Specialist, Indiana Department of Revenue; Tamera Glickman, Deputy General Counsel, Indiana Department of Administration; and, Amber Nicole Ying, Special Counsel/Director of Compliance and Ethics, Indiana Department of Revenue.

II. Adoption of Agenda and Approval of Minutes

Commissioner Finnerty moved to adopt the Agenda and Commissioner Sanchez seconded the motion which passed (3-0).

Commissioner Sanchez moved to approve the Minutes of the December 12, 2019 Commission Meeting and Commissioner Finnerty seconded the motion which passed (3-0).

III. Inspector General’s Report

Inspector General Lori Torres presented a report on the fourth quarter and year end of 2019. 103 Informal Advisory Opinions were issued in Q4 (compared to 74 issued in Q3 and 83 in Q4 of 2018). There were 83 requests for investigations in Q4 and 323 total for 2019 (compared to 61 in Q3, 73 in Q4 of 2018, and 341 total in 2018). Fifteen (15) new investigations were opened by OIG in Q4 and 55 total opened in 2019 (compared to 7 in Q3, 16 in Q4 2018, and 65 total in 2018).

Eight (8) investigations were closed by OIG in Q4 with 51 total in 2019 (compared to 15 in Q3, 15 in Q4 2018, and 52 total in 2018). 40 of 51 closed case reports are published on the website.

Regarding KPI's for Q4:

- KPI #1 - Number of informal advisory opinions (“IAO”s) requested:
Q4: 115
2019: 356 [includes withdrawn and no jurisdiction]
- KPI #2 - Average number of business days to provide an IAO:
Q4: 1.087
2019: 1.15
- KPI #3 - Number of recommendations made to reduce waste, inefficiency, fraud and improve integrity:
Q4: 7 recommendations in 1 confidential and 4 public reports.
2019: 41 recommendations in 20 reports.

IG Torres reported that the State Ethics Commission held 11 meetings in 2019:

- 8 Post-Employment Waivers heard and approved
- 18 Formal Advisory Opinions issued
- 2 formal complaints filed by the IG with the Commission
 - 2 resolved by settlement and received final commission approval
 - 2 settlement agreements on 2018 complaints received final approval by the Commission in 2019
- 1 policy approved, specifically a Limited Use of State Property Policy

Additionally, Ms. Torres introduced and welcomed Rafael Sanchez as the most recent Commissioner appointed to the State Ethics Commission by Governor Holcomb.

IV. Request for Formal Advisory Opinion

2020-FAO-001

Kim Jasper, Nursing Supervisor

Joy Grow, Chief Counsel and Ethics Officer

Indiana Veterans' Home

Joy Grow serves as Chief Counsel and Ethics Officer for the Indiana Veterans' Home (IVH). She is requesting a Formal Advisory Opinion on behalf of IVH employee Kim Jasper related to an outside employment opportunity with an IVH contractor.

Ms. Jasper works as a night shift nursing supervisor for IVH, and she works from 6:00 p.m. to 6:00 a.m. Ms. Jasper is interested in an outside employment position with Greater Lafayette Career Academy (GLCA). GLCA offers a Certified Nursing Assistant (CNA) course. GLCA plans to enter into a zero dollar contract with IVH that allows GLCA to offer clinical hours to its CNA students at IVH. By entering into this contract with GLCA, IVH hopes to recruit CNAs from GLCA's program once they receive their certification. GLCA employs its own instructors,

and IVH lets GLCA use IVH's facility (space and equipment). The students complete clinical training at the IVH facility from 12:00 to 12:30 p.m., Monday through Friday.

Ms. Jasper would like to work for GLCA, supervising the CNA students as they complete their clinical training at IVH. Ms. Jasper would not be working as an IVH employee when working for GLCA at the IVH facility. Ms. Jasper does not participate in any matters as an IVH employee that would impact GLCA. She also does not have contracting authority for IVH.

Ms. Grow is concerned that Ms. Jasper would likely be disclosing confidential information if she took the job with GLCA as she would have to share patient information that is confidential and protected under HIPAA. Ms. Grow notes that any GLCA employee supervising the students would need and have access to relevant patient information.

Ms. Grow requested an Informal Advisory Opinion from the Office of Inspector General (OIG) on December 16, 2019. The Informal Advisory Opinion issued to Ms. Grow recommended that IVH request a Formal Advisory Opinion from the Commission regarding whether Ms. Jasper's outside employment opportunity with GLCA would create any conflicts of interests for her under the Code.

The analysis stated the following:

A. Outside employment

An outside employment or professional activity opportunity creates a conflict of interests under IC 4-2-6-5.5(a) if it results in the employee: (1) receiving compensation of substantial value when the responsibilities of the employment are inherently incompatible with the responsibilities of public office or require the employee's recusal from matters so central or critical to the performance of his or her official duties that his or her ability to perform them would be materially impaired; (2) disclosing confidential information that was gained in the course of state employment; or (3) using or attempting to use his or her official position to secure unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals outside state government.

A written advisory opinion issued by the Commission stating that an individual's outside employment does not violate subsection (a)(1) or (a)(2) is conclusive proof that the individual's outside employment does not violate subsection (a)(1) or (a)(2).

The Commission generally defers to an agency's Ethics Officer regarding outside employment opportunities since it views him or her as being in the best position to determine whether a conflict of interests might exist between an employee's state duties and an outside employment opportunity.

Based on the information Ms. Grow provided, IVH does not believe that the responsibilities of serving as a clinical supervisor for GLCA would be inherently incompatible with Ms. Jasper's IVH responsibilities or require her to recuse herself from any matters that are critical to her role as a late night nurse supervisor.

Ms. Grow pointed out that Ms. Jasper would have to share confidential information, specifically IVH patient medical information, with the students she plans to supervise; however, any clinical supervisor GLCA hires for this role would have access to and would share the same confidential information with the students in this program.

The Commission finds that subsection (2) would not prohibit Ms. Jasper from being able to work as a clinical supervisor for the students in the CNA program through GLCA in addition to her IVH role.

The Commission confirmed that Ms. Jasper understands that she must not use or attempt to use her IVH position to secure unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals outside of state employment.

Based on all of the information provided, the Commission finds that Ms. Jasper's outside employment opportunity as a clinical supervisor with GLCA would not violate IC 4-2-6-5.5.

B. Conflict of interests-decisions and votes

IC 4-2-6-9 (a)(1) prohibits Ms. Jasper from participating in any decision or vote, or matter relating to that decision or vote, if she has a financial interest in the outcome of the matter. Similarly, IC 4-2-6-9(a)(3) prohibits Ms. Jasper from participating in any decision or vote, or matter relating to that decision or vote, if a business organization in which she is serving as an officer, a director, a member, a trustee, a partner or an employee has a financial interest in the matter.

The Code defines "financial interest" in IC 4-2-6-1(a)(11) to include "an interest . . . in a purchase, sale, lease, contract, option, or other transaction between an agency and any person; or . . . involving property or services. . ."

A potential conflict of interests would arise for Ms. Jasper if she participates in any matter related to a decision/vote in which GLCA has a financial interest. This restriction goes beyond the actual decision/vote and prohibits her participation in any matter related to the decision/vote.

Ms. Grow provides that Ms. Jasper's IVH position does not include participation in any matters in which GLCA would have a financial interest in the outcome. Accordingly, Ms. Grow and Ms. Jasper have not identified a potential conflict of interests at this time.

The Commission finds that Ms. Jasper does not have an identified potential conflict of interests at this time. If Ms. Jasper's circumstances change and a potential conflict of interests is identified in the future, she must follow the disclosure requirements in IC 4-2-6-9(b), including notifying IVH's appointing authority and seeking an advisory opinion from or filing a written disclosure statement with the Commission.

C. Conflict of interests – contracts

Pursuant to IC 4-2-6-10.5, a state employee may not knowingly have a financial interest in a contract made by any state agency. The Code defines “financial interest” to include an interest arising from employment. The Commission has interpreted this rule to apply when a state employee derives compensation from a contract between a state agency and a third party. This prohibition however does not apply to an employee that does not participate in or have contracting responsibility for the contracting agency, provided certain statutory criteria are met.

IVH plans to enter into a contract with GLCA, but it will be a zero dollar contract. Under this contract, IVH will provide its facilities for GLCA’s CNA students to obtain clinical hours/experience in exchange for the opportunity to recruit these students to work for IVH as CNAs in the future.

The Commission finds that Ms. Jasper would likely have a financial interest in this contract, as her outside position with GLCA would not be possible without this agreement between IVH and GLCA.

Ms. Grow provides that Ms. Jasper has no contracting authority for the agency. Accordingly, the exception to this rule would apply to Ms. Jasper as long as she complies with the disclosure requirements in IC 4-2-6-10.5(b) and (c). In order to do so, Ms. Jasper must file the Conflict of Interests-Contracts Ethics Disclosure form with the OIG *before* the contract is executed. Ms. Grow provided that the contract is still in development and has not yet been executed.

Accordingly, the Commission finds that Ms. Jasper meets the requirements for the exception under this rule as long as she files a completed Conflict of Interests – Contract Ethics Disclosure form with the OIG prior to the execution of the contract between GLCA and IVH.

D. Confidential information

Ms. Jasper is prohibited under 42 IAC 1-5-10 and 42 IAC 1-5-11 from benefitting from, permitting any other person to benefit from or divulging information of a confidential nature except as permitted or required by law. Similarly, IC 4-2-6-6 prohibits Ms. Jasper from accepting any compensation from any employment, transaction or investment that is entered into or made as a result of material information of a confidential nature. The term “person” is defined in IC 4-2-6-1(a)(13) to encompass both an individual and a corporation. In addition, the definition of “information of a confidential nature” is set forth in IC 4-2-6-1(a)(12).

In this case, it does not appear that Ms. Jasper is accepting compensation from GLCA because of any IVH confidential information. Ms. Jasper would likely need to share confidential information, in the form of medical records, with the students she is supervising. The Commission noted that any supervisor serving in this position with GLCA would need to share this information, and determined that this rule would not prohibit Ms. Jasper from sharing such information with her students.

E. Use of state property and Ghost employment

IC 4-2-6-17 prohibits Ms. Jasper from using state property for any purpose other than for official state business unless the use is expressly permitted by a general written agency, departmental or institutional policy or regulation. Likewise, 42 IAC 1-5-13 prohibits Ms. Jasper from engaging in, or directing others to engage in, work other than the performance of official duties during working hours, except as permitted by general written agency, departmental or institutional policy or regulation.

The shifts Ms. Jasper would work for her IVH position and the GLCA position would be different; however, Ms. Jasper must still ensure that she is not working on any GLCA-related work during her normal IVH shifts.

In terms of the prohibition on the use of state property, the facility she would be working in (and all of the equipment, supplies, etc., that she and the students would use) is state property. The Commission determined that such use of state property is for official state business due to the contract between IVH and GLCA to have CNA students train at the facility.

Commissioner Finnerty moved to approve the Commission's findings, and Commissioner Sanchez seconded the motion which passed (3-0).

V. Request for Formal Advisory Opinion

2020-FAO-002

Julie Reynolds, Director of Strategic Initiatives

Latosha Higgins, Managing Attorney and Ethics Officer

Family and Social Services Administration

Commissioner Noel moved that the Commission decline to issue an opinion upon learning that the request involved past conduct. Commissioner Sanchez seconded the motion which passed (3-0).

VI. Request for Formal Advisory Opinion

2020-FAO-003

Cathleen Nine-Altevogt, Regulatory and Compliance Director and
Adult Protective Services Director

Latosha Higgins, Managing Attorney and Ethics Officer

Family and Social Services Administration

Latosha Higgins serves as Managing Attorney and Ethics Officer for the Indiana Family and Social Services Administration (FSSA). She is requesting a Formal Advisory Opinion on behalf of Cathleen Nine-Altevogt, an FSSA employee, regarding acceptance of a contest prize awarded by an FSSA grantee.

Ms. Nine-Altevogt is the Regulatory and Compliance Director and Adult Protective Services (APS) Director for FSSA's Division of Aging. Her duties include overseeing the APS state

program and ensuring division-wide compliance with federal and state legislation, rules and guidance. Ms. Nine-Altevogt does not have any contracting authority for FSSA.

In September 2019, Ms. Nine-Altevogt entered into the Infant and Toddler Access Challenge (Challenge), a public contest sponsored by Early Learning Indiana (ELI) that called for individuals to submit their ideas for improving Indiana's infant and toddler care shortage. She entered the Challenge because of her personal interest in the issue as a new mother. She did so on her own time using her own resources. Ms. Nine-Altevogt did not identify herself as a state employee when she entered the Challenge. She admits that some of her ideas were shaped by her work experience at the Division of Aging; however, the idea that she submitted for the Challenge was not based on confidential information. She submitted a suggestion that daycare providers could consider locations in assisted living or retirement communities because these communities might find co-locating to be a selling point for potential residents, and the daycare providers could have a built in potential workforce.

ELI is a child care provider that operates nine child care centers licensed and regulated by the FSSA Division of Family Resources, Bureau of Child Care (Bureau). Additionally, ELI currently has a total of 10 active agreements with FSSA. The Challenge was supported by a grant awarded to ELI. This grant is contract number 29002, a Preschool Development Grant, which is funded by the Bureau. Under this grant agreement, ELI oversees the Service Deliverable Area Agencies and provides training and technical support. Additionally, ELI provides support for community outreach and the Paths to Quality Program under the grant.

ELI was not aware that Ms. Nine-Altevogt was a FSSA employee until after they notified her that she had won a \$5,000 cash prize for her entry into the Challenge. Ms. Nine-Altevogt learned that she won one of the contest Challenge prizes on November 18, 2019. To date, Ms. Nine-Altevogt has not accepted the prize nor has she completed any of the forms ELI requested that she sign to claim her prize. Ms. Nine-Altevogt notified Ms. Higgins of the award on December 2, 2019. After discussing the potential conflict of interests and seeking an informal advisory opinion, Ms. Nine-Altevogt decided to request a formal advisory opinion to determine whether she could keep the prize if she obtained a gift waiver.

As a condition of receiving the \$5,000 cash prize, Ms. Nine-Altevogt would be required to execute an Infant and Toddler Access Challenge- Preschool Development Grant – Recipient Agreement (“Agreement”). The Agreement would require her to relinquish all of her rights to the idea she submitted to ELI and the State of Indiana. Additionally, she would be required to provide copies of all documents, assets and other documented intellectual property prior to the awarding of the cash prize. She would also be required to agree to participate in a discovery session, not to exceed one hour.

Ms. Nine-Altevogt was one of five winners selected. According to Natalie Brake, the Director of Capacity Building at ELI, a team of five ELI staff members evaluated the Challenge submissions. Per Ms. Brake, after the staff completed their evaluations, they submitted their recommendations to ELI leadership, who approved the awards. Neither FSSA nor Ms. Nine-Altevogt were involved in or consulted regarding the evaluation of the Challenge submissions or awarding of the prizes.

Ms. Nine-Altevogt knows that she is required to comply with the ethics laws regarding confidentiality and that she is prohibited from divulging confidential information if she is permitted to enter into an agreement with ELI and accept the prize.

The analysis stated the following:

Pursuant to IC 4-2-6-10.5, a state employee may not knowingly have a financial interest in a contract made by any state agency. The Code defines “financial interest” to include an interest arising from employment. The Commission has interpreted this rule to apply when a state employee derives compensation from a contract between a state agency and a third party. The Code defines “compensation” as “any money, thing of value or financial benefit conferred on, or received by, any person in return for services rendered or for services to be rendered.” This prohibition however does not apply to an employee that (1) does not participate in or have official contracting responsibility for the contracting agency and (2) files a disclosure form with the OIG *prior* to the contract’s execution.

The Bureau licenses and regulates ELI , and ELI was awarded FSSA’s Preschool Development Grant. ELI used FSSA’s Preschool Development Grant to fund the Challenge prize.

The Commission finds that the Challenge prize is compensation derived from the grant/contract between FSSA and ELI, and IC 4-2-6-10.5 would prohibit Ms. Nine-Altevogt from receiving the Challenge prize as compensation derived from the grant/contract between FSSA and ELI unless she (1) does not participate in or have contracting responsibilities for the contracting agency (FSSA); and (2) files a written disclosure with the OIG before the grant/contract is executed.

Based on the information provided, Ms. Nine-Altevogt does not have any contracting authority for FSSA and she was not involved in any way with FSSA’s award of the grant to ELI because it was done through another Division of FSSA and not the Division of Aging, where she is employed. As a result, she would be able to meet the requirements of subsection (1) of the exception to IC 4-2-6-10.5 because she does not participate in or have contracting responsibilities for FSSA; however, she would be unable to meet the requirements of subsection (2) of the exception to IC 4-2-6-10.5 because it requires her to file a written disclosure form with the OIG before the grant/contract is executed between the third party and the state agency and this grant/contract has already been executed.

Accordingly, the Commission finds Ms. Nine-Altevogt would have a financial interest in a state contract if she accepted the prize; such a financial interest is prohibited.

Commissioner Finnerty moved to approve the Commission’s findings, and Commissioner Sanchez seconded the motion which passed (3-0).

VII. Request for Formal Advisory Opinion

2020-FAO-004

Dr. Lindsay Weaver, Chief Medical Officer

Deana Smith, Ethics Officer

Indiana State Department of Health

Deana Smith is the Ethics Officer for the Indiana State Department of Health (ISDH). She seeks an opinion from the Commission on behalf of Dr. Lindsey Weaver, the new Chief Medical Officer for ISDH.

The Chief Medical Officer position is a clinical executive position that reports to the State Health Commissioner. The Chief Medical Officer's primary role is to provide the Commissioner, executive team and divisions with medical guidance, support and advocacy of agency initiatives based on best medical practices. As the Chief Medical Officer, Dr. Weaver will provide medical oversight, expertise and leadership to projects and operations within ISDH, including policy advising and program planning. Her duties will not include any contract administration, rulemaking or regulatory or compliance role.

Dr. Weaver has previously served as an assistant professor of clinical emergency medicine at the Indiana University School of Medicine and practiced emergency medicine at Methodist Hospital in Indianapolis. She is board certified in both emergency medicine and hospice and palliative care medicine.

Dr. Weaver would like to maintain (1) her outside employment with Indiana University (IU) Health Physicians as a supplemental or contract physician working at Methodist Hospital; (2) her appointment as a volunteer assistant professor at IU School of Medicine; and (3) a non-voting position as a member of the Indiana American College of Emergency Medicine Physicians, while employed as the Chief Medical Officer for ISDH. Each of these outside activities is explained in more detail below.

1. IU Health Physicians

Dr. Weaver would like to continue to work one shift per week in the emergency department at Methodist Hospital. Dr. Weaver believes that it is important for her to continue working in the emergency room to maintain her skills through patient contact because it will aid her in her performance as Chief Medical Officer for ISDH.

Dr. Weaver's medical malpractice insurance will be paid by IU Health Physicians as that is their standard practice. Dr. Weaver will pay her own licensing fees and certifications. Dr. Weaver will not serve in a supervisory or leadership role with Methodist Hospital or IU Health Physicians. Rather, she will serve as an independent contractor to Methodist Hospital through IU Health Physicians. She will not charge patients nor will she bill insurance. She will be paid by IU Health Physicians on an hourly basis.

IU Health Physicians is affiliated with IU Health, and ISDH's various divisions have six active contracts with IU Health, IU and related entities. The contracts are at the division level in ISDH, and the division directors are the owners of these contracts. Dr. Weaver, as Chief Medical Officer, would not be in a position to negotiate or sign these contracts. According to Dr. Weaver, to avoid a potential conflict under IC 35-44.1-1-4, IU Health Physicians will not use funds from these ISDH contracts to pay her; her fees will be paid from general patient revenue. Given that

Dr. Weaver has no leadership role with IU Health Physicians or IU Health and that she would only be staffing the emergency room once per week, this should ensure that there is not even an appearance that she is deriving a profit from or has a pecuniary interest in any of the IU Health contracts with the State.

Further, in her role at ISDH, Dr. Weaver would not be in a position to make regulatory, compliance or other decisions regarding specific providers. Any direction she would provide regarding protocols, policies or procedures that might impact external stakeholders would apply to all clinical specialists, hospital administrators and any other providers uniformly; therefore, it is unlikely Dr. Weaver would make a decision that would have a unique impact on Methodist Hospital, IU Health Physicians, IU Health or their related entities. If the situation presented itself, ISDH would screen Dr. Weaver from participating in any such decision by having the Commissioner delegate full authority to another employee to handle such matters independently.

2. IU School of Medicine

Dr. Weaver would also like to continue with her appointment at the IU School of Medicine as a volunteer faculty member while employed by ISDH. Dr. Weaver is an assistant professor of clinical emergency medicine and would not be compensated in this position or be required to participate in any of the other duties expected of assistant professors; however, she will be required to continue to abide by the professional standards of the medical school to remain a faculty member in good standing.

3. Indiana Chapter of the American College of Emergency Medicine Physicians

Dr. Weaver would like to hold a non-voting position as a member of the Indiana Chapter of the American College of Emergency Medicine Physicians (the Association) while employed as the Chief Medical Officer for ISDH. She formerly held a voting position with the Indiana Chapter but relinquished it upon acceptance of state employment. The Association serves as the primary source for continuing medical education for emergency medical physicians across the State. Dr. Weaver will not participate in any of the Association's legislative or policy efforts. Her role as a non-voting member would be limited to hearing the issues that emergency medical physicians are encountering across the State and letting the other members know what the ISDH is currently working on at any given time.

Ms. Smith is requesting a Formal Advisory Opinion from the Commission addressing whether Dr. Weaver would have any conflicts of interests under the Indiana Code of Ethics if she were to engage in all three of these outside employment/professional activities while serving as the Chief Medical Officer for ISDH.

Dr. Weaver understands and agrees that she may not use state time to work at Methodist Hospital or engage in any of her outside professional activities. Additionally, she is confident that she will meet the 37.5 hour work-week requirement while also working a clinical shift each week.

The analysis stated the following:

A. Outside employment

An outside employment or professional activity opportunity creates a conflict of interests under IC 4-2-6-5.5 if it results in the employee: 1) receiving compensation of substantial value when the responsibilities of the employment are inherently incompatible with the responsibilities of public office or require the employee's recusal from matters so central or critical to the performance of her official duties that her ability to perform them would be materially impaired; 2) disclosing confidential information that was gained in the course of state employment; or 3) using or attempting to use her official position to secure unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals outside state government.

A written advisory opinion issued by the Commission stating that an individual's outside employment does not violate subsection (a)(1) or (a)(2) is conclusive proof that the individual's outside employment does not violate subsection (a)(1) or (a)(2).

The Commission generally defers to an agency's ethics officer regarding outside employment opportunities as these individuals are in a better position to determine whether a conflict of interests might exist between an employee's state duties and an outside employment/professional activity opportunity. Ms. Smith provides that ISDH supports Dr. Weaver's outside employment, and she does not believe any of Dr. Weaver's activities for her outside employers would create a conflict of interests for her under IC 4-2-6-5.5.

Based on the information provided, the Commission finds that Dr. Weaver's employment with Methodist Hospital/IU Physicians would not create a conflict of interests under this rule. Specifically, Dr. Weaver would work one shift per week in the emergency department at Methodist Hospital. Dr. Weaver will not serve in a supervisory or leadership role with Methodist Hospital or IU Health Physicians. She will serve as an independent contractor to Methodist Hospital through IU Health Physicians, and she will be paid by IU Health Physicians (through patient funds, not any state contract) on an hourly basis.

According to Ms. Smith, Dr. Weaver's responsibilities in treating patients during the weekly shift would not conflict with her responsibilities as the Chief Medical Officer at ISDH nor require her to recuse herself from matters that are critical to the performance of her duties as Chief Medical Officer.

Dr. Weaver's other outside employment/professional activities would not provide her with compensation of substantial value, thus IC 4-2-6-5.5(a) does not apply.

The Commission confirmed that Dr. Weaver would not have to disclose confidential information to which she may have access by virtue of her state employment in her work for any of the entities. Similarly, nothing in the information presented suggests that she would use or attempt to use her state position for any unwarranted privileges or exemptions. Dr. Weaver was already employed in or held these outside positions prior to becoming the Chief Medical Officer for ISDH.

Accordingly, based on all of the information provided, the Commission finds that Dr. Weaver's outside employment/professional activities would not violate IC 4-2-6-5.5.

B. Conflict of interests-decisions and votes

IC 4-2-6-9 (a)(1) prohibits Dr. Weaver from participating in any decision or vote, or matter relating to that decision or vote, if she has a financial interest in the outcome of the matter. Similarly, IC 4-2-6-9(a)(3) prohibits Dr. Weaver from participating in any decision or vote, or matter relating to that decision or vote, if a business organization in which she is serving as an officer, a director, a member, a trustee, a partner or an employee has a financial interest in the matter.

Accordingly, Dr. Weaver would have a potential conflict of interests if she participates in decisions or votes, or matters related to such decisions or votes, in which she or any of the organizations listed above have a financial interest in the outcome of the matter. Ms. Smith provides that Dr. Weaver, as Chief Medical Officer, would not be in a position to be involved in the six contracts in place between IU Health, IU and related entities. These contracts are owned by ISDH division directors, and the Chief Medical Officer does not negotiate, sign or administer such contracts.

Ms. Smith provides that Dr. Weaver is not in a position to make decisions regarding specific providers, and any direction she would provide ISDH regarding protocols, policies or procedures that might affect clinical specialists, hospital administrators and other providers would apply to all such stakeholders uniformly. Ms. Smith does not anticipate that Dr. Weaver would ever be in a position, as Chief Medical Officer, to participate in a decision or vote in which Methodist Hospital, IU Health Physicians, IU Health, IU School of Medicine or the Association would have a financial interest in the outcome.

Ms. Smith provides that if Dr. Weaver ever was in a position to participate in decisions or votes, or matters related to such decisions and votes, in which any of her outside employers had a financial interest in the outcome, ISDH would screen Dr. Weaver from participating in any such matters. The ISDH Commissioner would delegate full authority to another ISDH employee to handle such matters independently.

The Commission finds that Dr. Weaver does not have a potential conflict of interests under this rule at this time. If this should change, and Dr. Weaver identifies a potential conflict of interests, mere recusal or the internal reassignment of duties is not enough to satisfy the statutory requirements under this rule. IC 4-2-6-9(b) provides that a state employee who identifies a potential conflict of interests shall notify the person's appointing authority and seek an advisory opinion from the Commission or file a written disclosure statement with the OIG. Accordingly, if a potential conflict of interests arises for Dr. Weaver, she will need to ensure she meets the disclosure and notification requirements so as to avoid violating this rule.

C. Conflict of interests – contracts

Pursuant to IC 4-2-6-10.5, a state employee may not knowingly have a financial interest in a contract made by an agency. The Code defines “financial interest” to include an interest arising from employment. The Commission has interpreted this rule to apply when a state employee derives compensation from a contract between a state agency and a third party. This prohibition however does not apply to an employee that does not participate in or have contracting responsibility for any of the activities of the contracting agency, provided certain statutory criteria are met.

Ms. Smith provides that Dr. Weaver does not have authority to negotiate or sign contracts on behalf of ISDH. Ms. Smith further provides that Dr. Weaver has confirmed that she would not receive compensation from any ISDH contracts or grants for any of her outside positions. She would be paid hourly by IU Health Physicians for her weekly shift at Methodist Hospital, and she would be paid through patient funds, not any state contract. She will not be compensated for her other outside activities.

Accordingly, the Commission finds that Dr. Weaver would not have a financial interest in a state contract.

D. Confidential information

Dr. Weaver is prohibited under 42 IAC 1-5-10 and 42 IAC 1-5-11 from benefitting from, permitting any other person to benefit from or divulging information of a confidential nature except as permitted or required by law. Similarly, IC 4-2-6-6 prohibits Dr. Weaver from accepting any compensation from any employment, transaction or investment which is entered into or made as a result of material information of a confidential nature. The term “person” is defined in IC 4-2-6-1(a)(13) to encompass both an individual and a corporation. In addition, the definition of “information of a confidential nature” is set forth in IC 4-2-6-1(a)(12).

To the extent Dr. Weaver is exposed to or has access to such confidential information in her position as the ISDH Chief Medical Officer, she would be prohibited not only from divulging that information but from ever using it to benefit any person, including her outside employers in any manner.

E. Use of state property and Ghost employment

IC 4-2-6-17 prohibits Dr. Weaver from using state property for any purpose other than for official state business unless the use is expressly permitted by a general written agency, departmental or institutional policy or regulation. Likewise, 42 IAC 1-5-13 prohibits Dr. Weaver from engaging in, or directing others to engage in, work other than the performance of official duties during working hours, except as permitted by general written agency, departmental or institutional policy or regulation.

To the extent that Dr. Weaver observes these provisions, her outside professional activities would not violate these ethics laws.

Commissioner Finnerty moved to approve the Commission's findings, and Commissioner Sanchez seconded the motion which passed (3-0).

VIII. Director's Report

State Ethics Director, Jen Cooper, stated that since the last Commission meeting, the Office of Inspector General had issued 58 informal advisory opinions on the subjects of post-employment restrictions, conflicts of interests, outside employment, and gifts.

She further advised the deadline for the Annual Financial Disclosure Statement period was ending and that only 6 required filers had yet to submit their Disclosure Statement.

IX. Adjournment

Commissioner Sanchez moved to adjourn the public meeting of the State Ethics Commission and Commissioner Finnerty seconded the motion, which passed (3-0).

The public meeting adjourned at 10:47 a.m.



STATE OF INDIANA
Department of Correction

Indiana Government Center—South

Eric J. Holcomb
Governor

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Robert E. Carter Jr.
Commissioner

IC 4-2-6-11 Post-employment waiver

As the Appointing Authority of the Indiana Department of Correction, I am filing this waiver of the application of the Code of Ethics' post-employment restriction as it applies to Monica Gipson in his/her post-employment with Wexford Health of Indiana.

I understand that I must file and present this waiver to the State Ethics Commission at their next available meeting. I further understand that this waiver is not final until approved by the State Ethics Commission.

A. This waiver is provided pursuant to IC 4-2-6-11(g) and specifically waives the application of *(Please indicate the specific restriction in 42 IAC 1-5-14 (IC 4-2-6-11) you are waiving):*

IC 4-2-6-11(b)(1): 365 day required "cooling off" period before serving as a lobbyist.

IC 4-2-6-11(b)(2): 365 day required "cooling off" period before receiving compensation from an employer for whom the state employee or special state appointee was engaged in the negotiation or administration of a contract and was in a position to make a discretionary decision affecting the outcome of such negotiation or administration.

IC 4-2-6-11(b)(3): 365 day required "cooling off" period before receiving compensation from an employer for which the former state employee or special state appointee made a directly applicable regulatory or licensing decision.

IC 4-2-6-11(c): Particular matter restriction prohibiting the former state employee or special state appointee from representing or assisting a person in a particular matter involving the state if the former state officer, employee, or special state appointee personally and substantially participated in the matter as a state worker. *(Please provide a brief description of the specific particular matter(s) to which this waiver applies below):*

B. IC 4-2-6-11(g)(2) requires that an agency's appointing authority, when authorizing a waiver of the application of the post-employment restrictions in IC 4-2-6-11(b)-(c), also include specific information supporting such authorization. Please provide the requested information in the following five (5) sections to fulfill this requirement.

1. Please explain whether the employee's prior job duties involved substantial decision-making authority over policies, rules, or contracts:

- a. Monica Gipson has been employed by IDOC as the Executive Director of Physical Health Services. In that role, Ms. Gipson's job duties require her to be actively involved in the administration of the contract between IDOC and the medical vendor, which has been Wexford of Indiana, LLC ("Wexford") since April 2017. This has included reviewing and revising procedures, protocols and standards of care related to physical health and dental health services. All decision-making authority over policies, rules, or contracts were at the sole discretion of IDOC's Chief Medical Officer ("CMO"), who was Ms. Gipson's direct supervisor.

Ms. Gipson's role requires her to gather, maintain and review information to ensure that the medical vendor's performance is within compliance and that the terms of the contract are being executed successfully at all IDOC facilities. In order to fulfill this requirement, Ms. Gipson has been required to collaborate with the CMO and Health Service Quality Assurance Managers ("QAMs") to develop and implement contract monitoring criteria. The guidelines for meeting performance measures were set by the Contract between IDOC and Wexford.

The RFP used in the 2015/2016 medical procurement process was primarily recast from a previous RFP developed prior to Ms. Gipson's participation. However, she did make edits to the RFP, which were approved by the Chief Medical Officer at the time. Ms. Gipson acted in an advisory role during the procurement, but was not a voting member of the procurement team that ultimately selected Wexford.

Ultimately, while Ms. Gipson's job duties with IDOC have involved substantial involvement with the medical contract, policies and rules, the substantial decision-making authority has always been vested solely in the CMO, or higher positions.

2. Please describe the nature of the duties to be performed by the employee for the prospective employer:

- a. Ms. Gipson wishes to accept a position as Health Services Administrator at the Indiana Department of Correction's Reception & Diagnostic Center (RDC). RDC is the IDOC's intake unit for adult male criminal offenders, and the first place they are transported to after being sentenced. While at RDC, inmates are assessed with respect to their security level, any gang affiliation, their risk of reoffending,

their treatment and rehabilitative programming needs, their health care needs, their educational requirements, and in several other ways, before being assigned and transported to the appropriate prison to serve out their ordered period of incarceration.

This position with Wexford is a site-specific position (as opposed to a corporate or regional position). Her duties would include overseeing all health care processes conducted for IDOC at the Reception & Diagnostic Center in Plainfield, including medical assessments and inmate testing for various diseases according to statute. This position would compensate Ms. Gipson at a rate lower than she receives from IDOC, but offers her a much shorter commute to work, the opportunity to work with some wonderful staff, and would require less statewide travel.

- 3. Please explain whether the prospective employment is likely to involve substantial contact with the employee's former agency and the extent to which any such contact is likely to involve matters where the agency has the discretion to make decisions based on the work product of the employee:**
 - a. This new position would have exclusive and ongoing contact with the Department of Correction. It would be providing on-site medical services congruent to that which she currently monitors. The services she would be providing at the facility would be subject to supervision and evaluation by others within the Agency.

- 4. Please explain whether the prospective employment may be beneficial to the state or the public, specifically stating how the intended employment is consistent with the public interest:**
 - a. Ms. Gipson's prospective employment will be significantly beneficial to the State of Indiana. Ms. Gipson's intended employment is consistent with the public interest of assuring that the State of Indiana is receiving the best possible services for which it has contracted. In Ms. Gipson's prospective role, her understanding of and demonstrated dedication to providing quality health services to offenders in the custody of IDOC will allow Ms. Gipson to provide hands-on guidance and oversight to providers in an IDOC facility. Ms. Gipson's former role with IDOC was an indirect, advisory position in relation to the actual execution of the services for which IDOC contracts with its medical vendor. In her anticipated employment, Ms. Gipson will benefit the public interest by directly advancing the quality and efficiency of care provided to offenders.

- 5. Please explain the extent of economic hardship to the employee if the request for a waiver is denied:**

There will not be an economic hardship to Ms. Gipson if the request for the waiver is denied. Her salary at IDOC is higher than the salary she would make with Wexford.

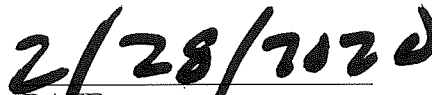
C. Signatures

1. Appointing authority/state officer of agency

By signing below I authorize the waiver of the above-specified post-employment restrictions pursuant to IC 4-2-6-11(g)(1)(A). In addition, I acknowledge that this waiver is limited to an employee or special state appointee who obtains the waiver before engaging in the conduct that would give rise to a violation.



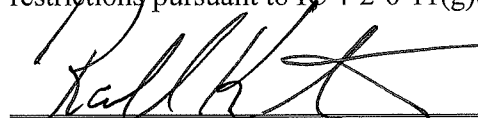
Rob Carter, Commissioner



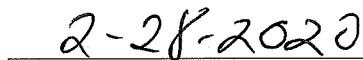
DATE

2. Ethics Officer of agency

By signing below I attest to the form of this waiver of the above-specified post-employment restrictions pursuant to IC 4-2-6-11(g)(1)(B).



Randy Koester



DATE

D. Approval by State Ethics Commission

FOR OFFICE USE ONLY

Approved by State Ethics Commission

Katherine Noel, Chair, State Ethics Commission

Date

Mail to:

Office of Inspector General
315 West Ohio Street, Room 104
Indianapolis, IN 46202

OR

Email scanned copy to: info@ig.in.gov

*Upon receipt you will be contacted with
details regarding the presentation of this
waiver to the State Ethics Commission.*

IC 4-2-6-11
Post-employment waiver

As the Appointing Authority of the Indiana Housing and Community Development Authority (IHCDA), I am filing this waiver of the application of the Code of Ethics' post-employment restriction as it applies to Joseph Dant in his post-employment discussions with Barnes & Thornburg LLP.

I understand the agency must file and present this waiver to the State Ethics Commission at their next available meeting. Our Ethics Officer, Kyleen Welling, is prepared to attend the next scheduled meeting to present this waiver. I further understand that this waiver is not final until approved by the State Ethics Commission.

- A. This waiver is provided pursuant to IC 4-2-6-11(g) and specifically waives the application of:

IC 4-2-6-11(b)(2): 365 day required "cooling off" period before receiving compensation from an employer for whom the state employee or special state appointee was engaged in the negotiation or administration of a contract and was in a position to make a discretionary decision affecting the outcome of such negotiation or administration.

- B. IC 4-2-6-11(g)(2) requires that an agency's appointing authority, when authorizing a waiver of the application of the post-employment restrictions in IC 4-2-6-11(b)-(c), also include specific information supporting such authorization. Please provide the requested information in the following five (5) sections to fulfill this requirement.

- (1) Please explain whether the employee's prior job duties involved substantial decision-making authority over policies, rules, or contracts:
- a. **Policies and Rules:** The employee serves as IHCDA's Director of Industry and Governmental Affairs. In that capacity Joseph provides consultation with departments within IHCDA on pending legislation, assists with drafting or proposing legislation when necessary, and assists agency staff with corresponding with state or federal elected officials' offices.



Joseph does not directly oversee any IHCDA programs or services, so does not typically have authority to propose policies or rules related to those offerings, but is often consulted on internal policies and procedures.

- b. **Contracts:** The IHCDA is a public body corporate and politic established by IC 5-20-1-3. The Authority is governed by a Board of Directors which consists of seven members and is chaired by the Lieutenant Governor. The Board of Directors has delegated certain authority to IHCDA's Executive Director to approve contracts.

IHCDA's Executive Director shares decision making on contracts with IHCDA's Executive Team which consists of the Executive Director, Deputy Executive Director/Chief Real Estate Development Officer, Chief of Staff/Chief Operating Officer, Chief Financial Officer and General Counsel.

Staff must first present their presiding Executive with the proposal for approval. If approved at that stage, the proposal is presented to the remaining Executive Team members and at least 2 of those members and the General Counsel must agree to and sign off on the approval of the contract.

IHCDA does follow a procurement policy similar to that promulgated by IDOA for state agencies, which requires public notice of opportunities to bid via RFPs depending on the estimated dollar amount of the contract.

IHCDA has an existing contract with Barnes & Thornburg for legislative monitoring services through its Government Services practice area. This contract was vetted through our normal approval process and signed off on by our Executive team. Joseph has been a point of contact on the contract and participated in weekly phone updates related to legislation pending in the Indiana Legislature which may be of interest to IHCDA. IHCDA's General Counsel is the main point of contact on the contract and conducted the negotiation of the original contract.

The position that Joseph would be taking is in a different division within Barnes & Thornburg (Business Development and Marketing) and was publicly posted on their website, LinkedIn, and other external recruitment sites. The position is not related to the current contract Barnes & Thornburg has with IHCDA.

- (2) Please describe the nature of the duties to be performed by the employee for the prospective employer:

The prospective employment opportunity is Business Development Manager for Barnes & Thornburg in their Indianapolis office. It is a non-attorney position which works with various business lines within Barnes & Thornburg to generate growth in assigned practice areas and geographic markets. Duties consist of research, analysis, collaborating with Communications department to create and update collateral materials and the website, and participating in conferences, networking events, etc.

- (3) Please explain whether the prospective employment is likely to involve substantial contact with the employee's former agency and the extent to which any such contact is likely to involve matters where the agency has the discretion to make decisions based on the work product of the employee:

The prospective employment is not likely to involve substantial contact with IHCDA. The largest source of interaction would likely be from IHCDA staff attending conferences or events where Joseph might also be in his new role.

- (4) Please explain whether the prospective employment may be beneficial to the state or the public, specifically stating how the intended employment is consistent with the public interest:

Not applicable.

- (5) Please explain the extent of economic hardship to the employee if the request for a waiver is denied:

Joseph is currently the sole income supporting his family, which includes a young son with special needs. The opportunity for increased income typically more available in the private sector is of great importance given the circumstances.

C. Signatures

1. Appointing Authority/state officer of agency

By signing below I authorize the waiver of the above specified post-employment restrictions pursuant to IC 4-2-6-11(g)(1)(A). In addition, I acknowledge that this waiver is limited to an employee or special state appointee who obtains the waiver before engaging in the conduct that would give rise to a violation.



J. Jacob Sipe, Executive Director

3-3-20

Date

2. Ethics Officer of agency

By signing below I attest to the form of this waiver of the above-specified post-employment restrictions pursuant to IC 4-2-6-11(g)(1)(B).



S. Kyleen Welling

3/3/2020

Date

D. Approval by State Ethics Commission

FOR OFFICE USE ONLY

Approved by State Ethics Commission

Katherine Noel, Chair, State Ethics Commission

Date

Mail to:

Office of Inspector General
315 West Ohio Street, Room 104
Indianapolis, IN 46202

OR

Email scanned copy to: info@ig.in.gov

*Upon receipt you will be contacted with
details regarding the presentation of this
waiver to the State Ethics Commission.*



March 3, 2020

Katherine Noel, Chairman
Indiana State Ethics Commission
315 W. Ohio Street, Room 104
Indianapolis, IN 46202

Dear Ms. Noel,

As the Executive Director of the Indiana Housing and Community Development Authority (IHCDA), I am writing to you to express my support and approval of the IHCDA waiver of post-employment restrictions for Joseph Dant as he seeks employment opportunities with Barnes & Thornburg LLP.

I regret that I am unable to attend in person to present the waiver and my support for Joseph in his future endeavors. Unfortunately, I will be unable to attend due to my attendance at a conference in Washington DC that week. However, I have asked IHCDA's Chief of Staff and Chief Operating Officer, Kyleen Welling, who also acts as our Ethics Officer, to attend the Commission meeting on my behalf. I understand that I.C. 4-2-6-11(g) requires the state appointing authority authorizing the waiver to present it to the Commission, and I greatly appreciate your granting my request for this alternative arrangement in advance of the March meeting.

I fully support and approve this waiver for Joseph, as his employment with Barnes & Thornburg LLP is a great opportunity for personal and professional growth for Joseph. He has been a tremendous asset to our agency and I wish him well in this new endeavor helping to grow and attract business for his new employer. Joseph's dedication and



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EQUAL OPPORTUNITY EMPLOYER AND HOUSING AGENCY

State of Indiana
Lieutenant Governor
Suzanne Crouch



support of his family are inspiring and his commitment to providing for them is admirable.
Again, the entire IHADA family wishes him the best.

Thank you for consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Sipe', written in a cursive style.

J. Jacob Sipe

Executive Director

Cc: Indiana Office of Inspector General

INDIANA STATE POLICE

INDIANA GOVERNMENT CENTER NORTH
100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46204-2259

www.IN.gov/isp

March 4, 2020

TO: Indiana Ethics Commission

FROM: Nila Miller-Cronk, Major
Commander, Office of Professional Standards

SUBJECT: Request for Formal Advisory Opinion

As the Department's Ethics Officer, on September 30, 2019, I requested a formal ethics advisory opinion from the Ethics Commission during the October 2019 meeting on behalf of Major Price, the Commander of the ISP Training Division and this meeting was held on October 10, 2019. The decision of the Ethics Commission at that meeting was to table this matter pending further information.

The initial request related to Major Price having the Department's approval for non-department employment to conduct his personal training and consulting business, the Price Consulting Group, LLC ("Price Consulting"). Through his business, he is associated with other trainers from across the country. For review, the Q6 is a leadership model and program developed by six individuals over the past eight years. The model is unique in its ability to diagnose a follower's performance state, then recommend the proper leadership response. The Q6 logo and materials have recently been copyright and trademark protected by the six authors. While most of the six authors instruct Q6 throughout the country under their own personal businesses, The Emerson Group L.L.C. was organized to provide a central organization through which to publish, order, and invoice Q6 materials. It is reported that none of them at this point make any money from The Emerson Group L.L.C. It is used only to track and recoup expenses for the materials. They have all agreed that any member can produce and distribute materials through his separate business and bypass The Emerson Group. However, any editing changes in the material must be approved by the group. The six authors/members are:

Danny L. Price – The Price Consulting Group L.L.C. and Indiana State Police
William Westfall – Gallagher-Westfall Group
Brian Crandall, Ed.D.
Eric Murray, Ed.D – Team Training Associates and Connecticut State Police
Dan Jewiss – Team Training Associates and Connecticut State Policer
William Humm – Light Heavy Industries

Indiana Ethics Commission
March 4, 2020
Page 2

The question is how Major Price can teach Q6 to ISP supervisors while purchasing the materials owned by The Emerson Group and not have a conflict of interest. After consulting with member Bill Westfall, he has offered to supply the ISP with the Q6 material free of cost. His business, Gallagher-Westfall Group has produced the Q6 Compass and is willing to allow any other Emerson Group member to obtain the material free of charge while working for their current organizations. So while Major Price is employed by the ISP and teaches the Q6 to ISP supervisors, ISP will not be charged for materials. Therefore, no money will be exchanged or a profit realized by Major Price when teaching the Q6 for the ISP. Also attached is a proposed screen that will show the Commission that ISP is ensuring Major Price does not participate in bidding process decisions relating to the Q6 supervisory program at ISP and who would make these decisions instead.

The Indiana State Police Department respectfully requests this matter to be included on the agenda at the next monthly Commission meeting which is scheduled for Thursday, March 12, 2020, for the purposes of reconsideration of rendering an ethics formal advisory opinion on this matter.

If you have any questions or need any additional information, please feel free to contact me at 317-232-8326 (office) or 317-694-7620 (cell).

Respectfully requested,



Nila Miller-Cronk
Major

Attachment

INDIANA STATE POLICE

INDIANA GOVERNMENT CENTER NORTH
100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46204-2259

www.IN.gov/isp

September 30, 2019

TO: Indiana Ethics Commission

FROM: Nila Miller-Cronk, Major
Commander, Office of Professional Standards

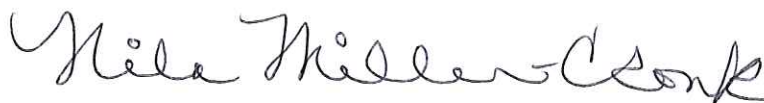
SUBJECT: Request for Formal Advisory Opinion

As the Department's Ethics Officer, on July 19, 2019, I requested an ethics informal advisory opinion through the Inspector General's Office on behalf of Major Price, a Commander in the ISP Training Section. This request relates to Major Price having the Department's approval for non-department employment to conduct his personal training and consulting business, the Price Consulting Group, LLC ("Price Consulting"). Through his business, he is associated with other trainers from across the country. Over the last eight years, Price Consulting has developed a model and training program called the Q6 Performance Leadership Model (Q6). Specifics of this request are contained in the complex Informal Advisory Opinion response prepared by Staff Attorney Heidi Adair, which is contained in the email attached to this request.

The Indiana State Police Department respectfully requests this matter to be included on the agenda for the next monthly Commission meeting which is scheduled for Thursday, October 10, 2019, for the purposes of rendering an ethics formal advisory opinion on this matter.

If you have any questions or need any additional information, please feel free to contact me at 317-232-8326 (office) or 317-694-7620 (cell).

Respectfully requested,



Nila Miller-Cronk
Major

Attachment

Miller-Cronk, Nila

From: Adair, Heidi
Sent: Friday, July 19, 2019 9:45 AM
To: Miller-Cronk, Nila
Subject: Ethics Informal Advisory Opinion; ISP, Price; Conflict of Interests

Nila,

Thank you for contacting our office as the Ethics Officer for the Indiana State Police (ISP) and for providing additional information. You have contacted us on behalf of Major Price, a Commander in the ISP Training Section. In this role, Major Price's responsibilities include: planning, development, and implementation of training programs for Department personnel; developing a training budget for the Department; and coordinating with other state, county, and local officials on training functions. Other duties include: setting standards of performance for the Recruit Training Schools, preparing and submitting annual training reports and fiscal reports of training funds, establishing division goals with input from Section Commanders, and serving as an instructor at Recruit and in-service training schools.

You provide that Major Price has no contracting authority for ISP; rather, his role is only to approve requested training to determine if the training complies with ISP's current training and practice. Once approved, it is sent to the Fiscal Division, which handles contractual matters and obtains payment authorization from Col. French, Lt. Col. Turner, or Lt. Col. Bilkey on behalf of the Superintendent.

I understand that ISP permits non-department employment for ISP personnel, subject to Department approval. You write that Major Price has the Department's approval for his personal training and consulting business, the Price Consulting Group, LLC ("Price Consulting"). Through his business, he is associated with other trainers from across the country. Over the last eight years, Price Consulting has developed a model and training program called the Q6 Performance Leadership Model (Q6). Major Price has trained a few agencies outside of Indiana through Price Consulting. He has also been providing Q6 training to ISP personnel while on duty. You provide that teaching Q6 to ISP personnel and to other Indiana law enforcement agencies is part of his official duties. You write that he has not received compensation for this beyond his ISP salary.

Major Price has advised you that the popularity of Q6 is increasing. Price Consulting has organized under the Emerson Group, LLC ("Emerson Group"). The Emerson Group only accepts revenue for licensing and production of Q6 materials. Thus far, when Major Price teaches Q6 for ISP, there is no charge for the materials; however, with the development of the Emerson Group, there will now be a fee for materials for each student. You write that Major Price personally will not receive any compensation for the materials purchased through the Emerson Group; rather, that money goes back into an account used for legal fees, material production, and administrative expenses managed by the Emerson Group.

You provide if the Department decides to continue to provide this training, ISP will need to buy the materials from the Emerson Group. You explain that while Major Price is a member of the Emerson Group through his personal business, he does not receive any payments from the group at this time. When teaching other police agencies in Indiana upon request, he teaches as a courtesy from ISP and receives nothing monetarily from the other agency. These other Indiana police agencies buy the material directly from the Emerson Group. When Major Price teaches Q6 at out-of-state police agencies, Major Price does so on his own time and receives compensation through his personal business.

I understand that you are requesting an informal advisory opinion on behalf of Major Price regarding potential ethical implications surrounding his involvement in Q6. First, as you know, our office cannot provide Major Price with advice on any past conduct. The advice provided in this opinion would apply to Major Price from this day forward, based on the information you have provided.

Regarding the Indiana Code of Ethics, this inquiry invokes consideration of several rules. I will discuss the implications of each in turn, and I include all relevant rules and definitions at the end of this opinion for your reference.

1. IC 4-2-6-9 – Conflicts of Interests; Decisions and Votes

First, Major Price should consider IC 4-2-6-9, which pertains to conflicts of interests; decisions and votes. This rule prohibits a state employee from participating in any decision or vote, or matter related to that decision or vote, if the employee has knowledge that certain persons may have a financial interest in the outcome of the matter, including a business organization in which the employee serves as an officer, a director, a member, a trustee, a partner, or an employee. In addition, the rule requires a state employee who recognizes a potential conflict of interests to notify his agency’s appointing authority and ethics officer in writing and either (1) seek a formal advisory opinion from the Commission or (2) file a written disclosure form with our office.

The Code defines “financial interest” in IC 4-2-6-1(a)(11) to include “an interest . . . in a purchase, sale, lease, contract, option, or other transaction between an agency and any person; or . . . involving property or services. . .”

A potential conflict of interests would arise for Major Price if he participates in any matter related to a decision/vote in which Price Consulting and/or the Emerson Group has a financial interest. This restriction goes beyond the actual decision/vote and prohibits his participation in any matter related to the decision/vote.

Based on the information you provided, it appears very likely that Major Price’s position as Commander of ISP’s Training Section requires him to make decisions or participate in matters related to decisions, of which Price Consulting and/or the Emerson Group would have a financial interest. You provide that if ISP decides to continue to provide Q6 training, ISP will need to buy the materials from the Emerson Group. Major Price’s business, Price Consulting, which developed Q6, has organized under the Emerson Group. The Emerson Group accepts revenue for licensing and production of Q6 materials. Although you say that Major Price will not personally receive any compensation for the materials purchased through the Emerson Group, it appears likely that he may be a member of the Emerson Group through Price Consulting, who developed Q6. Even if he is not considered a member of the Emerson Group, he is a member of Price Consulting, who may have a financial interest through its relationship with the Emerson Group.

As a result, a potential conflict of interests has been identified, and Major Price must follow the rule’s notification requirements prescribed in IC 4-2-6-9(b) to avoid violating this rule. The rule requires a state employee who recognizes a potential conflict of interests to notify his agency’s ethics officer and appointing authority in writing and either (1) seek a formal advisory opinion from the Commission; or (2) file a written disclosure form with our office.

In this case, because of the multiple rules this situation touches upon, we would recommend that Major Price seek a Formal Advisory Opinion from the Commission.

2. IC 4-2-6-10.5 – Conflicts of Interests; Contracts

Major Price should also consider IC 4-2-6-10.5, which prohibits a state employee from knowingly having a financial interest in a contract made by any state agency. The Code defines “financial interest” to include an interest arising from employment. The Commission has interpreted this rule to apply when a state employee derives compensation from a contract between any state agency and a third party. Please note that “compensation” is defined by the Code to include “a thing of value” and could include items other than money. This prohibition however does not apply to an employee that does not participate in or have official contracting responsibility for the contracting agency, provided certain statutory criteria are met.

You provide that Major Price has no contracting authority for the agency; rather, his role is only to approve requested training to determine if the training complies with ISP’s current training and practice. Once approved, the Fiscal Division handles the contractual matters. While it does not appear Major Price has “official contracting responsibility” for ISP, it is possible that he at least participates in some aspect of contracting when he approves the requested training and it is sent to the Fiscal Department who handles contractual matters.

The information you provided does not indicate whether the Emerson Group has, or will soon, have a contract with ISP or any state agency; although if ISP purchases Q6 training materials from the Emerson Group, this at least amounts to a business relationship as defined by the Code. Major Price should be aware of this rule and its disclosure requirements if it is determined that the Emerson Group has a contract with the State and if he receives compensation derived from such contract. Please feel free to contact our office if you have further questions regarding the application of this rule.

3. Additional Compensation (42 IAC 1-5-8)

The rule on additional compensation, found in 42 IAC 1-5-8, provides that a state employee shall not solicit or accept compensation for the performance of official duties other than provided for by law.

In your follow-up email, you confirm that teaching Q6 is part of Major Price’s official duties. Also, you provide that he accepts compensation for teaching Q6 at law enforcement agencies outside of Indiana; and if the training continues, ISP will need to purchase Q6 materials from the Emerson Group. Please note that pursuant to this rule, Major Price would be prohibited from accepting compensation (beyond his ISP salary) for teaching Q6 to Indiana law enforcement agencies.

4. Outside Employment/Professional Activity (IC 4-2-6-5.5)

IC 4-2-6-5.5 prohibits state employees from:

- (1) accepting other employment that would involve compensation of substantial value if the responsibilities of that employment are inherently incompatible with the responsibilities of public office or would require them to recuse themselves from matters so central or critical to the performance of their official duties that their ability to perform them would be materially impaired;
- (2) accepting other employment or engaging in professional activity that would require them to disclose confidential information that was gained in the course of state employment; or

- (3) using their official position to secure unwarranted privileges or exemptions that are of substantial value and not properly available to similarly situated individuals outside state government.

As previously mentioned, you write that Major Price is not receiving compensation beyond his ISP salary for teaching Q6 at ISP and other Indiana law enforcement agencies; however, he does receive compensation for teaching Q6 at agencies outside of Indiana. You explain that ISP may soon need to purchase Q6 materials from the Emerson Group. Because it is possible that Major Price may have a conflict of interests if he participates in decisions or votes regarding the Emerson Group, this could also implicate subsection (1) of the outside employment rule because it may require him to recuse himself from matters central or critical to the performance of his official duties.

As for subsection (2), Major Price would need to ensure that his involvement in Price Consulting and the Emerson Group would not require him to disclose confidential information gained in the course of his employment with ISP.

Finally, it is possible that Major Price could use, or at least appear to use, his official ISP position to secure unwarranted privileges or exemptions that are of substantial value and not properly available to similarly situated individuals outside state government. For example, because his official duties involve teaching Q6, it appears he is in a better position to promote his business and have access to various agencies and persons that may be interested in supporting or purchasing materials from the Emerson Group.

Additionally, please note that only the State Ethics Commission (Commission) can provide conclusive proof that an outside employment/professional activity is not in conflict with an employee's state duties. **Based on the information provided, we highly encourage Major Price to request a formal advisory opinion from this Commission on the question of whether his involvement with Price Consulting, Q6, and/or the Emerson Group and ISP's potential future payment to the Emerson Group for materials would violate any of the rules discussed in this opinion.** You can find instructions for submitting a request for a formal advisory opinion from the Commission on our website: <http://www.in.gov/ig/2334.htm>. Please let me know if you have any further questions about the formal advisory opinion process.

Thank you again for submitting your question to our office. Please note that this response does not constitute an official advisory opinion. Only the Commission may issue an official advisory opinion. This informal advisory opinion allows us to give you quick, written advice. The Commission will consider that an employee or former employee acted in good faith if it is determined that the individual committed a violation after receiving advice and the alleged violation was directly related to the advice rendered. Also, remember that the advice given is based on the facts as I understand them. If this e-mail misstates facts in a material way, or omits important information, please bring those inaccuracies to my attention.

Sincerely,

Heidi Adair
Office of Inspector General

Please take a few moments to provide feedback on your experience:
<https://www.surveymonkey.com/r/OIGInformals>. ***Thank you!***

IC 4-2-6-1 Definitions

Sec. 1. (a) As used in this chapter, and unless the context clearly denotes otherwise:

(7) "Compensation" means any money, thing of value, or financial benefit conferred on, or received by, any person in return for services rendered, or for services to be rendered, whether by that person or another.

(10) "Employer" means any person from whom a state officer or employee or the officer's or employee's spouse received compensation.

(11) "Financial interest" means an interest:

(A) in a purchase, sale, lease, contract, option, or other transaction between an agency and any person;

or

(B) involving property or services.

The term includes an interest arising from employment or prospective employment for which negotiations have begun. The term does not include an interest of a state officer or employee in the common stock of a corporation unless the combined holdings in the corporation of the state officer or the employee, that individual's spouse, and that individual's unemancipated children are more than one percent (1%) of the outstanding shares of the common stock of the corporation. The term does not include an interest that is not greater than the interest of the general public or any state officer or any state employee.

(12) "Information of a confidential nature" means information:

(A) obtained by reason of the position or office held; and

(B) which:

(i) a public agency is prohibited from disclosing under IC 5-14-3-4(a);

(ii) a public agency has the discretion not to disclose under IC 5-14-3-4(b) and that the agency has not disclosed; or

(iii) is not in a public record, but if it were, would be confidential.

(13) "Person" means any individual, proprietorship, partnership, unincorporated association, trust, business trust, group, limited liability company, or corporation, whether or not operated for profit, or a governmental agency or political subdivision.

42 IAC 1-5-8 Additional Compensation

Authority: IC 4-2-7-3; IC 4-2-7-5

Affected: IC 4-2-7

Sec. 8. A state officer, employee, or special state appointee shall not solicit or accept compensation for the performance of official duties other than provided for by law.

IC 4-2-6-5.5 Conflict of interest; advisory opinion by commission

Sec. 5.5. (a) A current state officer, employee, or special state appointee may not knowingly do any of the following:

- (1) Accept other employment involving compensation of substantial value if the responsibilities of that employment are inherently incompatible with the responsibilities of public office or require the individual's recusal from matters so central or critical to the performance of the individual's official duties that the individual's ability to perform those duties would be materially impaired.
- (2) Accept employment or engage in business or professional activity that would require the individual to disclose confidential information that was gained in the course of state employment.
- (3) Use or attempt to use the individual's official position to secure unwarranted privileges or exemptions that are:
 - (A) of substantial value; and
 - (B) not properly available to similarly situated individuals outside state government.

(b) A written advisory opinion issued by the commission stating that an individual's outside employment does not violate subsection (a)(1) or (a)(2) is conclusive proof that the individual's outside employment does not violate subsection (a)(1) or (a)(2).

IC 4-2-6-9 Conflict of economic interests; commission advisory opinions; disclosure statement; written determinations

Sec. 9. (a) A state officer, an employee, or a special state appointee may not participate in any decision or vote, or matter relating to that decision or vote, if the state officer, employee, or special state appointee has knowledge that any of the following has a financial interest in the outcome of the matter:

- (1) The state officer, employee, or special state appointee.
- (2) A member of the immediate family of the state officer, employee, or special state appointee.
- (3) A business organization in which the state officer, employee, or special state appointee is serving as an officer, a director, a member, a trustee, a partner, or an employee.
- (4) Any person or organization with whom the state officer, employee, or special state appointee is negotiating or has an arrangement concerning prospective employment.

(b) A state officer, an employee, or a special state appointee who identifies a potential conflict of interest shall notify the person's appointing authority and ethics officer in writing and do either of the following:

(1) Seek an advisory opinion from the commission by filing a written description detailing the nature and circumstances of the particular matter and making full disclosure of any related financial interest in the matter. The commission shall:

(A) with the approval of the appointing authority, assign the particular matter to another person and implement all necessary procedures to screen the state officer, employee, or special state appointee seeking an advisory opinion from involvement in the matter; or

(B) make a written determination that the interest is not so substantial that the commission considers it likely to affect the integrity of the services that the state expects from the state officer, employee, or special state appointee.

(2) File a written disclosure statement with the commission that:

(A) details the conflict of interest;

(B) describes and affirms the implementation of a screen established by the ethics officer;

(C) is signed by both:

(i) the state officer, employee, or special state appointee who identifies the potential conflict of interest; and

(ii) the agency ethics officer;

(D) includes a copy of the disclosure provided to the appointing authority; and

(E) is filed not later than seven (7) days after the conduct that gives rise to the conflict.

A written disclosure filed under this subdivision shall be posted on the inspector general's Internet web site.

(c) A written determination under subsection (b)(1)(B) constitutes conclusive proof that it is not a violation for the state officer, employee, or special state appointee who sought an advisory opinion under this section to participate in the particular matter. A written determination under subsection (b)(1)(B) shall be filed with the appointing authority.

IC 4-2-6-10.5 State officers and employees; financial interest in contract made by agency; exceptions

Sec. 10.5. (a) Subject to subsection (b), a state officer, an employee, or a special state appointee may not knowingly have a financial interest in a contract made by an agency.

(b) The prohibition in subsection (a) does not apply to a state officer, an employee, or a special state appointee who:

(1) does not participate in or have contracting responsibility for the contracting agency;
and

(2) files a written statement with the inspector general before the state officer, employee, or special state appointee executes the contract with the state agency.

(c) A statement filed under subsection (b)(2) must include the following for each contract:

(1) An affirmation that the state officer, employee, or special state appointee does not participate in or have contracting responsibility for the contracting agency.

(2) An affirmation that the contract:

(A) was made after public notice and, if applicable, through competitive bidding; or

(B) was not subject to notice and bidding requirements and the basis for that conclusion.

(3) A statement making full disclosure of all related financial interests in the contract.

(4) A statement indicating that the contract can be performed without compromising the performance of the official duties and responsibilities of the state officer, employee, or special state appointee.

(5) In the case of a contract for professional services, an affirmation by the appointing authority of the contracting agency that no other state officer, employee, or special state appointee of that agency is available to perform those services as part of the regular duties of the state officer, employee, or special state appointee.

A state officer, employee, or special state appointee may file an amended statement upon discovery of additional information required to be reported.

(d) A state officer, employee, or special state appointee who:

(1) fails to file a statement required by rule or this section; or

(2) files a deficient statement;

before the contract start date is, upon a majority vote of the commission, subject to a civil penalty of not more than ten dollars (\$10) for each day the statement remains delinquent or deficient. The maximum penalty under this subsection is one thousand dollars (\$1,000).

Heidi L. Adair

Staff Attorney

Office of the Inspector General

315 W. Ohio St., Room 104

Indianapolis, IN 46202

hadair@ig.in.gov

317-234-3993

From: Miller-Cronk, Nila

Sent: Thursday, July 18, 2019 11:55 AM

To: Adair, Heidi <HAdair@ig.IN.gov>

Subject: RE: Advice

Importance: High

Heidi,

Major Price has no contracting authority for the agency. His role is only to approve requested training to determine if the training complies with our current training and practice. Once approved, it is sent to the Fiscal Division who handles contractual matters and obtains payment authorization from Col. French, Lt. Col. Turner, or Lt. Col. Bilkey on behalf of the Superintendent.

Sincerely,

Nila

Major Nila Miller-Cronk
Indiana State Police
Internal Investigations Section
100 North Senate Avenue, IGCN
Indianapolis, IN 46204-2259
Office (317) 232-8326



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From: Adair, Heidi
Sent: Wednesday, July 17, 2019 2:28 PM
To: Miller-Cronk, Nila <NMiller-Cronk@isp.IN.gov>
Subject: RE: Advice

Hello again,

Thank you for your patience as we are working through this informal advisory opinion. I do actually have another follow-up question. Does Major Danny Price have any contracting responsibilities in his ISP position?

Thank you,

Heidi L. Adair
Staff Attorney
Office of the Inspector General
315 W. Ohio St., Room 104
Indianapolis, IN 46202
hadair@ig.in.gov
317-234-3993

From: Adair, Heidi
Sent: Tuesday, July 16, 2019 3:39 PM
To: Miller-Cronk, Nila <NMiller-Cronk@isp.IN.gov>
Subject: RE: Advice

Hi Nila,

Thank you for providing this additional information. I should have the informal advisory opinion to you in 1-3 business days. (I may reach out again if I end up needing more information.)

Best,

Heidi L. Adair

Staff Attorney
Office of the Inspector General
315 W. Ohio St., Room 104
Indianapolis, IN 46202
hadair@ig.in.gov
317-234-3993

From: Miller-Cronk, Nila
Sent: Tuesday, July 16, 2019 1:04 PM
To: Adair, Heidi <HAdair@ig.IN.gov>
Subject: RE: Advice
Importance: High

Heidi,

Hello!

Below is the response to your requested information:

- First and last name of the Major

Major Danny Price – Commander, ISP Training Section

- You indicate that the Major has a Non-Duty Employment approval. Could you please explain what this means? It sounds to me like it's related to outside employment, but just want to clarify if this is some type of policy specific to ISP.

Non-department employment is outside employment for our personnel and to work another job in addition to their primary employment with the department their non-department employment must be approved by the Department.

RESPONSIBILITIES

- Administrate the planning, development and implementation of training programs for Department personnel.
- Set performance standards for Division personnel.
- Assign, supervise and evaluate the job performance of subordinate personnel.
- Supervise and evaluate the performance of Department personnel assigned as attendees in various training programs.

- Implement a training needs assessment program to develop the training needs of the Department.
- Develop a training budget for the Department.
- Coordinate with other state, county and local officials on training functions.
- Maintain liaison with the Indiana Law Enforcement Academy and the Law Enforcement Training Board on all training matters.
- Maintain liaison with the academic community for purposes of educational and training opportunities for Department personnel.
- Develop training policy and related Standard Operating Procedures for Executive Staff approval.
- Plan for present and long term training facilities and equipment.

II. DUTIES

- Set standards of performance for the Recruit Training Schools.
- Supervise all phases of the Recruit Training Program.
- Assist in the selection of Recruit School appointments as directed by the Superintendent.
- Serve as an instructor at Recruit and in-service training schools.
- Serve as a guest instructor for other police agencies upon request.
- Maintain liaison with Department personnel and personnel from other agencies regarding training programs.
- Review and evaluate training requests and evaluation reports.
- Maintain a records system for all training received by Department personnel.
- Respond to inquire and correspondence.
- Prepare and submit annual training reports and fiscal reports of training funds.
- Supervise and evaluate the performance of subordinate personnel.
- Coordinate with the Superintendent, Assistant Superintendent, Deputy Superintendents, Division, Area and District Commanders on training functions.
- Establish Division goals with input from Section Commanders.
- Supervise the Commander Assistant and other Training Division personnel.
- Work on special projects, i.e., Drug Evaluation and Classification Program.
- Enforce all state and federal traffic and criminal laws.

- Serve on interview committees.
- Serve as a member of the Personnel Board.
- Perform other duties as required.

- Is teaching the Q6 Performance Leadership Model part of the Major's official duties?

Teaching the Q6 Performance Leadership Model to ISP personnel is done on duty and part of the regular duties. Teaching it to other agencies in Indiana is also part of those duties.

I hope this information helps. If you need additional information please feel free to contact.

Sincerely,

Nila

Major Nila Miller-Cronk
Indiana State Police
Internal Investigations Section
100 North Senate Avenue, IGCN
Indianapolis, IN 46204-2259
Office (317) 232-8326



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From: Adair, Heidi
Sent: Friday, July 12, 2019 9:49 AM
To: Miller-Cronk, Nila <NMiller-Cronk@isp.IN.gov>
Subject: RE: Advice

Hello Nila,

Thank you for contacting our office for ethics advice in your capacity as ISP's Ethics Officer. I understand that a Major in ISP's Training Section is requesting an informal advisory opinion regarding his outside business.

Before I begin drafting the informal advisory opinion, I will need some additional information. Could you please answer the following questions?:

- First and last name of the Major

- You indicate that the Major has a Non-Duty Employment approval. Could you please explain what this means? It sounds to me like it's related to outside employment, but just want to clarify if this is some type of policy specific to ISP.
- Please describe, generally, the Major's duties and responsibilities in his position with ISP.
- Is teaching the Q6 Performance Leadership Model part of the Major's official duties?

Thank you,

Heidi L. Adair

Staff Attorney
 Office of the Inspector General
 315 W. Ohio St., Room 104
 Indianapolis, IN 46202
hadair@ig.in.gov
 317-234-3993

From: noreply@formstack.com [mailto:noreply@formstack.com]
Sent: Thursday, July 11, 2019 11:43 AM
To: IG Info <info@ig.IN.gov>; Cooper, Jennifer <JCooper@ig.IN.gov>; Torres, Lori <LTorres@ig.IN.gov>
Subject: Advice

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****



Formstack Submission For: ig_2334
 Submitted at 07/11/19 11:42 AM

Name:	Nila Miller-Cronk
Email:	nmiller-cronk@isp.in.gov
Phone:	(317) 232-8326
State Agency:	Indiana State Police

**Description of
Your State
Occupation:**

Department's Ethics Officer and Major, Commander of the Internal Investigation Section

There is a Major in our Training Section that has a Non-Duty Employment approval for a personal training and consulting business, The Price Consulting Group L.L.C. Through this business, he is associated with other trainers from across the country. Over the last eight years, his group has developed a model and training program called The Q6 Performance Leadership Model. He has trained a few agencies outside of Indiana through The Price Consulting Group. He has also been training ISP personnel on The Q6 Performance Leadership Model but has done so on duty and received no compensation beyond his salary.

He advised that the popularity of the model and training program is increasing. The group who developed the program has organized under The Emerson Group LLC. The only revenue accepted by The Emerson Group is for licensing and production of the Q6 materials. Thus far, when he teaches Q6 for ISP, there is no charge for the materials. However, with the development of The Emerson Group LLC, there will now be a fee per student. He personally will not receive any compensation for the materials purchased through The Emerson Group LLC. That money goes back into an account used for legal fees, material production, and administrative expenses managed by The Emerson Group LLC.

**What is your
ethics question?:**

He just wanted to be completely transparent with his involvement in the Q6 Performance Leadership Model. When teaching it for ISP, he receives nothing monetarily. However, if the department decides to continue to provide this training ISP will need to buy the materials from The Emerson Group LLC. While he is a member of The Emerson Groups LLC through his personal business, he does not receive any payments from that group at this time. When teaching other police agencies in Indiana upon request, he teaches as a courtesy from the ISP and receive nothing monetarily from the other agency. The other agency buys the materials directly from The Emerson Group LLC. When teaching out of state, he does so on his own time and is compensated through his personal business. This employee is requesting an informal advisory opinion on this matter.

I would be willing to excuse myself from any decision-making or approval for training concerning the Q6 Performance Leadership Model if necessary. It is a good program and I would hate to see the ISP not use it due to any perceived conflict on my part.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

INDIANA STATE POLICE

INDIANA GOVERNMENT CENTER NORTH
100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46204-2259

www.IN.gov/isp

March 4, 2020

TO: Indiana Ethics Commission

FROM: Nila Miller-Cronk, Major
Commander, Office of Professional Standards

SUBJECT: Screening Procedures – ISP Major Danny Price involving
Emerson Group L.L.C., The Price Consulting Group L.L.C.,
and the Acquisition/Purchase/Distribution of Q6 Materials to the ISP

To address any potential conflicts that may arise due to Major Danny Price's duties as the Commander of the Indiana State Police Training Division and his instruction of the Q6 leadership model and program to ISP supervisors, to include Major Price's involvement in The Price Consulting Group L.L.C. and his association with the Emerson Group L.L.C., and to comply with the conflict of interest laws, Major Price has notified his appointing authority. Further, the Indiana State Police has established the following procedures to screen Major Price for any potential conflicts that may arise in conjunction with duties associated with his instruction of the Q6 leadership model and program to ISP supervisors and the acquisition/purchase/distribution of Q6 materials for and to ISP which are needed for this instruction:

- 1.) The Ethics Officer shall monitor Major Price's involvement in any matters relating to the instruction of the Q6 leadership model and program to ISP supervisors and the acquisition/purchase/distribution of Q6 materials to the ISP to ensure that the screening procedures are followed.
- 2.) Major Price shall not engage in any part of any bidding process where The Price Consulting Group L.L.C. or Emerson Group L.L.C. has or seeks a business relationship with the Indiana State Police while he an employee of ISP and is involved in the instruction of the Q6 leadership model and program to ISP supervisors. This responsibility will be assigned to Captain Dana Harshman, Assistant Commander of the Training Division.
- 3.) Any in-state travel costs (transportation, lodging and per diem) associated with and/or incurred by Major Price as a result of him instructing the Q6 leadership model and program to ISP supervisors will be paid by the Indiana State Police.

Indiana Ethics Commission
Price-Screening Procedures
March 4, 2020
Page 2

- 4.) This screen shall remain in place as long as Major Danny Price is an ISP department employee & teaches Q6 leadership model and program to ISP supervisors.

The Indiana State Police Department respectfully requests for this document, to be included with our request for reconsideration of rendering an ethics formal advisory opinion on this matter, which has been requested to be included on the agenda for the monthly Commission meeting on March 12, 2020.

If you have any questions or need any additional information, please feel free to contact me at 317-232-8326 (office) or 317-694-7620 (cell).

Respectfully requested,

A handwritten signature in black ink that reads "Nila Miller-Cronk". The signature is written in a cursive style with a large initial "N" and a long, sweeping underline.

Nila Miller-Cronk
Major

cc: Major Price

INDIANA STATE POLICE

INDIANA GOVERNMENT CENTER NORTH
100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46204-2259

www.IN.gov/isp

February 19, 2020

TO: Indiana Ethics Commission

FROM: Nila Miller-Cronk, Major
Commander, Office of Professional Standards

SUBJECT: Request for Formal Advisory Opinion

On February 5, 2020, Trooper Stephen W. Grayson, submitted a Non-Department Employment (NDE) Request through his chain of command, stating he had created Fairway Consulting, LLC, and he is requesting permission to serve as a paid political consultant (his NDE request form is attached). As the Department's Ethics Officer, this request was forwarded to me on February 18, 2020, for my review from Lieutenant Colonel Matt Bilkey.

Trooper Grayson also provided a memo that was attached to his NDE request and the body of the memo is contained below:

I am writing this memo to elaborate on my recent request for outside employment. Over the last couple of years, I have been increasingly active in my community in various ways, including community service and volunteer efforts, relationship and goodwill cultivation, and local politics. As a result of my growing relationships and deep roots in the greater Monticello community, I have recently been asked to provide community insight to local political candidates as it relates to producing social media content, navigating local nuances, and other community outreach initiatives designed to foster cohesive relationships between the public and political candidates.

To me, my devotion to serving my community and my state is a multi-faceted endeavor; one where I recognize the importance of public safety and also fully appreciate the political process. As a result, it is my intention to continue to strengthen my community, in addition to my State Police service, by using my off-duty time to exercise my First Amendment rights to participate in the political process by providing such insight to local political candidates.

An important point, however, must be made; specifically, the fact that I acknowledge my role as a state employee and am sensitive to the position of trust I am placed in. While I feel compelled to participate in local politics while off-duty, it in no way will interfere with my duties as a State Trooper. After all, listening to the concerns in my community and trying to make things better is a fundamental function of a public servant. Accordingly, providing local insight

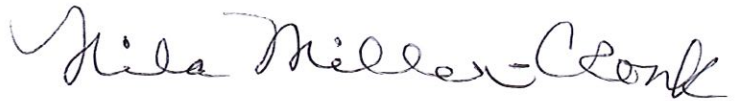
(continued from page 1) and engaging the community with politicians and community leaders will serve only to strengthen the place I live, which is in accord with the State Police mission.

Lastly, this unique opportunity to strengthen my community in my personal time has the added benefit of modest compensation – compensation which will be great help to my growing family. With this all in mind, I'm convinced I can continue to build on the positive work being done by Troopers all across the state in different communities, even when off-duty, by continuing to be involved in local politics and community outreach. As a result, I respectfully request that you approve my request for Non-Department Employment so that I can continue to be a leader in my community in this new way.

The Indiana State Police Department respectfully requests for this matter to be included on the agenda for the next monthly Ethics Commission meeting which is scheduled for Thursday, March 12, 2020, for the purposes of rendering an ethics formal advisory opinion on this matter.

If you have any questions or need any additional information, please feel free to contact me at 317-232-8326 (office) or 317-694-7620 (cell).

Respectfully requested,

A handwritten signature in cursive script that reads "Nila Miller-Cronk". The signature is written in black ink and is positioned above the printed name and title.

Nila Miller-Cronk
Major

Attachments

Indiana State Police

Application for Outside Employment

Name: STEPHEN W. GRAYSON PE Number: 8729

Rank: Trooper District/Division: D14/Lafayette

Original Application? YES NO Information Update? YES NO

Outside Employer's Name: FAIRWAY CONSULTING L.L.C.

Employer's Address: 4583 E FAIRWAY CT MONTICELLO, IN 47960

Employer's Telephone: 502-741-1421

Work site location(s) of employment: INDIANA

Title of Position: MEMBER

Duties Performed:
PROFESSIONAL POLITICAL CONSULTING

Is the position security related? YES NO

If the position is security related, a copy of the indemnification agreement and proof of insurance must be attached to this application. The indemnification agreement must certify that the outside employer agrees to defend, indemnify, and hold harmless the state of Indiana and its officers, agents, and employees from all claims and suits including court costs, attorney fees, and all other expenses related to the outside employment.

Type of Protection Provided by Employer:

Accident and Health Insurance Liability Coverage
Social Security Pension

Does the employer sell alcoholic beverages at the work site? YES NO

If alcohol is sold at the work site, is it a secondary source of income? YES NO

I agree to abide by the outside employment conditions set forth in SOP HMR-030 and understand that any outside employment which requires me to compromise department policies, rules, regulations, or standard operating procedures is forbidden.

Signature: STEPHEN W. GRAYSON

Date: 2/5/2020

1st Endorsement: (Comments and recommendations required)

I recommend approval. Trooper Grayson is aware of the requirements to maintain satisfactory performance with ISP, and also, given the nature of his employment request, the department regulations concerning use of department uniforms, commission and symbols in his second job.

Date: 2/11/2020 Commander Name (typed): Lt. Thomas McKee PE 5776

2nd Endorsement: (Comments and recommendations required)

I concur with Lt. McKee and recommend approval.

Date: 02/11/2020 Commander Name (typed): Captain Jeremy L. Kelly PE 7290

3rd Endorsement: (Comments and recommendations required)

Trp. Grayson's performance is satisfactory. If this were a request for ASI or Wal-Mart, I would recommend approval without any hesitation. However, even with the attached memo, I have concerns that ethical considerations exist that are beyond my understanding and training. Therefore, I recommend review by Major Nila Miller-Cronk, ISP's ethics officer, to ensure Trp. Grayson's request is provided proper consideration prior to approval.

Date: 02/18/2020 Commander Name (typed): Major Anthony Casto, 5884

4th Endorsement: (Comments and recommendations required)

Date: _____ Commander Name (typed): _____

5th Endorsement: (Comments and recommendations required)

Date: _____ Commander Name (typed): _____

Forward documentation to the Assistant Chief of Staff Human Resources and Administration after the final endorsement for processing.

Assistant Chief of Staff Human Resources and Administration Review

Comments:

Legal Review Required Yes No

Date: _____ Name (typed): _____

Legal Office Review

Comments/Special Instructions:

Legal Compliance Yes No

Date: _____ Name (typed): _____

Superintendent's Review

Comments:

Approve: Disapprove:

Signature: _____ Date: _____

February 12, 2020

TO: Douglas Carter
Superintendent

FROM: Stephen W. Grayson, Trooper
Enforcement, Lafayette

SUBJECT: Outside Employment

I am writing this memo to elaborate on my recent request for outside employment. Over the last couple of years, I have been increasingly active in my community in various ways, including community service and volunteer efforts, relationship and goodwill cultivation, and local politics. As a result of my growing relationships and deep roots in the greater Monticello community, I have recently been asked to provide community insight to local political candidates as it relates to producing social media content, navigating local nuances, and other community outreach initiatives designed to foster cohesive relationships between the public and political candidates.

To me, my devotion to serving my community and my state is a multi-faceted endeavor; one where I recognize the importance of public safety and also fully appreciate the political process. As a result, it is my intention to continue to strengthen my community, in addition to my State Police service, by using my off-duty time to exercise my First Amendment rights to participate in the political process by providing such insight to local political candidates.

An important point, however, must be made; specifically, the fact that I acknowledge my role as a state employee and am sensitive to the position of trust I am placed in. While I feel compelled to participate in local politics while off-duty, it in no way will interfere with my duties as a State Trooper. After all, listening to the concerns in my community and trying to make things better is a fundamental function of a public servant. Accordingly, providing local insight and engaging the community with politicians and community leaders will serve only to strengthen the place I live, which is in accord with the State Police mission.

Lastly, this unique opportunity to strengthen my community in my personal time has the added benefit of modest compensation – compensation which will be great help to my growing family. With this all in mind, I'm convinced I can continue to build on the positive work being done by Troopers all across the state in different communities, even when off-duty, by continuing to be involved in local politics and community outreach. As a result, I respectfully request that you approve my request for Non-Department Employment so that I can continue to be a leader in my community in this new way.

Respectfully submitted,

Stephen W. Grayson, Trooper