

ORIGINAL

BEFORE THE WASHINGTON STATE EXECUTIVE ETHICS BOARD

In the Matter of)
)
 [REDACTED])
)
 _____)

No. 98-03

STIPULATION AND ORDER

Pursuant to WAC 292-100-090 this stipulation is entered into between [REDACTED] a former employee of the Department of Social and Health Services (DSHS), and the State of Washington Executive Ethics Board by and through MARGARET A. GRIMALDI, Executive Secretary. The following findings, conclusions, and agreements will be binding upon parties to this agreement, if the agreement is fully executed, and if accepted by the Washington State Executive Ethics Board, and not otherwise.

I. STIPULATED FACTS

1. The Washington State Executive Ethics filed the above referenced complaint on March 20, 1998, against [REDACTED] a former employee of DSHS. The complaint was issued pursuant to a whistleblower report by the State Auditor.

2. It is agreed that:

(a) Mr. Henderson and his spouse dissolved their marriage on July 12, 1996. The divorce decree required that [REDACTED] maintain medical and dental insurance coverage for his former spouse;

(b) Under the state employee medical insurance contract, a change in marital status constitutes a qualifying event that requires the deletion of an ineligible spouse from coverage under a state employee's medical plan.

(c) [REDACTED] did not notify DSHS or the Health Care Authority of his change in marital status. This failure resulted in the improper payment of health care benefits for an ineligible dependent in the amount of \$2509, and \$200 worth of medical services for the period from August 1996 through December 1997.

(d) [REDACTED] agrees his conduct violated RCW 42.52.070 which states:

Except as required to perform duties within the scope of employment, no state officer or state employee may use his or her position to secure special privileges or exemptions for himself or herself, or his or her spouse, child, parents, or other persons.

3. The following factors mitigate in [REDACTED] favor in setting the appropriate penalty in this case:

(a) The amount of excess premium payments in the amount of \$2509 is recoverable to the state through reductions in future payments as allowed by contract:

(b) [REDACTED] was cooperative in the Board's investigation of this complaint; and,

(c) Mr. Henderson had no previous ethics violations.

II. STIPULATED CONCLUSIONS OF LAW

1. The Washington State Executive Ethics Board has jurisdiction over [REDACTED] and over the subject matter of the complaint.

2. The Washington State Executive Ethics Board has reasonable cause to believe that [REDACTED] as described in the stipulation of facts, violated RCW 42.52.070 by using his state position to secure a special privilege for himself and his former spouse in the form of medical and dental coverage for an ineligible dependent under a state-sponsored health plan; and, by receiving a special benefit by not having to provide medical coverage for his former spouse independent of a state-sponsored plan.

III. STIPULATED PENALTY

As a consequence of having violated RCW 42.52.070, [REDACTED] agrees to pay the Board a civil penalty in the amount of \$1800.00 pursuant to RCW 42.52.480(1)(b).

IV. AGREEMENT

1. The signatory parties, including the Executive Secretary, Washington State Executive Ethics Board, and [REDACTED] (the parties) agree that [REDACTED] will pay the amount of eighteen hundred dollars (\$1800.00) to the Washington State Executive Ethics Board in the form of eighteen equal payments of \$100 each. The first payment shall be due within thirty (30) days of the date of acceptance of this order. The remaining payments will be due on or before the 12th of each month beginning on May 12, 1999 and ending on September 12, 2000.

2. This settlement agreement, upon the Board's approval, will constitute a full and final settlement between the parties as to all facts, actions, controversies and matters that have occurred or may have occurred and are the basis of this ethics investigation relating to [REDACTED]'s use of state position to confer a special privilege or exemption for his former spouse and himself. This document shall release and forever discharge [REDACTED] from any further ethics proceedings in connection with the matter alleged in the complaint.

3. This settlement agreement is not binding unless and until accepted by the Board, which may reject or propose modifying it.

4. If the Board proposes to modify the settlement agreement, [REDACTED] has the right to approve or not approve the modification. If the Board rejects the settlement agreement or modifies it in a manner that is not acceptable to [REDACTED] the agreement becomes null and void, in which case the matter will be set for public hearing in accordance with the normal administrative process. The stipulation and agreement will be inadmissible in any subsequent proceeding in this case.

[REDACTED]

Margaret A. Grimaldi

MARGARET A. GRIMALDI

Executive Secretary

March 5 1999
Date

March 1, 1999
Date

V. ORDER

Having reviewed Complaint No. 98-03, the Stipulation, and the Agreement, WE, THE STATE OF WASHINGTON EXECUTIVE ETHICS BOARD, HEREBY ORDER, that pursuant to WAC 292-100-080, the above is:

_____ Accepted in its entirety and becomes the Order of the Board.

*Accepted and, if approved by _____ becomes the Order of the Board with the following modifications:

IV 2. contains the following language at the end of the second sentence, "provided that _____ complies with the terms of payment in Paragraph IV (1)."

_____ Rejected in its entirety.

DATED this 12th day of March, 1999.

Janet Lim
JANET LIM, Chair

Cheryl Rohret
CHERYL ROHRET, Vice Chair

Gwendolyn Foyle
GWENDOLYN FOYD, Member

Sutapa Basu
SUTAPA BASU, Member

PAUL GILLIE, Member

*I accept or do not accept (circle _____)

12-1-1999
Date _____ Respondent _____