

**MINUTES OF THE MEETING OF
THE INDIANA STATE ETHICS COMMISSION
August 8, 2024**

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 were Katherine Noel, Chair; Corinne Finnerty; and Rafael Sanchez. Office of Inspector General (OIG) staff present included David Cook, Inspector General; Tiffany Mulligan, Chief of Staff, Chief Legal Counsel; Regan Perrodin, State Ethics Commission Director; Elaine Vullmahn, Staff Attorney; Hope Blankenberger, Staff Attorney; Mark Mitchell, Director of Investigations; Mike Lepper, Special Agent; Sam Stearley, Special Agent; Jason Fajt, Special Agent; Mark Day, Special Agent; and Nathan Baker, Legal Assistant.

Others present were Matthew Gerber, Ethics Officer, Family and Social Services Administration; Leslie Lugo, OMPP Director of Pharmacy, Family and Social Services Administration; Joseph Heerens, General Counsel & Ethics Officer, Office of the Governor; Kelly Dignin, Executive Director, Integrated Public Safety Commission; Mattheus Mitchel, Compliance and Ethics Specialist, Indiana Department of Revenue; Dan Thomas, Senior Counsel, Indiana Department of Revenue; and, Amie Durfee, Deputy General Counsel, Indiana Department of Workforce Development.

II. Adoption of Agenda and Approval of Minutes

Commissioner Sanchez moved to adopt the agenda. Commissioner Finnerty seconded the motion, and the Commission passed the agenda (3-0).

Commissioner Sanchez moved to approve the Minutes of the July 11, 2024, Commission Meeting, and Commissioner Finnerty seconded the motion, which passed (3-0).

III. Consideration of Waiver of Post-Employment Restrictions for Kelly Dignin

Joseph Heerens, General Counsel and Ethics Officer for the Office of the Governor, presented the proposed Waiver of Post-Employment Restrictions in this matter to the Commission for their approval.

Commissioner Sanchez moved to approve the Waiver, and Commissioner Finnerty seconded the motion, which passed (3-0).

IV. Request for Formal Advisory Opinion

2023-FAO-004

Leslie Lugo, Director of Pharmacy – Office of Medicaid Policy and Planning

Matthew Gerber, Ethics Officer

Family and Social Services Administration

Matthew Gerber is the Ethics Officer for the Indiana Family and Social Services Administration (FSSA). Mr. Gerber is requesting the Commission's FAO on behalf of Ms. Leslie Lugo, Director of Pharmacy for FSSA's Office of Medicaid Policy and Planning (OMPP). Specifically, Mr. Gerber is requesting an opinion from the Commission regarding Ms. Lugo's proposed post-state employment opportunity with Mercer Health and Benefits, LLC (Mercer).

As Director of Pharmacy, Ms. Lugo's duties include overseeing both Fee-For-Service (FFS) and Managed Care Entities (MCEs) administration of the Medicaid Pharmacy Benefit; setting policy for all matters regarding the drug benefit; and overseeing and administering OMPP Boards and Committees.

Mercer has offered Ms. Lugo a position as a consultant in Mercer's Government Division. In this role Ms. Lugo would assist other states in the administration of their pharmacy benefit program and would develop and write white papers on topics of note to Medicaid. The role would not intersect with Indiana in any way for at least one year, and her work would not involve lobbying.

On July 11, 2024, FSSA filed an Ethics Disclosure Statement for Conflicts of Interests – Decisions and Voting with the Commission on Ms. Lugo's behalf because Ms. Lugo was engaged in employment discussions with Mercer. The Disclosure Statement includes a screen that prohibits Ms. Lugo from participating in decisions or votes or related matters in which Mercer has a financial interest. The screen further prohibits Ms. Lugo from assisting any future employers, including Mercer, with any matter she personally and substantially participated in while employed by FSSA and OMPP. The screen additionally prohibits Ms. Lugo from disclosing or otherwise relying on any confidential information.

In her role as Director of Pharmacy, Ms. Lugo interacted with Mercer on two specific projects. First, she participated in the MCE Pharmacy Benefit Gap Analysis that began on September 1, 2021, and was scheduled to end January 1, 2022. OMPP renewed the contract for an additional year, so that the contract expired on January 31, 2023. Second, she participated in obtaining Mercer's assistance and project management of a conversion of the State Uniform Preferred Drug List (SUPDL). OMPP obtained the contract by special procurement. The contract began August 26, 2022, and ended June 30, 2024. There has been no work completed on this contract since September 2023, and OMPP did not renew or extend the contract.

Ms. Lugo was the signatory on both contracts. Mr. Gerber writes that Ms. Lugo did not negotiate the contracts, as OMPP created them both by special procurement and not through the traditional Request for Proposal process. Further, Mercer only offered a straight rate for their services and did not allow the State to negotiate a different rate. Ms. Lugo initiated the special procurement and justification for the contracts. Mercer set the contract terms for both projects including scope of work and deliverables. Mercer provided a PowerPoint presentation for the purpose of the MCE Pharmacy Benefit Gap Analysis contract, and Mercer was in an advisory capacity on the SUPDL contract and kept meeting minutes as project manager.

As Director of Pharmacy, Ms. Lugo monitored Mercer's performance on both contracts. Ms. Lugo could have recommended amendments, modifications, sanctions or termination, but only other FSSA employees had the authority to take such action as Ms. Lugo did not have the authority to make any unilateral decisions.

On behalf of Ms. Lugo, Mr. Gerber is seeking the Commission's FAO regarding the application of any of the rules in the Code to Ms. Lugo's proposed post-employment opportunity with Mercer.

Mr. Gerber's request for a FAO invokes consideration of the provisions of the Code pertaining to Conflicts of Interests, Post-employment and Benefitting from and Divulging Confidential Information. The application of each provision to Ms. Lugo's situation is analyzed below.

A. Conflict of interests - decisions and votes

IC 4-2-6-9(a)(1) prohibits Ms. Lugo 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)(4) prohibits Ms. Lugo from participating in any decision or vote, or matter relating to that decision or vote, if the business organization with whom she is negotiating or has an arrangement concerning prospective employment has a financial interest in the matter.

IC 4-2-6-9(b) requires that an employee who identifies a potential conflict of interests notify his or her Ethics Officer and Appointing Authority in writing and either seek an advisory opinion from the Commission or file a written disclosure statement.

FSSA filed an Ethics Disclosure Statement for Conflicts of Interests – Decisions and Voting on Ms. Lugo's behalf. The Disclosure Statement includes a screen that prohibits Ms. Lugo from participating in decisions or votes or related matters in which Mercer has a financial interest. The screen further prohibits Ms. Lugo from assisting any future employers, including Mercer, with any matter she personally and substantially participated in while employed by FSSA and OMPP. The screen additionally prohibits Ms. Lugo from disclosing or otherwise relying on any confidential information. As such, she has complied with the requirements in IC 4-2-6-9 for any potential

conflict of interests that exists between her FSSA employment and her employment negotiations and arrangement concerning prospective employment with Mercer.

B. Post-employment

IC 4-2-6-11 consists of two separate limitations: a “cooling off” period and a “particular matter” restriction. The first prohibition, commonly referred to as the cooling off or revolving door period, prevents Ms. Lugo from accepting employment from an employer for 365 days from the date that she leaves state employment under various circumstances.

First, Ms. Lugo is prohibited from accepting employment as a lobbyist for the entirety of the cooling off period. A lobbyist is defined as an individual who seeks to influence decision making of an agency and who is registered as an executive branch lobbyist under the rules adopted by the Indiana Department of Administration. Based on the information provided, Ms. Lugo would not be engaging in any lobbying activities in her position at Mercer, and her role would not intersect with Indiana for at least one year. Thus, Ms. Lugo’s post-employment opportunity at Mercer would not violate this provision of the post-employment rule.

Second, Ms. Lugo is prohibited from accepting employment for 365 days from the last day of her state employment from an employer for whom she made a regulatory or licensing decision that directly applied to the employer or its parent or subsidiary. Based on the information presented to the Commission, it does not appear that Ms. Lugo has not made a regulatory or licensing decision that directly applied to Mercer or its parent or subsidiary, therefore this prohibition would not apply.

Third, Ms. Lugo is prohibited from accepting employment from an employer if the circumstances surrounding the hire suggest the employer’s purpose is to influence her in her official capacity as a state employee. The information presented to the Commission does not suggest that Mercer has extended an offer for Ms. Lugo’s prospective new role in an attempt to influence Ms. Lugo in her capacity as a state employee.

Fourth, Ms. Lugo is prohibited from accepting employment for 365 days from the last day of her state employment from an employer with whom 1) she engaged in the negotiation or administration of a contract on behalf of a state agency and 2) was in a position to make a discretionary decision affecting the outcome of the negotiation or nature of the administration of the contract.

Ms. Lugo interacted with Mercer on two specific contracts. She was the signatory on both contracts, and she initiated the special procurements and the justifications. Additionally, she monitored Mercer’s performance on both contracts and could have recommended amendments,

modifications, sanctions or termination; however, only other FSSA employees would have had the authority to take any such action.

The Commission has found, in the past, that a state employee administered a contract when she worked directly, along with other members of her agency, with the contractor to fulfill the contractor's duties and deliverables set forth in the contract. *See* [13-I-37](#). The Commission further found that the same state employee was in a position of authority to make discretionary decisions when she could escalate matters to the Agency Head, who was the ultimate decision-maker for the contract. *Id.*

Similarly, the Commission finds Ms. Lugo (1) engaged in the negotiation or administration of a contract on behalf of FSSA and (2) was in a position to make a discretionary decision affecting the outcome of the negotiation or nature of the administration of the contract. The Commission finds that even though FSSA created the contract through a special procurement, Ms. Lugo engaged in the negotiation of the contract with Mercer, and her position allowed her to make decisions affecting the outcome of the negotiation. Therefore, the post-employment rule's cooling off period would apply to Ms. Lugo's intended employment opportunity with Mercer, and she may not begin such employment for 365 days after her separation from state employment.

Finally, Ms. Lugo is subject to the post-employment rule's "particular matter" prohibition in her prospective post-employment. This restriction prevents her from representing or assisting a person on any of the following twelve matters if she personally and substantially participated in the matter as a state employee: 1) an application, 2) a business transaction, 3) a claim, 4) a contract, 5) a determination, 6) an enforcement proceeding, 7) an investigation, 8) a judicial proceeding, 9) a lawsuit, 10) a license, 11) an economic development project, or 12) a public works project. The particular matter restriction is not limited to 365 days but instead extends for the entire life of the matter at issue, which may be indefinite.

In this instance, Ms. Lugo would be prohibited from representing or assisting Mercer, or any other person in a particular matter in which she personally and substantially participated as a state employee. Ms. Lugo understands that both contracts would qualify as particular matters, and that she may never represent or assist a person in those matters as she personally and substantially participated in both matters.

Therefore, the Commission finds the two contracts to be "particular matters" on which Ms. Lugo may never represent or assist any person for the life of those contracts.

C. Confidential information

Ms. Lugo 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. Lugo 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 an organization, such as Mercer. In addition, the definition of “information of a confidential nature” is set forth in IC 4-2-6-1(a)(12).

To the extent Ms. Lugo has acquired or maintains access to such confidential information obtained in her role at FSSA, she would be prohibited not only from divulging that information but from ever using it to benefit any person, including Mercer or its clients, in any manner.

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

V. Consideration of Final Report

In the Matter of Zachary Eugene Rutherford
Case Number 2023-11-0432

State Ethics Commission Director Regan Perrodin presented the Final Report regarding the Agreed Settlement in the Matter of Zachary Eugene Rutherford for final approval. The Final Report was signed by Commissioners present at the meeting.

VI. State Ethics Director’s Report

Regan Perrodin, State Ethics Commission Director, provided the following information to the State Ethics Commission:

The OIG has issued 16 Informal Advisory Opinions (IAOs) since the July Ethics Commission meeting, mostly relating to issues on post-employment, conflicts of interests, and outside employment.

OIG is actively working on promulgating the civil penalties rule and on readopting title 42 of the Indiana Administrative Code. We’ve had some pre-reviews. We will keep you posted as this process moves forward. I expect to have significant updates at our next meeting.

Last month, Tiffany Mulligan mentioned that we would begin working on our biennial ethics training that we provide to state employees, officers, and special state appointees every two years.

This year's training will roll out on September 6 with a deadline of October 18. We're releasing it a little earlier this year because there are helpful reminders for this time leading up to the election. When it's released, either Tiffany or myself will send Commissioners the training to complete.

OIG also continues to provide in-person outreach and training.

Finally, the OIG's Legal and Ethics Conference is scheduled for the afternoon of November 19, 2024. More information will be on the OIG website.

VII. Adjournment

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

The public meeting adjourned at 10:22 a.m.



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

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Eric J. Holcomb
Governor

Brian C. Rockensuess
Commissioner

IC 4-2-6-11

Post-employment waiver

As the Appointing Authority of the Indiana Department of Environmental Management, I am filing this waiver of the application of the Code of Ethics' post-employment restriction as it applies to Nicole Gardner in her prospective post-employment with Environmental Consulting and Technology (ECT), Inc.

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



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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:

Mrs. Gardner is a technical environmental specialist within the Office of Water Quality (OWQ) at IDEM. Her duties include monitoring compliance activities related to agreed orders and consent decrees issued to industrial facilities, drafting NPDES permits as needed, and acting as liaison between the Compliance & Enforcement Branch and the Permits Branch. As a NPDES permit writer, she reviews permit applications for completeness, then drafts permits using information provided in the applications as well as technical information developed by others within the office (water quality models, cooling water intake structure technology determinations, etc.) In her roles at IDEM, Mrs. Gardner participated in discussions and advise others about various NPDES permits and related requirements, however, she did not have the final decision making authority over those matters. She does not have substantial decision-making authority over policies, licenses. permits, or contracts.

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

Mrs. Gardner applied for a Senior Scientist/Engineer position with ECT. This position would require Mrs. Gardner to conduct reviews of regulatory requirements related to NPDES permitting and water quality standards, prepare and submit industrial NPDES permit applications in accordance with regulatory guidelines, develop and implement water quality monitoring programs, evaluate environmental data and prepare technical reports, provide technical support and guidance on water quality management practices and regulatory compliance, collaborate to develop solutions for environmental challenges.

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 position would require periodic contact with IDEM. NPDES permit applications are due every five (5) years. NPDES applications may be due more frequently if permit modifications are required. In her potential role with ECT., Mrs. Gardner could be completing and submitting NPDES applications for permittees in Indiana, using approved state forms. Outreach would largely pertain to future permit applications for renewals, not current permit materials on which Ms. Gardner worked at IDEM.

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:

The prospective employment would be beneficial to the State and public During her years at IDEM, . Mrs. Gardner has acquired substantial knowledge of IDEM's industrial NPDES

permits, federal and state regulations, and how they support protection of human health and the environment. Her knowledge of NPDES permitting, as well as federal and state regulations, would help ensure complete and timely applications are received by IDEM from ECT clients in Indiana, which would in turn, ensure more timely permit renewals for those permittees.

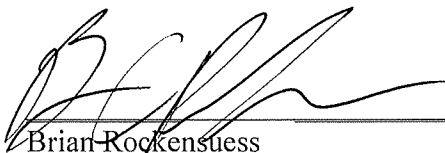
5. Please explain the extent of economic hardship to the employee if the request for a waiver is denied:

If the waiver is not granted, Mrs. Gardner would not be able to accept the position. An offer of employment is dependent upon the NPDES permits she is allowed to work on if she leaves state employment. If the waiver is not granted, Mrs. Gardner would not be able to work on a substantial number of NPDES permit applications, resulting in no longer being considered for the position. This would represent both a lost opportunity for an increase in salary, increased schedule flexibility, and a step in her professional development leading.

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.



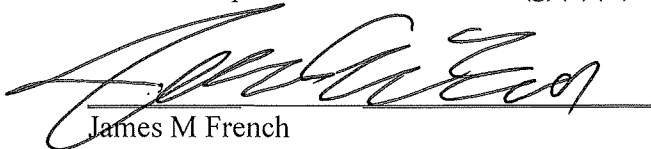
Brian Rockenstuess

8/29/24

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).



James M French

8/30/24

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*



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Eric J. Holcomb
Governor

Brian C. Rockensuess
Commissioner

September 5, 2024

Indiana State Ethics Commission
Office of the Inspector General
315 W Ohio Street, Room 104
Indianapolis, Indiana 46202

Re: Designation Letter

To whom it may concern,

As the Appointing Authority of the Indiana Department of Environmental Management, I, Brian Rockensuess, hereby designate IDEM ethics officer James Michael French to appear at the September 12, 2024, Indiana State Ethics Commission meeting in my absence to present the post-employment waiver for IDEM's Nicole Gardner.

Brian Rockensuess
Commissioner of the Indiana Department
of Environmental Management

9/5/2024

DATE



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INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

August 13, 2024

Katherine Noel, Chair
Indiana State Ethics Commission
315 West Ohio Street, Room 104
Indianapolis, IN 46202

IC 4-2-6-11

Post-employment waiver – Sarah Rubin

As the Appointing Authority of the Indiana Department of Transportation (“INDOT”), I am filing this waiver of the application of the Code of Ethics’ post-employment restriction as it applies to Sarah Rubin in her post-employment with EGIS.

I understand that I must file and present this waiver to the State Ethics Commission at its next available meeting. I further understand that this waiver is not final until approved by the State Ethics Commission. I hereby appoint Kate Shelby, Chief Legal Counsel and Deputy Commissioner, as the Appointing Authority solely for the purposes of effectuating this waiver through the Commissioner’s process.

Sarah Rubin, an eleven-year employee of INDOT, has accepted the role as the Vice President of Project Delivery at EGIS. After seeking an informal ethics opinion, INDOT is filing this waiver to address potential areas of applicability of post-employment restrictions.

This waiver is in regard to the part of the “cooling off” period as indicated below. This waiver does not include a waiver from the particular matter restriction under IC 4-2-6-11(c) as it relates to the transportation projects that Ms. Rubin was assigned during her employment at INDOT. To the extent that a particular matter restriction applies to Ms. Rubin and the transportation projects that Ms. Rubin was assigned, Ms. Rubin and INDOT have executed a screen, which was filed with the State Ethics Commission on August 12, 2024, and attached as Attachment A to this waiver. *See* Attachment A, Section II.3. This screen shall remain in effect and Ms. Rubin shall screen herself from the transportation projects she was assigned during her employment at INDOT. Further, Ms. Rubin shall not disclose INDOT’s confidential information after she leaves state employment. *See* Attachment A, Section II.4. Ms. Rubin has indicated that EGIS has an employee who can effectuate the proper screen to ensure that Ms. Rubin abides by IC 4-2-6-11(b)(1) and (c). Ms. Rubin has received an informal advisory opinion from the Office of the Inspector General regarding these matters.

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:

Sarah Rubin has not had policy-making, regulatory, licensing, or rule-making authority in any of her roles at INDOT. Ms. Rubin has had authority and oversight of some contracts and INDOT vendor work.

Ms. Rubin currently serves as the Deputy Director of P3 Projects at INDOT. In her eleven years at INDOT, she has served as a project manager for the I-69 Finish Line Corridor as well as Capital Program Project Delivery Support Director. Ms. Rubin’s primary roles and responsibilities have included project management for the I-69 Finish Line Corridor major transportation project, oversight of INDOT’s statewide road and bridge on-call contracts, collaboration with the INDOT Asset Management Team to develop a process for fiscal rebalancing of capital program items, and assignments on other INDOT matters including the interstate tolling strategic plan, the ProPEL Indy major transportation project, and the Illiana major transportation project procurement.

The I-69 Finish Line Corridor project is a major transportation project that Ms. Rubin has been assigned to for nine and three-quarter (9.75) years. Her work on the I-69 Finish Line Corridor project included, but was not limited to, overseeing the environmental, design, and construction of I-69 Finish Line Corridor project; attending bi-weekly progress meetings for Contracts 4 and 5, where Request for Information, submittals, Maintenance of Traffic and Erosion issues were discussed and addressed; and participating in weekly management meetings on Contract 5 and monthly Change Management meetings. EGIS managed the right of way acquisition process for the I-69 Finish Line Corridor project. Ms. Rubin also had authority over the administration or negotiation of contracts with certain consulting firms. In her role, Ms. Rubin assisted in the development of Requests for Proposal (“RFPs) for services and collected scoring details, but she was not a scorer for the contracts. INDOT employees from the INDOT Real Estate Division – a separate division – scored those RFPs and negotiated those contracts with EGIS. Once EGIS was under contract with INDOT, a different INDOT project manager managed EGIS’s services. As a result, Ms. Rubin did not directly oversee EGIS’s work on the I-69 Finish Line Corridor project or directly approve EGIS’s invoices for work on that project.

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

Ms. Rubin will serve as Vice President of Project Delivery at EGIS. In that role, Ms. Rubin will coordinate the management of the US 52 project in West Virginia, develop processes and protocols for in-house project management, mentor project managers, and facilitate interdepartmental coordination within EGIS's business units. Ms. Rubin will screen herself from EGIS's contracts with INDOT and must abide by all post-employment restrictions except those waived herein. Please see Attachment A.

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 of the employee:

EGIS currently has 114 active or on-call contracts with INDOT. EGIS is in the business of providing consulting services for a wide variety and a number of organizations. Because Ms. Rubin will serve in a management role, she anticipates that she could potentially have contact with various INDOT personnel in the natural execution of transportation design projects, similar to other any project manager providing services to INDOT. However, Ms. Rubin has indicated that she will not work on any matters that she previously worked on while employed at INDOT nor on new matters with INDOT in her role with EGIS during the required periods set forth in the State Ethics Code.

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:

Ms. Rubin has served INDOT for eleven (11) years as the I-69 Finish Line Corridor Project Manager and in director roles related to project completion. Ms. Rubin was essential to the completion of the I-69 Finish Line Corridor project. It took more than 40 years to complete I-69, the nation's newest interstate, with many INDOT vendors and partners having involvement in such a large and longstanding effort. As the project manager for the I-69 project, Ms. Rubin had the opportunity to collaborate with nearly every division within INDOT and many of those partners. Given Ms. Rubin's role as project manager over such a major project and the number of consultants that have worked on the I-69 Finish Line project, it would be difficult for Ms. Rubin to find employment suitable to her skills that did not include an actual or perceived conflict or need for a waiver of post-employment restrictions. Ms. Rubin has accepted employment from an organization with whom she has had very little interaction with, did not regulate, and to who she did not award any contracts or directly bestow any benefit or government funding. To not award a waiver in this situation would mean that a waiver is not awardable to Ms. Rubin for work at any other company in the Indiana transportation industry and would trap Ms. Rubin in state employment for the remainder of her career. Trapping Ms. Rubin at INDOT is against public policy. Every citizen deserves to choose their own career path. Ms. Rubin has given the state eleven (11) years of faithful service and donated thousands of extra hours to INDOT to ensure that the I-69 project was completed. INDOT will not be able to attract suitable talent to fill its many roles if the State is not able to allow someone who has done so much for the State to continue her career in the industry for another employer. Allowing Ms. Rubin to take a role at a company with whom she had minimal interaction as a State employee is consistent with the public interest.

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

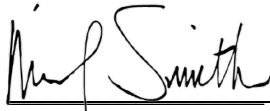
For all of the same reasons, keeping Ms. Rubin at INDOT by not awarding this waiver will create an economic hardship for Ms. Rubin. Ms. Rubin has spent eleven (11) years of her career at INDOT earning state wages. Ms. Rubin earns a salary that is, in some cases, lower than other project managers. Additionally, there are few opportunities for advancement of position and salary for someone in Ms. Rubin's role at INDOT. Ms.

Rubin will not be able to continue to progress her career and her earnings further without seeking external employment. As explained above, Ms. Rubin was offered employment from a vendor in the transportation industry with whom Ms. Rubin has had very limited involvement and to whom she did not award any contracts and for whom she did not oversee or sign any contracts. It would be difficult to find another situation where Ms. Rubin could continue her career progression with as minimal impacts to the agency.

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 who obtains the waiver before engaging in the conduct that would give rise to a violation.



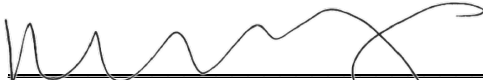
Michael Smith, Commissioner
INDIANA DEPARTMENT OF TRANSPORTATION

9/3/2024

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).



Kate Shelby, Chief Legal Counsel
INDIANA DEPARTMENT OF TRANSPORTATION

9/3/2024

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.

ATTACHMENT A

AUG 12 2024

INDIANA STATE
ETHICS COMMISSION



ETHICS DISCLOSURE STATEMENT
CONFLICTS OF INTEREST – DECISIONS AND VOTING
State Form 55860 (R / 10-15)
OFFICE OF THE INSPECTOR GENERAL
IC 4-2-6-9

In accordance with IC 4-2-6-9, you must file your disclosure with the State Ethics Commission no later than seven (7) days after the conduct that gives rise to the conflict. You must also include a copy of the notification provided to your agency appointing authority and ethics officer when filing this disclosure. This disclosure will be posted on the Inspector General's website.

Name (last) Rubin	Name (first) Sarah	Name (middle)
Name of office or agency Department of Transportation		Job title Project Delivery Support Director/I-69 Finish Line Corridor Project Manager
Address of office (number and street) 100 N. Senate Ave., IGCN 758-CPM		City Indianapolis
Office telephone number (317) 775-4396		ZIP code 46204
Office e-mail address (required) srubin@indot.in.gov		

Describe the conflict of interest:
Sarah Rubin is the Project Delivery Support Director/I-69 Finish Line Corridor Project Manager for the Indiana Department of Transportation. Sarah Rubin has been interviewing with EGIS and has been offered employment by EGIS. EGIS has a business relationship with INDOT, including active contracts with the Department. Sarah Rubin's employment negotiations with EGIS therefore created a potential decisions and voting conflict of interest under IC 4-2-6-9. This disclosure is therefore being filed in anticipation of that potential conflict.

Sarah Rubin is subject to the mandatory cooling off period (IC 4-2-6-21(b)) with regard to EGIS.

Sarah Rubin is subject to the particular matter restriction and will not assist future employers, including EGIS with any matter she personally and substantially participated in on behalf of INDOT.

This disclosure was provided to Ms. Rubin's appointing authority, Commissioner Michael J. Smith, on August 7, 2024. Evidence of said disclosure to Commissioner Smith is filed herewith pursuant to IC 4-2-6-9(b)(2)(D). Pursuant to IC 4-2-6-9(b)(2), this disclosure was executed and filed with the SEC within seven (7) days of the potential conflict being identified by the below signed ethics officer.

A formal screen was executed with INDOT ethics officer preventing Sarah Rubin from working with EGIS in her capacity as an INDOT employee. Said screen prohibits Sarah Rubin from exercising any of her official duties or otherwise participating in any decision or vote, or matter related to such decision or vote, involving

Describe the screen established by your ethics officer: *(Attach additional pages as needed.)*

EGIS, or in which EGIS has an interest. Sarah Rubin is further screened from assisting any future employer, including EGIS, with any matter in which she personally and substantially participated while employed by INDOT.

This screen was executed on August 7, 2024, a copy of which was sent to Commissioner Michael J. Smith along with this disclosure.

AFFIRMATION

Your signature below affirms that your disclosures on this form are true, complete, and correct to the best of your knowledge and belief. In addition to this form, you have attached a copy of your written disclosure to your agency appointing authority and ethics officer.

Signature of state officer, employee or special state appointee

Sarah E. Rubin

Date signed (month, day, year)

8/12/24

Printed full name of state officer, employee or special state appointee

Sarah Rubin

FOR ETHICS OFFICER USE ONLY

Your signature below affirms that you have reviewed this disclosure form and that it is true, complete, and correct to the best of your knowledge and belief. You also attest that your agency has implemented the screen described above.

Signature of ethics officer

Michele D. Steele

Date signed (month, day, year)

8/12/24

Printed full name of ethics officer

Michele D. Steele

CONFLICT OF INTEREST SCREEN FOR SARAH RUBIN

August 7, 2024

I. RECITALS

WHEREAS, Sarah Rubin is a Project Delivery Support Director/I-69 Finish Line Corridor Project Manager for the Indiana Department of Transportation ("INDOT" or "Department"); and

WHEREAS, Sarah Rubin has been interviewing with for potential employment with EGIS Group ("EGIS"; and

WHEREAS, EGIS has a business relationship with INDOT, including active contracts; and

WHEREAS, as Project Delivery Support Manager/I-69 Finish Line Corridor Project Manager for INDOT, it is possible that Sarah Rubin could be assigned to participate in matters in which EGIS has an interest as part of her regular duties; and

WHEREAS, Sarah Rubin's employment negotiations with EGIS created a potential decision and voting conflict of interest under IC 4-2-6-9 requiring disclosure and a formal screen; and

WHEREAS, Sarah Rubin is subject to the particular matter restriction (IC 4-2-6-11(a)) and cannot assist future employers, including EGIS, with any matter she personally and substantially participated in for INDOT; and

WHEREAS, Sarah Rubin may have obtained confidential information in the course of her employment with INDOT and has an affirmative duty to protect such information from disclosure and to refrain from relying on such information for the benefit of herself or future employers.¹

NOW THEREFORE, Sarah Rubin, Project Delivery Support Director/I-69 Finish Line Corridor Project Manager for INDOT, for her remaining tenure with INDOT, or until she discontinues employment negotiations with EGIS, agrees to in all ways follow, adhere to, and satisfy the terms of the following Conflict of Interest Screen. Sarah Rubin must adhere to terms three (3) and four (4) regarding the particular matter restriction and confidential information in perpetuity.

II. CONFLICT OF INTEREST SCREEN

1. Sarah Rubin shall not participate in any decision or vote, or any matter related to such decision or vote, in which EGIS has a financial interest.
2. Sarah Rubin is screened from participating in any present or future contract or other matter involving EGIS.
3. Sarah Rubin shall not assist any future employers, including EGIS, with any matter she personally and substantially participated in while employed by INDOT. This restriction applies in perpetuity, for the life of the particular matter.
4. Pursuant to his duty under Ind. Code §5-14-3-10, Sarah Rubin shall not disclose or otherwise rely upon information classified as confidential under Ind. Code §5-14-3-4. This restriction applies in perpetuity, so long as the subject information is deemed confidential.

III. EMPLOYEE AFFIRMATION

I have read and understand the terms of the foregoing Conflict of Interest Screen, and will in all ways follow, adhere to, and satisfy the above stated restrictions on my participation in any decision or vote in which EGIS has a financial interest. I understand that the first two (2) terms of this screen terminate upon my leaving the Department or the discontinuation of negotiations with EGIS, whichever occurs first. I further understand that terms three (3) and four (4) regarding particular matters and confidential information respectively, apply in perpetuity, for the life of each matter and so long as the subject information is deemed confidential. I have shared and discussed this Conflict of Interest Screen and its requirements with my supervisor.

Executed and agreed this 7th day of August 2024, by:

Sarah E. Rubin

Sarah Rubin, Project Delivery Support Director/I-69 Finish Line Corridor Project Manager
Indiana Department of Transportation

¹ State employees have an affirmative duty under Ind. Code §5-14-3-10 to protect from disclosure and to refrain from relying upon information defined as confidential under Ind. Code §5-14-3-4.

Baker, Nathaniel P

From: Steele, Michele
Sent: Friday, August 9, 2024 12:52 PM
To: Smith, Michael J
Subject: Conflicts of Interest Screen - Sarah Rubin
Attachments: COI Screen- Sarah Rubin_Signed.pdf

Commissioner Smith,

This email is to notify you that a conflict-of-interest screen will be filed for Sarah Rubin, an INDOT employee, with the State Ethics Commission.

Thank you,

Michele Steele, J.D., LLM

Director of Compliance/Prequalification and Ethics Officer

Indiana Department of Transportation

100 N. Senate Avenue – Room N758-PQ

Indianapolis, IN 46204

Office: (317) 719-6624

Email: msteele@indot.in.gov

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Request for Formal Advisory Opinion

Indiana Ethics Commission

From Dan Mathis

September 2, 2024

I request the Indiana Ethics Commission for a Formal Advisory Opinion, based upon the facts below and my employment with the Indiana Office of Technology (“IOT”). My 25 years of state service include regulatory enforcement and legislative relations on behalf of the O’Bannon and Kernan Administrations, clerking for the Honorable Mark Bailey on the Indiana Court of Appeals, and serving as an administrative law judge with the Department of Workforce Development (“DWD”). In February 2015, while with DWD, my practice pivoted to cybersecurity, privacy, artificial intelligence, and cyber risk management. I plan to submit employment applications with a few of the companies engaged by my current employer, IOT.

In my role as IT Governance Program Manager, I prepare, pursue consensus for, and manage the Statewide IT Policies and Standards (“Policies”), applicable to all Indiana state government Executive Branch entities (“Entities”), including the Office of Inspector General and the Indiana Ethics Commission. The Policies address the State’s entire IT enterprise, including workstations, servers, data center, virtual computing, and network resources in all 92 counties. The purposes of the Policies include promoting the confidentiality, integrity, and availability of the State’s information systems, as well as promoting care, efficiency, and effectiveness in how IOT supports Entities.

A second function of this role is to manage IOT’s consideration of Entities’ requests (“Exception Requests”) for IOT to acknowledge non-compliance with one or more Policies. This role mainly involves problem-solving, risk analysis, and encouraging Entities to mitigate the risks associated with Policy non-compliance.

IOT uses at least 43 companies for various services related to the provision of IT products and services.¹ Those include, for example, software, hardware, operating systems, tools for the management of the various resources referenced in the second paragraph (above), security tools, scanning resources for known vulnerabilities, scanning resources for malicious tools, secure file transfer, mobile device management, password management, cloud services, analysis, business intelligence, staffing, learning, and professional consulting.

¹ I would prefer to avoid publishing a list of vendors in a public proceeding, as certain of the vendors support the State’s cybersecurity posture. After conferring with the Office of the Inspector General, I have omitted the company names from this submission.

Facts regarding Most Vendors

With the great majority of those companies, 41 of them, I have no role with or relationship to the vendors. While, in some cases, my role may receive information generated by a vendor, that does not involve a direct relationship with the vendor itself. With these 41 companies, I have no special role relative to the vendor.

Facts regarding “App Firm”

IOT engages a firm that offers a governance, risk, and compliance software – used for managing the Policies, Exception Requests, and information on many different information resources. IOT started using this U.S.-based firm (“App Firm”) before the start of my employment with IOT in May 2019.

I have not participated in retaining the App Firm, managing the App Firm, or negotiating any contract extensions with the App Firm. In Fall 2019, I attended a week-long conference with the App Firm. I have no special relationship with the App Firm, other than the fact that its tool is the software in which my products are kept and managed.

Facts regarding “Consulting Firm”

Finally, in late 2023, IOT began a relationship with a consulting firm with operations in many countries (“Consulting Firm”). In this relatively short-term relationship, IOT and the Consulting Firm are updating, standardizing, consolidating, revising, making internally consistent, and improving all 95 of IOT’s Policies, written 2006 to 2023. Essentially, this effort constitutes releasing the “2.0” of technology and cybersecurity policies for Indiana state government.

I manage the project and the great majority of the work with the Consulting Firm. Its employees and I work very closely, interacting every week, and often daily.

I have not done anything to grant or administer the contract with the Consulting Firm. I have had no discretionary decision-making. On a couple occasions, I have notified my manager that the Consulting Firm had a question about the timing of a payment. Once, I notified my manager of the Consulting Firm's question regarding her potentially writing a recommendation letter to some other organization, on the Consulting Firm's behalf. In both cases, my messages to my manager constituted reminders of other communications that my manager had apparently had with the Consulting Firm.

None of my responsibilities or actions have had any impact on the Consulting Firm's financial interest. In one meeting, I complimented the Consulting Firm on its work, including the individual leading the Consulting Firm’s work on the project.

Facts responsive to Questions from the Office of the Inspector General

I worked in contract matters as in-house counsel for DWD, more than 5 years ago. None of that related to the Consulting Firm. I do not believe that I had heard of the Consulting Firm before mid-2023.

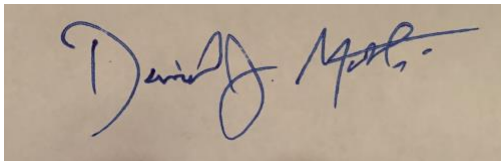
Many years ago, I litigated regulatory and licensing matters while in-house counsel at DNR, and while serving as Deputy Attorney General. I managed a couple of licensing matters while in-house counsel for DWD, regarding providers of vocational and technical education. I have never worked on a regulatory or licensing matter related to the Consulting Firm.

Conclusion

I have not yet applied for employment with the App Firm or the Consulting Firm. In the past year, I have applied for employment with three or four of the other 41 companies that I identified as being engaged at IOT. I do not plan to apply for any positions that involve lobbying any Executive Branch Entities of Indiana state government; nor have I done so while at IOT.

All of the assertions in this statement are true. Please let me know if I can provide additional information. Thank you for your consideration.

Respectfully submitted,

A handwritten signature in blue ink on a light-colored background. The signature appears to read "Dan Mathis" in a cursive style.

Dan Mathis

Indiana Office of Technology