

RECEIVED FEB 13 2014

STATE OF NEW YORK
JOINT COMMISSION ON PUBLIC ETHICS

540 Broadway
Albany, New York 12207

IN THE MATTER OF S. HELEN DANIELS.

SUBSTANTIAL BASIS INVESTIGATION REPORT
AND SETTLEMENT AGREEMENT

Case No. 11-14

WHEREAS, the Public Integrity Reform Act of 2011 ("PIRA") created the Joint Commission on Public Ethics ("Commission") to replace the Commission on Public Integrity ("CPI") and expressly provided that the Commission shall continue the authority of CPI;

WHEREAS, Part A, Section 16, of the Public Integrity Reform Act of 2011 provides in relevant part: "any business or other matter undertaken or commended by the state commission on Public Integrity or the legislative ethics commission pertaining to or connected with the functions, powers, obligations and duties hereby transferred and assigned to the joint commission on public ethics, and pending on the effective date of this act may be conducted and completed by the joint commission on public ethics in the same manner and under the same terms and conditions and with the same effect as if conducted and completed by the former state commission on public integrity or the legislative ethics commission";

WHEREAS, this Settlement Agreement ("Agreement") is entered into by and between the Commission and S. Helen Daniels (the "Respondent"), and the Respondent has agreed to proceed under Executive Law §94 as amended by PIRA;

WHEREAS, the Commission has authority pursuant to Executive Law §94 to conduct an investigation to determine whether a substantial basis exists to conclude that a violation of the Lobbying Act has occurred, to issue a report of its finding of a substantial basis to conclude that a violation has occurred, and to impose penalties for such violation as provided for in Executive Law §94(14);

WHEREAS, the Respondent was employed by the New York State Empire Development Corporation as the Director of the Affirmative Action Unit from 1999 to 2012;

WHEREAS, on March 31, 2011, a letter was sent from CPI to Respondent alleging violations of Legislative Law §§ 1-e and 1-h and Public Officers Law §§73(7), 74(3)(a), (d), and (h), which afforded Respondent 15 days in which to respond to the allegations in writing;

WHEREAS, on April 22, 2011, the Respondent responded to the 15-day letter and denied the allegations in the 15-day letter;

WHEREAS, in lieu of appearing in an adjudicatory proceeding that could result in the assessment of a civil penalty against Respondent, the parties to this Agreement have agreed to resolve their dispute in a manner that avoids further administrative proceedings;

WHEREAS, Respondent has limited financial assets and resources based on her financial affidavit submitted to the Commission;

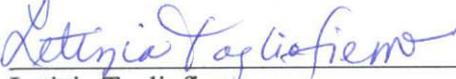
NOW THEREFORE, in consideration of the mutual covenants made herein, as the final settlement of the violation set forth herein, the parties stipulate and agree that:

- I. Respondent admits that while employed by the New York State Empire Development Corporation, she entered into a contract with CarePath, on December 30, 2009, to provide consulting services and to obtain grants of money from New York State Senators, State Representatives, State Health Officials, and the Executive Office to benefit Carepath. Respondent admits that she was paid \$15,000 by Carepath pursuant to the consulting contract.
- II. Respondent admits that by such conduct in I above, she violated Public Officers Law §73(7) and agrees to pay to the Commission the amount of \$5,000.00 in settlement of said violations. The Respondent agrees to pay \$1,000.00 at the signing of the this agreement and the remaining \$4,000 by July 31, 2014, which is six months from the signing of the agreement.
- III. If Respondent fails to timely perform the conditions set forth in this Agreement, Respondent will be in breach of this Agreement, and it shall be in the Commission's sole discretion to deem the Agreement null and void in its entirety, issue a new Substantial Basis Investigation Report, which may include additional charges against Respondent, and proceed with an enforcement action. As to any new Substantial Basis Investigation Report or enforcement action by the Commission pursuant to this paragraph: (i) Respondent waives any claim that such action is time-barred by a statute of limitations or any other time-related defenses, provided that such action would not have been time-barred if brought on or before the date of this Agreement; and (2) Respondent expressly acknowledges and agrees that the Commission may use any statements herein, or any other statements, documents or other materials produced or provided by Respondent prior to or after the date of this Agreement, including, but not limited to, any statements, documents, or other materials, if any, provided for the purposes of settlement negotiations or in submissions by Respondent or by counsel on behalf of Respondent, in any enforcement proceeding against Respondent relating to the allegations herein.
- IV. Respondent shall, upon request by the Commission, provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.

- V. The Commission has agreed to the terms of this Agreement based on, among other things, the representations made to the Commission by Respondent and its counsel. To the extent that representations made by Respondent or its counsel are later found to be materially incomplete or inaccurate by the Commission, Respondent shall be in breach of this Agreement.
- VI. Notwithstanding the provisions of this Agreement, Respondent understands and acknowledges that the Commission may investigate other knowing and willful violations of the Lobbying Act or knowing and intentional violations of the Public Officers Law, if any, by Respondent and take any appropriate action.
- VII. Respondent waives any statute of limitations or other time-related defenses applicable to the subject of the Agreement and any claims arising from or relating thereto, as well as any right to appeal or challenge the determination or conduct of the Commission relating to this matter in an article 78 proceeding or by any other means.
- VIII. This Agreement and any dispute related thereto shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
- IX. Respondent consents to the jurisdiction of the Commission in any proceeding or action to enforce this Agreement.
- X. It is understood that this Agreement is not confidential and will be made public within 45 days of its execution in accordance with Executive Law §§94(14) & (19).
- XI. Respondent agrees not to take any action or to make, permit to be made, authorize, or agree to, any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this paragraph affects Respondent's: (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Commission is not a party. A violation of this Paragraph constitutes a breach of this Agreement by Respondent under Paragraph V. herein.
- XII. This Agreement constitutes the entire agreement between the parties and supersedes any prior communication, understanding, or agreement, whether oral or written, concerning the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth in this Agreement has been relied upon by any party to this Agreement.
- XIII. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
- XIV. This Agreement shall become effective upon execution by the Commission or its designee.

XV. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

XVI. By signing below, Respondent acknowledges reading this Agreement in its entirety, understanding all terms and conditions of this Agreement, and having done so, knowingly, voluntarily, and freely enters into this Agreement. Respondent was represented by counsel, Law Office of Joseph Daniels, 225 Broadway, New York, New York.

Dated: 2/20/2014


Letizia Tagliafierro
Executive Director
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO
THIS 24 DAY OF *Feb.*, 2014

Respondent
By: 

Name: S. Helen Daniels



Approved: Daniel J. Horwitz
Chair

Paul Casteliero
Hon. Joseph Covello
Mitra Hormozi
Marvin E. Jacob
Seymour Knox, IV
Gary J. Lavine
David A. Renzi
George H. Weissman
Members

Absent: David Arroyo
LaShann DeArcy
Hon. Mary Lou Rath
Hon. Renee R. Roth

Members