

In the matter of Anthony Ahanj,

Former Director of Capital Planning,  
Health Research, Inc.

SUBSTANTIAL BASIS INVESTIGATION REPORT  
AND SETTLEMENT AGREEMENT

Case No. 17-098

WHEREAS, the Joint Commission on Public Ethics (“Commission”) is authorized by Executive Law § 94 to conduct an investigation to determine whether a substantial basis exists to conclude that any violations of the Public Officers Law have occurred, to issue a report of its findings of fact and conclusions of law, and to impose penalties for any violation;

WHEREAS, Anthony Ahanj (“Respondent”), was employed as the Director of Capital Planning by Health Research, Inc., (“HRI”) a not-for-profit corporation closely-affiliated with the New York State Department of Health pursuant to State Finance Law § 53-a(5)(d), from March 4, 1993 until he retired on August 17, 2016;

WHEREAS, the New York State Office of the Inspector General (“OIG”) conducted an investigation and sent this matter to the Commission for its consideration;

WHEREAS, as a result of such investigation, the OIG found that while Respondent was overseeing and directing the construction and renovation at St. Albans Veterans’ Home in Queens, New York (the “St. Albans project”), Respondent told the architectural and engineering contractor on this project (the “Contractor”) that a subcontractor was needed to prepare grant applications for federal funding;

WHEREAS, Paula Gretzinger, was the sole owner of Family First Always, a television production company, and was acquainted with Respondent before the St. Albans project;

WHEREAS, the OIG found that Respondent recommended the Contractor to hire Gretzinger and Family First Always to prepare and complete the grant application, knowing that the Contractor would likely accept the recommendation based on Respondent’s official state position;

WHEREAS, the Contractor hired Gretzinger to prepare two (2) grant applications, paying her a total of \$30,000;

WHEREAS, the Dormitory Authority of the State of New York, the State agency responsible for disbursing funds for the St. Albans project, declined to reimburse the Contractor for the use of a subcontractor (Gretzinger);

WHEREAS, on August 17, 2017, a letter was sent to Respondent alleging violations of Public Officers Law §§ 74(3)(b), (c), (d), (e), (f) and (h), which afforded Respondent fifteen (15) days in which to respond;

WHEREAS, on September 19, 2017, the Commission voted to commence an investigation into this matter;

WHEREAS, the parties to this Settlement Agreement (“Agreement”) have agreed to resolve their dispute in a manner that avoids further administrative proceedings; and

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

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

1. Respondent admits that after previously loaning Gretzinger money, while he was the Director of Capital Planning for HRI, he used his official position to assist Gretzinger in obtaining a contract with the Contractor to provide grant application services. After the Contractor paid Gretzinger for her services on June 14, 2015, Gretzinger immediately gave \$14,000 to the Respondent on June 20, 2015.
2. Respondent admits that his conduct described in Paragraph 1 violated Public Officers Law § 74(3)(d) which provides that no state employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself, herself, or others.
3. Respondent agrees to pay the Commission the amount of four thousand dollars (\$4,000.00) in settlement of said violation within thirty (30) days of the execution of this Agreement.
4. The Commission has agreed to the terms of this Agreement based on, among other things, the representations made to the Commission by Respondent. To the extent that representations made by Respondent are later found by the Commission to be incomplete or inaccurate, Respondent shall be in breach of this Agreement.
5. If the Respondent fails to timely perform any conditions set forth in the Agreement, Respondent shall be in breach of this Agreement.
6. 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, including Respondent’s claims for vested benefits and pensions. A violation of this Paragraph constitutes a breach of this Agreement by Respondent.
7. Upon a breach of this Agreement, the Commission shall have sole discretion to deem the Agreement null and void in its entirety, issue a Notice of Substantial Basis Investigation and Hearing, which may include additional charges against Respondent and proceed with an enforcement action, and then issue a new Substantial Basis Investigation Report; or to deem the Respondent in breach of this Agreement and pursue in court, any other remedy to which the Commission is entitled at law or in equity, including but not limited to, specific performance or injunction. As to any Notice of Substantial Basis Investigation and Hearing

or enforcement action by the Commission pursuant to this paragraph: (1) Respondent waives any claim that such action is time-barred by a statute of limitations or any other time-related defenses; and (2) Respondent expressly acknowledges and agrees that the Commission may use any statements herein, or any other statements, documents or materials produced or provided by Respondent prior to or after the date of this Agreement.

8. Respondent shall upon request by the Commission provide all documentation and information reasonably necessary for the Commission to verify compliance with this Agreement.
9. Respondent understands and acknowledges that the Commission may investigate any other conduct not covered by this Agreement by Respondent and take any appropriate action.
10. Respondent waives the right to assert any defenses or any challenges to this Agreement, as well as any right to appeal or challenge the determination or conduct of the Commission relating to this matter in any forum.
11. This Agreement and any dispute related thereto shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
12. Respondent consents to the jurisdiction of the Commission in any proceeding to enforce this Agreement.
13. 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).
14. 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.
15. Any amendment or modification to this Agreement shall be in writing and signed by both parties.
16. This Agreement shall become effective upon execution by the Commission or its designee.
17. 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.
18. 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. Electronic and facsimile signatures shall be deemed originals for the purpose of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. Respondent is represented by counsel James Knox, Esq. of Jones Hacker Murphy.

Dated: July 30, 2019



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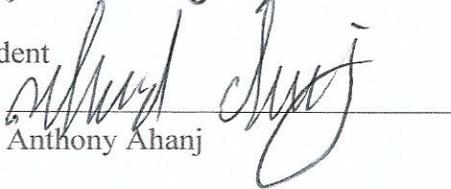
Monica Stamm  
General Counsel  
New York State Joint Commission on Public Ethics

ACCEPTED AND AGREED TO  
THIS 28 DAY OF JULY, 2019

Respondent

By:

Name: Anthony Ahanj



Approved:

Michael K. Rozen, Chair

Robert Cohen  
James E. Dering  
William P. Fisher  
Daniel J. Horwitz  
Marvin E. Jacob  
Gary J. Lavine  
James W. McCarthy  
David J. McNamara  
George H. Weissman  
James A. Yates

Members

Colleen C. DiPirro  
Julie A. Garcia

Absent