

PRE-COMPLAINT DISPOSITION AGREEMENT

This Agreement made this 2 day of July, 2026, by and between Michel Briggs, Program Coordinator, Office of Health Care Quality, Maryland Department of Health, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission (hereinafter "Staff Counsel").

The State Ethics Commission ("the Commission") is the executive agency of the State of Maryland established by Chapter 513, Acts 1979 for the purpose of enforcing the Maryland Public Ethics Law (General Provisions Article, Title 5, Annotated Code of Maryland), (hereinafter "the Ethics Law") including the provisions of Subtitle 5, Conflicts of Interest.

AGREED STATEMENT OF FACTS

1. Michel Briggs was, at all times relevant to this matter, employed by the Maryland Department of Health ("MDH"), an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law.
2. Ms. Briggs was employed as Program Coordinator in the Office of Health Care Quality for MDH. According to the website for MDH, "The Office of Health Care Quality is charged with monitoring the quality of care in Maryland's health care facilities and community-based programs."
3. Ms. Briggs previously sought secondary employment advice from the State Ethics Commission. The Commission reviewed Ms. Briggs' request for approval of her secondary employment during its meeting on March 27, 2025, and granted Ms. Briggs an exception to the secondary employment strict prohibition, allowing her secondary employment with Divine Living subject to the participation, prestige and confidentiality provisions of the Ethics Law as detailed in the letter to Ms. Briggs on March 31, 2025.
4. In March 2026, MDH made a referral to the Commission for potential violations of the Ethics Law by Ms. Briggs. The Commission reviewed this matter during its meeting on March 26, 2026, and directed Staff Counsel to conduct a preliminary inquiry. Staff Counsel and other Commission staff spent numerous hours reviewing documents for this inquiry.
5. Ms. Briggs conducted activities related to her secondary employment and other personal matters, which were transmitted through her State-issued email account, while on the job. The activities conducted by Ms. Briggs include sending business documents related to her secondary employer to herself, and documentation involving her secondary employer's relationship with Ms. Briggs' State agency, MDH.

6. Section 5-506(a)(1)(i) of the Ethics Law prohibits a State employee or official from intentionally using the prestige of his or her office for his or her own private gain or that of another. The Commission, through its published opinions, has interpreted the prestige provision to mean that State employees should not use any State resources, such as State computers, State-issued email accounts, or State time for activities unrelated to their State duties. (Op. No. 08.01).
7. During Staff Counsel's preliminary inquiry and review of documents, it was evident that Ms. Briggs did not abide by the Commission's advice as stipulated in the letter on March 31, 2025, in which her secondary employment was approved. The Commission's advice letter to Ms. Briggs specifies that she is not to engage in activities related to secondary employment while on State time or using State resources and facilities. It includes specific instructions that her secondary employment request must be reviewed by the Commission, again, if Ms. Briggs' position or working hours change at her secondary employer.
8. Section 5-502(b)(1)(i) of the Public Ethics Law prohibits an official or employee from being employed by "...an entity subject to the authority of that official or employee or of the governmental unit with which the official or employee is affiliated" unless they meet the exception criteria (COMAR 19A.02.01.02-.04).
9. Ms. Briggs has been forthright in her cooperation of Staff Counsel's review of this matter.
10. Ms. Briggs is voluntarily entering into this Agreement to admit certain violations of the Ethics Law, to accept certain sanctions, and to resolve the matter now pending against her without the issuance of a complaint and a hearing before the Commission.
11. Ms. Briggs has been represented throughout these proceedings by counsel, David E. Fink, Esquire, as indicated by his signature on this Agreement.

NOW THEREFORE, in consideration of the agreed facts contained herein, and effective on the date of the Commission's acceptance of the terms of this Agreement, Michel Briggs and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. Ms. Briggs admits that using State resources to conduct activities unrelated to her State position is a violation of the prohibition against using the prestige of one's office for their private gain or that of another contained in § 5-506(a)(1)(i) of the Ethics Law.
- B. Ms. Briggs admits that she failed to follow the Commission's previous advice in connection with the approval of her secondary employment with Divine Living.

- C. The Commission's approval of Ms. Briggs' secondary employment on March 31, 2025, has been rescinded.
- D. Ms. Briggs has terminated her secondary employment with Divine Living, and will not accept any future secondary employment with Divine Living without receiving the Commission's prior approval through a new request.
- E. Ms. Briggs understands that violations of the conflicts of interest provisions of the Ethics Law may result in civil fines pursuant to § 5-902 of the Ethics Law. Ms. Briggs further agrees to pay, in lieu of potential fines, the sum of TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) for the above admitted violations of the Ethics Law. That said sum will be paid by check or money order payable to the "State of Maryland" in care of the Commission on or before July 24, 2026. The fee shall be distributed to the Fair Campaign Financing Fund established under § 15-103 of the Fair Campaign Finance Article. If the fee is not paid, it is agreed that the matter will be transferred to the Maryland State Central Collection Unit for the purpose of collecting the monies owed.
- F. This Agreement will serve as a reprimand to Ms. Briggs effective the date of the Commission's acceptance of this Agreement.
- G. The Commission will transmit a copy of this Agreement to the Governor and the Secretary of MDH.
- H. Ms. Briggs waives any formal proceedings and hearing in this matter (if the Commission accepts this Agreement) and agrees that acceptance of this Agreement by the Commission constitutes a final action and finding of violations by the Commission.
- I. Ms. Briggs further agrees that this Agreement is not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.
- J. Upon execution of this Agreement by Ms. Briggs, Staff Counsel will recommend that the Commission suspend any further proceedings against Ms. Briggs.
- K. In the event the Commission declines to accept this Agreement, both Ms. Briggs and Staff Counsel are relieved of their respective obligations hereunder, and neither this Agreement, nor any admission it may contain, shall be admissible in any subsequent proceeding by the Commission.

- L. That Ms. Briggs and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters involved in the Commission's preliminary inquiry into this matter and for no other purpose.

IN WITNESS WHEREOF, Michel Briggs and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.



Katherine P. Thompson, Staff Counsel
State Ethics Commission
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Michel Briggs



David E. Fink, Esquire
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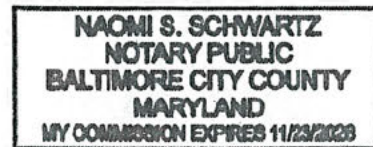
State of Maryland
County of BALTIMORE, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Michel Briggs, who made oath in due form of law on this 2nd day of July, 2026, that the matters and facts hereinabove set forth in this Agreement are true to the best of her knowledge, information and belief, that it is her voluntary act and that she executed this Agreement for the purposes set forth herein.


Notary Public

My Commission Expires: 11/23/28

(Notary Seal)



State of Maryland,
County of Anne Arundel, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Katherine P. Thompson, Staff Counsel to the State Ethics Commission, who made oath on this 21st day of July, 2026 in due form of law that she executed this Agreement for the purposes therein contained. MP


Notary Public

My Commission Expires: June 20, 2029



Accepted by the Commission


Craig D. Roswell, Chair
for the Commission

Date: Sept. 17, 2026