

## PRE-COMPLAINT DISPOSITION AGREEMENT

This Agreement, made this day of January 21, 2021, by and between Colina Mason, Human Resources Director for Spring Grove Hospital Center, 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. Colina Mason was, at all times relevant to this matter, employed by Spring Grove Hospital Center ("Spring Grove"), a unit of the Maryland Department of Health, an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law.
2. Ms. Mason is employed as Human Resources Director for Spring Grove. The Human Resources Department is charged with overseeing personnel matters, benefits, recruitment, time keeping, and Equal Employment Opportunity matters. Ms. Mason's primary duties include: supervising the Human Resources Department, signing contracts and offer letters, terminating and disciplining employees, and managing contractual employees. Additionally, Ms. Mason has hiring and appointing authority and is involved throughout the entire hiring process.
3. Section 5-501(a)(1) of the Ethics Law prohibits a State employee or official from participating in a matter if the employee or official, or a qualifying relative of the employee or official, has an interest in the matter and the employee or official knows of the interest. Section 5-101(gg) of the Ethics Law defines "qualifying relative" as a spouse, parent, child, brother or sister.
4. During the period of May 2019 to August 2019, Ms. Mason, in her capacity as Human Resources Director for Spring Grove, participated in matters involving the hiring of a qualifying relative as a summer student worker for Spring Grove. On behalf of the qualifying relative, Ms. Mason reviewed and approved the employment application, signed the offer letter, and approved the hire in the new hire personnel system as the hiring authority.
5. In May 2020, as recommended by the Office of Legislative Audits, the Office of the Inspector General for the Maryland Department of Health presented information to the Commission relating to potential participation violations of the Ethics Law by Spring Grove employees. In response to the provided information,

the Commission placed this matter on the docket at its meeting on August 20, 2020, and directed Staff Counsel to conduct a preliminary inquiry. Staff Counsel and other Commission staff spent numerous hours interviewing witnesses and reviewing documents for this inquiry.

6. Ms. Mason has been forthright in her cooperation of Staff Counsel's review of this matter.
7. Ms. Mason 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.

**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, Colina Mason and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. Ms. Mason stipulates that her participation in matters related to the hiring of a qualifying relative violated § 5-501(a)(1) of the Ethics Law.
- B. Ms. Mason understands that violations of the conflicts of interest provisions of the Ethics Law may result in civil fines pursuant to Section 5-902 of the Ethics Law. Ms. Mason further agrees to pay, in lieu of potential fines, the sum of \$250.00 for the above admitted violation of the Ethics Law and that said sum will be paid by check or money order payable to the "State of Maryland" on or before January 20, 2021. 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.
- C. The Commission will issue a reprimand to Ms. Mason effective the date of the Commission's acceptance of this Agreement.
- D. The Commission will transmit a copy of this Agreement to the Chief Executive Officer for Spring Grove.
- E. Ms. Mason will not participate in any Spring Grove matter in which a qualifying relative (spouse, father, mother, sister, brother, or child) has an interest. The Commission, through its published opinions, has defined "participate" as "participating as a State officer or employee in any proceeding, disapproval, decision, recommendation, the rendering of advice, investigation or otherwise" and "matter" as "any proceeding, application, submission, request for ruling or other determination, contract, claim, case or other such particular matter" (Opinion No. 80-17). Section 5-101(t) of the Ethics Law defines an "interest" as "a legal or

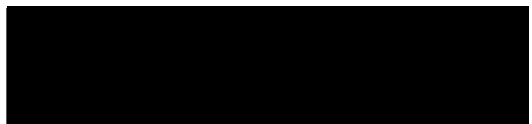
equitable economic interest that is owned or held wholly or partly, jointly or severally, or directly or indirectly, whether or not the economic interest is subject to an encumbrance or condition."

- F. That Ms. Mason will obtain the advice of the Commission prior to her participation in any matter involving a spouse, child, sibling or parent in the future.
- G. Ms. Mason 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 violation by the Commission.
- H. Ms. Mason further agrees that this Agreement and materials related to this matter are not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.
- I. Upon execution of this Agreement by Ms. Mason, Staff Counsel will recommend that the Commission suspend any further proceedings against Ms. Mason. Should Ms. Mason fail to comply with the terms of this Agreement, and after written notice is issued to her, the Commission reserves the right to open an investigation and issue a complaint for violation of Section 5-501 of the Ethics Law.
- J. In the event the Commission declines to accept this Agreement, both Ms. Mason 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.
- K. That Ms. Mason and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters involved in the Commission's preliminary inquiry matter and for no other purpose.

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



Katherine P. Thompson, Staff Counsel  
State Ethics Commission  
45 Calvert Street, 3<sup>rd</sup> Floor  
Annapolis, Maryland 21401  
(410) 260-7770



Colina Mason



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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 day of Jan. 27, 2021, in due form of law that she executed this Agreement for the purposes therein contained.

[REDACTED]  
Notary Public

My Commission Expires: June 20, 2021



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Accepted by the Commission

[REDACTED]  
Janet E. McHugh, Chair  
for the Commission

Date: January 21, 2021