

## Frigo, Victoria (COE)

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**From:** Frigo, Victoria (COE)  
**Sent:** Tuesday, October 15, 2013 3:02 PM  
**To:** 'JOAQUIN J DELCUETO'  
**Cc:** Centorino, Joseph (COE); Diaz-Greco, Gilma M. (COE)  
**Subject:** INQ 13-255 Post-employment limitations

Mr. del Cueto,

You have requested a revised ethics opinion regarding post-employment limitations based on your recent retirement from the Public Health Trust (PHT) Financial Recovery Board on Feb. 11, 2013. Specifically, you are inquiring about a proposed contract involving three parties—the PHT, your company (Global Medical Education, LLC), and the Saba University School of Medicine (an entity organized under the laws of the Netherlands Antilles).

Your company's initial task under this contract would be to **procure** an agreement with the PHT that would allow students of Saba University to carry out their clinical studies under the supervision of the PHT's teaching physicians. Subsequently, your company would be responsible for all aspects of the non-academic administration of the clinical program.

As you are aware, the County Ethics Code at Sec. 2-11.1 (q) prohibits you from lobbying the PHT for two years following your departure from the Financial Recovery Board. As was stated in INQ 13-173, the postemployment lobbying ban has been interpreted very expansively by the Ethics Commission to cover any activities intended to influence an official decision or official action by PHT or PHT personnel, regardless of whether the action will foreseeably be heard or reviewed by the Financial Recovery Board or by any PHT board or committee.

This means that you cannot be involved personally in any efforts whatsoever to win the contract with the PHT, nor can you attempt to influence any decisions by members of the PHT Financial Recovery Board or PHT personnel related to the contract. However, persons other than you (*e.g.*, the principal of Global Medical Education, other employees of Global Medical Education, and/or outside consultants) may lobby on behalf Global Medical Education for the contract.

Once the contract is finalized, you would be free to interface with PHT personnel with any day-to-day requirements in the performance of the agreement.

If you have additional questions going forward, please feel free to contact me or my colleague, Gilma Diaz-Greco, Staff Attorney.

Sincerely,

**VICTORIA FRIGO, SENIOR STAFF ATTORNEY**

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-----Original Message-----

From: JOAQUIN J DELCUETO [<mailto:jdelcueto@aol.com>]

Sent: Monday, October 14, 2013 8:11 AM

To: Frigo, Victoria (COE)

Subject: Request for Opinion INQ 13-173

Dear Ms Frigo,

The following 2 attachments are submitted for your review in an effort to get a ruling regarding the issues discussed in the Request for Opinion. Feel free to contact me should you require any clarification or further information.

Respectfully,  
Joaquin del Cueto