

DOCKET NUMBER 2008-8	)	OFFICE OF STATE ETHICS
	)	
IN THE MATTER OF A	)	18-20 TRINITY STREET
	)	
COMPLAINT AGAINST	)	HARTFORD, CT 06106
	)	
CORE ASSOCIATES, LLC	)	APRIL 8, 2009

**CONSENT ORDER**

Pursuant to the Code of Ethics, General Statutes §§ 1-79, et seq., Judith Jordan, Director of Grants Development and Contract Management of the Department of Children and Families, filed a complaint (“Complaint”) with the Office of State Ethics against Respondent CORE Associates, LLC (“CORE” or “Respondent”) alleging violations of the Code of Ethics. Following a preliminary investigation conducted by the Enforcement Division of the Office of State Ethics (“OSE”), the Ethics Enforcement Officer Thomas K. Jones states he has probable cause to believe that Respondent entered into a contract with the state to evaluate a program at a state-funded agency with which it simultaneously held a contract, thus creating a conflict of interest in violation of § 1-86e(1) of the General Statutes.

The Parties have entered into this Consent Order following the filing of the Complaint, but without adjudication of any issue of fact or law herein.

**I. FINDINGS**

Based upon the Ethics Enforcement Officer’s preliminary investigation, the Ethics Enforcement Officer was prepared to demonstrate at a probable cause hearing:

1. At all times relevant hereto, Respondent was a Connecticut company engaged in providing consultative services regarding gender-specific programming and services for girls. On or about August, 2005 Respondent entered into a contract with DCF to perform an assessment of

gender-specific services at three state-funded programs, including NAFI Connecticut, Inc. (“NAFI”). This contract (“Phase One”) specified a termination date of June 30, 2006.

2. On or about June 8, 2006, Respondent entered into a contract with NAFI to provide consultative services (the “NAFI Contract”). The NAFI Contract did not have an end date. At the time Respondent entered into the NAFI Contract, Phase One had not expired per its terms, and remained in effect for twenty two days after the signing of the NAFI Contract.

3. DCF and Respondent entered into a second contract in October 2006 (“Phase Two”) to review gender-specific services at state-funded programs, including NAFI. Respondent completed work on Phase Two in December 2006 and submitted a final Phase Two report on January 26, 2007.

4. In or about March, 2007, while Respondent was still under contract with NAFI, Respondent entered into an agreement with DCF (“Phase Three”) to repeat the program assessment of the state-funded programs that it had completed in Phase One. This engagement was scheduled to conclude on June 30, 2007. However, the Phase Three engagement was amended on June 11, 2007 to extend the date of conclusion to September 15, 2007.

5. At all times that Respondent was under contract with DCF, Respondent was a “person hired by the state as a consultant or independent contractor,” and thereby subject to General Statutes § 1-86e.

6. Pursuant to General Statutes § 1-86e(1), no person hired by the state as a consultant or independent contractor shall use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person.

7. Between June 8, 2006 and June 30, 2006, there were contracts that were simultaneously in effect between Respondent and DCF, and between Respondent and NAFI. Between March 2007 and September 15, 2007 there were contracts that were simultaneously in effect between Respondent and DCF, and between Respondent and NAFI.

8. By entering into, and maintaining, a contract with NAFI at the same time that the Respondent had a contract with the state, the Respondent used the authority provided to it under the state contract to obtain financial gain.

## **II. RESPONDENT'S POSITION**

Absent the execution of this Consent Order, Respondent was prepared to demonstrate the following at a probable cause hearing:

1. Respondent disputes the claims set forth above and asserts that there is no probable cause to believe that it violated the Code of Ethics.

2. Respondent contends that it did not violate CGS § 1-86e(1) and that its execution of this Consent Order represents only its desire to fully and finally resolve the subject matter of the Complaint and does not constitute an admission or acknowledgement of a violation of the Code of Ethics.

3. Respondent states that it is a national expert/specialist in the assessment, development and implementation of gender-specific programming and services for girls. In the State of Connecticut, Respondent states that its expertise is virtually unique, and that its services are highly coveted by the Office of the Child Advocate ("OCA"), various state agencies and private providers of girls' services, including, but not limited to, NAFI.

4. On multiple occasions, Respondent states that, as a result of Respondent's unique specialty, Respondent was called upon by both DCF, the Court Support Services Division, the Center for Children's Advocacy, and the OCA to assist with crises regarding the provision of

gender-specific services for girls as well as offer guidance in non-crisis situations regarding the assessment, planning, development, and implementation of a gender-specific services for girls in the State of Connecticut. Respondent further states that its supportive relationship with various state-funded programs was well known and openly encouraged by Connecticut state agencies, including DCF, prior to and during Respondent's involvement with DCF and NAFI.

5. Respondent states that it did not use the authority provided to it under any of its contracts with DCF, or any confidential information acquired in the performance of those contracts, to obtain financial gain.

6. Respondent states that, because of its established reputation in the State of Connecticut as a specialist in gender-specific programming and services for girls, Respondent maintained a professional relationship with NAFI before the DCF engagement at issue. Respondent states that its pre-existing professional relationship with NAFI removes the possibility that Respondent used its contract with DCF to establish such a professional relationship or to use the authority provided it under the contracts with DCF to obtain financial gain.

7. Respondent states that DCF had specific knowledge of Respondent's prior professional relationship with NAFI when it engaged Respondent to perform the Phase One, Phase Two and Phase Three projects.

8. Respondent states that, although its contract with DCF was still in effect when Respondent entered into the NAFI Contract, Respondent had submitted its final Phase One report, and believed that all substantive work on the Phase One contract was completed.

9. Respondent states that, in providing the services to DCF, it followed its routine business practice to disclose relevant professional relationships to a potential contractor.

Respondent further states that it attempted to take steps to enact appropriate boundaries around its work for DCF and NAFI to ward against any perception of conflict, including suspending active consultation with NAFI during the time in which Respondent was actively providing services for, or reporting to, DCF.

**NOW THEREFORE**, the Ethics Enforcement Officer of the Connecticut Office of State Ethics and Respondent hereby enter into this Consent Officer and hereby agree as follows:

### **III. JURISDICTION**

1. The Ethics Enforcement Officer is authorized to investigate Respondent's actions following the Complaint filed by a member of the public, and to enter into this Consent Order.
2. The provisions of this Consent Order apply to and are binding upon Respondent.
3. Respondent hereby waives all objections and defenses to the jurisdiction of the Ethics Enforcement Officer over matters addressed in this Consent Order.
4. Respondent waives any rights she may have under General Statutes §§ 1-80, 1-82, 1-82a, 1-87 and 1-88, including the right to a hearing or appeal in this case, and agrees with the Ethics Enforcement Officer to an informal disposition of this matter as authorized by General Statutes § 4-177(c).
5. Respondent consents to jurisdiction and venue in the Connecticut Superior Court, Judicial District of Hartford, in the event that the State of Connecticut seeks to enforce this Consent Order. Respondent recognizes that the Connecticut Superior Court has the authority to specifically enforce the provisions of this Consent Order, including the authority to award equitable relief.
6. Respondent understands that it has the right to counsel, and has been represented by counsel of its choosing throughout.

7. The undersigned representative of Respondent has authority to sign on behalf of Respondent, and authority to bind Respondent to the terms set forth herein.

**IV. ORDER**

**NOW THEREFORE**, pursuant to General Statutes § 4-177(c), the Office of State Ethics hereby **ORDERS** and the Respondent CORE Associates, LLC agrees, that:

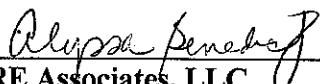
1. Pursuant to General Statutes § 1-88(a)(1), Respondent will cease and desist from committing any violation of General Statutes § 1-86e.

2. Pursuant to General Statutes § 1-88(b), CORE will pay a civil penalty to the State in the amount of \$2,500 (two thousand five hundred dollars) for its violation of General Statutes § 1-86e.

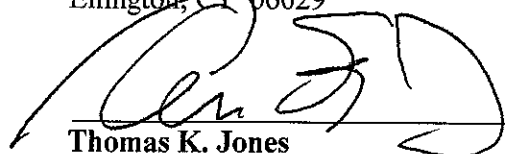
3. Respondent agrees to comply with the requirements of the Code of Ethics for Public Officials.

WHEREFORE, the Ethics Enforcement Officer and Respondent hereby execute this Stipulation and Consent Order dated April 8, 2009.

Dated: 5-27-09

  
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**CORE Associates, LLC**  
10 Ellridge Place  
Ellington, CT 06029

Dated: 6/2/09

  
\_\_\_\_\_  
**Thomas K. Jones**  
Ethics Enforcement Officer,  
Enforcement Division,  
State of Connecticut Office of State Ethics  
18-20 Trinity Street  
Hartford, CT 06106  
(860)263-2390