STATE OF CONNECTICUT
OFFICE OF STATE ETHICS

Advisory Opinion No. 2026-3

July 16, 2026

Question Presented: **Whether a former Commissioner of the Connecticut Department of Correction (Connecticut DOC) may, within one year of leaving his state office, accept employment with Securus Technologies, a Connecticut DOC contractor, without running afoul of the Code of Ethics for Public Officials (Code), and whether the Code places any limitations on his "future activities" on its behalf.**

Brief Answer: **Based on the facts presented—specifically the fact that the former Commissioner did not, within his last year of state service, participate substantially in, or supervise, the negotiation or award of any state contracts with Securus Technologies—the Code does not prohibit him from accepting this post-state employment, provided that he abides by the Code's other post-state employment provisions.**

At its June 18, 2026 regular meeting, the Citizen's Ethics Advisory Board (Board) granted the petition for an advisory opinion submitted by Angel Quiros, a former Commissioner of the Connecticut DOC. The Board now issues this advisory opinion under General Statutes § 1-81 (a) (3) of the Code, which is binding on the Board concerning the person who requested it and who acts in good-faith reliance thereon, and is based solely on the facts provided by the petitioner.

Background

In his petition, Mr. Quiros provides the following facts for our consideration:

> I am a retired employee of the Connecticut Department of Correction as of May 1, 2026 and I was appointed Commissioner of DOC from July 1, 2020 until my retirement. I have received an offer of employment from Securus Technologies who currently maintains a contract with the State of Connecticut. I respectfully request an advisory opinion regarding whether my acceptance of employment with Securus Technologies is permissible under the Connecticut Code of Ethics for Public Officials and State Employees. During my state employment, I was not personally or substantially involved in the negotiation, award, renewal, administration or management of the contract between the State and Securus Technologies. In addition, I recused myself from any matters involving Securus Technologies and its contractual relationship with the State. Specifically, I seek guidance as to whether Connecticut's Post-State Employment restrictions permit me to accept employment with Securus Technologies under these circumstances and whether any limitations apply to my future activities on behalf of Securus Technologies.
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> Accordingly, I respectfully request an Advisory Opinion confirming whether my acceptance of employment with Securus Technologies would be permissible under Connecticut law and identifying any restrictions that may apply.

Additional facts will be set forth below.

Analysis

We start, as we generally do, with the issue of jurisdiction. Section 1-81 (a) (3) empowers the Board to issue advisory opinions to "any person subject to the provisions of" the Code, including "Public officials." The Code defines "Public official" to include, among others, "any person appointed to any office of the . . . executive branch of state government by the Governor or an appointee of the Governor, with or without the advice and consent of the General Assembly . . . ." General Statutes § 1-79 (11). General Statutes § 4-38c lists the Connecticut DOC as part of the state's executive branch, and Mr. Quiros was appointed as its Commissioner by the Governor. See General Statutes §§ 4-7 and 18-80.[1] Accordingly, the Board is statutorily authorized to issue an advisory opinion to Mr. Quiros, a former "Public official" who is now subject to the Code's four primary post-state employment provisions.

Because Mr. Quiros retired from state service approximately three months ago, he remains subject to the Code's two one-year provisions, housed in subsections (b) and (f) of General Statutes § 1-84b, as well as its two lifetime bans, housed in General Statutes §§ 1-84a and 1-84b (a), each of which we will address and apply in turn.

The core question here is whether § 1-84b (f) prohibits Mr. Quiros from accepting employment with Securus Technologies within his first year after leaving state service. Section 1-84b (f) provides, in relevant part, as follows:

> No former public official or state employee (1) who participated substantially in the negotiation or award of . . . a state contract valued at an amount of fifty thousand dollars or more . . . or (2) who supervised the negotiation or award of such a contract or agreement, shall accept employment with a party to the contract or agreement other than the state for a period of one year after his resignation from his state office or position if his resignation occurs less than one year after the contract or agreement is signed. . . .

Underlying that language is this purpose: "By destroying the incentive to handle contract negotiations so as to affect future employment it protects the State's interests and removes the suspicion that a State servant has conducted his work in a way to facilitate his future employment." Advisory Opinion No. 86-9.

Applying § 1-84b (f) here, Mr. Quiros may not—for one year after he left his Connecticut DOC position—accept employment with a party to a state contract (such as Securus Technologies) valued at $50,000 or more if two things hold true: (1) he participated substantially in, or supervised, the

[1]Section 18-80 provides that "In accordance with the provisions of section 4-5 to 4-8, inclusive, the Governor shall appoint a Commissioner of Correction who shall be the administrative head of the department. . . ."

negotiation or award of that contract, *and* (2) it was signed within his last year of state service. This provision also applies to contract amendments and extensions, and supplemental contracts. Id. ("Those affected are persons involved in the contracting process who have exercised discretionary authority in shaping the terms or have otherwise participated in or supervised, in a personal and material way, the negotiating or awarding of a contract or contract amendment having at least the threshold value.")

As to what is meant by the terms "participated substantially" and "supervised," the regulations say only this: "substantial participation shall be construed to mean participation that was direct, extensive and substantive, not peripheral, clerical or ministerial." Regs., Conn. State Agencies § 1-81-38 (a). Fortunately, Advisory Opinion No. 87-8, which dates back to § 1-84b (f)'s inception, adds further detail, noting that the provision applies to state employees and public officials

- "who have discretionary power to affect the terms of a contract -- the specifications, for example";
- "who review proposals and make recommendations, other than clerical or perfunctory ones, as to bids to be considered or accepted";
- "whose responsibilities require them to become involved to a significant, material degree in the evaluation or decisional processes leading to the award of a contract";
- "who have such a major responsibility for awarding the contract -- such as final approval -- that it is unlikely that a person did not become involved personally and substantially in the contract award"; and
- "who in fact exercise supervisory authority in the negotiation or award of a contract, although not specifically required to do so."

Put another way, "the application of § 1-84b (f) is not limited to final approval; rather, it includes all substantive involvement that leads to the final approval. For example, making material suggestions that affect the subsequent decision-making process, making recommendations to one's supervisors, or otherwise providing substantive input will trigger the § 1-84b (f) prohibition." Advisory Opinion No. 2018-2; see also Advisory Opinion No. 2022-1 ("contributing input that others may use to negotiate a contract, including but not limited to providing information to help determine an agency's needs, is considered substantial participation").

Mr. Quiros provides, in relevant part, as follows:

> I retired from the Connecticut Department of Correction after a lengthy career in state service. Subsequent to my retirement, I received an employment offer from Securus Technologies who currently maintains a contractual relationship with the State of Connecticut, Department of Correction. At no time during my employment with the Connecticut Department of Correction did I personally negotiate, recommend, approve, evaluate, award, supervise, administer, amend or renew the contract between the State of Connecticut and Securus Technologies. I was not a member of any procurement team responsible for the contract and did not supervise individuals engaged in the negotiation or award of the contract. To avoid any actual or perceived conflict of interest, I recused myself from any discussion, decisions, recommendations, or action involving Securus Technologies and the State of Connecticut. [Please refer to the memorandum dated February 28, 2022 and addressed to Deputy Commissioner Sharonda Carlos where I formally recused myself from the contractual process involving Securus Technologies].
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> Based on these facts, I believe that my acceptance of employment with Securus Technologies is consistent with the intent and requirements of the Connecticut Code of Ethics because I was not personally or substantially involved in the negotiation or award of the contract and affirmatively recused myself from matters involving Securus Technologies and the State of Connecticut.

The internal February 28, 2022 memorandum to which he refers—a letter from Mr. Quiros to Connecticut DOC Deputy Commissioner Sharonda Carlos—provides as follows:

> As you are aware, I have family members who work for Securus Technologies. Securus Technologies currently holds the contract

> for telephone service to incarcerated individuals. It also holds the contract (through its subsidiary JPAY) for tablets for incarcerated individuals. My understanding is that the telephone contract is coming up for rebid.
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> In order to avoid any appearance of a conflict of interest due to my family's employment, I hereby delegate to you any and all of my powers to oversee the process for the new telephone contract including, but not limited to, reviewing bids, deciding on the winning bid, contract negotiations, and signing a new contract with the winning bidder. I also do not wish to discuss any of these issues with you until after a contract is signed. Please let me know if you have any questions about the scope of your authority in this respect.[[2]]

When asked by email communication whether, *during his last year of state service,* he provided information or made recommendations or provided any other substantive input whatsoever to others (e.g., helping to define the Connecticut DOC's needs) during any contract negotiations/awards (including those for modifications, extensions or supplemental contracts) valued at $50,000 or more between the State and Securus Technologies or any parent, subsidiary, or entity otherwise related to Securus Technologies,[3] Mr. Quiros replies "no." In the same email communication, Mr. Quiros further states that he did not sign any such contracts (including modifications, extensions or supplemental contracts) between the State and Securus Technologies or any parent, subsidiary, or entity otherwise related to Securus Technologies. Provided that this is the case, and based on the facts provided, we conclude that § 1-84b (f) does not bar the petitioner from accepting

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[2]As a sidenote, Securus Technologies was not a "business with which [the petitioner was] associated," as defined in § 1-79 (2), because the family members at issue—the petitioner's brother and sister—worked for Securus Technologies in "entry level job[s]." Further, their financial interests would not be impacted by any contracts between Securus Technologies and the Connecticut DOC. Accordingly, as was noted to the petitioner in a 2022 informal opinion issued by the Office of State Ethics Legal Division, he was not, during his tenure as Commissioner, required by the Code to recuse himself from matters involving Securus Technologies.

[3]In certain circumstances, where there is significant overlap between an entity and its parent, subsidiary, or another closely related entity, § 1-84b (f) prohibits a current or former state employee or public official from accepting employment with such overlapping entities for the one-year period after a state employee or public official leaves state service. See Advisory Opinion No. 88-5; Advisory Opinion No. 2004-14 (Amended).

employment with Securus Technologies during his first year after leaving state service.

The other one-year ban, which is housed in § 1-84b (b), provides, in relevant part, that

> [n]o former executive branch . . . public official . . . shall, for one year after leaving state service, represent anyone, other than the state, for compensation before the department, agency, board, commission, council or office in which he served at the time of his termination of service, concerning any matter in which the state has a substantial interest. . . .

Its purpose, as stated in Advisory Opinion No. 98-21, is to establish "a 'cooling-off' period to inhibit use of influence and contacts with one's former agency colleagues for improper financial gain."

In his email communication (mentioned above), Mr. Quiros outlines his potential job duties at Securus Technologies as follows:

> 1) Building and strengthening relationships with Commissioners, Sheriffs, DOC Leadership, and other key stakeholders throughout the Northeast.
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> 2) Facilitating introductions and executive level engagement opportunities where additional access or influence would be beneficial.
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> 3) Providing strategic guidance regarding agencies priorities, procurement activity, political dynamics and market trends.
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> 4) Supporting customer retention efforts through executive relationship management and proactive engagement with key accounts.
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> 5) Conducting consultative due diligence, including stakeholder mapping, competitive intelligence, and opportunity assessments to improve positioning and outcomes.

He clarifies in the same email that his "post-state employment with Securus Technologies will not involve interaction with the [Connecticut DOC]." If, by these statements, he means that during his first year after leaving state service he may be representing Securus Technologies and interacting with departments of correction *in other states* "throughout the Northeast," *but not with the Connecticut DOC*, then such activities would not be prohibited by § 1-84b (b), as explained below.

During his first year after leaving state service (until May 1, 2027), § 1-84b (b) prohibits Mr. Quiros from performing his work in a manner that reveals his identity to the *Connecticut* DOC. For example, "he may not appear in person before the agency, phone the agency, nor submit documentation containing his signature, professional stamp or letterhead." Advisory Opinion No. 2001-21. That said, Mr. Quiros may use his expertise "behind the scenes" (e.g., preparing paperwork or advising colleagues) as long as his role is not apparent and he is able to perform his work with no possibility of having his identity revealed to the Connecticut DOC. He may not, however, attempt to use his influence by, for example, having Securus Technologies submit documents to the Connecticut DOC with his name or signature on them. See Advisory Opinion No. 2004-15 (former state employee "would be permitted under . . . §1-84b(b) to assist [her post-state employer] 'back at the office,' so long as her role in the matter is not apparent to [her former state agency]"). Thus, provided that *Mr. Quiros performs any work at Securus Technologies related to the Connecticut DOC during his first year entirely "behind the scenes" as described herein*, he would not run afoul of § 1-84b (b).

Turning now to the two lifetime bans, the first, § 1-84b (a), provides, in relevant part, as follows:

> No former executive branch . . . public official or state employee shall represent anyone other than the state, concerning any particular matter (1) in which he participated personally and substantially while in state service, and (2) in which the state has a substantial interest.

This provision's purpose is to prevent "side-switching in the midst of on-going state proceedings to obtain improper benefit in subsequent dealings involving the State's interests." Advisory Opinion No. 89-37. To that end, "represent" is broadly defined as taking "any action whatsoever regarding any particular matter . . . ." Regs., Conn. State Agencies § 1-81-33. "Particular matter," however, is defined narrowly to include actions of specific application (i.e., contracts, investigations, inspections, etc.), rather than those of general application (i.e., statutes, regulations, general policy, etc.). Declaratory Ruling 2011-B. Finally, "substantial participation" is defined as "participation that was direct, extensive and substantive, not peripheral, clerical or ministerial." Regs., Conn. State Agencies § 1-81-32. Mr. Quiros provides: "I do not intend to represent the company before the [Connecticut DOC] or any other state agency in connection with any matter in which I personally and substantially participated during my state employment." As "side switching" matters are very fact-specific, should a situation arise at Securus Technologies that Mr. Quiros believes may implicate this provision, he should reach out to the Legal Division of the Office of State Ethics for further advice.

The other lifetime ban—and the final post-state employment provision to which Mr. Quiros is subject—is § 1-84a. Under that provision, "[n]o former executive . . . branch . . . public official . . . shall disclose or use confidential information acquired in the course of and by reason of his official duties, for financial gain for himself or another person." The term "Confidential information" is defined, in General Statutes § 1-79 (21), as:

> any information in the possession of the state, a state employee or a public official, whatever its form, which (A) is required not to be disclosed to the general public under any provision of the general statutes or federal law; or (B) falls within a category of permissibly nondisclosable information under the Freedom of Information Act, as defined in section 1-200, and which the appropriate agency, state employee or public official has decided not to disclose to the general public.

Such confidential information "may be in any form (written, photographic, recorded, computerized, etc.) including orally transmitted information; *e g.*, conversations, negotiations, etc." Advisory Opinion No. 88-6. "Otherwise, a public official or state employee could avoid the requirements of the Code by choosing not to reduce important data and information to writing." Advisory Opinion No. 90-7.

Concerning confidential information, Mr. Quiros provides as follows:

> I did not receive, retain, or use confidential procurement information concerning the company that could provide a competitive or financial advantage. I understand that any confidential information obtained during my state service remains protected and may not be disclosed or used for personal gain or the benefit of another party.

Here, then, in the context of his post-state employment with Securus Technologies (or with any other person), Mr. Quiros must refrain from using any confidential information he gained while in state service *for his own financial gain or for that of Securus Technologies (or any other person).*

Conclusion

Based on the facts presented, we conclude that § 1-84b (f) does not prohibit Mr. Quiros from accepting employment with Securus Technologies within his first year after leaving state service, and he may engage in the proposed post-state employment with this entity, provided that he abides by the limitations discussed herein with respect to the three other post-state employment provisions.

By order of the Board,

Dated July 16, 2026

N. Beth Cook
Chairperson