

## Resource Alignment / Funding Analysis Committee Meeting

March 31, 2021

Via zoom - <https://us02web.zoom.us/j/89017215719?pwd=NmZDZW0vZkFZeEh4WWg5WHRXMG8rZz09>  
password 5Xv6ET

### AGENDA

- **Welcome**

*Kim Menke, Chair*  
Toyota Manufacturing
- **Introduction of Members**
- **Strategy update - Overview of funding spreadsheet & discussion**
- **Policy Overview & Updates**
  - Policy 15—002 update
  - Conflict of Interest Policy
- **Next Steps for Committee**
- **Next Meeting**
- **Adjournment**



**Resource Alignment & Funding  
Committee Meeting  
March 31, 2021  
DRAFT MINUTES**

**MEMBERS PRESENT:**

Kim Menke - <b>CHAIR</b>	x	Dr. Bob Jackson	
Adam Hinton		David Horseman	x
Rob Southard	x	Jon Davidson	
Karen McFadyen	x	Judge Orbrey Gritton	
Jessica Cunningham		Michael Gritton / Jeff Whitehead	x
Scott Secamiglio	x	Tom Underwood	
Michelle DeJohn	x	Dr. Kathy Sheppard-Jones, Director	
Susan Rieber		Amanda Curry	x
Donietta Hawkey	x	Cora McNabb	
Mary Pat Regan		Mayor Robert Blythe	x
Lee Nimocks		Representative Bobby McCool	
BG Steven Bullard	x	Sadiqa Reynolds	
Katie Smith or Sarah Butler		Sharon Price	
Cali Mills	x	John Greene	x
Sec. Eric Friedlander / Jackie Richardson	x	Sonya Bergman	
Stacy Woodrum		Susan Simmons	x
Wendel Followell and Shaun McKiernan		James Cole	x

**CABINET STAFF PRESENT:** Commissioner Marty Hammons, Deputy Commissioner Honor Barker, Tim Wireman, Stefanie Ebbens-Kingsley, John Lyons, Jacob McAndrews, Debbie Dennison

**CALL TO ORDER**

Kim Menke, Chair, called the meeting to order at 9:32am.  
He provided a brief summary of the committee goals and walked through the agenda.

**Introduction of Members**

Kim welcomed new and original members alike and encouraged each to introduce themselves and provide some background about themselves.



### **Strategy Update – Overview of funding spreadsheet / Discussion**

Deloitte has pulled together program and funding data directed towards workforce development from cabinet and educational institutions. The KWIB will provide the data to committee members for review. The goal is to analyze and identify duplicative efforts and redirect funds as able, to reduce barriers in our primary target populations (and others) and get more Kentuckians participating in our workforce. Another goal is to identify, and put into place, best practices unilaterally.

### **Policy overview and updates**

A summary of requested changes to Policy 15-002 was given by Stefanie Ebbens-Kingsley to the committee. A motion to accept the changes was made by Karen McFadyen and the motion was seconded by BG Steven Bullard. The motion carried unanimously, with no one dissenting.

Stefanie provide a review of the Conflict of Interest policy 21-009. A motion to accept this policy was made by BG Steven Bullard and the motion was seconded by Rob Southard. The motion carried unanimously with no one dissenting.

### **Committee Next steps**

- Review other state workforce delineation of funds – ie. Texas and Florida
- Review current strategy and programs / funding and identify duplications
- Doodle poll for next meeting forthcoming

### **ADJOURNMENT**

Kim Menke adjourned the meeting at 10:43am.



**Resource Alignment &  
Funding Committee Meeting  
October 29, 2020  
DRAFT MINUTES**

**MEMBERS PRESENT:** Kim Menke, Kevin Smith, Jessica Cunningham, Steve Bullard, Rob Southard, Michael Gritton, Mary Rosenthal, Lee Nimocks, Shawn McKiernan, Karen McFadyen, Stacy Woodrum

**CABINET STAFF PRESENT:** John A. Lyons, Heather Seward, Stefanie Kingsley, Michelle DeJohn, Debbie Dennison

**CALL TO ORDER** - **Kim Menke, Chair** called the meeting to order at 2:03pm

**MEETING AGENDA:**

➤ **Status of KWIB / Members**

- *Kim Menke, Chair, began by thanking participating members, talking through some of the recent changes to administration and the Board. Kim confirmed the Executive order reaffirmed the Strategic plan and the direction of this committee.*

➤ **Draft Funding Resource Map**

- *Kim Menke briefly reviewed the Funding Resource Map. The resource map was created by Deloitte and is being implemented and used to track the funding that are coming into the different entities that are related to Workforce.*

*We are continuing to collect the data that will be provided within this report for a finalized version that will clearly demonstrate the dollars that are utilized to avoid any gaps within the nine workforce populations. Heather with Deloitte confirmed that we are still awaiting CHFS and CPE information but should not be long.*

➤ **Review of three (3) DWI policies where updates are being requested by EDWC / DWI**

- Review of requested changes within the EDWC / DWI for **Policy 17-001** – changes unopposed; Michael Gritton motioned to pass; Steve Bullard seconded motion; motion carried.
- Review of requested changes within the EDWC / DWI for **Policy 17-002** – changes unopposed; Steve Bullard moved to pass; Michael Gritton seconded motion; motion carried.
- Review of **Policy 15-002** met with three (3) issues to move forward. In short, discussion included the following:
  - Change request to have only one (1) point of contact within the LWDA's opposed; **Michael Gritton** explained that with dual city/county territories, multiple contacts is optimal for perspective, and coverage.



- Requiring need to designate a third party fiscal agent; **Michael Gritton** suggested it is red tape and poor use of funds to require it.
- Page 6 , Item 12 – requiring a signature for incoming LWDA CLEO's are not needed per **Michael Gritton** (adds red-tape to transition)
  
- **ACTION:** Next meeting will be held after the new year. An email will come from John / Debbie reconfirming committee member's participation. Stephanie Kingsley, general counsel, stated that if these are incorporated into regs, changes would need to through the regular process for the Cabinet.
  
- **Next Meeting** A Doodle Poll will be created and sent to the committee with proposed dates for the next meeting.
  
- **Adjournment** –Kim thanked everyone and adjourned the meeting at 3:14pm

DRAFT

COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF WORKFORCE INVESTMENT  
(502) 564-7456

**POLICY NAME:** Workforce Innovation and Opportunity Act - Interlocal Agreements, Chief Local Elected Official and Local Elected Official Roles and Responsibilities

**POLICY NUMBER:** 15-002 (20)

**DATE OF REISSUE:** March 4, 2015; revised March 31, 2017, November 30, 2020 and reissued March X, 2021

**EFFECTIVE DATE:** March 31, 2017

**APPLIES /OF INTEREST TO:** Local Workforce Development Boards (LWDBs), Local Workforce Development Areas (LWDAs) staff, Chief Local Elected Officials (CLEOs) and Local Elected Officials (LEOs)

**POINT OF CONTACT:** Division Director, Department of Workforce Investment (DWI), Rachel.Adams@ky.gov

---

**PURPOSE:** This policy provides guidance and clarification to LWDAs relating to the Interlocal Agreement process and the roles and responsibilities under WIOA. The modification of the procurement process for a fiscal agent contained in this policy will require Local Workforce Development Boards to provide proof of sufficient firewalls, and demonstrate implementation of a comprehensive conflict of interest policy that complies with the Executive Branch Code of Ethics and WIOA Sunshine provisions. The designated fiscal agent will remain subject to monitoring, and all of the provisions provided in DWI Policy 16-023.

---

**BACKGROUND:**

WIOA Section 107 and 20 C.F.R. §679 subpart C provide guidance and direction on the role of the CLEO(s) and LEO(s) in the LWDA as designated by the Governor. Realizing that local employment and training programs cannot be fully effective or implemented without intergovernmental coordination because such programs and their implementation cross governmental, departmental, agency, and political jurisdictions, LEOs shall enter into a written Interlocal Agreement. The Kentucky Interlocal Cooperation Act, KRS 65.210 through 65.300, permits local governmental units, upon approval by each fiscal court and the Department for Local Government, to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to thereby provide services and facilities in a manner and form that will best accord with geographic, economic, population and other factors which influence the needs and development of local communities.

---

## POLICY: INTERLOCAL AGREEMENT

As noted in WIOA Section 107(c)(1)(B), when a LWDA includes more than one unit of government, the LEO of each unit may execute a written agreement that specifies the responsibilities of the CLEO(s) and the individual LEO(s):

*WIOA Section 107(c)(1)(B) MULTIPLE UNITS OF LOCAL GOVERNMENT IN AREA.—*

- (i) IN GENERAL.—In a case in which a local area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials—*
  - (I) In the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria established under subsection (b); and*
  - (I) In carrying out any other responsibilities assigned to such officials under this title.*
- (ii) LACK OF AGREEMENT.—If after a reasonable effort, the chief elected officials are unable to reach agreement as provided under clause (i), the Governor may appoint the members of the local board from individuals so nominated or recommended.*

### **Additional DWI Guidance/Clarification:**

An Interlocal Agreement is required for each LWDA.

The above policy applies except in such areas designated as Concentrated Employment Programs:

*In the case of an area that was designated as a local area in accordance with section 116(a)(2)(B) of the Workforce Investment Act of 1998 (as in effect on the day before the date of enactment of this Act), and that remains a local area on that date, the governing body of the concentrated employment program involved shall act in consultation with the chief elected official [CLEO] in the local area to appoint members of the local board, in accordance with the State criteria established under subsection (b), and to carry out any other responsibility relating to workforce investment activities assigned to such official under this Act. (WIOA § 107(c)(1)(C)).*

All LEOs in a workforce area shall enter into an agreement that determines how the LWDB nominees will be selected, appointed, removed or reappointed. The process must be documented in the Interlocal Agreement. The LEOs shall enter into an Interlocal Agreement as a requirement to appoint the LWDB.

In addition to the Interlocal Agreement, the LEOs also shall enter into a Partnership Agreement with the LWDB. The Interlocal Agreement and the Partnership Agreement which are the two governing documents must be consistent. The requirement for consistency applies to any item that is addressed in both governing documents. Both agreements are dynamic documents that can, and should, be amended when a need or desire arises and the respective signatories agree.

**Interlocal Agreement Required Inclusions.** LEOs must enter into an agreement with each other that, at a minimum, include the following sections:

**(1) Purpose of the Agreement.** Describe the purpose and the term of the Interlocal Agreement (not to exceed five years).

**(2) Designation of a Chief Local Elected Official.** The CLEOs are required by WIOA to approve or provide guidance on a number of LWDB activities. Therefore, the Commonwealth requires LEOs to select a CLEO who will act on behalf of the other LEOs and to include the following information in the Interlocal Agreement:

- a) Selection/appointment process and term of the CLEO(s), which must include steps to ensure that his/her duties would not create or be perceived to create a conflict of interest between the consortium of LEOs, LWDB, fiscal agent or administrative entity;
- b) The designation of the CLEO(s) to serve as the signatory for the LEOs;
- c) Outline the process by which the CLEO(s) will appoint members to the local board from the individuals nominated or recommended to be such members in accordance with the criteria established under WIOA Section 107(b), 20 C.F.R. § 679.320-360 and DWI Policy 15-001;
- d) Outline how the CLEO(s) will partner with the local board to create a local plan required by WIOA Section 107(d)(1) and for program oversight as outlined in WIOA Section 107(d)(8); this provision shall ensure that if not already included in the original or amended Interlocal Agreement, an addendum be executed that contains the identification of what decisions will be required to go through the full board;
- e) Outline any criteria by which the CLEO(s) shall agree to local board activity in WIOA Section 107(d)(10) and (12);
- g) Outline the criteria by which the CLEO(s) shall agree to a local board's request to provide career services or service as a one-stop operator;
- h) Name, title, and contact information of the appointed CLEO(s); and
- i) Implement and enforce a conflict of interest policy that applies to all LEOs, contracted partners, subrecipients, and service providers that follows KRS Chapter 11A, the Executive Branch Code of Ethics.

To avoid conflict of interest, the CLEO(s) shall not serve as an officer on any Board or other entity that governs the fiscal agent or service delivery provider. In addition, the Board must implement conflict of interest policies for their local area, and provide them to DWI for review and approval that complies with KRS Chapter 11A and 20 C.F.R. §§679.410-430 to ensure sufficient firewalls are in place to prevent conflicts from arising.

**(3) Participating Local Elected Officials.** The agreement must contain the name, representation, contact information and signature of each LEO in the local area. The Interlocal Agreement shall require a governing board of LEOs and bylaws and shall not be administratively attached to the fiscal agent, grant subrecipient, one-stop operator, or service provider.

**(4) Dispute Resolution.** The Interlocal Agreement must state how disputes among LEOs will be resolved regarding LWDB board appointments and carrying out other responsibilities under WIOA.

**(5) Grant Subrecipient Designation.** The CLEO(s) may designate an entity to serve as the local grant subrecipient for WIOA funds. In making such designation, the LEOs shall carry out a competitive procurement process approved by the DWI for grant subrecipient services, including a Request for Proposals that has been reviewed and approved by the DWI and which provides that proposals will be evaluated and ranked based upon criteria including but not limited to quality of services, demonstrated experience of quality service delivery, cost, conflict of interest policies, and history of fiscal integrity.



Such designation shall not relieve the CLEO(s) of the primary liability for any misuse of grant funds. The CLEO(s)' liability may be apportioned among all of the LEOs in the Interlocal Agreement.

**(6) Fiscal Agent.** There will be no requirement to procure for a local fiscal agent. The Interlocal Agreement will describe the process for contracting a fiscal agent, but the Board must have in place a conflict of interest policy as it applies to the fiscal agent, and the members of the Board or the direct service provider, that meets that standards set forth in KRS Chapter 11A and 20 C.F.R. §679.430 to ensure sufficient firewalls are in place to prevent conflicts from arising. Prior to the Program Year beginning July 1, 2021, all Local Workforce Development Boards must submit a draft MOA for the designated Fiscal Agent, to be approved by DWI that contains sufficient conflict of interest provisions.

**(6) Grant Recipient/Liability of Funds.** The Interlocal Agreement must indicate the CLEO(s)' acknowledgement of financial liability as noted in WIA 107(d)(12)(B)(i)(I) and outline the process for determining each LEO's share of responsibility. This determination could be based on allocation, population, expenditures, or other criteria determined by the LEOs. The Interlocal Agreement must contain a detailed process for reconciling disallowed costs. In most cases, liability for costs which are recommended for disallowance and which are not resolved, rest with the entity responsible for incurring the cost. In the event the entity responsible cannot or will not assume the liability, the Interlocal Agreement must provide the process on how funds will be reimbursed.

**(7) Local Area Service Delivery Provider.** As authorized in WIOA Section 107(g)(2), 20 C.F.R. §679.410(a) and (b), and 20 C.F.R. §678.610, a LWDB may provide career services described in WIOA Section 134(c)(2) through a one-stop delivery system or be designated or certified as a one-stop operator only with the agreement of the CLEO(s) and the Governor. See WIOA Policy regarding LWDB Member Nomination Guidelines, DWI Confirmation Process and Board Certification (effective 7/1/2015) for conditions to obtain the Governor's consent including a competitive procurement.

In cases where the LWDB does not seek to provide career services, WIOA Section 121(d)(2) states that -- to be eligible to receive funds under this subtitle to operate a one-stop center -- an entity (which may be a consortium of entities) shall be designated or certified as a one-stop operator through a competitive process. This process shall be conducted by the LWDB and the one-stop operator shall be designated or certified by the LWDB with agreement of the CLEO(s) in accordance with WIOA Section 107(d)(10).

**(8) Communication.** Describe the process and procedures the CLEO(s) will utilize to keep the LEOs informed regarding LWDB activities. Determine how many times per year the LEOs will meet and how often a joint meeting with the LWDB will be held.

**(9) LWDB Budget Approval.** Describe the process for reviewing and approving the LWDB annual budget by the CLEO(s) (see WIOA Section 107(d)(12)(A)).

**(10) LWDB Member Representation.** Outline how LEOs will ensure LWDB representation is fair and equitable across the LWDA and in accordance with WIOA Policy regarding LWDB Member Nomination Guidelines and DWI Policy 15-001. Describe the process for determining the initial size of the LWDB and for selecting, appointing, removing or reappointing LWDB members. Describe the process to determine the terms of office for Board members. LWDB appointments do not require the signature of all the LEOs, but rather only the signature of the designated CLEO(s) is required, as stated in the Interlocal Agreement.

**(11) Selection of a New Chief Local Elected Official.** When a new CLEO is selected in accordance with the Interlocal Agreement, the newly selected CLEO must submit to the LWDB and the DWI, a written statement acknowledging that he/she:

- a) Has read, understands and will comply with the current Interlocal Agreement; and
- b) Apprises DWI of the change in CLEO designation.

**(12) Election of a New Local Elected Official.** When a new LEO is elected within the LWDA, the newly elected official must submit to the LWDB a written statement acknowledging that he or she:

- a) Has read, understands, and will comply with the current Interlocal Agreement; and
- b) Reserves the option to request negotiations to amend the Interlocal Agreement at any time during the official's tenure as a LEO.

**(13) Amendment or Change to the Interlocal Agreement.** Outline the process to be used for amendments or changes to the Interlocal Agreement. All amendments or changes must be submitted to the LWDB and the DWI after approval by the Department of Local Government in accordance with KRS 65.210 through 65.300.

**(14) Single County Local Areas.** If any single county local area is designated, the LEO shall execute a written agreement that specifies his or her liability in accordance with WIOA.

**(15) Interlocal Agreement KRS requirements.** Upon completion of the Interlocal Agreement and all LEO signatures have been recorded on the Interlocal Agreement and approved by each fiscal court, the Agreement shall be sent to the Department for Local Government for approval in accordance with the provisions of KRS 65.210 through 65.300.

---

**REQUIRED ACTION:** Submit the following to DWI Division Director, Rachel Adams: an addendum to the Interlocal Agreement that identifies what decisions must be put to the full board for vote and that contains the process for how the local WDB will contract a fiscal agent. Please include with submission of the addendum a draft MOA for the fiscal agent and a comprehensive conflict of interest policy that will ensure (a) appropriate firewalls are in place to prevent conflicts and (b) the removal of the procurement process for fiscal agent.

---

**OTHER REFERENCES:**

Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 133-128, July 22, 2014)  
20 C.F.R. §679.410(a) and (b)  
20 C.F.R. §679.430  
20 C.F.R. §678.610  
20 C.F.R. §679 subpart C  
DWI Confirmation Process and Board Certification (effective 7/1/2015)  
The Kentucky Interlocal Cooperation Act, KRS 65.210 through 65.300.

---

COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF WORKFORCE INVESTMENT  
(502) 564-7456

**POLICY NAME:** CONFLICT OF INTEREST FOR ALL WORKFORCE PARTNERS

**Policy Number:** Date of Issue: 21-009

**Effective Date:** X, 2021

**Applies /Of Interest to:** CLEO's, LEO's, LWD Boards, and LWDA staff.

**For further information contact:** Rachel Adams, [Rachel.Adams@ky.gov](mailto:Rachel.Adams@ky.gov)

---

## **PURPOSE:**

To ensure the Workforce Innovation and Opportunity Act (WIOA) funded contracts, subcontracts, and purchase orders for (1) services to be provided by any contractor, sub-contractor, staff member of the Local Workforce Development Area (LWDA), member of the Local Workforce Development Board (LWDB) or entity they represent (collectively, "Interested Parties" and individually, as "Interested Party"), or (2) in which the Interested Party has, or has the potential to have, a financial interest; the objective of this Policy is to:

- Promote and maintain the faith and confidence of the public and assure the interests of the Commonwealth will be protected in all contracts.
- Ensure the provision of comprehensive employment related, and supportive services, responsive to the needs of employers, job seekers, and the community.
- Ensure individuals or representatives of organizations entrusted with public funds not personally or professionally benefit from the award or expenditure of such funds.

This policy is established to provide direction for the Interested Parties, as defined above, in order that business can be conducted within guidelines that will prevent actual, potential, or questionable conflicts of interest.

## **BACKGROUND**

WIOA mandates that workforce development boards be comprised of leaders from the following: business community, workforce, and education, including representatives from community-based organizations, providers of adult education and literacy, and institutions of higher education. Recognizing that key providers of workforce development and training services comprise the membership of the workforce board, which directs the distribution of funds for such services, WIOA permits the provision of WIOA funded services by members of a local board or a local board's standing committee, and the entities they represent, as

long as processes are in place that prevent a conflict of interest.

WIOA prohibits a member of the local board or standing committee from voting on a matter under consideration by the local board regarding the provision of services by the member or by an entity that the member represents or that would provide direct financial benefit to the member or his/her immediate family.

The LWDB is committed to providing effective workforce development, training, and improving the Commonwealth's economy, while maintaining the highest moral and ethical standards. All partners at all levels of participation in LWDB programs funded by WIOA are expected to read, understand, and apply this policy to ensure system integrity and effective oversight of LWDB programs.

Staff members of WDD, contractors, and sub-contractors with decision-making authority must also comply with the policy set forth by the WDB.

**POLICY:**

To prevent any actual or perceived Conflict of Interest, no Interested Party shall, in a decision-making capacity, engage in any activity, if a conflict of interest is involved, even in perception of impropriety or conflict of interest. This includes decision-making that involves the selection, awarding, or administering of grant or contract supported by WIOA funds. As such, no Interested Party shall participate in a decision, including but not limited to, casting a vote, on any matter which has direct bearing on services to be provided by the Interested Party, or any organization with which he or she is associated, or would otherwise be the basis for a conflict of interest.

The following standards are established and must be used for the processing of all WIOA funded contracts, subcontracts, and purchase orders directly or indirectly involving an Interested Party :

1. Prior to the submission of an application, proposal, or bid for funding, but no later than contract award, a Conflict of Interest Full Disclosure Certification (attached to this Policy) must be completed by the Interested Party to fully disclose and appropriately characterize the Interested Party's relationship, include any family member, with the entity seeking funding.
2. One Stop Operators must disclose any potential conflicts of interest arising from relationships with training and other service providers.
3. The cost of services charged to the Commonwealth must be reasonable, allowable, and allocable pursuant to 2 C.F.R. § 200 *et seq*, and the price of services charged to the Commonwealth must be same or similar as compared with the price charged by the entity to others for comparable services.
4. The Interested Party shall refrain from contacting or having discussions with LWDB members or DWI staff for the purpose of lobbying for the approval of any contract, subcontract, or purchase order related to services to be provided by the Interested

Party or entity the Interested Party represents, or that financially benefits the Interested Party, his/her family, or the entity the Interested Party represents.

5. The awarding of any contract, subcontract, or purchase order must be based on a competitive or standard application process, unless there is a determination at a meeting of the LWDB that the Interested Party or entity is a sole source provider.
6. The Interested Party cannot solicit or accept gratuities, favors, or anything of monetary value from awardees or other parties to an agreement.

The following additional standards are established and must be complied with for all contracts, subcontracts, purchase orders, grants and subgrants, directly or indirectly financially benefitting WDB and / or committee members:

1. Contracts, subcontracts, purchase orders, grants or subgrants, related to services to be provided by the LWDB or committee member, or entity the member represents, or that financially benefits the WDB or committee member, his/her family, or the entity the member represents can only be approved at a meeting of the full LWDB, unless the Executive Board is so authorized per the LWDB Bylaws.
2. The LWDB or committee member will recuse himself/herself from making, participating in making, or in any way attempting to use his/her official position to influence a decision on a contract, subcontract, purchase order, grant or subgrant.
3. The WDB or committee member will recuse himself/herself from any meeting, including but not limited to a WDB or committee meeting, where there is discussion pertaining to the contract, subcontract, purchase order, grant and/or subgrant. A full recusal is necessary – the member must leave the room during discussion and vote, if any. The conflict of interest disclosure made during WDB or committee meetings shall be documented in the meeting minutes, and the disclosure form attached to the minutes of the meeting.

---

## References

Title 2 Code of Federal Regulations Part 200

WIOA Sections 107(a) and 107(h) and 121(d)(4)

KRS Chapter 11A Executive Branch Ethics

I hereby certify under penalty of perjury that the Conflict of Interest Statement completed below fully discloses and appropriately characterizes my relationship, including that of any family member, with the entity seeking to provide Workforce Innovation and Opportunity Act (WIOA) funded services pursuant to a contract, subcontract, or purchase order with the LWDB and, to the best of my knowledge, warrants that the cost of the services to be provided is equal to or less than the price charged by the entity to others for comparable services.

**Name of Entity Applying:**

---

**Name of service/program/grant applying for: \_**

---

**Name of Interested Party:** \_\_\_\_\_

**Interested Party's connection to the Workforce Development Board (WDB) or the Workforce Development Department (WDD):**

I am (*check all that apply*):

- A Board Member  A Committee Member
- Staff  Currently under contract with the WDB/WDD  
for \_\_\_\_\_

**Conflict of Interest Statement:**

---

---

---

---

---

Interested Party Signature

---

Interested Party Printed Name

---

Date

DRAFT