



CITY OF OAKLAND  
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT  
OAKLAND WORKFORCE DEVELOPMENT BOARD

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**DIRECTIVE No:** 23-006  
**TO:** WIOA Service Providers  
**EFFECTIVE:** July 1, 2023  
**SUBJECT:** Conflict of Interest Policy  
Policy

**Purpose:**

To define the policies and procedures for Handling and Protecting Personally Identifiable Information (PII).

**References:**

- OMB Memorandum M-07-16, Safeguarding Against and Responding to Breach of Personally Identifiable Information (II.A.c.2.j) (May 22, 2007)
- Privacy Act of 1974 - 5 U.S.C. § 552a
- U.S. Department of Labor Employment and Training Administration's Training and Employment Guidance Letter (TGEL) No. 39-11 (June 28, 2012)

**Background**

This Conflict of Interest Policy is established to ensure that employees, officers, agents, and subrecipients of the City of Oakland Workforce Development Board (OWDB) to maintain the highest standards of integrity and impartiality in all activities related to contracts supported by Federal awards. The policy outlines the guidelines and procedures to identify, manage, and mitigate conflicts of interest.

**Definitions**

**Conflict of Interest:** An employee, officer, agent, or any member of the organization having a financial interest or tangible benefit and participating in the selection, award, or administration of a contract supported by a federal award.

**Firewall:** Established policies or procedures acting as barriers against undesirable influence, outcomes, or authority. Examples include clear separation of duties, reporting hierarchies, and conflict of interest agreements.

Subrecipient: An entity that receives federal funds through a pass-through entity to carry out part of a Federal program.

### **Conflict of Interest**

No employee, officer, agent, or subrecipient may participate in the selection, award, or administration of a contract supported by a Federal award if they have a real or apparent conflict of interest. This includes financial or other interests in a contractor considered for a contract, involving the employee, their immediate family, partner, or an organization employing any of the parties mentioned.

Contractors and subrecipients involved in developing or drafting specifications, requirements, or invitations for bids must be excluded from competing for such procurements to ensure objective performance and eliminate unfair competitive advantage.

Officers, employees, agents, and subrecipients must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

### **Standards of Conduct**

The organization must maintain written standards of conduct providing for disciplinary actions in case of violations by officers, employees, agents, or subrecipients.

If the organization has a parent, affiliate, or subsidiary organization not being a state, local government, or Indian tribe, it must maintain written standards of conduct covering organizational conflicts of interest.

### 5. Code of Conduct and Firewalls

A written code of conduct and clearly established firewalls must be in place for employees, agents, and subrecipients engaged in the award agreements or administration to avoid any internal or external conflict of interest.

### 6. Government Ethics Act Compliance

Under the Government Ethics Act, public servants and subrecipients cannot make, participate in making, or seek to influence government decisions in which they have a financial interest. This includes real property, sources of income, business investments, employment, management, gifts, and personal finances.

### 7. Categories of Financial Interests

Public servants and subrecipients must disclose and manage financial interests falling into the following categories:

Real Property  
Sources of Income  
Business Investments, Employment, Management  
Gifts  
Personal Finances  
8. Conflict Resolution

If a conflict arises, the involved party must abstain from any involvement in the decision-making process affecting the financial interest. This includes refraining from discussions and planning leading to the final decision.

Elected officials should publicly state the nature of the conflict at meetings and, if applicable, leave the room during relevant discussions.

#### Conclusion

This Conflict of Interest Policy aims to uphold transparency, fairness, and compliance with relevant regulations for all employees, officers, agents, and subrecipients. Adherence to these guidelines ensures the integrity of [Your Organization Name]'s activities related to contracts supported by Federal awards.

#### **Action Required:**

This information should be disseminated to all agency & provider staff.

#### **Inquiries:**

Questions regarding this policy should be directed to the OWDB Executive Director

#### **Effective Date:**

Immediately



## Participant Release of Information Form

### Authorization to Share Confidential Information and Records

I, \_\_\_\_\_, hereby authorize the release of my personal and confidential information to the Oakland Workforce Development Board (OWDB) and its partner agencies for the purpose of delivering services related to the Workforce Innovation and Opportunity Act (WIOA) or other federally funded programs.

I understand and acknowledge the following:

#### Sharing of Information

My personal and confidential information may be shared among OWDB partner staff and sub-contractors. The information will be used solely for the purpose of delivering services, and any further disclosure is prohibited.

Declining to Share: If I choose not to share my confidential information, it will not be shared among the partners of OWDB. The decision to decline sharing will not impact my eligibility for services.

I have read and understand how my information will be shared and protected. I acknowledge that I am providing this authorization voluntarily and that it is necessary for the delivery of services.

Participant Name:	
Participant Signature:	
Participant Date:	

<b><i>For Minors (17 and under)</i></b>	
Parent/Guardian Name:	
Parent/Gaurdian Signature:	
Date:	



# **Personally Identifiable Information and Confidentiality Agreement for Staff**

## **Introduction**

As staff, you play a crucial role in delivering services to individuals under programs funded through the Workforce Innovation and Opportunity Act (WIOA) and other funding sources. This Personally Identifiable Information and Confidentiality Agreement outlines your responsibilities in handling Personally Identifiable Information (PII) and emphasizes the Oakland Workforce Development Board (OWDB)'s commitment to safeguarding the privacy of individuals in accordance with applicable laws and regulations.

**Access to PII:** As staff, you may have access to PII collected from individuals participating in programs. This access is granted solely for the purpose of fulfilling job responsibilities.

**Confidentiality Obligations:** You are bound by strict confidentiality requirements. PII must be treated with the utmost confidentiality, and unauthorized disclosure is strictly prohibited.

**Use and Disclosure of Personally Identifiable Information Authorized Use:** PII may only be used for the purpose of providing and improving services under the WIOA or other funding sources, as per the relevant laws and regulations.

**Third-Party Disclosure:** PII should not be disclosed to third parties without explicit consent, except as required by law or as necessary for program administration, as permitted by applicable regulations.

## **Data Security Measures**

**Data Security:** Follow industry-standard security measures to protect PII from unauthorized access, disclosure, alteration, and destruction, in accordance with the Privacy Act of 1974 and other relevant regulations.

**Data Retention:** PII should only be retained for the duration necessary to fulfill program purposes and in compliance with applicable laws and regulations.

**Compliance:** Adhere to the policies outlined in this agreement and promptly report any potential breaches or concerns to the OWDB Executive Director.

## **Agreement**

You acknowledge and agree to the terms and conditions outlined in this Personally Identifiable Information and Confidentiality Agreement.

Staff Name:	
Staff Signature:	
Date:	