

- a. made through a paper system with a copy provided to the referred individual,
 - b. tracked by the One Stop Operator and, when possible,
 - c. emailed to the designated contact person at the partner agency, along with a phone call to ensure that the referral has been received. Tracking information is available upon request.
4. Each AJCC and partner provides a direct link or access to other AJCC partner staff that provides meaningful information or service, through colocation, cross training of AJCC staff, or real-time technology (two-way communication and interaction with AJCC partners that results in services needed by the customer). Also, though the use of the **Partner Matrix (see attachment A)**, the AJCC Partner Brochure for customer use, and AJCC Partner One-page Information handouts for staff use (in paper and electronic format).

(See Attachment C: Universal Referral Form)

VIII. Access for Individuals with Barriers to Employment

How the AJCC system will ensure access for individuals with barriers to employment:

1. Definition of the term “individuals with barriers to employment.”
 - a. Displaced homemakers
 - b. Low-income individuals
 - c. Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in WIOA section 166
 - d. Individuals with disabilities, including youth who are individuals with disabilities
 - e. Older individuals
 - f. Ex-offenders/Justice Involved
 - g. Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))
 - h. Youth who are in or have aged out of the foster care system
 - i. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
 - j. Eligible migrant and seasonal farmworkers, as defined in WIOA section 167(i)
 - k. Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)
 - l. Single parents (including single, pregnant women)
 - m. Long-term unemployed individuals
 - n. Such other groups as the Governor determines to have barriers to employment.
2. Commitment to offer priority of services for Veterans to recipients of public assistance, other low-

income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds.

- a. With respect to funds allocated to a local area for adult employment and training activities, priority shall be given to recipients of public assistance and other low-income individuals, and individuals who are basic skills deficient for receipt of WIOA career and training services. Local WDBs may establish additional priority groups for priority of service.
- b. WIOA provides for a workforce system that is universally accessible and customer centered, and for training that is job driven. Per the Workforce Innovation and Opportunity Act, Final Rule, effective October 18, 2016, the priority requirements described in this policy do not necessarily mean that only the recipients of public assistance and other low-income individuals can receive WIOA adult funded career and training services.
- c. Therefore, MCWDB stipulates that WIOA Program staff will also serve other eligible individuals who are not recipients of public assistance, other low-income individuals, or basic skills deficient individuals after first serving those who meet the established priority selection criteria.
- d. MCWDB's WIOA Adult program is statutorily required to provide priority to individuals described below in section (i. through iii.) MCWDB's policy requires that individuals described in (i. through iv.) are served in the following order:
 - i. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
 - ii. Individuals receiving public assistance, other low-income individuals, or individuals who are basic skills deficient.
 - iii. Veterans and eligible spouses who are not included in WIOA's priority groups.
 - iv. Individuals with family income under 250% of the Lower Living Standard Income Level (LLSIL) and for whom it is determined that the individual is in need of and can benefit from services. Long-term unemployed individuals with a barrier to employment may be enrolled under this priority. Employed individuals enrolled under this priority must have a barrier to self-sufficient employment.

Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority of Service does not apply to the WIOA Dislocated Worker program.

3. All parties to this MOU will ensure that their policies, procedures, programs, and services are in compliance with the Americans with Disabilities Act of 1990 and its amendments, in order to provide equal access to all customers with disabilities.

(See Attachment D: "AJCC One-Stop system map" - identifies the location of every comprehensive, affiliate, and specialized AJCC within the Local Area.)

IX. Shared Technology and System Security

Commitment to share data and technology as well to ensure that all data and systems are secure.

1. WIOA emphasizes technology as a critical tool for making all aspects of information exchange

possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC One-Stop System Partner agrees to the following:

- a. Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other relevant statutes or requirements.
- b. The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- c. Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- d. Maintain all records of the AJCC customers or partners (e.g., applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence and use them solely for purposes directly related to such services.
- e. Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- f. Understand that system security provisions shall be agreed upon by all partners.

X. Confidentiality

1. The AJCC One-Stop System Partner agrees to comply with the provisions of WIOA as well as the applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other relevant statute or requirement to assure the following:
 - a. All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
 - b. No person will publish, disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
 - c. The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere and shall share information necessary for the administration of the program as allowed under law and regulation.
 - d. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
 - e. Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.