



# Montana Department of LABOR & INDUSTRY

1  
2 Division: Workforce Services Division  
3 Category: Programs  
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6 Policy No.: 01-17

## 7 Senior Community Services Employment 8 Program (SCSEP) Policy

9 **Background:** The Senior Community Service Employment Program (SCSEP) program, authorized by  
10 Title V of the Older Americans Act is the federally sponsored employment and training program targeted  
11 specifically to low income older individuals who want to enter or re-enter the workforce. The Montana  
12 Department of Labor and Industry (DLI) has been designated to administer SCSEP. DLI as the SCSEP grantee,  
13 contracts the operation of the program. The contract sub-recipient is selected through the Request for Proposal  
14 process.

15 DLI Workforce Services Division, hereinafter referred to as WSD, has been designated as the technical  
16 assistance and oversight entity for SCSEP.

17 **Scope:** This policy applies to all service providers operating SCSEP, SCSEP program managers, SCSEP  
18 fiscal officers and the SCSEP monitoring team. This policy is effective March 30, 2017.

### 19 Policy:

#### 20 SCSEP Eligibility Requirements and Suitability:

- 21 • To the extent possible, the SCSEP sub-grantee will focus on SCSEP eligible minorities and be familiar  
22 with the ethnic, racial, and cultural mix of the older adult populations within their areas to ensure  
23 recruitment efforts include potential clients of all backgrounds. The number of minority clients enrolled  
24 shall be in proportion to the population.
- 25 • SCSEP eligibility requirements. Criteria for determining SCSEP eligibility includes:
  - 26 ○ Age – an individual must be 55 years of age or older on the date eligibility is determined. There  
27 is no maximum age limit for participation in SCSEP.
  - 28 ○ Income – Individual or family income must not exceed 125 percent of the federal poverty level.  
29 A person with a disability may be treated as a family of one for the income calculation. The US  
30 Department of health and Human Services issues the income limits annually.
  - 31 ○ Place of Residence – An individual must reside in the state and county in which the sub-grantee  
32 is authorized to operate SCSEP. The Residence must be a permanent dwelling place. There is no  
33 requirement to the length of residence prior to enrollment.
  - 34 ○ Employment Status – Individuals must be unemployed at the time of eligibility determination  
35 and recertification.
- 36 • SCSEP priority of service. Priority must be given to individuals who have one or more of the following  
37 characteristics:

- 1           ○ 65 years of age or older;
- 2           ○ Have a disability;
- 3           ○ Have limited English proficiency or low literacy skills;
- 4           ○ Reside in a rural area;
- 5           ○ A veteran; or the spouse of a veteran who died of a service connected disability, is a member of
- 6           the armed forces on active duty missing in action more than 90 days, captured in the line of
- 7           duty by a hostile force, forcibly detained by a foreign government, or who meet program
- 8           eligibility requirements under Section 2 of the Jobs for Veterans Act, Public Law 107-288
- 9           (2002);
- 10          ○ Have low employment prospects;
- 11          ○ Have failed to find employment after utilizing services provided through the One-Stop system; or
- 12          ○ Is homeless or at risk for homelessness.
- 13          ● If the provider is meeting with clients and attending relevant community meetings in their recruitment
- 14          and outreach efforts and provides service to all eligible individuals, there is no need to apply the
- 15          priorities and preferences.

16 **Income Eligibility:**

- 17          ● For purposes of eligibility determinations income may be the income received during the 12-month
- 18          period that ends on the date of application or the annualized income for the 6-month period that ends
- 19          on the date of application. The method of calculating income that results in a more favorable outcome
- 20          for the individual must be used.
- 21          ● Included Income:
  - 22           ○ Earning, wages, commissions, bonuses, tips and self-employment income;
  - 23           ○ Benefits received under Title II of the Social Security Act, of which 75 percent will be counted as
  - 24           includable income;
  - 25           ○ Survivor benefits;
  - 26           ○ Pension or retirement income;
  - 27           ○ Interest income;
  - 28           ○ Dividends;
  - 29           ○ Rents, rental income, royalties, estates and trust;
  - 30           ○ Educational assistance;
  - 31           ○ Alimony;
  - 32           ○ Financial assistance from outside the household; and
  - 33           ○ Other income.
- 34          ● Excluded Income:
  - 35           ○ Unemployment compensation;
  - 36           ○ Benefit received under title XVI of the Social Security Act Supplement Security Income for the
  - 37           Aged, Blind and Disabled (SSDI);
  - 38           ○ Payment made to or on behalf of veterans or former members of the Armed Forces under the
  - 39           laws administered by the Secretary of Veterans Affairs;
  - 40           ○ 25 percent of a benefit received under title II of the Social Security Act;
  - 41           ○ Supplemental Security Income;
  - 42           ○ Public assistance;
  - 43           ○ Income from other employment and training programs;
  - 44           ○ Disability benefits;
  - 45           ○ All forms of child support;
  - 46           ○ Workers' compensation;
  - 47           ○ The first \$2,000 of certain per capita fund distribution that are made to Indians pursuant to the
  - 48           Indian Claims Act;
  - 49           ○ Any other income exception required by applicable federal law e.g., stipends from programs
  - 50           funded by the Senior Corps of National and Community Service;

- 1           o Capital gains received (or loss incurred) from the sale of property;
- 2           o Withdrawals of bank deposits;
- 3           o Money borrowed;
- 4           o Tax refunds;
- 5           o Gifts; and
- 6           o Lump-sum inheritances, insurance payments, gambling and lotter earnings.
- 7           • 2018 Health and Human Services poverty guidelines adapted for SCSEP 1/13/2018. Updated annually.

Size of Family Unit	48 Contiguous States and D.C.	(x125)	Alaska	(x125)	Hawaii	(x125)
1	\$12,140	\$15,175	\$15,180	\$18,975	\$13,960	\$17,450
2	\$16,460	\$20,575	\$20,580	\$25,725	\$18,930	\$23,663
3	\$20,780	\$25,975	\$25,980	\$32,475	\$23,900	\$29,875
4	\$25,100	\$31,375	\$31,380	\$39,225	\$28,870	\$36,088
5	\$29,420	\$36,775	\$36,780	\$45,975	\$33,840	\$42,300
6	\$33,740	\$42,175	\$42,180	\$52,725	\$38,810	\$48,513
7	\$38,060	\$47,575	\$47,580	\$59,475	\$43,780	\$54,725
8	\$42,380	\$52,975	\$52,980	\$66,225	\$48,750	\$60,938
For each additional person, add	\$4,320	\$5,400	\$5,400	\$6,750	\$4,970	\$6,213

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9 **Eligibility Determination:**

- 10           • Determination/Participation Application – The client application form documents eligibility and provides information on the applicant’s age, income, place of residence and current status of employment. To properly determine eligibility, the applicant’s personal information must be accurately recorded on the client application form and all supporting documents provided must be reviewed.
  - 14           o Sub-grantee staff shall ensure the applicant understands that by signing the client application form, he or she is affirming that all the information provided on the form is true, and if any of the information is found to be false after enrollment, he or she may be terminated immediately.
- 17           • Confidentiality and/or Sharing of Information on Application – The client application form contains personal information and, potentially, information on an applicant’s medical condition; therefore, it must be kept in a secure confidential location.
- 20           • Ineligible Applicants – If an applicant is determined to be ineligible for participation in SCSEP, the individual will be referred to a One-Stop Center or other employment and training partners for services.

22 **Documenting Eligibility:**

- 23           • Sub-grantee staff is responsible for documenting eligibility information and for recording that information on the client eligibility form. Examples of acceptable documentation for each eligibility requirement include:
  - 26           o Age – Birth certificate, Social Security award letter, driver’s license, and/or passport.
  - 27           o Income for self and family members – Social Security award letter, earning statements, pension statements, prior year income tax return, and/or bank statements showing interest.
  - 29           o Residence – Utility bill, voter’s registration card, and/or driver’s license. A physical address is required, not a post office box.
  - 31           o Unemployment status – Verify by Unemployment Insurance (UI) records where possible, reviewing bank records for payroll deposits, phone calls to former employers, and/or certification from another agency that has reviewed the documentation.

- 1           o Documenting a family of one – A signed self-certification is acceptable. If no other  
2           documentation exists, the Family Size Certification form may be used. When this method is  
3           used, case notes must reflect efforts to secure the appropriate documentation. In the event the  
4           applicant or client lives with other family members and the individual cannot produce any  
5           supporting official documentation, the family certification form may be used. If the applicant or  
6           client would like to qualify as a family of one because of his/her disability, the disability must be  
7           documented. This documentation may include medical documents, letter from Vocational  
8           Rehabilitation Services, disability-parking permit issued by the State, or for Social Security  
9           Disability Income (SSDI), the Social Security Administration’s benefits letter. If an individual does  
10          not want to qualify as a family of one, no declaration or documentation of disability is required.
- 11          • US citizenship is not a requirement for eligibility; however, the Immigration and Naturalization Service  
12          requires an Employment Eligibility Verification form (I-9) for every person hired after November 6, 1986.  
13          This form must be completed prior to enrollment.

#### 14   Recertification of Eligibility:

- 15          • Verification of eligibility must be completed every 12 months after initial determination of eligibility.

#### 16   Definition of Family:

- 17          • For determining income level for eligibility in SCSEP, a family include a householder and one or more  
18          living in the same household who are related to the householder by birth, marriage or adoption. This  
19          includes but is not limited to a husband, wife, dependent children, parent or guardian.
- 20          • An applicant or client that is claimed as a dependent on the federal income tax return of another family  
21          member with whom he/she resides is defined as a family of two or more.
- 22          • People related by birth, marriage or adoption and residing together are considered members of one  
23          family, including subfamily members.
- 24          • Subfamily is defined, as a family within a family or a married couple with or without children or one  
25          parent with one or more of his/her own never-married children less than 18 years old. A subfamily does  
26          not maintain its own household, but lives in the home of someone else.
- 27          • Related subfamily is defined, as a family within a family or a married couple with or without children or  
28          one parent with one or more of his/her own never-married children less than 18 years old. For example,  
29          while an adult daughter and her child would constitute a family in their own right if they lived alone, they  
30          would be considered a subfamily if they lived with her parents.
- 31          • Unrelated subfamily is defined as a married couple with or without children, or a single parent with one  
32          or more of his/her own never married children under 18 years old living in a household. Unrelated  
33          subfamily members are not related to the householder. An unrelated subfamily may include such  
34          people as guests, partners, roommates, or resident employees and their spouse and/or children. An  
35          unrelated subfamily is not included in the determination of income eligibility for SCSEP.

#### 36   Orientation:

- 37          • When selected for participation, the client must be given an orientation to the SCSEP, including  
38          information on goals and objectives, community service assignments, training opportunities, supportive  
39          services, the opportunity for a free physical examination, client rights and responsibilities, permitted  
40          and prohibited activities, grievance procedures and data privacy.
- 41          • Clients will receive both a copy and a verbal explanation of the involuntary termination policy during  
42          orientation.
- 43          • Clients must be unemployed to qualify for enrollment in SCSEP. Sub-grantee staff must inform all clients  
44          that they may not be employed while participating in the program and they must notify the program  
45          representative immediately upon becoming employed.

1 **Assessment and Individual Employment Plan (IEP):**

- 2 • When selected for participation, the client must be given an initial assessment and an IEP must be  
3 developed that outlines the client’s goals, educational and training needs. The assessment shall  
4 include:
- 5 ○ work history,
  - 6 ○ skills,
  - 7 ○ interests,
  - 8 ○ talents,
  - 9 ○ physical capabilities,
  - 10 ○ aptitudes,
  - 11 ○ need for supportive services,
  - 12 ○ occupational preferences,
  - 13 ○ training needs,
  - 14 ○ potential for performing community service assignment(s), and
  - 15 ○ potential for transition to unsubsidized employment.
- 16 • The client shall be assessed no less than two times during a twelve-month period, including the initial  
17 assessment. The IEP shall be updated as necessary to reflect information gathered during subsequent  
18 client meetings or assessments.

19 **Permissible Training Activities and Community Service Assignment:**

- 20 • When an individual is selected for participation in the SCSEP, the IEP clarifies the client’s goals and  
21 needs. Training consistent with the IEP enables the client to successfully perform the community  
22 service assignment, increase skills and job placement potential, improve quality of life, and enables  
23 obtaining unsubsidized employment.
- 24 • The sub-grantee is encouraged to obtain training through local resources at no cost or little cost to the  
25 program. Clients may be paid wages while in training. There are no limitations on the number of hours  
26 an individual may engage in training other than needs reflected in the IEP.
- 27 • Community Service Job Training is provided through the host agency/workplace. Community service job  
28 training requires a detailed training plan and realistic timeline for learning needed skills. Training at the  
29 workplace is often more practical than classroom training. Additional classroom training, seminars, on-  
30 the-job experience (OJE) and training through other employment and training programs is permissible. A  
31 SCSEP client must be assigned to a worksite prior to receiving training. Community service assignment  
32 specifications:
- 33 ○ Host agency agreement is required. Agreement must specify the nature of the community  
34 service assignment, the hours the client will train, and the circumstances and the number of  
35 clients the host agency will train.
  - 36 ○ An IEP detailing skills to be learned and a timeline to achieve the goal is required.
  - 37 ○ Rotating worksite assignments is encouraged.
- 38 • General Training is designed to enhanced or refresh a client’s basic skills. It includes skill training,  
39 classroom training, lectures, seminars and individual instruction. General training may be combined  
40 with community service training, specialized training, OJE, or other general training options such as self-  
41 development training available from sources other than Title V of the OAA during hours other than  
42 hours of community service assignment. General training specifications:
- 43 ○ Must be eligible SCSEP client.
  - 44 ○ Must be assigned to a community service worksite prior to receiving training.
  - 45 ○ Must be consistent with the IEP that details skill to be attained and timelines for achieving that  
46 goal.
  - 47 ○ Cost must be at little or no cost to the program.
- 48 • Specialized Training is designed to prepare a client for a specific job or industry. This may be provided  
49 through a workforce partner, the sub-grantee, a customized training class, and educational institution,

1 or other training provider. Specialized training may be combined with community service training,  
2 general training, lectures, seminars, individual instruction, or OJE. Specialized training specifications:

- 3 ○ Must be an eligible SCSEP client.
- 4 ○ Must be consistent with the IEP.
- 5 ○ Cost must be at little or no cost to the program.
- 6 ○ Contract must be negotiated with provider detailing training curriculum, specific skills to be  
7 learned, deliverable timelines and payment and responsibilities.

- 8 ● On-the-job-experience (OJE) – Note: On-the-job experience (OJE) is only permissible if the grantee  
9 requests and receives approval through the optional special request. If permitted, it is to be utilized  
10 when the unsubsidized job goal requires specific skills not attainable through the community service  
11 worksite. OJE may be utilized after a client has completed at least two weeks at a community service  
12 assignment. A provider may negotiate with a potential employer, public or private, an OJE agreement  
13 that specifies no more than 40 hours a week for up to 12 weeks of training. The OJE agreement must  
14 also stipulate that if the OJE has been satisfactory, the client will remain on the business’s payroll as a  
15 permanent employee. An OJE can only be used once in a 12-month period with any single client. An OJE  
16 may be combined with other training such as community service, classroom training, seminars,  
17 lectures, individual instruction, and specialized training options such as self-development training. OJE  
18 specifications:

- 19 ○ The OJE agreement or contract must not be with a current host agency providing a worksite for  
20 an SCSEP client. A host agency is a public agency or a private nonprofit organization, which  
21 provides a training worksite and supervision for one or more clients.
- 22 ○ The contract must detail the skills to be learned, timelines and benchmarks to be achieved.
- 23 ○ Agreement or contract and timesheets relating to the OJT must show hours worked each week  
24 and the number of weeks to be worked.
- 25 ○ Total hours worked cannot exceed 40, including any work at a host agency.
- 26 ○ Sub-grantee may reimburse up to 100 percent of wages for OJEs that do not exceed 4 weeks.
- 27 ○ Sub-grantee may reimburse up to 50 percent of wages for OJEs that exceed 4 weeks.
- 28 ○ The agreement or contract must stipulate the amount the business is to be reimbursed and the  
29 hourly rate of pay.
- 30 ○ In lieu of a reimbursement agreement with the business, the sub-grantee may opt to pay the  
31 client 100 percent of the wages earned on the OJE not to exceed 12-weeks total duration.
- 32 ○ The contract must stipulate whether the sub-grantee or the business is to be responsible for  
33 workers’ compensation claims that may result from the client’s OJE training.
- 34 ○ The contract must stipulate that there will be significant follow-up to resolve potential unsafe  
35 conditions or issues that arise with the business or client.

- 36 ● The sub-grantee collaborates with Montana’s One-Stop Centers to provide additional training and  
37 employment services to clients. One-Stop services include:

- 38 ○ Orientation to workforce services,
- 39 ○ Job counseling,
- 40 ○ Employment referrals,
- 41 ○ Referrals to educational or vocational training, and other referral services,
- 42 ○ Labor market information,
- 43 ○ Workshops on resumes and interviewing, and
- 44 ○ Resource room resources, including computers, fax, telephone and copy machines.

#### 45 Supportive Services:

- 46 ● Some clients may require some supportive services to help them successfully complete their worksite  
47 assignment and obtain unsubsidized employment. Sub-grantees may provide or arrange for supportive  
48 services after assignment to a community service worksite. Supportive services may include but are not  
49 limited to payment of reasonable costs of:  
50 ○ Transportation,

- 1           o Health care and medical services,
- 2           o Job related or personal counseling,
- 3           o Incidentals such as work shoes, badges, uniforms or other work clothing, eyeglasses, and tools,
- 4           o Dependent care,
- 5           o Housing, including temporary shelter,
- 6           o Needs related payments, and
- 7           o Follow-up services.
- 8       • Follow-up services may be provided for up to 6 months after placement into unsubsidized employment.
- 9       • The sub-grantee must assess and document supportive service needs in the IEP for each client.
- 10       Program providers should provide for payment of these supportive services from other community
- 11       resources or at little cost to the program.

## 12 Individual Durational Limit:

- 13       • Each client is subject to an individual durational limit of 48 months; an extension of 12 months may be
- 14       granted to the client with at least one of the statutory waiver factors listed below:
  - 15           o 75 years of age or older,
  - 16           o Meets Social Security age requirements but does not receive Social Security benefits, or
  - 17           o Lives in an area of persistent unemployment and has severely limited employment prospects.
- 18       • The sub-grantee shall:
  - 19           o Inform all clients in writing of the grantee;
  - 20           o Apply the individual durational limit policy uniformly to each client served;
  - 21           o Ensure a transition plan is in place for each client plan affected by a durational limit and
  - 22           implement the transition plan in a timely manner to ensure the best possible outcome for each
  - 23           client;
  - 24           o Provide written notice of termination at least 30 days in advance of the termination date when a
  - 25           client will be terminated due reaching his or her time limit; and
  - 26           o Provide the grievance procedure for any client who wishes to appeal terminations, including
  - 27           durational limit terminations. A copy of the grievance will be given to each client whenever a
  - 28           client is informed of a durational limit termination.

## 29 Client Corrective Action and Warning:

- 30       • A client will be given an opportunity to correct his or her behavior, conduct or failure to comply with the
- 31       IEP requirements; except in cases involving serious harm or imminent threat to health, safety, property,
- 32       etc. At any point in the correction action process, if a client makes positive efforts or the client's lack of
- 33       action is justified, corrective action will be discontinued. The following steps for corrective action will be
- 34       taken:
  - 35           o Step 1: Formal Warning
    - 36               ▪ If a client displays behavior or conduct outlined in the reasons for "for cause"
    - 37               terminations or refuses to comply with the IEP requirements, the client will be given a
    - 38               verbal warning and counseled to correct actions or behavior. Absent extenuating
    - 39               circumstances, the client will be informed in writing by the sub-grantee director of the
    - 40               requirement to correct the behavior or conduct. The sub-grantee director will provide a
    - 41               copy of the first formal warning to WSD.
  - 42           o Step 2: Second Formal Warning
    - 43               ▪ When a client for a second time displays behaviors or conduct outlined in the reasons
    - 44               for "for cause" terminations or refuses to comply with the IEP requirements, the client
    - 45               will be verbally warned and counseled to correct actions. Absent extenuating
    - 46               circumstances, the sub-grantee director will send the client a written warning that he or
    - 47               she has 30 days from the date of the letter to correct the behavior or conduct. In the
    - 48               case of an IEP violation, the client may be directed to complete specific IEP related
    - 49               tasks. The written warning will include a statement that failure to make improvement or

1 complete the IEP related tasks will result in termination. The sub-grantee director will  
2 provide a copy of the second formal warning to WSD.

3 ○ Step 3: Notice of Termination

- 4 ■ When a client does not make improvement in actions, or for a third time displays  
5 behavior or conduct outlined in the reasons for “for cause” terminations, a letter will be  
6 sent notifying the client that he or she will be exited 30 days from the date of the letter.

7 **Termination:**

- 8 • The following termination policy will be followed fairly and equitably when involuntarily terminating  
9 clients. Clients will not be terminated based on age. Except as noted below in the case of serious  
10 violation, clients will receive progressive discipline and an opportunity for corrective action before a form  
11 termination notice is issued. All inappropriate behavior or poor performance must be documented. In  
12 the case of a serious offense, clients will receive a 3-day termination letter notifying them of the date of  
13 exit, the reason for the termination and the right to appeal under the SCSEP grievance procedure. Sub-  
14 grantee staff shall review the termination policy with clients at least once each year during  
15 recertification. There are 6 reasons a client may be involuntarily terminated from SCSEP:
- 16 ○ Knowingly providing false information in the eligibility process,
    - 17 ■ Intentionally providing inaccurate information to qualify for SCSEP. If this occurs, the  
18 client will be placed on Leave Without Pay immediately, and a 30-day notification of  
19 termination will be sent to the client. The sub-grantee will inform WSD of the intent to  
20 place the client on Leave Without Pay and provide a copy of the 30-day notification of  
21 termination letter.
  - 22 ○ Being incorrectly determined eligible at enrollment or the annual recertification,
    - 23 ■ A client will be terminated if found ineligible for participation in SCSEP after enrollment  
24 through no fault of the client. A client will be terminated if they were enrolled or deemed  
25 eligible for continued enrollment based on an error in determining program eligibility.  
26 When this occurs, the client will be notified regarding the error and immediately sent a  
27 30-day termination letter. The client will be able to continue participating in the program  
28 until the date of exit as noted in the letter. The sub-grantee shall refer the client to other  
29 potential sources of assistance such as the One-Stop Center. The sub-grantee will  
30 inform WSD of the basis for termination and provide a copy of the 30-day notification of  
31 termination letter.
  - 32 ○ Being determined no longer eligible at recertification,
    - 33 ■ During recertification, a client may be determined no longer eligible due to a change in  
34 eligibility criteria such as income, family of one due to a change in disability status,  
35 employment status, and number of household members. The client will be notified and  
36 immediately sent a 30-day notification of termination letter. The client will be able to  
37 continue participating in the program until the date of exit as noted in the letter. The  
38 sub-grantee will inform WSD of the basis for termination and provide a copy of the 30-  
39 day notification of termination letter.
  - 40 ○ Reaching the maximum 48-month participation limit,
    - 41 ■ A client will be terminated when he or she meets the 48-month maximum participation  
42 date and does not qualify for an extension under documented waiver factor based on  
43 the Individual Durational Limit section of this policy. A waiver qualifies the client for a  
44 temporary 12-month extension. If the client does not qualify for a temporary extension,  
45 he or she will be sent a 30-day notification of termination letter 30 days before the 48-  
46 month maximum participation date. The client will be able to continue participating in  
47 the program until the date of exit as noted in the letter. Prior to termination the sub-  
48 grantee will inform WSD whenever a client reaches the maximum participation date and  
49 if the client has a qualified documented waiver and subsequent temporary extension or  
50 does not qualify for a temporary extension of the change regarding the client’s eligibility.



1 The sub-grantee shall also provide a copy of the 30-day notification of termination to  
2 WSD.

- 3 o Becoming employed during enrollment, or
  - 4 ▪ A client who is discovered to be employed while enrolled without having notified the  
5 program of the employment will be terminated from the program. If this occurs, the  
6 client will be placed on Leave Without Pay immediately, and a 30-day notification of  
7 termination will be sent to the client. The sub-grantee will inform WSD of the basis for  
8 termination and provide a copy of the 30-day notification of termination letter prior to  
9 termination.
- 10 o For cause, including refusing to accept 3 job offers or referrals to unsubsidized employment  
11 based on the IEP (with no extenuating circumstances hindering the client from moving to  
12 unsubsidized employment).
  - 13 ▪ For cause terminations generally require that clients commit willful misconduct before  
14 WSD or sub-grantee will consider termination to be the appropriate action.
  - 15 ▪ IEP related reasons to warrant termination for cause may include but are not limited to:
    - 16 • Refusing to search for a job;
    - 17 • Sabotaging a job interview, for example, a client tells the interviewer that they  
18 are not interested in the job or that they are not qualified;
    - 19 • Refusing to participate fully in training opportunities
    - 20 • Refusing to transfer to a new community service training assignment;
    - 21 • Refusing to register at the One-Stop Center;
    - 22 • Refusing to take advantage of WIOA opportunities;
    - 23 • Refusing to accept or lack of follow through in obtaining supportive services that  
24 will enhance the client's ability to participate in a community service assignment  
25 consistent with the IEP;
    - 26 • Refusing to cooperate with other IEP related referrals;
    - 27 • Refusal to cooperate with the assessment or IEP process, e.g., refusing to  
28 participate in completing the assessment and training development plan.
  - 29 ▪ The sub-grantee may refer the client to other potential sources of assistance such as the  
30 One-Stop system. The sub-grantee will inform WSD of the basis of the for cause  
31 termination and provide a copy of the 30-day notification of termination letter.
  - 32 ▪ Non-IEP related reasons to warrant termination for cause may include but are not  
33 limited to:
    - 34 • Refusal to cooperate in recertifying eligibility by not supplying required  
35 documents or refusing to attend or be available for recertification appointment;
    - 36 • Failure or refusal to perform assigned duties, e.g., refusing without good cause  
37 to do assignments that are part of the training description and required to  
38 increase skill and knowledge;
    - 39 • Falsification of official records, such as timesheets;
    - 40 • Intentional disclosure of confidential or private information obtained from the  
41 host agency, grantee, sub-grantee or local project;
    - 42 • Frequent tardiness or unauthorized absences, including reporting to the  
43 assignment late or not reporting to the assignment and not informing the  
44 supervisor;
    - 45 • Insubordination, defined as intentionally refusing to carry out the direction or  
46 instructions of a host agency supervisor or sub-grantee staff member, provided  
47 there were no extenuating circumstances and the direction or instructions were  
48 reasonable;
    - 49 • Workplace harassment or discrimination on the basis of sex, race, color, religion,  
50 national origin, age, marital status or disability;

- 1 • Obscene, abusive, harassing or threatening language or behavior;
- 2 • Physical violence or intentional destruction of property;
- 3 • Theft;
- 4 • Causing an imminent threat to health or safety of self or others;
- 5 • Non-compliance with drug and alcohol free policy, which prohibits clients from
- 6 consuming, selling, purchasing, manufacturing, distributing, possessing or using
- 7 any illegal or no-prescribed drug; or from being under the influence of alcohol
- 8 and/or drugs while performing their host agency assignment or while carrying
- 9 out objectives required by the IEP. Legally prescribed medications are excluded
- 10 if they do not affect the client's ability to perform his or her duties or protect the
- 11 safety of the client or others; and
- 12 • Exceeding the approved Leave Without Pay by failing to return from an approved
- 13 break by the required date without due notice or good cause.
- 14     ▪ The sub-grantee shall information WSD of the basis of for cause termination and provide
- 15 a copy of the 30-day notification of termination letter.
- 16     ○ For cause termination that require immediate removal from host agency and leave without pay
- 17 pending termination.
- 18     ▪ When a client's violation of the WSD or sub-grantee policies is of a serious nature,
- 19 immediate action to remove the client from the host agency may be required. In this
- 20 case, the client will be placed on leave without pay and a written 30-day notice of
- 21 termination sent. Examples of circumstances warranting immediate removal from the
- 22 host agency and leave without pay include but are not limited to:
- 23     • Gross misconduct such as violating the WSD and/or sub-grantee drug and
- 24 alcohol policy or intentionally endangering the lives of themselves or others; or
- 25     • Violence, including but not limited to physical or extreme verbal violence at the
- 26 training site.
- 27     ▪ In the case of for cause termination the sub-grantee will notify WSD immediately of an
- 28 action taken to remove the client from the host agency and place be placed on leave
- 29 without pay and provide a copy of the written 30-day notice of termination.

### 30 Performance Accountability:

- 31 • There are currently 8 indicators or measures of performance, 6 core and 2 additional indicators.
- 32 Although the final Quarterly Progress Report (QPR) will be used to determine if providers have met
- 33 performance goals, performance will be monitored throughout the program year using all quarterly
- 34 reports. Performance measures include:
  - 35     ○ Hours of community service employment,
  - 36     ○ Entry into unsubsidized employment,
  - 37     ○ Retention in unsubsidized employment for 6 months,
  - 38     ○ Earnings,
  - 39     ○ Number of eligible persons served,
  - 40     ○ Number of most in need individuals served,
  - 41     ○ Retention in unsubsidized employment for 1 year, and
  - 42     ○ Satisfaction of clients and businesses.
- 43 • Hours of community service employment is defined as the total number of hours of community service
- 44 provided by SCSEP clients divided by the number of hours of community service funded by the grantee's
- 45 grant. Paid training hours are excluded from this measure.
- 46 • Entry into unsubsidized employment is defined by the formula: of those who are not employed at the
- 47 date of participation: the number of clients who are employed in the first quarter after the exit quarter
- 48 divided by the number of adult clients who exit during the quarter.
- 49 • Retention in unsubsidized employment for six months is defined by the formula: of those who are
- 50 employed in the first quarter after the exit quarter: the number of adult clients who are employed in

- 1 both the second and third quarters after the exit quarter divided by the number of adult clients who exit  
2 during the quarter.
- 3 • Earnings is defined by the formula: of those clients who are employed in the first, second and third  
4 quarters after the exit quarter: total earnings in the second quarter plus total earnings in the third  
5 quarter after the exit quarter divided by the number of clients who exit during the quarter.
  - 6 • The number of eligible individuals served is defined as the total number of clients served divided by the  
7 grantees authorized number of positions.
  - 8 • Most in need is defined by counting the total number of the following characteristics for all clients and  
9 dividing by the number of clients served. Clients are characterized as most in need if they:
    - 10 ○ Have a severe disability;
    - 11 ○ Are frail;
    - 12 ○ Are age 75 or older;
    - 13 ○ Meet the age requirements for Social Security but do not receive Social Security benefits;
    - 14 ○ Live in an area with persistent unemployment and are individuals with severely limited  
15 employment prospects;
    - 16 ○ Have limited English proficiency;
    - 17 ○ Have low literacy skills;
    - 18 ○ Have a disability;
    - 19 ○ Reside in a rural area;
    - 20 ○ Are veterans;
    - 21 ○ Have low employment prospects;
    - 22 ○ Have failed to find employment after utilizing services provided under title I of WIOA; or
    - 23 ○ Are homeless or at risk for homelessness.
  - 24 • Retention in unsubsidized employment for 1 year is defined by the formula: of those who are employed  
25 in the first quarter after the exit quarter: the number of clients who are employed in the fourth quarter  
26 after the exit quarter divided by the number of clients who exit during the quarter.
  - 27 • Satisfaction of the clients, businesses, and their host agencies with their experiences and the services  
28 provided is defined as the results of customer satisfaction surveys administered to each of these three  
29 customer groups. DOL will prescribe the content of the surveys.
  - 30 • Providers will be expected to meet at least 80 percent of their negotiated performance level for each  
31 performance standard and for all measures in the aggregate. Adjustments to the performance  
32 standards will be allowed based on the following 5 criteria:
    - 33 ○ High unemployment, poverty, or welfare and Temporary Assistance for Needy Families (TANF)  
34 program in the service area relative to other areas of the state.
    - 35 ○ Significant economic downturn in the service area.
    - 36 ○ Significant numbers of clients with one or more barriers to employment relative to other areas of  
37 the state.
    - 38 ○ Changes in Federal, State or local minimum wage requirements.
    - 39 ○ Limited economies of scale for the provision of community service employment and other  
40 authorized activities in the areas served.
  - 41 • These 5 criteria may or may not adversely affect performance. The responsibility for showing that one or  
42 more of these criteria will affect or has affected performance will rest with the individual program  
43 provider. WSD will consider the providers request as well as the need to meet established performance  
44 standards. WSD will be responsible for providing documentation to DOL substantiating the need for any  
45 adjustment in its performance standards.

#### 46 Sub-grantee Sanctions:

- 47 • Each sub-grantee's performance will be assessed by WSD no later than 30 days after the end of each  
48 program year. Performance goals are considered to be met if the aggregate score for all SCSEP  
49 measures is between 80 and 100 percent. Sub-grantees with an aggregate score of 100 percent are  
50 considered to be exceeding performance standards.

- 1 • If a provider fails to meet the performance standard for one or more individual measures, but has met
- 2 the overall performance goal, technical assistance will be provided relative to the failed standard(s).
- 3 • Program providers that fall below 80 percent of their aggregate negotiated performance standard are
- 4 subject to the following sanctions:
- 5     o The provider will submit a corrective action plan no later than 30 days after the end of the
- 6     program year. The state will provide technical assistance.
- 7     o Failure to meet the aggregate performance standard for a second consecutive year will result in
- 8     loss of slots equivalent to 25 percent of the sub-grantee’s current year funds for the first full
- 9     program year following the determination. The slots are redistributed among other sub-grantees
- 10     who have met their performance measure goals, with consideration given to equitable
- 11     distribution.
- 12     o Failure to meet the aggregate performance standard for a third consecutive year will result in a
- 13     competition to award the remaining grant for the first full year following the determination to a
- 14     new sub-grantee.

### 15 Data Collection and Reporting:

- 16 • SCSEP grantees are required to submit individual client records that contain information about clients,
- 17 host worksites, and placement with unsubsidized businesses.
- 18 • The sub-grantee is required to enter the information into the internet based SCSEP Performance and
- 19 Results Quarterly (SPARQ) performance report system. SPARQ stores electronic records at the US
- 20 Department of Labor (DOL), and allows grantees to maintain their records via the internet.
- 21 • Timely data entry affects performance reporting. The sub-grantee shall enter data into SPARQ within 10
- 22 working days.
- 23 • Data from the forms will be transmitted to DOL for aggregation and the production of the QPR. The sub-
- 24 grantee is not required to submit a quarterly data report but is required to submit a quarterly narrative.

### 25 Union Organizing, Nepotism, Maintenance of Effort (MOE):

- 26 • SCSEP funds will not in any way be used to assist, promote or deter union organizing.
- 27 • Nepotism is an unfair practice that occurs when hiring or delivery of program services is based on
- 28 personal connections. SCSEP recipients must ensure that no recipient or sub recipient hires, and no
- 29 host agency services as a worksite for, a person who works in a SCSEP community service assignment if
- 30 a member of that person’s immediate family is engaged in a decision making capacity, whether
- 31 compensated or not, for that project, subproject, recipient, sub recipient, or host agency. The SCSEP
- 32 grantee may request the DOL exempt worksites on Native American reservations and in rural areas from
- 33 this requirement if adequate justification can be documented, such as that no other persons are eligible
- 34 and available for participation in the program.
- 35 • Grantees and sub-grantees must ensure that no one in a SCSEP administrative decision-making
- 36 position is allowed to hire a family member for a position that is funded with SCSEP funds. In addition,
- 37 providers must ensure that no host agency serves as a worksite for a client if a member of that person’s
- 38 immediate family is engaged in a decision-making capacity for that host agency.
- 39 • For purposes of this section, “immediate family: means wife, husband, son, daughter, mother, father,
- 40 brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law,
- 41 aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, or grandchild.
- 42 • Providers must ensure that program funds are used to employ clients only in addition to employment
- 43 that would be otherwise funded by the provider or host worksite utilizing funds other than title V.
- 44     o A community service agreement for a client under title V of the OAA is permissible only when the
- 45     following specific maintenance of effort requirements are met.
- 46     o Each project funded under title V:
- 47         ▪ Must not reduce the number of employment opportunities or vacancies that would
- 48         otherwise be available to individuals not participating in the program;

- 1                   ▪ Must not displace currently employed workers; including partial displacement, such as a
- 2                   reduction in the hours of non-overtime work, wages, or employment benefits;
- 3                   ▪ Must not impair existing contracts or result in the substitution of federal funds for other
- 4                   funds in connection with work that would otherwise be performed; and
- 5                   ▪ Must not employ or continue to employ an eligible individual to perform the same work
- 6                   or substantially the same work as that performed by any other individual who is on
- 7                   layoff.

## 8   Administrative Requirements:

- 9           • WSD will perform the following functions:
  - 10           o Provide policy guidance and interpretation of the federal and state laws through the SCSEP
  - 11           policy;
  - 12           o Write or modify any policies or procedures which are necessary to interpret or clarify policies;
  - 13           o Provide oversight and technical assistance to the sub-grantee;
  - 14           o Manage statewide planning and coordination; write and submit the state’s grant application;
  - 15           o Submit fiscal and program quarterly report based on sub-grantee activities during a quarter;
  - 16           o Fiscal and performance reporting;
  - 17           o Coordinate with SCSEP in the US Department of Labor;
  - 18           o Support SCSEP outreach efforts;
  - 19           o Monitor for compliance with SCSEP; and
  - 20           o Conduct SCSEP data validation.
- 21           • This program will have an annual monitoring.

## 22   References:

- 23           • [Older American Act \(OAA\) Title V](#)
- 24           • [Jobs for Veterans Act sec 2, Public Law 107-288, \(2002\)](#)
- 25           • [20 CFR 641, SCSEP, September 1, 2010](#)
- 26           • [SCSEP Data Collection Handbook](#)
- 27           • [OWB 04-04](#)
- 28           • [TEGL 10-17 Federal Poverty Guidelines for Senior Community Service Employment Program \(SCSEP\)](#)
- 29           • [Grants](#)