



State of New Jersey

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Director

The following Decision is distributed for your information. This Decision has been made in consideration of the specific facts of this case. This Decision is not to be interpreted as establishing any new mandatory policy or procedure otherwise officially promulgated.

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

REMAND DECISION

OAL DKT. NO. HPW 03451-18 N.S.

AGENCY DKT. NO. C132384015 (OCEAN COUNTY BOARD OF SOC. SVCS.)

Petitioner appeals from the Respondent Agency's termination of Emergency Assistance ("EA") benefits. The Agency terminated Petitioner's EA benefits contending that she violated the terms of her EA service plan ("SP") by allowing an individual, who is not on the lease, to reside in her apartment. Because Petitioner appealed, the matter was transmitted to the Office of Administrative Law for a hearing. On May 8, 2018, the Honorable Edward J. Delanoy, Jr., Administrative Law Judge ("ALJ"), held a plenary hearing, took testimony, and admitted documents. On May 18, 2018, the ALJ issued an Initial Decision, affirming the Agency's determination.

No Exceptions to the Initial Decision were received.

As the Director of the Division of Family Development ("DFD"), Department of Human Services, I have reviewed the ALJ's Initial Decision and the record, and I hereby REJECT the ALJ's Initial Decision, REVERSE the Agency's determination, and REMAND the matter to the Agency based on the discussion below.

EA benefits recipients are required to develop and sign an SP with the Agency. See N.J.A.C. 10:90-6.6(a). Failure to comply with the requirements identified in the SP, without good cause, shall result in the termination of EA benefits and a six-month period of EA ineligibility. Ibid.

Here, the record reflects that on January 8, 2018, Petitioner entered into an SP wherein she agreed, among other things, not to allow anyone to reside with her in her apartment without written authorization from the EA Unit. See Initial Decision at 3-4; see also Exhibit R-4. However, Petitioner admitted, and the record substantiates, that on January 11, 2018, Petitioner's boyfriend, who was not on the lease, nor part of the EA household, moved into her apartment without prior approval from the EA Unit. See Initial Decision at 4; see also Exhibits R-3, R-15, and R-16. Based on the facts and testimony presented, the ALJ found that Petitioner knowingly violated the terms of her SP, without good cause. See Initial Decision at 4-5; see also Exhibit R-4. Accordingly, the ALJ concluded that the Agency's termination of Petitioner's EA benefits was proper and must stand. See Initial Decision at 5; see also Exhibit R-1, and N.J.A.C. 10:90-6.6(a). I agree. Further, because the ALJ concluded that Petitioner has failed to comply with her SP, without good cause, I find that Petitioner is subject to a six-month period of ineligibility for EA benefits. See Initial Decision at 5; see also N.J.A.C. 10:90-6.6(a).

However, because it appears from the record that Petitioner may have an open case with the Division of Child Protection & Permanency ("DCP&P"), she may be eligible for EA benefits even though she has been found to have caused her own homelessness. See Exhibits R-12, R-16; see also N.J.A.C. 10:90-6.1(c)(6) (stating that "[i]n consultation with [DCP&P], EA benefits shall be provided to a [DCP&P] family, even if the family caused its own homelessness, provided that the



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family meets all other EA eligibility requirements"). In order for Petitioner to be eligible for EA benefits, DCP&P must agree to consult with the Agency and coordinate a DCP&P plan, along with the Agency's SP and Individual Responsibility Plan ("IRP"). See N.J.A.C. 10:90-6.1(c)(6)(i); see also DFDI Instruction ("DFDI") 05-12-03 at 5.

Further, Petitioner is to be provided with continued assistance, pending the Agency's consultation with DCP&P, and DCP&P's commitment to coordinate its plan with the aforementioned Agency plans. If, however, DCP&P does not agree to work with the Agency in accordance with the requirements set forth in the DFDI, Petitioner's EA benefits will be terminated and a six-month period of ineligibility for EA benefits will be imposed. See N.J.A.C. 10:90-6.6(a), and DFDI 05-12-03. A copy of the Initial and Final Decisions in this matter shall be forwarded to DCP&P.

By way of comment, because Petitioner will be receiving continued assistance pending the outcome of the Agency's consultation with DCP&P, her six-month EA ineligibility penalty will begin to run as of the date of the issuance of DCP&P's refusal to work with the Agency in accordance with DFDI 05-12-03, should such instance occur.

Accordingly, the Initial Decision in this matter is hereby REJECTED, the Agency's determination is REVERSED, and the matter is REMANDED to the Agency based on the discussion above.

Officially approved final version.

JUN 20 2018

Natasha Johnson
Director

