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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

FINAL DECISION

OAL DKT. NO. HPW 12965-24 J.A.

AGENCY DKT. NO. C231076013 (MONMOUTH COUNTY DIV. 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 he had exhausted his 12-month lifetime limit of said benefits. Because Petitioner appealed, the matter was transmitted to the Office of Administrative Law for a hearing. On September 20, 2024, the Honorable William T. Cooper III, Administrative Law Judge ("ALJ"), held a plenary hearing, took testimony, and admitted documents. On September 23, 2024, the ALJ issued an Initial Decision, affirming the Agency's determination.

No Exceptions to the Initial Decision were received.

As Assistant Commissioner, Division of Family Development ("DFD"), Department of Human Services, I have reviewed the ALJ's Initial Decision and the record, and I hereby MODIFY the ALJ's Initial Decision, and MODIFY the Agency's determination, based on the discussion below.

EA benefits are limited to 12 cumulative months, plus limited extensions for an "extreme hardship" where the recipient has taken "all reasonable steps to resolve the emergent situation but the emergency nonetheless continues or a new emergency occurs, which causes extreme hardship to the family." N.J.A.C. 10:90-6.4(b); see also N.J.S.A. 44:10-51. Specifically, Supplemental Security Income ("SSI") benefits recipients may qualify for an additional six months of EA when an "extreme hardship" exists. *Ibid.* Thus, the maximum amount of EA that an SSI recipient may receive is 18 months.

EA benefits shall not be provided for a period of six months to adult recipients who are terminated from an EA placement when the termination is the result of the recipient's actions, without good cause, which may include, but are not limited to, threatening and/or disruptive behavior that affects the operations of the shelter or the safety of other residents, or a violation of the shelter's health and safety policies. See N.J.A.C. 10:90-6.3(c)(3) and -6.3(c)(5). However, N.J.A.C. 10:90-6.3(e) provides that an EA benefits recipient shall be eligible for continued EA benefits for other, less severe, minor violations of a facility's policies, such as visitation or curfew. See N.J.A.C. 10:90-6.3(e)(i), (iii); see also DFD Instruction 08-5-4 at 10. An adult EA benefits recipient who incurs two or more terminations for such less severe violations is subject to the loss of EA benefits for a period of six months. See N.J.A.C. 10:90-6.3(e)(1).

EA 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 termination of EA benefits and a six-month period of EA ineligibility. *Ibid.*

Pursuant to N.J.A.C. 10:90-9.1(b), an Agency must provide both adequate and timely notice advising of a termination, denial or suspension of welfare benefits. Adequate notice is a written notice outlining the intended action, the reasons



for the action, and citing to the specific regulation(s) supporting the intended action. N.J.A.C. 10:90-9.1(a). Timely notice is defined as “a notice that is mailed to the recipient at least 10 calendar days before the effective date of the action.” N.J.A.C. 10:90-9.1(b)(1).

Here, the ALJ found, and Petitioner acknowledged, that he had exhausted his 12-month lifetime limit of EA benefits, having received over 15 months of EA benefits, and had failed to apply for an extreme hardship extension of said benefits. See Initial Decision at 5. The ALJ also found that the Agency had given Petitioner several opportunities to apply for such extension prior to its termination of his EA benefits, but he failed to do so. Id. at 3-6. Although Petitioner made several claims regarding his failure to complete and return the required EA extreme hardship extension application, the ALJ found that Petitioner’s claims were not credible. Id. at 4-5. Based on the foregoing, the ALJ concluded that the Agency’s termination of Petitioner’s EA benefits, on the basis of exhaustion, was proper and must stand. Id. at 7; see also Exhibit R-1 at 3-4, and N.J.A.C. 10:90-6.4(a), (b). I agree, but hereby modify the Agency’s adverse action notice to reflect the correct citation to the applicable legal authority.

Additionally, the ALJ also found that Petitioner had failed to provide the Agency with required housing searches, and had failed to pay his required portion of the motel rent, in violation of his SP, and had violated motel rules by having unauthorized guests stay in his motel room, resulting in his termination from his motel placement. See Initial Decision at 2-3, 6-7; see also Exhibit R-1 at 5-6, 7, R-2, and N.J.A.C. 10:90-6.6(a), -6.3(e)(1)(iii). However, I find that Petitioner was not properly noticed in the Agency’s August 7, 2024, adverse action notice regarding the aforementioned violations being the bases for its termination, and as such, I find that the ALJ improperly ruled on the aforementioned issues. See Exhibit R-1 at 5-6; see also N.J.A.C. 10:90-9.1(a), (b). Further, I find that the email from the motel, terminating Petitioner from the motel for having “many visitors in his room” is hearsay, unsupported by competent legal evidence and as such, cannot be relied upon by the Agency, here, as a basis for a termination of EA benefits. See Initial Decision at 2; see also Exhibit R-2, and N.J.A.C. 1:1-15.5(b) (stating that “some legally competent evidence must exist to support each ultimate finding of fact to an extent sufficient to provide assurances of reliability and to avoid the fact or appearance of arbitrariness.”). Additionally, in accordance with relevant regulatory authority, a shelter rule violation, such as the one here regarding unauthorized visitors in Petitioner’s motel room, does not warrant a termination of Petitioner’s EA benefits, but rather allows for continued EA benefits unless this was Petitioner’s second termination from a motel/shelter placement for the same violation, which is unclear from the facts and record of this case. See Initial Decision at 2-7; see also N.J.A.C. 10:90-6.3(e)(1)(iii). Nevertheless, the ALJ concluded that the Agency’s termination of Petitioner’s EA benefits, on the aforementioned bases, was proper. See Initial Decision at 7. I respectfully disagree, based on the discussion above. Accordingly, the Initial Decision is modified to reflect these findings.

Accordingly, the Initial Decision is hereby MODIFIED, and the Agency’s determination is MODIFIED, as outlined above.

Officially approved final version. October 03, 2024

Natasha Johnson
Assistant Commissioner

