



## State of New Jersey

### DEPARTMENT OF HUMAN SERVICES

Division of Family Development  
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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 10767-14 H.M.

AGENCY DKT. NO. C472225 (ESSEX COUNTY DIVISION OF WELFARE)

Petitioner appeals from Respondent Agency's denial of his Emergency Assistance ("EA") benefits in the form of Temporary Rental Assistance ("TRA"). The Agency denied Petitioner's TRA as it contended that Petitioner was not cash eligible due to a sanction. Because Petitioner appealed, the matter was transmitted to the Office of Administrative Law ("OAL") for a hearing. On September 2, 2014, the Honorable Ellen S. Bass, Administrative Law Judge ("ALJ"), held a plenary hearing, admitted documents into evidence and took testimony.

On September 2, 2014, the ALJ issued her Initial Decision reversing the Agency's determination. In regards to the sanction, the ALJ noted that Petitioner's credible testimony revealed that the only impediment to Petitioner attending the work program, thereby allowing him to become compliant and have the sanction lifted, was a lack of transportation and childcare, which the Agency had previously agreed to provide. See Initial Decision at 3. The ALJ indicated that Petitioner had even gone so far as to try and re-enroll in the work activity, but was not permitted to do so. *Ibid.* The ALJ also noted that the Agency representative responsible for the sanction did not appear at the hearing. See *id.* at 2. The ALJ further indicated that Petitioner had demonstrated a strong desire to become compliant with the program, but his efforts were being "stymied" by the Agency. See *id.* at 4.

The ALJ concluded that the Agency had not presented any evidence to support the propriety of the sanction, and to the contrary, the Agency representative present at the hearing opined that Petitioner was "a good candidate for TRA – she views him

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as very able with this assistance to become self-sufficient." Ibid. That same worker had previously approved security deposit and 6 months of TRA for Petitioner. See Initial Decision at 2. The ALJ therefore ordered that the Agency pay Petitioner's retroactive rent for June and August, security deposit and prospective TRA to be given for September, October and November 2014. See Initial Decision at 4.

Neither party filed exceptions to the Initial Decision.

As the Director of the Division of Family Development, Department of Human Services, I have reviewed the Initial Decision and following an independent review of the record, I hereby ADOPT the Initial Decision of the ALJ.

I initially note that the transmittal of this matter indicated that a prior Settlement Agreement between Petitioner and the Agency had failed. I hereby take Official Notice of that Settlement Agreement, dated July 21, 2014, in the OAL case docketed as HPW 8244-14. See N.J.A.C. 1:1-15.2(a); see also N.J.R.E. 201(b)(4). The prior Settlement Agreement was an appeal of Petitioner's sanction, referenced in the present matter. The Settlement Agreement states, "[Petitioner] agrees to immediately come into compliance with a program for which Agency agrees to place him and provide childcare and reasonable transportation to that program. Sanction to be lifted upon compliance."

The terms of that earlier Settlement Agreement are important in the present matter, as the failure of the Agency to uphold their part of the Agreement, specifically to provide childcare and transportation, have prevented Petitioner from coming into compliance and having the sanction lifted, which in turn directly affected Petitioner's receipt of EA benefits. The Agency is reminded that a Settlement Agreement between parties to a lawsuit is a contract by which they are bound. *Nolan v. Ho*, 120 N.J. 465, 472 (1990). While the Initial Decision alludes to the fact that the Agency had agreed to provide these services, it further states that "[the] Agency has now refused to supply [these services] pending this fair hearing." See Initial Decision at 3. This refusal is inappropriate, as the Agency has a responsibility to provide these services as agreed upon.

Based upon the foregoing, I concur with the ALJ's Initial Decision in this matter. Additionally, I direct the Agency to provide childcare and reasonable transportation as previously agreed upon in the July 21, 2014 Settlement Agreement. Petitioner is also reminded of his responsibility under the prior Settlement Agreement to come into compliance with his work activity, following which the sanction will be lifted.

Accordingly, the Initial Decision of the ALJ is hereby ADOPTED and the Agency's actions are REVERSED.

**SEP 11 2014**

*Signed Copy on File*  
at DFD, BARA

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Jeanette Page-Hawkins  
Director