

Ohio Department of Job and Family Services
OHIO WORKS FIRST SELF SUFFICIENCY CONTRACT

This Self Sufficiency Contract is entered into between the Huron County Department of Job and Family Services (CDJFS) and the following individual:

| | |
|-----------------|---|
| Participant | Case Number |
| Jobs Counselor: | Contact Information: (419) 668-8126 ext |

I understand that the goal of Ohio Works First (OWF) is to help me become employed, take care of my family, become self-sufficient, and take charge of my future. OWF is temporary assistance to help me become self-sufficient. The attached self-sufficiency plan is based on CDJFS appraisals and assessments of my job goals and barriers that need to be taken care of so that I can work. I agree to cooperate to ensure the success of this plan.

I understand that in order for my assistance group to receive OWF payments, I must sign this contract and plan. I understand that I must follow the requirements listed in my self-sufficiency plan. If I don't, my entire family may not be eligible for OWF, if I do not have "good cause."

I understand that in order for my assistance group to receive OWF payments, if I am a work eligible individual between the ages of 16-24, I must complete the Comprehensive Case Management Employment Program Assessment (CCMEP) with EHOVE Success for Youth and sign the Assessment and the Individual Opportunity Plan. I understand that I must follow the requirements listed in my Individual Opportunity Plan. If I don't, my entire family may not be eligible for OWF if I do not have "good cause."

I understand that I may not have to participate in work activities if a member of my family living in my home is disabled and requires my care. I understand that I will need to show proof. I also understand that any months that I receive OWF and do not participate in work activities due to caring for a disabled family member still count toward my total time limit for receiving OWF.

As I work toward my goal, there are ways to change my plan which I can discuss with my Jobs Counselor. Any changes to the plan will become part of this original agreement when signed by both the CDJFS and me.

I understand that under state law, there is an initial 36-month time limit for getting OWF payments, and the 36 months do not have to run continuously. After I have gotten OWF for 36 months, I cannot get any more OWF payments unless I qualify under the CDJFS's rules for "extensions." There are two kinds of extensions: (1) "hardship" and (2) "good cause." The CDJFS will discuss extensions with me before my initial 36-month time limit expires.

While I am applying for or participating in the Ohio Works First Program, I understand that I have the right to:

- Receive assistance and services needed to help me find and keep employment or to gain income security;
- Request a county conference and state hearing with the Ohio Department of Job and Family Services (ODJFS) if I do not agree with any action taken on my case, including but not limited to activities in my self-sufficiency contract and plan, work activities and supportive services;
- Have my eligibility for Medicaid, child care, food assistance benefits, services under the Prevention, Retention and Contingency (PRC) program or other services determined even if I or members of my assistance group become ineligible for OWF or if I decide not to sign this contract or choose not to continue to receive OWF.

While I am applying for or participating in the Ohio Works First Program, I understand that failing the requirements of the Employment and Training Program listed below without good cause will result in my being sanctioned from Cash Assistance according to Section F of this employability plan.

While I am applying for or participating in OWF, the CDJFS agrees that it is responsible to:

- Help develop and improve the plan for employment, help with job searches and provide needed supportive services that are available;
- Treat all members of my assistance group with courtesy, dignity, respect and without discrimination;
- Provide a full, complete and appropriate assessment of employability and barriers to employment;
- Help devise an employability plan that allows participation in activities even though I may have a disability;
- Provide to single custodial parents caring for a minor child under age 6, the procedures for determining whether "good cause" exists due to the parent's inability to obtain needed child care, including the agency definitions;
- Review my progress toward self-sufficiency or income security, and make changes to my plan if necessary;
- Provide an accurate and complete assessment of my language needs;
- Provide free and competent translation services if my primary language is not English or if I am hearing-impaired. The agency will provide vital documents in my primary language or someone will be provided to translate the information on the documents into my primary language;
- Consider my disabilities in developing my self-sufficiency plan;
- Provide me with services and make reasonable accommodations to provide for equal access to the benefits of OWF and all other benefits and services for which I am eligible, to help me in achieving self-sufficiency or gaining income security;
- Provide me with a free copy of my self-sufficiency contract and plans, including any future amendments.
- Provide for a grievance process if I feel that my assignment is wrong because I am replacing a person who is laid off or involved in a dispute between a labor organization and the employer.

The CDJFS has determined that I am temporarily not able to participate in work activities because I am needed in the home to care for a disabled family member.

Individual who is exempt

Beginning date of exemption

Review date

End date

Family member: _____

Verification provided: _____

Date verification provided: _____

CONTRACT RESPONSIBILITIES

A. RESPONSIBILITY TO COOPERATE WITH THE CHILD SUPPORT ENFORCEMENT AGENCY

I agree to cooperate with the Child Support Enforcement Agency (CSEA) if there is an absent parent. While on OWF, I will assign support rights to the CSEA, if required. Cooperation includes, but is not limited to, the following:

- Tell everything I know about the absent parent(s);
- Identify the parent(s) of my child(ren);
- Assist the agency in establishing paternity (fatherhood) for each child born if I was not married to the father;
- Attend required meetings;
- Repay any child support money that I received but was not eligible to receive;
- Assist the agency in getting support payments and any other payments and property for which my child(ren) are eligible.
- Other _____

Good cause for non-cooperation

I may not have to cooperate if I have "good cause" and if I believe cooperation may reasonably result in physical or emotional harm to myself or my child; or if my child was conceived as a result of incest or rape; or legal proceedings for adoption are pending before a court; or I am currently being assisted by an agency to decide whether to keep my child or give my child up for adoption. I understand that the CSEA will need documents to show that I have "good cause" and will let me know if I have to cooperate or if I have "good cause."

B. HOURS OF PARTICIPATION:

| If your household contains: | You must work for this number of hours every month: |
|---|---|
| One eligible adult with a child under 6 years of age | 87 |
| One eligible adult with a child over 6 years of age | 130 |
| Two eligible adults with on adult caring for the children | 152 |
| Two eligible adults who use subsidized child care | 238 |

C. INDIVIDUAL PLAN FOR SUCCESS WORK ACTIVITY PLAN

| Activity | Name & Location | Assignment Begin Date | Assignment End Date | Days & Hours Assigned |
|----------|-----------------|-----------------------|---------------------|-----------------------|
| | | | | |
| | | | | |
| | | | | |

Participant Name: _____

Original Date:

Amended Date:

I agree to participate in my work and alternative activity assignment(s) as assigned and to follow the work rules of my work site. If I break the work rules and/or cause myself to be terminated from my work site, my OWF assistance may be sanctioned and I may be sanctioned from Food Assistance as outlined in Section F.

If I am employed, my employment is an assignment and included in this contractual agreement and is a part of my plan for me and my family to become independent of cash assistance. If I cause, through my own negligence and without good cause, to be terminated from my job, my OWF assistance may be sanctioned and I may be sanctioned from Food Assistance. If I voluntarily quit my employment without just cause, my entire family will be ineligible for OWF for six payment months and I may be ineligible for Food Assistance for six payment months as well or I may be sanctioned from Food Assistance as outlined in Section F.

I agree that when my assignment includes participation in Job Search/Job Readiness activities, that I will look for and accept any reasonable job offer. My Job Search/Job Readiness assignment is with the intent that I accept any reasonable job offer as a result of my job search in order to help my family become self-sufficient within the time limit or as soon as reasonably possible as outlined under my goals and steps to become independent of cash assistance within the 36-month time limit or as soon as reasonably possible. If I should refuse a reasonable offer of employment without good cause, my OWF assistance may be sanctioned and I may be sanctioned from Food Assistance as outlined in Section F.

I understand that I may be able to make up missed/failed hours on another day in the same month. It is the CDJFS policy that missed/failed hours be made-up to the extent missed hours can be reasonably rescheduled within the calendar month that the hours are missed. Make-up hours scheduled by the CDJFS or by me according to the procedure provided to me and agreed by me become a part of this contractual agreement and failure or refusal to schedule/complete make-up hours with the work site without good cause become cause for sanction. If I do not make up the missed/failed hours within the same month, the CDJFS will determine if I had good cause for missing those hours. If I do not establish good cause for not making up my missed hours, my OWF assistance may be sanctioned and I may be sanctioned from Food Assistance as outlined in Section F.

I understand that if I have an assignment to attend school, I will be required as part of my assignment to provide verification of my attendance for each calendar month I am enrolled. Participation verification must be completed by me and each of my respective instructors. Failure without good cause to return the completed attendance verification to the CDJFS no later than the 5th of the month following my attendance may result in my OWF assistance being sanctioned and I may be sanctioned from Food Assistance for non-participation as outlined in Section F.

If I am a minor head-of-household and subject to the requirements of the Learning, Earning, and Parenting Program (LEAP), I have been provided with the JFS 06905, "LEAP -Learning, Earning And Parenting Program Agreement" and the JFS 06906, "LEAP-Learning, Earning, and Parenting Program Rules Booklet: Questions and Answers". I understand my rights and responsibilities of participating in the LEAP Program and the penalties for failure to comply with the LEAP Program requirements.

- I understand that if I am required to enroll in school and I do not enroll in school or I withdraw from school, I am not eligible for OWF. The rest of my family's eligibility is not affected.
- I understand that if I have too many unexcused absences, my OWF check will be reduced by \$62 and I cannot earn the \$62 attendance bonus.

D. JUST CAUSE FOR A JOB QUIT

I understand that if I voluntarily terminate employment without "just cause", I will not receive cash assistance for my entire family for six months and I may receive less food assistance benefit. "Just cause" for voluntarily terminating employment includes, but is not limited to the following:

- Discrimination by an employer based on age, race, sex, color, handicap, religious beliefs or national origin;
- Work demands or conditions that render continued employment unreasonable, such as working without being paid on schedule;
- Employment that has become unsuitable due to any of the following:
 - The wage is less than the federal minimum wage;
 - The work is at a site subject to a strike or lockout;
 - The documented degree of risk to my health and safety is unreasonable;
 - I am physically or mentally unfit to perform the employment, as documented by medical evidence or by reliable information from other sources.
- Documented illness for myself or of another assistance group member which requires my presence;
- A documented household emergency;
- Lack of adequate child care for my child(ren) who are under six years of age.
- Other reasons as determined by the CDJFS.

I understand that if my benefits are continued due to a timely request for a state hearing regarding a proposed sanction I must continue to comply with my self-sufficiency plan until a hearing decision has been made.

I understand that I may be able to make up missed hours on another day in the same month. It is the CDJFS policy that missed hours be made-up to the extent missed hours can be reasonably rescheduled within the calendar month that the hours are missed. Make-up hours scheduled by the CDJFS according to the procedure previously outlined become a part of this contractual agreement and failure or refusal to complete make-up hours without good cause become cause for sanction. If I do not make up the hours, the CDJFS will determine if I had a good cause reason for missing those hours.

E. GOOD CAUSE FOR MISSED HOURS

It is your responsibility to notify [the CDJFS/specific worker] within 2 hours of each scheduled start time if you are unable to report for your assignment. It is also your responsibility to provide written documentation to [the CDJFS/specific worker] within 7 calendar/business days of the first missed/failed hour of participation of each assigned day missed/failed in order to verify your claim of good cause. Medical, dental and vision appointments and job interviews must be verified no less than 24 hours prior to the scheduled appointment date and time.

Good cause for failing to comply with the work and/or alternative activity assignments in Section F is limited to the following:

- (1) Illness of the work eligible individual or of another family member related by blood, marriage or adoption, living in the same household, if care by the work eligible individual was necessary;
- (2) For either the work eligible individual or a family member living in the same household, a previously scheduled appointment necessary for medical, dental, or vision care;
- (3) A previously scheduled job interview for a work eligible individual, including any subsequent interviews and/or testing requirements;
- (4) Court ordered appearances;
- (5) Appointment with another social service agency or program;

- (6) Death in the family, [*with the length of absence to be determined by the county agency*]. "Family" is defined as spouse, domestic partner (domestic partner is defined as one who stands in the place of a spouse and who resides with the work eligible individual), child, grandchild, parents, grandparents, siblings, stepchild, stepparent, step-siblings, great-grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or legal guardian or other person who stands in the place of a parent;
- (7) A school, place of work or worksite is closed for the day;
- (8) Lack of child care
- (9) A failure of the county agency to provide supportive services;
- (10) A failure of the county agency to provide the work eligible individual with all information necessary about the assignment;
- (11) Circumstances involving domestic violence which make it difficult for the individual to comply in full with a provision of the self-sufficiency contract, in accordance with rule 5101:1-3-20 of the Administrative Code; or
- (12) Other circumstances determined on a case by case basis by the county agency.

In determining if good cause exists for nonparticipation with a work requirement, the CDJFS shall determine if child care is a necessary supportive service. If I am a single custodial parent caring for a child under age six and am unable to obtain needed child care due to one or more of the following reasons, the CDJFS may determine I have good cause and not sanction my OWF case.

- (a) Unavailability of a licensed or certified child care provider within a reasonable distance from the parent's home or work site. "Reasonable distance" is defined by each county agency and is based on availability of transportation.
- (b) Unavailability or unsuitability of informal child care by a relative or under other arrangements. "Unsuitability of informal child care" is a decision made by the county agency and is based on information received from the public children's services agency (PCSA) that the PCSA determines is relevant to share with the county agency in order to protect children pursuant to rule 5101:2-33-21 of the Administrative Code.
- (c) Unavailability of appropriate and affordable formal child care arrangements. "Affordable child care arrangements" means that work eligible individuals are guaranteed eligibility for child care subsidy with copayments based on family size and income.

F. SANCTIONS

If I fail or refuse without good cause to follow the requirements in sections A (Responsibility to Cooperate with the Child Support Enforcement Agency) and C (My Work Responsibilities and Activity Plan) of this contract, my cash assistance will be terminated and I will not be able to receive it again for:

- one (1) month or until the failure or refusal ceases, whichever is longer, the first time I or another member of my family fails. I may receive less Food Assistance benefits but I will not lose Medicaid coverage.
- three (3) months or until the failure or refusal ceases, whichever is longer, for the second time I or another member of my family fails. I may receive less Food Assistance benefits but I will not lose Medicaid coverage.
- six (6) months or until the failure or refusal ceases, whichever is longer, for the third or more times I or another member of my family fails. I may receive less Food Assistance benefits. The third time that I fail to cooperate with my work activity, I may lose Medicaid coverage. For Medicaid coverage, the work activity failures of another adult in my household will not be counted against me or affect my Medicaid eligibility.

While my family and I are sanctioned from OWF, we continue to be potentially eligible for publicly funded child care and other supportive services.

When I am sanctioned, the months that I am sanctioned do not count toward my 36-month time limit unless my benefits are continued due to a timely request for a state hearing regarding a proposed sanction. If I should lose a state hearing, I may be required to repay benefits I received beyond the 36-month time limit. If the CDJFS decides that I had good cause for my failed participation, the months that I continue to receive OWF will count toward my 36-month time limit.

Furthermore, if I receive continued benefits due to a timely request for a state hearing when the CDJFS has proposed to sanction my benefits, I understand that I continue to be required to cooperate with the terms of this contract while receiving continued benefits. The CDJFS will continue to provide supportive services as agreed. Failure or refusal to cooperate fully with the terms of this contract without good cause while receiving continued benefits through the state hearing process will result in a sanction as previously described.

G. ENDING A SANCTION

In order to begin receiving benefits immediately after your sanction, my family and I must still meet all eligibility requirements and, in order to end the sanction, the person(s) who caused the sanction must first sign and return a JFS 03804, "Ohio Works First/Food Assistance Sanction Compliance Agreement" form. If the sanction was due to failure without good cause to complete work and/or alternative activities for the second or more time, completion of a work and/or alternative activity not to exceed the failures without good cause for the first two weeks listed on my sanction notice is required before my minimum sanction period is over. If I am sanctioned for the second or more time and the sanction was due to failure or refusal to cooperate without good cause with the Child Support Enforcement Agency (CSEA), the CSEA will determine the compliance activity required to end my sanction. I must also enter into a new self-sufficiency contract before regaining eligibility for OWF.

Failure to do so by the end of the minimum sanction period will result in my having to reapply for OWF (Form JFS 07200), complete the appraisal process, enter into a new self-sufficiency contract and still complete a compliance activity in order to end my sanction. I may be required to also complete a Job Search/Job Readiness assignment prior to being determined eligible for OWF following my sanction period.

It is my responsibility to contact [my worker] within sufficient time prior to my minimum sanction period to schedule my compliance activity if I wish to regain eligibility as soon as my minimum sanction period has been served. Failure to do so may cause delay in my regaining eligibility for OWF and/or Food Assistance.

My OWF beginning date of eligibility will be the later of the day after the minimum sanction period, the date of application or the day after compliance is met. I cannot resume participation in the FA Program until the month following the month I complete my compliance requirements.

I may begin receiving Medicaid coverage after a third work activity failure without good cause if I agree to comply. I may end my Medicaid sanction prior to serving the full six-month sanction if I comply sooner.

H. GRIEVANCE PROCESS

The grievance process is to ensure the FSET program does not assign participants to program activities which result in the displacement of other persons. The grievance process may be

initiated by either the individual or their representative. Requests shall be made in writing, in person, by e-mail or by telephone. Requests shall be made to the Workforce Development Administrator or Agency Director. All requests for grievance shall be followed with a letter to the individual and/or their representative with a set date, time, and location of the conference. The participant's assignment shall be suspended, with no adverse action as related to the FAET program, until the conclusion of the investigation. An investigation of the grievance shall be conducted by the Business Services Representative within five working days of the request. A grievance conference shall be attended by the individual and/or their representative, the business services representative, and any other person that either party believes can lend information to resolve the issue. The resolution process must be concluded within 15 calendar days from the date the grievance process was requested. The resolution will be in writing and sent to the individual and/or their representative and the business services representative. If the grievance is found to be justified the participant's employability plan shall be amended and the assignment changed. The work site shall not be utilized until a corrective action plan describing measures to avoid displacement has been approved and signed by the Agency Director and work site.

I. CONCIILIATION PROCESS

I understand that either the CDJFS or I may request a meeting to try to resolve disputes regarding any of the following:

- Disputes over assignments.
- Inappropriate treatment by a county agency employee or worksite supervisor.
- Irregular work hours that create a severe hardship on me.
- Worksite assignments that deviate from the normal duties of the job.
- Disagreement with disciplinary action against me at the worksite.
- Other areas of concern to me relating to participation.
- Disputes concerning working conditions and workers' compensation coverage.
- Wage rate calculations to determine the hours of participation.
- Disputes concerning failure to participate in the Food Assistance Employment and Training Program.

The request may be made verbally or in writing by either the CDJFS or me, but the request must be made within seven (7) calendar days following the day I do not participate according to this plan

J. COMPLAINT PROCEDURE

I understand that if I have questions or problems regarding this contract, any action taken on my case, including but not limited to the activities in my self-sufficiency contract and plan, work activities and supportive services, the CDJFS will provide me with a person that I can talk to. This person is called an "ombudsperson" and their name and telephone number is listed below.

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| OWF Ombudsperson Don Starett | Telephone Number (419) 668-8126 ext. 3102 |
|--|---|

K. PLAN REVIEW

The CDJFS and I will meet periodically to review the plan. The next scheduled plan review date is: 90 days semi-annually other 2 weeks. I can always request to review the plan sooner than the review date.

L. SIGNATURE

The CDJFS and I agree that we will follow this plan and understand that this plan can be changed

if something in my situation changes. Any plan changes will be in writing and signed by both the CDJFS and me. By signing this, I am stating that I understand the requirements in this plan and what will happen if I do not follow this plan.

| | |
|----------------------|------|
| Participant | Date |
| CDJFS Representative | Date |

M. AMENDMENT PROCEDURES

The CDJFS and I will review progress made by both parties in carrying out our responsibilities contained in this self-sufficiency contract as often as deemed necessary in achieving my employment goals. The CDJFS may require a reappraisal at any time and at its discretion. Either party can ask to amend the plan due to a change in circumstances (i.e., reassignment to another work activity, change in work assignment, change in work or alternative activities, change in supportive services, etc.) Any plan amendments will be in writing and signed by both the CDJFS and me. Changes initiated by either party and agreed to by both parties per a telephone contact shall be updated on the plan/contract by the CDJFS representative and a copy provided to the participant by mail, along with a postage-paid return envelope, for signature and returned by the participant within five (5) days of the date of the amended plan. Failure to show for a scheduled reappraisal appointment or sign and return an amended self-sufficiency contract will result in ineligibility of the entire OWF assistance group.

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|----------------------|------|
| Participant | Date |
| CDJFS Representative | Date |

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|----------------------|-------|
| Participant | Date: |
| CDJFS Representative | Date |

| | |
|----------------------|------|
| Participant | Date |
| CDJFS Representative | Date |