



Family Independence

*An Office of the
Department of Health and Human Services*

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**Department of
Health and Human Services
*Office for Family Independence***

**Maine
ASPIRE / TANF
Program Rules
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**MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE FOR FAMILY INDEPENDENCE
ASPIRE-TANF PROGRAM RULES**

SECTION 1: DEFINITIONS AND DESCRIPTIONS

SUMMARY: This section describes organizational units, programs, acronyms and significant terms pertaining to the ASPIRE-TANF program.

DEFINITIONS

Organizational units, programs, and their acronyms, and other significant terms pertaining to ASPIRE-TANF are defined below:

Alternative Education - An educational program that embraces subject matter or teaching methodology that is not generally offered to students of the same age or grade level in traditional school settings.

ASPIRE-Plus - ASPIRE-Plus is an On-the-Job training program that provides an employer subsidy for up to 26 weeks, depending on the length of training time needed, of up to 50% of the hourly wage paid by the employer.

ASPIRE-TANF - "ASPIRE-TANF" stands for -Additional Support for People in Retraining and Employment-Temporary Assistance for Needy Families. ASPIRE is the welfare employment and training program created by the Governor and the Maine Legislature in July 1988, to provide case management, education, training, support and employment services to help TANF recipients to find or create jobs in the local labor market.

ASPIRE-TANF Unit - A unit within the Department of Health and Human Services, Office for Family Independence, which provides ASPIRE-TANF services to TANF participants. These services include but are not limited to assessment, prevocational activities, support services, good cause determination, case management and employment services.

Assessment: An individualized process designed to integrate the array of ASPIRE-TANF services with the educational and vocational needs, interests and abilities of each participant.

Basic Literacy Level - The capability to read and write at a level equivalent to an 8.9 grade level as demonstrated either by an educational achievement test; maintaining a grade point average of at least 2.0 at a post-secondary institution; or having passed the reading portion of the GED.

Case Management - The process of identifying the needs of the participant and the participant's family, coordinating services appropriate to meet those needs, and monitoring the participant's progress through ASPIRE-TANF so the participant can gain the skills and support to obtain employment.

Child care, affordable*: Affordable child care arrangements are those for which the participant incurs no cost or is reimbursed by another program such as ASPIRE or through a deduction for child care from income by the TANF program or by any combination of these methods.

Child care, appropriate*: Appropriate child care is affordable child care furnished by a child care provider who has passed background checks as required by State law and regulations.

Child care, reasonable distance*: Reasonable distance means that the ASPIRE participant is required to commute no more than 15 additional miles between home and work activity in order to transport the child to the child care provider.

Child care, unsuitability of informal care*: Unsuitable child care is that provided by an individual who cannot pass a required background check or is unaffordable or would require the ASPIRE participant to travel an unreasonable distance.

Component - Education, training and employment activities approved by ASPIRE-TANF including: pre-training; educational activities through post-secondary level; job skills training; job readiness activities; group and individual job search; on-the-job training; and community work experience.

Department of Health and Human Services (Department or DHHS) - The agency, authorized by Federal statutes to administer the ASPIRE-TANF program and other programs within the Office for Family Independence.

Education - Activities including remedial-education, high school or equivalency, and post-secondary certificate programs designed to prepare the participant for employment.

Exempt from the Time Limit – a TANF recipient who has a month or months that do not count against his or her 60-month time limit.

Exempt from Work Participation - A TANF recipient who is not required to participate in ASPIRE-TANF in accordance with Federal or State regulations.

Extension – A one to six-month time period during which TANF benefits may be received, based on hardship, approved by the Department. This allows a household to receive benefits past its 60-month time limit, when the recipient is complying with program rules and meets all other TANF eligibility requirements.

Fair Hearing (also known as an Administrative Hearing) - A hearing conducted before a Department of Health and Human Services fair hearing officer in which a participant has an opportunity to dispute a decision made by the Department. The fair hearing decision officer's decision is binding on all parties involved in the particular case.

Family Contract - A form signed by a representative of the Department and each TANF caretaker relative that States the responsibilities of the parties to the agreement, including but not limited to cooperation in child support enforcement and determination of paternity, and the requirements of Program participation. The contract may also include referral to parenting activities and health care services where the need for such services has been established. Amendments to the Family Contract replace the formerly-used Employability Development Plan and Individual Opportunity Service Contract, and are completed by ASPIRE-TANF case managers on a periodic basis.

*These definitions apply only to single parents with a child under age 6.

Federal Department of Health and Human Services, Administration for Children and Families, Office of Family Assistance (HHS/ACF/OFA) – The Federal agency that administers and regulates the TANF Program and other programs of the Department of Health and Human Services, Office for Family Independence, and provides block grant funds for these programs.

Field Training – A non-wage, time limited, training placement with a public, private non-profit or profit employer which enables the participant to explore a preliminary career decision, gain experience in the work world and/or improve specific job skills.

Gainful Employment – Activities that a person can perform which are intended to provide an income and which are a source of consistent revenue for the worker, such as a steady job.

Good Cause – Acceptable reasons, as determined by the Department of Health and Human Services, for a participant's failing or refusing to participate in ASPIRE-TANF or in a particular ASPIRE-TANF component.

Job Club – A structured and supervised job search group which assists participants in their efforts to obtain and retain employment.

Job Development/Placement - Specific actions by ASPIRE-TANF or a service provider in identifying subsidized and unsubsidized jobs, marketing participants based on their career goals for those jobs and securing job interviews for participants.

Job Readiness - Pre-training activities focusing on life management skills, work maturity skills, work place expectations and work behavior and attitudes necessary to succeed in the labor market.

Job Search - Counseling and pre-employment training on job-seeking skills either individually or in groups. The group "Job Club" is the preferred job search activity.

Job Skills Training - Vocational training focusing on the required skills, knowledge and abilities of a specific occupation or business.

MaineServe - A program designed to provide parents who are eligible for TANF opportunities to serve their communities and the State in a manner that assists them in developing and renewing their skills in ways that may lead to employment that is sufficient to sustain their families.

Matriculation - For the Parents as Scholars Program, matriculation is defined as acceptance and enrollment into any two-year or four-year academic program in an institution of post-secondary education; the institution's definition of matriculation will be honored even when it includes such things as remedial work, conditional and undeclared major status.

Net Loss of Cash income - Net loss of cash income results if the family's gross income, less necessary work-related expenses, is less than the TANF benefit and any other cash assistance the participant was receiving at the time the offer of employment is made (Maine Public Assistance Payments Manual, Chapter II, page 41, item 11).

Non-Compliance – Failure of a mandatory ASPIRE recipient to sign or abide by the terms of the Family Contract Amendment without good cause, which will result in termination of benefits to the individual for the lesser of ninety (90) days or until the failure to comply ceases.

Office for Family Independence (OFI) - The organizational unit with the Department of Health and Human Services which administers the ASPIRE-TANF program. OFI also administers the following services: TANF, Food Supplement Benefits (SNAP), General Assistance, MaineCare, Support Enforcement & Recovery, and Emergency Assistance.

On-the-Job Training (OJT) - A means by which a participant is hired and trained in a specific occupation by a private or public employer who receives a partial reimbursement of wages paid for providing skills and training necessary to perform the job (See ASPIRE-Plus).

Participant - A TANF recipient who is involved in ASPIRE-TANF activities.

Parents as Scholars Program - A student aid program based on need for up to 2000 participants, to aid needy students who have dependent children and who are matriculating in post-secondary undergraduate 2-year and 4-year degree-granting education programs.

Period of Enrollment - The time frame from the opening of activity with the ASPIRE-TANF program, until participation with ASPIRE-TANF is ended.

Pre-Training - Activities designed to prepare the participant for occupational skills training, post-secondary education and employment. Such activities include secondary education programs, job readiness activities, employment counseling, field training, self-employment evaluation, and referral to services to improve life-management skills.

Sanctions - Actions taken by the Department of Health and Human Services as a result of a participant's failing or refusing to participate in ASPIRE-TANF without good cause. These actions generally cause a reduction in TANF and Food Stamp benefits for a specified time period for participants who are not exempt and a loss of services for a specified time for voluntary participants.

Satisfactory Progress - The requirement that a participant meet standards of performance imposed by an educational or training institution and by ASPIRE-TANF while participating in an education or training activity.

Support Services - Services such as child care, transportation, eye and dental care, which enable the participant to complete the Family Contract and take employment.

TANF Recipient - An individual whose family's financial needs are met in part with TANF payments in accordance with the Maine Public Assistance Manual.

TANF Single Parent Family - A TANF family which receives benefits under the program authorized in section 407 of the Federal Social Security Act whose children are deprived of parental support or care by reasons other than the underemployment of the parent who is the principal wage earner, or the incapacity of a parent

TANF Two Parent Family - A TANF family which receives benefits under the program authorized in the Federal Social Security Act, as amended by the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, and the Deficit Reduction Act (DRA) of 2005, whose children are deprived of parental support or care either by reason of the underemployment of the parent who is the principal wage earner, or by reason of incapacity of a parent.

Time Limit – The limit of 60 months during which a family may receive TANF assistance in the absence of the family qualifying for a time limit exemption or extension.

Transitional Employment for Maine Parents (TEMP) - a volunteer work experience position for a minimum of 20 hours per week.

Training and Work Site Agreement - An agreement which is included as part of the Family Contract and which stipulates specific performance requirements for a participant enrolled in education, training and/or work experience.

UP – Unemployed Parent refers to the cases where TANF eligibility is based on the unemployment or underemployment of one of the parents in the household.

Up-front Job Search - Newly-granted TANF recipients who are considered job-ready, and who are eligible for TANF based on unemployment of the primary wage earner or single parent recipients whose children are 5 years of age or older, *may* participate in individual or group job search activities during the work evaluation phase of involvement with ASPIRE-TANF.

Voluntary Participant - A TANF recipient who is not required to participate, by Federal or State regulations but chooses to enroll in ASPIRE-TANF.

Work Activities - Work activities are those activities that are allowable under PRWORA (Sec. 407, (d) and are listed in this manual in Section 3 (IV. A. 3 and IV. B. 2).

Work Eligible Individual – An adult, or a minor child, who is a head of household, receiving assistance under TANF or a separate State program, who is not otherwise exempted from meeting a work requirement.

Work Evaluation - Consists of all activities related to assessment, employability plan development and initial amendment to the Family Contract. Work evaluation is limited to a maximum of 90 days, unless extended by the Commissioner (or the designee of the Commissioner).

Work Experience - This is a generic term used to describe a variety of experiential activities (such as TEMP, On-the-Job Training, Job Shadowing, etc.) that lead to, or include, employment.

Work Readiness Activities - These activities include job shadowing, job coaching, mentoring, situation assessment, and any other activity that will encourage obtaining or retaining employment.

**MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE FOR FAMILY INDEPENDENCE
ASPIRE-TANF PROGRAM RULES**

SECTION 2: AUTHORIZATION, PHILOSOPHY, GOALS AND OBJECTIVES, ADMINISTRATION

SUMMARY: This Section cites authorizing statutes; presents the philosophy, goals and objectives; and describes the roles and responsibilities of administrative units of the ASPIRE-TANF Program.

I. AUTHORIZATION

The Department is authorized to operate the ASPIRE-TANF Program by the Federal Social Security Act, Titles IV-A and IV-F, as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and the Deficit Reduction Act of 2005 (DRA); and by Maine Public Law (22 MRSA 3782-A *et seq.*).

II. PHILOSOPHY

- A. Employment to reduce welfare dependency is the central theme around which the Program operates, according to the Social Security Act as amended by the Personal Responsibility and Work Opportunity Reconciliation Act and the Deficit Reduction Act and the Governor's Human Resource Development (HRD) plan. ASPIRE-TANF coordinates a delivery structure which maximizes resources of the Department of Health and Human Services and other community resources. Consistent with the concept of reducing welfare dependency, the ASPIRE-TANF program recognizes the following principles as its operating philosophy:
1. TANF is a temporary income program to provide support while the individual moves towards employment.
 2. ASPIRE-TANF is an employment and training program, the services of which are intended to help participants reduce or avoid welfare dependency.
 3. ASPIRE-TANF assumes that all participants seek economic self-support; accordingly, the program will provide employment and training and related services to help participants move toward this goal.
 4. Expenditures made on behalf of participants represent society's investment in their human potential and accordingly, ASPIRE-TANF seeks to reduce welfare dependency, as a benefit to both participants and society.
 5. As a program concerned with the development of individual participants, ASPIRE-TANF recognizes the differing vocational needs, interests, and abilities of its participants. ASPIRE-TANF will plan with each participant to best meet those needs and to overcome barriers to successful goal achievement.

6. ASPIRE-TANF will provide training, education and support services to its participants with the expectation that those participants will be placed in employment which will not result in a net loss of cash income, and with the greater expectation that most participants will obtain employment which will lead to benefits, wages and career ladders that will enable them to support their families.

III. GOALS AND OBJECTIVES

- A. The goals of the ASPIRE-TANF Program are set forth in Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and the Deficit Reduction Act of 2005 (DRA) and Maine Public Law (22 MRSA 3781 *et seq.*) as follows:
 1. Among the goals of the PRWORA is to, “[P]rovide assistance to needy families so that children may be cared for in their own homes or in homes of relatives; [and] end the dependence of needy parents on government benefits by promoting job preparation, work and marriage....”
 2. The goal of ASPIRE-TANF as stated in Maine Public Law is "to provide services and support to recipients of Temporary Assistance to Needy Families and to reduce dependence on public assistance to the extent that adequate funding is available for that purpose. The principal goal is to assist the recipient in securing stable employment that pays wages sufficient to maintain adequate family income without public assistance and to increase the basic life skills and self-confidence of the recipient.
- B. The objectives of ASPIRE-TANF are:
 1. To assure that TANF families obtain the services that will help them reduce or avoid welfare dependence and increase their quality of life;
 2. To encourage, assist, and require recipients of TANF to fulfill their responsibilities to support their children;
 3. To provide TANF recipients with the opportunity to acquire the education and skills necessary to qualify for employment;
 4. To provide necessary support services so that TANF recipients can participate in ASPIRE-TANF and become employed without a net loss of cash income;
 5. To promote coordination of services at all levels of government, to increase accessibility to those services for participants, and maximize the use of existing resources;
 6. To emphasize accountability of both participants and services providers; and
 7. To meet performance standards as established by Federal and State ASPIRE-TANF legislation.

IV. ADMINISTRATION

- A. The ASPIRE-TANF Program is administered by the Department of Health and Human Services which has responsibility for program direction and oversight. OFI, through its regional offices and through contracts and agreements with community agencies, provides services to TANF recipients to help them obtain employment leading to a reduction in welfare dependency.
- B. In accordance with Federal and State authorizing legislation, OFI, as administrator of ASPIRE-TANF, makes the following assurances. OFI will:
 - 1. Have in operation both a work program and a support services program which have been approved by the Secretary of the Department of Health and Human Services (HHS) and that meet all the requirements of the Social Security Act, PRWORA, DRA and Maine Public Law.
 - 2. Ensure that the ASPIRE-TANF Program will meet all statutory and regulatory requirements.
 - 3. To the extent that resources permit, require non-exempt TANF recipients and allow volunteers to participate. The Department shall provide child care in accordance with federal and state law when the child care is necessary to permit a TANF-eligible family member to participate in the ASPIRE-TANF program.
 - 4. Ensure that participants are not discriminated against on the basis of race, sex, national origin, religion age, or handicapping condition under the ASPIRE-TANF Program.
 - 5. Ensure that participants will be assigned to ASPIRE-TANF Program activities in accordance with the provisions of the Social Security Act as amended by the PRWORA of 1996, the DRA of 2005 and Maine Public Law (22 MRSA 3782-A et seq.)
 - 6. Ensure that benefits and services provided under the Social Security Act as amended by the PRWORA of 1996, DRA of 2005 will be delivered in an integrated fashion.
 - 7. Ensure that services funded or provided under ASPIRE-TANF are not otherwise available on a non-reimbursable basis
 - 8. Ensure that all recipients of TANF are encouraged, assisted and required to fulfill their responsibilities to support their children by preparing for, accepting, and retaining such employment as they are capable of performing.
 - 9. Ensure that State and local funds expended for ASPIRE-TANF services shall be maintained at the level required by maintenance of effort provisions of the Social Security Act as amended by the PRWORA of 1996, and the DRA of 2005.
 - 10. Ensure that Federal and State funds made available to OFI for the ASPIRE-TANF Program shall not be used to supplant non-Federal funds or any other funds which would otherwise be available for existing services and activities.

11. Ensure that all participants with disabilities have the right to request and receive, subject to adequate Federal and State funding, a reasonable accommodation in order to receive substantially the same program benefits as persons without disabilities.

In accordance with the Americans with Disabilities Act (ADA), no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of the Maine Department of Health and Human Services (DHHS), or be subjected to discrimination by DHHS.

C. Responsibilities of organizational units are as follows:

- I. The responsibilities delegated exclusively to the Office for Family Independence are:
 - a. Overall program administration including: establishing optional provisions and components of the program; program planning and design; determination of who should participate; establishment of participation requirements; development of definitions of good cause for failing to participate; and the issuance of policies, rules and regulations governing the program.
 - b. Taking certain actions regarding individuals including: determination of exemption status; providing case management services; determination of good cause for failure to participate; determination and application of sanctions; determination of extensions or exemptions from the 60-month time limit; providing notice of case actions, and fair hearings. (The conducting of fair hearings is delegated to the Department of Health and Human Services, Administrative Hearings Unit.)
2. The responsibilities of the Office for Family Independence Eligibility Units include:
 - a. Initiating the Orientation process; provide preliminary information to TANF applicants regarding ASPIRE-TANF services, participant rights and responsibilities and other pertinent information.
 - b. Having all TANF applicants sign a Family Contract, countersigned by OFI staff.
 - c. Determining whether TANF recipients are exempt from participation in ASPIRE-TANF.
 - d. Determining good cause related to eligibility issues, applying sanctions and sending notice of sanction actions.
 - e. Administering transitional child care, transitional transportation, MaineCare, Transitional Food Assistance, and TANF Worker Supplement for former ASPIRE-TANF participants, and other TANF recipients who lose TANF eligibility due to earnings, voluntary closures or increased hours of employment; administering Transitional MaineCare for families losing TANF eligibility due to increased child support collections.
 - f. Representing OFI at Fair Hearings related to eligibility issues.
 - g. Determining the months that will count toward the 60-month time limit on benefits. Notifying individuals of their month count annually and providing notice to recipients 120 days prior to the end of their 60th month of TANF receipt that their time limit is imminent. This notice will include an explanation of time limit exemptions and extensions.

3. The responsibilities of the Office for Family Independence ASPIRE-TANF units include:
 - a. Providing comprehensive orientation to ASPIRE-TANF participants, either individually or in groups, regarding ASPIRE-TANF, participant rights and responsibilities and other pertinent information.
 - b. Conducting a work evaluation with each participant. This work evaluation consists of all activities related to assessment and completion of amendments to the Family Contract.
 - c. Acting as case managers throughout the ASPIRE-TANF participant's period of enrollment. Case management includes counseling the participant regarding life-coping skills, brokering of support services, advocating for the participant and monitoring, evaluating and documenting the participant's progress in order to assist the participant to obtain the skills and support needed to become employed.
 - d. Providing on-going assessment, and determining whether educational achievement, aptitude, skill or other testing is needed.
 - e. Providing direct services, such as pre-training activities (group exercises to enhance self-esteem, self-awareness and develop goals), support services (child care, transportation, etc.), and making referrals to agencies providing services.
 - f. Determining good cause for failing to participate.
 - g. Recommending that the OFI eligibility unit apply sanctions, and sending notice of other participant status changes to the OFI eligibility unit.
 - h. Representing OFI at fair hearings on ASPIRE-TANF issues.
 - i. Developing resources to increase the amount, accessibility and quality of services for participants.

**MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE FOR FAMILY INDEPENDENCE
ASPIRE-TANF PROGRAM**

**SECTION 3: PARTICIPATION, PARTICIPANT PERFORMANCE REQUIREMENTS,
PARTICIPANT SATISFACTORY PROGRESS, PROGRAM PERFORMANCE
REQUIREMENTS, SCHEDULING APPOINTMENTS**

SUMMARY: This Section contains the federal and state requirements for participation in ASPIRE-TANF and satisfactory progress determinants. This Section includes appointment scheduling procedures.

I. PARTICIPATION

- A. The ASPIRE-TANF Program is a program for TANF recipients designed to provide participants with the necessary educational skills and training leading to employment. Title IV, Part A of the Social Security Act, as amended in 1996 by the Personal Responsibility Work Opportunity Reconciliation Act (PRWORA) and in 2005 by The Deficit Reduction Act (DRA) requires, where resources permit that TANF recipients who are determined to be Work Eligible Individuals participate in an education, training or employment program. Work Eligible Individual means an adult, or a minor child who is a head of household, receiving assistance under TANF or a separate State program, who is not otherwise exempted. Recipients may be exempted from participation when permitted under State law in accordance with the Maine Public Assistance Payments Manual by the Office for Family Independence Eligibility Unit.
- B. The OFI Eligibility Unit is responsible for determining whether a TANF recipient is exempt from participation. TANF recipients who are otherwise exempt may volunteer to participate in the ASPIRE-TANF Program. The OFI Eligibility Unit is, therefore, responsible for assuring that both mandatory and volunteer participants are appropriately referred to the ASPIRE-TANF Unit.

II. PARTICIPANTS PERFORMANCE REQUIREMENTS

- A. All ASPIRE-TANF Households
1. In order to meet Federal work requirements, all TANF Work Eligible Individuals are required to participate in the ASPIRE-TANF program when funding is available, unless exempted from participation by the TANF eligibility worker for one of the following reasons:
 - a. A recipient who is the single custodial parent or a caretaker relative of a child under one year of age and is personally providing care for that child. This exemption is limited to no more than 12 months per single custodial parent or caretaker relative;
 - b. A recipient who is the only parent or caretaker relative available in the home to personally provide care for a disabled family member who is living in the household. The recipient is not considered to be personally providing care if the disabled family member is a full-time student, or the child is in a preschool or a kindergarten program twenty (20) or more hours per week. The need for the TANF or PaS recipient to care for the disabled family member must be verified at least every six months through statements from a medical professional unless the disabled child is under the age of 5 and receives SSI. (December 2011)

- c. A recipient who is a Vista volunteer under the Federal Domestic Volunteer Service Act of 1973; or
 - d. A recipient who receives Social Security Disability Insurance (SSDI).
2. Component activities may be combined to reach the number of hours of program participation required by ASPIRE-TANF.
 3. Education, training and treatment is limited to a maximum of 24 consecutive months **(EXCEPTION: this does not apply to the Parents as Scholars Program, described in Section 16)**, starting with the first day of participation in ASPIRE-TANF in any allowable and approved job skills or occupational skills training activity. The 24-month period may be extended by the Commissioner or the designee of the Commissioner for good cause shown. The participant must make all reasonable efforts to complete the education or training program within the normal time frames prescribed by the institution for completion.

However, ASPIRE-TANF recognizes that there are often circumstances such as a necessary change in program, family or personal problems, inability to carry a full course load and other factors which may prohibit timely completion. Therefore, if there is good cause ASPIRE-TANF will permit participants 1.5 times the normally expected time period for completion of the education or training program, up to the 24-month time limit. Extensions beyond the 24 month period require the approval of the Commissioner of DHHS, or the designee of the Commissioner.

4. The Department may approve a job skills or occupational training activity longer than 24 months provided the participant agrees to perform a minimum of thirty (30) hours a week of work site experience by no later than the end of the 24-month period. (NOTE: See section 16 for requirements for the PaS Program.) Qualifying work site experience may include, but is not limited to, unsubsidized employment, subsidized employment, Field Training, On-The-Job Training, Community Service activities, work study, training-related practicums or any other such work site approved by the Department. The 24-month period does not include periods of non activity in which good cause has been determined.
5. A participant with a child under age six (6), will count as engaged in work if she or he participates in work activities for at least an average of twenty (20) hours per week.

B. ASPIRE-TANF One Parent Households

1. Single parents receiving TANF who are considered job-ready, and whose children are 5 years of age or older, must participate in individual or group job search, depending on their needs and the resources of the local ASPIRE-TANF offices.
2. ASPIRE-TANF participants who are Work Eligible Individuals in one parent households will be required to participate in a countable work activity for a minimum of thirty (30) hours per week unless good cause (Section 4, subsection III) has been granted by the program for fewer hours of participation or non-participation, or the ASPIRE Specialist determines that one or more of the following three activities are appropriate for some or all of the hours beyond twenty (20): job skills training directly related to employment; education directly related to employment; and satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence. The number of hours that a household can be required to participate in any unpaid work activity is determined by dividing the household's TANF and Food Supplement benefits by the State or Federal minimum wage,

whichever is higher, as described in Section 11. If the total is less than the minimum number of hours required by Federal and/or State law, the difference will be made-up involving the participant in non-work activities, such as skills training or remedial education.

C. Teen Parents

1. ASPIRE-TANF Teen Parents (under age 20) have additional performance requirements under this section, subsection II 1a. These are:
 - a. A custodial parent under 20 years of age who is a recipient of TANF and has not completed high school or its equivalent must participate in the ASPIRE-TANF Program regardless of the age of the youngest child and attend courses to complete high school, with an emphasis on education in a traditional high school setting.

D. ASPIRE-TANF Two Parent Households

1. TANF two parent family members who are job ready must participate in individual or group job search depending on their needs and the resources of the local ASPIRE-TANF office.
2. Participation requirements for two parent families are regulated by State and Federal law.

State law requires each parent to participate in work activities in accordance with the Title IV, Par A of the Social Security Act as amended in 1996 by PROWRA and in 2005 by the DRA. (Exception: in two parent families where eligibility is based on the incapacity of one of the parents, the family will be treated as if it were a single parent family and subject to the requirements under II. A of this Section, excluding number 5 in that Section, as that only applies to households where there is only one parent present.)

Federal law requires parents in families in which federal funds are being used to pay for child care to participate in work activities as described in IV. B. 2 a. of this Section for a total of 50 hours per week, and also participate in the activities as described in IV. B. 2 B. of this Section for an additional 5 hours per week.

If Federal funds are not being used to pay for the cost of child care, Federal law requires one or both parents to participate in the work activities as described in IV. B. 2 a. of this Section for a total of 30 hours per week, and also participate in the activities as described in IV. B. 2 b. of this Section for an additional 5 hours per week.

The number of hours that a household can be required to participate in any unpaid work activity is determined by dividing the household's TANF and Food Supplement benefits by the State or Federal minimum wage, whichever is higher, as described in Section 11. If the total is less than the minimum number of hours required by Federal and/or State law, the difference will be made-up involving the participant in non-work activities, such as skills training or remedial education.

3. Recipients are parents in a two parent family who are under the age of 20 and have not completed high school or successfully completed an equivalent course. These recipients will be given the choice of participating in an educational activity directed toward attainment of a high school diploma or its equivalent, in lieu of or in combination with the work component activity.
4. In any 6 week period in a Federal fiscal year (from October 1 through September 30), a parent may participate in a structured Job Search (See Section 12) in lieu of a work component participation.

III. PARTICIPANTS' SATISFACTORY PROGRESS

- A. Participants who enroll in any ASPIRE-TANF activity, (other than ASPIRE-PLUS where employer expectations shall apply) must adhere to satisfactory progress requirements. These requirements will be listed on a Training or Work Site Agreement which is considered to be part of the Family Contract Amendments. The requirements include the following:
 1. Participating as required by the activity and/or attending classes as scheduled.
 2. Reporting to ASPIRE-TANF any situation or circumstance which might affect continued participation in the activity.
 3. When applicable, making satisfactory progress in a secondary educational program as defined by the institution or program the participant is attending, which means meeting on a periodic basis of at least once a year a consistent standard based on written policy developed by the institution or program, and approved by the Maine Department of Education and ASPIRE-TANF.
 4. For participants attending post-secondary programs, including the Parents as Scholars program, satisfactory progress will include, at a minimum, the participant maintaining a 2.0 grade point average (or its equivalent).
 - a. If a participant's semester (or its equivalent) grade point average falls below 2.0, a maximum of one probationary semester (or its equivalent) will be permitted to allow the participant the opportunity to meet the 2.0 grade point average.

- b. If a participant's overall grade point average falls below 2.0, whether or not the last semester (or its equivalent) is above 2.0, a maximum of two probationary semesters (or its equivalent) will be allowed. The first semester (or its equivalent) is allowed to meet the semester 2.0 grade point average, and the second to obtain an overall grade point average of 2.0. If the participant does not meet the 2.0 current semester (or its equivalent) grade point average, a second probationary semester (or its equivalent) will not be allowed.
 - c. Providing ASPIRE-TANF/PaS a copy of the student financial aid award letter as it becomes available.
 - d. Providing ASPIRE-TANF/PaS with copies of progress reports, such as grades, as they become available.
- 5. Providing ASPIRE-TANF/PaS with verification of hours of attendance.
 - 6. If additional satisfactory progress standards are required by the institution, program, training or work site, or by ASPIRE-TANF/PaS, then these will be incorporated into the participant's written Family Contract. See Section 7, "Family Contract", for further information.
- B. Failure of the participant to meet satisfactory progress requirements will result in the withdrawal of support for the activity and possible application of sanctions unless there is good cause for failing to meet the requirements.

IV. PROGRAM PERFORMANCE REQUIREMENTS

- A. Mandatory ASPIRE-TANF program performance for all TANF families.
 - 1. Federal law sets forth work requirements for all TANF families. These include the hours per week that must be worked and the percentage of the overall TANF caseload that the ASPIRE-TANF Program must place in work activities.

50% of all TANF families must participate in countable work activities, at least, an average of 30 hours/week.
 - 2. The number of hours a TANF recipient is considered participating includes only the time involved in actual scheduled program activities, and not the time spent in traveling to and from the activity, nor the time spent in traveling to and from the child care provider.
 - 3. Allowable ASPIRE-TANF Program work activities to be counted toward hours of work requirement participation and participation rates for all TANF families are as follows:

- a. Countable toward the first 20 hours of participation each week are:
- Unsubsidized Employment – includes “Paid Employment”, Self-Employment, On-the-Job-Training, Work Study, ASPIRE Child Care Employment, and Apprenticeship.
 - Subsidized Employment
 - Work Experience – includes Field Training (skills)
 - On-the-Job-Training – On –the-Job-Training is considered to be Unsubsidized Employment
 - Job Search & Job Readiness (6 weeks in any 12-month period – 12 weeks in any 12-month period for States with Needy State status) – Job Search and Job readiness activities include Individual Job Search, Group Job Search, Pre-Vocational (ASPIRE), Pre-Vocation (referred), Substance Abuse/Mental Health Treatment, Field Training (readiness), Placement Assistance, and Job Development.
 - Community Service Programs – Activities include TEMP (regular), TEMP (UP), and Volunteering.
 - Providing Child Care Services to an Individual Who is Participating in a community service Program.
 - Vocational Educational Training – Activities include Associate’s Degree (PaS), BA/BS Degree (PaS), College Courses, Community College Degree (PaS), Community College Certificate, Community College Courses, Adult Ed (skills), Employer Sponsored Training, and Technical/Trades Courses. Participants are limited to 12 months of Vocational Educational Training in their lifetime. One hour of study time will be counted toward participation for every verified hour of classroom participation.
- b. Countable after the first twenty (20) hours of participation each week:
- All activities listed in Section 3, IV, A, 3, a, plus
 - Job Skills Training Directly Related to Employment – Activities include all activities listed in Vocational Educational Training. There are no time limits on Job Skills Training activities.
 - Education Directly Related to Employment – Activities include Adult Basic Ed (ABE), English as a Second Language (ESL), Adult Ed (diploma); High School, and G.E.D. preparation.

B. Mandatory ASPIRE-TANF Program Performance for Two Parent families receiving TANF.

1. Federal law sets forth additional work requirements for parents in two parent families. Two parent families are defined as TANF families with 2 or more Work Eligible Individuals. These include the hours per week that must be worked, or hours involved in work activities, and the percentage of the two parent population that the ASPIRE-TANF Program must place in work activities.

90% of TANF 2-Parent families must be participating in work activities an average of 35 hours per week.

2. Allowable ASPIRE-TANF Program activities to be counted toward hours of work requirement participation and participation rates for parents in two parent families are as follows:

- a. Countable toward the first thirty (30) hours of participation each week:
- Unsubsidized Employment – includes “Paid Employment”, Self-Employment, On-the-Job-Training, Work Study, ASPIRE Child Care Employment, and Apprenticeship.
 - Subsidized Employment
 - Work Experience – included Field Training (skills)
 - On-the-Job-Training – On-the-Job-Training is considered to be Unsubsidized Employment
 - Job Search & Job Readiness (6 weeks in any 12-month period – 12 weeks in any 12-month period for States with Needy State status) – Job Search and Job Readiness activities include Individual Job Search, Group Job Search, Pre-Vocational (ASPIRE), Pre-Vocational (referred), Substance Abuse/Mental Health Treatment, Field Training (readiness), Placement Assistance, and Job Development.
 - Community Service Programs – Activities include TEMP (regular), TEMP (UP), and Volunteering.
 - Providing Child Care Services to an Individual Who is Participating in a community service Program.
 - Vocational Educational Training – Activities include Associate’s Degree (PaS), BA/BS Degree (PaS), College Courses, Community College Degree (PaS), Community College Certificate, Community College Courses, Adult Ed (skills), Employer Sponsored Training, and Technical/Trades Courses. Participants are limited to 12 months of Vocational Educational Training in their lifetime. One hour of study time will be counted toward participation for every verified hour of classroom participation.
- b. Countable after the first thirty (30) hours of participation each week:
- All activities listed in Section 3, IV, A, 3, a; plus
 - Job Skills Training Directly Related to Employment – Activities include all activities listed in Vocational Education Training. There are no time limits on Job skills training activities; and
 - Education Directly Related to Employment – Activities include Adult Basic Ed (ABE), English as a Second Language (ESL), Adult Ed (diploma); High School, and G.E.D. preparation

V. SCHEDULING PROCEDURES

- A. ASPIRE-TANF will contact participants by mail in order to schedule an appointment for an assessment. The letter will indicate the date and time of appointment and will indicate the participants’ rights and responsibilities on the reverse side. The letter will schedule an appointment within ten (10) working days of the mailing of the letter (Note: All correspondence from ASPIRE-TANF to participants will be sent by first-class mail, and ASPIRE-TANF will presume that any correspondence was received by the participant if it is not returned to ASPIRE-TANF by the postal system).

The letter will state that if unable to attend, the participant must notify ASPIRE-TANF prior to the appointment date.

- B. If the participant fails to appear for the appointment, and fails to contact the ASPIRE-TANF office on or before the date of the appointment with good cause (as determined by ASPIRE-TANF), a notice of non-compliance will be sent to the participant stating the complete list of available good cause reasons and requesting the participant contact her/his ASPIRE Specialist for a determination as to whether good cause exists. If there is no response to this letter, or if good cause is not found, a supervisory review will be completed on the proposed sanction. Upon supervisory approval a Notice of Sanction will be sent to the OFI Eligibility Unit to apply a sanction. Please see Section 4, III. and VII. for information regarding good cause.

- C. Commencing with the development of the participant's first amendment to the Family Contract, scheduling for additional appointments may be done at the discretion of ASPIRE-TANF either by placing the time and date of the appointment on the Family Contract or by sending the participant an appointment letter, or by orally scheduling the appointment. If the participant fails to appear for the appointment and fails to contact the ASPIRE-TANF office on or before the date with good cause (as determined by ASPIRE-TANF), steps outlined in Section 3, sub-section VI, B, will be followed.

**MAINE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE FOR FAMILY INDEPENDENCE
ASPIRE-TANF PROGRAMS RULES**

SECTION 4: PARTICIPANTS' RIGHTS & RESPONSIBILITIES; SANCTIONS; GOOD CAUSE; FAIR HEARINGS; CONFIDENTIALITY; OVERPAYMENT PROCEDURES

SUMMARY: This Section summarizes participants' rights and responsibilities including fair hearings, grievance procedures, and confidentiality. The Section also outlines good cause and sanctionable actions.

I. CONFIDENTIALITY

- A. Release of information about a participant to other Offices and Divisions within the Department of Health and Human Services or agencies under contract with ASPIRE-TANF, will be made only when such release is directly related to the administration of the ASPIRE-TANF activity for which information is needed.

Release of information to entities, other than those within the Department or agencies under contract with ASPIRE-TANF regarding participants will be made only upon receipt of written permission from the participant affected. This general rule relating to release of information applies to all requests from outside of the Department including other governmental authorities (local, State and Federal), courts of law, and law enforcement agencies, except as provided in Section 4, Subsection I, B. No information will be given to an absent parent concerning a participant without the written permission of said participant.

In addition, when information is sought and the participant's permission is furnished, ASPIRE-TANF will disclose only such information as is directly related to the administration of ASPIRE-TANF or the agency requesting the information.

- B. Exceptions to the requirement of obtaining the participant's written permission for release of information outside the Department are as follows:
1. In an emergency situation when the participant's consent for release of information cannot be obtained, and ASPIRE-TANF decides it is in the best interest of the participant to release the requested information, ASPIRE-TANF may release such information without written permission of the participant, with approval of a supervisor or supervisor's designee. The participant will be notified as soon as possible about the release and the reason for such release.
 2. Release of information to employers may be made as part of a job development or ASPIRE-Plus/OJT contract development activity providing that activity is included in the Family Contract which has been signed by the participant.

3. If a subpoena or order is issued from a court for a case record, or for ASPIRE-TANF staff to testify concerning a participant, ASPIRE-TANF will call the court's attention to statutory provisions and regulations against disclosure of information. The decision regarding release of information will reside with the presiding judge.
 4. A participant's current address only may be made available to Federal, State or local law enforcement officers if the officer furnishes ASPIRE-TANF with the participant's name and demonstrates that:
 - a. The participant is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or an attempt to commit a crime, which is a felony under the laws of the place from which the individual flees; or
 - b. The participant is violating a condition of probation or parole imposed under Federal or State law; and
 - c. The location or apprehension of the a participant is within the officer's official duties; and
 - d. The request is made in proper exercise of those duties.
 5. In circumstances other than those covered in Section B, 4, when ASPIRE-TANF employees are asked by a law enforcement officer for the current address or other information regarding a participant, the employee should State that ASPIRE-TANF has no legal authority to disclose the information; but that ASPIRE-TANF will contact the participant and ask for permission to discuss the information, or to encourage the participant to come forward.
- C. With advance written notice of one working day a participant, or a participant's designated representative, may view the contents of the case record during normal business hours and on the premises where the case record is normally kept. Upon request, ASPIRE-TANF will make photocopies of relevant portions of the case record for the participant, or the designee, to take from the premises. The provision for advance written notice of one working day will be waived in instances where a conciliation meeting, or similar event, has been scheduled within twenty-fours of its being requested.
- Information contained in the case record and deemed confidential by ASPIRE-TANF (e.g., names of persons providing information, or information about other persons, of which the participant should not be aware and which has no bearing on the participant's right to due process) must be removed, de-identified or deleted prior to the participant viewing the record. Information removed from the case record will not be used by either party in hearings or similar proceedings.

- D. ASPIRE-TANF will take all necessary precautions to ensure that case records and other information regarding participants are kept, when not in use, in filing cabinets or drawers out of public view. Case records may be viewed by supervised ASPIRE-TANF trainees, temporary employees or contractors who have signed a Statement informing them of their responsibilities to ensure client confidentiality.

II. PARTICIPANTS' RIGHTS AND RESPONSIBILITIES

- A. Participants will be notified orally of their rights and responsibilities at the time of the assessment interview and when a sanctionable act is committed if ASPIRE-TANF is able to meet face-to-face with the participant.
- B. A Notice of Rights and Responsibilities will be printed on the reverse side of all correspondence sent to participants as well as on the Family Contract and other ASPIRE-TANF documents signed by the participant.
- C. The Notice of Rights and Responsibilities will include a description of sanctions and participant rights and responsibilities including fair hearings.
- D. Federal law and regulations require that mandatory participants who fail without good cause to comply with ASPIRE-TANF program rules be sanctioned for failure to comply. Failure of a mandatory ASPIRE recipient to sign or abide by the terms of the Family Contract without good cause will result in termination of benefits to the individual for the lesser of ninety (90) days or until the failure to comply ceases. TANF cash assistance for the remainder of the eligible family members will continue, if they are otherwise eligible for TANF. Should the first failure to comply last for longer than 90 days or for a second and subsequent non-compliance, TANF cash assistance for the full family unit will be terminated. Food Supplement (SNAP) benefits may also be reduced for a specified period. Non-mandatory participants who do not comply with ASPIRE-TANF program rules may have services and support withdrawn, but TANF and Food Supplement (SNAP) benefits will not be reduced.
- E. Any participant who has good cause for failure to comply with ASPIRE-TANF program rules as determined by ASPIRE-TANF will not be sanctioned.
- F. Participants who disagree with ASPIRE-TANF decisions have the right to an Administrative Hearing, sometimes referred to as a Fair Hearing (Section 4, V.).
- G. The ASPIRE-TANF program is obligated by Federal regulations and State law to protect the basic rights and dignity of participants by ensuring confidentiality of information concerning those participants.
- H. The Deficit Reduction Act of 2005 requires States to report actual, verified hours of activity of TANF recipients. ASPIRE participants must provide verification of their hours of participation in ASPIRE activities.

III. GOOD CAUSE

- A. A finding of good cause allows the participant to temporarily suspend compliance with ASPIRE-TANF rules and policies, including participation in a particular activity. It is the responsibility of the participant to demonstrate to ASPIRE-TANF staff that good cause exists. ASPIRE-TANF staff will determine whether good cause exists based on the information provided by the participant.

In addition, good cause can be granted by OFI Eligibility staff at the time of application in instances where participation in ASPIRE-TANF would not be in the best interests of TANF recipient(e.g., domestic violence situations). Please refer to the Maine Assistance Payments Manual for further information.

B. Good cause for failure to comply with ASPIRE-TANF rules is the following:

1. Illness or advanced age of the participant, or illness or incapacity of a household member that requires the participant to provide care in the home. Verification by a physician may be required.
2. Sexual harassment occurring while the participant is engaged in ASPIRE-TANF activities.
3. Court-required appearance or incarceration.
4. Lack, or breakdown, of necessary supportive services such as child care or transportation, with no appropriate alternative available at no additional cost to the participant or the program.
5. Inclement weather which prevents the participant from traveling to an activity, which is severe enough to prevent other participants from traveling to the same activity.
6. Assignment to an activity which has not been made part of the Family Contract.
7. Participation in activities which require the participant to travel or relocate outside the immediate geographic area, which is that area within a two (2) hour round trip commute, unless the participant has voluntarily elected to relocate or travel.
8. Any crisis or special circumstances, about which ASPIRE-TANF has been advised, causing the participant to be absent from or discontinue any activity, and which ASPIRE-TANF determines to constitute good cause.
9. Inability to participate due to domestic violence when the individual is unable to participate because of physical injuries or the psychological effects of abuse; because of legal proceedings, counseling or other activities related to abuse; because the abuser actively interferes with the individual's participation; because the location puts the individual at risk; or for other good cause related to domestic violence. Reasonable and verifiable evidence may include, but is not limited to, the following:
 - a. court, medical, law enforcement, child protective, social services, psychological or other records that establish that the individual has been the victim of domestic violence; or
 - b. sworn statements from persons other than the individual with knowledge of the circumstances affecting the individual; or

c. visual observation by ASPIRE-TANF staff of physical injuries.

10. Any other reason resulting in failure to participate that is beyond the control of the participant or that a reasonable person would determine to be good cause.

C. Good cause for failure to accept employment or for quitting employment includes those items listed in section III, B, (with the exception of the phrase "at no additional cost to the participant", appearing in Section IV, B, 4, which does not apply to employed participants) and the following:

1. The employment does not pay at least the Maine minimum wage.
2. The employment results in the participant's family experiencing a net loss of cash income.
3. The daily hours of work and the weekly hours of work exceed those customary to the occupation.
4. The employment is dangerous to health or safety.
5. Daily commuting time or daily distance is more than a two hour round trip commute from the participant's residence.
6. The participant is not physically and/or mentally able to do the job.
7. The participant is required to join or quit a union.
8. There is a legal strike or lock-out or other bona fide labor dispute at the work site.
9. The job or work hours interfere with the participant's religious beliefs.
10. Community resources (i.e. transportation and child care) necessary for participation in employment are not available.
11. The employment offered interrupts a program in progress under an approved Family Contract.
12. The participant is laid off and job-attached as defined by Unemployment Insurance law.

V. FAIR HEARINGS

- A. A participant who disputes an ASPIRE-TANF decision, including either involving the ASPIRE-TANF Family Contract (including suspension, reduction, overpayment, or the discontinuation of program services), or the allegation by ASPIRE-TANF that an act of non-compliance or a sanctionable act has been committed, has the right to a fair hearing, provided the request for a fair hearing is made timely. ASPIRE-TANF or OFI eligibility staff will complete the fair hearing request on behalf of the participant and forward it to the Administrative Hearings Unit.

- B. The request for a fair hearing must be made within thirty (30) calendar days of the mailing or hand delivery of the notice of action which is disputed. If the disputed decision involves suspension or termination of ASPIRE-TANF services which have been previously granted or reduction of TANF or Food Supplement (SNAP) benefits, and the participant requests a fair hearing within ten (10) days of the notice, ASPIRE-TANF services and/or TANF and Food Supplement (SNAP) benefits will continue pending outcome of the fair hearing.
- C. ASPIRE-TANF will offer to assist the participant in contacting free legal counsel and will otherwise assist the participant in preparing for the fair hearing as may be necessary.
- D. At the fair hearing, the participant has the right to:
 - 1. be assisted by an representative of the participant's choice;
 - 2. present witnesses;
 - 3. examine and introduce evidence from the case record, and examine and introduce any other pertinent Department documents;
 - 4. present and establish all relevant facts and circumstances by oral testimony and documentary evidence;
 - 5. advance any pertinent arguments without undue interference;
 - 6. question any testimony, and confront and cross-examine adverse witnesses.

V. SANCTIONABLE ACTS

- A. TANF recipients are expected to enroll and participate in ASPIRE-TANF activities, and every effort will be made to encourage the cooperative participation by both mandatory and voluntary participants.

When a participant fails to participate, as required by ASPIRE-TANF rules, a sanction may occur.
- B. A sanctionable act is one which can result in the loss of TANF and Food Supplement (SNAP) benefits for a period in accordance with OFI eligibility rules. The following will be considered sanctionable acts unless good cause is established:
 - 1. Failure or refusal to keep an initial assessment appointment following the mailing of a scheduling letter (Note: Written correspondence from ASPIRE-TANF to participants will be sent by first-class mail, and ASPIRE-TANF will presume that any correspondence was received by the participant if it is not returned to ASPIRE-TANF by the postal system).
 - 2. Failure or refusal to keep additional appointments required by ASPIRE-TANF, scheduled either by including appointment details on the Family Contract Amendment, by mailing an appointment letter, or by scheduling the appointment verbally.
 - 3. Failure or refusal to sign, or abide by the provisions of the Family Contract, Training Agreement, or Work Site Agreement, or failure or refusal to abide by performance or satisfactory progress standards listed in a Family Contract, Training Agreement, or Work Site Agreement.

4. Seriously disrupting an ASPIRE-TANF activity, including employment, or behaving in a manner which constitutes a threat or hazard to others.
5. Failure or refusal to report to an employer when referred; make application or accept suitable employment; voluntarily quitting a job or reducing wages without good cause; or being discharged for misconduct (refer to III. C, pgs. 4-6 of this section for good cause reasons).

Note : OFI may not sanction a single custodial parent with a child under age 6 based on the parent's refusal to engage in required work if she or he demonstrates an inability to obtain needed child care for one or more of the following reasons:

- a. Appropriate child care (defined by OFI as a child care provider that has passed a required background check by the ASPIRE-TANF Program) within a reasonable distance (1/2 hour or less of travel time one-way) from the home or work site is unavailable;
- b. Informal child care by a relative or under other arrangements is unavailable or unsuitable ("unsuitable" is defined by OFI as a potential child care provider that has a substantial complaint involving child abuse or neglect, or a background check with the State Bureau of Identification and/or the Department of Motor Vehicles that indicates convictions, such as for "Operating Under the Influence" or criminal activity, that would justify the denial of the person applying to receive child care payments from OFI); or
- c. Appropriate and affordable ("affordable" is defined by the Child Care Market Rates that are determined every 2 years by the Office of Child and Family Services of the Department of Health and Human Services) formal child care arrangements are unavailable.

VI. SANCTIONING PROCEDURES

- A. Prior to imposing a sanction against an individual, ASPIRE-TANF must complete a sanction process, which includes the following:
 1. Thoroughly review the circumstances of the individual.
 2. Provide the individual with a notice that states the basis for the sanction and a complete list of good cause reasons as found in number III. of this section. The participant will have 10 workdays to respond to the notice, either disputing the allegations, providing information relative to good cause or admitting the findings.
 3. Provide the individual with an opportunity to inform OFI of good cause circumstances.
 4. Obtain supervisory approval of the recommendation of the ASPIRE Specialist to impose a sanction.

If the ASPIRE Specialist finds good cause, he or she shall offer reasonable alternative participation requirements and document them in the participant's Family Contract Amendment and case record. If a sanction has been imposed in error, the Department will correct the error and remedy the case.

- B. If it is determined that a sanctionable act has occurred, the following steps will be followed:
1. When a sanctionable act occurs, the Eligibility Unit must be notified within five (5) working days of the end of the ten (10) day notice period described in A. above.
 2. A Notice of Noncompliance will be completed by ASPIRE-TANF staff and will be forwarded to the Eligibility Unit. It will describe the sanctionable act and will list appropriate ASPIRE-TANF rule citations.
- C. In accordance with OFI eligibility rules, it is the responsibility of the participant to show that good cause for failing to comply exists, and the participant shall receive written notification of the decision made by ASPIRE-TANF staff concerning the claim of good cause. OFI shall maintain data on sanctions, including the number of sanctions recommended and results of supervisory reviews.
- The participant may request a fair hearing if he or she disagrees with ASPIRE-TANF's decision regarding a sanctionable act.
- D. TANF financial eligibility rules describe the amount and duration of sanctions. Refer to Chapter II of the Maine Public Assistance Manual for the most current information.

VII. OVERPAYMENT PROCEDURES

- A. When a support service (e.g., child care, transportation, auto repairs, etc.) payment amount is determined to be incorrect as a result of an agency or participant error, or false information presented by the participant, then an overpayment must be calculated.
- This information is forwarded to the participant's Eligibility worker, who will determine the recoupment amount from the TANF or PaS check, according to TANF policy (Maine Public Assistance Manual, Chapter VI, pgs. 14 - 17).
- B. Prior to forwarding the overpayment information to TANF, the ASPIRE-TANF case manager will contact the participant in writing about the overpayment. The participant will have 10 days from the mailing date to respond to the ASPIRE-TANF worker. The participant will be notified in writing of the right to an Administrative Hearing.

- C. If the participant fails to respond to the letter about the overpayment, or if following a response the case manager determines that the overpayment still exists, the overpayment information will be sent to the TANF worker for action.
- D. A payment to a provider of services to an ASPIRE-TANF participant that is determined to be incorrect will not constitute an overpayment to the participant. This overpayment will be referred to the Fraud Investigation Unit for action (exception: if the provider is a TANF recipient, the procedures in A. above will be followed).
- E. Intentional program violations (IPVs): if the ASPIRE-TANF case manager determines that an action taken by a participant (such as submitting false bills for payment) is taken with the intention of receiving financial assistance to which the individual is not entitled, a referral to the participant's TANF worker will be made, providing the information and documentation that will allow the TANF worker to decide if an IPV hearing is warranted (according to the rules as set forth in the Maine Public Assistance Manual, Chapter VI, pages 18 - 30), and to schedule the hearing. The ASPIRE-TANF case manager will be present at the IPV hearing to participate as needed.

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SECTION 5: WORK EVALUATION PROCESS

SUMMARY: This Section describes the parts of the Work Evaluation which is the period of time, not to exceed 90 days, during which recipients complete the orientation process, complete a questionnaire for determination of ASPIRE-TANF services that are needed, are informed of their rights and responsibilities, complete the preliminary assessment and amend the initial Family Contract.

It is during the Evaluation that a determination of eligibility for the Parents as Scholars program is completed (however, it is important to note that application for the PaS program can occur at any point during participation in ASPIRE-TANF) - see Section 16 for further information about this program.

I. GENERAL PROVISIONS

- A. Each TANF recipient who is mandated to participate, or volunteers to participate, in the ASPIRE-TANF Program will complete a questionnaire which will be part of the Evaluation to determine the services required to meet the employment goal mutually-agreed upon by ASPIRE-TANF staff and the participant. As a part of the orientation process for ASPIRE-TANF, all participants must be given the opportunity to apply for any education, training and employment and support services at the office of the program serving the area in which the individual lives.

At orientation, each participant shall receive a complete list of all support services and education, training and employment services available under the ASPIRE-TANF program so that the individual may identify the services that the individual considers necessary to participate in the program. A written copy of each amendment to the Family Contract must be given to the participant, together with a complete list of all support services and education, training and employment services available under the program, and notice of the participant's right to request a conciliation meeting and a fair hearing.

A participant may request an amendment to the participant's Family Contract at any time. If the participant's request is denied, the participant must be notified in writing of the reason for the denial and must be given notice of the right to a fair hearing. The services provided by ASPIRE-TANF are those that will lead to sustainable employment, and possible penalties for failing to comply with ASPIRE-TANF Program rules must be explained (verbally and in writing) to participants. The final determination as to the content of the Family Contract will be decided by ASPIRE-TANF staff utilizing the assessment process and, to the maximum extent possible, the preferences of the participant.

Services requested will be approved or denied by ASPIRE-TANF within thirty (30) days of request based on the availability of, and funding for, the services, and/or whether it is necessary to complete an amendment to the Family Contract. Reasons for denial will be indicated on the notice to the participant together with appropriate citations from ASPIRE-TANF rules. A participant who disagrees with the denial has a right to a fair hearing.

- B. During the assessment process, information about the participant will be gathered that will include but will not necessarily be limited to:
1. **Family Structure** - including numbers and ages of children, other dependents (in and out of household), and significant other (in and out of household).
 2. **Work History** - Both paid and unpaid.
 3. **Education Grade Completed** - including types of courses and institutions attended.
 4. **Financial Status** - including source(s) of income, expenditures and projected need.
 5. **Physical and Mental Health Status** - of the participant and family members.
 6. **Environmental Support Systems** - including the housing situation, child care arrangements and transportation.
 7. **Personal and Employment related goals and interests** - the participant's Stated personal and employment goals, if known.
 8. **ASPIRE-TANF Services Necessary to Obtain Sustainable, Paid Private and Public Employment**
 9. **Barriers to Employment** - including physical and mental health issues; domestic violence indicators; substance abuse; and other barriers that need to be overcome to move towards self-support. If good cause for non-participation is found during the assessment process, it will be documented in the participant's case record. Review of good cause circumstances will occur at least every three (3) months or according to timelines established by supporting documentation, whichever comes first.

II.

A. GENERAL PROVISIONS

1. Assessment is a flexible process designed to gather and evaluate preliminary information, which can be obtained through different methods. Assessment is the basis for all ASPIRE-TANF activities and services.
2. Assessment is a cooperative, interactive process involving both the participant and ASPIRE-TANF staff, in order to determine the participant's education, training and employment needs based on available program resources, the participant's skills and aptitudes, the participant's need for supportive services, local employment opportunities, the existence of any good cause circumstances and, to the maximum extent possible, the preferences of the participant.

3. The purpose of assessment is to develop an amendment to the Family Contract which is consistent with program requirements and which meets the employment-related needs, interests and abilities of the participant.

B. PROCEDURES

1. During the assessment, information will be obtained from the ASPIRE-TANF questionnaire, during interview(s) and from other sources will be expanded upon. In addition, the following information will be discussed and obtained:
 - a. The participant's reaction to employment experiences, if any.
 - b. The participant's reaction to educational experiences.
 - c. Whether there is an emotional support system and whether it is functional; also whether the participant's environmental support systems are adequate.
 - d. Community and family resources available to the participant.
 - e. The participant's behavioral patterns and whether they are functional.
 - f. The participant's life management skills (e.g. parenting skills, budgeting, health care, etc.). Referrals will be made as needed.
 - g. The participant's decision-making skills.
 - h. Substance abuse issues as appropriate. Referrals for evaluation may be made.
 - i. In regard to personal and employment related goals and interests: what the participant's motivation level is, whether goals are achievable, and whether the goals and interests will lead to employment or self-employment.
 - j. Achievement level (knowledge, skills and abilities).
 - k. Aptitude level.
 - l. ASPIRE-TANF will provide all applicants for assistance with information both orally and in writing of the availability of services for victims of domestic violence and of the good cause determination for victims of domestic violence. If an applicant requests a good cause determination, ASPIRE-TANF will promptly determine whether the applicant qualifies for good cause. An individual may not be required to participate in any TANF activity including orientation until the good cause determination is made.

When a determination of good cause is made, the ASPIRE-TANF program may contact the individual and offer domestic violence victim services or other appropriate services on a voluntary basis.
2. The assessment for teen participants will contain additional elements to those described in Section 3, II, B, as follows:
 - a. **Family Planning** - A description of the parent's knowledge about, and plan for, preventing an unwanted pregnancy.

- b. **Health Care** - A description of the current health care the parent is utilizing for the family.
 - c. **Pregnancy** - A description of the dynamics around the conception and birth of the child, and the initial parenting ability of the parent.
 - d. **Paternity** - A description of the relationship between the parent, the child and the child's other parent, and the parent's feelings about this. This includes whether paternity has actually been established, whether any child support is being paid, whether the other parent has visitation rights and whether those rights are exercised.
 - e. **Parents** - A description of the relationship the teen parent has with the family of origin, and what influences the teen's family has on the current situation.
3. Methods of obtaining specific data are dependent on the availability of information. Any existing information will be used for assessment before consideration is given to additional testing. The ASPIRE-TANF case manager will make the final determination of the method or methods to be used which are described as follows:
- a. **Achievement Level**
 - 1.(i) Achievement test results from any organization or agency, public or private (e.g. school records).
 - 2.(ii) Work history with task analysis.
 - 3.(iii) Grade Point Average from a post-secondary institution.
 - 4.(iv) Achievement test normed for the appropriate population (e.g. TABE).
 - b. **Aptitude Level**
 - 1.(i) Aptitude test results from any organization or agency, public or private (e.g. school records).
 - 2.(ii) Work history with task analysis.
 - 3.(iii) Grade Point Average from a post-secondary institution.
 - 4.(iv) Aptitude tests normed for the appropriate population (e.g. GATB, Apticom).

c. Interest Level

- 1.(i) Participant's Stated interest.
- 2.(ii) Work history and educational history consistent with Stated goal.
- 3.(iii) Interest test results from another organization or agency (e.g., school records).
- 4.(iv) Interest tests normed for the appropriate population (e.g., Harrington O'Shea, Strong-Campbell).
- 5.(v) A vocational evaluation will follow the assessment at the point that the participant is ready to establish an employment goal. The vocational evaluation will include:
 - (a). an analysis of the employment goal as it relates to the financial needs of the participant following employment;
 - (b). a determination of how the training relates to a participant's vocational interests and occupational aptitudes based on any combination of the following: volunteer work, work history, informational interviews or field training;
 - (c). a determination as to whether there is a reasonable expectation of employment upon completion of training; and
 - (d). estimated employment and training costs to ASPIRE-TANF.
- 6.(iv) Assessment and vocational evaluation may be held either one-on-one with the participant or in groups. Assessment in groups will be followed by a one-on-one meeting to discuss data gathered and issues raised in the group setting.

C. FAMILY CONTRACT

1. A Family Contract, including amendments to same, is a short-term, contractual plan indicating specific steps to be taken by both the participant and ASPIRE-TANF to reach an interim goal on the path towards the goal of employment and is completed each time specific activities are required by the participant and/or ASPIRE-TANF (subject to available program resources).

An amendment to the Family Contract may be written for any time frame, from four (4) weeks to a maximum of twenty-six (26) weeks, depending on the ASPIRE-TANF component activities.

See Section 7 for a complete description of this program tool.

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SECTION 6: CASE MANAGEMENT

SUMMARY: This Section describes case management which is an on-going interactive process between the participant and ASPIRE-TANF staff of identifying the needs of the participant and the family, and the services appropriate to meet those needs; and providing the assistance, coordination and advocacy necessary to ensure access to those services, in order that the participant may obtain the skills and support necessary to become employed.

I. GENERAL PROVISIONS

- A. Each ASPIRE-TANF participant will be provided a case manager.
- B. The case manager/participant relationship within ASPIRE-TANF is primary and essential.
- C. The extent of the case manager's involvement is dependent on the participant's needs.

II. FUNCTIONS

ASPIRE-TANF, case management is comprised of the following functions:

- 1. Evaluating/determining ASPIRE-TANF participants' needs including:
 - a. Social
 - b. Biological
 - c. Economic
 - d. Educational
 - e. Skills/Training
 - f. Employment
- 2. Prioritizing the participant's needs in order to assist the participant in obtaining employment.
- 3. Assisting participants to make informed choices.
- 4. Developing participant-centered employment plans based on assessment information.

5. Writing amendments to the Family Contract that binds both the Department and the participant to the actions in the contract.
6. Identifying and referring the participants to available resources (both within and outside the Department) to assist him to meet his needs.
7. Evaluating the effectiveness of the participant's resources.
8. Advocating for the participant with resource providers (both within and outside the Department).
9. Monitoring, evaluating and documenting the participant's progress during her enrollment in ASPIRE-TANF.
10. Authorizing expenditures of State and Federal funds on behalf of the participant consistent with ASPIRE-TANF rules.
11. Maintaining participant confidentiality at all times.
12. Representing the Department during fair hearings.
13. Making the basics of budgeting income available to all ASPIRE participants.

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SECTION 7: FAMILY CONTRACT

SUMMARY: This Section describes the Family Contract, which is a short term, contractual plan indicating specific steps to be taken by both ASPIRE-TANF and the participant to reach an interim goal, leading to the goal of employment .

I. GENERAL PROVISIONS

- A. The Family Contract, and subsequent amendments to same, is time-limited, and can be written for a maximum of six (6) months. The Family Contract lists interim goals necessary to reach the long-term goal of employment. The Family Contract lists services in detail as well as estimated costs, and lists specific actions to be taken by both ASPIRE-TANF and the participant. The Family Contract is a contract between ASPIRE-TANF and the participant, requiring both parties to complete their obligations. The current amendment to the Family Contract and the services authorized will be binding on ASPIRE-TANF as long as the participant is meeting obligations, there is sufficient funding to continue the Family Contract, and the contents of the Family Contract are in agreement with ASPIRE-TANF rules, policies and procedures in effect at the time the amendment to the Family Contract is written. If the participant is meeting obligations and all parties agree, the Family Contract can be amended. The Family Contract will be amended at the end of the current period if circumstances(e.g., changes in the labor market or changes in the participants' personal situation) require changes in the participant's interim goal.
- B. If the TANF grant closes while a valid Family Contract is in effect, transitional services will take priority over the authorized child care and transportation support services, and the Family Contract will be reviewed to determine if it should be rewritten or terminated.
- C. Any documented, substantiated evidence of misuse of funds, purchased goods and/or services on the part of the participant will be grounds for termination of the current Family Contract. Repayment or other suitable recovery procedure will be instituted to recover misspent funds (see Section 4, VIII).
- D. The Family Contract will reflect the participant's preferences and abilities to the extent that they conform to the goal of the ASPIRE-TANF program to help participants gain employment, and to the extent that those preferences conform to any other applicable ASPIRE-TANF rules. Every effort will be made to reach agreement with the participant on the content of the Family Contract.

However, when such agreement cannot be reached, ASPIRE-TANF staff will determine the final content of the Family Contract. Participants who disagree with the content of the Family Contract will have the right to the conciliation process and/or a fair hearing.

II. PROCEDURES

The initial Family Contract is completed at the time application for TANF or Parents as Scholars benefits is made.

- A. An amendment to the Family Contract will be written and signed by the participant and ASPIRE-TANF staff following assessment. The employment goal, in as much detail as possible, will be listed on the first amendment to the Family Contract.
- B. The amendment to the Family Contract will be completed subsequent to the orientation meeting. It will list an employment goal, an interim goal (e.g. GED completion, skills training, etc.) and specific activities of both ASPIRE-TANF and the participant necessary to reach this goal. The Family Contract will be specific and detailed and will list all support services required during the length of the contract and estimated costs of those services.
- C. The Family Contract will be signed by the ASPIRE-TANF staff and the participant. ASPIRE-TANF staff will provide each participant the opportunity to disagree with the content of the Family Contract. A participant disagreeing with the content of the Family Contract, may so indicate on the Family Contract, and may request a fair hearing. Even if the participant disagrees with the content, the participant must sign the Family Contract or be subject to sanctions. The participant will receive a copy of the Family Contract and each amendment. The Family Contract will be limited to the time period necessary to reach the interim goal, not to exceed six months. The Family Contract will be amended if changes are necessary by completing an amendment, signed by the participant and a representative of the ASPIRE-TANF program.
- D. The Family Contract may take into account certain needs of the participant's immediate family including referral for counseling and other activities which involve no direct cost to ASPIRE-TANF.
- E. ASPIRE-TANF will provide assistance as needed to the participant to help understand the purpose and content of the Family Contract.

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SECTION 8: PRE-TRAINING

SUMMARY: This Section describes the pre-training component which consists of activities designed to prepare participants for job skills training, post-secondary education, job search services, employment services, subsidized or unsubsidized employment, or self-employment.

I. GENERAL PROVISIONS

- A. Pre-training activities may include, but are not limited to, remedial and secondary education programs, job readiness training, employment/self-employment counseling, field training, and referral to services to improve life management skills, encourage personal responsibility and provide the needed foundation to engage in activities aimed at securing and maintaining employment.
- B. Based on assessment, an amendment to the initial Family Contract will be developed which will reflect the participant's pre-training needs and will include necessary and available support services.
- C. ASPIRE-TANF will pay for services necessary to complete the Family Contract only when those services cannot be funded from other sources and only as long as funding is available for those services. ASPIRE-TANF will purchase the least expensive quality service necessary to meet the participant's needs.
- D. When approved pre-training programs are available at comparable quality and cost, including the cost of support services, and the implementation of the Family Contract would not be unreasonably delayed, the participant may choose to enroll in the program with the provider of the participant's choice. If the ASPIRE-TANF case manager and the participant cannot mutually agree on that choice, then the decision will be made by the OFI ASPIRE-TANF unit supervisor subject to conciliation and fair hearing.

II. PRE-TRAINING ACTIVITIES AND PROCEDURES

- A. **Employability Counseling** - Employability counseling helps participants make informed choices about personal issues, education, training and employment by interpreting data from assessment and providing information as to how that data relates to the participant's needs, interests and resources available.

- B. **High School Diploma Programs** - High School Diploma Programs are available through local area high schools, adult education and alternative education programs.
- C. **General Equivalency Diploma (GED) Preparation and Training** - GED preparation and training is offered by local adult education programs, Job Training System Services(JTS) and other agencies.
- D. **Remedial Education** - Remedial Education is individual or group training offered by local adult education programs, JTS, Literacy Volunteers and other agencies to assist the participant in obtaining a basic literacy level of at least grade 8.9 or to fulfill labor market requirements necessary for the participant to reach his/her goal. Remedial Education also provides training in English proficiency.
- E. **Job Readiness** - activities designed to prepare participants for education, training and/or employment services. These activities include:
 - 1. **Life Management Skills** - Life management skills activities include options such as nutrition education, budgeting of resources, driver's training, substance abuse counseling, use of available resources, use of supportive services, personal counseling, self-esteem building, appropriate work habits, dealing with others in the work environment and interpersonal communications (e.g. active listening, how to ask questions, etc.). These services are available to participants in a variety of community-based settings and formats.
 - 2. **Work Readiness Activities** - These activities include: job shadowing, job coaching, mentoring, situational assessment, and any other activity that will encourage obtaining or retaining employment.
 - 3. The following pre-training activities are available to all program participants:
 - a. **Family Planning:** Family Planning referral is available to assist the participant in decision-making regarding future pregnancies. This service is available through clinics, private practitioners, and hospitals.
 - b. **Health Care:** Health Care referral is available for all members within the individual's family. This service is available through clinics, private practitioners, and hospitals.
 - c. **Parenting Education:** Parenting Education is available to enable the participant to maximize parenting skills. These services are available in center-based, school-based and in-home settings.

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SECTION 9: FIELD TRAINING

SUMMARY: This Section pertains to ASPIRE-TANF Field Training in both public and private training sites.

I. GENERAL PROVISIONS

- A. Field Training is a training opportunity in either the public or private sector for a maximum of thirty (30) hours per week, not to exceed twenty-six (26) weeks. The participant is provided \$2.00 per hour for training-related expenses in addition to the support services needed to complete the training (see Section 14 for further information about support services).
- B. The purpose of Field Training is to provide the participant on-site career exploration, occupational skills, socialization to work, work maturity skills and/or family/work management skills.
- C. Field Training is a voluntary component for participants who:
 - 1. Have little or no experience in a work place;
 - 2. Have a career goal in which they have no experience; and
 - 3. Have been unemployed for at least 6 months.
- D. Field Training sites receive no funds from the ASPIRE-TANF program.
- E. All ASPIRE-TANF Field Training positions will comply with the following U.S. Department of Labor regulations:
 - 1. The training, even though it includes the actual operation of the facilities of the employer, is similar to that which would be given in a vocational school;
 - 2. The training is for the benefit of the participant;
 - 3. The participant does not displace regular employees, but trains under close observation;

4. The employer that provides the training derives no immediate advantage from the activities of the participant. On occasion his operations may actually be impeded;
5. The participant is not entitled to a job at the conclusion of the training period; however, if the training site does have job openings the participant may be hired.
6. The employer and the participant understand that the participant is not entitled to wages or benefits such as Worker's Compensation, medical coverage, vacation or sick leave, etc. for the time spent in training.

II. FIELD TRAINING PROCEDURES

- A. Unless the ASPIRE-TANF case manager, the participant or the employer has demonstrated and documented to ASPIRE-TANF that it is in the best interest of the participant, field placements will comprise no more than 10% of an employer's work force.
- B. A participant will not be placed in a training site that would be hazardous to health or safety. All sites must be in compliance with EEO regulations.
- C. No Field Training sites will be developed or utilized in an organization where there is a labor dispute or where the Field Training component would be in violation of a collective bargaining agreement.
- D. Supervision must be provided to Field Training participants for all hours at the training site by the employer or his/her designee.
- E. If an employer is interested in hiring a Field Training participant who has been training with the employer, no ASPIRE-Plus (OJT) Agreement will be provided unless the permanent job is demonstrated to be significantly different than the Field Training position.
- F. A Training Agreement and a Training Description must be written for each Field Training assignment and signed by ASPIRE-TANF staff, the participant and the Field Training Site supervisor.
- G. ASPIRE-TANF staff will monitor the progress of the Field Training participant by visiting the training site and interviewing the supervisor and the participant as often as is necessary to ensure compliance with all policies and procedures of the Field Training component.
- H. The Training Site supervisor will maintain a written time and attendance record that will be signed by both the supervisor and the participant. This time and attendance record will be provided to ASPIRE-TANF at least once every four (4) weeks.

- I. If the Training Site has job openings in a similar field as the Field Training position, and the Field Training participants are not considered for the openings for more than two (2) times, the site will no longer be used by ASPIRE-TANF.
- J. No organization, firm or industry in violation of local, State or Federal laws will be eligible to be a Field Training Site.
- K. The Equal Employment Opportunity (EEO) and American with Disabilities Act (ADA) policies of the prospective Field Training sites should be assessed to determine if the training will be conducted in a responsive setting and the Training Site is in compliance with EEO and ADA regulations.
- L. The Field Training Site must agree to maintain the confidentiality of any information regarding ASPIRE-TANF participants or their immediate families, including information which may be obtained through interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the participant, such information can be divulged only as necessary for purposes related to the performance or evaluation of the Field Training Agreement, and only to persons having responsibilities under the Agreement.

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SECTION 10: EDUCATION AND TRAINING

SUMMARY: This Section pertains to ASPIRE-TANF education and training including customized occupation classroom training, general skills training, and post-secondary education (with the exception of 2 and 4 year degree programs. Two and four year degree programs are part of the Parents as Scholars program. This program is discussed in Section 16 of the ASPIRE-TANF Program Rules).

I. GENERAL PROVISIONS

- A. Based on assessment, the Family Contract will reflect the participant's education and training needs, will include all necessary and available support services and will lead to sustainable employment.
- B. ASPIRE-TANF will pay for services necessary to complete the Family Contract only when those services cannot be funded from other sources and only as long as funding is available for those services. ASPIRE-TANF will purchase the least expensive quality service necessary to meet the participant's needs.
- C. When approved education and training programs are available at comparable quality and cost, including the cost of support services, and the implementation of the Family Contract would not be unreasonable delayed, the participant may choose to enroll in the program with the provider of the participant's choice. If the case manager and the participant cannot agree on that choice, then the decision will be made by the ASPIRE-TANF case manager, subject to conciliation and fair hearing.
- D. The participant must have completed an ASPIRE-TANF questionnaire, an assessment, and an amendment to the Family Contract prior to entering education and training.
- E. The participant must meet performance requirements as set forward in Section 3, sub-section IV.

II. TYPES OF EDUCATION

- A. **Customized Occupation Classroom Training** - Training designed to meet a specific employer need, including classroom training and skills training at the work site.

- B. **Skills Training** - Courses or classes in which the participant receives instruction for specific skills. This type of training may be offered by adult education programs, secondary vocational education programs, JTPA, employers or other agencies.
- C. **Certificate Programs** - One to two year programs consisting of technical courses leading to a certificate in a specific vocation.
- D. **5-Year Teaching Certificate** - An additional year of education required by an institution in order to receive State teaching certification. This is a non-degree activity.

III. PROCEDURES

- A. Based on the participant's circumstances, ASPIRE-TANF will inform the participant of the requirements and deadlines relating to application for financial aid. ASPIRE-TANF will not provide any financial support for post-secondary education unless the participant has made a good faith effort to apply for available financial aid. In cases where a participant has defaulted on student loans and as a result has lost eligibility for PELL and SEOG, ASPIRE-TANF will provide financial support for education and training activities only when the individual makes all reasonable attempts to resolve the outstanding default with the institution.
- B. ASPIRE-TANF staff and the participant will complete and sign an amendment to the Family Contract and a Training Agreement. Individual performance standards may be added to the Training Agreement. The participant will receive a copy.
- C. After each training semester, or equivalent, the participant and ASPIRE-TANF will review the performance standards. In order to continue ASPIRE-TANF financial support for the education or training activity, the terms and conditions set forth in the Family Contract and the Training Agreement must be met unless good cause exists for failure to comply.
- D. The participant must make satisfactory progress as defined in Section 3, III.
- E. ASPIRE-TANF will support a participant's enrollment in a summer session program for which there is limited or no financial aid (PELL Grants, etc.), other than loans, providing the participant has made application for any financial aid and the summer session will reduce the time the participant would otherwise spend to complete the education or training program.

- F. ASPIRE-TANF will not support graduate level programs, unless the participant is taking a course or courses in order to renew a professional license or certificate necessary to obtain or maintain employment.
- G. ASPIRE-TANF will support a participant's attendance at education or training out-of-state only when comparable training is not available instate or the commuting distance to the out-of-state training, as well as quality and costs (including all support services), of attending the out-of-state training are equal to or less than a comparable instate program. If the education and training is not available instate, commuting distance shall not exceed the maximum distance for commuting normally allowed for participants commuting to instate programs from that particular ASPIRE-TANF office.
- H. ASPIRE-TANF will support correspondence course programs only when the quality is equal to non-correspondence programs.
- I. In cases where the participant has a post-secondary degree and /or a marketable skill when beginning participation with ASPIRE-TANF, all possibilities of utilizing the existing degree or marketable skill for employability will be exhausted before consideration is given to authorizing approval for additional education or training. (Note: The Parents as Scholars Program has specific entrance requirements; see Section 16 for details.)
- J. If the participant requests additional education or training beyond that which was originally approved by ASPIRE-TANF as the final education or training activity before the participant was to begin seeking employment, ASPIRE-TANF will consider the following in making a decision to approve, or disapprove, additional education or training:
 - 1. The participant's past performance in education or training activities;
 - 2. The participant's ability to obtain employment leading to being able to support the family, with the degree or certificate obtained from the previously approved program (considering local labor market needs, and the participant's financial needs).

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SECTION 11: WORK ACTIVITY SERVICES

SUMMARY: This Section describes ASPIRE-TANF work activities which include MaineServe and Transitional Employment for Maine Parents (TEMP) and Providing Child Care services to an ASPIRE participant in a Community Service Program.

I. GENERAL PROVISIONS

- A. The purpose of MaineServe, TEMP, and Providing Child Care Services is to enhance job skills, and provide recent employment references.
- B. Placement in permanent full-time employment will have priority over participation in MaineServe or TEMP or Providing Child Care Services.
- C. MaineServe and TEMP positions will be in public or private non-profit organizations.
- D. MaineServe positions shall be limited to projects which serve a useful public purpose such as education, urban and rural development, health, and social services.
- E. Neither MaineServe or TEMP placements will be provided to an agency where an organized union strike or walkout is occurring or other labor dispute is in progress.
- F. No organization, or agency in violation of local, State or Federal laws will be eligible for MaineServe or TEMP placements.
- G. The EEO and ADA policies of the prospective MaineServe or TEMP sites should be assessed to determine if the work activity will be conducted in a responsive setting, and the prospective site is in compliance with EEO and ADA regulations.
- H. The MaineServe or TEMP site agrees to maintain the confidentiality of any information regarding ASPIRE-TANF participants or their immediate families which may be obtained through interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the Work Site Agreement and to persons having responsibilities under the Agreement.

- I. The monthly maximum number of hours that can be required of a participant assigned to either MaineServe or TEMP is obtained by dividing the total of the TANF and Food Supplement (SNAP) benefit amounts by the current Maine minimum wage; fractional hours will be dropped. The monthly number of hours is then divided by 4.3 to arrive at a weekly figure and this number is written in the Family Contract Amendment as the maximum number of hours per week that will be required for participation in MaineServe or TEMP. If the total is less than the minimum number of hours required by Federal and/or State law, then the difference will be made up by involving the participant in non-work activities, such as skills training or remedial education. The maximum number of hours of participation in MaineServe or TEMP is subject to review and change as the TANF and Food Supplement (SNAP) benefit amounts change, and should be addressed whenever new Family Contract Amendments are written.
- J. After six months, TEMP positions will be reassessed to determine whether the placement continues to be viable for the participant.
- K. At the end of nine months, the MaineServe volunteer and the ASPIRE-TANF case manager shall evaluate the MaineServe placement. If it is determined to be appropriate, the MaineServe volunteer may renew the placement within MaineServe.
- L. ASPIRE-TANF will not provide funds to a MaineServe or TEMP placement site.
- M. Any mandatory ASPIRE-TANF participant who has completed training and job search but has not obtained a permanent job or any mandatory ASPIRE-TANF unemployed parent must participate in either TEMP or MaineServe .
- N. Any voluntary ASPIRE-TANF participant may choose to participate in MaineServe or TEMP.
- O. ASPIRE-TANF will provide the necessary support services in accordance with Section 15 in order for the participant to complete the MaineServe or TEMP placement.
- P. An amended Family Contract will be developed which will reflect the MaineServe or TEMP activity, the participant's requirements and will include the services needed by the participant to succeed in the placement.

II. MaineServe

- A. MaineServe is a temporary volunteer work experience position designed to provide parents who are eligible for TANF opportunities to serve their communities and the State.
- B. Eligibility: Any ASPIRE-TANF participant over 16 years of age is eligible to volunteer for MaineServe, except that any person under 20 years of age who has not completed high school or its equivalent must also participate in an educational activity designed to complete high school education.
- C. Duration of service: MaineServe volunteers may serve up to 9 months. At the end of the service period, the MaineServe volunteer and the ASPIRE-TANF case manager shall evaluate the MaineServe placement. If the case manager determines that the service is appropriate, the MaineServe volunteer may renew the placement within MaineServe.

III. TRANSITIONAL EMPLOYMENT FOR MAINE PARENTS (TEMP)

- A. TEMP is a temporary volunteer work experience position designed to provide parents who are eligible for TANF opportunities to learn job skills, gain work experience, and earn referrals for future employment.
- B. TEMP participants will not receive work or training reimbursements for voluntary work performed.
- C. ASPIRE-TANF will assist in the development of a placement site which will match the participant's abilities, work history and employment goal, to the extent possible, within a reasonable distance from the participant's location and program resources.

IV. PROVIDING CHILD CARE SERVICES TO ENABLE ANOTHER PARTICIPANT TO PARTICIPATE IN COMMUNITY SERVICE

- A. An individual may provide Child Care Services to enable another TANF recipient to participate in a community service program.
- B. In a two-parent household, one parent may not meet his or her participation requirement by providing care to children in the household while the other parent participates in community service.

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SECTION 12: JOB SEARCH ACTIVITIES

SUMMARY: This Section describes ASPIRE-TANF job search services which include self-directed, individual and group job search, and job development and placement.

I. GENERAL PROVISIONS

- A. TANF recipients who are considered job-ready, which includes those who are eligible for TANF based on underemployment of the primary wage earner and those single parent recipients with a recent work history whose children are 5 years of age or older, may participate in individual or group job search activities (depending on the needs and resources of the local ASPIRE-TANF offices) during the work evaluation phase of involvement with ASPIRE-TANF. This up-front job search is limited to a maximum of 6 weeks.
- B. ASPIRE-TANF participants who have completed the agreed-upon training necessary for the employment goal will be required to participate in a job search activity.
- C. An amendment to the Family Contract must include the participant's job search activity and the necessary support services in accordance with Section 14 in order for the participant to complete the job search activity.
- D. When approved job search services are available at comparable quality and cost, including the cost of support services, and the implementation of the Family Contract would not be unreasonably delayed, the participant may choose to receive services from the provider of the participant's choice. If the ASPIRE-TANF case manager and the participant cannot mutually agree on that choice, then the decision will be made by the OFI ASPIRE-TANF case manager subject to fair hearing.
- E. No participant can be required to participate in a structured ASPIRE-TANF (individual and/or group) job search for more than six weeks in any Federal fiscal year. However, if the participant chooses to utilize another agency or organization (self-directed) to assist with job search in lieu of ASPIRE-TANF, this activity is not considered as part of the six week time limit.

- F. An Employer Contact Log will be required by all participants in a job search activity (including self-directed). A reasonable number of employer contacts per week, given the local labor market conditions, will be established prior to the beginning of Job Search. The ability to amend this contact log when necessary is subject to approval by ASPIRE-TANF staff.

II. TYPES OF JOB SEARCH ACTIVITIES

A. Self-Directed

- 1. A participant who completes a training program at a post-secondary institution where the institution provides placement services may utilize that placement service for up to 6 weeks beginning with the date the ASPIRE-TANF case manager approves the plan.
- 2. For participants who utilize another organization's job search assistance for up to 6 weeks beginning with ASPIRE-TANF approval, the 6 weeks is not considered as part of the mandatory 6 weeks of job search.

B. Individual Job Search

- 1. In remote areas of the State or in circumstances where delivering group job search is not feasible, individual job search will be available to participants. This consists of one-on-one instruction by ASPIRE-TANF or its contractor, which has the following components: goal setting; completing applications and resumes; techniques for canvassing and contacting employers; information on the kinds of jobs that are available (including the "hidden" labor market); interviewing techniques and follow-up; and maintaining employment.
- 2. Upon completion of instruction, the participant will contact a reasonable number of employer contacts per week given the local labor market condition. This will be established prior to the beginning of Job Search with the ability to amend when necessary, and provide ASPIRE-TANF with a completed Employer Contact Log at least monthly.
- 3. ASPIRE-TANF may contact any employer listed on the Employer Contact Log to verify the information provided by the participant.

C. Group Job Search

1. Group Job Search consists of intensive job seeking skill training and peer support development. Topics will include: goal setting, completing applications and resumes; techniques for canvassing and contacting employers; information on the kinds of jobs that are available (including the "hidden" labor market), interviewing techniques and follow-up and maintaining employment. Following the instruction, participants will implement the training, share job seeking experiences and provide mutual support. Participants will have access to telephones, a photocopying machine, typewriters, etc. in order to complete the job search.
2. During the employer contact phase, participants will maintain an Employer Contact Log. ASPIRE-TANF may verify any employer information listed on the log.

D. JOB DEVELOPMENT AND PLACEMENT

1. Job Development – ASPIRE-TANF will provide individualized services to match job openings to the particular skills and abilities of participants. These services include identifying existing available jobs; supporting employment opportunities in line with participant abilities; and assisting participants in all phases of this activity.
2. Job Placement and Retention – Services that will allow participants to obtain, and retain, employment. Such services include, but are not limited to, arranging for mentors, job coaches or situational assessments, and dealing with economic factors (including household budgeting) that will encourage job retention. These services are targeted to those individuals who need more intensive assistance than is usually available through the program. Placements are to be for no less than 125% of the current minimum State wage. Retention services will target at a minimum the first 90 days of employment.

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SECTION 13: EMPLOYMENT

SUMMARY: This Section describes ASPIRE-TANF types of employment which include ASPIRE-PLUS (also known as On-The-Job Training) Self-Employment, Apprenticeship, Non-traditional Employment, full and part-time employment and Dislocated Employee Grievance Procedures.

I. GENERAL PROVISIONS

- A. Based on the work evaluation, an amendment to the Family Contract will be developed which will reflect the participant's employment service needs and will include necessary and available support services.
- B. ASPIRE-TANF will pay for services necessary to complete the Family Contract only when those services cannot be funded from other sources and only as long as funding is available for those services. ASPIRE-TANF will purchase the least expensive quality service necessary to meet the participant's needs.
- C. ASPIRE-TANF will provide participants with information on post-employment, transitional child care, transitional MaineCare and transitional transportation services provided by the Department of Health and Human Services.

II. TYPES OF EMPLOYMENT SERVICES

- A. **ASPIRE-PLUS** (also known as On-The-Job Training, or OJT) - Occupational skills training provided by an employer to a trainee while the trainee is engaged in productive work resulting in knowledge, skills and abilities essential to the adequate performance of a job. OJT is a "hire first" activity. The trainee is a bona fide employee who is afforded the same wages, benefits and rights as those who are similarly employed. Retention in unsubsidized employment is expected. Details of the wage reimbursement and other conditions are set forth in III. A. of this section.
- B. **Apprenticeship** - Occupational skills training provided on site by an employer to a trainee while the trainee is engaged in productive work and academic studies in subject related to the trade, both resulting in knowledge, skills and abilities essential to the adequate performance of a job. ASPIRE-TANF will work cooperatively with the Department of Labor, Bureau of Employment and Training, to encourage the development of apprenticeships.

- C. **Self-Employment** - Involvement in an enterprise where the participant has direct control over the type and amount of service or product produced.
ASPIRE-TANF will provide information and referral so that participants interested in self-employment may explore that option.
- D. **Non-traditional Employment** - Employment in occupations or fields of work where women (or men) comprise less than 25 percent of the individuals employed in such occupations or fields of work.
- E. **Full-Time Employment** - working in a position for 30 or more hours per week, with a wage of at least Maine's minimum wage per hour.

III. PROCEDURES

A. ASPIRE-PLUS (On-The-Job Training) Procedures

ASPIRE-TANF will adhere to the following procedures in developing and implementing ASPIRE-PLUS (OJT):

1. All ASPIRE-PLUS contracts are to be negotiated on an individual basis taking into account the participant's and employer's needs.
2. No contract may be written for an occupation for which the participant has related education, training or experience, which fully qualifies her for that occupation.
3. The rate of reimbursement shall not exceed an average of 50 percent of the wages (not benefits) paid to the trainee during the contract period. Reimbursement rates may be below the 50 percent average if the participant has documented competency to perform specific tasks, or vocational aptitudes or abilities within a specific occupation, but is not fully qualified. Reimbursements may only be for actual time worked by the trainee.
4. The training length will be determined by using the Dictionary of Occupational Titles, Standard Vocational Training Code, except that no contract will be less than four (4) weeks nor longer than twenty-six (26) weeks in duration.
5. ASPIRE-TANF will use a standard ASPIRE-PLUS contract document which incorporates the payment schedules, job description and terms and conditions therein by reference.

6. The trainee in ASPIRE-PLUS will be considered to be in employment and not in training, and therefore will be eligible for support services as would any employed participant. This would include employment support services and/or transitional services as appropriate and in accordance with ASPIRE-TANF and TANF eligibility rules.
7. Satisfactory progress will be documented by an employee appraisal conducted by the employer at the half-way point of the contract. If the employer states that the participant is not making satisfactory progress, ASPIRE-TANF will counsel and advise the employee to help improve performance.
8. The employer must notify ASPIRE-TANF of any employee problems which could eventually lead to dismissal. ASPIRE-TANF will counsel and advise the employee on how to resolve the problems, but it shall not interfere with the employer/employee relationship.
9. ASPIRE-PLUS participants must receive a copy of the training outline and/or job description.
10. ASPIRE-PLUS contracts must be monitored in accordance with the standard schedules and requirements of these rules, with at least two visits during the duration of the ASPIRE-PLUS contract.
11. ASPIRE-PLUS contracts will not be written for less than 125% of the State of Maine's minimum wage unless the participant's assessment information supports an exception. In no case will the ASPIRE-PLUS wage be less than the State's minimum wage.
12. No ASPIRE-PLUS Contract must be written which results in displacement or partial displacement (including reduction of hours, wages and benefits) of currently employed workers, no shall an ASPIRE-PLUS contract be written for a position where any worker is on layoff from the same or a substantially equivalent job, or for a job from which a worker has been bumped and has recall rights.
13. No ASPIRE-PLUS Contract can be written for positions that are intermittent, seasonal or solely commission-based.
14. No firm or industry in violation of local, State or Federal laws will be eligible for an ASPIRE-PLUS contract.
15. The Equal Employment Opportunity (EEO) and Americans with Disabilities Act (ADA) policies of the prospective ASPIRE-PLUS employer should be assessed to determine if the training will be conducted in a responsive setting and the prospective employer is in compliance with EEO and ADA regulations.

16. The ASPIRE-PLUS employer will agree to maintain the confidentiality of any information regarding ASPIRE-TANF participants or their immediate families which may be obtained through employee forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under the contract.

B. Apprenticeship Procedures

For ASPIRE-TANF participants who choose occupations that are apprenticeable, ASPIRE-TANF will advocate with Department of Labor's Bureau of Employment and Training to obtain an apprenticeship. The Department of Labor's rules and regulations regarding apprenticeship will apply.

C. Self-Employment Procedures

An assessment will be done by the ASPIRE-TANF case manager initially to determine the fiscal viability of the self-employment business. A referral to a business counseling service, using the vocational evaluation criteria found in section 14, II. N. if payment for services is required, may be made at that time to provide information to the case manager that will enable ASPIRE-TANF to support (or not support, as the case may be) the self-employment enterprise. In order for the self-employment to be considered full-time for purposes of participation in approved ASPIRE-TANF work activities, the participant must be working in the self-employment enterprise for a minimum of thirty (30) hours a week. The Deficit Reduction Act of 2005 states that the only hours of participation of self-employment that can be reported are determined by dividing "Gross income minus business expenses by minimum wage". It is the expectation that participants work on their self-employment venture a minimum of 30 hours a week, regardless of the hours that can be reported.

After the self-employment business has been in operation for one year, it is expected that the business be making a net profit equal to 30 hours per week at the State minimum wage. If the participant's self-employment activity does not meet this criteria, then the participant will be referred to appropriate business counseling services (e.g., Maine Centers for Women Work & Community, Small Business Administration; Service Corps of Retired Executives; local economic development agencies) in order to work on, and correct, deficiencies in the business plan, and to improve the chances of success for the business. If the business plan is determined by the business counseling service to not be realistic or financially viable, ASPIRE-TANF will require the participant to be involved in another, approved activity for the required number of hours of participation per week. If the business plan is approved by the counseling service there will be a review of the business in six months. If the self-employment enterprise is not making a net profit equal to 30 hours per week at the State minimum wage, then said self-employment business will be determined to not be a viable business, and the participant will be required to participate in another approved ASPIRE-TANF activity in order to meet the requisite number of hours.

Verification of the income received by the business will be accomplished by the participant providing relevant business records, such as tax filing forms and profit/loss statements, to ASPIRE-TANF for use in determining the financial status of the business.

ASPIRE-TANF will adhere to the following procedures in assisting participants with self-employment:

1. ASPIRE-TANF will provide participants the necessary support services in accordance with Section 14 of this manual to engage in self-employment if the following criteria are met:
 - a. The participant has a business plan approved by a business counselor who agrees the business has a reasonable chance of success (this is optional during the first 12 months of the business, unless the case manager deems it to be appropriate; after the first 12 months, if the business is not meeting the stipulation that it be earning a net profit equal to 30 hours per week times Maine's current minimum wage, then it is a requirement that a referral be made);
 - b. The participant is engaged in the self-employment enterprise a minimum of 30 hours a week; and
 - c. The compensation from the self-employment enterprise must equal Maine minimum wage times 30 hours a week (net profit) by the time the business has been in operation for 18 months.
2. If the participant is referred to a business counselor (such as Maine Centers for Women, Work and Community), and refuses to obtain the information or attend training needed to obtain the information, ASPIRE-TANF will not support the self-employment venture and will require the participant to set another viable employment goal.

D. Non-traditional Employment Procedures

ASPIRE-TANF will adhere to the following procedures in assisting participants with nontraditional employment:

1. ASPIRE-TANF will make available to participants information regarding the advantages of nontraditional occupations.
2. For participants who are interested in nontraditional employment, ASPIRE-TANF will provide the necessary program services.

E. Suitable Employment

The criteria for suitable employment applies to all types of employment, both full and part-time. The criteria is as follows:

1. The employment is within the scope of the participant's Family Contract;
2. The employment pays at least the Maine minimum wage;

3. The employment results in the participant's family experiencing no net loss of cash income;
4. The daily hours of work and the weekly hours of work do not exceed those customary to the occupation;
5. The employment is not dangerous to health or safety of the participant;
6. Daily commuting time does not exceed a two hour round trip commute;
7. The participant is physically and/or mentally able to do the job;
8. The participant is not required to join or quit a union;
9. There is not a legal strike or lock-out or other bona fide labor dispute at the work site;
10. The job or work hours do not interfere with the participant's religious beliefs;
11. Child care resources necessary for participation in employment are available; and
12. The employment offered does not interrupt a program in progress under an approved Family *Contract Amendment*.

IV. DISPLACED EMPLOYEE GRIEVANCES

- A. Permanent employees of a business or organization where an ASPIRE-TANF participant has been placed in ASPIRE-PLUS, TEMP or Field Training who feel they have been unlawfully displaced by that participant shall have a right to conciliation and grievance proceedings.
- B. An employee claiming displacement is limited to the following circumstances:
 1. A reduction in hours of non-overtime wages or employee benefits;
 2. Impairment of contracts for services or bargaining agreements;
 3. Filling of a position by an ASPIRE-TANF participant when any other person is on layoff from that position or a substantially equivalent position within the same business or organization;
 4. Infringement of promotional opportunities; or
 5. Filling of a previously unfilled vacancy by an ASPIRE-TANF participant while there is an employee of the organization who is qualified for, and has expressed interest, in the position.

- C. A request for a dispute resolution must be filed in writing with the Department of Health and Human Services' Office of Administrative Hearings, State House Station #11, Augusta, Maine 04333, within thirty (30) days of the employee discovering he/she has allegedly been displaced and the ASPIRE-TANF participant is still at the employee's place of employment.
- The request must include:
1. The name, address and telephone number of the employee;
 2. The name of the employee's supervisor;
 3. The name, address and telephone number of the business;
 4. The name of the business owner or supervisor;
 5. The division/location where the employee works;
 6. The employee's job title and job classification;
 7. The name of the ASPIRE-TANF participant who has allegedly displaced the employee; and
 8. The reason the employee feels that he/she has been displaced.
- D. The Department of Health and Human Services' Office of Administrative Hearings will, within 20 days of receipt of the request, schedule in writing a Fair Hearing with the following parties.
1. ASPIRE-TANF Program Manager;
 2. OFI Regional Manager;
 3. ASPIRE-TANF Unit Supervisor;
 4. Displaced Employee; and
 5. Other appropriate individuals as determined by the DHHS' Office of Administrative Hearings.
- E. The DHHS' Office of Administrative Hearings will notify all parties to the dispute of the following:
1. The time, place and date of the hearing;
 2. The name, business, address, employment information about the grieving employee;
 3. The nature of the alleged grievance;
 4. The citation of the Federal regulations governing the hearing;
 5. The relief that may be granted by the presiding Officer;
 6. The rights of all parties;
 7. A Statement that the presiding Officer shall attempt to mediate a settlement between the parties without resulting to a Hearing with a warning that the parties should be prepared to proceed to a formal Hearing; and
 8. A notice of the rights of the parties to appeal to the U.S. Department of Labor.
- F. On the date of the Conciliation, the presiding Officer will attempt to mediate the dispute without resorting to a formal Fair Hearing.
- If the presiding Officer determines that no resolution can be reached, a formal Fair Hearing will be opened.

- G. The proceedings may be dismissed if the ASPIRE-TANF participant is no longer placed at the business or organization at the time of Conciliation.
- H. The employee has the burden of proving that he/she has been displaced. The standard of proof shall be clear and convincing evidence.
- I. Parties of a Displaced Employee Grievance have the following rights:
 - 1. Timely and adequate notice of the proceedings;
 - 2. An opportunity to present evidence and witnesses;
 - 3. An opportunity to challenge evidence and cross-examine witnesses;
 - 4. An opportunity to be represented by another person;
 - 5. The right to subpoena witnesses as in a Civil Procedure;
 - 6. A decision based on the Conciliation and/or Hearing record;
 - 7. A prohibition on "Ex parte Contracts"; and
 - 8. A decision from the Conciliation and/or Hearing within ninety (90) days of the closing of the record.

- J. If any party to the proceedings is dissatisfied with the decision, they may appeal the decision within twenty (20) days of receipt of the State's written decision to:

Office of Administrative Law Judges

U.S. Department of Labor

Vanguard Building, Room 600

1111 20th Street, NW

Washington, D.C. 20036

With copies of the appeal sent to:

Assistant Secretary of Family Support

U.S. Department of Health and Human Services

370 L'Enfant Promenade, SW 6th Floor

Washington, D.C. 20447

and

Assistant Secretary of Employment and Training

U.S. Department of Labor

200 Constitution Avenue, NW

Washington, D.C. 20210

- K. The appeal must contain:

- 1. The full name, address and telephone number of the appellant;
- 2. The provision of the Social Security Act or regulations believed to have been violated;
- 3. A copy of the original complaint filed with the State; and
- 4. A copy of the State's findings and decision regarding the appellant's complaint.

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SECTION 14: SUPPORT SERVICE BENEFITS AND PAYMENT PROVISIONS

SUMMARY: This section describes support service benefits provided to enable participants to complete the Family Contract and provisions for payment by ASPIRE-TANF.

I. GENERAL PROVISIONS

- A. Support service benefits such as child care, transportation and other services directly related to education, training, job search, work component activities and employment services are necessary for participants to complete the Family Contract and obtain employment.
- B. ASPIRE-TANF will provide funding for support services which are necessary to complete the Family Contract, including any assessments, only when funding for such services is not available from other sources, and only as long as ASPIRE-TANF funding is available for needed services.
- C. ASPIRE-TANF will provide support service benefits for the least expensive service providing that service is of acceptable quality as determined by ASPIRE-TANF.
- D. The participant will be responsible and accountable for the appropriate use of service benefits as outlined in the Family Contract. Any documented and substantiated misuse of service benefits, purchased goods and/or services by a participant will be grounds for the termination of a current Family Contract, and repayment or other suitable recovery procedure will be instituted unless there is good cause. (*Refer to Section 4, VIII for Overpayment Procedures*).
- E. The amount for support service benefits will be limited. Specific caps on support services are included in their descriptions in Section 14, II.
- F. The term "period of enrollment" used in this chapter is defined as that period beginning with the opening of activity with the ASPIRE-TANF program, until participation with ASPIRE-TANF is ended (unless closure is due to a sanction).

II. SUPPORT SERVICE BENEFITS, PAYMENT PROVISIONS AND PROCEDURES

- A. **Childcare** - ASPIRE-TANF will provide a (TANF) benefit for childcare (exception: see number 9 below) for any participant within an approved ASPIRE Family Contract for children who are included on the TANF grant and who are under the age of thirteen (13); or physically or mentally incapable of caring for themselves (as certified by a physician or licensed psychologist); or under court supervision; or who would be dependent except for the receipt of Supplemental Security Income or because they are in foster care. ASPIRE-TANF, in situations that are not included above but are recognized to exist and are authorized by regional ASPIRE-TANF management, will provide a (TANF) benefit for childcare when it is required for a participant to complete the requirements of a Family Contract Amendment.

This means that no participant will be required to engage in ASPIRE-TANF activities unless that person has suitable child care. ASPIRE-TANF will expect the participant to choose the children's child care arrangements, but will participants who need assistance in securing child care. ASPIRE-TANF must approve child care providers who are not licensed or registered by the State prior to making payment. All adults living in or frequenting the location the child care is to be provided must be approved. Such approval will consist, at a minimum, of a check for prior or present involvement with child protective services, and other approval processes (such as a home visit or Department of Motor Vehicle and State Bureau of Identification checks) as may be deemed necessary on a case-by-case basis. Other provisions pertaining to child care are as follows:

1. ASPIRE-TANF will provide a (TANF) benefit for child care at a rate equal to the actual cost or child care Market Rate cap, set by the Department's Office of Child and Family Services, Early Childhood Division, whichever is less.
2. Market Rate Cap charts are available at TANF and ASPIRE offices.
3. ASPIRE-TANF will provide a benefit for child care in excess of the Market Rate Cap for special needs children on a case-by-case basis.
4. ASPIRE-TANF will not provide a quality stipend for children enrolled in centers or homes participating in the Maine Child Care Quality Rating System.

5. ASPIRE-TANF will not provide child care benefits to providers who are living in the participant's household. (Exceptions may be made with supervisory approval when it is determined this service is necessary for a participant to comply with his or her Family Contract Amendment.)
 6. ASPIRE-TANF will not provide a child care benefit to a participant who is receiving a child care deduction in the determination of the TANF grant amount. ASPIRE-TANF will discuss with the participant the options, to determine the best course of action, as to whether ASPIRE-TANF will provide a child care benefit or the participant will use the child care disregard in the computation of the participant's TANF benefit. ASPIRE-TANF can pay the cost of child care that exceeds the TANF child care disregard, if this is in the best interests of the participant and the ASPIRE-TANF program.
- B. **Transportation** - ASPIRE-TANF will pay for the reasonable cost of transportation necessary for the participant to engage in scheduled activities prescribed in the Family Contract. Transportation reimbursement is limited to 400 miles per week at thirty cents (\$.30) per mile. (Exception: ASPIRE participants who are handicapped and who operate their own personal wheelchair lift or other specially-equipped vehicle during the course of participating in activities outlined in the Family Contract Amendment may receive a mileage reimbursement rate of forty-five cents (\$.45) per mile. The following provisions apply:
1. ASPIRE-TANF will pay for the least expensive mode of transportation that will effectively enable the participant to engage in activities prescribed on the Family Contract. ASPIRE-TANF will make the final determination regarding mode of transportation after considering such factors as scheduling of Family Contract activities. The selected transportation mode(s) will be defined in the Family Contract.
 2. Public transportation will be provided via ASPIRE-TANF ticket purchases.
 3. Car pool drivers will be reimbursed for the most direct route, including stops at child care providers, at the rate of \$.30 cents per mile plus \$2.00 per day per ASPIRE-TANF participant transported (excluding the driver).
 4. Taxi fare will be paid, but only as a temporary measure while more permanent and less expensive transportation modes are secured, unless it proves to be the least expensive mode of transportation.

5. ASPIRE-TANF will reimburse a properly licensed participant using a properly registered private vehicle at the rate of \$.30 cents per mile for the most direct routes to and from activities prescribed in the Family Contract including trips to a child-care provider. Other provisions regarding use of private vehicle are as follows:
 - a. The \$.30 cents per mile shall be used to cover all costs of maintaining the vehicle including gasoline, maintenance and repairs, license and registration fees, insurance, tows and parking fees.
- C. **Auto Repairs** - In addition to reimbursing \$.30 cents per mile, ASPIRE-TANF will pay a maximum of \$500 per participant per calendar year on the vehicle used by the participant while engaged in activities as specified in the current Family Contract Amendment. Under no circumstances will any part of the \$500 carry-over from one calendar year to another - any unused portion will lapse at the end of each calendar year. The vehicle's value, overall mechanical condition and other pertinent factors will be used by the case manager to determine whether payment for vehicle repairs is warranted.
1. ASPIRE-TANF will only pay repairs on a vehicle which is registered to either the participant, or in the case of an unemployed parent TANF family, the participant's spouse.
 2. Repair costs shall be approved in advance of the actual service except in the case of an emergency which must be approved by ASPIRE-TANF following the emergency. The participant will be required to provide to ASPIRE-TANF an estimate and evidence of the need for the repair signed by a licensed inspection mechanic. The actual repair may be performed by a qualified person of the participant's choice.
 3. In an emergency when a repair and/or tow is needed in order to make the vehicle functional, and ASPIRE-TANF cannot be reached for approval, the participant may have such repairs performed and request approval from ASPIRE-TANF within two weeks.
 4. Payment of approved repair costs to a vendor will be made only following submission of an itemized, original bill. When payment is made to a participant's TANF EBT account, a paid receipt must be returned to ASPIRE within two weeks. If no receipt is provided or the amount on the receipt is less than the support service benefit, an overpayment will be established.
- D. **Auto Liability Insurance** - ASPIRE-TANF will pay the cost of the minimum liability insurance required by Maine law up to a maximum of \$300 per period of enrollment, commencing with paid mileage necessary to complete the Family Contract, for a vehicle registered to and solely operated by the participant. In instances where a vehicle used by the participant is co-registered with another person or used by another person, ASPIRE-TANF will only pay that portion of the premium which is attributable to the participant. ASPIRE-TANF will pay premiums in the most cost-effective manner possible, but will not pay premiums for extended periods when the participant is not actively engaged in prescribed Family Contract activities.

- E. **Eye Care** - With prior approval, ASPIRE-TANF will pay the cost of eye care which is not covered by MaineCare or other sources and which is necessary for the participant to complete the Family Contract. Payment for eye care appliances will be for the least expensive quality option to correct the deficiency and will not exceed \$200 per calendar year. If a participant has a special vision condition requiring special lenses this rate may be exceeded to cover the least expensive quality option necessary to correct the condition upon verification of the need and cost in writing from an optometrist or ophthalmologist.
- F. **Dental Care** - ASPIRE-TANF will pay the cost of dental care which is not covered by MaineCare and which is necessary to alleviate pain, or for the participant to be able to take employment. These payments will conform to MaineCare rates where such a rate is scheduled. If there is not a scheduled MaineCare rate, ASPIRE-TANF will pay for the least expensive quality dental service necessary to correct the condition upon receipt of verification of cost and need in writing from a dentist. ASPIRE-TANF may request a dental review by a dentist retained by the Department if rates or the need for the service are in question. ASPIRE-TANF will not pay for orthodontics. Dental care reimbursement is limited to \$2,000 per participant for the period of enrollment.
- G. **Education and Training Expenses** - ASPIRE-TANF will not provide funding for tuition and mandatory fees at a post-secondary institution unless:
1. The participant is unable to secure other educational funding needed to complete the participant's Family Contract due to:
 - a. Poor credit as determined by the educational funding source; or
 - b. The consideration by the educational funding source of resources from past years that are not actually available to the participant; or
 2. In the determination of the case manager, failure to pay the tuition or fees would result in higher ASPIRE-TANF Program costs to achieve the participant's approved goal; or
 3. In the determination of the ASPIRE-TANF Program Manager, failure to pay tuition or fees would otherwise be a substantial barrier to the participant obtaining her employment goal.
 4. When ASPIRE-TANF pays for these items a limit of up to \$3,500 per academic year for tuition and mandatory fees is in effect.
- H. **Books and Supplies** - ASPIRE-TANF will provide up to \$750 per academic year for required books and supplies, to the extent that the student does not have non-repayable financial aid (scholarships; grants) which, after paying tuition and fees, would be available to pay for books and supplies. Required books and supplies are books and supplies mandatory for everyone in the class.

- I. **Clothing and Uniforms** - ASPIRE-TANF will pay for clothing and uniforms in accordance with the following conditions providing prior approval is given and items have not already been purchased as part of training and financial aid funds:
 1. Clothing required for performance of an occupation and/or to train for that occupation including uniforms, special work shoes or boots, gloves, etc.
 2. Clothing not specifically required for the occupation, but necessary for maintaining appropriate appearance in order to seek or maintain employment.
 3. Emergency clothing necessary to meet the participant's immediate needs such as a winter coat.
 4. Clothing and uniform reimbursement are limited to \$300 per calendar year.
- J. **Occupational Expenses** - ASPIRE-TANF will pay for tools and equipment necessary for the participant to perform an occupation (when the employer requires all employees to have such equipment and the employer does not purchase such equipment for any of these employees), or for material and equipment for a participant with an ASPIRE-TANF approved self-employment plan or occupational-related expenses such as licensing and certification fees, examination fees, etc. Occupational expenses are limited to \$500 per period of enrollment.
- K. **Relocation Costs** - When it is necessary for the participant to relocate in order to participate in education or training or take employment which is part of the Family Contract but is not available in the area in which the participant resides, and the commutation to the education or training program or employment would be impractical due to excessive distance or other transportation difficulties, ASPIRE-TANF will pay costs of relocation up to a maximum of \$500. per period of enrollment. Included in this amount may be travel at the rate of \$.30 per mile, cost of transporting household goods, and any portion of the first month's rent which exceeds the monthly rent or mortgage the participant has been paying in her most recent housing arrangement, and any portion of a security deposit which exceeds the deposit returned from the most recent rent.
- L. **Job Development** – ASPIRE-TANF will pay for job development services (on a fee-for-service basis) not to exceed \$800 per period of enrollment in TANF. See Section 12, D. for further information.
- M. **Job Placement and Retention** – ASPIRE-TANF will pay (on a fee-for-service basis) up to \$500 per period of enrollment in TANF for job placement and retention services. See Section 12, D. for further information on this.
- N. **Vocational Evaluation and Related Services** - ASPIRE-TANF will pay (on a fee-for-service basis) up to \$2500 per calendar year per participant for a comprehensive vocational evaluation and services (such as an evaluation of physical/mental health issues that impact on employability) required as a result of the evaluation, in order to assist participants in becoming self-supporting. This is targeted to those participants who have been determined to have, or are suspected of having, multiple barriers to becoming employed, but can apply to any participant or group of participants in need of services unavailable through the Department of Health and Human Services. The hourly rate paid for these services should correspond as much as possible to rates paid by other State agencies for similar services, but it is not to exceed \$75 per hour.

- O. **Other** - If ASPIRE-TANF determines that the participant has other support service needs which are not otherwise specifically mentioned in this Section, but are necessary for the participant to complete the Family Contract, it may pay for the least expensive quality service necessary to meet the need, if the service cost cannot be paid from another source. "Other" support services are limited to \$500 per calendar year.
- P. **Return of Purchased Goods** - A participant who does not complete an education or training program, or who does not take employment for which books, tools or other materials or equipment have been purchased by ASPIRE-TANF must return those items to ASPIRE-TANF, if they can be used by other participants. Personal items such as dentures, eye glasses and clothing need not be returned.

III. EMPLOYMENT SUPPORT SERVICES

Support Services will be available anytime a Family Contract is active, including availability for a countable employment activity. Once a participant is determined to be ineligible for TANF due to income from employment, transitional services will be utilized in place of child care and transportation support services, as soon as they become available to the participant.

IV. PROMPTNESS OF PAYMENT OF SUPPORT SERVICES

Participants should be paid or reimbursed promptly by ASPIRE-TANF in order that the Family Contract is not unnecessarily interrupted. However, bills submitted more than 30 days after the service was provided will not have as high a priority, and may take longer to get paid, than those submitted within 30 days of the date of service. ASPIRE-TANF will assure promptness of payment as follows:

- A. Participants submitting bills to ASPIRE-TANF for payment will be mailed payment no later than fifteen (15) working days following the receipt of the bill at the ASPIRE-TANF office. This time limit applies to bills which do not contain errors. Payment for bills containing errors will be mailed no later than fifteen (15) working days from the date the corrected bill is received by the ASPIRE-TANF office.
- B. In the event that the payment system fails and payment has not been mailed within fifteen working days, an emergency handwritten check will be mailed to, or be made ready to be picked up by, the participant submitting a request in accordance with Section IV, F.

- C. When a participant can demonstrate to the satisfaction of ASPIRE-TANF that services are immediately necessary to participate in an ASPIRE-TANF approved activity, whether or not a prior bill has been submitted for the service, a handwritten check will be mailed to, or made ready to be picked up by, the participant within three (3) working days of the participant making a request in accordance with Section IV, F. If a prior bill has not been submitted, a bill must be submitted with the request.
- D. In instances where a participant requests emergency payment in accordance with Sections IV, B or C, and a check has already been selected for payment in the automated payment system, the request for issuance of an emergency handwritten check will be denied, and payment will be issued through the automated payment system. ASPIRE-TANF, in conjunction with DHHS Regional Administration, may make exceptions to this provision at its discretion in unusual circumstances such as the apparent loss or misdirection of a mailed check.
- E. Any vendor providing services to ASPIRE-TANF participants (including a child care provider) as part of an approved Family Contract and who is ordinarily paid directly by ASPIRE-TANF, may submit a request for payment in accordance with Section IV, B and C, by contacting the participant involved who will make a request on the vendor's behalf in accordance with Section IV, F. In order for a vendor to receive emergency payment under Section IV, B and C, the circumstances must be such that lack of payment is causing an emergency for the participant. For example, the vendor is on the verge of discontinuing the service due to lack of payment. Any vendor payment will be made contingent upon the vendor having accurately completed and submitted to ASPIRE-TANF any necessary paperwork for entry into the automated payment system vendor file.
- F. A participant may make a request for payment in accordance with Sections IV, B and C by completing an Emergency Payment Request form at the ASPIRE-TANF office, or a request may be made orally by contacting the ASPIRE-TANF case manager who will complete the Emergency Payment Request form on the participant's behalf. ASPIRE-TANF will notify the participant of approval or denial of the Emergency Payment Request the same day it is requested.
- G. Each participant will be given written notice, and oral notice as appropriate, of the right to make an emergency payment request in accordance with Section IV, B and C whenever the participant submits a bill for payment.
- H. For ASPIRE-TANF participants who usually receive payments directly from the Department of Health and Human Services, the Department's OFFICE FOR FAMILY INDEPENDENCE (OFI) central office will immediately review any decision by a OFI ASPIRE-TANF case manager to deny an emergency payment request. Should the OFI central office decide to reverse the denial, a handwritten check will be mailed to the participant within three (3) working days from the Department's Augusta regional office.

The Department of Health and Human Services, OFFICE FOR FAMILY INDEPENDENCE (OFI) will ensure that entities with which it contracts issue payments in accordance with time frames described in this section, and comply with all other provisions of this section as may be appropriate to fulfill its intent. OFI will monitor compliance and will enforce compliance when necessary.

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SECTION 15: REDUCTION OF ASPIRE-TANF SERVICES WHEN FUNDING IS INADEQUATE

SUMMARY: This Section sets forth procedures for reduction of ASPIRE-TANF services when it is determined by OFI that funding is inadequate to continue to maintain existing levels of services.

I. GENERAL PROVISIONS

- A. When State and/or Federal funding for the ASPIRE-TANF program is inadequate to maintain existing levels of service, service reduction will occur. Service reduction will be as equitable as possible and will apply statewide. Service reduction will apply if a participant is being served directly by OFI or by an agency contracting with OFI.
- B. ASPIRE-TANF will provide services as funding and staff distribution permits on a statewide basis to include both the major urban municipalities and rural areas.

II. SERVICE REDUCTION DUE TO FUNDING INADEQUACY

- A. When OFI determines that there is a funding shortage which results in the need to reduce services, the following steps will be taken in the following order, depending on the severity of the funding shortage:
 - 1. All Family Contracts will be honored to their completion date. No new ASPIRE-TANF participants will be enrolled until the completion of existing Family Contracts is assured.
 - 2. Procedures in Step 1 will apply. In addition, no new Family Contract will be written for voluntary summer courses which can be taken during the regular academic year.
 - 3. Procedures in Step 1 and 2 will apply. In addition, no new Family Contracts will be written for the following pre-training activities: job-readiness training; employability counseling; and job readiness/personal responsibility training (See Section 9, Subsections II A and E) with the exception of programs for teen parents.
 - 4. Procedures for Steps 1, 2, and 3 will apply. In addition, no new Family Contracts will be written for the following pre-training activities: high school diploma programs; GED programs; and remedial education programs, (see Section 9, Subsections II B, C and D) with the exception of programs for teen parents.

5. Steps 1, 2, 3, and 4 will apply. In addition, in descending order, no new Family Contracts will be written for the following types of education and training programs:
 - a. Programs which will require up to two years for the participant to complete.
 - b. All pre-training programs for teen parents except high school completion.
6. In the event of severe funding inadequacy, in which the above steps are not sufficient, all Family Contracts will be immediately terminated.

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SECTION 16: PARENTS AS SCHOLARS PROGRAM

SUMMARY: Parents as Scholars is a student aid program based on need, for up to 2000 participants, to aid needy students who have dependent children and who are matriculating in post-secondary undergraduate 2-year and 4-year degree-granting programs.

I. AUTHORIZATION

The Department is authorized to operate the Parents as Scholars Program by Maine Public Law (22 MRSA Chapter 1054-B, §3790). The PaS Program is funded with the TANF Block Grant for twelve months of a recipient's participation. While Block Grant funded, the recipient is subject to the 60 month time limit. After the 12 months of a recipient's participation in PaS, the program will be funded with State money and the participant will likewise be subject to the 60-month time limit.

II. PHILOSOPHY

The Parents as Scholars (PaS) Program is a tool to provide alternative means of achieving self-support for some parents. PaS allows participants to receive a package of financial aid, MaineCare and support services while attending, on a full-time basis (as defined by the educational institution), post-secondary undergraduate 2 and 4-year degree-granting programs. It is recognized as a student financial aid program, while still operating under the same rules as found in the ASPIRE-TANF Program.

III. GENERAL PROVISIONS

A. Eligibility Criteria

1. Individuals with marketable bachelor's degrees are ineligible for enrollment.
2. To the extent that program resources and space permit, enrollment in the program must be granted if the assessment results in findings as follows:
 - a. That the individual does not possess the necessary skills to obtain employment that will enable the individual to support a family at 85% of the median family income in the State for a family of the same size;
 - b. That, considering potential employment opportunities and local labor market conditions, the post-secondary education sought by the individual will significantly improve the ability of the family to be self-supporting;
 - c. That the individual has the aptitude to complete the proposed post-secondary program successfully. Aptitude is determined on an individual basis, using assessment procedures from Section 5 and all other relevant information to make an informed decision as to whether or not the individual can realistically succeed in the proposed post-secondary education program.

B. Participation Requirements

- a. An enrollee must participate in a combination of education, training, study or work-site experience for an average of 20 hours per week in the first 24 months of the program.
- b. Aid under this program may continue beyond 24 months if the enrollee remains in an educational program and agrees to participate in either of the following options:
 1. Fifteen hours per week of work-site experience in addition to other education training or study: or
 2. A total of 40 hours of education training, study or work-site experience.

Both options will be presented to enrollees, and they (enrollees) will be permitted to choose either option. Work-site experience includes, but is not limited to paid employment, work study, practicums, internships, clinical placements, laboratory or field work directly related to the enrollee's employment goal or any other work activity that as determined by the Office for Family Independence, will enhance the enrollee's employability in her/his field of study. In the last semester of the enrollee's educational program, work-site experience may also include resume preparation, employment research, interviews and other activities related to job placement

Study hours are to be counted as 1 times the number of hours enrolled in the educational program. These do not have to be scheduled, supervised study hours; as long as the participant is satisfactorily participating in the educational activity, the study hours are automatically allowed and counted towards the participation requirement.

- c. An enrollee receiving aid under this program must be enrolled full-time, with the expectation that the degree (either 2 year or 4 year) will be obtained within the normal time frame for the particular degree and make satisfactory progress as defined in Section 3, III, A of the ASPIRE-TANF Policy Manual. If ASPIRE-TANF determines, with appropriate verification, that "Good Cause" for participating on a less-than-full time basis exists, then the participant will be allowed up to 1.5 times the normal time frame it would take to obtain the 2 or 4-year degree. Unless required by state or federal law, under no circumstances will the time allowed exceed 3 years for a 2-year degree, or 6 years for a 4-year degree. For purposes of this subsection the term "good cause" means circumstances in which the required participation would cause the enrollee to seriously compromise academic performance. Good cause includes, but is not limited to, a verifiable need to take care of a family member with special needs, a physical or mental health problem, illness, accident, death or a serious personal or family problem that necessitates reduced participation or time off from education, training or work.

- d. The ASPIRE-TANF program may not disapprove an educational plan based solely on the length of the educational program.
- e. In a two parent household, where both parents are on the TANF grant, one or both parents may apply to participate in the PaS Program. If only one parent is enrolled in the PaS Program, the other parent, if required by TANF regulations to participate in the ASPIRE-TANF Program, will have to participate in countable activities in accordance with Section 3, II.C. This will align the total hours of participation for the 2-parent PaS household with those required of non-PaS, 2-parent households.

IV. ADMINISTRATION

A. Enrollment in the PaS Program

1. Effective August 1, 1997, all participants who are currently enrolled in 2- and 4-year degree programs will be transferred into the PaS Program.
2. Beginning with the effective date of this policy, additional participants will be accepted into the program, until the cap of 2000 participants is reached. At the point that the cap is reached, no new enrollees in the PaS Program will be allowed, until participants leave the program. An Operating Memorandum will be issued that details the process for working with participants who want to enter the program.

B. Procedures

1. Eligibility for the PaS Program will be determined on an individual basis through the assessment process.
 - a. An individual may apply for the PaS Program at the time of application for TANF, or any time while receiving TANF benefits.
 - b. Applicants for the PaS Program will be notified in writing of the results of the application, and afforded the same rights to Conciliation and Fair Hearing as participants in the ASPIRE-TANF Program. The ASPIRE-TANF case manager is responsible for the determination of eligibility based on rules in this Section and applicable Sections in the ASPIRE-TANF Program Rules Manual.
2. Services Available to PaS Participants
 - a. All support services that are available to ASPIRE-TANF participants, including child care, transportation, etc. are likewise available to PaS participants.
 - b. As in the ASPIRE-TANF Program, support services will be provided while the participant is actively engaged in an approved activity.

3. Reduction in Services

When the ASPIRE-TANF Program determines that there is a funding shortage which results in the need to reduce services, the following steps will be taken, depending on the severity of the funding shortage:

- a. All Family Contracts will be honored to their completion date. No new participants will be enrolled in the PaS Program until the completion of existing Family Contracts is assured.
- b. Procedures in Step 1 will apply. In addition, no new Family Contract will be written for voluntary summer courses which can be taken during the regular academic year.
- c. Procedures in Step 2 will apply. In addition, termination of Family Contracts will begin, based on length of time necessary to complete the educational program. Participants with the greatest amount of time needed to finish the educational program will be terminated first of all, then proceeding to those participants who have a lesser amount of time needed to complete their educational program.
- d. In the event of severe funding inadequacy, in which the above steps are not sufficient, all Family Contracts will be immediately terminated.

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SECTION 17: TANF TIME LIMIT EXTENSIONS

SUMMARY: This Section describes the extensions to the TANF 60-month time limit and the role and responsibility of the ASPIRE-TANF Program in implementing those extensions.

I. GENERAL PROVISIONS

- A. Under federal and state law, most families can receive TANF cash assistance for a maximum of 60 months. TANF is temporary cash assistance to help support families while they work with the ASPIRE-TANF Program to reach their employment goals and take steps to achieve self-support.
- B. Maine may extend TANF cash assistance beyond 60 months to households where the adult(s) or minor parent head of household meets the following requirements:
 - 1. Meets the criteria of one of the hardship extensions included in III, 1-8, below,
 - 2. Participates in Family Contract Amendment activities unless good cause for non-participation exists, and
 - 3. Meets all other TANF eligibility requirements
- C. All hardship extension decisions and case closures based on the 60-month time limit must be approved by an OFI Supervisor.

II. PRE-TERMINATION PROCESS

- A. An OFI supervisor will review all open TANF cases scheduled to be terminated due to the TANF time limit.
- B. Notices will be sent by OFI Eligibility to households no later than 120 days prior to the end of the 60th month of TANF receipt. This notice will offer the adult or minor parent head of household the opportunity to hold a meeting with ASPIRE to review the family's case. If a meeting is requested ASPIRE must schedule either a telephone meeting or a face to face meeting. The following topics must be covered in this meeting:
 - 1. Exemptions to the individual month count (see the Maine Public Assistance Manual, Chapter I, General Rule, page 21) and the criteria that may apply to any months this family received TANF
 - 2. Whether extension criteria (III, 1 -8, below) may apply to the family
 - 3. In cases where closure is imminent, discussion must include the adult's plan for supporting his or her family post termination. Available services and resources to help meet the family's basic needs will be offered
- C. When the adult recipient fails to attend the time-limit family meeting, the Department will determine whether the family is eligible for a hardship extension based on the information in the family's case record.

III. HARDSHIP EXTENSIONS

- A. All hardship extensions are temporary and may be approved for up to six months. Additional incremental extensions may be granted for up to six months, unless specified.
- B. Extension requests may be made in the last 3 months of a household's 60 months of TANF receipt or at time of TANF application, if 60 months of TANF benefits already have been received by the family.
- C. Progress towards the goal of self-support must be demonstrated in order for additional hardship extension requests to be approved. Specific action steps in the Family Contract Amendment must have been accomplished, unless good cause has been established.
- D. If the adult with 60 or more months of TANF receipt is found to be in non-compliance with required activities during an extension, without good cause, that TANF extension will be ended.
- E. Individuals have the primary responsibility of providing verification to support their request for a hardship extension. If the applicant has difficulties in obtaining the required verification, DHHS staff will assist the individual.
- F. The following includes types of hardship extensions, descriptions and time frames, and targets for case management during that extension period:
 - 1. **Domestic Violence** –An adult or minor parent head of household who is a victim of domestic violence may be eligible for an extension of up to six months. Additional incremental extensions of up to six months may be granted.
 - a. **Definition:** An adult or minor parent head of household is currently involved in or living with the effects of a domestic violence situation, which includes one or more of the following:
 - i. Physical acts/ threats of physical injury
 - ii. Sexual abuse of a child or caretaker of a child
 - iii. Psychological effects of the abuse
 - b. **Verification:** The individual must provide reasonable and verifiable written evidence of the abuse including, but not limited to:
 - i. Court, medical, law enforcement, child protective, social services, psychological, or other records that establish that the individual has been a victim of domestic violence; or
 - ii. Sworn statements from adult persons, other than the individual, with knowledge of the circumstances affecting that individual.
 - c. **Case Management:** A Family Contract Amendment may include steps to reduce the threat of violence and increase family security and steps to prepare for employment and reach self-support in the shortest time possible. ASPIRE will offer to connect participants to local domestic violence projects and/or support agencies.

2. **Disability** – Adult(s) or minor parent heads of household who are disabled may be eligible for an extension of up to six months. Additional incremental extensions of up to six months may be granted.
 - a. **Definition:** The adult(s) or minor parent head of household is unable to engage in gainful employment based on medical evidence. The disability must substantially reduce the individual's ability to support the family.
 - b. **Verification:** The individual must provide verification of an application or appeal for disability income such as SSI, SSDI, or Railroad Retirement Disability. The individual must provide an updated medical form supplied by the Department.
 - c. **Case Management:** A Family Contract Amendment must include steps to follow up with any disability application process. A Family Contract Amendment may include cooperating with the Department of Labor, Bureau of Rehabilitation, Vocational Rehabilitation Services, if found appropriate.

3. **Caring for a Significantly Disabled Family Member** – The adult(s) or minor parent head of household who is caring for a significantly disabled family member may be eligible for an extension of up to six months. Additional incremental extensions of up to six months each may be granted.
 - a. **Definition:** The adult or minor parent head of household is needed to care for a family member who resides in the home and would be included in the TANF grant if otherwise eligible, and who has a temporary or permanent mental or physical illness, condition, or incapacity and no other care is available.
 - b. **Verification:** Documentation must be provided from a medical professional that verifies:
 - the household member's illness, or incapacity, AND
 - their need for full time care
 - c. **Case Management:** A Family Contract Amendment must include development of a plan for care for the disabled family member to enable employment or a return to employment for the individual or development of another plan for financial support in anticipation of the end of TANF cash assistance.

4. **Participation in a Training or Education Program** – The adult or minor parent head of household who is participating in a training or education program may be eligible for an extension up to six months. Additional incremental extensions of up to six months each may be granted.
 - a. **Definition:** The adult or minor parent head of household, who, in the 60th month of receipt of TANF cash assistance is participating in an approved vocational education training program. Vocational education training is defined in ASPIRE-TANF Program Rules Section 3, subsection IV, A.3.a. This does not include: Adult Basic Education, General Equivalency Degrees, English as a Second Language, or High School. Individuals must maintain satisfactory progress (Section 3, III, A.) towards completion. (See Sections 10 and 16 for training and education time frames and completion requirements.)
 - b. **Verification:** The individual must verify their training/ education schedule, grades or completion results and hours of participation.
 - c. **Case Management:** For those receiving TANF-PaS benefits, the eligibility criteria and participation requirements (Section 16) remain the same during an extension.

5. **Working Families** – The adult(s) or minor parent head of household who is working may be eligible for an extension up to six months. Additional incremental extensions of up to six months each may be granted.
 - a. **Definition:** The adult(s) or minor parent head of household is working at paid employment for at least 35 hours per week but continues to be eligible for TANF cash assistance.
 - b. **Verification:** Employment hours are verified through paystubs, or other employer contact through either OFI Eligibility or ASPIRE, and is documented in the client's electronic case file.

NOTE: Self-employed individuals must demonstrate that they are working 35 hours per week and must be earning at least the state equivalent to the minimum wage per hour to be eligible for this extension.
 - c. **Case Management:** A Family Contract Amendment must include steps to attempt to increase the individual's work hours and/or pay.

6. **Pregnancy** – The pregnant adult(s) or minor parent head of household may be eligible for an extension up to six months.
 - a. **Definition:** A pregnant individual, who is in her last trimester of pregnancy in her 60th month of TANF receipt. This is limited to single-parent households.
 - b. **Verification:** Pregnancy verification must be provided by the individual to the Department.
 - c. **Case Management:** Assessment shall include discussion of family planning and resources provided, upon request, to prevent unwanted pregnancies.

7. **Loss of Job** – The adult or minor parent head of household, who becomes unemployed following his or her termination from TANF as a result of the time limit, may be eligible for an extension of up to six months. Additional incremental extensions of up to six months each may be granted provided there is a break in TANF for at least 12 months between the two extension periods.
- a. Definition: The adult or minor parent head of household, who becomes unemployed following his/her termination from TANF as a result of the time limit, may be eligible for an extension of up to six months when:
- i. The individual has been employed for at least 12 months following TANF closure when the TANF closure was the result of the time limit or as the result of the end of an extension period; and
 - ii. The job loss was through no fault of the individual; and
 - iii. The individual has applied for unemployment benefits and would have been eligible except that (s) he has not worked for a sufficient length of time.
- b. Verification: The individual must provide:
- i. Verification of his/her employment for 12 months following TANF closure; and
 - ii. Verification of the reason for his/her most recent job loss; and
 - iii. Verification of his/her unemployment benefits status.
- c. Case Management: A Family Contract Amendment must include job search activities when appropriate, as outlined in Section 12.
8. **Occurrence of an Emergency Situation** – A family may be eligible for an extension of up to six months when the family has experienced an emergency situation, other than citizenship or alien status, which is beyond the control of the family and prohibits them from engaging in employment.
- a. Definition: A family may be eligible for an extension of up to six months when the family has experienced an emergency situation, other than citizenship or alien status, which is beyond the control of the family and prohibits them from engaging in employment. This extension must be approved by the TANF Program Manager. Examples of an emergency situation include but are not limited to the following:
- i. Death of child , spouse or parent; or
 - ii. Homelessness due to a disaster such as fire, flood or act of nature.
 - iii. Victims of violent crimes

- b. Verification: The individual must provide verification of the emergency situation that is prohibiting them from engaging in employment. Examples of this verification may include a written statement from a law enforcement official, or a social service agency.
- c. Case Management: The individual's Family Contract Amendment must include steps to resolve barriers to employment created by the emergency situation. Appropriate referrals to available resources and services that may assist the family must be offered.

IV. EXTENSION APPROVAL

- A. Hardship extensions shall not be granted when:
 - 1. The participant has rejected an offer of employment or quit a job without good cause (Section 1, III., C.) within the last year;
 - 2. The participant has failed to cooperate with ASPIRE, DSER, or QC within the past year resulting in two or more sanctions;
 - 3. The participant has an Intentional Program Violation from the Department of Health and Human Services in the past 36 months, following the date the IPV was established.
- B. Extensions must last a minimum of one month to a maximum of six months.
- C. Individuals must meet the hardship extension criteria in order to remain eligible for an extension.
- D. Individuals will receive extension decisions in writing. This notification will explain the reason for the decision and appeal rights.
- E. A signed Family Contract Amendment must be completed within 10 days granting a hardship extension.
- F. Support Services, as defined in Section 14, may be provided during extensions.
- G. Good cause for non-compliance with an activity in the Family Contract Amendment during a hardship extension is allowed consistent with the good cause provisions as defined in Section 4, III.
- H. Reviews of individual's progress during their extension must be completed at least monthly by the ASPIRE-TANF Program. A review must be conducted when the Department becomes aware of changes in the household, including, but not limited to, earnings or household composition.
- I. If the adult or minor head of household, who has been approved a hardship extension based on total inability to work, begins employment, that extension is ended and TANF benefits ended.
- J. When a hardship extension has been granted and the TANF adult who has not received 60 months of TANF benefits fails to comply with ASPIRE rules, without good cause, the sanction process will be followed (Section 4, V. and VI).

- K. When a hardship extension has been granted and the TANF adult who has received 60 months of TANF benefits fails to comply with ASPIRE rules, without good cause, the extension will end and the TANF case will close.

V. FAIR HEARINGS

- A. A participant who disputes an ASPIRE-TANF decision made during an extension or regarding the approval or denial of an extension has the right to a fair hearing, provided the request for the fair hearing is made within 30 days of the notice of the extension decision.
- B. The provisions in the Maine Public Assistance Manual, Chapter 1, define and govern the pre-termination conferencing process for those who are reaching the 60-month limit for benefits, or whose extension is being terminated before the end of the extension period.
- C. If TANF assistance has ended and the Administrative Hearing decision finds the Department in error, a corrective payment shall be issued for the period specified in the Hearing Decision.