

DEPARTMENT OF SOCIAL SERVICES
744 P Street, Sacramento, CA 95814



March 2, 2007

ALL-COUNTY LETTER NO. 07-12

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY FOOD STAMP COORDINATORS
ALL COUNTY CalWORKs PROGRAM SPECIALISTS
ALL COUNTY FORMS COORDINATORS
ALL CONSORTIUM PROJECT MANAGERS

REASON FOR THIS TRANSMITTAL

- State Law Change
- Federal Law or Regulation Change
- Court Order or Settlement Agreement
- Clarification Requested by One or More Counties
- Initiated by CDSS

SUBJECT: TRANSLATION OF FOOD STAMP PROGRAM AND CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CalWORKs) JOINT FORMS INTO EIGHT ADDITIONAL LANGUAGES

REFERENCE: ALL COUNTY INFORMATION NOTICE (ACIN) NO. I-09-06
ALL COUNTY LETTER (ACL) 03-56

The purpose of this letter is to advise counties that the Food Stamp Program (FSP) forms and specified joint Food Stamp and CalWORKs forms will be translated into eight additional languages as required by Federal Regulations 7 CFR 272.4 (b) and the settlement of the Be Vu et al v. Mitchell and Bolton lawsuit. The Department's settlement agreement (attached) specifies that in addition to Chinese, Russian, Spanish and Vietnamese translations of FSP forms; the Department will translate FSP forms and specified forms jointly used with the CalWORKs program into Arabic, Armenian, Cambodian, Farsi, Hmong, Korean, Lao, and Tagalog. Please note that this letter does not address the full range of language access obligations, which are set forth in Division 21 of the Manual of Policies and Procedures (MPP).

The California Department of Social Services (CDSS) will translate these forms according to the form's designated priority as indicated on the Forms Matrix, which is included with the settlement agreement attached to this All County Letter (ACL). It is anticipated that high priority forms will be translated within six months, while moderate and low priority forms should be translated within twelve months of the date of the court's approval of the settlement agreement.

Pursuant to MPP section 63-1250.6, counties must utilize the translated forms immediately. Counties must use the translated forms as necessary to ensure effective communication with applicants/recipients regardless of whether the CDSS translated forms and notices are available in the county's automated welfare eligibility system, including but not limited to the Interim Statewide Automated Welfare System (ISAWS), CalWORKs Information Network (CalWIN), Consortium IV (C-IV), and Los Angeles Eligibility Automated Determination Evaluation and Reporting (LEADER) system. If the county's automated system cannot print the translated form, the county must utilize a manual process to complete the form. Counties are reminded that MPP section 21.115.2 requires that when translated forms and other written material are provided by

CDSS, the county shall make available and offer to the applicant/recipient the translated materials regardless of the number/percentage of non-English speaking/limited-English proficient applicants or recipients served by the county.

Additionally, counties are reminded that any Food Stamp forms, including translated forms that are modified by the county may not be used without the prior review and approval of the CDSS Food Stamp Branch as provided in MPP section 63-1250. Furthermore, in accordance with the settlement agreement, CDSS will monitor the counties use of translated forms through the Civil Rights Compliance Review process, Annual Food Stamp Program Survey, and state fair hearings (through identification of translation/language barrier issues).

The CDSS Language Services Bureau will provide the counties with a monthly update, which will identify the form(s) and language(s) into which the form(s) have been translated. The monthly update will be sent to counties electronically and via mail and will include the CDSS website address where the translated forms may be obtained. County staff is advised to notify the below CDSS staff of county staffing and/or address changes and to regularly check the CDSS website for newly translated forms.

If you have a CalWORKs Program Specialist staffing or email address change to report, please contact, Kinaya Foster at (916) 654-1322. If you have a Welfare Director, Food Stamp Coordinator, or Forms Coordinator staffing change or email/ mailing address change to report or a question regarding Food Stamp forms, please contact Frederick Hodges III at (916) 653-7973.

Camera Ready Copies and Translations

For a camera ready copy in English, contact the Forms Management Unit at (916) 657-1907. If your office has internet access, you may obtain these forms from the CDSS web page at: http://www.dss.cahwnet.gov/cdssweb/FormsandPu_271.htm. When all translations are completed per MPP 21-115.2, including Spanish forms, they are posted on an ongoing basis on the CDSS web site. Copies of the translated forms and publications can be obtained at: http://www.dss.cahwnet.gov/cdssweb/FormsandPu_274.htm. For questions on translated materials, please contact Language Services at (916) 651-8876.

Sincerely,

Original Document Signed By:

CHARR LEE METSKER
Deputy Director
Welfare to Work Division

Attachment

RECEIVED
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ATTORNEY GENERAL OFFICE COPY

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LEGAL SERVICES OF NORTHERN CALIFORNIA

JODIE BERGER, State Bar No. 124144
1810 Capitol Street
Vallejo, CA 94590-5721
Telephone: (707) 643-0054 x 302
Facsimile: (707) 643-0144

BAY AREA LEGAL AID

Amy P. Lee, State Bar No. 203604
Robert Capistrano, State Bar No. 70482
405 14th Street, 11th Floor
Oakland, CA 94612
Telephone: (510) 663-4744
Facsimile: (510) 663-4740

Additional Counsel list on next page

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

BE VU, SUK KIT WONG, and GURGEN HOVHANNISYAN

v.

TAMERON MITCHELL AND LARRY BOLTON, Chief Deputy Directors, Department of Social Services, State of California, and DEPARTMENT OF SOCIAL SERVICES, STATE OF CALIFORNIA

Respondents.

Case No. CPF-04-504362

SETTLEMENT AGREEMENT AND [PROPOSED] ORDER

ENDORSED
FILED
San Francisco County Superior Court

DEC - 8 2006

GORDON PARK-LI, Clerk
BY: LINDA K. ESBY
Deputy Clerk

1 NATIONAL CENTER FOR LAW AND ECONOMIC JUSTICE
MARC COHAN
2 MARY R. MANNIX
275 Seventh Ave., Suite 1506
3 New York, NY 10001-6708
Telephone: (212) 633-6967
4 Facsimile: (212) 633-6371

5
6 COALITION OF CALIFORNIA WELFARE RIGHTS ORGANIZATIONS
Grace Galligher, State Bar No. 106687
1901 Alhambra Blvd., Second Floor
7 Sacramento, CA 95816
Telephone: (916) 736-0616
8 Facsimile: (916) 736-2645

9 *Attorneys for Petitioners*

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1 This SETTLEMENT AGREEMENT (Agreement) is entered into by and between Be Vu, Suk
2 Kit Wong, and Gurgen Hovhannisyan, hereinafter referred to as PETITIONERS, and Clifford
3 Allenby, in his official capacity as interim Director of the Department of Social Services, State of
4 California (successor to Tameron Mitchell and Larry Bolton, Chief Deputy Directors) and
5 Department of Social Services, State of California, herein referred to collectively as
6 RESPONDENTS.

7 **RECITALS**

8 WHEREAS, on July 15, 2004, PETITIONERS filed a Petition for a Writ of Mandamus
9 ordering RESPONDENTS to 1) estimate the number of low-income single-language minority
10 households, both participating and not participating in the Food Stamp program, for each project
11 area and certification office in California, as required by federal Food Stamp law and
12 implementing regulations, 7 U.S.C. § 2020 (c), (e)(1), (e)(2)(A) and 7 C.F.R. § 272.4 (b)(6);
13 2) translate all Food Stamp program materials into all languages spoken by at least 100 single-
14 language minority low-income households served by the same certification office, as required by
15 federal Food Stamp law and implementing regulations, 7 U.S.C. § 2020 (c), (e)(1), (e)(2)(A);
16 7 C.F.R. §§ 272.4 (b)(2)(iii), (b)(3)(i); 272.5 (b)(4); and 3) cease implementation of MPP
17 § 63-202.2 and to promulgate a new regulation that comports with federal Food Stamp bilingual
18 requirements;

19 WHEREAS, PETITIONERS and RESPONDENTS desire to resolve their dispute according
20 to the terms set forth in this Agreement;

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1 Stamp forms or materials listed on Attachment A that are developed after June 30, 2006.

2 11. "Notice of Approval of this Agreement by the Court" means five (5) business days after
3 the date on which Petitioners send Respondents' counsel the Notice of Entry of Judgment.

4 12. "State Fair Hearing Issue Codes" means the numeric codes assigned by the California
5 Department of Social Services (CDSS) Fair Hearing Division to specific substantive or
6 procedural issues involved in the state fair hearings and used for purposes of tracking and filing
7 decisions by issue.

8 13. "Survey of Operations and Access" means the Annual County Food Stamp Program
9 Survey of Operations and Access that the Respondents transmit to the counties for completion
10 each year.

11 ~~14. "Twelve-(12) languages" means the "Four-(4) existing languages" and the "Eight-(8)~~
12 ~~additional languages."~~

13 **Translation of Food Stamp forms and materials**

14 15. After the Notice of Approval of this Agreement by the Court, RESPONDENTS will
15 translate the Food Stamp program forms and materials identified in Attachment A into the eight
16 (8) additional languages. RESPONDENTS will complete the translations in the following
17 manner:

18 a. Forms designated in Attachment A as "High Priority" will be translated into the 8
19 additional languages within six (6) months from the Notice of Approval of this Agreement by the
20 Court.

21 b. Forms designated in Attachment A as "Moderate Priority" or "Lowest Priority" will be
22 translated into the 8 additional languages within twelve (12) months from the Notice of Approval
23 of this Agreement by the Court.

24 16. RESPONDENTS' current policy is to translate Food Stamp forms into the four (4)
25 existing languages. After Notice of Approval of this Agreement by the Court, RESPONDENTS

1 will translate into any or all of the four (4) existing languages, Food Stamp forms listed on
2 Attachment A that have not yet been translated into each of the four (4) existing languages.

3 These forms include:

4
5 DPA 353 - Notice to Aid to Families with Dependent Children and/or Food Stamp
6 Administrative Disqualification Hearing

7
8 DFA 435 - County allegation of intentional program violation/statement of position

9
10 DPA 478 - Disqualification consent agreement food stamp program

11
12 FS 13 - Notice to all food stamp members who must pay child support

13
14 NA 1215 - Food stamp notice of change (termination)

15
16 RESPONDENTS will translate these forms within the following time frames according to their
17 designated priority status on Attachment A. High Priority forms will be translated within six (6)
18 months from the Notice of Approval of this Agreement by the Court. "Moderate" or "Lowest
19 Priority" forms will be translated within twelve (12) months from Notice of Approval of this
20 Agreement by the Court.

21 17. RESPONDENTS shall ensure that new and revised Food Stamp forms and materials
22 developed during the term of this Agreement shall be translated into the twelve (12) languages as
23 follows:

24 a. RESPONDENTS will designate each new or revised form and materials as "High
25 Priority," "Moderate Priority," or "Lowest Priority," and add each new item to the next Reporting

1 Matrix list described in ¶22, with identification of the effective date of each document.

2 b. RESPONDENTS will complete translation of new or revised forms and materials within
3 the following time frames for each priority group: "High Priority" forms will be completed
4 within six months of the Notice of Approval of this Agreement by the Court or three months
5 after the effective date of the new or revised form, whichever is later. "Moderate Priority" and
6 "Lowest Priority" forms will be translated within twelve (12) months of the Notice of Approval
7 of this Agreement by the Court or three months after the effective date of the new or revised
8 form, whichever is later.

9 18. If any estimate prepared during the term of this Agreement pursuant to ¶ 30 indicates that
10 Food Stamp forms must be translated into any language(s) other than the twelve (12) languages,
11 ~~as required by 7 U.S.C. § 2020 (c), (e)(1), (e)(2)(A), and 7 C.F.R. §§ 272.4 (b)(2)(iii), (b)(3)(i);~~
12 272.5 (b)(4), RESPONDENTS shall translate all Food Stamp forms and materials into that
13 language(s) as follows:

14 a. During the term of this Agreement, the RESPONDENTS shall translate into the new
15 language(s) the Food Stamp forms and materials identified on the most recently issued Reporting
16 Matrix (Attachment B). Forms designated on the Reporting Matrix as "High Priority" will be
17 translated into the new language(s) within six (6) months from the issuance of the estimate.
18 Forms designated on the Reporting Matrix as "Moderate Priority" or "Lowest Priority" will be
19 translated into the new language(s) within twelve (12) months from issuance of the estimate.

20 19. RESPONDENTS will translate Food Stamp forms within the time frames provided in
21 ¶¶ 15(a),(b); 16; 17(b); 18(a). In any instance in which RESPONDENTS claim that they are
22 unable to meet the time frames for completing translations because of circumstances beyond the
23 agency's control, RESPONDENTS will take the following steps:

24 a. As soon as RESPONDENTS have reason to believe they are unable to meet the time
25 frames for completing translation, but no later than the expiration of the particular time frame for

1 translation of the forms, RESPONDENTS will send a report to PETITIONERS' counsel that
2 identifies: 1) each Food Stamp form that will not be translated into a specific language within
3 the required time frame; 2) the reason for the RESPONDENTS' inability to meet the deadline for
4 translation; 3) an explanation of how this constitutes "circumstances beyond the agency's
5 control;" 4) when they learned of the problem; and 5) the steps they are taking or will take to
6 complete the translation(s).

7 b. Upon submitting the report in ¶19a, RESPONDENTS shall have an additional 90 days
8 from the expiration of the original time frame in which to complete the required translation(s)
9 unless PETITIONERS dispute RESPONDENTS' assertion of good cause. If PETITIONERS
10 dispute RESPONDENTS' assertion of good cause, they shall notify RESPONDENTS within
11 ~~fourteen (14) days of receiving RESPONDENTS' report and the parties shall meet promptly to~~
12 attempt to reconcile their differences. If the parties are not able to reconcile their differences,
13 PETITIONERS may seek relief from the court.

14 20. If, based on a current language estimate conducted pursuant to ¶ 30, RESPONDENTS
15 conclude that they are no longer required by federal Food Stamp law and regulation to translate
16 Food Stamp forms and materials into specific language(s), they shall notify PETITIONERS'
17 counsel of that conclusion, the basis for the conclusion, and the date on which they will no longer
18 translate Food Stamp forms into the specific language(s). RESPONDENTS will continue to
19 make available to and require counties to use forms already translated, as long as those forms
20 remain in effect and unrevised.

21 21. On a monthly basis, the Respondents shall notify the counties electronically and, if they
22 choose, via mail of the form(s) translated during the month. The notice to counties shall identify
23 the form(s) and language(s) into which the form(s) have been translated. The notice shall include
24 a statement instructing the counties to use the translated form(s) immediately upon receipt of the
25 notice of translation and shall include the CDSS website address where the translated forms may

1 be obtained. Respondents shall provide the PETITIONERS' counsel with a copy of this notice
2 each month at the time they provide the monthly Reporting Matrix described in ¶ 22.

3 **Reporting on Translation Progress**

4 22. Within ten (10) business days of the Notice of Approval of this Agreement by the Court,
5 RESPONDENTS shall prepare and submit to PETITIONERS the Reporting Matrix list
6 (Attachment B) that they will use to monitor and report on the translation progress of the
7 materials listed in Attachment A and any new forms and materials described in ¶ 17. This
8 Reporting Matrix shall also be used to report the translation progress for forms and materials if
9 RESPONDENTS' estimate pursuant to ¶ 30 requires that forms be translated into languages
10 other than the twelve (12) language(s). The Reporting Matrix shall be similar in content and
11 ~~form to Attachment B and shall include the following information:~~

12 a. A listing of each Food Stamp form identified in Attachment A by form number and title
13 and any new or revised forms developed pursuant to ¶ 17 by form number and title;

14 b. A designation with respect to each form of whether it is "High Priority," "Medium
15 Priority," or "Lowest Priority";

16 c. For new or revised forms, an indication that it is a new or revised form, its effective date
17 and a High, Medium, or Lowest Priority designation. RESPONDENTS will determine priority
18 designation based on frequency of usage with respect to revised forms. With respect to new
19 forms, RESPONDENTS will determine the priority designation based on the importance of the
20 form to the household's receipt or retention of benefits;

21 d. For each form that is deactivated or no longer in use, an indication to this effect and the
22 date of the deactivation;

23 e. An indication of the date on which RESPONDENTS will cease translating forms into a
24 specific language, if, based on a current language estimate conducted pursuant to ¶ 30,
25 RESPONDENTS decide not to do further translations because they are no longer required by

1 Food Stamp law and regulations.

2 f. For each form the due date for translation into each language pursuant to ¶¶ 15(a),(b); 16;
3 17(b); 18(a);

4 g. For each form which RESPONDENTS must translate pursuant to ¶¶ 15-18, the following
5 information will be provided in each monthly report:

6 i. Whether the form is available for ongoing use in each language;

7 ii. For forms that have been sent for translation, the date the form was sent for translation;

8 and

9 iii. For forms translated after Notice of Approval of this Agreement by the Court, an
10 indication that the form has been translated into a particular language and the date by which
11 ~~counties must use the translated form.~~

12 23. Commencing on the fifteenth of the second month following the month of Notice of
13 Approval of this Agreement by the Court and thereafter on the fifteenth of each month,
14 RESPONDENTS shall provide PETITIONERS' counsel with the Reporting Matrix referred to in
15 ¶ 22 that contains the information described in ¶ 22 with respect to the preceding month.

16 **Instructions to County Departments of Social Services**

17 24. Within 60 days after the Notice of Approval of this Agreement by the Court,
18 RESPONDENTS shall issue an All County Letter (ACL) or All County Information Notice
19 (ACIN) that includes the following:

20 a. An explanation of the RESPONDENTS' plans to translate Food Stamp forms and
21 materials into the 8 additional languages;

22 b. The Food Stamp translation obligations;

23 c. An attached copy of this Agreement signed by the Court;

24 d. A copy of the Report Matrix referred to in ¶ 22;

25 e. That counties shall immediately use a translated form once RESPONDENTS have

1 provided the translated form to the counties;

2 f. Specify RESPONDENTS' procedure for making newly translated forms available to the
3 counties;

4 g. An explanation of the procedures governing the approval and use of substituted forms
5 when CDSS has translated the form;

6 h. That translated forms shall be used despite any limitations that automated systems may
7 impose on the use of translated forms; and

8 i. That RESPONDENTS will monitor counties' use of translated forms through the Civil
9 Rights compliance review process, Annual Food Stamp Program Survey, and state fair hearing
10 codes, as described below, and any other additional means they choose.

11 ~~25. Within 30 days after the Notice of Approval of this Agreement by the Court, but no later~~
12 than the date on which the draft ACL or ACIN is distributed to the counties for review or
13 comment, RESPONDENTS shall provide a draft of the ACL or ACIN referred to in ¶ 24 to
14 PETITIONERS' counsel for comment. PETITIONERS' counsel shall forward any written
15 comments regarding the draft instructions to RESPONDENTS' attorney within 15 days of their
16 receipt of the draft instructions.

17 **Monitoring County Departments of Social Services' Use of Translated Forms**

18 26. During the term of this Agreement, RESPONDENTS will use the Civil Rights
19 Compliance Review process to monitor the counties' use of translated forms as follows:

20 RESPONDENTS' civil rights compliance review process will include a determination,
21 utilizing the most current version of the Reporting Matrix, whether county departments of social
22 services are using the appropriate translated forms.

23 27. During the term of this Agreement, RESPONDENTS will use the annual County Food
24 Stamp Program Survey of Operations and Access to monitor counties' use of translated forms:

25 For the Survey of Operations and Access for the Fiscal Year July 1, 2005 - June 30, 2006,

1 and subsequent surveys conducted during the term of this Agreement, RESPONDENTS will
2 include question 2 of the survey form transmitted by All County Information Notice No. I-30-05
3 (July 6, 2005) (Attachment C), modified to include Spanish in the list of languages.

4 28. During the term of this Agreement, RESPONDENTS will monitor counties' use of
5 translated forms through the state fair hearing process as follows:

6 a. Within 30 days of the Notice of Approval of this Agreement by the Court,
7 RESPONDENTS will amend the state fair hearing issue codes to identify issues related to
8 translation of forms. RESPONDENTS will issue instructions to the Administrative Law Judges
9 regarding the use of these codes. The instructions shall provide that the case shall be coded as
10 having a "translation of forms" issue code whenever the claimant or the Administrative Law
11 ~~Judge identifies the issue of forms or materials being provided in a language other than the~~
12 claimant's primary language. These instructions shall be effective upon issuance.

13 RESPONDENTS shall provide PETITIONERS' counsel a copy of these instructions upon their
14 issuance.

15 29. During the term of this Agreement, RESPONDENTS shall provide PETITIONERS'
16 counsel with a copy of the results of the above monitoring processes as follows:

17 a. RESPONDENTS will provide PETITIONERS' counsel with the tabulation and analysis of
18 the survey results from the County Food Stamp Program Survey of Operations and Access at the
19 same time as the results are transmitted to the counties.

20 b. RESPONDENTS will provide PETITIONERS' counsel with the original civil rights
21 compliance review reports within 30 days of their completion.

22 c. RESPONDENTS will provide PETITIONERS' counsel data indicating the total number
23 of state Food Stamp fair hearings and the number of state Food Stamp fair hearings assigned the
24 code(s) indicating a translation issue. RESPONDENTS will provide the data to PETITIONERS'
25 counsel twice a year for the periods January through June and July through December within 30

1 days after the end of each period.

2 **Estimating the number of low-income single-language minority households**

3 30. RESPONDENTS shall develop an estimate of the number of low-income single-
4 language minority households, pursuant to 7 C.F.R. § 272.4 (b)(6) as follows:

5 a. Within 60 days of the Notice of Approval of this Agreement by the Court,
6 RESPONDENTS shall provide PETITIONERS' counsel with their initial estimate methodology
7 and allow PETITIONERS ten (10) business days to comment. RESPONDENTS shall finalize
8 their initial estimate methodology within 60 days of receiving PETITIONERS' comments.

9 b. Within 90 days after finalizing the initial year's methodology, RESPONDENTS shall
10 complete their estimate of the number of low-income single-language minority households.

11 ~~Upon its completion, RESPONDENTS' shall provide PETITIONERS' counsel with the estimate.~~

12 c. RESPONDENTS shall update the estimate annually from the date of the initial estimate.
13 RESPONDENTS may change the methodology used, but shall notify PETITIONERS' counsel
14 during the term of this Agreement of any changes in the method CDSS intends to use in making
15 the estimate and allow PETITIONERS' counsel ten (10) business days to comment before any
16 changes to the methodology are finalized. Upon completion of the annual estimate,
17 RESPONDENTS shall provide PETITIONERS' counsel with the estimate.

18 **General Provisions**

19 31. The parties agree that this Petition shall be dismissed with prejudice, except that
20 PETITIONERS' claims with respect to their Second Cause of Action regarding the
21 RESPONDENTS' obligations under federal Food Stamp law to translate forms and materials for
22 the work component of the CalWORKs and General Assistance programs in which Food Stamp
23 recipients must participate are dismissed without prejudice.

24 32. RESPONDENTS agree that PETITIONERS are entitled to attorneys' fees and costs
25 pursuant to California Code of Civil Procedure sections 1095 and 1021.5.

1 33. Within 45 days after the Notice of Approval of this Agreement by the Court, National
2 Center for Law and Economic Justice (formerly Welfare Law Center) and Coalition of California
3 Welfare Rights Organizations shall submit their request for attorneys' fees to RESPONDENTS.
4 If, within 120 days of Notice of Entry of Judgment, the parties cannot agree on attorneys' fees,
5 the matter shall be submitted to the Court for determination, unless the Court extends the time
6 for the parties to resolve the fees issue. If PETITIONERS submit their request for attorneys' fees
7 to the Court, RESPONDENTS shall not challenge PETITIONERS' entitlement to attorneys'
8 fees, but only the amount of the request.

9 34. If PETITIONERS seek reimbursement for costs, they shall file a memorandum of costs
10 pursuant to California Rules of Court section 870.

11 ~~35. This Settlement Agreement shall be governed by the laws of the State of California and~~
12 Federal Food Stamp laws and regulations. Any proceeding regarding enforcement of this
13 Settlement Agreement shall be brought in the County of San Francisco.

14 36. The persons signing this Agreement represent that they have the authority to enter into
15 this Agreement on behalf of the respective parties that they represent and that this Agreement
16 shall be binding upon, and inure to the benefit of the Parties, their successors, and assigns.

17 37. This Agreement has been drafted by all parties. In the event a court is required to
18 interpret this Agreement, no party shall have the right to argue that the other is responsible for
19 any ambiguity in the language of the Agreement, and any uncertainty or ambiguity shall not be
20 interpreted against any one party.

21 38. Notwithstanding the provisions of this Settlement Agreement, RESPONDENTS reserve
22 the right to implement, change, or otherwise alter or amend the procedures and requirements of
23 this Settlement Agreement if required by intervening changes in federal statute, regulation, or
24 written federal instruction inconsistent with this Settlement Agreement. RESPONDENTS shall
25 provide counsel for PETITIONERS with written notification, by certified mail or by hand

1 delivery with written acknowledgment of receipt, of a required change at least thirty (30) days
2 prior to the commencement of implementation, unless RESPONDENTS are required to
3 implement such a required change in less than thirty (30) days. If RESPONDENTS are required
4 to implement a required change in less than thirty (30) days, RESPONDENTS shall provide
5 notice to PETITIONERS' counsel no later than seven (7) working days after learning of a
6 required change. PETITIONERS shall have the right to challenge whether the change is required
7 by federal statute, regulations, or written instructions.

8 39. The Court shall retain jurisdiction to enforce the provisions of this Settlement Agreement
9 for a period of 30 months from the date of the court's approval of this Agreement, except as
10 follows:

11 ~~a. If an estimate conducted during the 30-month term of this Agreement requires that Food~~
12 Stamp forms be translated into additional language(s), the Court shall retain jurisdiction until the
13 RESPONDENTS complete the translation of Food Stamp forms in effect on the date the estimate
14 was finalized. The Court shall retain jurisdiction only to enforce the Respondent's translation
15 obligation under ¶ 18 with respect to the additional language(s) and the RESPONDENTS'
16 obligation to report monthly to PETITIONERS on translation progress with respect to the
17 additional language(s) pursuant to ¶¶ 22 and 23.

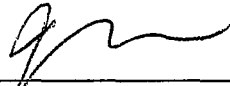
18 b. If the RESPONDENTS obtain an extension of the time frame for completing the required
19 translations, pursuant to ¶ 19, the term of this Agreement shall be extended for a period of time
20 equal to any extension(s) of the deadline for completing translations.

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1 IN WITNESS WHEREOF, the Parties have executed this SETTLEMENT AGREEMENT as of
2 the date set forth adjacent to each of their respective signatures.

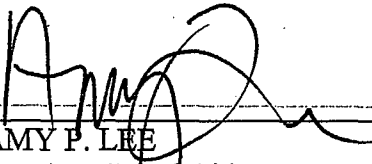
3
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5 ATTORNEYS FOR PETITIONERS

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8 DATED: 11/14/06



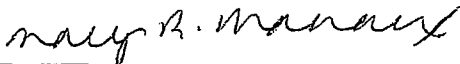
JODIE BERGER
Legal Services of Northern California

9
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11 DATED: 11/16/06




AMY P. LEE
Bay Area Legal Aid

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14 DATED: 10/31/06



MARY R. MANNIX
National Center for Law and Economic Justice

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17 DATED: 11/9/06




GRACE GALLIGHER
Coalition of California Welfare Rights Organizations

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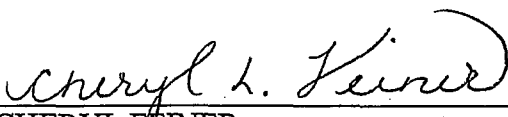
ATTORNEYS FOR RESPONDENTS

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DATED: 11/7/06


LAWRENCE B. BOLTON
Deputy Director, Legal Division
California Department of Social Services

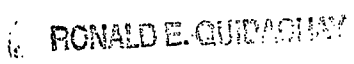
DATED: 11/1/06


CHERYL FEINER
Deputy Attorney General
for BILL LOCKYER
Attorney General of the State of California

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~~PROPOSED~~ ORDER

Having read the Settlement Agreement, it is so ordered.

DATED: DEC U 4 2006


RONALD E. QUIDAGINY
Judge of the Superior Court

Food Stamp Forms Priority List

Highest Priority		Moderate Priority		Lowest Priority	
Form #	Form Title				
DFA 285-A1 Req	Application for Food Stamp Benefits	DFA 377.7B Req	Food Stamp Repayment Notice for Inadvertent Household Errors Only	DFA 285C Req	Food Stamp Supplemental Application for Special Medical Deductions
DFA 285-A2 Req	Statement of Facts	DFA 377.7B1 Req	Food Stamp Repayment Notice for Inadvertent Household Errors Only Final Notice	DFA 377.7A Req	Notice of Administrative Disqualification
DFA 285-A3 QR Req	Food Stamp Rights and Responsibilities	DFA 377.7C Req	Food Stamp Repayment Agreement for Inadvertent Household Errors Only	DFA 377.9 Rsp	Notice of Back Food Stamp Benefits
DFA 377.1 Req	Notice of Approval	DFA 377.7D Req	Food Stamp Repayment Notice for Administrative Errors Only (Use for AE overissuance occurred prior to 10/1/96)	DFA 385 Req	Application for Emergency Food Stamp Assistance
DFA 377.1A Rsp	Notice of Denial/Pending	DFA 377.7D1 Rec	Food Stamp Repayment Notice for Administrative Errors Only Final Notice (Use for AE overissuance occurred prior to 10/1/96 and prior to 3/1/00)	TEMP 2203 Rsp	Request for Cash Aid/Food Stamp Electronic Benefit Transfer-EBT Exemption
DFA 377.4A Req	Food Stamp Notice of Change	DFA 377.7D2 Rec	Food Stamp Repayment Notice for Administrative Errors Only Final Notice		
DFA 377.4 QR Req	Food Stamp Notice of Change for Change Reporting Household	DFA 377.7D3 Rec	Food Stamp Repayment Notice for Administrative Errors Only Final Notice	QR 2 Rec	Reporting Changes for your Cash Aid Assistance Unit and Food Stamp Household
DFA 377.5 Req	Food Stamp Household Change Report	DFA 377.7E Req	Food Stamp Repayment Agreement for Administrative Errors Only	QR 3 Rec	Mid-Quarter Status Report for Cash Aid and Food Stamps
DFA 377.7F Req	Food Stamp Repayment Notice of an Intentional Program Violation (IPV) or Status Change from Inadvertent Household Error (IHE) to an IPV	DFA 377.7E1 Rec	Food Stamp Repayment Agreement for Administrative Errors Only	FS 13 Rec	Notice to All Food Stamp Members who must pay Child Support
Highest Priority		Moderate Priority		Lowest Priority	

DFA 377.7F1 Req	Food Stamp Repayment Notice of an Intentional Program Violation (IPV) only Final Notice	DFA 377.7G Req	Food Stamp Repayment Agreement for an Intentional Program Violation (IPV) Only	PUB 13 Req	Your Rights Pamphlet
DFA 377.10 Req	Food Stamp Notice of Denial/Disqualification	DPA 353 Req	Notice to Aid to Families with Dependent Children (AFDC) and/or Food Stamp Administrative Disqualification Hearing		
DFA 377.11 Req	Food Stamp Notice of Discontinuance Failure to Meet ABAWD Work Rule	DPA 435 Rec	County Allegation of Intentional Program Violation/Statement of Position		
DFA 377.11A Req	Food Stamp Notice of Discontinuance Three Consecutive Months for ABAWD/Non-Assistance CFAP Recipients	DFA 478 Rec	Disqualification Consent Agreement Food Stamp Program		
DFA 386 Req	Notice of Missed Interview				
DFA 387 Rsp	Request for Information				
CW 8 Rec	Statement of Facts for an Additional Person				
		Moderate Priority		Lowest Priority	
CW 8A Rec	Statement of Facts to add a Child under 18				
SAWS 1 Req	Application for Cash Aid, Food Stamps and/or Medi-Cal/State CMSP				
SAWS 2 Rsp	Statement of Facts for Cash Aid, Food Stamps and/or Medi-Cal/State-Run County Medical Services Program (CMSP)				
SAWS 2AQR Req	Rights, Responsibilities, and Other Important Information for the Cash Aid and Food Stamp Programs, and/or Medi-Cal-Run County Medical Services Program (CMSP)				

TEMP 2201 Req	Cash Aid/Food Stamp Electronic Benefit Transfer -EBT Request for a Designated Alternate Card Holder/Authorized Representative			
TEMP 2202 Req	Cash Aid/Food Stamp Electronic Benefit Transfer -EBT Service Request			
TEMP 2214 Req	Additional Information about Electronic Benefit Transfer -EBT			
Highest Priority		Moderate Priority		Lowest Priority
TEMP 2215 Rsp	Electronic Benefit Transfer(EBT) Important Information			
TEMP NA 1232 Rsp	Food Stamp Notice - EBT Account			
TEMP NA 1238 Rsp	Food Stamp Notice - EBT Account Adjustment			
TEMP NA 1239 Rec	Food Stamp Notice of Approval/Termination Transitional Benefits			
TEMP QR1 Req	New Reporting Requirements for CalWORKs and Food Stamp Recipients			
QR 7 Rsp	Quarterly Eligibility/Status Report			
QR 7A Rsp	How to fill our your QR 7 Quarterly Reporting Eligibility/Status Report			
QR 7 Addendum Req	Instructions and Penalties Quarterly Eligibility/Status Report			
QR 22 Req	Sponsored Noncitizens Applying for or Receiving Cash Aid and/or Food Stamps			
Highest Priority		Moderate Priority		Lowest Priority
QR 72 Rsp	Sponsor's Quarterly Income and Resources Report			
QR 377.1 Req	Food Stamp Notice of Approval			

QR 377.2 Rec	Food Stamp Notice of Expiration of Certification				
QR 377.4 Req	Food Stamp Notice of Change for Quarterly Reporting Household				
QR 377.5 Rec	Food Stamp Mid-Quarter Status Report				
NA 960XQR Rsp	Notice of Action Stop Aid				
NA 960YQR Rsp	Notice of Action Stop- Aid Report Incomplete				
NA 9 Back Req	Your Hearing Rights				
NA 1215 Req	Food Stamp Notice of Change (Termination)				
NA 1216 Req	Food Stamp Notice of Change (Denial)				
FS 11 Rec	Notice to All Food Stamp Recipients				
FS 17 Rec	Notice to All Food Stamp Recipients Important Information for Legal Immigrants				
FS 22 QR Req	Apply for Food Stamp Benefits				
FS 23 QR Req	Food Stamp Benefits How to Report Household Changes				
FS 26 Rec	Food Stamp Program Qualifying Drug Felon Addendum				
Highest Priority Total		48	Moderate Priority Total	12	Lowest Priority Total
					9
Total Forms		69			
Required No Substitute Permitted (Req)					
Required Substitute Permitted (Rsp)					
Recommended (Rec)					

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOOD STAMP BRANCH

FOOD STAMP PROGRAM (FSP) SURVEY OF OPERATIONS AND ACCESS STATE FISCAL YEAR (SFY) 2004/2005 (July 1, 2004 through June 30, 2005)

COUNTY	
COUNTY CODE	
DATE COMPLETED	

COUNTY CONTACT INFORMATION					
(Columns marked with an asterisk (*) are required to be completed)					
Name*	Title*	E-Mail*	Phone*	Ext	Fax
Person completing Survey					
FSP Coordinator (Primary FSP Contact Person)					
Outreach Contact Person					

2. Indicate the translated languages (other than English and Spanish) in which food stamp applications and Notices of Action (NOAs) were UTILIZED in your county.

Non-English/Non-Spanish Languages			
	Check All That Apply		Check All That Apply
Arabic	<input type="checkbox"/>	Mandarin/Chinese	<input type="checkbox"/>
Armenian	<input type="checkbox"/>	Tagalog	<input type="checkbox"/>
Cambodian	<input type="checkbox"/>	Vietnamese	<input type="checkbox"/>
Farsi	<input type="checkbox"/>	Other (Specify)	<input type="checkbox"/>
Hmong	<input type="checkbox"/>		<input type="checkbox"/>
Korean	<input type="checkbox"/>		<input type="checkbox"/>
Laotian	<input type="checkbox"/>		<input type="checkbox"/>
Russian	<input type="checkbox"/>		<input type="checkbox"/>

3. Indicate how your county utilized staff to assist clients in completing food stamp application forms and answering questions.

Application Assistance Process	Check All That Apply
Provide Hospital Visits	<input type="checkbox"/>
Conduct In-Home Visits	<input type="checkbox"/>
Provide Full-time Assistance	<input type="checkbox"/>
Provide Eligibility Screening, Intake, and Initial Application Process	<input type="checkbox"/>
Provide Eligibility Workers/Support Staff Assist Clients with Filling out Applications and Answering Questions	<input type="checkbox"/>
Provide Eligibility Workers that Complete Applications Individually	<input type="checkbox"/>
Interactive Interviews with Clients	<input type="checkbox"/>
Provide Outreach Staff	<input type="checkbox"/>
Use Community-Based Organizations to Provide Assistance	<input type="checkbox"/>
Other Application Assistance (Specify)	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>