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

April 4, 1990

ALL COUNTY LETTER NO. 90-31

TO: ALL COUNTY WELFARE DIRECTORS

SUBJECT: FOOD STAMP REPAYMENT AGREEMENT (DFA 377.7C) (3/90)

REFERENCE: ALL COUNTY LETTER NO. 88-123, DATED 9/19/88
ALL COUNTY LETTER NO. 90-03, DATED 1/11/90

All County Letter No. 90-03 dated January 11, 1990 released the 12/89 version of the Food Stamp Repayment Agreement (DFA 377.7C). The form included language to inform clients of the consequences they face if they do not pay in accordance with their signed agreement. Since then several Counties have expressed concern that the wording in the **Agreement section under article number four (4)** could be interpreted to forbid the County from taking court action against the client for fraud.

Since the Counties have expressed a need to revise this statement, **the stipulation in article number four (4) has been amended** to include language that will not preclude Counties from court action. In article number five (5) we have deleted the word "Interest", pending further discussion with Food and Nutrition Service (FNS). This is a result of an FNS directive that precludes charging interest on federal monies. These are the only changes to the form.

Please replace the 12/89 version of the DFA 377.7C with the camera ready, reproducible copy of the revised repayment agreement provided with this ACL. The reproducible copy is provided for local reproduction because stock will not be available in the State Department of Social Services (SDSS) warehouse until May 1, 1990. Orders for the DFA 377.7C (3/90) should be submitted to the SDSS warehouse through the normal form ordering process.

The DFA 377.7C (3/90) will be translated into five standard languages. They will be provided as reproducible copies and will not be stocked in the SDSS warehouse. The translations will be available in approximately two to four months and will be sent to you when available.

If you have any questions please contact the Overpayment Recovery Bureau at (916) 322-5387 or ATSS 492-5387.

ROBERT A. HOREL
Deputy Director

Attachment

cc: CWDA

STATE OF CALIFORNIA - HEALTH AND WELFARE AGENCY

DEPARTMENT OF SOCIAL SERVICES

FOOD STAMP REPAYMENT AGREEMENT

L NUMBER

WORKER

NAME

CASE NAME

ADDRESS

TERMS AND CONDITIONS

You must repay extra food stamp benefits by using one or more methods listed here:

1. Lump Sum Payment - You may repay all or part of the amount owed at one time with cash and/or coupons.

2. Benefit Reduction - If you are getting food stamps now, you may repay by having your household's benefits reduced for all or part of the amount owed. Repayment by this method will be based on the terms checked here:
   - ☐ 10% of your monthly benefit or $10 each month, whichever is more.
   - ☐ 20% of your monthly benefit or $10 each month, whichever is more; or
   - ☐ Talk to us about the amount to be reduced.

3. Installments - You may repay all or part of the amount owed in monthly payments with cash and/or coupons.

4. Court Ordered Repayment
   - ☐ The court ordered that you repay as indicated below. These repayment terms cannot be changed by you or by the County.

If we have not already talked to you about the terms of this Agreement, or if you have any questions, call the welfare collector at _____.

After you complete and sign this Agreement, return all copies to the county in the envelope provided. Do not send cash or coupons through the mail with this Agreement. When approved by the County, a signed copy of this Agreement will be sent to you.

AGREEMENT

I, _____, understand this Agreement is between me and _____ County because extra food stamps in the amount of $ _____ were issued. I agree to repay this amount by the method(s) checked below:

☐ Lump Sum Payment
- ☐ I will repay by a lump sum cash payment of $_____ due on _____.
- ☐ I will repay by a lump sum coupon payment of $_____ due on _____.

☐ Monthly Benefit Reduction
- ☐ I will repay by having my household's benefits reduced by $_____ each month, beginning _____.

☐ Monthly Cash or Coupon Payments
- ☐ I will repay by monthly cash payments of $_____ due on the_____ day of each month beginning _____.
- ☐ I will repay by monthly coupon payments of $_____ due on the_____ day of each month beginning _____.

I also understand and agree that:

1. My repayment schedule is based on my current ability to pay as figured by the county. Any changes in my ability to pay may change my monthly payments. _____ INITIALS
2. If anything changes I may ask the county to refigure the terms checked above. _____ INITIALS
3. If I do not pay as agreed and I do not get a new payment schedule, the county may ask that the total amount owed be paid now._____ INITIALS
4. I understand that if I do not pay back the County as I have agreed to, they can sue me to recover the amount owed, even if it is beyond the three-year time limit in the law. _____ INITIALS
5. If I do not pay as agreed and the county sues me to collect the amount owed, I may also be required to pay collection costs, attorney fees, and court costs._____ INITIALS
6. If I do not pay, the county may take my state income tax refund and/or ask the court to attach my wages or any property I own. _____ INITIALS

Signature | Date | County

To be completed by the County:

The above signed Agreement has been accepted by_____ on _____ Date

for _____ County. Payments should be made at:

_____
(Signature of Authorized County Official)

YOUR HEARING RIGHTS

To Ask For a State Hearing

The right side of this sheet tells how.

- You only have 90 days to ask for a hearing.
- The 90 days started the day after we mailed this notice.
- You have a much shorter time to ask for a hearing if you want to keep your same benefits.

To Keep Your Same Benefits While You Wait For a Hearing

You must ask for a hearing before the action takes place.

- Your Cash Aid will stay the same until your hearing.
- Your Medi-Cal will stay the same until your hearing.
- Your Food Stamps will stay the same until the hearing or the end of your certification period, whichever is earlier.
- If the hearing decision says we are right, you will owe us for any extra cash aid or food stamps you got.

To Have Your Benefits Cut Now

If you want your Cash Aid or Food Stamps cut while you wait for a hearing, check one or both boxes.

☐ Cash Aid ☐ Food Stamps

To Get Help

You can ask about your hearing rights or free legal aid at the state information number.

Call toll free:	1-800-952-5253
If you are deaf and use TDD call:	1-800-952-8349

If you don't want to come to the hearing alone, you can bring a friend, an attorney or anyone else. You must get the other person yourself.

You may get free legal help at your local legal aid office or welfare rights group.

Other Information

Child Support: The District Attorney's office will help you collect child support even if you are not on cash aid. There is no cost for this help. If they now collect child support for you, they will keep doing so unless you tell them in writing to stop. They will send you any current support money collected. They will keep past due money collected that is owed to the county.

Family Planning: Your welfare office will give you information when you ask.

Hearing File: If you ask for a hearing, the State Hearing Office will set up a file. You have the right to see this file. The State may give your file to the Welfare Department, the U.S. Department of Health and Human Services and the U.S. Department of Agriculture. (W. & I. Code Section 10950)

NA BACK 6

HOW TO ASK FOR A STATE HEARING

The best way to ask for a hearing is to fill out this page and send or take it to:

You may also call 1-800-952-5253.

HEARING REQUEST

I want a hearing because of an action by the Welfare Department of _____ County about my:

☐ Cash Aid ☐ Food Stamps ☐ Medi-Cal

☐ Other (list) _____

Here's why: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

I will bring this person to the hearing to help me (name and address, if known):

_____

_____

_____

I need an interpreter at no cost to me. My language or dialect is: _____

My name: _____

Address: _____

_____

Phone: _____

My signature _____

Date: _____