

## **SETTLEMENT AGREEMENT**

**BETWEEN**

**THE METROPOLITAN TULSA URBAN LEAGUE, THE LEAGUE OF WOMEN  
VOTERS OF OKLAHOMA AND METROPOLITAN TULSA, AND YWCA TULSA**

**AND**

**THE OKLAHOMA STATE ELECTION BOARD, THE OKLAHOMA DEPARTMENT  
OF HUMAN SERVICES, THE OKLAHOMA STATE DEPARTMENT OF HEALTH  
AND THE OKLAHOMA HEALTHCARE AUTHORITY**

### **I. INTRODUCTION**

- A. On August 12, 2014, the Metropolitan Tulsa Urban League ("MTUL"), the League of Women Voters of Oklahoma and Metropolitan Tulsa ("LWV"), and the YWCA Tulsa ("YWCA") sent a letter to Paul Ziriaux, Secretary of the Oklahoma State Election Board ("SEB") and Chief Election Officer for the state of Oklahoma, alleging violations of Section 7 of the National Voter Registration Act, ("NVRA"), 52 U.S.C. § 20506 (formerly 42 U.S.C. § 1973gg-5), that constituted a pre-litigation notice letter pursuant to 52 U.S.C. § 20510 (the "Notice Letter").
- B. The Notice Letter alleged that Oklahoma is engaging in continuous and ongoing violations of Section 7 of the NVRA. The Notice Letter detailed alleged violations pertaining specifically though not exclusively to the Oklahoma Department of Human Services ("DHS"), the Oklahoma State Department of Health ("Department of Health"), and the Oklahoma Healthcare Authority ("Healthcare Authority"). It advised Secretary Ziriaux that, as Oklahoma's chief election official, he was required to take action to ensure that these agencies perform their federally mandated responsibility to provide voter registration services. The Notice Letter is attached to this Agreement as Exhibit A.
- C. After being informed of the alleged violations of the NVRA, although disputing such allegations, SEB, DHS, Department of Health, and Healthcare Authority expressed their desire to ensure compliance with Section 7 of the NVRA and to work with Counsel for MTUL, LWV and YWCA toward that end.
- D. MTUL, LWV, YWCA, SEB, DHS, the Department of Health and the Healthcare Authority now desire to resolve this matter without the need to resort to litigation.
- E. As consideration for this Agreement, MTUL, LWV and YWCA agree, subject to section I.F below, not to pursue litigation and to waive any claim for attorneys' fees or costs incurred in connection with the negotiation, implementation and monitoring of this Agreement. In exchange SEB, DHS, the Department of Health, and the

Healthcare Authority agree to be bound by the terms of this Agreement and to implement its terms in good faith and in cooperation with Counsel for MTUL, LWV and YWCA.

- F. Nothing in this Agreement shall be construed to prevent MTUL, LWV and YWCA from bringing a lawsuit pursuant to 52 U.S.C. § 20506 or this Agreement, or to prevent them from pursuing attorneys' fees and costs as permitted by 52 U.S.C. § 20510, in the event that SEB, DHS, Department of Health or Healthcare Authority breach the terms of this Agreement. In the event of such litigation, however, MTUL, LWV and YWCA will not seek attorneys' fees and costs related to time spent negotiating, implementing or monitoring this Agreement.

## **II. DEFINITIONS**

- A. "Client" means any individual who is applying for Public Assistance Benefits, including those who apply as the authorized representative of another individual seeking such benefits, or any individual who is receiving Public Assistance Benefits through or from any DHS, Department of Health or Healthcare Authority office or website.
- B. "Covered Transaction" means each time a Client applies for Public Assistance Benefits, renews or recertifies his or her eligibility for Public Assistance Benefits, or reports a change of address or name, whether in person or via the telephone, mail or the internet.
- C. "Department of Health" means the Oklahoma State Department of Health.
- D. "Department of Health Local Office" in singular or plural means the Department of Health office in each county in Oklahoma through which a Client may apply for Public Assistance Benefits, renew or recertify eligibility for Public Assistance Benefits, or report a change of name or address for Public Assistance Benefits
- E. "Department of Health Employee" means an employee, agent or third party contractor of Department of Health who has responsibilities regarding Section 7 of the National Voter Registration Act, 52 U.S.C. § 20506, and/or state implementing statutes and regulations including, without limitation, those who are responsible for interacting with individuals regarding the provision of Public Assistance Benefits, supervisors of such employees, the Department of Health NVRA Coordinator, and the Department of Health Local Coordinators.
- F. "DHS" means the Oklahoma Department of Human Services.
- G. "DHS Local Office" in singular or plural means the DHS office in each county in Oklahoma through which a Client may apply for Public Assistance Benefits, renew or

recertify eligibility for Public Assistance Benefits, or report a change of name or address for Public Assistance Benefits, including without limitation call centers.

- H. "DHS Employee" means an employee, agent or third party contractor of DHS who has responsibilities regarding Section 7 of the National Voter Registration Act, 52 U.S.C. § 20506, and/or state implementing statutes and regulations including, without limitation, those who are responsible for interacting with individuals regarding the provision of Public Assistance Benefits, supervisors of such employees, the DHS NVRA Coordinator, and the DHS Local Coordinator.
- I. "Healthcare Authority" means the Oklahoma Healthcare Authority.
- J. "Healthcare Authority Employee" means an employee, agent or third party contractor of Healthcare Authority who has responsibilities regarding Section 7 of the National Voter Registration Act, 52 U.S.C. § 20506, and/or state implementing statutes and regulations including, without limitation, those who are responsible for interacting with individuals regarding the provision of Public Assistance Benefits, supervisors of such employees, and the Healthcare Authority NVRA Coordinator.
- K. "New Registration" means a voter registration application submitted by someone who, as of the date the application is processed, is not a registered voter in the Oklahoma county to which the application is submitted; that is a new voter registration in the new county. *See* 26 Okl. St. Ann. §§ 4-118, 4-120, 4-120.6.
- L. "NVRA Counsel" means Demos, Project Vote, Lawyers Committee for Civil Rights Under Law, and the ACLU of Oklahoma representing and acting on behalf of MTUL, LWV and YWCA.
- M. "Public Assistance Agency" in singular or plural means DHS, Department of Health and Healthcare Authority and any contractors providing Public Assistance Benefits for DHS, Department of Health, or Healthcare Authority.
- N. "Public Assistance Agency Local Office" in singular or plural means any DHS Local Office or Department of Health Local Office or an office of the Healthcare Authority at which Clients apply for Public Assistance Benefits.
- O. "Public Assistance Benefits" means those benefits available under the programs administered by DHS, Department of Health, and Healthcare Authority, including without limitation the Supplemental Nutritional Assistance Program ("SNAP"), Medicaid, the Special Supplemental Food Program for Women, Infants, and Children ("WIC"), Temporary Assistance for Needy Families ("TANF"), and the State Children's Health Insurance Program ("SCHIP").
- P. "SEB" means the Oklahoma State Election Board.

- Q. "Transmittal Envelope" is defined as the envelope described in Okla. Admin. Code 230:15-5-131.
- R. "Updated Registration" means when a registered voter submits a new application to change residence address, mailing address, political affiliation, or name – or any combination of those changes – within the county of his/her residence. *See* 26 Okl. St. Ann. §§ 4-116, 4-117, 4-119.
- S. "Voter Registration Statement" means the form mandated by Section 7 of the NVRA, 52 U.S.C. § 20506(a)(6)(B), that includes the mandated question and disclaimers contained in that provision.
- T. "Voter Preference Question" means the following question mandated by Section 7 of the NVRA, 52 U.S.C. § 20506(a)(6)(B)(i): "If you are not registered to vote where you live now, would you like to apply to register to vote here today?"
- U. "Voter Registration Application" means the Oklahoma voter registration application form that includes the information described in and required by Section 9 of the NVRA, 52 U.S.C. § 20508(a)(2) and is pre-coded to reflect agency of origin.
- V. "Voter Registration Disclaimers" means the statements described in and required by Section 7 of the NVRA, 52 U.S.C. § 20506(a)(6)(B)(ii)-(v).

### III. STAFFING

- A. In General: As more specifically delineated below, SEB and each Public Assistance Agency shall designate a person on its staff to coordinate NVRA Section 7 implementation and compliance; and each Public Assistance Agency shall also designate a person at each Public Assistance Agency Local Office to coordinate NVRA Section 7 implementation and compliance. The NVRA coordinator need not be a person hired solely for that purpose, and the NVRA coordinator can be a staff member with responsibilities outside of NVRA Section 7 implementation and compliance.
- B. SEB Staffing: SEB shall designate a statewide NVRA Coordinator to ensure and coordinate implementation of, compliance with and training under Section 7 of the NVRA, to monitor compliance with Section 7 of the NVRA statewide, and to assist in identifying and solving NVRA compliance problems as they arise. The SEB Coordinator is responsible for undertaking the SEB responsibilities that are outlined in this Agreement. In the event the SEB NVRA Coordinator position becomes vacant, the Secretary of SEB shall appoint a person to fill the position as soon as practicable, and, if necessary, shall appoint an interim person to fill this position not later than fifteen (15) business days after the vacancy occurs and until such time as the vacancy is filled.

- i. The SEB NVRA Coordinator's responsibilities shall include:
  1. Providing support and guidance (including technical expertise) to DHS, Department of Health and Healthcare Authority on implementation and compliance with Section 7 of the NVRA, Oklahoma's implementing statutes and regulations, and the provisions of this agreement;
  2. Providing guidance to DHS, Department of Health and Healthcare Authority on NVRA training;
  3. Training SEB personnel as needed to ensure their compliance with Section 7 of the NVRA;
  4. Serving as a liaison between the Secretary of SEB, DHS, Department of Health and Healthcare Authority regarding NVRA compliance;
  5. Timely review of SEB, DHS, Department of Health and Healthcare Authority reports related to voter registration;
  6. Prompt reporting of suspected or known compliance problems to the Public Assistance Agency at which the problem occurred. For example, suspected or known compliance problems at DHS offices should be reported to DHS;
  7. Consulting as necessary with each Public Assistance Agency NVRA Coordinator regarding NVRA compliance and corrective action plans, including but not limited to as required under Section V(K);
  8. Conducting voter registration data analysis, and reporting such analysis, per Section VIII;
  9. Providing each Public Assistance Agency NVRA Coordinator with a complete list of known voter registration deadlines for federal elections at the beginning of each year; and
  10. Alerting each Public Assistance Agency NVRA Coordinator when a registration deadline is approaching and advising them that within five (5) days of such registration deadline Voter Registration Applications must be transmitted to election officials at the end of each day, rather than on a weekly basis.

C. DHS Staffing:

- i. DHS NVRA Coordinator: DHS shall designate a DHS-wide NVRA Coordinator to ensure implementation of Section 7 of the NVRA by DHS as a whole as well as by DHS Local Offices, to oversee and monitor compliance with Section 7 of the NVRA by DHS as a whole as well as by DHS Local Offices, and to identify and correct NVRA compliance problems within DHS—including but not limited to problems at DHS Local Offices—as they arise. In the event the DHS NVRA Coordinator position becomes vacant, the Director of DHS shall appoint a person to fill the position as soon as practicable, and shall appoint an interim person to fill this position not later than fifteen (15) business days after the vacancy occurs and until such time as the vacancy is filled. The DHS NVRA Coordinator's responsibilities shall include:
  1. Maintaining familiarity with all DHS voter registration documents, procedures and regulations sufficient to assist DHS personnel and offices with questions or challenges related to DHS's administration of NVRA compliant voter registration services;
  2. Maintaining up to date lists of DHS Local NVRA Coordinators and ensuring that directors of DHS Local Offices shall appoint an interim person to fill the DHS Local NVRA Coordinator position not later than fifteen (15) business days after the vacancy occurs and until such time as the vacancy is filled;;
  3. Coordinating, overseeing, and ensuring DHS implementation of and compliance with the requirements of Section 7 of the NVRA, Oklahoma's implementing statutes and regulations, and the provisions of this Agreement, including requirements related to supplies, computer processes, training, procedures, oversight and reporting;
  4. Communication, on a regular basis, with the director of DHS and DHS Local NVRA Coordinators as necessary to ensure compliance with the requirements of Section 7 of the NVRA, Oklahoma's implementing statutes and regulations, and the provisions of this Agreement;
  5. Distributing to each DHS Local Office, once per year or as needed, public signs advising of the right to register to vote at the DHS Local Office and ensuring that such signs are displayed; and
  6. Providing every DHS Local NVRA Coordinator with a complete list of voter registration deadlines for federal elections for the upcoming year and distributing promptly any supplemental lists of registration deadlines for federal elections received from the SEB NVRA Coordinator.

- ii. DHS Local NVRA Coordinators: DHS shall designate an NVRA Coordinator at each DHS Local Office to ensure implementation of Section 7 of the NVRA by that DHS Local Office, to oversee and monitor compliance with Section 7 of the NVRA by that DHS Local Office, to assist the DHS NVRA Coordinator in identifying NVRA compliance problems by that DHS Local Office, and to correct such compliance problems as they arise. In the event a DHS Local NVRA Coordinator position becomes vacant, the director of the DHS Local Office shall appoint a person to fill the position as soon as practicable, and shall appoint an interim person to fill this position not later than fifteen (15) business days after the vacancy occurs and until such time as the vacancy is filled. The DHS Local NVRA Coordinator's responsibilities shall include:
1. Maintaining familiarity with all DHS voter registration documents, procedures and regulations applicable o DHS Local Offices;
  2. Coordinating with the DHS NVRA Coordinator in overseeing and ensuring DHS implementation of and compliance with the requirements of Section 7 of the NVRA, Oklahoma's implementing statutes and regulations, and the provisions of this Agreement, including requirements related to supplies, computer processes, training, procedures, oversight and reporting;
  3. Answering questions from Clients and the public related to voter registration services provided by the DHS Local Office;
  4. Ensuring an adequate supply of Voter Registration Applications, Voter Registration Statements, Transmittal Envelopes and packing slips as needed to fulfill voter registration responsibilities;
  5. Tracking complaints related to NVRA and remedial measures taken and transmitting that data to the DHS NVRA Coordinator;
  6. When a covered transaction is not tracked automatically through a DHS computer-based system, it shall be tracked by hand and that data shall be transmitted to the DHS NVRA Coordinator as set forth in Section VIII; and
  7. Monitoring compliance with the requirements of Section 7 of the NVRA, Oklahoma's implementing statutes and regulations, and the provisions of this Agreement by employees of the DHS Local Office, including but not limited to whether such employees are properly (1) providing the Voter Registration Statement form, (2) distributing Voter Registration Applications, (3) transmitting completed Voter Registration Applications,

and (4) offering equal assistance in completing Voter Registration Applications.

D. Department of Health Staffing:

- i. Department of Health NVRA Coordinator: Department of Health shall designate a Department of Health-wide NVRA Coordinator to ensure implementation of Section 7 of the NVRA by Department of Health as a whole as well as by Department of Health Local Offices, to monitor compliance with Section 7 of the NVRA by Department of Health as a whole as well as by Department of Health Local Offices, and to identify and correct NVRA compliance problems at each Department of Health Local Office as they arise. In the event the Department of Health NVRA Coordinator position becomes vacant, the Commissioner of Health or his or her designee shall appoint a person to fill the position as soon as practicable, and shall appoint an interim person to fill this position not later than fifteen (15) business days after the vacancy occurs and until such time as the vacancy is filled. The Department of Health NVRA Coordinator's responsibilities shall include:
  1. Maintaining familiarity with all Department of Health voter registration documents, procedures and regulations sufficient to assist Department of Health personnel and offices with questions or challenges related to the Department of Health's administration of NVRA compliant voter registration services;
  2. Maintaining up to date lists of Department of Health Local NVRA Coordinators and ensuring that directors of each Department of Health Local Office shall appoint an interim person to fill the Department of Health Local NVRA Coordinator position not later than fifteen (15) business days after the vacancy occurs and until such time as the vacancy is filled;
  3. Coordinating, overseeing and ensuring Department of Health implementation of and compliance with the requirements of Section 7 of the NVRA, Oklahoma implementing statutes and regulations, and the provisions of this Agreement, including requirements related to supplies, computer processes, training, procedures, oversight and reporting;
  4. Communication, on a regular basis, with the Commissioner of Health or his or her designee and Department of Health Local NVRA Coordinators as necessary to ensure compliance with the requirements of Section 7 of the NVRA, Oklahoma's implementing statutes and regulations, and the provisions of this Agreement;



5. Distributing to each Department of Health Local Office, once per year or as needed, public signs advising of the right to register to vote at the Department of Health Local Office and ensuring that such signs are displayed; and
  6. Providing every Department of Health Local NVRA Coordinator with a complete list of voter registration deadlines for federal elections for the upcoming year and distributing promptly any supplemental lists of registration deadlines for federal elections received from the SEB NVRA Coordinator.
- ii. Department of Health Local NVRA Coordinators: Department of Health shall designate a NVRA Coordinator at each Department of Health Local Office to ensure implementation of Section 7 of the NVRA by that Department of Health Local Office, to oversee and monitor compliance with Section 7 of the NVRA by that Department of Health Local Office, to assist the Department of Health NVRA Coordinator in identifying NVRA compliance problems by that Department of Health Local Office, and to correct such compliance problems as they arise. In the event a Department of Health Local NVRA Coordinator position becomes vacant, the director of the Department of Health Local Office shall appoint a person to fill the position as soon as practicable, and shall appoint an interim person to fill this position not later than fifteen (15) business days after the vacancy occurs and until such time as the vacancy is filled. The Department of Health Local NVRA Coordinator's responsibilities shall include:
1. Maintaining familiarity with all Department of Health voter registration documents, procedures and regulations applicable to Department of Health Local Offices;
  2. Coordinating with the Department of Health NVRA Coordinator in overseeing and ensuring Department of Health implementation of and compliance with the requirements of Section 7 of the NVRA, Oklahoma's implementing statutes and regulations, and the provisions of this Agreement, including requirements related to supplies, computer processes, training, procedures, oversight and reporting;
  3. Answering questions from Clients and the public related to voter registration services provided by the Department of Health Local Office;
  4. Requesting Voter Registration Applications, Voter Registration Statements, Transmittal Envelopes and packing slips as needed to fulfill voter registration responsibilities;

5. Compiling data for monthly reports, aggregated by Department of Health Local Office, and transmitting that data to the Department of Health NVRA Coordinator as set forth in Section VIII; and
  6. Monitoring compliance with the requirements of Section 7 of the NVRA, Oklahoma's implementing statutes and regulations, and the provisions of this Agreement by employees of the Department of Health Local Office, including whether such employees are properly (1) providing the Voter Registration Statement form, (2) distributing Voter Registration Applications, (3) transmitting completed Voter Registration Applications, and (4) offering equal assistance in completing Voter Registration Applications.
- E. Healthcare Authority Staffing: Healthcare Authority shall designate an employee that has the responsibility to ensure the Healthcare Authority's implementation of Section 7 of the NVRA, to oversee and monitor compliance with Section 7 of the NVRA by any staff that come into contact with clients for purposes of conducting Covered Transactions, and to identify and solve NVRA compliance problems as they arise (the employee with said responsibilities is hereinafter referred to as the "Healthcare Authority NVRA Coordinator"). In the event the Healthcare Authority NVRA Coordinator becomes vacant, the Director of Healthcare Authority shall appoint an interim person to fill this position not later than fifteen (15) business days after the vacancy occurs and until such time as the vacancy is filled.
- i. The Healthcare Authority NVRA Coordinator's responsibilities shall include:
    1. Maintaining familiarity with all Healthcare Authority voter registration documents, procedures and regulations sufficient to assist Healthcare Authority personnel with questions or challenges related to the Healthcare Authority's administration of NVRA compliant voter registration services;
    2. Requesting Voter Registration Applications, Voter Registration Statements, Transmittal Envelopes and packing slips as needed to fulfill voter registration responsibilities; and
    3. Coordinating and overseeing Healthcare Authority implementation of and compliance with the requirements of Section 7 of the NVRA, Oklahoma's implementing statutes and regulations, and the provisions of this Agreement, including requirements related to supplies, computer processes, training, procedures, oversight and reporting.

#### **IV. VOTER REGISTRATION DOCUMENTS**

- A. Pre-Coded Voter Registration Applications: SEB shall provide or make available to the Public Assistance Agencies, in hard copy and digital version as needed, Voter

Registration Applications that are pre-coded to identify the Public Assistance Agency that generated the application. To preserve the privacy of Clients, the Voter Registration Applications shall be coded in a way that prevents public disclosure of a Voter Registration Application's origin.

- B. Publication of Assistance Contact Information: Each Public Assistance Agency shall establish and publish, on its website homepage as well as on any paper applications, renewal applications, and address change forms that are used, or make available upon receipt of any of the above forms, a free telephone number through which Clients may receive voter registration assistance. When paper applications, renewal applications and address change forms are next updated, or in any event no later than August 31, 2015, such forms will be amended to include the free telephone number required in this provision.
- C. Explanatory Statement – Electronic: The downloadable Voter Registration Application, required herein pursuant to Section V(G), shall include an explanatory statement approved by the SEB NVRA Coordinator that at a minimum contains the following:
  - i. Voter Registration Disclaimers required by NVRA Section 7;
  - ii. Statement that voter registration assistance is available by telephone;
  - iii. For DHS and Department of Health only, statement that voter registration assistance is also available at DHS or Department of Health Local Offices.
  - iv. Toll free telephone number at which Clients may receive voter registration assistance;
  - v. Notification that the Client may submit completed Voter Registration Applications to election officials or to a Public Assistance Agency Local Office;
  - vi. Listing of voter registration eligibility requirements;
  - vii. Contact information for the SEB.
- D. Explanatory Statement – Mail: The mailing of a Voter Registration Application, as required herein pursuant to Section V(G), (H) and (K), shall include a cover letter approved by the SEB NVRA Coordinator that at a minimum contains the following:
  - i. Statement of why the Client is receiving the mailing;
  - ii. Voter Registration Disclaimers required by NVRA Section 7;
  - iii. Statement that voter registration assistance is available by telephone;
  - iv. For DHS and Department of Health mailings only, statement that voter registration assistance is available at DHS or Department of Health Local Offices.
  - v. Toll free telephone number at which Clients may receive voter registration assistance;

- vi. Notification that the Client may submit completed Voter Registration Applications to election officials or to a Public Assistance Agency Local Office;
- vii. Listing of voter registration eligibility requirements;
- viii. Contact information for the SEB;
- ix. Once Oklahoma's online voter registration system is ready for public use, a statement that voter registration is also available online, any limitations on who is eligible to register online (currently, only people who have a current and valid Oklahoma driver license or identification card issued by the Department of Public Safety and are registering to vote at the address shown on the driver license or identification card), and the appropriate web address.

## **V. VOTER REGISTRATION PROCEDURES**

- A. DHS, Department of Health and Healthcare Authority shall, with each Covered Transaction and as more specifically detailed below:
  - i. Provide the Voter Registration Statement;
  - ii. Distribute, as set forth below, the pre-coded Voter Registration Application;
  - iii. Transmit, as set forth below, completed Voter Registration Applications to election officials; and
  - iv. Offer and provide, as set forth below, equal assistance in completing Voter Registration Applications.
- B. DHS shall ensure that it maintains a sufficient number of pre-coded Voter Registration Applications, Voter Registration Statements, Transmittal Envelopes and packing slips to fulfill its voter registration responsibilities and shall promptly distribute such materials to each DHS Local Office upon request of a DHS Local NVRA Coordinator.
- C. Each DHS Local Office shall prominently display standardized office signs announcing that voter registration is available and encouraging Clients to complete applications or ask staff for assistance. SEB shall provide such signs to each DHS Local Office as needed with a directive that the signs be displayed. The DHS NVRA Coordinator shall take steps to ensure each DHS Local Office complies with this provision.
- D. Department of Health shall ensure that it maintains a sufficient number of pre-coded Voter Registration Applications, Voter Registration Statements, Transmittal Envelopes and packing slips to fulfill its voter registration responsibilities and shall promptly distribute such materials to each Department of Health Local Office upon request of a Department of Health Local NVRA Coordinator.

- E. Each Department of Health Local Office shall prominently display standardized office signs announcing that voter registration is available and encouraging Clients to complete applications or ask staff for assistance. The SEB shall provide such signs to each Department of Health Local Office as needed with a directive that the signs be displayed. The Department of Health NVRA Coordinator shall take steps to ensure each Department of Health Local Office complies with this provision.
- F. In-Person Transactions: With each Covered Transaction that occurs in person at a Public Assistance Agency office, the Public Assistance Agency shall provide voter registration services including as follows hereunder. As of the date of this Agreement, Healthcare Authority only conducts Covered Transactions online. If the Healthcare Authority conducts Covered Transactions in person, then it must follow the procedures outlined hereunder.
- i. At each DHS Local Office:
1. During each Covered Transaction, the DHS Employee shall verbally ask the Client the Voter Preference Question, summarize the Voter Registration Disclaimers, and record the client's response in the appropriate DHS eligibility system.
  2. While asking the Voter Preference Question, the DHS Employee shall also display to each Client a Voter Registration Statement, which may be laminated for multiple uses.
  3. If the Client answers "yes" to the Voter Preference Question, the DHS Employee shall:
    - a. Give the client a Voter Registration Application;
    - b. Provide equal assistance in completing the Voter Registration Application pursuant to Section V(I), unless the Client refuses such assistance; and
    - c. Accept the completed Voter Registration Application for transmittal to the appropriate election official.
  4. If the Client answers "no" to the Voter Preference Question, the DHS Employee shall:
    - a. Proceed with the agency's business; and
    - b. At the end of the transaction, have the Client sign the printed form from the DHS eligibility system that records the Client's "no" answer. If the Client refuses to sign the printed form that records the "no" answer, the DHS Employee shall provide the client with a Voter Registration Application.
  5. If the Client refuses to answer the Voter Preference Question, the DHS Employee shall provide the Client a Voter Registration Application. If the Client refuses to take the Voter Registration Application, in accordance with current DHS practices, a Voter Registration application shall be mailed to the Client.

6. In the event that the DHS Employee is not using DHS' computerized eligibility system and/or the laminated Voter Registration Statement, then the DHS Employee shall provide the Client with a Voter Registration Statement form and ask the Client to check either the "yes" or "no" box. Depending on how the Client completes the form, the DHS Employee shall then follow step 3, 4, or 5 above.
7. If a person requests to register to vote at any time other than during a Covered Transaction, the DHS Employee shall provide that person with a Voter Registration Application, provide assistance in completing the form unless the person refuses such assistance, and accept the completed Voter Registration Application for transmittal to the appropriate election official.

ii. At each Department of Health Local Office:

1. During each Covered Transaction, the Department of Health Employee shall provide the Client with a Voter Registration Statement form and ask the Client to answer the Voter Preference Question by checking either "yes" or "no";
2. If the Client checks "yes," the Department of Health Employee shall:
  - a. Give the client a Voter Registration Application;
  - b. Provide equal assistance in completing the Voter Registration Application pursuant to Section V(I), unless the Client refuses such assistance; and
  - c. Accept the completed Voter Registration Application for transmittal to the appropriate election official.
3. If the Client checks "no," the Department of Health Employee shall:
  - a. Ask the Client to sign the Voter Registration Statement; and
  - b. Continue with the agency's business.
4. If the Client declines to answer the Voter Preference Question in writing, the Department of Health Employee shall provide the Client with a Voter Registration Application.

G. Online Transactions: DHS, Department of Health and Healthcare Authority shall provide voter registration during all online Covered Transactions, including but not limited to incorporating voter registration into any online portal used to engage in Covered Transactions, as follows:

- i. The Voter Preference Question, Voter Registration Disclaimers and the Voter Registration Application shall be included within any downloadable or electronically accessible Public Assistance Benefits application, renewal or recertification forms, and change of address forms.
- ii. The Voter Preference Question in any online system for Covered Transactions shall be a hard stop; that is, each Client must answer the question in order to continue.
  1. If a Client answers "Yes," then the Client shall have the option to:

- a. Print a Voter Registration Application, such as through a disability-accessible pop-up or download. Such printable Voter Registration Application shall be coded for the applicable Public Assistance Agency and shall be accompanied by the Explanatory Statement – Electronic set forth in Section IV(C); and
    - b. Request that a Voter Registration Application, coded for the applicable Public Assistance Agency, be mailed to them, except that the mailing to Healthcare Authority Clients need not contain a code unless or until coding on such mailings becomes practicable. Such mailing for any of the Public Assistance Agencies shall be automated and shall include the Explanatory Statement – Mail described in IV.D above. With respect to the Healthcare Authority online transactions, SEB may bear responsibility for the mailings and shall work toward automating them.
  2. DHS Clients who answer “Yes” shall have the option to download and print a Voter Registration Application as described in Section V(G)(ii)(1)(a), but in all cases any DHS Client who answers “Yes” shall also receive a coded Voter Registration Application and Explanatory Statement – Mail by mail as well.
  3. The Public Assistance Agencies and SEB shall ensure that these options are provided in a way that permits the Client to seamlessly return to the benefits application.
  4. If a Client answers “No,” then no further voter registration services are required.
  - iii. Once Oklahoma, in the future, provides electronic voter registration, all options outlined in Section V(G) shall remain but the option to connect through a link to the online voter registration application shall also be provided. Clients must be alerted to any limitations on who can electronically register to vote under such a system.
- H. Phone Transactions: DHS shall send an automated mailing of the Voter Registration Question, Voter Registration Application and Explanatory Statement – Mail described in IV.D above to each Client who conducts a Covered Transaction over the phone. As of the date of this Agreement, Healthcare Authority only conducts Covered Transactions online. To the extent in the future Department of Health or Healthcare Authority conducts Covered Transactions over the phone, then it must follow the procedures outlined in this provision.
- I. Equal Assistance: Each Public Assistance Agency shall ensure that Clients who choose to register to vote receive the same degree of assistance in filling out the Voter Registration Application as would be provided in filling out the Agency’s forms. At a minimum, such assistance shall consist of offering to help complete the Voter Registration Application, answering the Client’s questions, examining the Voter Registration Application for completeness and signature, and asking the Client to complete any portion necessary for voter registration that is incomplete.

- J. Transmittal of Voter Registration Applications: On a weekly basis, the DHS, Department of Health, and Healthcare Authority Local NVRA Coordinators shall ensure that Public Assistance Agency staff transmit completed voter registration applications to the appropriate election official within ten (10) days of receipt, except that, when a registration deadline is within five (5) days of receipt, completed voter registration applications should be submitted within five (5) days of receipt.
- K. Remedial Action: If a Public Assistance Agency staff member determines, at any point, that a Client did not receive a Voter Registration Statement or a Voter Registration Application as required under Section 7 of the NVRA, Oklahoma's implementing statutes and regulations, or this Agreement, the staff member shall notify the relevant DHS, Department of Health, or Healthcare Authority Local NVRA Coordinator, as applicable, immediately. Within five (5) days of receiving such notification, the DHS, Department of Health, or Healthcare Authority Local NVRA Coordinator shall send a mailing to the Client including the Voter Registration Application and the Explanatory Statement – Mailing set forth in Section IV(D).
- L. Maintenance of Voter Preference Question Responses: All responses to the Voter Preference Question shall be confidentially maintained for a minimum of two years after the first federal election to occur after its completion, and each Public Assistance Agency shall provide the SEB NVRA Coordinator access to all such responses upon written request.
- M. Pre-coded Voter Registration Applications: Oklahoma shall begin using new pre-coded Voter Registration Applications within 30 days of execution of this Agreement.
- N. Electronic Transmission of Voter Registration Applications: If Oklahoma develops a method for the electronic transmission of voter registration applications from Public Assistance Agencies to the State Election Board or county election boards pursuant to 26 O.S. 2011, Section 4-109.2(H) during the term of this Agreement, the procedures set forth in this Agreement may be modified to include such transmission, provided that NVRA Counsel agree and that any modifications do not violate the NVRA.

## **VI. TRAINING**

### **A. Training Materials:**

- i. SEB: SEB shall update its NVRA training video in consultation with NVRA Counsel and forward the updated version to the SEB NVRA Coordinator no later than thirty (30) days after execution of this Agreement. The training video shall reflect the requirements of the NVRA, Oklahoma's implementing statutes and regulations, and this Agreement.



ii. DHS:

1. Below is a non-exhaustive list of NVRA training materials that DHS shall maintain:
  - a. Online Learning Management System module;
  - b. Electronic documentation of training;
  - c. Incorporation of NVRA refresher training into regular training procedures, including annual refreshers and new DHS Employee on-boarding.
2. DHS shall provide training materials to SEB upon request.

iii. Department of Health:

1. Below is a non-exhaustive list of NVRA training materials that Department of Health shall maintain:
  - a. Voter Registration Training Policy;
  - b. WIC Training Link;
  - c. Voter Registration Training Log;
  - d. Voter Registration Tracking Report Instructions;
  - e. Voter Registration – Power Point Training; and
  - f. Frequently Asked Questions.
2. Department of Health shall provide training materials to SEB upon request.

iv. Healthcare Authority:

1. Below is a non-exhaustive list of NVRA training materials that the Healthcare Authority shall maintain:
  - a. Online training module;
  - b. Electronic documentation of training; and
  - c. Incorporation of NVRA refresher training into regular training procedures, including annual refreshers and new Employee packets.
2. Healthcare Authority shall provide training materials to SEB upon request.

B. Training Program:

i. DHS:

1. Within thirty (30) days of execution of this Agreement, DHS shall ensure that all DHS Employees have received training on NVRA voter registration services through the DHS Learning Management System or equivalent.
2. Each new DHS Employee shall receive training on NVRA voter registration services concurrent with other new DHS Employee training. No new DHS Employee shall assist in a covered transaction without either

completing NVRA training or direct supervision from an employee who has received said training. The supervisor for each such Employee shall receive notification when training is complete.

3. Each DHS Employee shall receive training annually on NVRA voter registration services through the DHS Learning Management System or equivalent.
4. Any DHS Employee who has had one year or more of continuous leave from DHS shall receive training on NVRA voter registration services through the DHS Learning Management System or equivalent upon return to active work.
5. DHS shall maintain a record of each DHS Employee's history of completing the required trainings.
6. DHS Local NVRA Coordinators shall be available to answer questions from DHS Employees following required trainings and on an ongoing basis.
7. DHS shall incorporate into its trainings a knowledge check – *i.e.*, a brief quiz – to ascertain the effectiveness of trainings.

ii. Department of Health:

1. Within thirty (30) days of execution of this Agreement, all Department of Health Employees shall receive training on NVRA voter registration services.
2. Each new Department of Health Employee shall receive training on NVRA voter registration services within fifteen (15) days of beginning employment at Department of Health. The supervisor for each such Employee shall receive notification when training is complete.
3. Each Department of Health Employee shall receive training annually on NVRA voter registration services.
4. Any Department of Health Employee who has had one year or more of continuous leave from Department of Health shall receive training on NVRA voter registration services upon return to active work.
5. Department of Health shall maintain a record of each Department of Health Employee's history of completing the required trainings.
6. Department of Health Local NVRA Coordinators shall be available to answer questions from Department of Health Employees following required trainings and on an ongoing basis.
7. Department of Health shall incorporate into its trainings a knowledge check – *i.e.*, a brief quiz – to ascertain the effectiveness of trainings.

## VII. REGULATIONS

- A. To the extent not already done, SEB shall promulgate an amendment to Oklahoma Administrative Code Section 230:15-5-125(a) to instruct voter registration agency

employees to distribute a Voter Registration Application if the Client leaves the Voter Preference Question blank.

- B. To the extent not already done, DHS shall promulgate an amendment to Oklahoma Administrative Code Section 340:65-11-3(a)(1) to instruct voter registration agency employees to distribute a Voter Registration Application if the Client leaves the Voter Preference Question blank and to delete from subsection (B) of that provision the statement that “it is presumed the person does not wish to register.”

## **VIII. TRACKING AND OVERSIGHT**

- A. Public Assistance Agency Tracking: Within thirty (30) days of the execution of this Agreement, each Public Assistance Agency shall begin using the pre-coded Voter Registration Applications pursuant to Section IV(A) and shall begin tracking the following information by calendar month and by local office:

- i. DHS:

- 1. The total number of offers of voter registration made pursuant to the NVRA (“DHS Covered Transactions”);
    - 2. The number of Voter Registration Statements on which the Client answered “Yes”;
    - 3. The number of Voter Registration Statements on which the Client answered “No”;
    - 4. The number of Voter Registration Statements on which the Client did not provide a response;
    - 5. The number of Voter Registration Applications mailed to Clients;
    - 6. The number of Voter Registration Applications provided to Clients in-person; and
    - 7. The number of completed Voter Registration Applications transmitted by each DHS Local Office to election officials.

- ii. Department of Health:

- 1. The number of in-office applications and re-certifications/renewals (“Department of Health Covered Transactions”);
    - 2. The number of Voter Registration Statements on which the Client marked “Yes”;
    - 3. The number of Voter Registration Statements on which the Client marked “No”;
    - 4. The number of Voter Registration Statements on which the Client did not provide a response; and
    - 5. The number of completed Voter Registration Applications transmitted by each Department of Health Local Office to election officials.

iii. Healthcare Authority:

1. The number of applications, recertifications/renewals, and changes of address received statewide (“Healthcare Authority Covered Transactions”);
2. The number of Clients who selected “Yes” in response to the Voter Preference Question and who then accessed the downloadable Voter Registration Application or requested that a Voter Registration Application be mailed to them, or who register online;
3. The number of Clients who selected “No” in response to the Voter Preference Question ;
4. The number of Voter Registration Applications given to in-person Clients; and
5. The number of Voter Registration Applications transmitted by each Healthcare Authority office to election officials.

B. Public Assistance Agency Reporting: On a monthly basis, each Public Assistance Agency shall report the data set forth in Section VIII(A) to the SEB NVRA Coordinator no later than the fifteenth day of the month succeeding the month to which the report relates. If the fifteenth day of the month falls on a weekend or holiday, these reports shall be provided on the next business day thereafter.

C. Public Assistance Agency Data Analysis and Response: On a monthly basis, the DHS, Department of Health, and Healthcare Authority NVRA Coordinators shall:

i. DHS:

1. Review and compare, for each DHS Local Office, the number of Voter Registration Applications transmitted by each such office with the number of Voter Registration Applications transmitted in prior months by that DHS Local Office;
2. Review and compare, for each county, the number of Voter Registration Applications attributable to DHS, as reported by SEB pursuant to Section VIII(E), with the number of offers of voter registration made pursuant to the NVRA by the DHS Local Office, and conduct a comparison of this ratio in prior months within each local office and between local offices.
3. The above analysis shall be completed using data collected up through the second month prior to the month of the analysis. For example, the analysis done in March shall be completed using data reflecting voter registration activity that occurred in the months up to and including January.

ii. Department of Health:

Review and compare, for each Department of Health Local Office, the number of Department of Health Covered Transactions with the number of Voter Registration Statements distributed to Clients and the number of completed Voter Registration Applications transmitted to election officials, and conduct a comparison of those ratios in prior months within each Department of Health Local Office and between Department of Health Local Offices.

iii. Healthcare Authority:

Conduct a test at least once every six months to ensure the hard stop within the online application that accompanies the Voter Registration Question is working and fully functional.

iv. Each Public Assistance Agency shall review, investigate and address problems, actual or potential, at the Public Assistance Agency or Public Assistance Agency Local Office, in coordination with SEB. The following is a non-exhaustive list of examples that should trigger such investigation:

1. A Public Assistance Agency Local Office has unusually low registration rates or numbers compared to previous months;
2. It is determined that an offer of voter registration is not being provided with each Covered Transaction.
3. A site visit, any other auditing procedure, indicates problems with voter registration services; or
4. NVRA Counsel suggests review of a Public Assistance Agency Local Office.

D. SEB Data Collection and Reporting: On a monthly basis, the SEB NVRA Coordinator shall collect from local election officials or its centralized database the following data by county:

- i. The total number of Voter Registration Application forms received by election officials that are attributable to each Public Assistance Agency, aggregated by Public Assistance Agency and county; and
- ii. The total number of voter registrations that resulted from Voter Registration Applications received by election officials that are attributable to each Public Assistance Agency, delineated into categories of (1) New Registrations; (2) Updated Registrations; (3) duplicate registration applications; and (4) rejected registration applications.
- iii. The total number of Healthcare Authority Clients who selected "Yes" in response to the Voter Preference Question reported by Healthcare Authority in Section VIII(A)(iii)(2).

- iv. The SEB shall report the data collected in Section VIII(D)(i) to each Public Assistance Agency NVRA Coordinator no later than the fifteenth day of the month succeeding the month to which the report relates. If the fifteenth day of the month falls on a weekend or holiday, these reports shall be provided on the next business day thereafter.
- v. The SEB shall incorporate the data collected pursuant to Section VIII(D)(i) in its biennial report to the federal Elections Assistance Commission as required under the NVRA and implementing regulations, 11 C.F.R. § 8.7.

E. SEB Data Analysis and Reporting:

- i. Beginning two months after execution of this Agreement, on a monthly basis, using data collected by the SEB pursuant to Section VIII(D)(i) and provided data provided by the Public Assistance Agencies pursuant to Section VIII(A), the SEB NVRA Coordinator shall compare, for each Public Assistance Agency, the following data with that of previous months, statewide and by county:
  - 1. The number of Voter Registration Applications transmitted by each Public Assistance Agency (reported to SEB pursuant to Section VIII(A);
  - 2. The number of Voter Registration Applications attributable to each Public Assistance Agency received and processed by the county election boards (collected by SEB pursuant to Section VIII(D)(i); and
  - 3. The ratio of the number of Voter Registration Applications attributable to each Public Assistance Agency to the number of Covered Transactions conducted by Agency Local Offices in each county (reported to SEB pursuant to Section VIII(A)).
- ii. The above analysis shall be completed using data collected up through the second month prior to the month of the analysis. For example, the analysis done in March shall be completed using data reflecting voter registration activity that occurred in the months up to and including January.
- iii. The SEB NVRA Coordinator shall provide this analysis to the DHS, Department of Health and Healthcare Authority NVRA Coordinators no later than the 20th day of each month in which the analysis was completed. If the 20th day of the month falls on a weekend or holiday, said analysis shall be communicated by the next business day.

F. SEB NVRA Coordinator Performance Related Follow-Up:

- i. Beginning in the seventh month after the execution of this Agreement and through the twelfth month after the execution of this Agreement, on a monthly basis, the SEB NVRA Coordinator shall conduct three meetings with a Public

Assistance Agency or Public Assistance Agency Local Office. SEB shall select the Public Assistance Agency or Public Assistance Agency Local Office for the meeting based on its review of reports from each Public Assistance Agency and Public Assistance Agency Local Office, with an eye toward determining whether the terms of this Agreement are being implemented and remedying any apparent noncompliance. Below is a non-exhaustive list of what might trigger selection for an SEB meeting:

1. Unusually low registration rates or numbers compared to previous months, either compared to that office's previous rates/numbers or to the rates/numbers of other offices, taking into account differences in the number of people served;
  2. A Local NVRA Coordinator or anyone else informs SEB of problems in the provision of voter registration services;
  3. A Public Assistance Agency audit indicates a failure to provide voter registration services; or
  4. NVRA Counsel suggests a Public Assistance Agency or Public Assistance Agency Local Office is exhibiting problems with NVRA compliance.
- ii. Beginning one year after execution of this Agreement and thereafter during the pendency of this Agreement, on a quarterly basis, the SEB NVRA Coordinator or a designee of the SEB shall conduct a meeting with any DHS Local Offices or Department of Health Local Offices that appear to be negative outliers – *i.e.*, outliers indicating low performance – in the previous quarter, determined by analysis set forth in Section VIII(E), calculated by quarter, except that SEB shall not be required to conduct a meeting with more than five offices per quarter. If any Public Assistance Agency Local Office is one of the outliers for two consecutive quarters, then the SEB NVRA Coordinator shall conduct a site visit to that office during the following quarter.

- G. Evaluation Reviews: DHS and Department of Health shall monitor DHS and Department of Health Local Offices, respectively, for NVRA Section 7 compliance. To the extent the Public Assistance Agency conducts USDA management evaluation reviews, TANF case record reviews, or other similar periodic reviews, the NVRA Section 7 compliance review can be incorporated into that existent review. DHS and Department of Health shall provide to NVRA Counsel within thirty (30) days of execution of this Agreement any worksheets or checklists used to evaluate Public Assistance Agency Local Offices' NVRA Section 7 compliance. Deficiencies identified during reviews shall be reported to the DHS NVRA Coordinator and DHS Local NVRA Coordinator or the Department of Health Coordinator and the Department of Health Local Coordinator, as applicable.

- H. Personnel Policy: Annual performance reviews of the SEB NVRA Coordinator, DHS NVRA Coordinator, Department of Health NVRA Coordinator, Healthcare Authority NVRA Coordinator, DHS NVRA Local Coordinators and Department of Health Local NVRA Coordinator shall include review of compliance with Section 7 of the NVRA and this Agreement.

## **IX. POLICIES**

Any and all written policies related to voter registration or voter registration services at SEB, DHS, Department of Health and Healthcare Authority shall be reviewed and modified to conform with the terms of this Agreement as necessary beginning within 30 days of execution of this Agreement. SEB policies relevant under this section shall be limited to policies related to voter registration or voter registration services through public assistance agencies.

## **X. REPORTING**

During the term of this Agreement, SEB and the Public Assistance Agencies shall report to NVRA Counsel as more specifically detailed below. All reports to NVRA Counsel should be emailed to each of the following: Jenn Rolnick Borchetta, Scott Novakowski, Brady Henderson, Ryan Kiesel, Michelle Rupp and Dorian L. Spence. If, during the term of this agreement, any of individual NVRA Counsel leaves the organizations for which they currently work, the individual leaving or someone from his/her organization shall identify a replacement contact. If SEB posts this information on its website, in the format required and on the timeline required, then such posting shall satisfy the reporting requirements in this section, provided that NVRA Counsel are notified when the information will begin being posted and that the information is available for the duration of this settlement agreement. Any information not posted on the SEB website in accordance with this provision shall be emailed to NVRA Counsel.

### **A. Public Assistance Agencies:**

- i. Monthly Reporting: On a monthly basis, and specifically on or before the fifteenth (15<sup>th</sup>) day (or, if the fifteenth day falls on a weekend or holiday, on the following business day) of the month, DHS, Department of Health, and Healthcare Authority shall report to NVRA Counsel, in an Excel or Excel-compatible spreadsheet, the data for the previous month that is required pursuant to Section VIII(A), aggregated, for DHS and Department of Health, by each Public Assistance Agency Local Office as follows:
  1. DHS:
    - a. The total number of offers of voter registration pursuant to the NVRA;
    - b. The number of Voter Registration Statements on which the Client answered "Yes";
    - c. The number of Voter Registration Statements on which the Client answered "No";



- d. The number of Voter Registration Statements on which the Client did not provide a response;
- e. The number of Voter Registration Applications mailed to Clients;
- f. The number of Voter Registration Applications provided to Clients in-person; and
- g. The number of completed Voter Registration Applications transmitted by each Local DHS office to election officials.

2. Department of Health:

- a. The number of in-office applications, recertifications/renewals, and changes of address ("Department of Health Covered Transactions");
- b. The number of Voter Registration Statements on which the Client marked "Yes";
- c. The number of Voter Registration Statements on which the Client marked "No";
- d. The number of Voter Registration Statements on which the Client did not provide a response; and
- e. The number of completed Voter Registration Applications transmitted by each Local Department of Health Office to election officials.

3. Healthcare Authority:

- a. The number of applications, recertifications/renewals, and changes of address received statewide ("Healthcare Authority Covered Transactions");
- b. The number of Clients who selected "Yes" in response to the Voter Preference Question and who then accessed the downloadable Voter Registration Application or requested that a Voter Registration Application be mailed to them, or who register online ;
- c. The number of Clients who selected "No" in response to the Voter Preference Question;
- d. The number of Voter Registration Applications given to in-person Clients; and.
- e. The number of Voter Registration Applications transmitted by each Healthcare Authority office to election officials.

- ii. Within the first monthly report, SEB, DHS, Department of Health, and the Healthcare Authority shall notify NVRA Counsel the identity of and contact information for each respective NVRA Coordinator.
- iii. Quarterly Reporting: On a quarterly basis, and specifically on the fifteenth (15<sup>th</sup>) day (or, if the fifteenth day falls on a weekend or holiday, the following business day) of the months of January, April, July and October, DHS,

Department of Health, and Healthcare Authority shall report to NVRA Counsel the following for the preceding quarter:

1. Any investigations or corrective actions undertaken pursuant to Sections VIII(F) and (G);
2. Any evaluation reports that note deficiencies;
3. Worksheets or checklists developed for used in evaluations pursuant to Section VIII(G) and any other worksheets or check lists developed to advance NVRA compliance;
4. Completed worksheets and checklists used in evaluations pursuant to Section VIII(G) or to advance NVRA compliance;
5. Confirmation, in the second quarterly report and only in the second quarterly report, that all Public Assistance Agency staff have received training pursuant to Section VI; and
6. A statement of any other efforts undertaken by DHS, Department of Health, or Healthcare Authority to advance NVRA compliance or promote the provision of voter registration services.

B. SEB:

- i. Monthly Reporting: On a monthly basis, and specifically on or before the fifteenth (15<sup>th</sup>) day (or, if the fifteenth day falls on a weekend or holiday, on the following business day) of the month, SEB shall report to NVRA Counsel, in Excel or an Excel-compatible spreadsheet, the following data for the previous month:
  1. The total number of Voter Registration Application forms received by election officials attributable to each Public Assistance Agency, aggregated by county and delineated into categories of (1) New Voter Registrations, (2) Updated Voter Registrations (delineated by type of update – name, address, party, etc.), (3) duplicate voter registration applications, and (4) rejected registration applications.
- ii. Quarterly Reporting: On a quarterly basis, and specifically on the fifteenth (15<sup>th</sup>) day (or, if the fifteenth day falls on a weekend or holiday, the following business day) of the months of January, April, July and October, SEB shall report to NVRA Counsel, including:
  1. In Excel or an Excel-compatible spreadsheet, a monthly comparison, for each Public Assistance Agency, of the total number of voter registration applications attributable to that Agency for each county with the number of Covered Transactions (or similar tracking number as defined for each agency in Section VIII(A)) conducted by Public Assistance Agency Local Offices in that county;

2. The identity of any DHS Local Office or Department of Health Local Office identified for follow-up action pursuant to Section VIII(F) and the identity of each DHS Local Office and Department of Health Local Office visited by the SEB pursuant to Section VIII(G), during the preceding quarter;
3. The identity of any Public Assistance Agency Local Office exhibiting actual or potential compliance problems pursuant to the subsection above; and
4. A summary of any other concerns related to compliance with Section 7 of the NVRA.

#### **XI. THIRD-PARTY CONTRACTORS/PROVIDERS:**

To the extent that third-party entities, pursuant to future agreements with the Public Assistance Agencies, contract to provide Covered Transactions, such contracts will require compliance with the NVRA and this Agreement, including but not limited to provision of voter registration services during Covered Transactions and relevant training.

#### **XII. TERM AND ENFORCEMENT**

This Agreement shall become effective on the date of execution and shall remain in effect until November 30, 2018.

If NVRA Counsel conclude that SEB, DHS, Department of Health or Healthcare Authority are in breach of this Agreement, NVRA Counsel shall notify SEB and the corresponding Public Assistance Agency in writing of the alleged breach. SEB and the Public Assistance Agency shall then have thirty (30) days to respond to the notice and to take action to cure the asserted breach and to notify NVRA Counsel of such action. If, in the sole estimation of the MTUL, LWV, and YWCA, the breach is not cured within forty-five (45) days of the notice of breach notwithstanding the action taken, the MTUL, LWV, and YWCA may file an action under the NVRA or to enforce this Agreement or both. This Agreement shall not be interpreted to preclude, within such lawsuit, assertions of allegations based on the alleged widespread past and ongoing violations of Section 7 of the NVRA by SEB and the Public Assistance Agencies that the MTUL, LWV, and YWCA have alleged prior to the negotiations leading to this Agreement.

#### **XIII. PRESS STATEMENTS**

The initial press release announcing this Agreement shall be approved by all Parties. Thereafter, NVRA Counsel shall, to the extent possible, provide SEB and the relevant Public Assistance Agency with advance notice of press announcements regarding this Agreement. SEB and the Public Assistance Agencies shall likewise, to the extent possible, provide NVRA Counsel with advance notice of press announcements regarding this Agreement. Nothing in this Agreement shall be construed to prevent NVRA Counsel, SEB, DHS, Department of Health, or Healthcare

Authority from speaking or issuing communications, including but not limited to reports, about this Agreement or its implementation.

#### XIV. EXECUTION IN COUNTERPARTS

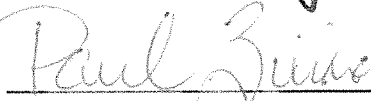
This Agreement may be executed in counterpart originals and copies and facsimiles shall be considered originals.

#### XV. BINDING EFFECT


The persons signing this Agreement represent that they have authority to enter into this agreement on behalf of the respective parties they represent and that this Agreement shall be binding on the parties thereto.

  
Governor Mary Fallin

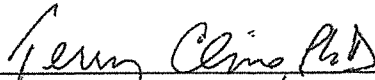
7-24-15  
Date

  
Paul Ziriak, Secretary  
Oklahoma State Election Board


7-24-2015  
Date

  
Ed Lake, Director  
Oklahoma Department of Human Services

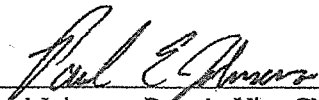
7-28-2015  
Date

  
Terry L. Cline, Ph.D., Commissioner of Health  
& Secretary for Health & Human Services  
Oklahoma State Department of Health

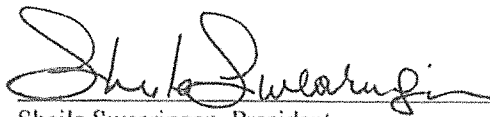
7-24-2015  
Date

  
J. Nico Gomez, Chief Executive Officer  
Oklahoma Healthcare Authority

7-28-2015  
Date

  
Paul Johnson, Board - Vice Chair  
Metropolitan Tulsa Urban League

7-28-2015  
Date



Sheila Swearingen, President  
League of Women Voters of Oklahoma

7/28/2015

Date



Kathleen Kastelic, Vice-President  
League of Women Voters of Metropolitan Tulsa

7/28/2015

Date



Vanessa Finley, Chief Executive Officer  
YWCA Tulsa

7/28/2015

Date