

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

NAACP-NEW ENGLAND AREA
CONFERENCE and
NEW ENGLAND UNITED FOR JUSTICE,

Plaintiffs,

v.

WILLIAM F. GALVIN, in his official capacity
as Secretary of the Commonwealth, et al.,

Defendants.

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) Case No. 1:12-cv-10872-DJC
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JOINT MOTION TO ENTER ORDER

In accordance with the Settlement Agreement between Plaintiffs New England Area Conference of the National Association for the Advancement of Colored People and New England United for Justice (collectively “Plaintiffs”) and Defendant Thomas G. Massimo, in his official capacity as Acting Commissioner of the Department of Transitional Assistance (“DTA”), attached hereto as Exhibit A, Plaintiffs and DTA hereby jointly move that the Court enter the [Proposed] Order of Final Judgment Only As to Claims Against Defendant Massachusetts Department of Transitional Assistance, attached hereto as Exhibit B.

Plaintiffs and DTA respectfully request that this Court enter the Proposed Order in the form attached hereto as Exhibit B. Under Section VIII.J. of the Settlement Agreement, either Plaintiffs or DTA may determine that the Settlement Agreement is null and void and of no force or effect, if the Court enters an Order in another form. Under Section VIII.I. of the Settlement Agreement, the parties have agreed that the Settlement Agreement shall not constitute, be construed as, or otherwise be incorporated into a consent decree or other order of the Court. Section V.B. of the Settlement Agreement provides that, without affecting the finality of the

[Proposed] Order of Final Judgment, this Court shall retain jurisdiction, during the term of the Settlement Agreement, to adjudicate noncompliance motions and resolve disputes arising under the Settlement Agreement, all under the procedures set forth in Section VI therein.

Date: March 18, 2015

Respectfully submitted,

NAACP-NEW ENGLAND AREA
CONFERENCE and NEW ENGLAND UNITED
FOR JUSTICE

By their attorneys,

/s/ John Kenneth Felter

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Date: March 18, 2015

THOMAS G. MASSIMO, in his official
capacity as Acting Commissioner of the
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By his attorney,
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CERTIFICATE OF SERVICE

I certify that this document filed through the ECF system will be sent electronically to registered participants as identified on the Notice of Electronic Filing (NEF) and that paper copies will be sent to those indicated as non-registered participants on today's date.

/s/ John Kenneth Felter

EXHIBIT A

SETTLEMENT AGREEMENT

I. Introduction

Plaintiffs New England Area Conference of the National Association for the Advancement of Colored People (“NAACP-NEAC”) and New England United for Justice (“NEU4J”) (collectively “Plaintiffs”)¹ brought this Action alleging violations of Section 7 of the National Voter Registration Act of 1993 (“NVRA”), 52 U.S.C. § 20506 (formerly 42 U.S.C. § 1973gg-5), by William F. Galvin, in his official capacity as Secretary of the Commonwealth of Massachusetts (“SOC”); Marylou Sudders (as successor to John Polanowicz), in her official capacity as Secretary of the Executive Office of Health and Human Services (“EOHHS”); Thomas G. Massimo (as successor to Stacey Monahan), in his official capacity as Acting Commissioner of the Department of Transitional Assistance (“DTA”); and Daniel Tsai (as successor to Kristin Thorn), in his official capacity as Director of the Office of Medicaid (“MassHealth”) (collectively “Defendants”). The Complaint was filed on May 15, 2012 against the SOC, DTA, and EOHHS. An Amended Complaint, adding MassHealth as a Defendant, was filed with the Court’s approval on March 17, 2014 (Doc. 138, 143). Plaintiffs allege widespread past and ongoing violations of Section 7 of the NVRA by Defendants and are seeking declaratory and injunctive relief. Defendants, for their part, have denied the allegations and any violation of law.

Plaintiffs and Defendants SOC, DTA, and EOHHS entered into an Interim Agreement on July 5, 2012 (Doc. 35-1), by which, among other things, these parties agreed to a stay of litigation. The stay was approved by the Court (Doc. 31) and expired on December 31, 2012. Thereafter, litigation resumed.

Plaintiffs and DTA now desire to resolve and settle this Action without further litigation and expense. Plaintiffs and DTA agree to the following terms in full and final resolution and settlement, and dismissal with prejudice, of Plaintiffs’ claims against DTA in this Action. By entering into this settlement agreement (“Agreement”), DTA does not admit any liability or any violation of the NVRA or any other law, and this Agreement shall not constitute evidence of any wrongdoing or violation of law. This Agreement does not resolve or settle Plaintiffs’ claims under Section 7 of the NVRA brought against Defendants SOC, EOHHS, and MassHealth.

II. Definitions

- A. “Agency Voter Registration Application” means a voter registration application created by the SOC and intended for use during in-person transactions at Voter Registration Agencies. Such Application contains a space to place a code indicating that the Application was completed at an agency (an “Agency Code”).

¹ Bethzaida Delgado, originally a plaintiff in this Action, was voluntarily dismissed on March 14, 2014 (Doc. 138).

- B. “Action” means this action, *New England Area Conference of the National Association for the Advancement of Colored People, et al. v. Galvin, et al.*, Civil Action No. 1:12-cv-10872-DJC (D. Mass.).
- C. “BEACON” means the computer system used by DTA for eligibility and benefits case management.
- D. “Client” means (1) any individual who is applying for Public Assistance Benefits, including those who have authorized representatives acting on their behalf, or (2) any individual who is receiving Public Assistance Benefits.
- E. “Covered Transaction” means a transaction in which a Client applies for Public Assistance Benefits, renews or recertifies his or her eligibility for Public Assistance Benefits, or submits a change of address, whether in-person at a Local DTA Office, or through remote methods, including without limitation, the telephone, facsimile, mail, electronic means, or the Internet.
- F. “Document Production” means the part of the DTA that prints and mails materials to Clients regarding the provision of Public Assistance Benefits.
- G. “DTA” means the Massachusetts Department of Transitional Assistance and includes, without limitation, its offices, agents and employees.
- H. “DTA Case Manager” or “Case Manager” means a DTA employee who conducts Covered Transactions by interacting with Clients through in-person or remote methods regarding the application for or provision of Public Assistance Benefits.
- I. “Effective Date” means the date on which this Agreement shall become effective, that is, the date on which the [Proposed] Order of Final Judgment Only As to Claims Against Defendant Massachusetts Department of Transitional Assistance (“[Proposed] Order of Final Judgment”), in the form attached hereto as **Exhibit D**, is entered by the Court.
- J. “EOHHS” means the Executive Office of Health and Human Services and includes, without limitation, its offices, agents and employees.
- K. “Execution Date” means the last date on which this Agreement is signed by all Plaintiffs and DTA.
- L. “Interim Agreement” means the agreement entered into by Plaintiffs and Defendants DTA, EOHHS, and SOC on July 5, 2012 (Doc. 35-1).
- M. “Local DTA Office” means any DTA office in the Commonwealth of Massachusetts through which a Client may engage in a Covered Transaction. There are currently twenty-two (22) Local DTA Offices.

- N. “Mail-in Voter Registration Application” means a voter registration application created by the SOC and intended for use by any person to submit a voter registration application by mail.
- O. “MassHealth” means the Office of Medicaid within EOHHS and includes, without limitation, its offices, agents and employees.
- P. “NVRA” means the National Voter Registration Act of 1993, 52 U.S.C. § 20501 *et seq.* (formerly 42 U.S.C. § 1973gg *et seq.*).
- Q. “Public Assistance Benefits” means those benefits available under the programs administered by DTA, including, without limitation, the Supplemental Nutrition Assistance Program (“SNAP”) (formerly known as “Food Stamps”), Emergency Aid to the Elderly, Disabled and Children (“EAEDC”), and Transitional Aid to Families with Dependent Children (“TAFDC”).
- R. “Remote Transaction” means a Covered Transaction that is carried out by methods other than in-person at a Voter Registration Agency such as a Local DTA Office, including, without limitation, those carried out by telephone, facsimile, mail, electronic means, or the Internet.
- S. “SOC” means the Secretary of the Commonwealth of Massachusetts and includes, without limitation, the Secretary of the Commonwealth, and his offices, agents, and employees.
- T. “Virtual Gateway” means the online portal, operated by EOHHS that enables Clients to initiate an application for certain Public Assistance Benefits through the Internet.
- U. “Voter Preference Form” means the form referred to as the “declination form” in Massachusetts, containing the language quoted in Section 7 of the NVRA, 52 U.S.C. § 20506(a)(6)(B).
- V. “Voter Registration Agency” means an office designated as such under Section 7 of the NVRA, 52 U.S.C. § 20506(a).

- W. “Voter Registration Application” means either a Mail-in Voter Registration Application or Agency Voter Registration Application, as defined in this Agreement.

III. Substantive Provisions

A. Staffing

1. DTA shall designate a Statewide NVRA Coordinator who shall generally oversee DTA’s performance of NVRA responsibilities and the requirements of this Agreement, including training, oversight, reporting, monitoring, and other aspects of the implementation of the NVRA. DTA shall incorporate NVRA responsibilities into the job performance evaluation for such Coordinator.
2. DTA shall designate an NVRA Coordinator for each Local DTA Office (“Local NVRA Coordinator”) to help ensure compliance with the NVRA and this Agreement by each Local DTA Office.
3. DTA shall incorporate NVRA responsibilities into the job performance evaluation for each Director and Assistant Director of a Local DTA Office.
4. In the job descriptions for all non-managerial DTA Case Managers, supervisors and clerks, DTA shall add the NVRA to the list of federal statutes that DTA is obligated to comply with. This provision is contingent upon union approval if it is determined to require “impact bargaining.”

B. Physical Office

1. DTA shall make television announcements in the waiting room(s) and/or lobbies of each Local DTA Office that has such technology to explain to Clients and visitors how to register to vote at that Office and to offer voter registration assistance. DTA shall confer with Plaintiffs’ counsel in good faith on the final content of the announcements, but DTA retains the right to decide the final content of the announcements.
2. Signs regarding voter registration provided by the SOC shall be posted in prominent locations in the waiting room(s) and/or lobbies in each Local DTA Office.
3. Voter Registration Applications shall be visible and easily available in the waiting room(s) and/or lobbies in each Local DTA Office for anyone visiting the Office.

4. Each Local DTA Office shall maintain at least a two-month's supply of both Mail-in Voter Registration Applications and Agency Voter Registration Applications in at least English, Spanish, and Chinese. DTA shall determine what amount constitutes a two-month supply for each Local DTA Office. It shall be the responsibility of the Statewide NVRA Coordinator, and the Local NVRA Coordinator or Director/Assistant Director for each Local DTA Office, to ensure that each Office has at least a two-month's supply of Voter Registration Applications at all times.
5. The Local NVRA Coordinator or Director or Assistant Director for each Local DTA Office shall also ensure that each Office has adequate supplies of Agency Voter Registration Applications at all locations in the Office where pre-assembled Public Assistance Benefits application packets are accessible to Clients or Case Managers, and at all locations in the Office where Client interviews are conducted, including, without limitation, at Case Manager desks. This provision shall also apply to all Local DTA Offices at which Clients visit in-person and use remote methods to engage in Covered Transactions.

C. Voter Registration Procedures

1. *In General*
 - a. As detailed below, DTA shall provide voter registration services during all Covered Transactions.
 - b. DTA shall provide Plaintiffs' counsel with at least seven (7) business days advance notice and opportunities to offer comments before finalizing any substantive changes to voter registration procedures and training materials during the term of this Agreement.
2. *Distribution of Voter Registration Materials – In General*
 - a. For each Covered Transaction, DTA shall distribute to each Client a Voter Registration Application and a Voter Preference Form.

- b. During each in-office Covered Transaction conducted at a Local DTA Office, a Case Manager or other DTA employee shall distribute to each Client a Mail-in Voter Registration Application and a Voter Preference Form.^{2 3} DTA shall distribute an Agency Voter Registration Application and offer assistance to any Client who chooses to register to vote at a Local DTA Office. DTA shall instruct Case Managers to ensure, prior to conducting interviews with Clients, that Agency Voter Registration Applications are available at their desks and at other locations in Local DTA Offices where Case Managers may conduct Client interviews.
- c. By no later than April 30, 2015, for each Remote Transaction, DTA shall deliver by mail to each Client a Mail-in Voter Registration Application and a Voter Preference Form. A letter accompanying each mailing shall state prominently that voter registration materials are included, and will include the additional explanatory language shown in **Exhibit A**.⁴ This mailing shall occur automatically for all:
 - (i) SNAP recertifications, together with the notice of recertification sent shortly before the end of the recertification period;
 - (ii) Remote SNAP applications, together with: (1) the notice of scheduling of a telephone interview; (2) a notice of approval/disapproval sent to the Client after the conclusion of an interview; or (3) any other DTA form or notice sent during the application process;

² At the Execution Date, the SOC has made available a Mail-in Voter Registration Application that is pre-coded with DTA's Agency Code. DTA shall use such Application, or another comparable Application that the SOC may make available with agreement by Plaintiffs, for all Covered Transactions, except in cases where Clients choose to register to vote at Local DTA Offices; in such cases, the Agency Voter Registration Application shall be used.

³ A Client who visits a Local DTA Office to conduct a recertification interview after receiving a recertification notice/packet by mail, as provided in Section III.C.2.c. below, shall be offered additional voter registration materials and services at a Local DTA Office, as provided in Section III.C.3.b. below and the BEACON script shown in **Exhibit B**.

⁴ At the Execution Date, the SOC is developing a separate, standardized Voter Preference Form, containing the language in the current Form and language substantively similar to **Exhibit A**, to be used by Voter Registration Agencies if such Agencies conduct automatic mailings of voter registration materials in connection with Remote Transactions. If and when the SOC, with Plaintiffs' counsel's comments and agreement, finalizes this standardized Form, DTA shall replace the Voter Preference Form and the explanatory language in **Exhibit A** with such standardized Form in all automatic mailings described in Sections III.C.2 and III.C.3.

- (iii) Changes of address, *i.e.*, any time a field corresponding to a Client's address is updated in BEACON more than ten (10) days after a Client's application for Public Assistance Benefits or a recertification/reevaluation interview; and
 - (iv) Any other Remote Transactions that occur during the term of this Agreement.
 - (v) DTA shall attempt to, and anticipates that it will, send the voter registration materials identified in Section III.C.2.c above to a Client prior to a Case Manager's initial telephone or in-office interview with the Client, in each transaction where such an interview is scheduled.
3. *Distribution of Voter Registration Materials – Specific Transactions*
- a. During each interview with a Client applying for Public Assistance Benefits at a Local DTA Office, DTA Case Managers shall distribute to each Client a pre-assembled packet that includes, on the top of the packet, a Mail-in Voter Registration Application and a Voter Preference Form.⁵ If a Client chooses to register to vote at a Local DTA Office, a Case Manager shall distribute the Agency Voter Registration Application to the Client and offer assistance in completing the Application, in accordance with the BEACON script attached hereto as **Exhibit B**. This provision shall also apply to Clients who are present in-person at a Local DTA Office but who use remote methods to conduct a Covered Transaction (*e.g.*, by telephone in a separate room at a Local DTA Office).
 - b. DTA shall include a Mail-in Voter Registration Application and a Voter Preference Form, together with the explanatory language shown in **Exhibit A**, in each mailing that starts a Client's recertification process for Public Assistance Benefits, as provided in Section III.C.2.c above. If a Client subsequently visits a Local DTA Office for an in-office interview, a Case Manager shall offer to provide the Client additional voter registration materials in accordance with the BEACON script shown in **Exhibit B**.
 - c. A Mail-in Voter Registration Application and a Voter Preference Form, together with the explanatory language shown in **Exhibit A**, shall be sent to each Client who changes his or her address regarding the receipt of Public Assistance Benefits, as provided in Section III.C.2.c above.

⁵ As stated in footnote 2 above, DTA shall use pre-coded or codable Mail-in Voter Registration Applications if they are made available by the SOC.

- d. If the Statewide NVRA Coordinator, Local NVRA Coordinator, or Director or Assistant Director at a Local DTA Office becomes aware that a specific Client did not receive a Voter Registration Application as required by this Agreement, a mailing shall be promptly sent to such Client, including a Mail-in Voter Registration Application, a Voter Preference Form, and a letter explaining why the mailing has been sent and including the explanatory language shown in **Exhibit A**. DTA shall also instruct Case Managers to follow this procedure.
 - e. In addition to any other procedures and practices required by this Agreement, DTA shall request that EOHHS make a Mail-in Voter Registration Application available for download through Virtual Gateway for online SNAP applications. DTA shall further request that EOHHS modify the Virtual Gateway system (and any other online systems that may become available to enable Clients to access the SNAP application or engage in a Covered Transaction) so that Clients have the option to connect through a link to an online Voter Registration Application.
4. *Assistance*
- a. For all Covered Transactions in which a DTA Case Manager has contact with a Client, either in-person or by remote methods, the Case Manager shall offer voter registration assistance to each Client, and shall provide such assistance to Clients who do not decline such offer. This includes Clients who engage in Covered Transactions in-person at Local DTA Offices but who conduct the Covered Transaction by remote methods (e.g., by telephone in a separate room at the Local DTA Office).
 - b. Case Managers shall offer and provide assistance to Clients in filling out voter registration materials in accordance with the BEACON script shown in **Exhibit B**, and in any event, to the same extent as assistance is offered and provided in filling out DTA's own forms.
 - c. Assistance in filling out and submitting Voter Registration Applications shall be available to Clients through DTA's customer service hotline as well as from Case Managers.
 - d. DTA shall make voter registration assistance available in at least Spanish, Chinese, and English.
 - e. As shown in **Exhibit A**, Clients shall be informed in any mailing that includes voter registration materials that, in addition to obtaining voter registration assistance from Case Managers to complete Voter Registration Applications, they can submit filled out Voter Registration Applications in person at any Local DTA Office. If a Client does so, DTA shall submit the filled out Voter Registration Application to the Client's local election official.

- f. Case Managers shall review filled out Voter Registration Applications for completeness of all mandatory fields necessary to register to vote, including name, date, date of birth, address(es), identification number, eligibility confirmation, and Client signature. Case Managers shall not be required to check for completeness of the entry of party affiliation, or to determine a Client's eligibility to register to vote. If a Case Manager has knowledge that an individual is not a United States citizen, the Case Manager shall advise the individual that he or she is not eligible to register to vote and should not fill out the Voter Registration Application.

5. *Transmittal*

- a. For in-office Covered Transactions, Case Managers shall collect filled-out Voter Registration Applications from Clients and deliver them to the designated DTA employee at that Case Manager's Local DTA Office for transmitting to each Client's local election official. This provision also applies to Clients who visit a Local DTA Office in person and who engage in a Covered Transactions by remote methods (*e.g.*, by telephone in a separate room at the Local DTA Office).
- b. DTA shall transmit each filled out Voter Registration Application to the Client's local election official within five (5) days of completion, as required by 106 CMR § 360.950(B), but in any event, no later than as required by the NVRA, 52 U.S.C. 20506(d).
- c. DTA shall code each filled out codable Voter Registration Application with the appropriate Agency Code before transmitting it to the Client's local election official.
- d. Each Local DTA Office clerk, or other individual(s) designated by the Local DTA Office as the individual(s) responsible for coding Voter Registration Applications, shall maintain a count of the number of filled-out Voter Registration Applications and shall transmit such Applications to local election officials in accordance with Section III.C.5.b. above.

D. BEACON Workflow and Script

- 1. By no later than July 31, 2015, DTA shall implement revisions to the BEACON voter registration workflow. The revised BEACON system shall operate in accordance with the protocol described in **Exhibit B**, including scripts and questions that must be answered by Case Managers.
- 2. Case Managers shall complete the BEACON voter registration workflow during interviews with Clients, except for changes of addresses or other Covered Transactions where there is no in-person contact, or in the event that BEACON is temporarily not operating.

3. Each answer to each question described in the protocol attached hereto as **Exhibit B** shall be recorded and stored in the BEACON system for any period required by applicable law or regulation, but, in any event, for no less than four (4) years.

E. Training

1. Simultaneously with the implementation of the procedures for the distribution of voter registration materials described in Sections III.C.1 through III.C.3 above, DTA shall issue a Field Operations Memorandum or a document that replaces the Field Operations Memorandum describing the new procedures implemented pursuant to this Agreement and instructing Case Managers on how to complete the questions in the existing BEACON protocol. Among other things, the Field Operations Memorandum shall instruct Local DTA Offices that Agency Voter Registration Applications must be available at all locations where Client interviews will be conducted, including at Case Manager desks, and at all locations where the pre-assembled packets described in Sections III.C.2.b and III.C.3.a above are available. DTA shall deliver a draft of the Field Operations Memorandum to Plaintiffs' counsel no later than seven (7) business days before the date that it will be finalized. During that seven-day period, Plaintiffs' counsel may offer comments and suggestions before the Field Operations Memorandum is finalized by DTA.
2. Within three (3) weeks after issuance of the Field Operations Memorandum discussed in Section III.E.1 above, DTA shall ensure that Local DTA Office Directors, Assistant Directors, NVRA Coordinators, and/or supervisors have trained all DTA employees who have voter registration responsibilities regarding all new voter registration procedures in the Field Operations Memorandum. DTA shall, in its discretion, conduct additional training if it determines that any new procedures are potentially confusing to Case Managers.
3. Simultaneously with the launch of BEACON workflow and script changes described in Section III.D above, DTA shall conduct formal mandatory training through its training unit for all employees who have voter registration responsibilities. The training shall be a webinar or other interactive format, and shall, at a minimum, include the elements described in **Exhibit C** attached hereto. Plaintiffs' counsel shall be provided at least seven (7) business days advance notice and an opportunity to review and comment on the training materials.

4. DTA shall create and maintain training materials regarding the NVRA and this Agreement in consultation with the SOC, as appropriate, for regular use by DTA. Such training materials shall be reviewed and updated, if necessary, at least once each year by DTA. Plaintiffs' counsel shall be provided at least seven (7) business days advance notice and an opportunity to review and comment on any updates to the training materials.
5. All new employee training programs and all transferee orientation training programs for DTA Case Managers and/or supervisors shall include training to ensure compliance with voter registration responsibilities under the NVRA and this Agreement. All such programs shall include, among other things, explanations of any applicable procedures and practices described in this Agreement. At a minimum, the training shall include the elements described in **Exhibit C**.
6. All DTA Case Managers and supervisors shall be required to take a mandatory "annual refresher" training via interactive webinar (or similar interactive format) regarding their responsibilities under the NVRA and this Agreement. DTA shall use the training that occurs simultaneously with the launch of the BEACON programming changes described in Section III.D. above as a model for its mandatory "annual refresher" regarding voter registration. The training that occurs simultaneously with the launch of the BEACON programming changes shall count as the first "annual refresher" training regarding voter registration.
7. All DTA Case Managers and supervisors shall complete a "Knowledge Check" once each year. Plaintiffs' counsel shall have at least seven (7) business days advance notice and an opportunity to review and comment on the "Knowledge Check". DTA may, at its discretion, modify and/or incorporate the existing "Knowledge Check" into the "annual refresher" described in Section III.E.6. above. Plaintiffs' counsel shall be provided at least seven (7) business days advance notice and an opportunity to review and comment on any such modification.
8. All other DTA employees shall be trained regarding voter registration requirements that pertain to their job responsibilities. Plaintiffs' counsel shall have at least seven (7) business days advance notice and an opportunity to review and comment on any training materials. (By way of example only, DTA shall provide training and materials, such as a desk reference checklist or "job aid," to each Local DTA Office clerk or individual responsible for transmitting filled-out Voter Registration Applications to local election officials to guide that employee through his or her voter registration responsibilities.)

9. DTA shall maintain all training materials regarding the NVRA, voter registration services, and this Agreement on the DTA intranet, which shall be available for any Case Manager to review.
10. DTA shall maintain a record of each employee's formal mandatory training history regarding the NVRA, voter registration services, and this Agreement.
11. Written guidance and training by supervisors shall be provided to DTA employees regarding voter registration responsibilities within fifteen (15) days of finalizing any material changes/edits/updates to voter registration procedures, materials, or functions in BEACON.

F. Monitoring

1. *Monthly Data Review and Follow Up by State NVRA Coordinator*

Except where otherwise specified below, the requirements of this Section III.F. shall extend from the first month after the Effective Date to the end of the last month of the term of this Agreement.

- a. Each Local DTA Office shall, on a monthly basis, manually count the number of Voter Registration Applications filled out by Clients and other individuals that are transmitted to local election officials and report that number to the Statewide NVRA Coordinator.
- b. The Statewide NVRA Coordinator shall review, on a monthly basis, for each Local DTA Office, the following information to understand the voter registration activities occurring through Local DTA Offices, except that the information described in Section III.F.1.b(ii), and Sections III.F.1.b(iv) through III.F.1.b(vi), below shall be reviewed beginning with the first month after the BEACON protocol described in **Exhibit B** and automatic mailings described in Section III.C.2.c. above, respectively, commence.
 - (i) The manual counts of Voter Registration Applications filled out by Clients described in Section III.F.1.a. above.
 - (ii) A numerical compilation of the responses to each of the voter registration questions in BEACON described in **Exhibit B**.
 - (iii) The number of Covered Transactions, by the following types and locations: in-office applications, remote applications, in-office recertifications/reevaluations, remote recertifications, and changes of address that are updated in BEACON more than ten (10) days after a Client's application for Public Assistance Benefits or recertification/reevaluation interview.

- (iv) From Document Production, the number of automatic application mailings.
 - (v) From Document Production, the number of recertification mailings.
 - (vi) From Document Production, the number of change of address mailings.
- c. Separately, for each Local DTA Office, on a monthly basis, the Statewide NVRA Coordinator shall compare the number of Voter Registration Applications filled out by Clients, as recorded by the BEACON system, to the reported manual counts of Voter Registration Applications filled out by Clients. Whenever the manual counts are lower than the numbers recorded by the BEACON system for that month, the Statewide NVRA Coordinator shall calculate the percentage differences. The Statewide NVRA Coordinator shall also compare, from the first month after the commencement of automatic mailings described in Section III.C.2.c. above, the number of Covered Transactions by each type that required a mailing with the number of mailings of that type that Document Production actually mailed.
- d. Based on the comparisons described in Section III.F.1.c. above, the Statewide NVRA Coordinator shall be required to: (a) identify potential issues that the Statewide NVRA Coordinator determines may suggest noncompliance with the NVRA and/or the requirements of this Agreement; (b) follow up with the relevant Local DTA Offices to address all such issues; and (c) as appropriate, correct all such issues in the Offices identified below during the periods specified:
 - (i) Beginning with the first month after the Effective Date and continuing for twenty-four (24) months thereafter, or twenty-four (24) months after the BEACON changes described in Section III.D.1 above and **Exhibit B** are implemented, whichever is later, such follow up shall occur in no fewer than three (3) but no more than five (5) Local DTA Offices each month. Such “follow up offices” shall include:
 - (1) Beginning with the first month after the BEACON changes described in **Exhibit B** are implemented, three (3) Offices from among the five (5) highest Offices with “No” responses to BEACON Question 1 for in-person applications (the three (3) Offices to be selected at the Statewide NVRA Coordinator’s discretion);
 - (2) Two (2) Offices to be selected by Plaintiffs’ counsel;
 - (3) In the event that fewer than three (3) Offices qualify under Section III.F.1.d(i)(1) above (for instance, during the months before the

BEACON protocol shown in **Exhibit B** is implemented), the Statewide NVRA Coordinator shall select up to three (3) additional Offices, at his or her discretion, for follow up.

- (ii) Following the end of the period described in Section III.F.1.d(i) above, and continuing until the end of the term of this Agreement, the follow up shall occur at no fewer than one (1) but no more than three (3) Local DTA Offices each month. Such “follow up offices” shall include:
 - (1) Two (2) Offices selected by Plaintiffs’ counsel;
 - (2) The Statewide NVRA Coordinator shall choose one (1) Office at his or her discretion; and
 - (3) In the event that Plaintiffs’ counsel do not select any Offices, the Statewide NVRA Coordinator may choose up to two (2) additional Offices, at his or her discretion, for follow up.
- e. As used in this Agreement, the “reconciliation process” is an investigation conducted by the Statewide NVRA Coordinator, a Local DTA Office Director or Assistant Director, and/or Local NVRA Coordinator, as appropriate, into the reason(s) for any difference between the manual count of filled out Voter Registration Applications transmitted to local election officials and the number recorded by the BEACON system. The reconciliation process shall include one or more of the following additional actions: review of Client case files, review of BEACON data, and interviews of Case Managers and/or Clients. The reconciliation process shall also include any remedial actions that may be taken by DTA, including the retraining of Case Managers or other actions. Each Local NVRA Coordinator or Director or Assistant Director of a Local DTA Office shall report to the Statewide NVRA Coordinator a summary of the reconciliation process performed at that Office.
- f. The reconciliation process shall occur as described below.
 - (i) For Local DTA Offices reporting a lower manual count of filled out Voter Registration Applications than the number of filled out Voter Registration Applications recorded by the BEACON system, the reconciliation process shall occur as follows:
 - (1) Beginning with the first month after the Effective Date and continuing for twenty-four (24) months thereafter, or twenty-four (24) months after the BEACON changes described in Section III.D.1 above and **Exhibit B** are implemented, whichever is later, the reconciliation process shall occur each month at the five (5)

Local DTA Offices with the highest percentage differences between such manual counts and such BEACON data;

- (2) Following the end of the period described in Section III.F.1.f(i)(1) above and continuing until the end of the term of this Agreement, the reconciliation process shall occur each month at the three (3) Local DTA Offices with the highest percentage differences between such manual counts and such BEACON data; and
 - (3) In any event, for any month, the reconciliation process shall occur only at Local DTA Offices at which such manual counts are lower than such BEACON data, and where the total number of filled out Voter Registration Applications as recorded in BEACON is more than ten (10).
 - (ii) For any month during which ten (10) or fewer Voter Registration Applications are filled out by Clients at a Local DTA Office, as recorded by the BEACON system, the reconciliation process shall occur at one (1) such Office where the manual count of filled out Voter Registration Applications was lower than the BEACON count by three (3) or more.
 - (iii) The reconciliation process shall occur at each Local DTA Office at least once in every twelve (12) month period. A reconciliation process conducted pursuant to Section III.F.1.f(i) or III.F.1.f(ii) above shall satisfy this requirement.
 - g. The Statewide NVRA Coordinator shall distribute the data described in Section III.F.1.b. above to each Local DTA Office. Notwithstanding the foregoing, the Statewide NVRA Coordinator shall distribute the information described in Section III.F.1.b(ii) above, and Sections III.F.1.b(iv) through III.F.1.b(vi) above, beginning with the first month after the BEACON protocol described in **Exhibit B** and automatic mailings described in Section III.C.2.c. above, respectively, commence. The Statewide NVRA Coordinator shall also notify relevant Offices of the need to engage in the reconciliation process.
2. *Data Review and Follow Up by Local DTA Offices*
- a. On a monthly basis, each Local NVRA Coordinator, or Director or Assistant Director of each Local DTA Office, shall review the data distributed under Section III.F.1.g. above for that Office to identify potential issues that he or she determines may suggest noncompliance with the NVRA and/or the requirements of this Agreement. Such individual shall then follow up to address such issues in his or her Office, as appropriate, and report any remedial actions that may be taken to the Statewide NVRA Coordinator.

- b. For each month that a Local DTA Office is a “follow up office” (as described in Section III.F.1.d.i(1) above), follow up action shall include, at a minimum, a review of the BEACON narratives for each “No” response to determine the reason(s) for the “No” response and to correct any issues if necessary.
 - c. Additional follow up actions taken at Local DTA Offices under Section III.F.1.d above shall be determined by the Statewide NVRA Coordinator and may include, but need not be limited to, general inquiries of Local DTA Office Directors or Assistant Directors, review of BEACON narratives and responses, review of Client case files, and interviews of Case Managers and/or Clients.
 - d. To the extent that a Local NVRA Coordinator, or Director or Assistant Director of a Local DTA Office, identifies, independently of other monitoring or reviews described in this Agreement, any issues that such individual determines may suggest noncompliance with the NVRA and/or the requirements of this Agreement, the individual shall follow up to address such issues in the Office, as appropriate, and report any remedial actions that may be taken to the Statewide NVRA Coordinator.
3. *Document Production:* At least once every six (6) months, Document Production shall conduct quality control tests to ensure that voter registration materials are included in automated mailings.
4. *Local Office Quality Control Reviews*
- a. No later than thirty (30) days following the Effective Date, DTA shall finalize a protocol for a Local Office Quality Control (LOQC) review relating to NVRA compliance. No later than ten (10) business days before the NVRA requirements of LOQC reviews are finalized, DTA shall deliver a draft of the requirements to Plaintiffs’ counsel. During that ten (10) day period, Plaintiffs’ counsel may offer comments and suggestions before the requirements are finalized by DTA. LOQC reviews shall include, but need not be limited to, the following actions:
 - (i) At least an annual review of case files pertaining to a random sample of four hundred (400) Clients who are United States citizens, which shall include:
 - (1) Checking the answers to the BEACON voter registration questions, and reviewing any related narratives and the nature of any follow up actions taken; and
 - (2) Checking the responses to the BEACON question: “Was a voter registration application completed,” and if BEACON indicates that a Voter Registration Application was completed in a Local DTA

Office by the Client, requesting that the Local DTA Office provide records (either a physical copy of the Voter Registration Application or manual count records) showing that the Application was sent to the Client's local election official within five (5) days of completion, as required by 106 CMR § 360.950(B), but in any event, no later than as required by the NVRA, 52 U.S.C. 20506(d); and

- (3) For Clients that engaged in Remote Transactions, checking the answers to BEACON questions, reviewing the Client's case file in BEACON to confirm that voter registration materials were mailed, and reviewing any related narratives and/or any follow up actions taken.
- (ii) At least annually for each Local DTA Office, LOQC staff shall conduct a spot check to ensure that:
- (1) Voter Registration Applications and Voter Preference Forms are included in the pre-assembled packets described in Section Sections III.C.2.b and III.C.3.a above that are distributed to Clients during in-person interviews.
 - (2) Each Local DTA Office has adequate amounts of voter registration materials, based on the assessment of each Local DTA Office and the Statewide NVRA Coordinator of what constitutes an adequate supply, and that Agency Voter Registration Applications are available in comparable numbers to the pre-assembled packets described in Sections III.C.2.b and III.C.3.a above at all locations where client interviews are conducted, including at Case Manager desks, and also at all locations where pre-assembled packets described in Sections III.C.2.b and III.C.3.a above are accessible to Clients or Case Managers.
 - (3) "Register to Vote Here" posters (and other required postings) are observable at the Local DTA Office, and that Voter Registration Applications are available in the waiting room(s) and/or lobbies of each Office.
 - (4) Local DTA Office waiting room(s) and/or lobbies that contain televisions display information explaining how to register to vote at that Office and offering voter registration assistance.

- (iii) If any problems or mistakes in providing voter registration services are found during the LOQC process, including any issues involving individual Case Managers, LOQC staff shall refer such problems or mistakes to the Statewide NVRA Coordinator for appropriate follow up or corrective action with the particular Office or Case Manager. In addition, the Statewide NVRA Coordinator shall ensure that appropriate remedial action is taken with respect to Clients who may not have received required voter registration services.

5. *Additional Quality Control*

- a. DTA shall also do the following:
 - (i) Conduct a survey of at least 20,000 Clients twice during the term of this Agreement, which shall include a question inquiring whether or not Clients received an offer of assistance in registering to vote. The first of these surveys shall be conducted at or about the end of the first year following the implementation of BEACON changes described in **Exhibit B**. The second of these surveys shall be conducted at least one year after the completion of the first survey. Plaintiffs' counsel shall be provided at least seven (7) business days advance notice and an opportunity to review and comment on the survey questions prior to their being finalized.
 - (ii) At each Local DTA Office conducting a monthly reconciliation process described in Section III.F.1.f. above, the Office shall conduct, as part of the reconciliation process, exit interviews of at least fifteen (15) Clients after the completion of in-person Covered Transactions to inquire whether or not each Client received an offer of assistance in registering to vote. The Local NVRA Coordinator or Director or Assistant Director of each DTA Local Office shall take such follow up actions as he or she deems appropriate based on the results of such exit interviews.
- b. The Statewide NVRA Coordinator shall investigate any complaints made by, or on behalf of, Clients regarding voter registration services at Local DTA Offices and follow up and take corrective actions, as appropriate.
- c. The Statewide NVRA Coordinator or other appropriate DTA employee shall take corrective action as DTA deems appropriate when it is determined that a DTA employee or a Local DTA Office is in violation of NVRA or this Agreement.

G. Reporting to Plaintiffs' Counsel

1. *Single Reports*

- a. With the first monthly report described in Section III.G.2 below, DTA shall report to Plaintiffs' counsel the name of the Statewide NVRA Coordinator and the name of each Local NVRA Coordinator.
- b. With the first monthly report preceding the date on which the automatic mailings described in Section III.C.2.c. above commence, DTA shall provide to Plaintiffs' counsel a copy of the BEACON programming and/or related inputs that shall be used to include voter registration materials in the procedures described in Sections III.C.1 through III.C.3 above.

2. Beginning with the first month after the Effective Date, and continuing through and including information about the last month of the term of this Agreement, DTA shall report to Plaintiffs' counsel (in the form of an excel spreadsheet) by the 15th of each succeeding month, and separately for each Local DTA Office, the following:

- a. All of the information listed in Section III.F.1.b. above for the periods specified therein.
- b. The percentage differences identified between manual counts and BEACON counts of filled out Voter Registration Applications, as stated in Section III.F.1.c. above.

3. Beginning from the Effective Date and continuing through and including information about the last quarter of the term of this Agreement, DTA shall report to Plaintiffs' counsel on a quarterly basis:

- a. Changes in the Statewide or Local NVRA Coordinators that occurred during the preceding quarter.
- b. New or different policies or procedures adopted during the term of this Agreement to ensure compliance with NVRA requirements and/or this Agreement.
- c. Identity of Local DTA Offices at which "follow up" activities related to voter registration procedures and/or practices occurred, as described in Sections III.F.1.d. and III.F.1.f. above.

- d. All follow up and/or corrective actions taken by DTA as a result of the reconciliation process, the review of the monthly voter registration data, or for any other reason(s) as described in Sections III.F.1, III.F.2 and III.F.5 above, including any reconciliation reports or spreadsheets summarizing the results of any reconciliation process performed at any Local DTA Office, and the results of all exit interviews conducted as part of the reconciliation process.
 - e. The occurrence and results of quality control tests performed by Document Production during the preceding quarter pursuant to Section III.F.1.3 above, if any.
 - f. The results of any LOQC review described in Section III.F.1.4 above, concerning voter registration and/or compliance with the NVRA and/or this Agreement, as well as any follow up actions determined to be appropriate by the Statewide NVRA Coordinator in response to an LOQC report.
 - g. For any quarter during which the annual survey described in Section III.F.5.a(i) above occurs, the results of each such survey.
4. Consistent with the Massachusetts Fair Information Practices Act and other applicable laws, any data provided to Plaintiffs' counsel under this Section III.G shall exclude all personal data or other identifying information of any Client.

IV. Dismissal and Releases

- A. After the Execution Date, Plaintiffs and DTA shall promptly file a joint motion requesting the Court to enter the [Proposed] Order of Final Judgment, in the form attached as **Exhibit D** to this Agreement.
- B. Plaintiffs fully, finally and forever release, relinquish, discharge, and waive any and all claims against DTA that are asserted or could have been asserted in the Amended Complaint in this Action filed on March 17, 2014 (Doc. 143), or that are based or could be based on Section 7 of the NVRA, from the beginning of time until the end of the term of this Agreement, including any and all claims for injunctive or declaratory relief.

V. Term

- A. This Agreement shall take effect on the Effective Date, and remain in full force and effect for thirty-six (36) months starting on (i) the date on which Plaintiffs' counsel receives written notification from DTA that DTA has implemented the BEACON changes described in **Exhibit B** to this Agreement, or (ii) the Effective Date, whichever is later.

- B. Without affecting the finality of the [Proposed] Order of Final Judgment, the Court shall retain jurisdiction, during the term of this Agreement, to adjudicate noncompliance motions and resolve disputes arising under this Agreement, all under the procedures in Section VI.

VI. Dispute Resolution Procedures

If, at any time during the term of this Agreement, Plaintiffs believe that DTA is not in compliance with any one or more of its obligations under this Agreement, Plaintiffs and DTA will follow the dispute resolution procedures set forth in this Section VI.

- A. Plaintiffs shall notify DTA in writing of any alleged noncompliance with this Agreement and shall request a meeting with DTA for the purpose of attempting to remedy such alleged noncompliance. Plaintiffs and DTA shall meet within thirty (30) calendar days of such notification of such alleged noncompliance.
- B. If Plaintiffs are not satisfied that such alleged noncompliance has been remedied, at any time after sixty (60) calendar days after Plaintiffs notified DTA of such alleged noncompliance, Plaintiffs may file a motion with the Court seeking a judicial determination that DTA is not substantially complying with this Agreement. Within thirty (30) calendar days of the filing of such motion, DTA shall file its response to such motion. If the Court finds that DTA has not substantially complied with this Agreement, it may enter an order consistent with equitable principles, but not an order of contempt, that is designed to achieve DTA's compliance with this Agreement.
- C. If Plaintiffs believe that DTA has not complied with an order entered pursuant to Section VI, Plaintiffs may, after reasonable notice to DTA, move for further relief from the Court to obtain compliance with the Court's prior order.
- D. Notwithstanding anything in this Section VI to the contrary, if Plaintiffs believe that DTA is not substantially complying with any one or more of its obligations under this Agreement within ninety (90) calendar days before the expiration of the term of this Agreement, Plaintiffs may file a noncompliance motion with the Court without following the dispute resolution procedures set forth in this Section VI. Within fourteen (14) calendar days of the filing of such a motion, DTA shall file its response to such motion. Such a motion may include a request for an interim order for the extension of the terms of the specific provisions of this Agreement that Plaintiffs believe that DTA is not substantially complying with pending a ruling on such a motion. If the Court finds that DTA is not in substantial compliance, the Court may, even after the expiration of the term of this Agreement, extend the terms of those provisions of this Agreement as to which DTA is not in substantial compliance for such time as is necessary for DTA to obtain substantial compliance. Except as provided in this Section VI, the term of this Agreement and the Court's jurisdiction over this Agreement shall terminate as provided in Section V.

- E. This Agreement may be enforced only by Plaintiffs. Nothing contained in this Agreement is intended to confer any rights or remedies on any person other than the parties hereto.

VII. Attorneys' Fees and Litigation Expenses and Costs

- A. DTA shall pay to Plaintiffs Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) to compromise and settle Plaintiffs' claims for attorneys' fees and litigation expenses and costs (including, without limitation, expert fees and costs) promptly upon the appropriation of sufficient funds for purposes of settlements and judgments. DTA anticipates that such appropriation will be made no later than July 1, 2015. If such payment is not made by the Effective Date, it shall accrue interest after that date until paid, at the rate of 0.11 percent per annum.
- B. Except as provided in Section VII.D, the payment made by DTA pursuant to Section VII.A constitutes the full compromise and settlement of all claims for attorneys' fees and litigation expenses and costs related to this Action: (i) that Plaintiffs have, as of the Execution Date, against all Defendants in this Action, (ii) that Plaintiffs might have made against DTA for activity occurring after the Execution Date, including without limitation for activity to obtain the [Proposed] Order of Final Judgment, or to monitor the implementation of, and DTA's compliance with, this Agreement, and (iii) that Plaintiffs might have made for activity directly related to settlement negotiations with SOC, EOHHS or MassHealth that are incurred within ninety (90) calendar days after the Execution Date. This Agreement is not an admission or evidence that any Defendant is liable to Plaintiffs for the payment of attorneys' fees and litigation expenses or costs in, or related to, this Action, but rather represents only the compromise and settlement of a disputed claim.
- C. The compromise and settlement of Plaintiffs' claim for attorneys' fees and litigation expenses and costs against DTA shall not establish, or be evidence of: (1) a "reasonable" hourly rate for Plaintiffs' counsel or any other counsel; (2) the "reasonableness" of any legal services or activities performed by Plaintiffs' counsel in this or any other action; or (3) the "reasonableness" of any item of litigation expenses or costs in this or any other action.
- D. If Plaintiffs file a noncompliance motion following the dispute resolution procedures set forth in Section VI and prevail, Plaintiffs shall be entitled to request additional attorneys' fees and litigation expenses and costs related to litigating the claim of noncompliance. Plaintiffs' counsel shall only be considered to have prevailed for purposes of this section if the Court makes a finding of substantial noncompliance under Section VI.B. If Plaintiffs seek attorneys' fees and litigation expenses and costs under this Section VII.D, they shall first submit their request to DTA. If DTA and Plaintiffs cannot agree on the amount to be paid within thirty (30) calendar days following the submission of the request, the dispute shall be submitted to the Court for formal resolution.

VIII. Additional Provisions

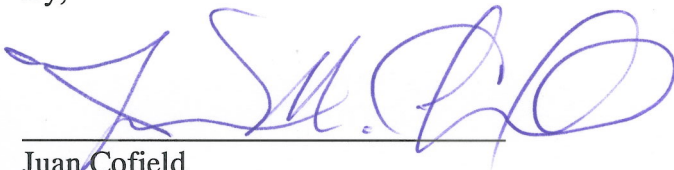
- A. *Confidential Designations:* DTA shall remove confidential designations from and allow public use of numerical data and other agreed-upon items relating to voter registration provided to Plaintiffs in this Action. Such items are: (i) numerical data produced by DTA in the form of BEACON reports, reconciliation reports, and Interrogatory responses; and (ii) information contained in the monthly reports provided to Plaintiffs under the Interim Agreement. The public use of these data and other items applies only to the numerical data and information contained in these items, and not to the items themselves. Plaintiffs shall not disclose entire copies of any such data or items to anyone other than those listed in the Stipulated Protective Order dated August 2, 2012 (Doc. 155).
- B. *Entire Agreement:* This Agreement contains all the agreements, conditions, promises and covenants between Plaintiffs and DTA, and their respective counsel, regarding matters set forth in this Agreement and supersedes all prior or contemporaneous agreements, drafts, representations or understandings, either written or oral, with respect to the subject matter of this Agreement.
- C. *Binding Effect:* Plaintiffs and DTA represent and warrant that they have authority to enter into this Agreement and that this Agreement shall be binding upon, and inure to the benefit of, their successors and assigns. Each of the persons executing this Agreement on behalf of a Plaintiff or DTA represents and warrants that he or she has the authority to do so.
- D. *Written Modification:* Plaintiffs and DTA may not modify any provision of this Agreement, except by written consent of Plaintiffs and DTA. However, the deadlines for submitting data and reports to Plaintiffs pursuant to Section III.G above may be modified by written consent of Plaintiffs and DTA, or their respective counsel.
- E. *Interpretation:* Plaintiffs and DTA have participated in the drafting of this Agreement and, accordingly, any claimed ambiguity shall not be presumptively construed for or against any Plaintiff or DTA.
- F. *Force Majeure:* DTA shall not be subject to any noncompliance motion for failure to perform under this Agreement, and any such failure shall not be considered a breach of or noncompliance with any provision of this Agreement, if such failure results directly from any act of God, riot, war, civil unrest, flood, or earthquake.
- G. *Waiver of Appeals:* Plaintiffs and DTA waive any right to appeal or collaterally attack the [Proposed] Order of Final Judgment, if entered in the same form as **Exhibit D**.

- H. *Execution:* This Agreement may be executed in counterparts, each of which shall constitute an original instrument and all of which together shall constitute one and the same Agreement.
- I. *No Consent Decree:* This Agreement shall not constitute, be construed as, or otherwise be incorporated into a consent decree or other order of the Court.
- J. *If No Entry of Proposed Order by Court:* If the Court does not enter the [Proposed] Order of Final Judgment in the form attached hereto as **Exhibit D**, either Plaintiffs or DTA may determine, in their or its absolute judgment, that this Agreement is null and void and of no force or effect. Such a determination will be effective only if conveyed in writing to the other parties within ten (10) business days of entry of the order of judgment. In that event, nothing herein shall be deemed to prejudice the position of any Plaintiff or DTA with respect to this Action or otherwise, and neither the existence of this Agreement, nor any of its provisions, or any of the negotiations or proceedings leading to this Agreement, shall be admissible in evidence, referred to for any purpose in this Action or in any other litigation or proceeding, or construed as an admission, presumption or concession by any Plaintiff or DTA of any liability or the truth of any of the allegations or defenses raised in this Action.

Plaintiff:

New England Area Conference of the
National Association for the Advancement
of Colored People

By,



Juan Cofield
President

Dated: March 18, 2015

Plaintiff:

New England United for Justice

By,

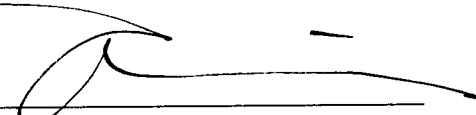
A handwritten signature in black ink, appearing to read "Noemi Ramos", is written over a horizontal line.

Noemi Ramos
Executive Director

Dated: March 18, 2015

Defendant:

Thomas G. Massimo, in his official capacity as Acting Commissioner of the Department of
Transitional Assistance


Thomas G. Massimo

Dated: March 18, 2015

EXHIBIT A

IMPORTANT INFORMATION ABOUT VOTER REGISTRATION

Dear Applicant or Member:

The National Voter Registration Act of 1993 requires DTA to give you the opportunity to register to vote. If you are not a U.S. citizen, you are not eligible to vote and you should not fill out a voter registration application.

To register to vote, fill out the enclosed Massachusetts voter registration application and send it to the local election officials in your city or town, or bring it into a DTA office. **If you have any questions about registering to vote, or if you need help filling out the voter registration application, call the telephone number listed below or speak with a case manager.**

Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Transitional Assistance
1-800-445-6604

EXHIBIT B

In-Person Applications

SCRIPT TO READ TO CLIENT: “The package you received includes voter registration materials. You can also complete a voter registration application in the office today, and DTA will send it to your local election official.”

- BEACON Question 1: Did you provide the voter registration application and voter preference form? Yes/No [hard stop]
 - If Yes, move on to next BEACON script and question.
 - If No, pop-up instructs case manager: “Please provide the voter registration materials. If no materials are available, please notate this in the BEACON Narrative, inform your NVRA coordinator, and mail the voter registration materials to the client as soon as they are available.”

SCRIPT TO READ TO CLIENT: “If you want help filling out the voter registration application, I can help. If you do not want to fill it out now, you can fill out the mail-in application included in your package later. Would you like to register to vote here today? If so, I can provide you with an in-office voter registration application to fill out.”

IMPORTANT: If the client wishes to register to vote in the office, please distribute the *Massachusetts Official Voter Registration Form* and make sure to offer assistance in completing the form.

- BEACON Question 2: Did you offer assistance to the client? Yes/No [hard stop]
 - If Yes, move on to next BEACON script and question.
 - If No, pop-up instructs case manager: “Please read assistance script to the client.” [case manager cannot continue until “yes” is clicked]
- BEACON Question 3: Did the client complete the *Massachusetts Official Voter Registration Form* in the office? Yes/No [hard stop]
 - If Yes, pop-up instructs case manager: “Please review the voter registration application for completeness and signature. The party enrollment/designation need not be completed. Submit to the office clerk for mailing.”
 - If No, pop-up instructs case manager: “No further action is needed.”

EXHIBIT B

In-Person Recertifications

SCRIPT TO READ TO CLIENT: “The package you received from us included voter registration materials. If you want to register to vote today, you can also complete a voter registration application in the office, and DTA will send it to your local election official.”

- BEACON Question 1: Did you inform the client that a voter registration application and a voter preference form/letter were mailed and, if necessary, offer another? Yes/No [hard stop]
 - If Yes, pop-up instructs case manager: “If the client wants to register and requested a voter registration application, please provide one now. If no materials are available, please notate this in the BEACON Narrative, inform your NVRA coordinator, and mail the voter registration materials to the client as soon as they are available.”
 - If No, pop-up instructs case manager: “Please read voter registration materials script to the client.” [case manager cannot continue until “yes” is clicked]

SCRIPT TO READ TO CLIENT: “If you want help filling out the voter registration application, I can help. If you do not want to fill it out now, I can give you another mail-in application. Would you like to register to vote here today? If so, I can provide you with an in-office voter registration application to fill out.”

- **IMPORTANT:** If the client wishes to register to vote in the office, please distribute the *Massachusetts Official Voter Registration Form* and make sure to offer assistance in completing the form.
- BEACON Question 2: Did you offer assistance to the client? Yes/No [hard stop]
 - If Yes, move on to next BEACON script and question.
 - If No, pop-up instructs case manager: “Please read assistance script to the client.” [case manager cannot continue until “yes” is clicked]
- BEACON Question 3: Did the client complete the *Massachusetts Official Voter Registration Form* in the office? Yes/No [hard stop]
 - If Yes, pop-up instructs case manager: “Please review the voter registration application for completeness and signature. The party enrollment/designation need not be completed. Submit to the office clerk for mailing.”
 - If No, pop-up instructs case manager: “No further action is needed unless the client requested a mail-in voter registration application.”

EXHIBIT B

Remote SNAP Recertifications

SCRIPT TO READ TO CLIENT: “The package that you received from DTA included voter registration materials. If you do not have the materials and would like to register to vote, I can mail them to you.”

- BEACON Question 1: Did you inform the client that a voter registration application and voter preference form were mailed and, if necessary, offer another? Yes/No [hard stop]
 - If Yes, pop up instructs case manager: “If the client wants more voter registration materials, please promptly mail them and notate this in the BEACON Narrative. If no materials are available, please notate this in the BEACON Narrative, inform your NVRA coordinator, and mail the voter registration materials to the client as soon as they are available.
 - If No, pop-up instructs case manager: “Please read voter registration materials script to client.” [case manager cannot continue until “yes” is clicked]

SCRIPT TO READ TO CLIENT: “To register to vote, you must fill out the voter registration application and send it to your city or town’s election official. If you bring a completed application to a DTA office, we will send it for you. If you would like help filling out the voter registration application, I can help.”

- BEACON Question 2: Did you offer assistance to the client? Yes/No [hard stop]
 - If Yes, end of voter registration prompts.
 - If No, pop-up instructs case manager: “Please read assistance script to the client.” [case manager cannot continue until “yes” is clicked]

EXHIBIT B

Remote SNAP Applications

SCRIPT TO READ TO CLIENT: “You should have received or will receive voter registration materials from DTA. If you do not have them, and would like to register to vote, I can mail them to you.”

- BEACON Question 1: Did you inform the client that voter registration materials were mailed or will be mailed and, if necessary, offer another? Yes/No [hard stop]
 - If Yes, pop up instructs case manager: “If the client wants more voter registration materials, please promptly mail them and notate this in the BEACON Narrative. If no materials are available, please notate this in the BEACON Narrative, inform your NVRA coordinator, and mail the voter registration materials to the client as soon as they are available.
 - If No, “pop up instructs case manager: “Please read voter registration materials script to client.” [case manager cannot continue until “yes” is clicked]

SCRIPT TO READ TO CLIENT: “To register to vote, you must fill out the voter registration application and send it to your city or town’s election official. If you bring a completed application to a DTA office, we will send it for you. If you would like help filling out the voter registration application, I can help you – either now or once you have received the voter registration materials in the mail.”

- BEACON Question 2: Did you offer assistance to the client? Yes/No [hard stop]
 - If Yes, end of voter registration prompts.
 - If No, pop-up instructs case manager: “Please read assistance script to the client.” [case manager cannot continue until “yes” is clicked]

EXHIBIT C

Topics to be Included in NVRA Training

About the National Voter Registration Act

- Why Congress enacted the NVRA.
- The role of DTA and other Public Assistance Agencies under the NVRA.
- The relationship between DTA's mission of providing public assistance benefits and provision of voter registration services, including the fact that DTA may be a client's only way to easily access voter registration services.
- The impact of providing voter registration services through DTA.
- The statutory requirements of the NVRA.

Roles of Different DTA Employees in Providing Voter Registration Services Including Office Directors, Assistant Directors, NVRA Coordinators, Supervisors, Case Managers, and Clerks.

Voter Registration Procedures

- Availability of voter registration materials in Local DTA Office lobbies and/or waiting rooms.
- All aspects of the BEACON workflow (shown in Exhibit B) and provision of voter registration services to Clients as set forth in this Agreement, including, but not limited to:
 - Distribution of voter registration materials
 - The distribution procedures of voter registration materials for various types of Covered Transactions as set forth in this Agreement.
 - The need to have Agency Voter Registration Applications available at: Case Manager desks; other locations where Client interviews will be conducted; and all locations where pre-assembled packets of voter registration materials are located.
 - Voter registration assistance procedures
 - Provision of assistance in accordance with BEACON workflow.
 - That Clients can send Mail-in Voter Registration Applications directly to local election officials, or physically hand them (or Agency Voter Registration Applications) in at a Local DTA Office to be transmitted to local election officials.
 - That filled out Agency Voter Registration Applications that are submitted in-office should be checked for completeness, including at least the following fields: name, date, date of birth, address(es), identification number, eligibility confirmation, and Client signature.
 - Transmittal of filled-out voter registration applications in accordance with the NVRA, DTA regulations, and this Agreement.

Voter Registration Materials and Supplies: In particular, the need for a two (2) month supply of voter registration materials at all Local DTA Offices.

Oversight

- The rationale for oversight, including that oversight and quality control help ensure that voter registration services are provided by DTA as required under the NVRA.
- Types of oversight.

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

_____)	
NAACP-NEW ENGLAND AREA)	
CONFERENCE, et al.,)	
)	
Plaintiffs,)	
)	Civil Action No. 1:12-cv-10872-DJC
v.)	
)	
WILLIAM F. GALVIN, et al.,)	
)	
Defendants.)	
_____)	

**[PROPOSED] ORDER OF FINAL JUDGMENT ONLY AS TO CLAIMS ASSERTED
AGAINST DEFENDANT MASSACHUSETTS DEPARTMENT OF TRANSITIONAL
ASSISTANCE**

Pursuant to Fed. R. Civ. P. 41(a)(2), 54(b), and 58(a), and based on the Settlement Agreement by and between plaintiffs New England Area Conference of the National Association for the Advancement of Colored People and New England United for Justice (collectively, “Plaintiffs”) and defendant Thomas G. Massimo, in his official capacity as Acting Commissioner of the Massachusetts Department of Transitional Assistance (“DTA”), the Court directs an entry of final judgment dismissing with prejudice only Plaintiffs’ claims asserted against DTA. This action will continue as to all of Plaintiffs’ claims asserted against defendants William F. Galvin, in his official capacity as Secretary of the Commonwealth of Massachusetts; Marylou Sudders, in her official capacity as Secretary of the Executive Office of Health and Human Services; and Daniel Tsai, in his official capacity as Director of the Office of Medicaid.

In light of the desire of Plaintiffs and DTA to promptly implement the provisions of the Settlement Agreement, the Court expressly determines that, pursuant to Fed. R. Civ. P. 54(b), there is no just reason for delay in entering this Order of Final Judgment.

As provided in Section V.B. of the Settlement Agreement, and without affecting the finality of this Order of Final Judgment, this Court shall retain jurisdiction, during the term of the Settlement Agreement, to adjudicate noncompliance motions and resolve disputes arising under the Settlement Agreement, all under the procedures set forth in Section VI therein.

Pursuant to Fed. R. Civ. P. 58(b)(2), the Court hereby approves the form of this Order of Final Judgment and directs the Clerk to promptly enter it.

Denise J. Casper
United States District Judge

Dated: _____, 2015

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

NAACP-NEW ENGLAND AREA
CONFERENCE, et al.,

Plaintiffs,

v.

WILLIAM F. GALVIN, et al.,

Defendants.

)
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) Civil Action No. 1:12-cv-10872-DJC
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Denise J. Casper
United States District Judge

Dated: _____, 2015