

AGREEMENT

Pursuant to 52 U.S.C. § 20510, the New Jersey State Conference of the National Association for the Advancement of Colored People ("New Jersey NAACP") alleged violations of Section 7 of the National Voter Registration Act ("NVRA"), 52 U.S.C. § 20506 et seq. by the New Jersey Department of Human Services ("DHS"). Section 7 requires that a public assistance agency must provide Clients with a Voter Preference Form (as defined below), a voter registration application unless the Client declines in writing, and assistance in completing a voter registration application with each initial application, renewal, or change of address transaction. New Jersey NAACP alleged that two of DHS's divisions, the Division of Family Development ("DFD") and the Division of Medical Assistance and Health Services ("DMAHS") failed to provide voter registration services with *each* initial application, renewal, and change of address transaction while providing various Public Assistance Benefits such as Supplemental Nutrition Assistance Program ("SNAP"), Temporary Assistance to Needy Families ("TANF"), and Medicaid. Specifically, New Jersey NAACP alleged that DHS failed to provide a voter registration application to Clients who did not decline in writing, failed to ask Clients about voter registration or provide required disclosures, failed to provide voter registration services during transactions that occurred remotely or outside the office, and failed to provide assistance in completing the voter registration form.

Although disputing the allegations, the New Jersey Division of Elections ("Division of Elections") and DHS expressed a desire to ensure on-going compliance with Section 7 of the NVRA. Thereafter, counsel for the New Jersey NAACP, the Division of Elections and DHS entered into negotiations to ensure sustained compliance with Section 7 of the NVRA. This Agreement sets forth practices and procedures to ensure that each time a Client applies for, renews, or submits a change of address in conjunction with his or her Public Assistance Benefits, whether in person or remotely, he or she will be provided with a voter preference form (as defined below), a voter registration application unless the Client declines in writing, and assistance in completing the voter registration form. Moreover, this Agreement provides for monitoring and oversight to ensure compliance with Section 7 of the NVRA. In consideration of the New Jersey NAACP's agreement not to sue and the waiver of any claim for attorneys' fees or costs incurred in connection with the negotiation, implementation, and monitoring of this Agreement, the Division of Elections and DHS, and their successors and assignees, agree to implement and maintain the procedures detailed in this Agreement.

I. DEFINITIONS

A. "Client" means any individual who is applying for or receiving Public Assistance Benefits administered by the New Jersey Department of Human Services' ("DHS") Division of Medical Assistance and Health Services ("DMAHS") or Division of Family Development ("DFD").

B. "Covered Transaction" means each time a Client applies for Public Assistance Benefits, renews or recertifies for Public Assistance Benefits, or submits a change of address, whether in-person, or via the telephone, facsimile, mail, or electronically.

C. "Division of Elections" means the unit or entity that is responsible for the obligations of the Chief Election Official as set forth under Section 10 of the National Voter Registration Act ("NVRA"), 52 U.S.C. § 20509.

D. "Local Election Official" means either the Superintendent of Elections or the County Board of Elections as defined by N.J.S.A. 19:1-1.

E. "Office" means any office conducting a Covered Transaction for a DMAHS or DFD Client whether in person or remotely, including, but not limited to, municipal and county welfare agencies.

F. "Frontline Staff Person" means any person who is responsible for interacting with individuals regarding the provision of DMAHS or DFD Public Assistance Benefits and/or is responsible for interacting with Clients at point of entry.

G. "Public Assistance Benefits" means those benefits available under various programs administered by DMAHS and DFD, including NJ SNAP, WorkFirst NJ, General Assistance, and Medicaid.

H. "Voter Preference Form" means the form, often referred to as a "declination form," that is required pursuant to Section 7 of the NVRA, 52 U.S.C. § 20506(a)(6)(B).

I. "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?"

J. "Voter Registration Application" means the mail-in New Jersey voter registration application form that is pre-coded to reflect that it originated from a public assistance agency.

II. STAFFING

A. *Division NVRA Liaisons.* DMAHS and DFD shall each designate a "Division NVRA Liaison" to ensure implementation of voter registration services for Public Assistance Benefits administered by any Offices. The Division NVRA Liaison shall monitor their Division's compliance with Section 7 of the NVRA statewide and assist Offices in identifying and solving problems as they arise. This need not be a full-time position or require the hiring of new/additional staff. In the event the Division NVRA Liaison position becomes vacant, the position shall be filled within 30 days after the vacancy occurs. DMAHS and DFD may appoint "acting Division NVRA Liaisons" in order to comply with this requirement. Each Division NVRA Liaison's responsibilities shall include:

1. Familiarity with all voter registration requirements, procedures, and materials such that (s)he is qualified and prepared to assist Local NVRA Liaisons (defined

below) and other agency personnel with questions or challenges related to the agency's administration of NVRA compliant voter registration services;

2. Maintaining an up-to-date list of Local NVRA Liaisons, and working with the county offices for designation of a Local NVRA Liaison when a vacancy occurs;

3. Coordinating and overseeing compliance with the requirements of Section 7 of the NVRA and the provisions of this Agreement, including requirements related to supplies, training, procedures, oversight, and reporting, as detailed below in this Agreement. The coordination responsibilities shall involve regular communication with the Division of Elections and the Local NVRA Liaisons; and

4. Providing every Local NVRA Liaison, by December 31 of each year, with a complete list of voter registration deadlines for federal elections for the coming year received from the Division of Elections and distributing promptly, throughout the year, any supplemental lists of additional registration deadlines for federal elections received from the Division of Elections.

B. Local NVRA Liaisons. Each local Office shall designate a "Local NVRA Liaison" to ensure implementation of and compliance with Section 7 of the NVRA and this Agreement. This need not be a full-time position or require the hiring of new/additional staff. In the event any Local NVRA Liaison position becomes vacant, the position shall be filled within 30 days after the vacancy occurs. DMAHS and DFD may appoint "acting Local NVRA Liaisons" in order to comply with this requirement. Each Local NVRA Liaison's responsibilities shall include:

1. Reading and understanding all voter registration requirements, procedures, and materials as applicable to his or her Office(s);

2. Coordinating and overseeing implementation and compliance with the requirements of Section 7 of the NVRA and the provisions of this Agreement by his or her Office(s);

3. Answering questions from the public relating to voter registration services provided by his or her Office(s); and

4. Compiling and transmitting all data for the quarterly reports to the Division NVRA Liaisons.

C. Division of Elections. The Division of Elections shall designate a "Statewide NVRA Coordinator" to ensure implementation of Section 7 of the NVRA, to monitor statewide compliance with Section 7 of the NVRA and this Agreement, and to assist in identifying and solving NVRA compliance problems as they arise. This need not be a full-time position, or require the hiring of new/additional staff. In the event the Statewide NVRA Coordinator position becomes vacant, the Division of Elections shall appoint a person to fill the position no later than 30 business days after the vacancy occurs. The Statewide NVRA Coordinator's responsibilities shall include:

1. Providing support and guidance (including technical expertise) to DMAHS and DFD, including the Division NVRA Liaisons, to assist them in identifying what is required to implement and comply with Section 7 of the NVRA and the provisions of this Agreement;
2. Providing training to Local Election Officials as detailed in Section IV below;
3. Monitoring and oversight of the NVRA and provisions of this Agreement as detailed in Sections VI below;
4. Conducting timely review of reports related to voter registration by the Divisions;
5. Reporting of suspected or known compliance problems by a particular Office to the Division NVRA Liaisons; and
6. Providing the Division NVRA Liaisons with a complete list of known voter registration deadlines for federal and State elections for the coming year by December 20 of each year and supplemental lists of additional registration deadlines for federal elections if necessary.

III. VOTER REGISTRATION APPLICATIONS AND OFFICE FORMS

A. The Division of Elections shall continue to provide pre-coded Voter Registration Applications to DMAHS and DFD. The Division of Elections shall provide or make available, in hardcopy or electronically as needed, Voter Registration Applications to the Offices.

B. DMAHS shall incorporate a Voter Registration Application and a Voter Preference Form into any application, renewal/recertification, or change of address request form(s) so that any time an individual obtains an application, renewal/recertification, or change of address form, the individual is also given a Voter Registration Application and Voter Preference Form at the same time.

IV. TRAINING

A. *DMAHS and DFD Training Program.* DMAHS and DFD shall conduct a training program about the requirements of the NVRA as follows:

1. Each Local NVRA Liaison, Frontline Staff Person, and supervisor of Frontline Staff Persons at Offices will be required to have completed the NVRA training program within 60 days of this Agreement if he or she has not already completed the NVRA training in this calendar year, and thereafter, every two years. Any Local NVRA Liaison, Frontline Staff Person, and supervisor of Frontline Staff Persons on annual, sick or other leave at

the time when annual training is scheduled shall be trained within 60 days after their return to active work status if he or she has not already completed the training;

2. A new Frontline Staff Person or supervisor of a Frontline Staff Person at an Office shall be required to obtain the training within 60 business days of hire, measured from the employee's start date, or before the Staff Person's first unsupervised interaction with Client involving a Covered Transaction, whichever date is sooner; and

3. Local NVRA Liaisons shall be available to answer questions from Frontline Staff Persons after required trainings and on an ongoing basis.

B. Elections Training Program

1. The Division of Elections shall train Local Election Officials that entries within the state voter registration database must include the numerical code on a voter registration application to indicate the source of that voter registration application; and

2. Pursuant to 52 U.S.C. § 20507(i)(1), the Division of Elections shall train Local Election Officials to redact or otherwise not disclose records that relate to a declination to register to vote or to identify the voter registration agency through which any particular voter was registered.

V. PROCEDURES

A. Conforming Agency Policies. Any and all written DFD or DMAHS policies that govern Frontline Staff Person procedures or reference voter registration shall be reviewed and modified to incorporate the terms of this Agreement within 90 days of execution of this Agreement.

B. Proper Maintenance and Availability of Voter Registration Materials.

1. DMAHS and DFD shall ensure that Offices maintain a sufficient number of Voter Registration Applications and Voter Preference Forms required to fulfill their voter registration responsibilities.

2. The Division of Elections shall provide Voter Registration Applications to DMAHS and DFD that are pre-coded to indicate they originated from a public assistance office prior to distribution to Clients or other members of the public.

C. Distribution of Forms.

1. DFD and DMHAS shall distribute a Voter Registration Application and a Voter Preference Form with each Covered Transaction, except in cases where a Client

declines in writing by choosing "No" or "No, I am already registered to vote at my current address" in response to the Voter Preference Question.

2. DMAHS shall distribute with each Covered Transaction a Voter Preference Form and Voter Registration Application as described in Section III.B above.

D. In Office Procedures.

1. **DFD.** While interacting with Clients in conducting Covered Transactions, DFD Frontline Staff Persons shall simultaneously use DFD's computerized case management system to enter the Client's response, or the lack thereof, to the Voter Preference Question provided on the Voter Preference Form. This provision shall not prohibit an Office from directing Clients to kiosks to complete online applications or from affording Clients the option to complete paper applications for Public Assistance Benefits rather than waiting to interact with Frontline Staff Persons.

2. **DMAHS.** The Voter Registration Application and Voter Preference Form shall be distributed by DMAHS to Clients conducting in-person Covered Transactions pursuant to Section III.B.

3. If the Client has indicated on the Voter Preference Form that (s)he wishes to register to vote, the DMAHS/DFD Frontline Staff Person will:

- a. provide a Voter Registration Application if the Client has not received one with his or her paperwork;
- b. provide the Client the opportunity to fill out the Voter Registration Application immediately, if the Client has not done so already; and
- c. provide equal assistance in completing the Voter Registration Application, as described in V.G below.

4. If the Client does not provide a response on the Voter Preference Form, the Frontline Staff Person will:

- a. ask the Client to mark a response to the Voter Preference Question;
- b. if the Client does not wish to complete the Voter Preference Form, the worker will check the "Refused to Sign" box and give the Client a Voter Registration Application if the Client has not already received one;
- c. if the Client marks that (s)he wishes to register to vote, follow the procedures in subsection V.D.3 above.

E. Remote Transactions. Voter registration services shall be integrated into the procedures for processing Covered Transactions that occur from outside the Office. Such remote Covered Transactions include, without limitation, those occurring by telephone, facsimile, mail, electronically, or via the Internet.

1. *Mail.* A Voter Registration Application and Voter Preference Form shall be included in any benefits application, renewal/recertification package, or change of address package mailed or transmitted by DMAHS and DFD to the Client;

2. *Changes of Address.* For all changes of address reported remotely, DMAHS/DFD shall automatically mail a Voter Registration Application and Voter Preference Form to the Client's new address once the new address is verified. If the client comes into the office as part of the address change process, DFD/DMHAS shall follow the provisions outlined in Section V(D) of this Agreement.

3. *Online Covered Transactions.*

a. Within 60 days from the date this Agreement is executed, DMAHS and DFD shall include the Voter Preference Form and a Voter Registration Application as part of any downloadable Public Assistance Benefits applications, any downloadable renewal or recertification forms, or any downloadable change of address forms.

b. DMAHS and DFD shall also include the Voter Preference Form on all online forms or web portals through which Clients may electronically apply for Public Assistance Benefits or seek recertification, renewal, or report a change of address. If the online Voter Preference Question does not contain a "hard stop" requiring the Client to select either a 'yes,' "no," or "no, I'm already registered at my current address" response before continuing with the transaction, DMAHS and DFD shall automatically mail a Voter Registration Application to Clients who respond "yes" or who fail to answer the Voter Preference Question. If the Client selects "yes" the Client will be provided a link at which the Client may download a pre-coded Voter Registration Application. The Client will also either be given the opportunity to check a box to indicate that the Client would prefer that a Voter Registration Application be mailed to him or her, or DMHAS and DFD shall automatically mail a Voter Registration Application to the Client with the first mailing regardless of the client's response to the Voter Preference Question. DMAHS will mail, with the first mailing (which shall take place no later than 15 days after the online transaction), a pre-coded Voter Registration Application to any Client who checks the box requesting that a Voter Registration Application be mailed or who fails to answer the Voter Preference Question. DFD will mail, with the first mailing (which shall take place no later than 15 days after the

online transaction), a pre-coded Voter Registration Application to any Client who engaged in an online covered transaction.

4. *Telephone Covered Transactions.* Clients initiating a Covered Transaction entirely by telephone shall automatically be mailed a Voter Preference Form and a pre-coded Voter Registration Application with the first mailing from DMAHS/DFD (which shall take place within 15 days after the telephone transaction).

F. *Telephone Interviews.* If a Client interview is conducted by telephone after an application or recertification/renewal has been submitted:

1. *DFD.* DFD Frontline Staff Persons shall enter into the computerized case management system the Client's response to the Voter Preference Question on the previously submitted forms.

a. If the Client has indicated that (s)he wishes to register to vote or has failed to answer the Voter Preference Question, or if the Voter Preference Form is not included with the submitted materials, the worker will ensure that the Client is mailed a pre-coded Voter Registration Application with the first mailing (which shall occur no later than five business days after the telephone interview).

G. *Equal Assistance.* Frontline Staff Persons will provide Clients who have indicated on the Voter Preference Form that they wish to register to vote or to change their address for voter registration purposes with the same degree of assistance in filling out Voter Registration Applications as they would for filling out one of the agency's own forms, including language assistance, unless the Client refuses such assistance.

For in-person Covered Transactions, Frontline Staff Persons shall respond to any questions from the Client, examine the Client's filled-out Voter Registration Application for basic completeness and signature, and ask the Client to complete any piece that is obviously missing.

H. *Transmittal of Voter Registration Applications.* DMAHS and DFD employees shall transmit all filled-out Voter Registration Applications collected by the agency weekly to the Local Election Official or the Division of Elections, ensuring that all applications are transmitted within seven days of receipt. However, if the application is accepted within five days of the deadline for voter registration before an election, DMAHS and DFD employees shall ensure that all applications are transmitted within five days of receipt. Pursuant to 52 U.S.C. § 20507(a)(1)(C), Voter Registration Applications collected by DMAHS and DFD at any time up to the official close of voter registration for any given federal election shall be deemed timely and, when transmitted according to the procedure above, shall be treated as a Voter Registration Application filed with the Local Election Officials in advance of the deadline. DMAHS and DFD shall transmit all applications to Local Election Officials within the specified time frame, regardless of completeness.

I. Corrective Action. If a DMAHS or DFD employee determines, at any point, that a Client did not receive a Voter Registration Application as required under Section 7 of the NVRA or this Agreement, the employee shall immediately provide, in-person or by mail a Voter Registration Application to the Client.

J. Maintenance of Voter Preference Question Responses. All responses to the Voter Preference Question will be maintained in a central file for twenty-two months following the next federal election.

VI. OVERSIGHT

A. On a quarterly basis, DMAHS and DFD shall provide to the Division of Elections a report containing the following data, aggregated by County and month, for the preceding quarter:

1. The number of Voter Registration Applications transmitted to the Local Election Officials.
2. The number of responses to the Voter Preference Question by type ("Yes," "No," "No, I'm already registered to vote at my current address" and "Refused to Sign").

B. On a quarterly basis, the Division of Elections shall provide to NAACP Counsel, DMAHS, and DFD a report containing the following categories of voter registration activity, aggregated by County and month:

1. The total number of Voter Registration Applications received that are coded to reflect that they originated from a public assistance agency;
2. The number of Voter Registration Applications received that are coded to reflect that they originated from a public assistance agency that resulted in new voter registrations;
3. The number of Voter Registration Applications received that are coded to reflect that they originated from a public assistance agency that resulted in updates to existing voter registrations;
4. The number of Voter Registration Applications received that are coded to reflect that they originated from a public assistance agency that resulted in duplicate voter registrations; and
5. The number of Voter Registration Applications received that are coded to reflect that they originated from a public assistance agency that resulted in invalid or rejected voter registrations.

C. The required quarterly reports from DMAHS and DFD as described in Section VI.A shall be provided to the Division of Elections on or before February 15, May 15, and August 15, and November 15, of each year beginning with the first of these months after execution of this

Agreement and thereafter until the expiration of this Agreement. The Division of Elections shall provide the reports from DMAHS and DFD as described in Section VI.A and its own reports as described in Section VI.B to NAACP Counsel and to DMAHS and DFD on or before two weeks upon receiving reports from DMAHS and DFD beginning upon execution of this Agreement and thereafter until the expiration of this Agreement. Notwithstanding the expiration of this Agreement, this reporting requirement will include information about the last quarter of the Agreement. If any of these dates falls on a weekend or holiday, these reports shall be provided on the next business day thereafter. The reports shall be submitted in Excel spreadsheet format or a format that can be easily converted to Excel.

D. DMAHS and DFD Performance-Related Follow-up. Beginning in the second quarter after the execution of this Agreement, the DMAHS and DFD NVRA Liaisons shall review the reports detailed in Sections VII.A and VII.B and identify, for a follow-up phone call or meeting, Offices demonstrating potential noncompliance. Below is a non-exhaustive list of what might trigger selection for a follow-up meeting:

1. Unusually low registration numbers as compared previous reporting periods or to the rates of other comparable counties in the state;
2. Information obtained from a site visit, any other auditing procedure, office managers or supervisors, or other appropriate sources indicating problems in the provision of voter registration services; and
3. A complaint from the public regarding the provision of voter registration.

E. Site Visits. DMAHS and DFD staff shall conduct periodic site visits of the Offices to monitor NVRA compliance. There shall be a minimum of eight site visits per year across the State. For each site visit, DMAHS and DFD staff shall review the following:

1. Sufficient supply of Voter Registration Applications;
2. Distribution of Voter Registration Applications for each Covered Transaction;
3. Distribution of Voter Preference Form for each Covered Transaction;
4. Recording of Client responses to the Voter Preference Question in the case management system for DFD;
5. Offering of assistance with voter registration with each Covered Transaction;
6. Collecting filled-out Voter Registration Applications during each Covered Transaction, when applicable; and
7. The procedure for transmitted filled-out Voter Registration Applications in a timely manner to appropriate election officials.

F. Corrective Action. DMAHS and DFD shall ensure that any complaints made by the public regarding the provision of voter registration by an Office shall be forwarded to the affected Office and also forwarded to the Division NVRA Liaison and to the Division of Elections. If a DMAHS or DFD staff member determines, at any point, that a Client did not receive a Voter Registration Application or Voter Preference Form as required by this Agreement, the staff member shall notify the relevant Local NVRA Liaison immediately. After receiving such notification, the Local NVRA Liaison shall send a mailing to the Client including a Voter Registration Application and Voter Preference Form.

VII. REPORTING TO NAACP COUNSEL

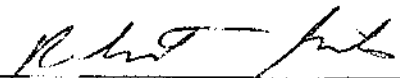
A. All reporting to NAACP Counsel shall be electronic, communicated by email and all data shall be in either Microsoft Excel or Word format, unless otherwise agreed to by the parties to this Agreement.

VIII. TERM & ENFORCEMENT OF AGREEMENT. This Agreement shall become effective on the date of execution and shall remain in effect until December 31, 2018. If Counsel for the New Jersey NAACP conclude that the Division of Elections, DMAHS, or DFD is in breach of this Agreement, written notice shall be provided. The Division of Elections, DMAHS, or DFD shall have 45 days to respond and take action to cure the asserted breach. If there is no response to the notice or action to cure the asserted breach by the end of the 45 days, the New Jersey NAACP may file an action to enforce this Agreement.

IX. PRESS RELEASE. Any initial press release by the NAACP announcing this Agreement shall be approved by all Parties. The NAACP shall send any proposed press release by electronic mail to counsel for the State, Deputy Attorney General Gerard Hughes. If the State does not object to a proposed press release within five business days of receipt from the NAACP, then the proposed press release will be deemed approved.

X. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterpart originals and copies and facsimiles shall be considered originals.

XI. 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.



Robert Giles
Director
New Jersey Division of Elections

6/22/14
Date

Elizabeth Connolly
Acting Commissioner
New Jersey Department of Human Services

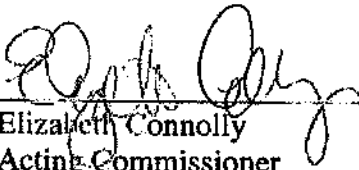
Date

Richard T. Smith
President
New Jersey State Conference NAACP

Date

Robert Giles
Director
New Jersey Division of Elections

Date


Elizabeth Connolly
Acting Commissioner
New Jersey Department of Human Services

6/28/14
Date

Richard T. Smith
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New Jersey State Conference NAACP

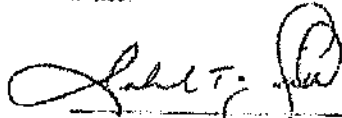
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06.27.2016

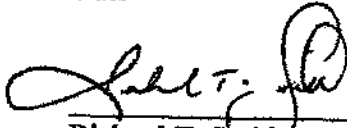
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06.27.2016

Date