

## **MEMORANDUM OF UNDERSTANDING**

### **I. INTRODUCTION**

In November of 2019, Loud Light, Demos, the ACLU, and the ACLU of Kansas reached out to Kansas officials to express concern about the State's compliance with the National Voter Registration Act, 52 U.S.C. § 20501 *et. seq.* Governor Kelly's office and the Kansas Department for Children and Families ("the Agency" or "DCF") immediately recognized the opportunity to improve DCF's voter registration services and began to work collaboratively with Loud Light and its counsel (Demos, ACLU and ACLU-KS, or "Counsel") to improve its policies and procedures.

This document details improvements to voter registration services – both improvements that are in process as well as already completed – and in so doing resolves Loud Light's concerns without the need for litigation. In consideration of Loud Light's agreement not to sue during its term and the waiver of any claim for attorneys' fees or costs incurred in connection with the negotiation, implementation, and monitoring of this Memorandum of Understanding ("MOU"), DCF and the Governor agree to implement and maintain the procedures and practices outlined in this MOU. Provided, however, that nothing in this MOU shall be construed, in the event of a breach of this MOU by DCF or the Governor, to prevent Loud Light from bringing a lawsuit pursuant to Section 7 of the NVRA, 52 U.S.C. § 20506 or Kan. Stat. Ann. § 25-2303(c)-(e), or any other applicable federal or state law; or to prevent Loud Light from pursuing attorneys' fees and costs as permitted by 52 U.S.C. § 20510 (provided that Loud Light does not seek any attorneys' fees for time spent negotiating, implementing, or monitoring this MOU as noted above).

### **II. DEFINITIONS**

- A. "Agency-specific voter registration application" means a Kansas voter registration application pre-coded in a manner that enables the form to be tracked back to a specific agency but cannot be easily identified as originating at that agency by a member of the public.
- B. "Client" means any individual who is applying for or receiving public assistance benefits through or from DCF.
- C. "Completed," when referring to a voter registration application or other form, means filled out to some degree; it does not mean "finished," that each and every field contains the designated information, or that the information contained is sufficient for full processing.
- D. "DCF Service Centers" means all DCF offices in Kansas communities through which individuals may apply for public assistance benefits, renew or recertify their public assistance benefits, or change their address with regard to the receipt of public assistance benefits.

- E. “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, online or through other electronic means. 52 U.S.C. § 20506(a)(6)(A).
- F. “DCF” means the Kansas Department for Children and Families and includes, without limitation, its offices, agents and employees.
- G. “DCF employee” or “frontline staff person” means an employee of DCF who has responsibilities regarding Section 7 of the National Voter Registration Act, 52 U.S.C. § 20506, and/or state implementing statutes and regulations, Kan. Stat. Ann. § 25-2303(c)-(e), including, without limitation, those who are responsible for interacting with individuals regarding the provision of public assistance benefits, those who are responsible for interacting with clients at point of entry, the supervisors of such employees, and NVRA coordinators.
- H. “DCF EES Region” means a collection of DCF offices overseen by a single Economic & Employment Services (EES) Program Administrator and monitored by a single Regional NVRA Coordinator. There are currently four DCF EES Regions, but this number may change over time.
- I. “Kansas Eligibility and Enforcement System” or “KEES” is the joint eligibility system shared by DCF and the Kansas Department of Health and Environment (“KDHE”).
- J. “KEES voter registration event” means an event that triggers an automatic mailing of a voter registration application and cover letter from the KEES system. This could be a single “yes” or blank response to a Voter Preference Question (VPQ) or it could be an aggregation of more than one response over the course of a single calendar week.
- K. “Public assistance benefits” means those benefits available under various programs administered by DCF, including, without limitation, Supplemental Nutrition Assistance Program (“SNAP”), Temporary Assistance for Needy Families (“TANF”), child care assistance, and Low Income Energy Assistance Program (“LIEAP”).
- L. “Transmittal forms” are cover sheets that are appended to any completed voter registration applications forwarded to county elections officials that include the total number of voter registration applicants, the date of submission, and the name of the service center making the submission.
- M. “Voter Preference Question” or “VPQ” means the following question, mandated by Section 7 of the NVRA, 52 U.S.C. § 20506(a)(6)(B): “If you are not registered to vote where you live now, would you like to register to vote here today?”

- N. “Voter registration application” means the written, mail-in voter registration application form described in Section 9 of the NVRA, 52 U.S.C. § 20508, or the equivalent Kansas voter registration application form.
- O. “Voter registration information” means the VPQ or its equivalent and the related details about voter registration at DCF that the NVRA requires DCF to provide to its clients as part of a covered transaction.

### **III. REMEDIATION and UPDATES TO DCF VOTER REGISTRATION POLICIES**

#### **A. REMEDIAL MAILINGS**

As part of an agreed remediation strategy and to display good faith, the Kansas Department for Children and Families (DCF) mailed voter registration applications to 150,512 applicants and clients. While there were some applicants and clients who received public assistance from both DCF and KDHE who would be covered by DCF’s remediation, there were some applicants and clients unique to KDHE, so KDHE sent additional 127,255 voter registration applications to unduplicated applicants and clients in September 2020.

#### **B. POLICIES**

DCF has updated its official voter registration policies as outlined in KEESM 1731 to reflect the updated or clarified procedures described below, including, *inter alia*, the inclusion of the Voter Preference Question as part of the benefit application forms; the federally compliant policy for treating a blank response to a Voter Preference Question as requiring the Agency to send a voter registration application; the Agency’s obligation to provide the same level of assistance to clients completing voter registration forms as the Agency provides to clients completing the Agency’s benefits forms; the obligation to provide voter registration services in Spanish and any other language later required by law; and the obligation to transmit completed voter registration applications to county elections officials within five days of receipt from clients.

The revised policy is attached to this MOU as Exhibit A. This policy guidance may not be altered during the term of this MOU without the written consent of Counsel.

### **IV. INCORPORATION OF VOTER REGISTRATION INFORMATION INTO BENEFITS DOCUMENTS**

- A. *Paper forms.* DCF has modified its benefit applications and reporting and renewal forms to include voter registration information in the body of each form so that a separate voter preference form is no longer necessary. Samples of each of these forms are attached to this MOU as Exhibit B. None of these forms may be altered

during the term of this MOU in a way that materially affects the voter registration portions of the form without the written consent of Counsel; changes that may be deemed to materially affect the voter registration portion include placement of the voter registration text or changes to the wording or the size of the text. DCF staff will send all relevant proposed changes to Counsel, and Counsel will provide a decisive response within 30 days; a lack of a decisive response from Counsel shall be interpreted as assent to the proposed change.

- B. *Online applications.* Clients who select “yes” to the VPQ are provided with a link to Kansas’ online voter registration system managed by the Kansas Department of Revenue (“KDOR”); and also given the option to check a box to indicate they would like to receive a voter registration application by mail. The KEES system will mail a voter registration application to any client who checks such a box within the time period set forth in Section VI.D below. This link is accompanied by language informing the applicant that they must have a driver’s license or state ID on file with KDOR in order to use the online voter registration system, and that if they prefer they may contact the Agency to have a paper voter registration application mailed to them, along with means of contact including a phone number and email.

If and when KDOR expands its system to be usable by Kansas residents without a Kansas driver’s license or state ID on file, DCF will provide a link to this improved system and remove the qualifying language above. DCF shall confirm that this link (provided by KDOR) enables KDOR to track the number of applicants the Agency refers to KDOR’s voter registration portal and will do so within three months of the KDOR update, if possible.

## **V. AGENCY-SPECIFIC VOTER REGISTRATION APPLICATIONS**

DCF has collaborated with the Secretary of State to create pre-coded voter registration applications that identify the particular public assistance agency source of a voter registration application (here, DCF) to enable monitoring of the efficacy of voter registration services provided by Kansas public assistance agencies, including DCF. When available, DCF shall use the coded forms in all of the Agency’s voter registration services. The agency is working with the Sec. of State’s staff to create a process to distribute the coded voter registration applications to DCF clients.

The current voter registration application and general cover letter sent with such application are attached to this MOU as Exhibit C.

Regardless of any additional burdens on voter registration the State of Kansas or any department thereof attempts to enforce or enact, DCF will respect the language and intent of the NVRA, 52 U.S.C. § 20504(c)(2)(b); 20505(a); 20507(a)(c); 20508(b), that no prospective voter shall be required to provide more than the minimum amount of information required for the state to properly

register that person to vote, and DCF will continue to perform its voter registration duties in the manner that is most consistent with this principle.

## **VI. PROCEDURES**

### *A. Maintenance and availability of voter registration materials.*

1. DCF shall ensure that each DCF Service Center maintains a sufficient number of agency-specific voter registration applications to fulfill its voter registration responsibilities, including voter registration applications in Spanish. As soon as the pre-coded voter registration applications as detailed in Section V are available through the state printer, DCF shall ensure that each service center is provided with and begins using only agency-specific voter registration applications in English and Spanish to fulfill its voter registration responsibilities.
2. DCF shall make available to each DCF Service Center hip-pocket guides for every EES eligibility worker. The hip-pocket guide will serve to remind DCF staff of their voter registration duties. The hip-pocket guide shall also be displayed as a poster in non-public areas of the office.
3. DCF shall make available to each DCF Service Center signs, in English and Spanish, announcing that voter registration is available. If the DCF NVRA Coordinator is notified or becomes aware that a particular DCF Service Center is not displaying a voter registration sign, the NVRA Coordinator shall send the office a sign and request that the office display it.
4. The current versions of the hip-pocket guide and voter registration posters are attached to this MOU as Exhibit D. Future versions of the poster will include language informing readers they may “see staff for assistance.”

### *B. DCF staff procedures*

1. *Distribution of voter registration materials, in general.* DCF staff shall distribute a voter registration application with each application for public assistance and with each interim report, recertification, or change of address related to such assistance, except in cases where a client declines in writing by marking “no” in response to the Voter Preference Question. Voter registration applications shall be available in each DCF Service Center to members of the public upon request.
2. *Application and recertification procedures*

- a. During each in-person interview for initial application or recertification, the EES eligibility staff person will review the client's response to the Voter Preference Question contained in the benefits form.
    - i. If the client has checked "yes" on the VPQ that they wish to register to vote, or has left that section blank, the worker will:
      - a) Provide a voter registration application, which should be agency-specific once the pre-coded voter registration applications detailed in Section V become available; and;
      - b) Encourage the client to fill out the voter registration application immediately. The worker will provide the same level of assistance in filling out the voter registration application that the worker would provide with the agency's other forms. If the client prefers not to fill out the voter registration application immediately, the worker will advise them they may take a mail-in form home.
    - ii. If the client has checked "no" on the VPQ, DCF shall take no further action except to maintain the benefits application form with the VPQ for at least two years as required in Section VI.G below.
  - b. During each remote interview for initial application or recertification, the EES eligibility staff person will review the client's response to the Voter Preference Question contained in the online application. If the client checks yes to the VPQ or leaves it blank, the EES staff person shall inform the client that assistance in filling out a voter registration application is available.
3. *Interim reporting.* Every Interim Report form distributed by the Agency shall be accompanied by a voter registration application and shall include a modified version of the VPQ and explanatory language to reflect this. This procedure is intended to maximize voter registration opportunities and efficiency given that a significant majority of clients mail the Interim Report back to the Agency.
  4. *Change of address.* DCF has created a call script that includes the modified version of the Voter Preference Question. The Agency will mail a voter registration application and cover letter to any client who reports a

change of address. The change of address call script is attached to this MOU as Exhibit E.

5. *Equal assistance.* Frontline staff persons shall respond to any questions from the client, examine the client's voter registration application for basic completeness and signature, and ask the client to complete any piece that is obviously missing. Staff must be familiar with basic voter registration eligibility requirements in order to perform this function.

- C. *Joint eligibility system (KEES) upgrades.* DCF and KDHE recently upgraded their joint eligibility system, KEES, incorporating several changes. As part of any covered transaction conducted online, clients who answer "yes" to the VPQ or leave it blank will receive a voter registration application in the mail. The system will automatically mail the voter registration application and cover letter attached to this MOU as Exhibit C.

To reduce confusion among DCF's clientele and enhance the efficient use of public resources, when any client conducts multiple covered transactions within the same week (defined as seven calendar days), either within DCF or across both DCF and KDHE, the system will aggregate these transactions such that if the client answered yes to the VPQ or left it blank during any of these transactions, the system will automatically mail the client only one voter registration application and cover letter. Answering no at any point during the week to the VPQ does not override a yes or blank answer during the same week; clients who answer yes or leave the VPQ blank at any point in the week will be sent voter registration materials. DCF will continue to prioritize distributing voter registration applications in-person as part of any in-person transaction.

When a voter registration application is provided electronically as part of a computer-based transaction, an electronic explanatory notice regarding the availability of assistance shall also be provided. For example, language shall be available on a web portal accompanying a link to voter registration opportunities.

- D. *Transmittal of voter registration applications.* DCF employees shall transmit all completed voter registration applications collected by the agency within five days of receipt in the DCF Service Center as required by Kan. Stat. Ann. § 25-2309(e). Pursuant to 52 U.S.C. § 20507(a)(1)(C), voter registration applications collected by DCF 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 county election office in advance of the deadline. DCF shall transmit all applications to the appropriate county election office within five days, regardless of completeness.

Voter registration applications transmitted to county elections officials shall be accompanied by a cover letter/transmittal form that includes the total number of voter registration applicants, the date of submission, and the name of the service

center making the submission. The DCF employee who conducts the transmission shall confirm receipt with the county elections office. A copy of the transmittal form shall be sent to the DCF NVRA Coordinator by the 10<sup>th</sup> of the month following the month of the submission.

- E. *Remedial action.* If a DCF employee determines, at any point, that a client did not receive a voter registration application as required under Section 7 of the NVRA, Kansas implementing statutes and regulations, or this MOU, the employee shall notify the Regional NVRA Coordinator immediately. Within five days of receiving such notice, the employee or the Regional NVRA Coordinator shall send a remedial mailing to the client and enclose a voter registration application and explanatory notice.
- F. *Maintenance of Voter Preference Question responses.* DCF shall maintain all responses to the VPQ for a minimum of two years.

## **VII. STAFFING**

### *A. DCF NVRA Coordinator*

DCF has designated and shall continue to maintain a “DCF NVRA Coordinator” to ensure implementation of voter registration services within DCF, to monitor compliance with Section 7 of the NVRA and this MOU statewide, and to assist DCF Service Centers and Regional Directors to identify and resolve problems as they arise. This need not be a full-time position or require the hiring of new/additional staff. The DCF NVRA Coordinator’s responsibilities shall include:

1. Familiarity with all DCF voter registration requirements, procedures, and materials such that they are qualified and prepared to assist Regional NVRA Coordinators 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 Regional NVRA Coordinators (defined below in VII.B), and directing the EES Program Administrator to appoint an individual to fill that position in a timely manner after the NVRA Coordinator learns that a Regional NVRA Coordinator position becomes vacant;
3. Coordinating and overseeing compliance with the requirements of Section 7 of the NVRA, Kansas’s implementing statutes and regulations, and the provisions of this MOU, including requirements related to supplies, computer processes, training, procedures, oversight, and reporting, as detailed in Sections VI and VIII-IX of this MOU. The coordination responsibilities shall involve regular communication with the Regional NVRA Coordinators to ensure that DCF fully complies with the requirements of Section 7 and the provisions of this MOU;

4. Collecting and analyzing office-level voter registration data, and taking any corrective actions required, per Section IX of this MOU.
5. Once per year, confirming with Regional NVRA Coordinators that all DCF Service Centers across the state are displaying posters advising the public of the right to register to vote at that site and that each relevant staffer has a hip-pocket guide as referenced in Section VI.2 above; and responding to any notification that signs or guides are lacking in a particular DCF Service Center by sending that office a new sign and requesting that the office display it or new guides for staff; and
6. Providing every Regional NVRA Coordinator with a complete list of voter registration deadlines for federal elections for the coming year by December 31 of each year and distributing promptly any supplemental lists of additional registration deadlines for federal elections received from the Secretary of State throughout the year.

*B. Regional NVRA Coordinators.*

DCF has designated and shall maintain a “Regional NVRA Coordinator” for each of the four DCF EES regions to ensure implementation of and compliance with Section 7 of the NVRA. In the event the number of EES regions expands during the term of this MOU, DCF will assign a Regional NVRA Coordinator to any newly created regions such that the agency maintains a Coordinator for each region.

This need not be a full-time position or require the hiring of new/additional staff. In the event any Regional NVRA Coordinator position becomes vacant, the EES Program Administrator shall appoint a person to fill the position in a timely manner after the NVRA Coordinator learns of the vacancy. Each Regional NVRA Coordinator’s responsibilities shall include:

1. Reading and understanding all DCF voter registration requirements, procedures, and materials as applicable to DCF Service Centers including through completing the annual training described in Section VIII.B below;
2. Coordinating and overseeing implementation of and compliance with the requirements of Section 7 of the NVRA, Kansas’s implementing statutes and regulations, and the provisions of this MOU by DCF Service Centers within their region, including requirements related to supplies, transmittal of voter registration applications to county elections officials, training, procedures, oversight, and reporting, as detailed in Sections VI and VIII-IX of this MOU;
3. Answering questions from the public, including clients, relating to voter registration services provided by DCF Service Centers;

4. Compiling and transmitting all data for the monthly reports, aggregated by individual service center, to the DCF NVRA Coordinator (*see* Section IX); and
5. Monitoring DCF employees' compliance and implementation of the following:
  - a. All DCF voter registration requirements, procedures, and materials as applicable to their position;
  - b. Answering questions from the public relating to voter registration at DCF service centers; and
  - c. Compiling and providing completed voter registration applications to each service center's NVRA contact for transmission to the county election office.

## **VIII. TRAINING**

### *A. Training Materials*

1. DCF has updated its existing online NVRA training module in consultation with Counsel. The training module reflects the requirements of the NVRA, Kansas's implementing statutes and regulations, and this MOU. Screen shots of the updated training module are attached to this MOU as Exhibit F.
2. The updated training module has been made available to DCF staff as of August 2020, and it will be continuously available on DCF's internal computer system or network so that any staff person may review it at any time. Any supervisor may require a member of their staff to review it if the supervisor determines that the staff member is not performing their NVRA obligations satisfactorily.

### *B. Training Program*

1. Each Regional NVRA Coordinator, frontline staff person, and their supervisors will be required to complete NVRA training annually.
2. Each new regional NVRA Coordinator, frontline staff person, and supervisor of frontline staff persons shall be required to view the training within forty-five days of hire or before interaction with clients, whichever is earlier, measured from the employee's start date. Each DCF employee's supervisor will be notified when that employee has completed the training.
3. Regional NVRA Coordinators shall be available to answer questions from frontline staff persons and eligibility workers both after required trainings

and on an ongoing basis.

4. DCF shall maintain a record of each DCF employee's history of completing the required NVRA training.
5. In addition to the NVRA trainings referenced above, all DCF staff will receive training on the use of the Agency's telephone translation service so that staff members are prepared to provide voter registration and other services in languages other than English.

## **IX. OVERSIGHT**

- A. DCF shall continue to track the following information by month:
  1. The number of covered transactions by type (application, renewal, recertification or change of address) across each DCF region, broken down into online versus paper; as generated by KEES;
  2. The number of KEES voter registration events per region or service center; and
  3. The number of completed voter registration applications transmitted to the appropriate elections authority in each county. (This will continue to be tracked manually.)
- B. Each month, the DCF NVRA Coordinator shall analyze the data collected by comparing, for each DCF service center, the number of voter registration applications transmitted to elections officials (and the number of online referrals referenced in Section IX.C above, when available) during the month at issue with the service center's prior monthly numbers, and with voter registration rates across all DCF service centers.

Each quarter, the DCF NVRA Coordinator shall analyze the data collected by comparing, for each DCF region, the number of voter registration applications transmitted to elections officials (and the number of online referrals referenced in Section IX.C above, when available) during the quarter at issue with the number of covered transactions for that region that occurred during the same quarter, with the region's prior quarterly numbers, and with voter registration rates across all DCF regions.

The DCF NVRA Coordinator shall review, follow up on and/or investigate problems in DCF regions or at DCF service centers. Potential problems requiring investigation or review include, but are not limited to: (i) Low overall numbers of voter registration applications for particular service centers that are sustained over two or more months; (ii) significant declines in the ratio between voter registration applications (or online referrals, if available) and covered transactions that are sustained over two or more quarters; and (iii) any complaint from the

public or a client regarding the provision of voter registration at DCF or any DCF service center or frontline staff worker.

Where a potential compliance problem is identified for an office, the DCF NVRA Coordinator shall contact the appropriate Regional NVRA Coordinator or DCF service center to investigate the cause.

### C. Site visits

Based on follow-up reports in quarterly updates, if Counsel identifies a consistent and significant concern with a particular service center, Counsel may request a Regional NVRA Coordinators or other NVRA-trained staff persons conduct a site visit at the service center. The site visit shall include conversations and observations related to the concerns identified by Counsel, and may include brief conversations with 5-8 clients, observation of lobbies to locate voter registration forms and posters, and conversations with staff about the voter registration process, assistance offered to clients, and the transmittal process for completed voter registration forms. At Counsel's request, site-checks must include engagement with Spanish-speaking clients to ensure services are adequately provided in Spanish. Counsel may request up to 3 NVRA site visits per year.

Counsel may also request investigation or follow up with respect to any potential Agency-wide issue(s) raised by their review of any quarterly report (QR1), and DCF shall investigate and communicate the results to Counsel in the following quarterly report (QR2), or the subsequent quarterly report (QR3) if the request is not communicated to DCF within a month of receipt of QR1.

D. *Scheduled on-site reviews.* DCF shall monitor DCF service centers' compliance with Section 7 of the NVRA by conducting annual site visits at six DCF service centers across the state.

1. This process will include talking with clients to ascertain whether they received the proper voter registration services and should include engagement with Spanish-speaking clients wherever possible – when such clients are present in the office during the course of the review.
2. Deficiencies found by DCF during the review shall be reported to the Regional NVRA Coordinator and the DCF NVRA Coordinator, who will develop and implement a corrective action plan related to NVRA compliance in that service center.
3. On-site reviews shall occur at the following locations:
  - a. The service centers selected for the USDA management evaluation review process. Management evaluation reviews shall

occur in two DCF service centers per year, as required by federal regulations, and

- b. The service centers in Kansas City, Overland Park, Topeka, and Wichita.

- E. *Corrective Action.* DCF shall ensure that any complaints made by the public regarding the provision of voter registration by DCF service centers shall be forwarded to the affected service center(s) and also forwarded to the DCF NVRA Coordinator.

## **X. INCORPORATING VOTER REGISTRATION SERVICES INTO FUTURE GRANT AGREEMENTS**

Any grant agreements or contracts DCF enters into with private entities that assist potential clients with public benefits applications or perform any public benefits eligibility determination services during the course of this MOU shall include provisions requiring these entities to offer voter registration services, including by ensuring proper distribution of voter registration applications and offering equal assistance as described in Section VI.

## **XI. REPORTING TO COUNSEL**

- A. *Quarterly Reporting.* On or before the fifteenth day of the month in January, April, July and October after this MOU is executed and thereafter until the expiration of this MOU, DCF shall provide the below-listed items for the three months immediately preceding the reporting month to Counsel. If the fifteenth day of the month falls on a weekend or holiday, these reports shall be provided on the next business day thereafter.
  1. A report in Excel spreadsheet format or a format that can be easily converted to Excel containing the following data, by DCF Service Center, broken down by month:
    - a. The number of covered transactions by type (application, interim report, recertification, or change of address), broken down into online or other methods;
    - b. The number of KEES voter registration events;
    - c. The number of completed voter registration applications transmitted to the appropriate county election authority;
    - d. The number of “yes,” “no,” and blank answers to the VPQ; and
    - e. The number of online referrals, if KDOR makes this information available to DCF.
  2. Any investigations or corrective actions undertaken during the preceding quarter, as detailed in Section IX;
  3. The number of staff who completed NVRA trainings that quarter; the cumulative number who have completed trainings for the calendar year;

and the total number of staff required to complete the trainings under the terms of this MOU;

4. All evaluation reports pursuant to Section IX.C&D that note any deficiencies;
5. In the first quarterly report, the information listed below, which also shall be reported upon any change in its content:
  - a. The identity of the DCF NVRA Coordinator;
  - b. The identities of DCF Regional NVRA Coordinators;
  - c. Worksheets or checklists developed for use in SNAP Management Evaluation Reviews; and
  - d. Any other checklists, worksheets, or documents related to Agency compliance with Section 7 of the NVRA.

B. All reporting to Counsel shall be electronic and communicated by email, unless otherwise agreed to by the parties to this MOU. Reporting shall be Pamela Cataldo, Demos Paralegal & Field Investigator, at [pcataldo@demos.org](mailto:pcataldo@demos.org) and Sarah Brannon, Managing Attorney, ACLU Voting Rights Project, at [sbrannon@aclu.org](mailto:sbrannon@aclu.org) unless and until Counsel informs DCF directly in writing (including electronically via email) of a change in the person(s) who shall receive the reports and provides a new email address. All data should be reported in Microsoft Excel or a similar electronic, manipulatable format.

## **XII. TERM AND ENFORCEMENT**

This MOU shall become effective on the date of execution and shall remain in effect until June 30, 2025.

The procedures and practices described in Sections III through XI above shall be implemented within 15 days of the execution of the MOU or at such other specific times as delineated herein, except for those which, as indicated, have already been put into practice; and shall remain in place through the term of this MOU.

If Counsel concludes that DCF is in breach of this MOU, Counsel shall notify DCF's General Counsel in writing of the asserted breach and identify and describe such alleged breach. DCF shall then have sixty days to respond to the notice and take action to cure the asserted breach. If DCF does not respond to the notice and take action to cure the asserted breach by the end of 60 days, Loud Light may file an action both under the NVRA and to enforce this MOU. If the breach is not cured within 60 days of the notice of breach – or 180 days if the cure requires a KEES systems change – notwithstanding the action taken, Loud Light may file an action both under the NVRA and to enforce this MOU.

## **XIII. EXECUTION IN COUNTERPARTS**

This MOU may be executed in two or more counterparts, each of which shall constitute an original instrument and all of which together shall constitute one and the same MOU.

**XIV. BINDING EFFECT**

The persons signing this MOU represent that they have the authority to enter into this MOU on behalf of the respective parties they represent and that this MOU shall be binding upon the parties hereto.

\_\_\_\_\_  
Governor Laura Kelly

*Laura Howard*

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Laura Howard  
Secretary  
Kansas Department for Children and Families

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Davis Hammet  
President, Loud Light, Inc.

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Governor Laura Kelly

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Laura Howard  
Secretary  
Kansas Department for Children and Families

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Davis Hammet  
President, Loud Light, Inc.

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Governor Laura Kelly

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Laura Howard  
Secretary  
Kansas Department for Children and Families

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President, Loud Light, Inc.

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