

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND  
SERVICE OKLAHOMA**

**BACKGROUND**

1. The parties to this Settlement Agreement (Agreement) are the United States of America (United States) and Service Oklahoma (collectively, the Parties).
2. This Agreement resolves the United States Department of Justice's investigation under Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12131-34, as amended (Title II), and its implementing regulation, 28 C.F.R. Part 35, of the Oklahoma Mobile ID Application (OK Mobile ID App). The OK Mobile ID App is a mobile application that allows users to create a digitized version of a physical driver's license or other state-issued ID. The OK Mobile ID App can be used in various ways, such as applying for unemployment benefits, paying for purchases at retail stores, and starting a REAL ID application.
3. The United States commenced an investigation of the Oklahoma Department of Public Safety, Service Oklahoma's predecessor entity, based on a complaint from an Oklahoma resident who is blind. The individual alleged that the OK Mobile ID App is inaccessible to individuals with vision disabilities. The Oklahoma Department of Public Safety administered the OK Mobile ID App until November 2022, when such responsibility transferred to Service Oklahoma.
4. The United States determined that the OK Mobile ID App is inaccessible. In particular, the United States found that Service Oklahoma violates Title II of the ADA because it denies individuals with disabilities full and equal access to its mobile application and fails to take appropriate steps to ensure effective communication with individuals with disabilities through its mobile application. *See* 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a)-(b)(1), 35.160(a)(1). The United States set forth its findings of fact and conclusions of law in a Letter of Findings on November 16, 2023.
5. The United States believes that the OK Mobile ID App can be made accessible and has no evidence that making the OK Mobile ID App accessible would result in a fundamental alteration or an undue burden to Service Oklahoma. Service Oklahoma represents that making the existing OK Mobile ID App accessible would take at least a year. Service Oklahoma currently has a pending Request for Proposal (RFP) for a new credentialing system that may include mobile identification capabilities that are functional and accessible within approximately eighteen (18) months. Due to the pending RFP, Service

Oklahoma has decided to decommission the OK Mobile ID App within thirty (30) days of the Effective Date.

6. Title II of the ADA requires that no qualified individual with a disability, by reason of such disability, be excluded from participation in or denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by a public entity. 42 U.S.C. §§ 12132; 28 C.F.R. § 35.130(a). Under Title II, public entities must afford individuals with disabilities an equal opportunity to participate in or benefit from any aid, benefit, or service provided to others. 28 C.F.R. § 35.130(b)(1). Public entities may not discriminate, whether “directly or through contractual, licensing, or other arrangements.” 28 C.F.R. §§ 35.130(b)(1), (b)(3). Public entities are also required to take appropriate steps to ensure that its communications with applicants, participants, members of the public, and companions with disabilities are as effective as its communications with others. 28 C.F.R. § 35.160(a)(1).
7. Service Oklahoma, an agency of the State of Oklahoma, is a “public entity” under Title II of the ADA. *See* 42 U.S.C. § 12131(1); 28 C.F.R. § 35.104. Thus, Title II’s requirements apply to all of Service Oklahoma’s services, programs, and activities, including those offered on the internet or via mobile applications. *See* 42 U.S.C. § 12132; 28 C.F.R. §§ 35.102(a), 35.130(a); 28 C.F.R. pt. 35, app. A at 688-89 (2022) (section on Other Issues – Web site accessibility).
8. The United States and Service Oklahoma agree that it is in their best interest, and the United States believes that it is in the public interest, to voluntarily enter into this Agreement, and agree as follows.

#### ACTIONS BY SERVICE OKLAHOMA

9. **General Injunctive Relief:** Service Oklahoma will comply with the requirements of Title II of the ADA, 42 U.S.C. §§ 12131-34, and its implementing regulation, 28 C.F.R. Part 35. In particular, Service Oklahoma shall:
  - a. Not exclude qualified individuals with disabilities from participation in, or deny qualified individuals with disabilities the benefits of, its services, programs, and activities. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(a)-(b)(1).
  - b. Afford qualified individuals with disabilities an equal opportunity to participate in and benefit from any aid, benefit, or service provided to others. 28 C.F.R. § 35.130(b)(1).

- c. Take appropriate steps to ensure that its communications with individuals with disabilities are as effective as its communications with others. 28 C.F.R. § 35.160(a)(1).

10. **Mobile Application Accessibility Conformance:** Within six (6) months of the Effective Date and throughout the term of this Agreement, Service Oklahoma will ensure that it affords people with disabilities an equal opportunity to participate in and benefit from any mobile application that it creates, administers, or maintains. Service Oklahoma will ensure that any mobile application that it creates, administers, or maintains conforms to Web Content Accessibility Guidelines (“WCAG”) 2.1, Level AA.

11. **Accessibility Feedback, Requests, and Complaints:** Within thirty (30) days of the Effective Date, Service Oklahoma shall retain a notice on the Service Oklahoma website stating Service Oklahoma’s commitment to comply with the ADA. The notice will solicit feedback, requests, and complaints relating to any accessibility barriers. Service Oklahoma shall provide an accessible form that can be submitted electronically, an email address, and a toll-free telephone number (which shall accept calls made using video relay services) to contact Service Oklahoma and submit feedback, requests, and complaints.

- a. Service Oklahoma shall acknowledge receipt of feedback, requests, and complaints within fourteen (14) calendar days of receipt.
- b. Service Oklahoma will resolve or otherwise substantively address such feedback, requests, and complaints within twenty-one (21) calendar days of receipt. If Service Oklahoma requires more time to resolve an identified accessibility barrier, Service Oklahoma may take another twenty-one (21) calendar days to resolve the barrier; provided, however, that Service Oklahoma notifies the complainant of the additional time needed to remove the barrier and reports each such instance for which an extension is necessary to the United States in accordance with the reporting requirements below.
- c. If Service Oklahoma cannot or does not remove an accessibility barrier in response to such feedback, requests, or complaints, Service Oklahoma shall promptly notify the complainant. In addition, Service Oklahoma will report to the United States the number of instances when it did not remove an accessibility barrier in response to feedback, requests, or complaints and the reason(s), in accordance with the reporting requirements below.

12. **ADA Coordinator:** Service Oklahoma's ADA Coordinator (Coordinator) will coordinate Service Oklahoma's efforts to comply with and carry out its responsibilities under Title II of the ADA and this Agreement. The Coordinator will be knowledgeable about the terms of Agreement, Title II of the ADA, WCAG 2.1, Level AA, and web and mobile application accessibility generally. The Coordinator will be responsible for:
- a. Carrying out Service Oklahoma's ADA responsibilities.
  - b. Overseeing, managing, and coordinating Service Oklahoma's implementation of this Agreement, including providing the reports to the United States set forth in Paragraph 14.
  - c. Overseeing the investigation and resolution of all feedback, requests, and complaints under the ADA and this Agreement. All such feedback, requests, and complaints will be promptly reported to the Coordinator or their designee, who will review the complaints and recommend appropriate action.
13. **Accessibility Training:** Within thirty (30) days of the Effective Date, Service Oklahoma will submit a proposed online training course to the United States for approval, which will not be unreasonably withheld. The online training course instructor will be knowledgeable about Title II of the ADA, WCAG 2.1, Level AA, and web and mobile application accessibility generally.
- a. Within thirty (30) days of receiving approval from the United States of the online training course, and then annually for the length of this Agreement, Service Oklahoma will provide a mandatory training to all Service Oklahoma senior staff, employees whose duties involve the development or maintenance of mobile applications, and employees who respond to feedback, requests, and complaints from the public. The training will cover Title II of the ADA as well as instruction on how to comply with the relevant requirements of this Agreement, such as routing feedback, requests, and complaints relating to any accessibility barriers to the ADA Coordinator.
  - b. For persons who must receive training under this Paragraph, but who did not receive training on a designated annual training date required under this Paragraph (for instance, because they were on leave or because they began their affiliation with Service Oklahoma after the training date), Service Oklahoma shall provide training to such persons within fifteen (15) days after the individual's hire or return from leave.

## REPORTING AND MONITORING

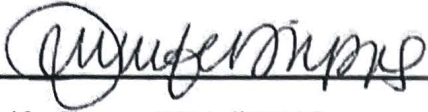
14. **Reporting:** Within six (6) months of the Effective Date and every six (6) months thereafter for the length of this Agreement, Service Oklahoma will provide the following information in electronic format to undersigned counsel for the United States:
- a. The names of any mobile applications that Service Oklahoma creates, administers, or maintains.
  - b. All reports created by the Coordinator detailing Service Oklahoma's compliance with this Agreement, including with Paragraph 10, and any challenges or delays Service Oklahoma has encountered in complying with the Agreement.
  - c. All feedback, requests, and complaints Service Oklahoma received under Paragraphs 11 and 12 and steps Service Oklahoma took to investigate, resolve, and respond to the feedback, requests, and complaints. If Service Oklahoma took no action in response to a specific issue, Service Oklahoma will include an explanation.
15. **Notification:** Unless otherwise instructed by the United States, Service Oklahoma will send all documents, reports, and communications required to be sent to the United States under this Agreement electronically to Sarah Golabek-Goldman at [Sarah.Golabek-Goldman@usdoj.gov](mailto:Sarah.Golabek-Goldman@usdoj.gov) and Felicia Sadler at [Felicia.Sadler@usdoj.gov](mailto:Felicia.Sadler@usdoj.gov).
16. **Compliance Monitoring:** Service Oklahoma will cooperate fully with the United States' efforts to monitor compliance with this Agreement. Service Oklahoma shall make facilities, policies, records, personnel, and any other reasonably requested information available to the United States to facilitate the United States' monitoring of Service Oklahoma's compliance with this Agreement.

## ENFORCEMENT AND OTHER PROVISIONS

17. **Disputes:** The United States may review compliance with this Agreement at any time and if it finds that Service Oklahoma has violated this Agreement, will notify Service Oklahoma in writing of the alleged noncompliance and attempt to seek a resolution of the matter with Service Oklahoma. Service Oklahoma must respond to the United States as soon as practicable, but no later than seven (7) calendar days thereafter. The Parties will negotiate in good faith to resolve any dispute relating thereto; if the Parties cannot reach a mutually acceptable resolution within thirty (30) days of written notice, the United States may institute a civil action in the appropriate U.S. District Court to enforce this Agreement and/or Title II of the ADA.

18. **Effective Date and Term:** The Effective Date will be the date of the last signature on the Agreement. Unless otherwise specified, all time periods designated for an action run from the Effective Date. The Agreement will remain in effect for thirty (30) months from the Effective Date.
19. **Scope:** This Agreement does not purport to remedy any violations or potential violations of the ADA or any other federal or state law, other than the violations alleged in this Agreement, nor does it affect Service Oklahoma's continuing responsibility to comply with all provisions of the ADA.
20. **Entire Agreement:** This Agreement contains the entire agreement between the United States and Service Oklahoma on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by any party or agent of any party, that is not contained in this Agreement will be enforceable.
21. **Severability:** If any provision of this Agreement is found to be invalid, unenforceable, or otherwise contrary to applicable law, such provision shall be deemed restated to reflect as nearly as possible, and to the fullest extent permitted by applicable law, its original intent and shall not, in any event, affect any other provisions, all of which will remain valid and enforceable to the fullest extent permitted by applicable law.
22. **Non-Waiver:** Failure by the United States to seek enforcement of this Agreement under its terms with respect to any instance or provision shall not be construed as a waiver to enforce the Agreement regarding any instance or provision.
23. **Binding:** This Agreement will be binding on Service Oklahoma and its subsidiaries, agents, employees, officers, and contractors.
24. **Authority:** The signatories represent that they have the authority to bind the Parties identified below to the terms of this Agreement.

For Service Oklahoma



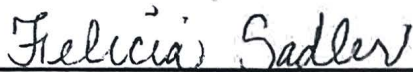
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Date: 1/19/2024

For the United States of America

REBECCA B. BOND  
Chief

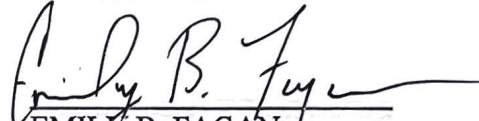
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