Memorandum of Understanding for Inclusion in DIR’s WCAG 2.0 Web Accessibility Scanning Program

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between the governmental entities (state agencies and institutions of higher education (IHEs) shown below as Agreement Parties, pursuant to the authority granted and in compliance with the provisions of Texas Government Code, Chapter 771, the Interagency Cooperation Act, and Chapter 2054, Subchapter M, Access to Electronic and Information Resources by Individuals with Disabilities.

# Agreement Parties

**Receiving Party:** Agency or IHE Name:

Street Address:

City/State/Zip:

**Performing Agency:** Department of Information Resources (DIR)

300 W. 15th Street, Suite 1300

Austin, Texas 78701

# Scope

This Memorandum of Understanding (MOU) is entered into by and between the Agreement Parties shown above. The Department of Information Resources (DIR) will provide to the receiving party the services described in this MOU for electronic and information resources (EIR) accessibility web scanning services. DIR has contracted with a third-party provider to perform accessibility scans on a monthly basis. Initially, the scans will be performed by Siteimprove pursuant to contract DIR-ITS-SITEIMPROVE-001.

There is **no charge** to the receiving party for the services provided by DIR. The term of this MOU begins on the date of the last party to sign and will end upon termination of the underlying agreement with the third-party service provider, or anytime at the discretion of DIR. If the receiving party elects to terminate these services at any time prior to the expiration of the MOU, the receiving party will provide DIR with a minimum of ten (10) days prior written notice. This MOU may be amended by mutual agreement of the parties. Any amendment must be in writing.

# Program Overview

The WCAG 2.0 Web Accessibility Scanning Program is conducted as part of the State of Texas initiatives in support of Texas government statutes and administrative rules regarding EIR accessibility for people with disabilities. This document describes the services to be provided to

(Receiving Party Name) by DIR for accessibility scanning of a subset of the receiving party’s public web pages. (HomePage URL Here)

# Objectives and Benefits of the Program

The primary objective of the program is to assist agencies and IHEs in making their public websites accessible for all Texas citizens including people with disabilities, and in support of meeting WCAG 2.0 web accessibility technical standards which are integrated into Texas Administrative Codes (TAC) Chapter 206 and 213 as adopted in revisions to US Section 508 of the Rehabilitation act of 1973. The use of this service will allow the receiving parties to

* Increase accessibility compliance levels of agency and IHE public websites
* Obtain precise, critical accessibility information about a subset of an agency’s or IHE’s live public website that might not otherwise be available/affordable
* Use the reported information and supporting resources to remediate identified accessibility issues
* Mitigate risk to the state by demonstrating progress and initiative toward creating an inclusive IT environment
* Lay the groundwork for agencies and IHEs to establish accessibility baselines, goals, and metrics to track progress

The service also scans for and reports on

* Broken links, Misspellings, and Consistency issues
* Website availability and performance
* Search Engine Optimization (SEO) issues

# Description of Services

Beginning at the home page of the receiving party’s website, approximately 150 pages will be scanned monthly for accessibility issues using the Worldwide Web Consortium (W3C) Web Content Accessibility Guidelines 2.0 (WCAG 2.0) technical standards. PDF documents on a website discovered during the scan will also be checked for accessibility. It should be noted that automated testing (web scanning) tools/services do not currently have the ability to test for all WCAG 2.0 accessibility criteria and it’s recommended that the receiving party perform manual testing using assistive technologies on a subset of the scanned pages to validate full compliance to this standard.

Receiving parties will be scheduled into the scan environment after a signed MOU has been received by DIR. Once the receiving party is included in the scanned environment, scans will be performed monthly, until terminated by either party.

DIR will work with the receiving party’s EIR Accessibility Coordinator (EIRAC) to set up and validate scanned pages to ensure data is accurate.

Agency and IHE EIRAC will receive a login ID to access their detailed reports residing on DIR’s secure area of the vendor’s (Siteimprove) server. Receiving parties will also be able to add additional users of the tool.

The receiving party’s EIRAC will be notified when each monthly scan is complete, and reports are available for viewing.

Reports will provide summary and detailed information on accessibility and other information for the receiving party’s scanned pages and PDFs, including

* Number of pages with errors
* Error types, locations, and code snippets where the errors occurred
* Support information with resources and techniques for remediating the identified errors
* Broken links, misspellings, and consistency issues
* Website availability and performance
* Search Engine Optimization (SEO) issues

Self-paced training resources on use of the service user interface will be made available from the vendor.

# Scan Results, Data Ownership, and Sharing

* Scan results are owned by the receiving party.
* The receiving party will have access to only the data applicable to itself.
* DIR will have viewing access to all data included in the scan for use in statewide analysis and metrics so that it can
  + assist agencies and IHEs with questions related to scan results
  + aggregate results to identify common issues and track progress at the enterprise level.
* DIR will not share individual agency and IHE results with third parties, unless written approval by authority within the agency and IHE is provided.

In the event of public information or legislative requests, requestors will be referred to participating parties or responded to jointly in collaboration with DIR

# Tasks and Activities

Below is a table of the tasks and activities associated with the receiving party’s start up and ongoing program activities.

| Task/Activity | Performers |
| --- | --- |
| Execution of MOU | DIR / Agency & IHE |
| Provide initial scanning date to agency | DIR / Agency & IHE |
| Contact agency EIRAC to inform them of scan initiation | DIR |
| Provide login credentials to receiving party to facilitate their review of results | DIR / Service Vendor |
| Perform initial scan | Service Vendor |
| Analyze results and tune settings | DIR / Agency & IHE / Service Vendor |
| Validate results | Agency & IHE |
| Integrate site into monthly scans | Service Vendor |
| Websites will be sampled monthly. Agencies and IHEs receive new scan reports after each completed scan and works with appropriate staff to remediate | Agency & IHE / Service Vendor |
| Answer questions regarding scan results and provide user support | DIR / Service Vendor |

# Contacts

DIR Contacts

Primary Contact

Marie Cohan

Statewide Digital Accessibility Program Administrator

512-463-6186

[marie.cohan@dir.texas.gov](mailto:marie.cohan@dir.texas.gov)

Secondary Contact

Elizabeth Cooper

Director of Planning, Policy, and Governance

512-936-1125

[elizabeth.cooper@dir.texas.gov](mailto:elizabeth.cooper@dir.texas.gov)

Agency/IHE Contacts

EIR Accessibility Coordinator

Name:

Phone:      Mobile:

Email:

IRM

Name:

Phone:      Mobile:

Email:

Additional Contact

Name:

Position:

Phone:      Mobile:

Email:     

# Certifications

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government and institutions of higher education; (2) this MOU serves the interest of efficient and economical administration of state government; and (3) the services, supplies, or materials in this MOU are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

The Agreement Parties execute this MOU to be effective upon the date of the last party to sign.

PERFORMING AGENCY

DEPARTMENT OF INFORMATION RESOURCES

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed   
Name: John Hoffman

Title: Deputy State Chief Information Officer

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RECEIVING AGENCY/IHE

AGENCY/IHE NAME:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed   
Name:

Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please return all pages of the signed MOU to **Marie Cohan, Statewide Digital Accessibility Program Administrator**, at [marie.cohan@dir.texas.gov](mailto:marie.cohan@dir.texas.gov).