Memorandum of Understanding for Inclusion in DIR’s Website 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 parties shown above. DIR has contracted with a third-party provider for electronic and information resources (EIR) accessibility website scanning services. The scans will be performed by Siteimprove, Inc. (Service Vendor) pursuant to RFQ-147-FY23, which is subject to cooperative contract DIR-CPO-5112. DIR will provide the receiving party with access to the services described in this MOU.

There is **no charge** to the receiving party for access to the services. 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 written agreement of the parties.

# Program Overview

The WCAG 2.0 Website Accessibility Scanning Program is conducted as part of the State of Texas initiatives in support of Texas law regarding EIR accessibility for people with disabilities, including but not limited to Subchapter M, Chapter 2054, Texas Government Code, and 1 TAC Chapters 206 and 213. This document describes the access to 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 1 TAC Chapters 206 and 213 as adopted in revisions to US Section 508 of the Rehabilitation act of 1973. DIR’s provision of access to this service to receiving parties also allows DIR to track agency progress towards achieving statewide agency website accessibility goals as required by 1 TAC Chapter 206.

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; and
* 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; and
* Search Engine Optimization (SEO) issues.

# Description of Services

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

The receiving party 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.

The receiving party EIRAC will receive a login ID to access their detailed reports residing on DIR’s secure area of the Siteimprove, Inc. server. The receiving party will also be able to add additional users of the tool.

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; and
* Search Engine Optimization (SEO) issues.

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

All Service Vendor reports and data will be stored in a secure United States data center. Some Service Vendor employees performing advanced technology support may be based outside of the United States. Receiving party acknowledges that in the event such support is necessary, Receiving Party’s reports and data may be accessed in the EU or Australia.

# Scan Results, Data Ownership, and Sharing

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

# 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 / Receiving Party |
| Provide initial scanning date to agency | DIR / Receiving Party |
| Contact receiving party 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 / Receiving Party/ Service Vendor |
| Validate results | Receiving Party |
| 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 | Receiving Party/ 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

Endi Silva

Chief Experience Officer

[endi.silva@dir.texas.gov](mailto:endi.silva@dir.texas.gov)

Receiving Party Contacts

EIR Accessibility Coordinator

Name:

Phone:      Mobile:

Email:

CIO or 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 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: Steve Pier

Title: Deputy Executive Director

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

RECEIVING PARTY

AGENCY/IHE NAME:

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

Printed   
Name:

Title:

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

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