

## State Website Accessibility Team

### SWAT

#### Recommendations

1. Identify the State ADA coordinator, grievance procedures and policies about how to file a complaint.
2. Recommend the state establish an administrative structure which may include an office or department with associated policies and procedures that discuss the issue. It would also include an advisory committee that would provide oversight and input into the process.
3. Write a letter to the governor's office or other applicable agency that would include background framework regarding the issue that will lay out research and personal stories from individuals with disabilities regarding the issue as well as recommendations to move this issue forward.
4. Assist in providing community based training to agencies, service providers, vendors of service and people with disabilities regarding the issue.

## **Hackett Report May 2014 to the Department of Administration's Enterprise IT (Highlights)**

<http://it.nv.gov/Governance/dtIs/ITAB/Meetings/Meetings/>

Check out page 13 (Stakeholder),

15 page (Representative Stakeholder Comments),

Page 25 (Nevada Web Building Process - no mention of accessibility),

Page 26 (Nevada Web Building Cost - no mention of accessibility design cost),

Recommendations pages 27 - 31 (No recommendation of following accessible standards in any way),

Page 36 (IT Business Planning check out Practice Questions - admits no way of consumer to ask for help or make websites accessible),

Page 37 (Enterprise Architecture Planning check out Practice Questions),

Pages 38-46 (check out Practice Questions),

Page 47 (IT Service Management Methodology utilization - it seems that the report admits that the Department of Administration's Enterprise IT division has no control)

Page 51 (Other Technology platforms and hardware device volumes - No mention of accessible technologies nor accessible standards).

# SETTLEMENT AGREEMENT BETWEEN U.S. AND SAN JUAN COUNTY, NEW MEXICO

DJ# 204-49-86

[http://www.ada.gov/san\\_juan\\_co\\_pca/san\\_juan\\_sa.html](http://www.ada.gov/san_juan_co_pca/san_juan_sa.html)

## L. WEB-BASED SERVICES AND PROGRAMS

**47:** Within three (3) months of the effective date of this Agreement, San Juan County, New Mexico will:

**a:** Designate an employee as the web accessibility coordinator for San Juan County... who will be responsible for coordinating ... compliance with the requirements of Section M of this Agreement. The web accessibility coordinator shall have experience with the requirements of Title II of the ADA, the Web Content Accessibility Guidelines (WCAG) version 2.0, and website accessibility generally; and

**b:** Retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, Title II of the ADA, and WCAG 2.0 to evaluate San Juan County, New Mexico's website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shall be responsible for the annual website accessibility evaluation. San Juan County, New Mexico will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. San Juan County, New Mexico will compensate this independent consultant without regard to the outcome.

**48.** ... San Juan County, New Mexico will:

**a.** Adopt, implement, and post online a policy that its web pages will comply with WCAG 2.0 AA, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), available at [www.w3.org/TR/WCAG](http://www.w3.org/TR/WCAG);

**b.** Distribute the policy to all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;

**c.** Provide training to website content personnel on how to conform all web content and services with, at minimum, WCAG 2.0 AA, Title II of the ADA, and the terms of this Agreement;

**d.** Incorporate provisions ensuring that all of San Juan County, New Mexico's webpages comply with WCAG 2.0 AA into the performance evaluations of the web accessibility coordinator and all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;

**e.** Assess all existing web content and online services for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests of its website and all online services, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers;

**f.** Provide a notice, prominently and directly linked from its homepage, instructing visitors to its websites on how to request accessible information. The link shall provide several methods to request accessible information, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website; and

**g.** Provide a notice, prominently and directly linked from its homepage, soliciting feedback from visitors to its websites on how to improve website accessibility. The link shall provide several methods to provide feedback, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website.

**48.** Within thirty (30) months of the effective date of this Agreement, San Juan County, New Mexico will:

**a.** Ensure that its websites and all online services, including those websites or online services provided by third parties upon which San Juan County, New Mexico relies to provide services or content, comply with, at minimum, WCAG 2.0 AA; and

**b.** Assess all proposed online services before they are made available to the public for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests, using an automated tool approved

by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers.

## SETTLEMENT AGREEMENT BETWEEN THE U.S. AND GALVESTON COUNTY, TEXAS

DJ# 204-74-343

[http://www.ada.gov/galveston\\_tx\\_pca/galveston\\_tx\\_sa.html](http://www.ada.gov/galveston_tx_pca/galveston_tx_sa.html)

### **H. WEB-BASED SERVICES AND PROGRAMS**

**31.** Within two (2) months .... Galveston County will:

**a.** Designate an employee as the web accessibility coordinator .... responsible for coordinating ... compliance with the requirements of Section H of this Agreement. The web accessibility coordinator shall have experience with the requirements of title II of the ADA, the Web Content Accessibility Guidelines (WCAG) version 2.0, and website accessibility generally; and

**b.** Retain an independent consultant, approved by the United States, which approval shall not be unreasonably withheld, who is knowledgeable about accessible website development, Title II of the ADA, and WCAG 2.0 to evaluate Galveston County's website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shall be responsible for the annual website accessibility evaluation. Galveston County will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. Galveston County will compensate this independent consultant without regard to the outcome.

**c.** Retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, title II of the ADA, and WCAG 2.0 to evaluate Galveston County's website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shall be responsible for the annual website accessibility evaluation. Galveston County will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. Galveston County will compensate this independent consultant without regard to the outcome.

**32.** Within three (3) months of the effective date of this Agreement, and annually thereafter, Galveston County will:

**a.** Adopt, implement, and post online a policy that its web pages will comply with WCAG 2.0 AA, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), available at [www.w3.org/TR/WCAG](http://www.w3.org/TR/WCAG).

**b.** Distribute the policy to all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;

**c.** Provide training to website content personnel on how to design, develop and maintain all web content and services to be accessible by persons with disabilities with, at minimum, WCAG 2.0 AA, and conform with title II of the ADA and the terms of this Agreement;

**d.** Incorporate provisions ensuring that all of Galveston County's web pages comply with WCAG 2.0 AA into the performance evaluations of the web accessibility coordinator and all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;

**e.** Assess all Galveston County owned existing web content and online services for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests of its website and all online services, using an automated tool approved by the United States, to identify any accessibility barriers and (2) in conjunction with the independent consultant, engage persons with disabilities, including, at a minimum, individuals who are blind, deaf and have physical disabilities (such as those limiting the ability to use a mouse),

to test its pages for ease of use and accessibility barriers. Galveston County will be responsible for reasonably compensating these persons with disabilities.

**f.** Provide a notice, prominently and directly linked from its homepage, instructing visitors to its websites on how to request accessible information. The link shall provide at least two methods to request accessible information, including an accessible form to submit feedback, an email address, or a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website; and

**g.** Provide a notice, prominently and directly linked from its homepage, soliciting feedback from visitors to its websites on how to improve website accessibility. The link shall provide at least two methods to provide feedback, including an accessible form to submit feedback, an email address, or a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website.

**33.** Within five (5) months of the effective date of this Agreement, Galveston County will:

**a.** Ensure that its websites and all online services, including those websites or online services provided by third parties upon which Galveston County relies to provide services or content, comply with, at minimum, WCAG 2.0 AA; and

**b.** Assess all proposed online services to be offered by Galveston County before they are made available to the public for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) in conjunction with the independent consultant, engage persons with disabilities including, at a minimum, individuals who are blind, deaf and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers. Galveston County will be responsible for reasonably compensating these persons with disabilities.