

AHEAD 2026 • POLICY, LAW, & RISK MANAGEMENT

It's Not My Problem, Right?

Liabilities and risks arising from inaccessible third parties

Judith Risch, JD, PhD • M. Beth Valentine, PhD

About Us



Judith Risch, JD, PhD

Consultant

Judith Risch Advisory Services

judy@judithrisch.com



M. Beth Valentine, PhD

Director, ADA & Accessibility Services, ADA/504 Coordinator

Virginia Tech

bvalentine@vt.edu

FRAMING

Why This Session?

“Third-party accessibility means vetting digital vendors. That’s it, right?”

WRONG.

Your institution’s accessibility obligations follow its programs into every space, system, and relationship it doesn’t control — vendors AND affiliated partners.

Courseware, LMS & e-texts

Publisher platforms, proctoring, AI tools

Clinical & field placements

Hospitals, K–12 schools, industry sites

Leased & partner housing

Private operators, master leases

Library services

Inter-library loan, licensed databases

Travel & transportation

State contracts, rentals, charters

Study abroad & away

Partner institutions and third party providers

AGENDA

Welcome & framing

Why 'third party' is bigger than you think

Brainstorm

Map your campus's third-party footprint

Legal fundamentals

Why the institution stays on the hook

Nine scenarios

Real-world breakdowns — you make the call

Threads & toolkit

Patterns and practical risk mitigation

Discussion & Q&A

Apply it to your institution

Where do third parties touch your students (and employees, and program participants, and...)?

1. Two minutes with a neighbor: list every place a student's access depends on someone your institution doesn't control.
2. Call them out — we'll capture them up front.
3. Keep your list handy: check items off as today's scenarios hit them.

Prompts if stuck

- Who houses your students?
- Who evaluates their fieldwork?
- Whose software do they log into?
- Whose building hosts your events?
- Who drives them there?

You Can Delegate the Work — Never the Duty

ADA Title II / Title III

Public institutions (Title II) and private institutions (Title III) must provide equal opportunity in all services, programs, and activities — within the United States or within territorial waters.

Section 504

Any institution receiving federal funds may not exclude or deny benefits to qualified individuals with disabilities — in any program or activity, including those run with or through partners.

The regulations say it out loud

A public entity may not discriminate “directly or through contractual, licensing, or other arrangements” ([28 C.F.R. § 35.130\(b\)\(1\)](#), repeated [\(b\)\(3\)](#)). Section 504 equivalents: [34 C.F.R. § 104.4\(b\)\(1\)](#) and [\(b\)\(4\)](#); see also [§ 104.43\(b\)](#), which requires assuring equal opportunity in programs “not wholly operated” by the institution.

The 2024 Title II Digital Accessibility Rule

WCAG 2.1 AA

The technical standard for web content & mobile apps

Apr 26, 2027

Compliance deadline — larger public entities

Apr 26, 2028

Smaller public entities & special districts

The rule covers web content and mobile apps a public entity “provides or makes available” — including through contractual, licensing, or other arrangements.

Translation: your vendor’s LMS, the state’s procured software, the publisher’s platform — if you provide it to students, its conformance is your problem.

But...remember your pre-existing obligations to provide equal access. Don't wait for April!

What's at Stake — and Where Risk Hides

The exposure

- OCR complaints and resolution agreements — with monitoring that outlives the dispute
- DOJ enforcement and consent decrees
- Private litigation — compensatory damages available under Title II/504 for deliberate indifference
- Operational disruption: mid-semester scrambles, pulled platforms, re-procurement
- Reputational harm with students, families, accreditors, and legislators



Where it hides

- Contracts, MOUs, and affiliation agreements that never mention accessibility
- “Somebody else vetted it” — the state, a peer school, the vendor’s own ACR
- Dispersed ownership: procurement, IT, academic affairs, disability services — everyone assumes it’s someone else’s job
- Renewals that roll over without re-testing
- Partner sites no one has ever vetted



“She’s a Safety Risk — Get Her Out”

THE SITUATION

A student teacher in your education program has a degenerative condition; he uses a service dog and a wheelchair. His cooperating classroom teacher has worked well with him the first two weeks of the placement.

Then the principal walks in, sees the service dog and the wheelchair, and announces he is “a safety risk” who “should leave immediately.”

YOU MAKE THE CALL

- Whose problem is this — the district’s or yours?
- Can a principal exclude a service animal as a “safety risk”?
- What do you do in the next 24 hours?



“ESAs Aren’t Covered Anymore”

THE SITUATION

Your campus holds a 99-year lease with a private operator running an apartment building occupied 100% by your students. Rent is billed through student accounts; the college pays the building’s operating costs.

A student with PTSD — whose emotional support animal is already an approved campus accommodation — is told by the operator that ESAs “aren’t covered under the Fair Housing Act anymore.”

YOU MAKE THE CALL

- Is the operator right about the FHA?
- Does this look like university housing? Why does that matter?
- Whose accommodation process should govern?



The Scan We Borrowed

THE SITUATION

Your library obtains a scanned 1994 dissertation through inter-library loan for a student with limited vision.

**The scan is an image-only PDF — their screen reader can't read a word of it.
The student is upset: they need this source and can't use it.**



YOU MAKE THE CALL

- Who owes them an accessible version — the lending library or yours?
- Doesn't copyright stop you from remediating it?
- What does an accessible ILL workflow look like?
- Does it matter whether the reading is required for a course, a resource for research, or just something they want to read?

The State Picked the Vendor

THE SITUATION

State policy requires your institution to book all vehicle rentals through Rental Car Company, Inc.

A traveler who drives with hand controls needs a rental for required program travel — and the company doesn't offer hand-controlled vehicles.

YOU MAKE THE CALL

- Does a state procurement mandate excuse the institution?
- What are the rental company's own ADA obligations?
- What does this traveler get this week?



“Listless University Said It Was Great”

THE SITUATION

Your school spends \$250,000 on an AI-powered PDF remediation tool. When you ask about guarantees, you're told: “Listless University says it's great — the AI works magic. No need to put it in the contract.”

You start using it. It doesn't work.

YOU MAKE THE CALL

- What's your recourse now?
- What should have been in the contract?
- Who's liable for the inaccessible PDFs you already published?



“Not Our Building, Not Our Snow”

THE SITUATION

Your admissions office hosts a January admitted-student event at a building the university doesn't own. Despite a snowstorm that morning, the event goes forward.

The admissions coordinator hosting the event arrives and can't get up the stairs with her walker — snow has buried the entrance. Her boss's answer: “It's not our building. There's nothing we can do.”

YOU MAKE THE CALL

- Does “not our building” end the analysis?
- She's an employee — what does that change?
- What should the facility-use agreement have covered?



“The State Approved It, So It’s Fine”

THE SITUATION

The state procures instructional software that lets students comment on videos and interact asynchronously — a great engagement tool.

One problem: the comment tool and video controls have no keyboard access. Students who can’t use a mouse are locked out entirely.

YOU MAKE THE CALL

- Does state approval satisfy YOUR Title II obligations?
- What does the 2024 rule say about content provided “through contractual arrangements”?
- What’s the stopgap — and what’s the fix?



“The Contract Says They’re Accessible”

THE SITUATION

The university buys 100 new desks marketed as “accessible.” A student who uses a wheelchair reports the desks don’t fit a standard chair.

As ADA Coordinator you ask: did anyone measure them? Procurement’s answer: “The contract says they’re accessible.”

YOU MAKE THE CALL

- What does “accessible” mean with no specifications?
- What should prepurchase testing have looked like?
- The student is in your office looking at you. What do they get today?



5,000 Miles From Campus

THE SITUATION

A student studying abroad in Spain calls: the partner institution won't provide the extended assignment time they receive at your home campus.

Now change one fact: the program is in Puerto Rico instead. Does your answer change?

YOU MAKE THE CALL

- Do the ADA and 504 follow your programs overseas?
- Why is Puerto Rico the easy case?
- What belongs in the provider agreement and pre-departure process?



Four Threads Running Through All Nine

1

**Liability follows the program,
not the property line**

If it's your student, your program, or your requirement, "their building / their software / their employee" is not a defense.

2

**You can delegate the work —
never the duty**

Contracts assign tasks and shift costs. They do not move the civil-rights obligation off your institution. Ever.

3

**"Someone said it's accessible"
is not due diligence**

Not the vendor, not the state, not Listless University. Verify with specifications, testing, and contract remedies.

4

**The student can't wait
for the contract dispute**

Interim access first — always. Cost-shifting, escalation, and remedies come second, on a separate track.

Your Risk-Mitigation Toolkit

BEFORE YOU SIGN

- Accessibility warranties tied to WCAG 2.1 Level A/AA — not the word “accessible”
- Independent testing & AT-user pilots before payment milestones
- Nondiscrimination + accommodation-cooperation clauses in every MOU & affiliation agreement
- Remedies: cure periods, termination, refunds, indemnification
- Site vetting checklist for placements & venues



WHILE IT RUNS

- Inventory your third-party footprint — all six categories
- Re-test on every major update & renewal; no auto-rollovers
- Train partner staff (housing operators, site supervisors)
- A complaint pathway students & staff actually know
- Standing cross-office team: DS, procurement, legal, IT, academic affairs

WHEN IT BREAKS

- Interim accommodation immediately — separate track from the vendor fight
- Document: dates, notice, responses
- Escalate through the contract & the relationship
- Loop in counsel & procurement early
- Feed the lesson back into your contract templates

Conclusion

1

Which scenario is closest to something on your desk right now?

2

Who at your institution owns third-party accessibility — and does that person know it?

3

What's one clause you'll add to your next contract, MOU, or affiliation agreement?

THANK YOU

It is your problem — and now you have the tools.

Judith Risch, JD, PhD • judy@judithrisch.com

M. Beth Valentine, PhD • bvalentine@vt.edu • Virginia Tech

Session Evaluation

tiny.cc/8zu1101

Thank you for attending!

Your feedback helps shape future programming.

