

**Resolution Agreement  
among the  
U.S. Small Business Administration  
and  
National Federation of the Blind  
and Virgil Stinnett**

**Complaint # 2009-02**

This Resolution Agreement (“Agreement”) is entered into between the U.S. Small Business Administration (“SBA”) on the one hand, and the National Federation of the Blind (“NFB”) and Virgil Stinnett (“Stinnett”) on the other. This Agreement resolves Complaint #2009-02 filed by Brown, Goldstein and Levy, LLP on July 22, 2009 on behalf of NFB and Stinnett alleging violations of Section 508 of the Rehabilitation Act (“Section 508”) on the SBA Website. The parties now wish to come to a complete resolution of all claims, disputes, and controversies relating to the allegations in Complaint #2009-02.

**I. Background**

On July 22, 2009, SBA’s Office of Equal Employment Opportunity & Civil Rights Compliance received an administrative complaint filed by Brown, Goldstein and Levy, LLP on behalf of NFB and Stinnett alleging violations of Section 508 of the Rehabilitation Act relating to the SBA Website.

Section 508 of the Rehabilitation Act, 29 U.S.C. 794d, as amended, provides accessibility requirements for Federal agencies relating to the development, procurement, maintenance or use of electronic and information technology, including website technology used to communicate with the public. Additionally, the Access Board, the Federal agency charged with implementing Section 508, provides technical regulations at 36 C.F.R. Part 1194. Section 508 requires, in part, that individuals with disabilities who are members of the public seeking information or services from a Federal agency have access to and use of information and data that is comparable to that provided to members of the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

Section 508 standards are currently under review by the U.S. Access Board. References in this Agreement to Section 508 standards refer to those standards as they may be amended from time to time.

**II. Definitions**

The following definitions apply to the terms as used in this Agreement.

1. Comparable shall mean that blind people using Screen Access Software or other access technology may access or acquire the same information, engage in the same

transactions or interactions, and enjoy the same benefits and services SBA offers sighted individuals with substantially equivalent ease of use.

2. Content refers to all information provided on Web pages including HTML, downloadable files and documents.
3. User testing for accessibility refers to manual (as opposed to automated) testing procedures performed by an individual to check for Section 508 compliance. User testing may include items such as ensuring alt tags are not only present but logically convey the appropriate information.
4. Web page refers to a single, page or subpage within the [www.sba.gov](http://www.sba.gov) domain (ex. For example, the Maryland District Office page: [www.sba.gov/md](http://www.sba.gov/md)).
5. Website refers to the entire [www.sba.gov](http://www.sba.gov) domain including all its subpages and content.

### **III. 508 Compliance Efforts for SBA.gov**

#### **A. Remediation**

SBA shall fix all of the specified Section 508 violations and access barriers described in Addendum 1 to this Agreement pursuant to the time frames described in Addendum 1.

#### **B. HUB Zone Mapping Tool**

SBA shall continue to improve and develop the HUB Zone mapping tool so that it is compliant with Section 508. SBA will continue to work with NFB to develop a graphical mapping feature that provides text-equivalent street-level data to blind users in a manner that does not create an undue burden for SBA. SBA will consult with NFB semiannually beginning on the execution of this agreement to discuss potential solutions for the graphical mapping feature. Until such a solution is developed, SBA will offer a Help Desk for any user having difficulty using the mapping tool. From the Help Desk, users may email SBA requesting assistance. An SBA employee will then set up a time to provide answers to questions, interpret data and provide meaningful information to the user. Information describing how to access the Help desk will be displayed on the HUB Zone mapping webpage.

#### **C. Automated Testing**

SBA shall run quarterly automated testing of SBA.gov using a software tool such as Druple to test for Section 508 compliance, and except for results that are identified as false positives, SBA shall correct all Section 508 violations identified within sixty (60) days.

#### **D. User Testing**

SBA shall conduct semiannual user testing beginning on the execution of this Agreement to ensure that blind users can access electronic information and data in accordance with Section 508. At least one blind person experienced in 508 testing and screen reader accessibility will be engaged to conduct this user testing. SBA shall correct all Section 508 violations identified through user testing within sixty (60) days.

## **E. Training**

To ensure Website compliance, SBA recognizes that its staff and contractors involved in the procurement, maintenance, development and use of its Website must be adequately equipped to meet Section 508 standards. To this end, SBA shall do all of the following within ninety (90) days from the execution of this Agreement:

- Train SBA employees and contractors commensurate with their level of involvement with the procurement, maintenance, development and use of the Website so they are aware of Section 508 requirements and compliance strategies.

## **F. Section 508 Coordinator**

By the end of the two year period of this Agreement, SBA will make all reasonable efforts to appoint an Accessibility Coordinator (or such other title as may be designated by the Agency) with authority in either the Office of the CIO or the Office of Enterprise Risk Management and provide that appointee sufficient time and resources to address Section 508 compliance issues as budget permits. The appointment shall comply with the recommendations made by the Department of Justice in its September 2012 Report, attached to this Agreement as Addendum 2. In the interim, and within 30 days of the execution of this Agreement, SBA shall create a 508 compliance team to ensure the agency's compliance with Section 508.

## **G. Procurement Procedures**

In accordance with recommendations made by the Department of Justice in Addendum 2 regarding procurement procedures, the Agency will implement procedures within 180 days (with status updates to Complainants' counsel every 30 days starting from full execution of this agreement) so that all covered future federal contracts procuring EIT comply with Section 508 by incorporating language or terms to this effect.

## **IV. Compensation for Services**

NFB's attorneys and technology experts have expended extensive time and resources while working with SBA to make its new website 508 compliant and develop policies and practices that ensure SBA remains compliant over time. In settlement and compromise of all claims for attorney fees or costs which have or could be made in connection with Complaint #2009-02 and matters resolved herein, SBA shall pay NFB and Stinnett's legal fees and costs in the amount of \$80,000.00. When this Agreement is executed by all parties, a lump sum payment shall be paid to the National Federation of the Blind by delivery to their legal representative, LaBarre Law Offices, within sixty (60) days of the execution of this Agreement, subject to SBA's payment processing requirements. By executing this Agreement, NFB and Stinnett acknowledge that if this amount does not pay all of its representative's claims for payment, SBA is not responsible for the remaining balance due or any taxes due on the payment described in this paragraph.

## **V. Dispute Resolution Process**

The parties shall attempt to resolve any dispute arising out of this Agreement during the effective two years of the Agreement through negotiations among representatives for SBA, NFB, and Stinnett, who have authority to settle the matter.

If the matter is not resolved by negotiation within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through mediation hosted by OHA. Either party can file a notice of the need to mediate a dispute arising out of or relating to this Agreement. Parties should abide by OHA's rules of practice 13 U.S.C. § 134.204 regarding filing and service. A notice of a need to mediate shall be filed and served within 60 days of the written invitation to negotiate.

If the matter has not been resolved through mediation within 90 days of the initiation of that procedure, or if any party will not participate in mediation, the dispute may be filed for adjudication at OHA. The adjudication shall be governed by 13 U.S.C. Part 134.

## **VI. Release with Monitoring Jurisdiction**

Execution of this Agreement will initiate a stay of NFB and Stinnett's right to continue pursuing claims under Complaint #2009-02 and suspend any further action against SBA regarding the issues raised in Complaint # 2009-02 for a period of two (2) years from the date of execution. At the conclusion of two (2) years following execution of this agreement the parties will request the case be dismissed or the judge will dismiss sue sponte. Notwithstanding the foregoing, NFB and Stinnett retain their underlying claims subject to the ongoing jurisdiction of OHA and the limitations imposed by the Dispute Resolution Process of section V of this Agreement. Execution of this Agreement will not constitute admission by any party of any legal or factual claims of the other. SBA's signature on this Agreement will not be construed as an admission or evidence it has not complied with Section 508 of the Rehabilitation Act, 29 U.S.C. 794d, or its implementing regulations or that SBA admits any of the allegations against it.

## **VII. General Terms**

This Agreement shall be in effect for two (2) years from the date of execution.

This Agreement is a resolution of disputed issues. It contains the entire understanding between the parties, and there are no other terms except those specified herein. The parties agree that this Agreement shall not be used in any other proceeding or review for any purpose, except for the enforcement of the provisions contained herein and for tax purposes.

The signatories agree to bind their respective organizations to the terms and conditions outlined in this Agreement.