

**SETTLEMENT AGREEMENT UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN THE UNITED STATES OF AMERICA AND RITE AID CORPORATION**
[Press Release](#)

BACKGROUND

1. The parties to this Settlement Agreement (Agreement) are the United States of America (United States) and Rite Aid Corporation (Rite Aid) (collectively, the Parties).
2. Rite Aid and/or its affiliates own and/or operate www.riteaid.com, which is available through the Internet to computers, mobile devices, tablets, and other similar devices. At this time, Rite Aid and/or its affiliates operate a vaccine registration website, currently found at <https://www.riteaid.com/covid-19> (Vaccine Registration Portal), which provides the ability to remotely and independently obtain information about, and schedule/cancel an appointment to receive, a COVID-19 vaccination.
3. The United States initiated a compliance review under Title III of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12181–12189, and its implementing regulation, 28 C.F.R. pt. 36, to determine whether individuals with disabilities have full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations offered by Rite Aid through its Vaccine Registration Portal (the Compliance Review).
4. Following the Compliance Review, the United States determined that portions of Rite Aid’s Vaccine Registration Portal were not fully accessible to some individuals with disabilities, including those who use screen reader software and those who have difficulty using a mouse to navigate the website. For example, at the time of the Compliance Review, individuals with disabilities who use screen reader software to access Rite Aid’s Vaccine Registration Portal encountered: (1) certain images, buttons, links, headings, and form fields that were unlabeled or had inaccurate alternative text or labels; (2) pop-up windows and error messages that were not reported to screen readers; and (3) tables that were missing header information and proper mark-up. Individuals who, because of disability, navigate the website without using a mouse were unable to readily navigate the Vaccine Registration Portal because, for example, certain buttons could not be selected using a keyboard. In addition, individuals with low vision encountered text and links that had low color contrast with the website’s background. Because of such barriers, individuals with disabilities were unable to fully and equally access the Vaccine Registration Portal to privately and independently obtain information about the COVID-19 vaccination and/or schedule a COVID-19 vaccination appointment.
5. Rite Aid has represented that, as early as the initial development of the Vaccine Registration Portal, it has taken efforts to provide an accessible online experience for individuals with disabilities, including the retention of an outside website accessibility consultant (to conduct an audit and provide guidance) and the use of an automated accessibility scanning tool. Moreover, Rite Aid has also represented that it is continuing to rapidly enhance the accessibility of the Vaccine Registration Portal, based upon the findings of the Compliance Review, additional manual audits (including code review and

assistive technology review involving persons with disabilities) conducted by multiple website accessibility consulting groups, and the continued use of the automated accessibility scanning tool as a supplemental measure. Finally, Rite Aid represented that it recently had one of its outside website accessibility consulting resources provide accessibility training to its employees involved in the development and maintenance of the Vaccine Registration Portal.

6. Title III of the ADA, 42 U.S.C. §§ 12181–12189, and its implementing regulation, 28 C.F.R. pt. 36, prohibit discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation by any private entity that owns, leases (or leases to), or operates a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a).

TITLE III COVERAGE

7. Rite Aid is a private entity that owns and/or operates sales and service establishments whose operations affect commerce. 42 U.S.C. §§ 12181(7), 12182(a); 28 C.F.R. §§ 36.104, 36.201(a). Rite Aid is a public accommodation subject to Title III of the ADA. 42 U.S.C. § 12181(7)(E)–(F); 28 C.F.R. § 36.104.
8. The Attorney General is authorized to conduct periodic reviews of covered entities' compliance with Title III of the ADA. 42 U.S.C. § 12188(b)(1)(A)(i); 28 C.F.R. § 36.502(c).
9. The Attorney General is also authorized to bring a civil action on behalf of the United States in federal court if the Attorney General has reasonable cause to believe that, either:
 - (i) any person or group of persons is engaged in a pattern or practice of discrimination; or
 - (ii) any person with a disability or group of persons with disabilities has been discriminated against and such discrimination raises an issue of general public importance. 42 U.S.C. § 12188(b)(1)(B)(i)-(ii).
10. Rite Aid has cooperated fully in the process of working toward an amicable resolution of this matter and has represented that it will continue to cooperate with the United States in modifying the Vaccine Registration Portal so that it is fully accessible to individuals with disabilities. Rite Aid expressly denies that it has violated Title III of the ADA, and by entering into this Agreement, does not admit any wrongdoing. To that end, this Agreement is a negotiated compromise resolution and none of the terms of this Agreement shall be deemed to constitute an admission by Rite Aid of any violation or liability under Title III of the ADA or any other law or regulation.
11. Given the importance of providing all individuals, including those with disabilities, with a full and equal opportunity to access information about the COVID-19 vaccination and to schedule/cancel a COVID-19 vaccination appointment at a Rite Aid location, the Parties agree that it is in their best interests, and the United States believes that it is in the public interest, to avoid the uncertainties, burdens, and expenses of potential litigation, and voluntarily enter into this Agreement. The Parties agree to the following provisions.

GENERAL NONDISCRIMINATION REQUIREMENTS

12. As required by Title III of the ADA and its implementing regulation, Rite Aid:
- a. Shall not discriminate on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations provided through its Vaccine Registration Portal. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201;
 - b. Shall not deny individuals with disabilities the opportunity to participate in and benefit from the goods, services, facilities, privileges, advantages, and accommodations provided through its Vaccine Registration Portal. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a);
 - c. Shall not provide individuals with disabilities an unequal opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, and accommodations provided through its Vaccine Registration Portal. 42 U.S.C. § 12182(b)(1)(A)(ii); 28 C.F.R. § 36.202(b);
 - d. Shall take the necessary steps to ensure that individuals with disabilities are not excluded, denied services, segregated, or otherwise treated differently with respect to the Vaccine Registration Portal because of the absence of auxiliary aids and services (including accessible electronic and information technology), unless Rite Aid can demonstrate that taking those steps would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations being offered, or would result in an undue burden. 42 U.S.C. § 12182(b)(2)(A)(iii); 28 C.F.R. § 36.303; and
 - e. Shall not utilize standards or criteria or methods of administration that have the effect of discriminating on the basis of disability. 42 U.S.C. § 12182(b)(1)(D); 28 C.F.R. § 36.204.

ACTIONS TO BE TAKEN BY RITE AID

13. Vaccine Registration Portal Accessibility. As long as Rite Aid continues to offer the Vaccine Registration Portal for use by the public (at its current URL or another):
- a. Within thirty (30) days of the Effective Date (the Conformance Date), Rite Aid shall modify, and for the Term of the Agreement thereafter shall maintain, the Vaccine Registration Portal (including all content within the Vaccine Registration Portal referencing or incorporating information about Rite Aid's COVID-19 vaccine services), any direct links from the www.riteaid.com home page (the Homepage) to the Vaccine Registration Portal, and any other navigation path that is added by Rite Aid or provided by Rite Aid on Rite Aid's website leading to the Vaccine Registration Portal (collectively, Vaccine Content) to conform, at a

minimum, to the Web Content Accessibility Guidelines 2.1, at Levels A and AA (June 5, 2018), published by the World Wide Web Consortium, available at www.w3.org/TR/WCAG/ (WCAG 2.1 AA).

- i. For purposes of this Agreement, the Parties agree that achieving conformance with WCAG 2.1 AA, as defined in WCAG, would satisfy the obligation in subparagraph (a). Nothing in this Agreement shall require Rite Aid to modify Vaccine Content to exceed conformance with, or provide a greater level of accessibility and usability than would be achieved through conformance with, WCAG 2.1 AA.
 - ii. It shall not constitute a material breach of this Agreement for Rite Aid to use methods or technologies for achieving accessibility and usability that are not specified in WCAG 2.1 AA, provided that these alternative methods or technologies result in equally effective or greater accessibility and usability of Vaccine Content. If Rite Aid chooses to rely on this provision to satisfy its obligation, in the event of a dispute, the burden for demonstrating equally effective or greater accessibility and usability rests with Rite Aid.
 - b. If Rite Aid is unable to comply with subparagraph (a) in a particular, discrete circumstance, it may provide the United States with a written request for a limited exception, which the United States shall not unreasonably deny. The request shall set forth the reason(s) limiting Rite Aid's ability to comply with subparagraph (a) in the specific instance and the steps Rite Aid will take to enhance accessibility.
 - c. A limited number of isolated instances of noncompliance with subparagraph (a) during the Term of the Agreement shall not constitute a material breach of this Agreement if those failures would not prevent a person with a disability from accessing the substantive information Rite Aid provides about the COVID-19 vaccine, scheduling a vaccination appointment, or completing vaccination-related forms on the Vaccine Registration Portal. Nothing in this provision requires Rite Aid to modify, or seek the modification of, third-party content, except as described in subparagraph (d).
 - d. The Parties agree that nothing in this provision requires Rite Aid to modify, or seek the modification of, third-party content unless the third-party content is necessary for the user to schedule a vaccination appointment or complete vaccination-related forms on the Vaccine Registration Portal.
14. Website Accessibility Notice and Feedback. By the Conformance Date, Rite Aid shall modify its existing "Accessibility" page, which is (and, for the Term of the Agreement, will remain) directly linked from the Homepage and from the Vaccine Registration Portal (the Accessibility Page), to add information regarding Rite Aid's commitment to providing accessible Vaccine Content. The modifications will also include an email address and a toll-free telephone number (which shall accept calls made using video relay

services) where customers, including those with disabilities, can provide feedback on the Vaccine Content's level of accessibility and can request assistance if they experience technical difficulties related to their disability/disabilities in accessing the Vaccine Content. Between the Effective Date and the Conformance Date, Rite Aid shall maintain and continue to monitor all existing means by which customers can currently contact Rite Aid regarding technical difficulties related to their disability/disabilities in accessing the Vaccine Content.

15. Automated Website Accessibility Testing. Rite Aid shall continue to utilize its current automated accessibility testing tool, (Accessibility Tool), to assist in evaluating the Vaccine Content's level of accessibility throughout the Term of the Agreement, as an integrated and routine part of its content development, assessment, and quality control processes.
 - a. Any confirmed barriers to the accessibility of Vaccine Content identified by the Accessibility Tool will be addressed as soon as practicable, but no later than within the next fifteen (15) days following identification of the barrier, unless the barrier would prevent a person with a disability from accessing the substantive information Rite Aid provides about the COVID-19 vaccine, scheduling a vaccination appointment, or completing vaccination-related forms on the Vaccine Registration Portal, in which case it will be addressed within no more than ten (10) days. Nothing in this provision requires Rite Aid to modify, or seek the modification of, third-party content, except as described in Paragraph 13(d).
 - b. If Rite Aid is unable to comply with subparagraph (a) in a particular, discrete circumstance, it may provide the United States with a written request for a limited extension no later than three (3) business days in advance of the deadline set forth in subparagraph (a), which the United States shall not unreasonably deny. The request shall set forth the reason(s) limiting Rite Aid's ability to comply with subparagraph (a).
 - c. Should the Accessibility Tool identify a barrier in Vaccine Content that has not yet been launched that would prevent a person with a disability from accessing the substantive information Rite Aid provides about the COVID-19 vaccine, scheduling a vaccination appointment, or completing vaccination-related forms on the Vaccine Registration Portal, Rite Aid shall not launch that new Vaccine Content until the critical issue has been addressed. Nothing in this provision requires Rite Aid to modify, or seek the modification of, third-party content, except as described in Paragraph 13(d).
 - d. Rite Aid shall include a summary update of the efforts in subparagraph (a) and (c) to the United States as part of its reporting obligations in Paragraph 18.
 - e. Should Rite Aid wish to replace its current Accessibility Tool during the Term of the Agreement, the proposed replacement tool must be acceptable to the United States, whose approval shall not be unreasonably withheld. However, Rite Aid

need not obtain the United States' approval to supplement the existing Accessibility Tool with additional automated products.

16. Website Accessibility Consultant and Evaluation. Rite Aid shall continue to retain its current website accessibility consultant (Website Accessibility Consultant) throughout the Term of the Agreement, as described below.
- a. Throughout the Term of the Agreement, the Website Accessibility Consultant's duties shall continue to include: (1) advising Rite Aid on how to comply with its obligations set forth above in Paragraph 13; and (2) verifying that the Vaccine Content complies with the criteria set forth above in Paragraph 13, including through the use of manual testing from both a programmer/code and user/assistive technology perspective (which will include user testing conducted by individuals who are blind, have low vision, or have difficulty using a mouse utilizing assistive technology related to their disability) (Website Accessibility Audit).
 - b. Rite Aid shall provide its Website Accessibility Consultant's September 2021 Website Accessibility Audit Report to the United States via email by November 5, 2021. The Website Accessibility Consultant shall complete a Website Accessibility Audit of the Vaccine Content and provide Rite Aid with a related report (Website Accessibility Audit Report) according to the following schedule:
 - i. In 2021: by December 20, 2021;
 - ii. In 2022: by February 15, 2022; May 16, 2022; August 15, 2022; and December 15, 2022;
 - iii. In 2023: by February 15, 2023; May 15, 2023; and August 15, 2023; and December 15, 2023; and
 - iv. In 2024: by February 15, 2024; and April 15, 2024.
 - c. Any barriers to the accessibility of Vaccine Content identified by any Website Accessibility Audit will be addressed as soon as practicable, but no later than within the next fifteen (15) days following identification of the barrier, unless the barrier would prevent a person with a disability from accessing the substantive information Rite Aid provides about the COVID-19 vaccine, scheduling a vaccination appointment, or completing vaccination-related forms on the Vaccine Registration Portal, in which case it will be addressed within no more than ten (10) days. Nothing in this provision requires Rite Aid to modify, or seek the modification of, third-party content, except as described in Paragraph 13(d).
 - d. If Rite Aid is unable to comply with subparagraph (c) in a particular, discrete circumstance, it may provide the United States with a written request for a limited extension no later than three (3) business days in advance of the deadline set forth in subparagraph (c), which the United States shall not unreasonably deny. The request shall set forth the reason(s) limiting Rite Aid's ability to comply with subparagraph (c).

- e. A limited number of isolated instances of noncompliance with subparagraph (c) during the Term of the Agreement shall not constitute a material breach of this Agreement if those failures would not prevent a person with a disability from accessing the substantive information Rite Aid provides about the COVID-19 vaccine, scheduling a vaccination appointment, or completing vaccination-related forms on the Vaccine Registration Portal. Nothing in this provision requires Rite Aid to modify, or seek the modification of, third-party content, except as described in Paragraph 13(d).
 - f. Should Rite Aid wish to replace its existing Website Accessibility Consultant during the Term of the Agreement that change must be acceptable to the United States, whose approval shall not be unreasonably withheld. However, Rite Aid need not obtain the United States' approval to retain additional Website Accessibility Consultants, provided its current Website Accessibility Consultant continues to perform the service required in this Paragraph 16.
17. Website Accessibility Training. Within thirty (30) days after the Effective Date of this Agreement to the extent it has not already done so in 2021, and at least once annually thereafter for the Term of this Agreement, Rite Aid shall provide training to all Rite Aid employees involved in the design, development, maintenance, and/or management of the Vaccine Content. This training shall include general instruction on how to develop and maintain the Vaccine Content in accordance with the obligations set forth above in Paragraph 13 (Website Accessibility Training). For persons who must receive Website Accessibility Training pursuant to this Agreement, but who did not receive training on a designated annual training date required under this Agreement (for instance, because they were on leave or because they began their affiliation with Rite Aid subsequent to the training date), Rite Aid shall provide the Website Accessibility Training to such persons within fifteen (15) days after the individual's hire or return from leave and/or as part of the employee's orientation/onboarding training, whichever comes first. Further, Rite Aid will continue to require that contractors and consultants (other than consultants retained for their digital accessibility experience) used for the design, development, maintenance, and/or management of the Vaccine Content shall, prior to commencing work for Rite Aid, either be, or at some point in the one (1) year prior to working with Rite Aid have been, provided with Website Accessibility Training.
18. Recordkeeping and Reporting. Within thirty (30) days after Rite Aid's receipt of each of the Website Accessibility Audit Reports required by Paragraph 16(b) above, Rite Aid shall submit a report via email to the United States summarizing Rite Aid's compliance efforts as required by Paragraphs 13-17 of this Agreement during the prior time period (Compliance Report).
- a. Each Compliance Report shall also include a copy of the most recent Website Accessibility Audit Report, all emails received via the Accessibility page regarding website accessibility barriers to the Vaccine Content, a summary of every call received from customers regarding website accessibility barriers to the Vaccine Content, and a summary of what, if any, steps Rite Aid has taken to

address accessibility issues regarding the Vaccine Content identified via the Website Accessibility Audit Report and/or customer feedback during the relevant reporting period.

- b. This Agreement does not require Rite Aid to produce documents subject to the attorney-client privilege or the work-product doctrine to the United States.
19. Delivery of Information to the Department. All reports and materials required pursuant to this Agreement to be delivered to the Department shall be delivered to the undersigned counsel via electronic mail at anne.langford@usdoj.gov and joy.welan@usdoj.gov, or other persons subsequently specified by the Department.

OTHER PROVISIONS

20. Effective Date. The effective date of this Agreement is the date of the last signature below.
21. Term. The duration of this Agreement will be thirty months from the Effective Date.
22. Subsequent Legislation/Regulations. If during the Term of this Agreement, legislation is passed modifying Title III of the ADA, or the United States Department of Justice promulgates final ADA Title III regulations regarding digital/online accessibility generally and/or website accessibility specifically, the Parties agree to promptly discuss the impact, if any, of such developments on the terms of the Agreement. If the Parties agree, this discussion may lead to modification of the Agreement. However, in no circumstance shall any difference of opinion regarding the impact of such developments on the terms of the Agreement be subject to the “Dispute Resolution” procedure laid out in Paragraph 23.
23. Dispute Resolution. Any disputes under this Agreement shall be resolved according to the following procedure:
- a. Notification in Writing. Counsel for a Party shall promptly notify counsel for the other Party in writing of any perceived non-compliance with the terms of this Agreement, or any other perceived dispute(s) related to the terms, processes, or obligations set forth in this Agreement.
 - b. Meet and Confer. Unless otherwise agreed to by the Parties in writing, with respect to any particular perceived non-compliance or dispute(s), the Parties agree to meet and confer in good faith within fifteen (15) business days after receipt of a written notification of any perceived non-compliance or dispute(s) pursuant to the previous paragraph.
 - c. Application for Further Relief. If the meeting required by part (b) of this Paragraph 23 does not lead to a resolution of the dispute, then, no sooner than fifteen (15) business days after providing the other Parties with written notice of an intent to terminate the meet and confer process, any party may seek to enforce the terms of this Agreement with an appropriate Federal District Court.

24. Non-Waiver. Failure by the United States to enforce any provision or deadline of this Agreement shall not be construed as a waiver of its right to enforce any provision or deadline of the Agreement.
25. Titles. Titles and other headings contained in this Agreement are included only for ease of reference and shall have no substantive effect.
26. Timelines. Any timelines for performance fixed by, or pursuant to, this Agreement may be extended by mutual written agreement of the Parties.
27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. Electronic signatures are acceptable.
28. Severability. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect.
29. Binding Nature of Agreement. This Agreement shall be binding upon Rite Aid (as well as its agents and employees). Rite Aid acknowledges that should it choose to rely on contractors for the creation, maintenance, or alteration of Vaccine Content, Rite Aid nevertheless remains responsible for compliance with this Agreement.
30. Authority. The signatories represent that they have the authority to bind the respective parties identified below to the terms of this Agreement.
31. Entire Agreement. This Agreement constitutes the entire agreement between the Parties on the matters raised herein and no other statement or promise, written or oral, made by any party or agents of any party, that is not contained in this written Agreement shall be enforceable.
32. Modification of Agreement. Any modification of this Agreement shall be by written agreement of the Parties.
33. Consideration. In consideration of the terms of this Agreement as set forth above, the United States agrees to refrain from filing a civil suit under Title III as a result of the investigation leading to this Agreement, except as provided in this Paragraph and in Paragraph 34. Nothing contained in this Agreement is intended or shall be construed as a waiver by the United States of any right to institute proceedings against Rite Aid for violations of any statutes, regulations, or rules administered by the United States or to prevent or limit the right of the United States to obtain relief under the ADA for violations unrelated to this matter.
34. Review and Enforcement. The United States may review or monitor Rite Aid's compliance with this Agreement or the ADA at any time. Rite Aid will provide additional documentation that the United States requests to evaluate Rite Aid's

compliance with the Agreement. Rite Aid will retain the complete Accessibility Tool test results it summarizes for the United States pursuant to Paragraph 15(d), and any written records of the calls it summarizes for the United States pursuant to Paragraph 18(a), for not less than the Term of the Agreement. If the United States believes that the Agreement or any requirement thereof has been breached, following completion of the provisions set forth in Paragraph 23 above, the United States may institute a civil action in an appropriate Federal District Court to enforce this Agreement or the ADA.

35. Other Violations. This Agreement is not intended to remedy any potential violations of the ADA or any other law, other than those specifically addressed by this Agreement. Nothing in this Agreement shall preclude the United States from filing a separate action under the ADA for any alleged violation not covered by this Agreement.

36. Continuing Responsibility. This Agreement does not affect Rite Aid's continuing responsibility to comply with all aspects of the ADA.

By their signatures below, the Parties respectfully consent to the execution of all aspects of this Agreement.

FOR THE UNITED STATES OF AMERICA:

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Acting United States Attorney
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/s/
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FOR RITE AID CORPORATION:

/s/

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Date: 10/27/2021