

INTERIM RESOLUTION AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF JUSTICE AND
THE UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
DEPARTMENT OF JUSTICE NUMBER 171-3-14
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE FOR CIVIL RIGHTS
TRANSACTION NUMBER 22-451932

I. BACKGROUND

- A.** On November 9, 2021, the U.S. Department of Justice, Civil Rights Division and the U.S. Department of Health and Human Services Office for Civil Rights (collectively, “the United States”) opened an investigation to determine whether the Alabama Department of Public Health (ADPH) and the Lowndes County Health Department (LCHD) (collectively, ADPH) are engaging in race discrimination in violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and its implementing regulations, 28 C.F.R. §§ 42.101-112; 45 C.F.R. §§ 80.1-80.13 (collectively, Title VI), and Section 1557 of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18116, as implemented by 45 C.F.R. Part 92 (collectively, Section 1557), in the way that ADPH administers its onsite wastewater disposal and infectious disease and outbreaks programs.

The United States has jurisdiction over this matter under Title VI and Section 1557. Title VI prohibits race, color, and national origin discrimination in any program or activity receiving federal financial assistance, and the Title VI implementing regulations prohibit recipients from using criteria or methods of administering their programs that have the effect of subjecting individuals to discrimination or of substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin. 42 U.S.C. §§ 2000d-2000d-7; 28 C.F.R. §§ 42.101-112, 42.401-415; 45 C.F.R. §§ 80.1-80.13. Section 1557 provides that an individual shall not on the grounds prohibited under Title VI, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity, any part of which is receiving federal financial assistance. 42 U.S.C. § 18116; 45 C.F.R. Part 92. Both statutes also prohibit retaliation. 28 C.F.R. § 41.107(e); 45 C.F.R. § 80.7(e).

- B.** During the course of the investigation, the United States has reviewed thousands of pages of documents, interviewed ADPH leadership and staff, Lowndes County residents,

members of the Lowndes County Board of Commissioners, and various other stakeholders. The United States has also conducted an onsite visit to Lowndes County and held community meetings. While the United States' investigation remains ongoing, the information reviewed by the United States establishes that conventional onsite wastewater systems are often incompatible with the impermeable Black Belt soil prevalent throughout Lowndes County and that conventional systems improperly designed or installed in impermeable soils are expected to — and often do — fail. In the absence of viable wastewater disposal solutions, for generations, many predominantly low-income Black residents of Lowndes County have resorted to “straightpiping” bathwater, fecal matter, and other waste away from their homes. “Straightpiping” refers to a method of attempting to manage wastewater, involving a series of ditches or crudely constructed piping systems to guide human waste away from the residence. The investigation has further shown that due to multiple barriers, most Lowndes County residents do not have the means to obtain, maintain, or repair a functioning, ADPH-permitted onsite wastewater system.

- C. Through the course of the investigation, the United States has identified areas of ADPH's operations that raise concerns about noncompliance with Title VI and/or Section 1557. These areas include, but are not limited to:
1. ADPH's role in the enforcement of Alabama laws that threaten and/or impose criminal and monetary sanctions against residents who do not have the means to obtain a functioning ADPH-permitted onsite wastewater system, which has made many Lowndes County residents fearful about coming forward to report public health harms and concerns; and
 2. ADPH's response in addressing health risks posed to Black residents in Lowndes County and ADPH's practices related to collection of information on the scope and severity of raw sewage exposure as well as the identity of residents harmed by this exposure.
- D. During the investigation, ADPH has stated its commitment to implement measures to abate public health nuisances, address and prevent infectious diseases and outbreaks, collect and maintain data in compliance with Title VI and Section 1557, and protect public health and improve the onsite wastewater infrastructure of Lowndes County. In light of that commitment, the United States and ADPH (collectively, the Parties) have voluntarily entered into this Interim Resolution Agreement (Agreement). This Agreement does not constitute an admission of noncompliance with Title VI and Section 1557 by ADPH; nor does this Agreement constitute a finding of noncompliance by the United States.

II. INTERIM VOLUNTARY RESOLUTION TERMS

The United States has agreed to suspend further investigation of this matter, provided that ADPH implements the terms of this Agreement in good faith and subject to the enforcement terms set forth in Section V of this Agreement. ADPH agrees to take the series of steps outlined in

Section II in order to formulate a Public Health and Infrastructure Improvement Plan that will be used as the basis for the final agreement resolving this matter.

A. ADPH Will Impose a Moratorium on Enforcement of the Sanitation-Related Criminal Statutes and Related Lien Statute Against Individual Residents or Property Owners in Lowndes County

1. Under state law, ADPH is authorized to refer potential violations to law enforcement, which may then result in the issuance of fines, fees, or other penalties. Under state law, ADPH is also authorized to compel connection to private disposal systems, the costs for which is recoverable through a lien placed on the property by the Lowndes County Commission. ADPH will immediately implement a moratorium on referral for prosecution, which could result in fines and fees, against individual residents or property owners in Lowndes County with inadequate onsite wastewater systems who do not have the means to install or repair an ADPH-permitted onsite wastewater system designed to function at the residence, and who take these steps to come into compliance with the Alabama sanitation-related statutes: (i) provide information to ADPH to identify their method of wastewater disposal in response to a survey or study, and/or (ii) submit a program application for a residential onsite system under any program overseen by ADPH and confine any sewage, where discharged, to the individual's property. This includes a moratorium on swearing out warrants and summonses for unlawful sewage disposal in Lowndes County pursuant to Alabama's sanitation-related statutes, and taking any action pursuant to Ala. Code § 45-43-171(a)(2). The moratorium will be in effect until the termination of this Agreement as provided in Section VI.B. and information collected prior to this termination date will not be the basis for referrals that were not otherwise available under the moratorium.
2. As used in this Agreement, "inadequate onsite wastewater systems/system" refers to residences that are not connected to a municipal sewer system and lack a functioning, ADPH-permitted onsite wastewater system. This includes residences with no system for removing wastewater from the home, and those which rely on any other method apart from a functioning, ADPH-permitted onsite wastewater system. Examples of inadequate onsite wastewater systems can include a failing septic tank, unpermitted septic tank, unpermitted outhouse,¹ cesspool, or use of straight pipes. As used in this Agreement, an individual who "does not have the means to install or repair an ADPH-permitted onsite wastewater system" refers to a Lowndes County resident or homeowner who faces one or more of the following barriers to obtaining a functioning, ADPH-permitted onsite wastewater system: lack of finances or assets, lack of clear title to property, or other non-legal or non-financial factors/barriers that limit an individual's ability to complete the process of obtaining a functioning, ADPH-permitted onsite wastewater system. This term shall be interpreted expansively, with the presumption that Lowndes

¹ The parties understand that under Ala. Admin. Code § 420-3-1-.43, outhouses or "pit privies" may be permitted only in specific circumstances.

County residents who currently do not have an ADPH-permitted onsite wastewater system experience financial, legal, or other barriers (not legal or financial) to install/repair such a system. As used in this Agreement, “sanitation-related statutes” refers to any provision of the Code of Alabama, the Alabama Administrative Code, or any other State or local statute or regulation used by ADPH for the administration of the agency’s onsite wastewater program. This includes Ala. Code § 22-26-1 et seq. and Ala. Code § 45-43-171.

3. Within 30 days of the effective date of this Agreement ADPH will issue a press release by posting it on its website and on social media sites and other broadly accessible platforms and disseminate or mail notices to all medical providers covering Lowndes County and to each household to inform residents of Lowndes County of the content and purpose of the Moratorium, subject to approval by the United States prior to publication. As used in this Agreement, medical providers include, but are not limited to, school health centers, pharmacies, outpatient care providers, hospitals, and clinics.
4. ADPH’s “Official Notice of Violation” for Ala. Code §§ 22-2-14, 22-26-1, et seq. as related to inadequate onsite wastewater systems will be revised to prominently include the content outlined in the Appendix to this Agreement.
5. ADPH, including third party contractors or agents working on ADPH’s behalf, will not refer for criminal prosecution or compel connection to private disposal systems, any Lowndes County resident or property owner who (1) does not have the means to connect to an available public sewerage system or (2) does not have the means to install/repair an ADPH-permitted onsite system covered by Ala. Code § 45-43-171.
6. Within 30 days of the effective date of this Agreement, ADPH will inform the Lowndes County Board of Commissioners that it will not compel connection to an onsite system pursuant to Ala. Code § 45-43-171(a)(2) while the moratorium (Section II.A.) is in effect.

B. ADPH Will Conduct a Public Health Information Campaign Regarding Risks Associated with Raw Sewage Exposure

1. Within 90 days of the effective date of this Agreement, ADPH will expand its public health information campaign to inform residents about the risk of contact with raw sewage; symptoms of illness associated with raw sewage; how to contact a health care provider regarding concerns of such illnesses; methods of preventing such illness; safe cleanup after a sewage backup inside a home; procedures for reporting issues related to raw sewage exposure to ADPH; and how to properly use, care for, and maintain a septic system.
2. ADPH will provide all draft public health information campaign print materials and all materials posted to the ADPH website to the United States for approval and provide a timeline and other appropriate updates on the dissemination of these

materials. The United States will not unreasonably withhold approval. As used in this Agreement, materials do not include social media posts.

The educational campaign will include remote areas of Lowndes County. The campaign will include door-to-door outreach, where feasible, radio and print ads, flyers, and mailers, and other appropriate communication platforms.

3. ADPH will make a good faith effort to collaborate with other Federal partners to implement the informational campaign, including, but not limited to, the U.S. Centers for Disease Control and Prevention (CDC), Health Resources and Services Administration, and the Administration for Children and Families.
4. ADPH will provide materials from its public health information campaign to all identified persons who do not have a lawful means of sewage disposal.
5. The public health information campaign will last for the duration of this Agreement.

C. ADPH Will Share Information with Health Care Providers on Symptoms of and Illnesses Related to Raw Sewage Exposure

1. Within 90 days of the effective date of this Agreement, ADPH will share with health care providers for Lowndes County residents, including school-based health centers and providers, educational materials about health conditions associated with exposure to raw sewage to ensure that health care providers consider sewage exposure as a possible contributing factor to illness in patients presenting with compatible symptoms. This information-sharing may expand upon any existing efforts by ADPH to create a continuing medical education program for medical providers, to identify symptoms of and treatment for sanitation-related infections and other parasitic infections and illnesses related to exposure to raw sewage.
2. ADPH will make a good faith effort to work in partnership with institutes of higher education, medical associations, and/or community-based organizations with specialized knowledge in the relevant issue areas to implement and design the continuing medical education program.
3. ADPH will provide all current and proposed educational materials prepared or collected to satisfy this provision, Section II.C., to the United States for approval.
4. ADPH will provide the educational materials described above to medical offices which serve Lowndes County residents to share with patients. Prior to distribution of these educational materials, ADPH will provide to the United States, for approval, a list of health care providers and medical offices that will receive the materials from ADPH.
5. ADPH will share the educational materials described above with healthcare providers statewide via email using Alabama Emergency Response Technology health alert network messages.

6. ADPH will make the educational materials described above available on ADPH Infectious Diseases and Outbreaks webpages.
7. The actions described in this provision, Section II.C., will last for the duration of this Agreement.

D. ADPH Will Request Environmental Health Technical Assistance from CDC to Assess Exposure Risk from Inadequate Onsite Wastewater Systems in Lowndes County

1. Within 30 days of the effective date of this Agreement, ADPH will make a formal request to CDC for environmental health technical assistance to assess levels of risk of infectious diseases and public health threats that may be associated with exposure to raw sewage and related environmental conditions from inadequate onsite wastewater system in Lowndes County. As used in this Agreement, “environmental health technical assistance” may include a CDC Community Assessment for Public Health Emergency Response (CASPER) or any other forms of technical assistance deemed appropriate by CDC.
2. The purpose of the environmental health technical assistance will be to: (a) investigate the prevalence and severity of risk of infectious diseases and public health threats that may be associated with exposure to raw sewage and related environmental conditions in Lowndes County by population cluster or other appropriate subset and (b) advise ADPH on the development and implementation of efforts to reduce the risk of disease. The environmental health technical assistance will be concentrated on residences with inadequate onsite wastewater systems, and those located in proximity to wastewater treatment lagoons experiencing sewer backup, overflow, and related conditions.
3. In relation to any technical assistance activities, ADPH will work directly with CDC to ensure that personally identifiable information is protected and will notify Lowndes County residences that any communication as part of the CDC technical assistance will not be used to cite or refer any resident for prosecution, which could result in fines or fees, under the Alabama sanitation-related statutes.
4. Should CDC approve the request for environmental health technical assistance, ADPH agrees to cooperate in good faith with the CDC and any other federal, state, local, non-governmental, community organizations, and academic institutions which CDC identifies as part of the environmental health technical assistance. This cooperation includes the provision of requested information and staff resources as deemed necessary by CDC.
5. ADPH agrees to implement any recommendations developed through the course of the environmental health technical assistance, which may include discussing potential implementation considerations with the appropriate parties. ADPH agrees to prioritize the implementation of any recommendations, such as installation of onsite wastewater systems, based on risk of exposure to infectious

diseases and public health threats as determined by CDC. ADPH agrees to share any CDC reports and/or any information obtained from the CDC with the United States within 10 calendar days of ADPH's receipt.

E. ADPH Will Conduct a Comprehensive Assessment of Site Conditions and Prerequisites to Installation of Onsite Wastewater Systems in Lowndes County

1. ADPH will promptly conduct a comprehensive assessment of the site conditions and prerequisites to installation of onsite wastewater systems for each residence with an inadequate onsite wastewater system in Lowndes County, subject to the approval of the United States. The assessment will identify each residence in Lowndes County with an inadequate onsite wastewater system, and collect the following categories of information by address: (a) level of risk of infectious diseases or other public health threats associated with exposure to raw sewage and other related environmental conditions; (b) site conditions related to selection of an appropriate onsite wastewater system; (c) any legal, financial, or other barriers that must be resolved prior to installation of an appropriate onsite wastewater system; and (d) household demographic information, including race/ethnicity data.
2. As part of this assessment, ADPH will incorporate current efforts to plot existing permitted onsite wastewater systems in Lowndes County using GIS mapping and any other relevant information ADPH can access. The assessment shall incorporate technical assistance and resources provided by or available from CDC (Section II.D.) or any other appropriate federal, state, local, non-governmental entity, community organizations, and academic institutions. ADPH will observe trespassing laws and request consent before entering private property, as necessary. The Parties understand that each category of the Assessment may require independent collections of information that may occur concurrently, may be performed by separate entities, and is subject to the approval of the United States and reporting requirements in Section III.
3. ADPH agrees to contract with an independent third party(ies) with appropriate expertise to collect the information needed to complete the comprehensive assessment. If ADPH, despite good faith efforts, is unable to identify any available qualified third party to carry out the provisions of this Section, ADPH will timely notify the United States and the Parties will negotiate in good faith to identify an alternative solution.
4. Within 30 days of the effective date of the Agreement, ADPH will provide the name of any proposed independent third party to the United States for approval, inform the United States of any prior contractual or fiduciary relationship between ADPH and the independent third party and, upon approval, include the name of the independent third party as part of Section II.E.5. below. Should ADPH determine that a request for proposal is required, ADPH shall provide the name of the entity selected through the competitive bidding process within 45 days of the effective date of this agreement. ADPH will provide notice to the United States

where a competitive bid process or similar procedure to hire a third party will take or is expected to take more than 45 days to complete. Once the independent third party has been selected and approved by the United States, the name of the third party shall be made public in a press release issued by ADPH.

5. The United States will approve any assessment methodology prior to its implementation, including, as necessary, the collection of information to ensure compliance with Title VI and Section 1557. The United States will work with ADPH to revise and finalize the methodology as warranted.
6. Prior to commencement of the comprehensive assessment, ADPH will issue a press release, post on its website, and mail notice to each household to inform Lowndes County residents that the information sought for this assessment is (1) part of ADPH's compliance with federal civil rights laws and an interim resolution Agreement with the United States and (2) will not be used to cite or refer any resident for prosecution, which could result in fines or fees, under the Alabama sanitation-related statutes.
7. ADPH will provide to the United States a status update on the assessment's progress as required under Section III (Reporting) below.
8. ADPH will complete this assessment within six months of the effective date of this Agreement and provide the results and other assessment data to the United States.
9. Within 30 days of completing the relevant stages of the assessment, as determined by the Parties, ADPH will post a summary of the assessment results on its website. The United States will approve the initial public summary on the assessment's results prior to publication.

F. ADPH Will Develop a Public Health and Infrastructure Improvement Plan

1. ADPH will develop a Draft Public Health and Infrastructure Improvement Plan (PHIIP). The PHIIP will set forth actions that ADPH will take to protect public health and improve onsite wastewater infrastructure of Lowndes County. ADPH agrees that these actions will be prioritized based on risk of exposure to infectious diseases and public health threats. The PHIIP will set forth, at a minimum:
 - a. The methodology for selecting and prioritizing Lowndes County residences that will receive ADPH-permitted systems, applying the findings of the comprehensive assessment;
 - b. The timeline for installing ADPH-permitted systems at each residence based upon the comprehensive assessment;
 - c. The number and type of ADPH-permitted systems that will be installed at each residence based on the comprehensive assessment;
 - d. The process for informing Lowndes County residents of Section II.F.1.a-c;

- e. Plans for obtaining and using federal funding, including American Rescue Plan Act, and other funding or technical assistance designated to ADPH from the Alabama legislature or other entities, to (a) install technologically sound, ADPH-permitted onsite wastewater systems designed to function in Lowndes County site conditions, (b) expand public health campaigns in Lowndes County, and (c) develop and provide educational materials for health care providers for Lowndes County residents on health conditions associated with exposure to raw sewage as a possible contributing factor to illness in patients presenting with compatible symptoms.
 - i. The plans will include identifying funding and technical assistance opportunities for programs to protect public health and improve the onsite wastewater infrastructure of Lowndes County.
 - ii. The plans will include designating a person responsible for overseeing implementation of the plans.
 - iii. The plans will include informing the United States of the status of funding and technical assistance applications by ADPH as provided in Section III (Reporting).
- f. Initiatives to expand access to functioning, ADPH-permitted onsite wastewater systems, including consideration of parts and services warranty requirements;
 - i. For any such initiatives, ADPH will not seek a lien in relation to installation or maintenance of systems;
 - ii. For any such initiatives, ADPH will develop a plan to ensure that any agent/contractor working on ADPH's behalf will not seek a lien in relation to installation or maintenance of systems.
- g. Plans for continued collection of race and ethnicity data of the beneficiaries of ADPH's onsite wastewater program for the United States to ascertain compliance with Title VI and Section 1557;
- h. Plans for continued implementation of the Public Health Information Campaign (Section II.B.) and Information-Sharing with Health Care Providers on Symptoms of and Illnesses Related to Raw Sewage Exposure (Section II.C.);
- i. Plans to screen and monitor for infectious diseases and outbreaks related to raw sewage exposure;
- j. Plans for immediate temporary solutions for residences with inadequate onsite wastewater systems pending installation of functioning, ADPH-permitted onsite wastewater systems; and any additional solutions to expand access to functioning, ADPH-permitted onsite wastewater systems.

- k. Plans for (a) continuation of the Moratorium for all Lowndes County residents or property owners with inadequate onsite wastewater systems who do not have the means to install/repair an ADPH-permitted wastewater system designed to function at the residence and who do not have an installed ADPH-permitted onsite wastewater system as of January 1, 2025, and (b) conclusion of the Moratorium after installation of ADPH-permitted onsite wastewater systems for all residents described herein; and
 - l. Plans for implementing the recommendations of any CDC environmental health technical assistance described in Section II.D.
 - m. The PHIIP will include the process that ADPH will follow to solicit, coordinate, engage with, and receive the input of Lowndes County residents, representatives of Lowndes County residents, wastewater, infrastructure, soil, and engineering experts, and environmental justice advocates, on the amelioration of public health effects of inadequate onsite wastewater systems.
2. ADPH is required to incorporate the input of these groups covered in II.F.m, through community engagement and other platforms on a quarterly basis, in developing the Draft PHIIP and Final PHIIP. ADPH is required to provide a status update on this process to the United States as set forth in Section III (Reporting).
 3. The initial Draft PHIIP will be submitted to the United States within six months of the effective date of this Agreement. ADPH will submit a Final PHIIP within one year of the effective date of this Agreement, subject to the approval of the United States, and engage in good faith efforts to implement all PHIIP provisions.
 4. The Final United States-approved PHIIP will incorporate Sections III (Reporting), IV (General Terms), and V (Enforcement Terms) of this Agreement and will cover a three-year period from the date that the United States approves the PHIIP with termination as provided in Section VI (Effective Date and Termination), or as modified by all Parties to this Agreement.

G. Funding and Technical Assistance for Activities Related to Compliance with the Interim Resolution Agreement Terms

1. ADPH may utilize any available funding, including but not limited to funds received through the American Rescue Plan Act, to support its activities to comply with the terms of this Agreement. If ADPH determines that it does not have sufficient funds or resources to carry out any of the terms of this Agreement, ADPH agrees to apply for any appropriate funding or program that can address such deficiencies. ADPH is committed to working with the United States to identify applicable funding and technical assistance sources. The United States will provide relevant information to support ADPH's efforts, as appropriate.
2. As set forth in Section III, ADPH will provide regular updates to the United States on its efforts to seek appropriate funding and technical assistance. Those

updates shall include, without limitation, the specific steps that ADPH has taken to secure funding or technical assistance, including designating a person responsible for identifying and applying for any appropriate funding or program identifying potential funding sources, the status of any applications for those funding sources, and ADPH's engagement with other relevant entities that may also be securing funding to address the issue of inadequate onsite wastewater systems and risk of exposure to raw sewage and related public health threats in Lowndes County.

III. REPORTING

On the 15th day of each month, unless modified by the Parties to this Agreement, ADPH will provide to the United States status updates on its progress toward compliance with all provisions of this Agreement. ADPH will email these updates to the following individuals, or other persons as may be designated by the United States:

Selin Cherian-Rivers

Attorney
Federal Coordination and Compliance Section
Civil Rights Division
U.S. Department of Justice
150 M Street, NE
Washington, DC 20530
Selin.Cherian-Rivers@usdoj.gov

Barbara Stampul

Regional Manager
Office for Civil Rights
U.S. Department of Health and
Human Services
Office for Civil Rights
61 Forsyth Street, S.W.
Atlanta, GA 30303-8909
Barbara.Stampul@hhs.gov

The Parties agree to engage in additional communication apart from these monthly updates, as needed.

IV. GENERAL TERMS

- A.** Each Party representative executing this Agreement certifies that they are authorized to enter into it, consent to its terms, and legally bind their party to it.
- B.** If any provision in this Agreement is found invalid, all other provisions remain valid.
- C.** The provisions in this Agreement are the entire agreement. No other statement or promise, written or oral, made by either party or its agents regarding the matters raised in this Agreement, that is not contained or referred to in this Agreement, will be enforceable. This Agreement may be amended only in writing.
- D.** Should ADPH need to modify this Agreement because changed conditions make performance impossible, ADPH will send the United States a written request that includes a detailed explanation of why the modification is needed. The United States will respond in a timely manner. The United States must agree in writing before a modification may occur. The United States will not unreasonably withhold approval.

- E.** ADPH will not intimidate, threaten, coerce, discriminate, or take other adverse action against any individual who has made a complaint, testified, assisted, or participated in any manner in this Title VI and Section 1557 investigation.
- F.** This Agreement does not prohibit any individual from pursuing a Title VI complaint, or any other action allowed by law, against ADPH. This Agreement does not affect the United States' ability to investigate or act on any allegations of Title VI violations beyond those included in this matter.
- G.** ADPH will ensure that any written materials disseminated to the general public are written in plain language and accessible to persons with communication disabilities and individuals with limited English proficiency.


V. ENFORCEMENT TERMS

- A.** If ADPH, despite good faith efforts, anticipates that it will be unable to meet any deadline set forth in this Agreement, it will timely notify the United States of the delay and the reason for it. The Parties will negotiate in good faith to agree to a reasonable adjusted timeline.
- B.** If, during the course of this Agreement, the United States determines that ADPH has not complied with the terms of the Agreement, the United States will provide ADPH written notice of the noncompliance and the Parties will attempt to resolve the issue(s) in good faith.
- C.** If the United States determines that ADPH has not in good faith complied with the terms of this Agreement, the United States will resume investigation of ADPH's administration of its onsite wastewater and infectious diseases and outbreaks programs under Title VI and Section 1557 and take additional steps to achieve compliance per 28 C.F.R. § 42.107(d).

VI. EFFECTIVE DATE AND TERMINATION

- A.** The effective date of this Agreement is the date of the last signature below.
- B.** The Agreement will terminate three years from the date that the United States approves the PHIIP so long as the United States determines that ADPH has substantially complied with the terms of this Agreement and the PHIIP.

**For the Alabama Department of
Public Health**



Date: 4/17/2023

Scott Harris, M.D., M.P.H.
State Health Officer
Alabama Department of Public Health
201 Monroe Street, Suite 1552
Montgomery, AL 36104

For the United States

U.S. Department of Justice



Date: 5/3/23

Kristen Clarke
Assistant Attorney General
Civil Rights Division

Christine Stoneman, Chief
Daria Neal, Deputy Chief
Selin Cherian-Rivers, Attorney
Kaitlin Toyama, Attorney
Federal Coordination and Compliance Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

**U.S. Department of Health and Human
Services**



Date: 05/03/23

Melanie Fontes Rainer
Director
Office for Civil Rights

Pamela Barron, Deputy Director,
Civil Rights Division

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201

Barbara Stampul, Regional Manager
Beatriz Romero-Escobar, Senior Investigator
Region IV (Southeast), Office for Civil Rights
U.S. Department of Health and Human Services
Sam Nunn Atlanta Federal Center, Suite 16T70
61 Forsyth Street, S.W.
Atlanta, GA 30303-8909

Appendix

ADPH's "Official Notice of Violation" for Ala. Code §§ 22-2-14, 22-26-1 et seq. as related to inadequate onsite wastewater systems will be revised to prominently include the following content:

- A.** The notice will warn and inform residents of the health consequences of exposure to raw sewage. The notice will describe steps that residents and others can take to prevent the spread of diseases and illnesses associated with exposure to raw sewage, and inform residents to immediately contact their healthcare provider if they believe they may be sick due to raw sewage exposure.
- B.** The notice will state that, where a resident or property owner does not have the means to install/repair an ADPH-permitted onsite wastewater system designed to function at the residence, they will not be fined or referred for prosecution if they take these steps to minimize public health nuisances related to inadequate onsite wastewater systems and to come into compliance with the Alabama sanitation-related statutes: (i) provide information to ADPH to identify their method of wastewater disposal in response to a survey or study, and/or (ii) take steps to participate in any ADPH programs for the installation of ADPH-approved onsite wastewater systems on the property and confine sewage discharge, if any, to the resident's/property owner's property.
- C.** The notice will provide information about available ADPH programs for installation of ADPH-approved onsite wastewater system onsite to all identified persons who do not have a lawful means of sewage disposal.
- D.** This notice will state the following or contain similar language, as determined appropriate by the United States, to inform Lowndes County residents of ADPH's moratorium for enforcement of the Alabama sanitation-related statutes:

*You are receiving this notice of noncompliance with the Public Health Laws of Alabama as related to the required installation/repair of an onsite wastewater system permitted by ADPH. Ala. Code 22-10-1; 22-2-14. Noncompliance can result in fines and referral for prosecution. **However**, if you (owner of the residence/property) do not have the means to install/repair an ADPH-permitted onsite wastewater system, you can take the following steps towards compliance with the public health laws of Alabama and requirements related to onsite wastewater systems:*

(i) provide information to ADPH to identify your method of wastewater disposal in response to a survey conducted on behalf of ADPH (for information on this survey see ADPH website at ____ or the ADPH letter sent to your residence; if you have not received notice of this survey, please contact _____ at (insert phone number), and/or

(ii) submit a program application for a residential onsite system under any program overseen by ADPH and confine sewage discharge, if any, to your property.

If you take these steps to install/repair an ADPH-permitted onsite wastewater system, ADPH will not issue a fine, fee, or refer you for prosecution under Ala. Code 22-10-1; 22-2-14; or other related Alabama law.

- E.** ADPH will submit the revised notice of violation to the United States for approval within 30 days of the effective date of this Agreement.
- F.** ADPH shall not use any information obtained or provided in connection with any Notice of Violation or otherwise to cite, fine, or refer any resident for prosecution of the public health laws of Alabama.