

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

STATE OF ILLINOIS; STATE OF
CALIFORNIA; STATE OF COLORADO;
and STATE OF MINNESOTA,

Plaintiffs,

v.

RUSSELL VOUGHT, *in his official capacity
as Director of the Office of Management &
Budget*; U.S. OFFICE OF MANAGEMENT
AND BUDGET; ROBERT F. KENNEDY
JR., *in his official capacity as Secretary of the
U.S. Department of Health & Human
Services*; U.S. DEPARTMENT OF HEALTH
AND HUMAN SERVICES; JIM O'NEILL,
*in his official capacity as Acting Director of
the U.S. Centers for Disease Control &
Prevention*; U.S. CENTERS FOR DISEASE
CONTROL AND PREVENTION; DONALD
J. TRUMP, *in his official capacity as
President of the United States*; and the
UNITED STATES;

Defendants.

Case No. 1:26-cv-1566

**PLAINTIFF STATES' EMERGENCY MOTION
FOR A TEMPORARY RESTRAINING ORDER AND 5 U.S.C. § 705 STAY**

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INTRODUCTION

On February 9, the Department of Health and Human Services (“HHS”) began a three-day countdown clock by notifying Congress of its intent to cut more than \$600 million in Centers for Disease Control and Prevention (“CDC”) grants to the four Plaintiff States, based on sheer political animus. That animus has been expressed in recent months—and more broadly over the last year—as an intent to punish Plaintiff States for their sanctuary policies, for their clean energy policies, for the existence of protests against federal actions in their jurisdictions, and for countless other reasons. The grants at risk, which could be terminated as soon as February 12, are the backbone of Plaintiff States’ public health infrastructure. Without them, Plaintiff States will have diminished capacity to track disease outbreaks, maintain and improve their data systems, and collect basic public health data—data on which CDC itself relies. Most damaging of all, Plaintiff States would be forced to lay off hundreds of trained public health professionals—a devastating and irreparable loss of institutional knowledge and expertise.

These drastic and potentially life-threatening harms have their genesis in a directive from the Office of Management and Budget (“OMB”) commanding other agencies (of which CDC is the first) to punish States disfavored by this administration by stripping them of funding. Defendants do not even attempt to offer a rational explanation for this directive (the “Targeting Directive”), nor can there be one, given the retaliatory nature of this policy. Indeed, the President himself has conceded that, after implementing the Targeting Directive, “they [the targeted States] can sue us, and maybe they’ll win.”¹

¹ *Press Secretary Karoline Leavitt Briefs Members of the Media* 1:38:26 (Jan. 20, 2026), <https://www.whitehouse.gov/videos/press-secretary-karoline-leavitt-briefs-members-of-the-media-jan-20-2026>.

Instead, Defendants claim only that the targeted programs are “inconsistent with agency priorities.” But this vague justification is obvious pretext and, in any event, lacks sufficient reasoning to support the change in policy effectuated by the Targeting Directive. Accordingly, the Targeting Directive is arbitrary and capricious. Indeed, Defendants’ own words show that the basis of the Targeting Directive is nothing more than “unjustifiable bias or partisanship,” which constitutes “a violation of the arbitrary-and-capricious standard.” *Level the Playing Field v. Fed. Election Comm’n*, 961 F.3d 462, 464 (D.C. Cir. 2020) (quotation omitted). Moreover, the Targeting Directive appears to be an attempt to punish Plaintiff States and/or coerce Plaintiff States into adopting policies more favorable to the administration by threatening their residents’ very lives. That violates the Spending Clause and the separation of powers, and is inconsistent with the core principles of federalism and state sovereignty enshrined in the Tenth Amendment.

Given the severity of the harm that Plaintiff States and their people will suffer if the Targeting Directive is implemented, and the clear illegality of Defendants’ Targeting Directive, Plaintiff States respectfully request that the Court enter a time-limited temporary restraining order keeping in place the status quo until Thursday, February 19, 2026, or other such date on which a preliminary injunction can be heard. In light of the urgent circumstances underlying this motion, **Plaintiff States respectfully request that a temporary restraining order be entered by 11 a.m. on Thursday, February 12, 2026.**

FACTUAL BACKGROUND

On February 9, 2026, Defendants notified Congress of their intent to imminently terminate more than 60 CDC grants only to Plaintiff States and entities therein, totaling more than \$600 million. Under the terms of the most recent consolidated appropriation, that started a clock of “3 full business days” before the terminations to ensue. *See* Consolidated Appropriations Act of 2026,

Pub. L. 119-75, § 524. The targeted grants fund basic public health infrastructure in Plaintiff States, including hundreds of state and local public health positions in key areas such as disease surveillance and information-technology modernization. Without those funds, Plaintiff States will immediately be forced to lay off scores of experienced public health professionals—a loss of talent and institutional knowledge that will be impossible to replace. Many of the other state grants slated for termination fund disease surveillance, outbreak tracking, and other data collection—and that lost data, too, will be impossible to replace, leaving months-long or years-long gaps in the information Plaintiff States use to detect outbreaks, identify injury trends, and respond to emerging public health threats. The same is true of interruptions in funding for grants supporting long-term projects: If multi-year studies are cut off or contracts are broken halfway through, Plaintiff States cannot simply pick up where they left off.

In their notification to Congress of these impending cuts, Defendants stated—to the extent they identified any reasoning whatsoever—that they were targeting these particular grants in these particular States because they were “inconsistent with agency priorities.” Defendants linked, however, to a CDC “priorities statement”² that lists “investing in innovation to prevent, detect, and respond to . . . infections and communicable diseases,” “strengthening” and “modernizing public health infrastructure,” and “enhancing our approach to health data”—i.e., precisely the areas supported by the targeted grants. Moreover, identical grants in the other 46 States, which necessarily stand in the same position with regard to CDC’s priorities, are not scheduled to be cut.

Instead, these terminations trace back to a long-running campaign by the Trump Administration to punish States for various policy disagreements, including so-called “sanctuary

² Centers for Disease Control & Prevention, *CDC Priorities*, <https://www.cdc.gov/about/cdc/index.html>.

policies,” purported “fraud” in their provision of social services, their opposition to national-guard deployments in their jurisdictions, their commitment to clean-energy programs, and other disagreements. This campaign began on the first day of President Trump’s second term, with the issuance of an executive order directing the Secretary of Homeland Security to “ensure that so-called ‘sanctuary’ jurisdictions . . . do not receive access to Federal funds,”³ and continued with near-monthly acts of retaliation against such jurisdictions, either by stripping them of funding or by imposing draconian and unlawful grant conditions.⁴

The most recent salvo in this campaign, and the one responsible for the retaliatory terminations at issue here, is the “Targeting Directive” issued by OMB targeting Plaintiff States for funding cuts. The Directive is unexplained and irrational, but one explanation is that it is based on the President’s stated intention in a speech on January 13 to “not mak[e] any payments to anybody that supports sanctuary cities.”⁵ The President doubled down on those comments in later comments to reporters and on social media over the following days.⁶ In particular, on January 20, President Trump remarked, “They can sue us, and maybe they’ll win, but we’re not giving money to sanctuary cities anymore as of the beginning of the month.”⁷

³ Exec. Order No. 14159, § 17, 90 Fed. Reg. 8443, 8446 (Jan. 20, 2025).

⁴ See Compl. ¶¶ 28–28.

⁵ *President Trump Delivers Remarks to the Detroit Economic Club* 58:47 (Jan. 13, 2026), <https://www.whitehouse.gov/videos/president-trump-delivers-remarks-to-the-detroit-economic-club>.

⁶ Geoff Mulvihill, *Trump Threatens To Halt Federal Money Next Month not only to Sanctuary Cities but also Their States*, Assoc. Press (Jan. 13, 2026), <https://apnews.com/article/trump-sanctuary-cities-states-federal-funding-f0bb01398d9d955a498170e7334ce14a>; Donald Trump (@realDonaldTrump), Truth Social (Jan. 14, 2026), <https://truthsocial.com/@realDonaldTrump/posts/115893309945152200>.

⁷ *Press Secretary Karoline Leavitt Briefs Members of the Media* 1:38:26 (Jan. 20, 2026), <https://www.whitehouse.gov/videos/press-secretary-karoline-leavitt-briefs-members-of-the-media-jan-20-2026/>.

That same day, the Office of Management and Budget (“OMB”) sent a “budget data request” to all federal agencies (except for the Departments of Defense and Veterans Affairs) seeking “a detailed report on Federal funds provided to components, agencies, or instrumentalities of *certain States*.”⁸ Those States are California, Colorado, Connecticut, Delaware, the District of Columbia, Illinois, Massachusetts, Minnesota, New Jersey, New York, Oregon, Rhode Island, Vermont, Virginia, and Washington. With the exception of Virginia, each of these States (or their localities) appeared on a “list of sanctuary jurisdictions” published by the Department of Justice on August 5, 2025.⁹ And since that time, the Virginia Governor issued an executive order with provisions similar to those in the laws of the States that appear on the “sanctuary jurisdiction” list.¹⁰ Under the timeline in the request, agencies were required to provide OMB with sufficient data to centralize a purportedly complete inventory of all non-defense federal funding to those 14 jurisdictions by the end of January.

Sometime in early February, OMB issued the Targeting Directive, following through on President Trump’s January threats by commanding other agencies to cut funding to Plaintiff States. The President himself described an “order” on February 2.¹¹ On February 4, the first dominos fell when a *New York Post* article announced that OMB was instructing the Department of

⁸ Off. of Mgmt. & Budget, Budget Data Request No. 26-09, *Federal Awards to Entities in Select States*, at 1 (Jan. 20, 2026) (emphasis added).

⁹ See Press Release, Dep’t of Just., *Justice Department Publishes List of Sanctuary Jurisdictions* (Aug. 5, 2025), <https://www.justice.gov/opa/pr/justice-department-publishes-list-sanctuary-jurisdictions>.

¹⁰ See Press Release, Gov. of Va., *Governor Spanberger Establishes Principles for Virginia Law Enforcement, Signs Executive Order and Directive* (Feb. 4, 2026), <https://www.governor.virginia.gov/newsroom/news-releases/name-1112242-en.html>; Va. Exec. Order No. 12 (2026), *Public Safety, Constitutional Policing, and Community Trust*, <https://www.governor.virginia.gov/media/governorviriniagov/governor-of-virginia/pdf/ed/EO-12-Public-Safety,-Constitutional-Policing,-and-Community-Trust.pdf>.

¹¹ Dan Bongino Show, Ep. 2443, at 1:34:13 (Spotify, Feb. 2, 2026).

Transportation and the CDC to terminate more than \$1.5 billion of grants to Plaintiff States.¹² In the article, an OMB spokesperson promised that “more grant cancellations were expected.”¹³

On February 9, HHS took the penultimate step in implementing the Targeting Directive by providing Congress with notice of its intent to terminate a wide swath of CDC grants in Plaintiff States—and only Plaintiff States. Pursuant to the Consolidated Appropriations Act of 2026, Pub. L. 119-75, § 524, HHS must provide such notice “not less than 3 full business days” before carrying out grant terminations. Thus, because notice was provided on February 9, starting on February 12, nothing will stand in the way of Defendants implementing the Targeting Directive—beginning with the CDC grants mentioned above, and with OMB promising more to come.

LEGAL STANDARD

The fundamental purpose of temporary relief is to preserve “the interim *status quo*,” meaning “the last uncontested status preceding the controversy,” so that a “prevailing party . . . will not find his victory valueless.” *LTD Commodities, Inc. v. Perederij*, 699 F.2d 404, 406 (7th Cir. 1983). To be entitled to a preliminary injunction or a temporary restraining order, a plaintiff must first “demonstrate[e] a likelihood of success on the merits and a likelihood of irreparable harm in the absence of preliminary relief.” *Indiana Right to Life Victory Fund v. Morales*, 112 F.4th 466, 471 (7th Cir. 2024) (cleaned up); *USA-Halal Chamber of Commerce, Inc. v. Best Choice Meats, Inc.*, 402 F. Supp. 3d 427, 433 n.5 (N.D. Ill. 2019). Once that is established, the plaintiff must show that “the balance of equitable interests tips in favor of injunctive relief.” *Indiana Right to Life*, 112 F.4th at 471. This inquiry requires a court to “consider both ‘the public interest’ as well

¹² Josh Christenson, *White House Instructs DOT, CDC to Cut \$1.5B in Grants for Dem States, Citing ‘Waste and Mismanagement,’* N.Y. Post (Feb. 4, 2026), <https://nypost.com/2026/02/04/us-news/white-house-instructs-dot-cdc-to-cut-1-5b-in-woke-green-grants-for-dem-states>.

¹³ *Id.*

as the ‘competing harms’ that would flow to the parties from a grant or denial of the requested injunction.” *Id.* (quoting *Korte v. Sebelius*, 735 F.3d 654, 665 (7th Cir. 2013)). When the government is a party to the lawsuit, the public interest and the harm to the party merge. *Missouri v. Trump*, 128 F.4th 979, 997 (8th Cir. 2025). The Seventh Circuit employs a “sliding scale” approach to this balancing: “if a plaintiff is more likely to win, the balance of harms can weigh less heavily in its favor, but the less likely a plaintiff is to win the more that balance would need to weigh in its favor.” *GEFT Outdoors, LLC v. City of Westfield*, 922 F.3d 357, 364 (7th Cir. 2019) (cleaned up). The APA also allows courts to stay “agency action” to “prevent irreparable injury.” 5 U.S.C. § 705. This standard mirrors the preliminary injunction standard. *Cook Cnty. v. Wolf*, 962 F.3d 208, 221 (7th Cir. 2020).

ARGUMENT

Plaintiff States’ request to preserve the status quo should be granted. Plaintiff States are highly likely to succeed on the merits of their claim that the Targeting Directive, grounded in no rational consideration but only retaliatory partisan animus, is arbitrary and capricious. They are also likely to succeed in showing that Defendants’ confessed intention to punish them based on disfavor for their policies violates the Constitution. Plaintiff States face irreparable and immediate harm if the Targeting Directive’s first repercussions, the forthcoming CDC grant terminations, are allowed to go into effect today or tomorrow. The Court should act to preserve the status quo.

I. Plaintiff States are likely to succeed on the merits.

Plaintiff States are highly likely to succeed in establishing that the Targeting Directive violates the APA because it is arbitrary and capricious. *See* 5 U.S.C. § 706(2)(A). A blanket command to cut funds, divorced from any purpose of the funding at issue, could not be anything else. The partisan animus behind the Targeting Directive will never add up to a “rational

connection” between any “facts found” and “choice made.” *Motor Vehicle Mfrs. Ass’n of the U.S., Inc. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983). Here, the Targeting Directive threatens to slash funding for critical public health infrastructure, which has no rational relationship to Plaintiff States’ policies on unrelated topics where the President happens to disagree with Plaintiff States. Even more fundamentally, this retaliation against Plaintiff States, attempting to force them to change their policies through funding cuts, is unconstitutional.¹⁴

A. The Targeting Directive is arbitrary and capricious.

The Targeting Directive mandated that CDC cut over \$600 million in critical health funds because of political animus toward Plaintiff States. There could be no clearer violation of the “reasoned decisionmaking” that the APA requires. *Dep’t of Homeland Sec. v. Regents of the Univ. of Cal.*, 591 U.S. 1, 16 (2020) (quotation omitted). “[D]ecisions featuring unjustifiable bias or partisanship are precisely the types of agency actions that ... work a violation of the arbitrary-and-capricious standard.” *Level the Playing Field*, 961 F.3d at 464 (quotation omitted). “A fundamental norm of administrative procedure requires an agency to treat like cases alike.” *Westar Energy, Inc. v. FERC*, 473 F.3d 1239, 1241 (D.C. Cir. 2007). Rather than treat like cases alike, Defendants have singled out four disfavored jurisdictions and intend to slash their public health funding. That action is—to put it mildly—deeply irrational.

Stated another way, the purposes of public health funding are completely unrelated to either the President’s general animus toward these targeted jurisdictions or, more specifically, their policies around cooperation with federal immigration enforcement. An agency action is arbitrary

¹⁴ In order to file this motion as expeditiously as possible, Plaintiff States have briefed only a subset of the claims on which they would ultimately plan to seek judgment in this case.

or capricious where it is not “reasonable and reasonably explained.” *FCC v. Prometheus Radio Project*, 592 U.S. 414, 423 (2021). An agency must provide “a satisfactory explanation for its action, including a rational connection between the facts found and the choice made.” *State Farm Mut. Auto. Ins. Co.*, 463 U.S. at 43 (cleaned up).

No “rational connection” could possibly lie between promoting the public health, on the one hand, and partisan animus, on the other. The grants at issue support the core infrastructure of state public health agencies, including these agencies’ workforce, foundational capabilities, and data systems. Ex. 3 (Underwood Decl.), ¶ 9; Ex. 4 (Thoele Decl.), ¶ 10. The Public Health Infrastructure Grant (“PHIG”) program provides the basic funds that allow States to run modern public health systems. Ex. 1 (Rudman Decl.), ¶ 16; Ex. 3 (Underwood Decl.), ¶ 10; Ex. 4 (Thoele Decl.), ¶ 10. It is irrational for an agency to ignore public health impacts like “reduce[d] access to vaccines and other medical care.” *Wolf*, 962 F.3d at 231. It is doubly irrational for the Targeting Directive to ignore those impacts in pursuit of unrelated goals: Infectious disease “does not respect the differences between citizens and noncitizens” or partisan affiliation. *Id.* So the purposes of public health have nothing to do with whether a State elects a Democratic or Republican governor, or whether a State uses its own law enforcement resources to enforce federal immigration law.

To be sure, Defendants have offered another account of the Targeting Directive: The reason given to Congress for the forthcoming grant terminations, to Plaintiff States’ current knowledge, is a generic invocation of “agency priorities.” But agency action cannot be upheld based on “an explanation for agency action that is incongruent with what the record reveals about the agency’s priorities and decisionmaking process.” *Dep’t of Com. v. New York*, 588 U.S. 752, 785 (2019). The “agency priorities” that Defendants cite would support continuing, not terminating, these critical public health grants. *See supra* p. 3. The threadbare explanation for the Targeting Directive cannot

erase Defendants’ extensive and public expressions of animus toward the four targeted Plaintiff States. *See supra* pp. 1, 3–4. Indeed, all 50 States receive these public-health grants, and all are utilized by the States in generally the same way, Ex. 1 (Fanelli Decl.), ¶ 10, but only the four Plaintiff States’ PHIG grants have been chosen for termination.

This Court “cannot ignore the disconnect between the decision made and the explanation given,” and it should not credit “contrived reasons.” *Dep’t of Com*, 588 U.S. at 785. Plaintiff States are highly likely to show, in the course of this litigation, that Defendants were motivated by partisan prejudice and animus toward Plaintiff States’ policies regarding civil immigration enforcement. *See, e.g., Illinois v. Noem*, __ F. Supp. 3d. __ 2025 WL 3707011, at *12 (D.R.I. Dec. 22, 2025) (at summary judgment, rejecting the Department of Homeland Security’s argument that it did not consider “sanctuary jurisdiction designation”).

In any event, even if Defendants had not made their true motivation abundantly clear through public statements, the Targeting Directive is arbitrary because it dramatically changed Defendants’ position without offering even a shred of explanation in any of the documents effectuating the change of policy. When changing positions, an agency “must show that there are good reasons for the new policy,” *FCC v. Fox Television Stations, Inc.*, 556 U.S. 502, 515 (2009), and consider any “serious reliance interests” engendered by the status quo, *Regents*, 591 U.S. at 30. “In explaining a change in policy, ‘an agency must also be cognizant that longstanding policies may have engendered serious reliance interests that must be taken into account.’” *Wolf*, 962 F.3d at 229–30 (quoting *Encino Motorcars, LLC v. Navarro*, 579 U.S. 211, 212 (2016)). In the grant context, just as in any other, if an agency has “determined that the grant was the best way to fulfill the purposes of” a program, then “[i]n rescinding that determination, the [agency is] clearly

compelled to give adequate reasoning for the dramatic change of course.” *Robbins v. Reagan*, 780 F.2d 37, 48 (D.C. Cir. 1985).

The Targeting Directive cuts funding without regard for these reliance interests and without a word of explanation. The Directive abandons longstanding support for basic public health infrastructure on which the States heavily rely, and one which the CDC still claims as a priority. *See supra* p. 3. For instance, to date, CDC has never provided the California, Colorado, or Illinois Departments of Public Health any kind of notice that their administration of the PHIG grant was in any way unsatisfactory. Ex. 1 (Fanelli Decl.), ¶ 17; Ex. 3 (Calonge Decl.), ¶ 17; Ex. 4 (Thoele Decl.), ¶ 15. Defendants thus provide no “good reasons for the new policy” grounded in the purpose of the grants at issue. *Fox Television Stations*, 556 U.S. at 515.

B. The Targeting Directive is unconstitutional.

Plaintiff States are likely to succeed on the merits of their second and third causes of action because the Targeting Directive transgresses the Constitution by violating the separation of powers and by attaching retroactive conditions to awarded federal funds in violation of the Spending Clause and fundamental principles of state sovereignty embodied in the Tenth Amendment.

The Spending Clause provides that “[t]he Congress shall have Power To . . . provide for the . . . general Welfare of the United States.” U.S. Const. art. I, § 8, cl. 1. Congress’s authority over spending is broad and exclusive. *Consumer Fin. Prot. Bureau v. Cmty. Fin. Servs. Ass’n of Am., Ltd*, 601 U.S. 416, 429–30 (2024). Its will cannot be undone by the Administration to support its own policy prerogatives, regardless of how well reasoned or related it may be. *Train v. City of New York*, 420 U.S. 35, 47 (1975); *In re Aiken Cnty.*, 725 F.3d 255, 259 (D.C. Cir. 2013) (Kavanaugh, J.). Here, the administration does so based solely on ill-defined political animus and

a desire to punish its enemies. Such action violates the separation of powers. U.S. Const. art. I, § 8, cl. 1.

These actions similarly run afoul of the limits placed on Spending Clause authority. Under the Clause, Congress may “attach conditions on the receipt of federal funds.” *South Dakota v. Dole*, 483 U.S. 203, 206 (1987). But “[t]he spending power is of course not unlimited.” *Id.* at 207. Most importantly here, the Spending Clause requires “clear notice” of conditions and prohibits “surprising participating States with post acceptance or ‘retroactive’ conditions.” *Pennhurst State Sch. & Hosp. v. Halderman*, 451 U.S. 1, 25 (1981). These Spending Clause limitations apply equally to the Executive Branch. *See, e.g., Santa Clara v. Noem*, No. 25-CV-08330-WHO, 2025 WL 3251660, at *34 (N.D. Cal. Nov. 21, 2025); *California v. U.S. Dep’t of Transp.*, 788 F. Supp. 3d 316, 322–23 (D.R.I. 2025).

Defendants have violated the Spending Clause by attempting to impose post-acceptance or retroactive conditions on funding. Defendants have targeted the four Plaintiff States because they disagree with Plaintiff States overall policy choices, including apparently Plaintiff States’ choices about how to deploy their own law enforcement resources. *See supra* pp. 2–4. That Defendants’ action is premised on this animus-based targeting is demonstrated not only by the President’s statements and OMB’s directive but also by the fact that non-targeted States continue to receive funding under the same grants for materially identical purposes. Indeed, some of the funding at issue was awarded by CDC just a few weeks ago, based on the same agency priorities, *e.g.*, Ex. 3 (Calonge Decl.), ¶¶ 12(i), 24; making clear that the real reason for the action was to target Plaintiff States.

Yet Defendants provided no clear notice, before acceptance or at the time of acceptance, that funding could be terminated based on sheer political animus. The Targeting Directive

effectively mandates compliance with these retroactive and unspecified requirements because it requires termination of funds as punishment for failure to comply. *See, e.g., Ass'n to Pres. & Protect Loc. Livelihoods v. Sidman*, 147 F.4th 40, 46 (1st Cir. 2025) (observing that a rule can be “enforced via penalty”). This violation of the Spending Clause simultaneously violates Plaintiff States’ reserved sovereign powers under the Tenth Amendment. “Respecting [the] limitation” that a “State voluntarily and knowingly accepts” conditions on federal funds is “critical to ensuring that Spending Clause legislation does not undermine the status of the States as independent sovereigns in our federal system.” *Nat’l Fed’n of Indep. Bus. v. Sebelius*, 567 U.S. 519, 577 (2012) (“*NFIB*”) (quoting *Pennhurst*, 451 U.S. at 17). The constitutional order also preserves to the States “broad autonomy in structuring their governments and pursuing legislative objectives,” *Shelby Cnty., Ala., v. Holder*, 570 U.S. 529, 543 (2013), including through setting local policies and law enforcement priorities. *See City & Cnty. of San Francisco v. Trump*, 783 F. Supp. 3d 1148, 1184 (N.D. Cal. 2025). Defendants’ effort to impose retroactive funding conditions to retaliate against Plaintiff States for their civil immigration enforcement policies is an improper attempt to force Plaintiff States to abandon their sovereign choices and to dragoon Plaintiff States into obeying the President’s demands.

Nor may the federal government retroactively impose spending clause conditions to punish Plaintiff States for embracing “sanctuary” laws. *Cf. Illinois v. Fed. Emergency Mgmt. Agency*, 801 F. Supp. 3d 75 (D.R.I. 2025); *Noem*, 2025 WL 3707011 (D.R.I. Dec. 22, 2025). The Framers ensured that “powers which ‘in the ordinary course of affairs, concern the lives, liberties, and properties of the people’” are “held by governments more local and more accountable than a distant federal bureaucracy.” *NFIB*, 567 U.S. at 536 (quoting *The Federalist* No. 45, at 293 (J. Madison)). Those powers include the ability to allocate state and local law enforcement resources in

accordance with statewide policies. The federal government may disagree with such decisions, but that is “not the province of the national authorities to determine.” *Patterson v. Kentucky*, 97 U.S. 501, 504 (1878). “Illinois and the other States are not bound by [the federal government’s] hope or expectation” that the State’s law enforcement resources are diverted to the federal government’s priorities. *McHenry Cnty. v. Kwame Raoul*, 44 F.4th 581, 592 (7th Cir. 2022). The Spending Clause does not authorize the imposition of retroactive conditions to punish Plaintiff States for their policy decisions. And here, the federal government is punishing Plaintiff States by intruding on yet another area of state sovereign power: administration of public health. *Metro. Life Ins. Co. v. Massachusetts*, 471 U.S. 724, 756 (1985). The slashed funds, which had already been allocated by states for critical public health projects, are targeted to disrupt the Plaintiff States’ ability to carry out this core sovereign function. By foisting an impermissible retroactive demand on Plaintiff States to accede to the President’s favored policy or risk devastating public health funding cuts that threaten the lives of their residents, the Targeting Directive violates the Separation of Powers, Spending Clause and the Tenth Amendment as alleged in counts two and three of the complaint and must be enjoined from taking effect.

II. The equities compel emergency relief.

The balance of the equities weighs heavily in favor of preserving the status quo by preventing Defendants from implementing the Targeting Directive until a preliminary injunction can be heard.

A. Preliminary relief is needed to avert irreparable harm.

Plaintiff States will suffer irreparable harm absent emergency relief. The Targeting Directive, if allowed to be implemented, would be devastating to Plaintiff States’ public health systems, depriving them of over \$600 million in critical funds. And because Plaintiff States lack

the resources to replace this massive loss of funding, the result would be public health systems with less staff, poorer equipment and data systems, and a diminished ability to serve the needs of patients, putting patients' health and lives at risk.

The impacts from the loss of PHIG funding readily demonstrate this irreparable harm. PHIG grants are meant to strengthen the U.S. public health system by building capacity in three core areas: workforce (which aims to increase the size and capabilities of the public health workforce), foundational capabilities (which aims to strengthen overall systems, processes, and policies to ensure a strong core infrastructure necessary to support essential public health services), and data modernization (which, among other things, aims to increase recipients' ability to use public health data to identify and address issues of public health concern).

PHIG grant funds are key to Plaintiff States' efforts to strengthen public health infrastructure. The loss of these funds would result in the immediate and severe disruption of state public health capacity. Across Plaintiff States, nearly 500 State employees' positions are funded by this grant. *See* Ex. 1 (Fanelli Decl.), ¶ 11 (265.5 employees); Ex. 3 (Calonge Decl.) ¶ 32 (48 employees); Ex. 4 (Thoele Decl.), ¶ 31 (99 employees); Ex. 5 (Underwood Decl.), ¶ 24 (57 employees). These positions are put at risk by the Targeting Directive.

California, for instance, uses PHIG grant funding to pay experienced epidemiologists to mentor less experienced public health staff, to pay a nurse to work in areas lacking healthcare profession, to update the State's ability to send and receive electronic laboratory data, and to provide urgent dental care to underserved children. *See* Ex. 1 (Fanelli Decl.), ¶ 22. And one of California's local grant recipients, the County of Santa Clara Department of Public Health, used PHIG funds to launch of a new data management system that has allowed the department to transition from outdated paper- and fax-based disease reporting and tracking to modernized

electronic data ingestion more readily able to adapt to new diseases and outbreaks. *See* Ex. 2 (Rudman Decl.), ¶ 18. Similarly, Illinois uses PHIG grant funding to pay State disease surveillance teams, support emergency preparedness work, and fund data modernization projects. *See* Ex. 4 (Thoele Decl.), ¶¶ 10, 31.

The loss of the PHIG grant funding would undermine similar efforts in all Plaintiff States, disrupting workforce development programs that are critical to building the State's future public health workforce, disrupting the States' ability to train skilled public health staff and to prepare for public health emergencies, and requiring widespread layoffs of public health employees. *See* Ex. 4 (Thoele Decl.), ¶¶ 30–36; Ex. 5 (Underwood Decl.) ¶¶ 25–29. The result would be worsened patient outcomes, including greater risk of death. In California, abrupt termination of these critical public health infrastructure grants would occur amidst record breaking levels of measles cases in our state and across the U.S., including our first measles outbreak in California in 5 years: loss of these resources will make it more difficult to detect public health threats early, and lead to delayed response such as post-exposure prophylaxis for exposed vulnerable populations such as infants, pregnant women, and those with compromised immune systems, resulting in preventable hospitalizations and deaths. *See* Ex. 1 (Fanelli Decl), ¶ 26.

PHIG funds are also passed through to hundreds of local public health agencies. Ex. 1 (Fanelli Decl), ¶ 23; Ex. 2 (Rudman Decl), ¶ 15; Ex. 3 (Calonge Decl.) ¶ 34; Ex. 4 (Thoele Decl.), ¶ 33; Ex. 5 (Underwood Decl.), ¶ 26. For example, in Illinois, the PHIG funds Lead Poisoning Prevention grants to 25 local health departments, as well as Local Health Department Workforce Development Support Grants that support 674 public health jobs at 96 local agencies. Ex. 4 (Thoele Decl), ¶ 33. In Minnesota, similarly, PHIG funds support about 200 positions for 52 local health departments, including for community health assessments and planning. Ex. 5 (Underwood Decl),

¶ 27. Losing these funds would disproportionately impact small, rural health departments—the very health departments with the greatest needs. *Id.*; *see also* Ex. 1 (Fanelli Decl), ¶ 23; Ex. 3 (Calonge Decl.), ¶ 35; Ex. 4 (Thoele Decl.), ¶ 35.

These “potentially dire public health consequences” constitute irreparable harm. *Wolf*, 962 F.3d at 234. Like the Seventh Circuit, courts across the country have repeatedly acknowledged that these types of harms are irreparable. *See Mozilla Corp. v. Fed. Commc’ns Comm’n*, 940 F.3d 1, 62 (D.C. Cir. 2019) (irreparable harm that “[p]eople could be injured or die”); *New York v. Sullivan*, 906 F.2d 910, 918 (2d Cir. 1990) (finding irreparable harm when the “[d]enial of benefits potentially subjected claimants to deteriorating health, and possibly even to death”); *Rivera Lujan v. Fed. Motor Carrier Safety Admin.*, No. 25-1215, 2025 WL 3182504, at *2 (D.C. Cir. Nov. 13, 2025) (finding irreparable harm because of the “potential injury or death for residents”); *see also Harris Cnty., Texas v. Kennedy*, 786 F. Supp. 3d 194, 220 (D.D.C. 2025) (finding irreparable harm based on lost funding and stating that “[e]ven restoring all funding at a later date cannot make up for lost time that would have been spent fulfilling plaintiffs’ public-health departments’ missions of preventing infectious disease”); *Colorado v. U.S. Dep’t of Health & Hum. Servs.*, 783 F. Supp. 3d 641, 650 (D.R.I. 2025) (“the immediate, unilateral termination of these public health grants has disrupted the States’ public health systems and caused direct and irreparable harm to public health”), *appeal dismissed*, No. 25-1671, 2025 WL 4057116 (1st Cir. July 29, 2025).

B. Preliminary relief is needed to prevent the United States from manipulating this Court’s jurisdiction.

The Supreme Court has held that even the chance that “the Government *may have argued*” later “that no U.S. court had jurisdiction to order relief” suffices to grant an “injunction pending further proceedings.” *A.A.R.P. v. Trump*, 605 U.S. 91, 93–94 (2025) (emphasis added). A temporary

restraining order is needed for this purpose here. The Tucker Act, 28 U.S.C. § 1491(a)(1), vests “jurisdiction over government contract disputes . . . exclusively in the Court of [Federal] Claims.” *Megapulse, Inc. v. Lewis*, 672 F.2d 959, 963 (D.C. Cir. 1982). Thus, “the APA’s limited waiver of immunity does not extend to orders to enforce a contractual obligation to pay money.” *Dep’t of Educ. v. California*, 604 U.S. 650, 651 (2025) (quotation omitted). On the other hand, a challenge to agency policies or guidance is properly within the jurisdiction of the district courts. *See Nat’l Insts. of Health v. Am. Pub. Health Ass’n*, 145 S. Ct. 2658, 2661 (2025) (Barrett, J., concurring); *City of Chicago v. U.S. Dep’t of Homeland Sec.*, No. 25 C 5463, 2025 WL 3043528, at *11 (N.D. Ill. Oct. 31, 2025) (Tucker Act precludes only “orders reversing or vacating grant terminations”).

Defendants will almost certainly argue, as they have in many other cases, that this dispute must be consigned to the Court of Federal Claims simply because it relates to federal funding generally. That is wrong because Plaintiff States’ complaint does not contain any claims to enforce a contractual obligation; Plaintiff States’ claims attack a blanket policy, the Targeting Directive, whereby Defendants seek to wield their control over federal funds arbitrarily against Plaintiffs. But Defendants may try to hinder Plaintiff States’ claims by effectuating grant terminations, literally at any moment, as an attempt to deprive this Court of jurisdiction. This Court should prevent such jurisdictional gamesmanship by holding any planned terminations in abeyance. *See Looney v. E. Tex. Ry. Co.*, 247 U.S. 214, 221 (1918) (recognizing “familiar and long-established practice” to order a temporary injunction “for the purpose of protecting and preserving [the Court’s] jurisdiction until the object of the suit is accomplished and complete justice done between the parties”).

C. The balance of the equities and public interest favor emergency relief.

The final two factors, harm to the opposing party and the weighing of the public interest, “merge when the government is the opposing party.” *Nken v. Holder*, 556 U.S. 418, 435 (2009). Both weigh heavily in favor of granting Plaintiff States’ request for a temporary restraining order.

First “there is a substantial public interest ‘in having governmental agencies abide by the Federal laws that govern their existence and operations.’” *League of Women Voters of United States v. Newby*, 838 F.3d 1, 12 (D.C. Cir. 2016) (quoting *Washington v. Reno*, 35 F.3d 1093, 1103 (6th Cir. 1994)). As Plaintiff States have shown, the Targeting Directive transgresses both the APA and constitutional limitations. Put simply, the public has a strong interest in the Federal government playing by the rules.

The public interest also “takes into account the effects of a decision on non-parties.” *Camelot Banquet Rooms, Inc. v. U.S. Small Bus. Admin.*, 24 F.4th 640, 644 (7th Cir. 2022); see also *Am. Council of the Blind v. Mnuchin*, 878 F.3d 360, 368 (D.C. Cir. 2017) (same). And the public has a strong reliance interest in preserving the continuity of existing federal funding, especially in the realm of critical public health infrastructure. Above, Plaintiff States have detailed myriad benefits conferred by these funds, and, conversely, the harms they will suffer should the Administration be allowed to carry out its threatened termination. Efforts to combat child abuse will be defunded. Ex. 5 (Underwood Decl.), ¶ 17. The response to an ongoing measles outbreak will be threatened. Ex. 1 (Fanelli Decl.), ¶ 26. The absence of these funds will have immediate consequences to the States and their public health systems.

In contrast, defendants have nothing to place on the other arm of the scale since it “cannot suffer harm from an injunction that merely ends an unlawful practice or reads a statute as required.” *R.I.L-R v. Johnson*, 80 F. Supp. 3d 164, 191 (D.D.C. 2015) (quoting *Rodriguez v. Robbins*, 715

F.3d 1127, 1145 (9th Cir. 2013)). And the public's interest similarly lies with ensuring the Government follows the law. Accordingly, the balancing of the harms to the Plaintiffs against those to the Government tips decisively in Plaintiffs' favor.

CONCLUSION

For the foregoing reasons, Plaintiff States respectfully request that the Court:

1. Grant Plaintiff States' motion and enter a temporary restraining order pending resolution of a forthcoming request for preliminary injunction;
2. Enter a 5 U.S.C. § 705 stay of the Targeting Directive pending resolution of a forthcoming request for preliminary injunction;
3. Prohibit any implementation or enforcement of the Targeting Directive by any Defendant against Plaintiff States, including their instrumentalities, subdivisions, and any bona fide fiscal agents of Plaintiff States or their instrumentalities and subdivisions;
4. Prohibit any terminations of grants based on the Targeting Directive issued to Plaintiff States, including their instrumentalities, subdivisions, and any bona fide fiscal agents of Plaintiff States or their instrumentalities and subdivisions;
5. Provide that the Court's order shall remain in effect for seven days, unless extended by further Court order.

Dated: February 11, 2026

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CERTIFICATE OF SERVICE

I hereby certify that on February 11, 2026, I caused a copy of the foregoing motion for a temporary restraining order and its exhibits to be sent to individuals at the U.S. Department of Justice by electronic mail:

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

STATE OF ILLINOIS; STATE OF
CALIFORNIA; STATE OF COLORADO;
and STATE OF MINNESOTA,

Plaintiffs,

v.

RUSSELL VOUGHT, *in his official capacity
as Director of the Office of Management &
Budget*; U.S. OFFICE OF MANAGEMENT
AND BUDGET; ROBERT F. KENNEDY
JR., *in his official capacity as Secretary of the
U.S. Department of Health & Human
Services*; U.S. DEPARTMENT OF HEALTH
AND HUMAN SERVICES; JIM O'NEILL,
*in his official capacity as Acting Director of
the U.S. Centers for Disease Control &
Prevention*; U.S. CENTERS FOR DISEASE
CONTROL AND PREVENTION; DONALD
J. TRUMP, *in his official capacity as
President of the United States*; and the
UNITED STATES;

Defendants.

Case No. 1:26-cv-1566

EXHIBIT 1

Declaration of Susan Fanelli

DECLARATION OF SUSAN FANELLI

I, Susan Fanelli, declare as follows:

1. I am a resident of California. I am over the age of 18 and have personal knowledge of all the facts stated herein, except to those matters stated upon information and belief; as to those matters, I believe them to be true. If called as a witness, I could and would testify competently to the matters set forth below.
2. I am the Chief Deputy Director of Health Quality and Emergency Response for the California Department of Public Health (CDPH). I have served in several executive leadership roles within CDPH's Directors Office over the years. I was appointed as the Chief Deputy Director in March 2018, served as Acting Director in July 2019, and as Assistant Director between May 2015 and March 2018. In these roles, I oversaw several cross-cutting functions including public affairs, quality improvement, public health accreditation, and emergency preparedness.
3. In my current position, which I started in February 2022, I oversee the work of the various Centers within CDPH, including the Center for Preparedness and Response, the Center for Infectious Disease, and the Center for Laboratory Sciences. In this capacity, I work with Center Deputies to set policy direction, identify and remove barriers to program implementation, and evaluate program performance. I make this declaration based on personal knowledge and on my review of information and records gathered by agency staff.
4. Having spent more than ten years in CDPH's Emergency Preparedness Office, including several years as the Deputy Director and Assistant Deputy Director, I have been involved in the public health and medical response to a large number of public health emergencies including COVID-19, H1N1, wildfires, Ebola, earthquakes, and Zika. In

coordinating planning and response efforts, I have worked closely with nearly all programs in CDPH and have developed an understanding of not only their day-to-day activities but also how crucial public health infrastructure is to maintaining public health as well as preparing for and responding to public health emergencies.

5. CDPH aims to optimize the health and wellbeing of all people in California. CDPH works with local health departments, as well as public and private partners, to implement policies and programs that advance public health. Because California has a large, diverse population that covers a vast geographic area, CDPH's local health departments, public partners, and private partners are vital to informing, coordinating, and providing quality public health services to the public.

6. I provide this declaration to explain some of the immediate adverse impacts CPDH faces from impending termination of the Public Health Infrastructure Grant (PHIG) awarded to CDPH by the U.S. Centers for Disease Control and Prevention ("CDC"), of the U.S. Department of Health and Human Services.

7. CDPH received an email notification from the Association of State and Territorial Health Officials on February 9th with a list of upcoming grant terminations in our state. ASTHO shared that they were alerted by members of Congress and given permission to share with individual states.

8. As of the date of this declaration, CDPH has not received any communication from CDC, written or otherwise, about the impending award terminations.

The Public Health Infrastructure Grant

9. PHIG is a five-year grant allocated in multiple components that are issued on different timelines. The purpose of the grant is to strengthen public health infrastructure by

investing in the public health workforce, foundational capabilities, and data modernization. The goal of these investments is to help public health transition from response to recovery, tackle today's population health challenges, and build a sustainable system that can reduce inequities and respond to future threats.

10. PHIG is a national program and CDC awarded funds to all 50 states. In my experience, all state grant recipients generally operate and spend their PHIG funds in a substantially similar manner and on projects with substantially similar goals.

11. PHIG is a key part of California's efforts to address public health infrastructure, including expanding the public health workforce, significant laboratory investments, data modernization (i.e., vaccination data modernization), emergency response projects, and more. In California, the grant includes funding to support a total of 265.5 full-time employees, 85.5 state operations and 180 local assistance positions. These positions include epidemiologists, data scientists, community health workers, health educators, and preparedness staff.

12. PHIG is organized into three major components:

- Workforce (Component A1), which aims to increase the size and capabilities of the public health workforce by hiring, retaining, supporting and training public health workers and by strengthening workforce planning, systems, processes and policies. Funding for this component is a non-competitive, five-year award, meaning funds are awarded at the beginning of the period of performance for the full five-year period.
- Foundational Capabilities (Component A2), which aims to strengthen recipients' overall systems, processes, and policies to ensure a strong core infrastructure necessary to support essential public health services. The

funding supports activities to strengthen these essential areas: 1) assessment and surveillance, 2) emergency preparedness and response, 3) policy development and support, 4) communications, 5) community partnerships, 6) organizational competencies, 7) accountability and performance management, and 8) equity. Funding for this component is a non-competitive annual award, meaning funds are awarded in annual installments over the five-year performance period.

- Data Modernization (Component A3), which supports public health agencies develop a more modern and efficient data environment, increase the interoperability of data systems, and increase recipients' ability to use public health data to identify and address issues of public health concern. Funding for this component is a combination of non-competitive five-year awards and a competitive annual award.

13. The timeline for the components is:

- A1 funding was provided in the first year of the grant for a 5-year period (December 1, 2022-November 30, 2027).
- A2 funding is provided annually starting in year 2 of the grant award for one year with the authority to spend down the funds until the end of the grant period (November 30, 2027). Funding was provided on December 1, 2022, December 1, 2023, and December 1, 2024.
- A3 funds are provided for various data infrastructure initiatives beginning at different years in the grant cycle. The funding is provided annually with the authority to expend funds until the end of the grant term.

14. CDPH applied for and has been awarded funds for all three PHIG Components—A1, A2 and A3. In California, the PHIG funding is divided between local public health entities and the state. CDPH has been awarded a total of \$179 million, \$36.8 million of which CDPH passes through to 50 of local health departments. Of the \$179 million, \$100 million is currently unspent. Attached as Exhibit A is the most recent Notice of Award for the PHIG program. The Notice of Award is dated January 26, 2026.

15. Among other projects, CDPH and local recipients have used the Workforce component funds to:

- increase the number of interns and fellows deployed into the California Pathways into Public Health Initiative, which serves in part to increase the capacity of state and local health departments;
- fund experienced epidemiologists in mentoring less experienced public health staff by providing technical assistance and guidance in data analysis and intervention planning. This included developing expertise essential to rural health;
- fund a public health nurse role in Sierra County to work in areas lacking healthcare professionals;
- launch a Pipeline Internship Project with Bakersfield Community College, supporting 16 students and creating pathways to public health careers.

16. As one example of CDPH's use of the data modernization funds, CDPH's Infectious Disease Laboratory Branch is updating the agency's ability to receive and send electronic laboratory data to the state reporting system. CDPH is also modernizing its Immunization Information Systems.

17. To date, CDC has never provided CDPH with notice, written or otherwise, that its administration of the PHIG grant was in any way unsatisfactory.

Irreparable Injury to State from Agency Action

18. In addition to the \$179 million dollars in PHIG funding to CDPH threatened by the CDC action, 10 large California local health departments receive over \$320 million directly.

19. Loss of PHIG funding midway through a multi-year grant award is highly disruptive. Terminating the funding will result in a loss of staff for CDPH as well as staff across 50 local health departments across the state. In addition, investments in community projects, staff training, strengthening and modernizing data systems, and laboratory improvements are midway through planning and implementation and would be disrupted and ultimately wasted. Disruption to active programs and partnerships also undermines community trust and relationships built through active collaborations.

20. The loss of funding would reduce California's public health capacity to perform vital public health functions, including emergency planning and response, data collection and surveillance, staff training, and coordination with community partners.

21. The loss of funding would disrupt workforce development programs which are critical to building the future public health workforce through sponsoring internships as well as skill-building programs to prepare existing staff for emerging challenges.

22. Grant termination would result in the loss of effective public health programs addressing community needs. PHIG is being actively leveraged to establish the foundational capacity for public health to address and respond to a wide range of issues. Examples of public health programs that have been supported by PHIG include::

- Emergency response projects

- Tulare County Public Health used PHIG funding to support outreach and coordination with 14 federally qualified health centers to make H5N1 testing and treatment available and to deliver materials in multiple languages, ensuring access for all workers.
- Community listening sessions
 - Lake County hired an environmental health technician and analyst to support its response to cyanobacteria blooms, which pose serious risks to humans and animals, and to improve oversight of food safety inspections, conduct water quality checks, and address sanitation concerns.
- Community Outreach and Education
 - A Senior Outreach Program supported by Sierra County Public Health Department for the growing over-65 community. The goal is to help their aging population stay in their homes longer, establish their wellness goals, and provide simple interventions to prevent injury.
 - A local Oral Health Program to provide virtual dental home services in school and community-based settings for Medi-Cal eligible Nevada county residents. Screened and treated more than 30 kids in need of urgent dental care.
 - Mono County Public Health released social media messaging in both English and Spanish to address Hantavirus prevention, targeting the Spanish-speaking domestic worker population, and conducted various outreach activities including community conversations, radio ad

campaigns, print ads, and hand-delivered resources to ensure the messaging reached both English and Spanish speakers.

23. As stated above, CDPH also passes through \$36.8 million of PHIG funding to local health departments in California that they use to strengthen local public health workforce capacity, recruitment, retention and response to protect their communities. CDPH understands that the loss of this funding may lead to layoffs of public health staffing. These workforce and infrastructure grants are critical to try to retain public health staff protecting our communities from public health threats with increasing frequency and complexity.

24. CDPH anticipates that the harms to the directly funded local health departments from a loss of PHIG funding will be similar to the harms that CDPH and its pass-through entities will experience.

25. CDPH does not have the budgetary resources or flexibility to immediately make up for the lost PHIG funding.

26. If these critical public health infrastructure grants are terminated abruptly from state and local public health departments amidst record breaking levels of measles cases in our state and across the U.S., including our first measles outbreak in California in 5 years, loss of these resources will make it more difficult to detect public health threats early, and lead to delayed response such as post-exposure prophylaxis for exposed vulnerable populations such as infants, pregnant women, and those with compromised immune systems, resulting in preventable hospitalizations and deaths.

27. In short, termination of CDPH's PHIG awards would have immediate adverse impacts on California's skilled public health workforce and the critical services they provide—impacts that cannot simply be undone if these awards are terminated and then later restored.

On the morning of February 11, 2026, we learned that HHS notified Congress of its intent to terminate additional grants to California, citing the same “agency priorities” justification.”

I declare under penalty of perjury that the foregoing is true and correct.

Executed February 11, 2026, in Sacramento, California.



Susan Fanelli
Chief Deputy Director of Health Quality and Emergency
California Department of Public Health

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

STATE OF ILLINOIS; STATE OF
CALIFORNIA; STATE OF COLORADO;
and STATE OF MINNESOTA,

Plaintiffs,

v.

RUSSELL VOUGHT, *in his official capacity
as Director of the Office of Management &
Budget*; U.S. OFFICE OF MANAGEMENT
AND BUDGET; ROBERT F. KENNEDY
JR., *in his official capacity as Secretary of the
U.S. Department of Health & Human
Services*; U.S. DEPARTMENT OF HEALTH
AND HUMAN SERVICES; JIM O'NEILL,
*in his official capacity as Acting Director of
the U.S. Centers for Disease Control &
Prevention*; U.S. CENTERS FOR DISEASE
CONTROL AND PREVENTION; DONALD
J. TRUMP, *in his official capacity as
President of the United States*; and the
UNITED STATES;

Defendants.

Case No. 1:26-cv-1566

EXHIBIT 2

Declaration of Sarah L. Rudman

1 I, Sarah L. Rudman, declare as follows:

2 1. I am a resident of the State of California. I am over the age of 18 and have
3 personal knowledge of all the facts stated herein, except to those matters stated upon information
4 and belief; as to matters stated upon information and belief, I believe them to be true. If called as
5 a witness, I could and would testify competently to the matters set forth below.

6 2. I am currently employed by the County of Santa Clara (“County”) as the Health
7 Officer and Director of the Public Health Department, overseeing approximately 721 employees
8 who provide a wide array of services to safeguard and promote the health of the community. I
9 have been serving in this role since October 9, 2025.

10 3. Prior to and until my appointment as the Health Officer and Director of the Public
11 Health Department, I served as the Acting Health Officer and Director of the County’s Public
12 Health Department, following the retirement of the County’s then-current Health Officer and
13 Director of the Public Health Department in April 2025. I also served as Acting Health Officer
14 and Director of the County’s Public Health Department from 2023 to 2024.

15 4. From 2022 to 2025, I served as Deputy Health Officer and Director of the
16 Infectious Disease and Response Branch of the Public Health Department. In these roles, I
17 played a leadership role on public health issues for all of Santa Clara County. I also served as
18 Assistant Public Health Officer from 2016 to 2022, working to prevent and control the spread of
19 various diseases and on other efforts to protect the health and wellbeing of residents of Santa
20 Clara County.

21 5. In addition to my work for the County, I currently serve as an adjunct clinical
22 assistant professor in the Infectious Disease Division of Stanford University’s Department of
23 Medicine, and I previously served as a clinical assistant professor at UCSF Medical Center and as
24 a public health medical officer and epidemiologist at the California Department of Public Health
25 (CDPH).

26 6. I received a bachelor’s degree from Stanford University, and my medical degree
27 from Weill Cornell School of Medicine. Following an Internship and Residency in Internal
28 Medicine at Harvard University’s Brigham and Women’s Hospital, I completed a fellowship in

1 infectious diseases at the University of California San Francisco (UCSF) and obtained a master's
2 degree in public health from the University of California Berkeley.

3 7. The mission of the County's Public Health Department is to protect and improve
4 the health and well-being of all 1.9 million residents in Santa Clara County. None of Santa Clara
5 County's 15 cities have a health department, so all 15 cities and all Santa Clara County residents
6 rely on the County's Public Health Department to perform essential public health functions.

7 8. The work of the Public Health Department is organized around several main areas:
8 (1) infectious disease and emergency response, (2) maternal, child, and family health, (3) healthy
9 communities, (4) environmental health, and (5) public health science, epidemiology, and
10 informatics.

11 9. In the area of infectious disease and emergency response, the Public Health
12 Department is responsible for safeguarding the public's health by preventing and controlling the
13 spread of infectious diseases and planning for and responding to public health emergencies.
14 Programs in the Department's Infectious Disease and Response Branch receive reports on more
15 than 80 different diseases and conditions; track overall trends in infectious diseases; investigate
16 individual cases of concern (e.g., measles cases); provide long term case management for certain
17 types of cases (e.g., active tuberculosis cases); provide immunizations and preventive therapy;
18 identify, investigate, and control outbreaks; and plan for and respond to public health
19 emergencies. They also ensure that all children attending school or childcare facilities in Santa
20 Clara County comply with State immunization requirements; conduct HIV and other STD testing
21 and education for vulnerable communities; distribute opioid overdose prevention kits for at-risk
22 individuals; and connect individuals to treatment for substance use disorders, HIV, tuberculosis,
23 and other diseases. To support its communicable disease control function, the Public Health
24 Department operates a public health laboratory, which serves as a local and regional resource
25 which local health providers, clinics, hospitals, and even law enforcement rely on to test and
26 identify infectious diseases, toxins, biohazards, and other substances that could pose a serious risk
27 to public health.

1 10. The Public Health Department also operates two pharmacies. One of these
2 pharmacies provides free, donated medicine to individuals who cannot afford the retail cost of
3 such drugs. The other pharmacy specializes in serving patients with HIV/AIDS, patients with
4 tuberculosis, and patients treated in the Public Health Department’s STD clinic. Pharmacy staff
5 also support communicable disease control by procuring, storing, maintaining, and distributing
6 essential medications and vaccines during outbreaks; researching pharmaceutical interventions for
7 the purpose of infectious disease prevention and control; crafting protocols for streamlined
8 distribution of pharmaceutical interventions in the setting of a disease outbreak; and distributing
9 approximately 20,000 state- and federally-funded influenza vaccines, annually, to health care
10 providers in Santa Clara County to administer to low-income and elderly residents at no charge.
11 In addition, pharmacy staff support the County’s emergency preparedness program should there
12 be a need for mass prophylaxis or rapid response to a chemical or bioterrorism incident.

13 11. Because Santa Clara County has one of the largest and most demographically
14 diverse populations in the country and is home to Silicon Valley, many residents travel to every
15 corner of the globe for personal or professional reasons. The volume of international travel
16 increases the risk of early introduction of unusual or emerging infectious diseases upon these
17 residents’ return, such as SARS in 2003 and SARS-CoV-2 in 2020. For example, the Public
18 Health Department reported some of the earliest cases of COVID-19 and the first confirmed
19 COVID-19 death in the entire country. As a result, the County’s Public Health Department is on
20 the frontlines of detecting, containing, and protecting our country from unusual diseases and
21 outbreaks. The County continues to respond in real time to daily reports of confirmed and
22 suspected cases of measles, foodborne illness, vector-borne diseases, sexually transmitted
23 infections such as HIV, and other conditions of public health importance.

24 12. The Public Health Department’s Healthy Communities Branch provides county
25 residents with a wide range of direct and contracted services that reduce the risk of injury, chronic
26 disease, and other illnesses. In coordination with the Infectious Disease and Response Branch,
27 the Healthy Communities Branch assists vulnerable communities to prepare for, respond to, and
28 recover from infectious disease outbreaks and other public health emergencies. Activities include

1 health education, distribution of emergency supplies, referrals to external resources, community
2 impact assessment, and structured coordination across governmental and non-governmental
3 agencies to reduce duplication of efforts and ensure ease of access to services for vulnerable
4 populations. The Healthy Communities Branch also uses its content expertise to educate local
5 decision-makers on policies that may benefit health, such as ordinances that reduce youth access
6 to tobacco and cannabis products or increase transportation safety and access to exercise.

7 13. The Science, Epidemiology, Informatics, and Improvement Branch (“Science
8 Branch”) provides the scientific capacity of the Public Health Department by ensuring timely
9 access to critical data and modernizing data systems for conditions of public health significance,
10 conducting epidemiologic and demographic analyses, performing disease modeling, and
11 supporting public health research and program evaluation. Resources in this branch are also
12 necessary for emergency preparedness and response efforts, such as during infectious disease
13 outbreaks or natural disasters.

14 14. The Public Health Department’s Office of the Director centralizes core
15 departmental functions that support all departmental branches and administrative activities. Their
16 functions include standard administrative activities such as human resources, workforce
17 development, finance, facilities maintenance, employee safety, and contract management, as well
18 as strategic activities such as health policy, evaluation and strategic planning, partnership
19 development, and communications.

20 **PHIG Grant**

21 15. The County’s Public Health Department has a grant from the U.S. Centers for
22 Disease Control and Prevention entitled Strengthening Public Health Workforce, Foundational
23 Capacity, and Data Modernization in the County of Santa Clara Public Health Department
24 (Award No. NE11OE000074). This grant is also referred to as the Public Health Infrastructure
25 Grant (“PHIG Grant”). The total value of the award is \$20,703,998. The total amount left on the
26 award is \$10,592,840. The grant covers the period from December 1, 2022, to November 30,
27 2027. A true and correct copy of the Notice of Award for the County’s PHIG Grant is attached as
28

1 Exhibit A. A description of the PHIG Grant and the likely effects of termination of the grant
2 follow.

3 16. The Public Health Infrastructure Grant (PHIG) was awarded to the County's
4 Public Health Department to strengthen its workforce and ensure that the workforce can perform
5 core functions necessary to protect the health of populations in our jurisdiction. The grant is used
6 to support local health assessments, population-level planning, disease surveillance, community
7 partnership development, strategic planning, policy development, accountability and performance
8 management, emergency preparedness and response, laboratory and pharmacy capacity, food
9 security, public communications, grants management, and support for communities to respond to
10 health risks and emergencies.

11 17. Specific activities funded to date with this grant include development of a
12 departmental strategic plan, conducting of a population-wide community health assessment,
13 training of community residents in how to prepare for various emergency events, new training
14 academies for Public Health Department managers, employee performance evaluation tools,
15 employee coaching, increasing of capacity in the Public Health Pharmacy and Public Health
16 Laboratory, and development of a large internship and trainee program to ensure the continuity of
17 a robust public health workforce.

18 18. Additional technology advancements funded by this grant include the development
19 of two employee training platforms, creation of a database of local community partners, and
20 development and launch of a new data management system (a so-called "data lake") that has
21 allowed the Public Health Department to transition from outdated paper- and fax-based disease
22 reporting and tracking to modernized electronic data ingestion more readily able to adapt to new
23 diseases and outbreaks.

24 19. Should this grant be terminated, cuts would severely weaken community safety
25 and food-security efforts by removing the capacity to train residents in Santa Clara County for
26 emergency preparedness; reducing staffing and capacity in the Public Health Laboratory and
27 Pharmacy; halting essential data-modernization work and potentially interrupting access to time-
28 sensitive disease information necessary to respond to outbreaks and emergencies; reducing ability

1 to evaluate impacts of health policy changes; and limiting the completion of required community
2 health assessments and improvement plans. Termination of the PHIG Grant would also
3 undermine the Public Health Department’s ability to apply for and retain additional grants,
4 execute contracts for community services, maintain a skilled workforce, and evaluate policies that
5 protect community health.

6 **BRACE Grant**

7 20. The County’s Public Health Department has a grant from the U.S. Centers for
8 Disease Control and Prevention entitled Building Resilience Against Climate Effects:
9 Implementing and Evaluating Adaptation Strategies that Protect and Promote Human Health
10 (Award No. NUE1EH001451). This grant is also referred to as our BRACE Grant. The total
11 value of the award is \$1,499,680. The total amount left on the award is \$433,028. The grant
12 covers the period from September 1, 2021 to August 31, 2026. A true and correct copy of the
13 Notice of Award for the County’s BRACE Grant is attached as Exhibit B. A description of the
14 grant and the likely effects of termination follow.

15 21. The BRACE Grant is a critical source of funding for the County. The County was
16 awarded the grant to prepare for and prevent harms of climate change and related health impacts.
17 The funds support activities that inform and prepare community members and coalitions for
18 health impacts of climate change such as extreme heat events, power outages, poor air quality,
19 flooding, and severe storms. The funds also support activities that evaluate community needs and
20 health risks related to climate change for use in larger-scale actions designed to protect health
21 from climate-related hazards, such as city policies, prepositioning of emergency resources, and
22 infrastructure investments. Funds also support a community coalition that informs efforts to
23 mitigate and prepare for climate events and related health harms.

24 22. If this grant is terminated, Santa Clara County residents will become more
25 vulnerable to both the immediate and future effects of climate-related hazards. Without the
26 funding, the Public Health Department will lose capacity to evaluate community needs in advance
27 of extreme weather events, understand health impacts of existing air quality and weather on
28 health, improve systems that mitigating the effects of climate hazards, and respond to and prevent

1 the health impacts of climate-related emergencies. Fewer community members will receive
2 training in advance of emergencies how to prepare for power outages, air quality events, and
3 extreme weather and what health conditions confer increased risk for death or major health
4 complications. Systems that respond in real time to climate-related emergencies may be slower to
5 respond and teams will have fewer resources to support connecting residents to critical
6 information and resources such as cooling centers, warming centers, emergency shelters, and
7 emergency medical care for those who rely on powered medical assistive devices during power
8 outages. Emergency communication systems that rely on opt-in by residents or transmission of
9 information through the grant-funded community coalitions and word of mouth for those with
10 low access to technology will be weakened.

11 **Prevention Policy Modeling Lab Grant**

12 23. The County’s Public Health Department entered into an agreement with the Board
13 of Trustees of the Leland Stanford Junior University (“Stanford University”), effective as of
14 December 11, 2025. This agreement is a subaward, and the County is a subrecipient, of funds
15 from the U.S. Centers for Disease Control and Prevention for a Prevention Policy Modeling Lab
16 (NEEMA 3) (Award No. NU38PS004654). The total anticipated amount of the County’s contract
17 with Stanford University is \$150,000. The initial subaward budget is for \$30,000, covering the
18 period from September 30, 2025 through September 29, 2026. A true and correct copy of the
19 County’s agreement with Stanford University for the Prevention Policy Modeling Lab Grant is
20 attached as Exhibit C. A description of the grant and the likely effects of termination follow.

21 24. The goal of this project is to conduct health and economic modeling to inform
22 decision-making on HIV, viral hepatitis, sexually-transmitted diseases (STD), tuberculosis (TB),
23 and school health at national, state, and local levels in partnership with the National Center for
24 HIV/AIDS, Viral Hepatitis, STD, and TB Prevention. This type of data modeling requires
25 advanced statistical and technical techniques and uses current disease data to predict disease
26 patterns in the near future. Economic modeling similarly predicts costs of disease patterns and
27 public health activities into the future based on current trends. With these predictions, public
28 health departments can better assign resources, preposition emergency supplies, and take action to

1 prevent disease and costs in the locations and populations most at risk. The County’s Public
2 Health Department contributes to this collaborative project through the development of research
3 questions, study design, data acquisition, data analysis, development of decision tools, and
4 research publications.

5 25. Termination of this grant would result in a loss to the County’s Public Health
6 Department of \$30,000 for the initial subaward and an anticipated total of \$150,000 over the life
7 of the grant, as well as a loss in the ability to contribute knowledge to the health and economic
8 consequences of the selected infectious diseases based on the County of Santa Clara’s local
9 experiences that help shape state and national policies and to benefit from the application of this
10 knowledge to the County Public Health Department.

11 26. Furthermore, if this grant were terminated, the County’s Public Health Department
12 would not be able to participate in the Executive Committee and the Consortium established by
13 Stanford University. The Consortium provides information and key research considerations
14 pertaining to state and national prevention interventions and policy considerations. The County’s
15 Public Health Department will lose its ability to participate in the Consortium and leverage the
16 information gained on disease prevention interventions and policy considerations for the
17 communities it serves.

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I declare under penalty of perjury under the laws of the United States that, to the best of my knowledge, the foregoing is true and correct.

Executed on February 11, 2026, at San Jose, California.



Sarah L. Rudman, MD MPH
Deputy Health Officer

Exhibit A
Notice of Award for
County of Santa Clara's
PHIG Grant



Recipient Information

1. Recipient Name

COUNTY OF SANTA CLARA
976 LENZEN AVE STE 1800
SAN JOSE, CA 95126-2737
--

2. Congressional District of Recipient

19

3. Payment System Identifier (ID)

1946000533A1

4. Employer Identification Number (EIN)

946000533

5. Data Universal Numbering System (DUNS)

137578683

6. Recipient's Unique Entity Identifier (UEI)

T4CJWCIFYDA24

7. Project Director or Principal Investigator

Ms. Rhonda F McClinton-Brown
Rhonda.mcclinton-brown@phd.sccgov.org
(408) 792-5109

8. Authorized Official

Mr. Jonathan Slocum
Management Analyst
jonathan.slocum@phd.sccgov.org
650-722-4509

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Ms. Niki Morrow
Grants Management Specialist
qkn7@cdc.gov
404-498-2085

10. Program Official Contact Information

Henry Anaya
Program Officer
syz4@cdc.gov
404-498-0421

Federal Award Information

11. Award Number

6 NE11OE000074-04-02

12. Unique Federal Award Identification Number (FAIN)

NE11OE000074

13. Statutory Authority

317(K)(2) OF PHSA 42USC 247B(K)(2)

14. Federal Award Project Title

Strengthening Public Health Workforce, Foundational Capacity, and Data Modernization in the County of Santa Clara Public Health Department

15. Assistance Listing Number

93.967

16. Assistance Listing Program Title

CDC's Collaboration with Academia to Strengthen Public Health

17. Award Action Type

Administrative Action

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	12/01/2025	- End Date	11/30/2026
20. Total Amount of Federal Funds Obligated by this Action			\$0.00
20a. Direct Cost Amount			\$0.00
20b. Indirect Cost Amount			\$0.00
21. Authorized Carryover			\$0.00
22. Offset			\$0.00
23. Total Amount of Federal Funds Obligated this budget period			\$1,396,165.00
24. Total Approved Cost Sharing or Matching, where applicable			\$0.00
25. Total Federal and Non-Federal Approved this Budget Period			\$1,396,165.00
26. Period of Performance Start Date	12/01/2022	- End Date	11/30/2027
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance			\$20,703,998.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Mrs. Erica Stewart
Team Lead, Grants Management Officer

30. Remarks



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# 6 NE11OE000074-04-02

FAIN# NE11OE000074

Federal Award Date: 01/24/2026

Recipient Information	
Recipient Name COUNTY OF SANTA CLARA 976 LENZEN AVE STE 1800 SAN JOSE, CA 95126-2737 --	
Congressional District of Recipient 19	
Payment Account Number and Type 1946000533A1	
Employer Identification Number (EIN) Data 946000533	
Universal Numbering System (DUNS) 137578683	
Recipient's Unique Entity Identifier (UEI) T4CJWCIFYDA24	
31. Assistance Type Project Grant	
32. Type of Award Other	

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$203,404.00
b. Fringe Benefits	\$93,566.00
c. Total Personnel Costs	\$296,970.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$625,350.00
i. Contractual	\$375,000.00
j. TOTAL DIRECT COSTS	\$1,297,320.00
k. INDIRECT COSTS	\$98,845.00
l. TOTAL APPROVED BUDGET	\$1,396,165.00
m. Federal Share	\$1,396,165.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes							
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION	FINANCIAL ASSISTANCE	APPROPRIATION
3-9390JXA	23NE11OE000074A2	OE	410U	93.967		\$0.00	75-2224-0943
3-9390LIZ	23NE11OE000074A1C6	OE	410U	93.967		\$0.00	75-X-0140
4-9390LFF	23NE11OE000074A2	OE	410U	93.967		\$0.00	75-2324-0943
5-9390MR5	23NE11OE000074A2	OE	410U	93.967		\$0.00	75-2425-0943
6-9390QMC	23NE11OE000074A2	OE	410U	93.967		\$0.00	75-2526-0943



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 6 NE11OE000074-04-02

FAIN# NE11OE000074

Federal Award Date: 01/24/2026

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	0.00	0.00	0.00

AWARD ATTACHMENTS

COUNTY OF SANTA CLARA

6 NE11OE000074-04-02

1. Terms & Conditions

TERMS AND CONDITIONS OF AWARD

The purpose of this amendment is to rescind the notice of award dated January 23, 2026, suspending activities under this award. Activities and funding under this award are no longer paused or restricted. Accordingly, award activities may continue consistent with the existing terms and conditions of the award, including applicable regulations.

The costs associated with any such stoppage of work, including reasonable and legitimate costs of compliance with local labor laws, existing contractual obligations that cannot be legally paused, and costs associated with the security of assets – that occurred during this time period may be allowable for payment, consistent with applicable grant regulations and the existing terms and conditions of the award.

Any costs incurred prior to this pause may also be allowable for payment, consistent with applicable grant regulations and the existing terms and conditions of the award.

If you have questions or need additional clarification about this notice, please contact your CDC Grants Management Officer or Grants Management Specialist.

All the other terms and conditions issued with the existing award remain in effect throughout the budget period unless otherwise changed, in writing, by the Grants Management Officer.

Exhibit B
Notice of Award for
County of Santa Clara's
BRACE Grant



Recipient Information

1. Recipient Name

COUNTY OF SANTA CLARA
976 LENZEN AVE STE 1800
SAN JOSE, CA 95126-2737
--

2. Congressional District of Recipient

19

3. Payment System Identifier (ID)

1946000533A1

4. Employer Identification Number (EIN)

946000533

5. Data Universal Numbering System (DUNS)

137578683

6. Recipient's Unique Entity Identifier (UEI)

T4CJWCIFYDA24

7. Project Director or Principal Investigator

Ms. Tonya Veitch
Climate and Health Manager
tonya.veitch@PHD.SCCGOV.ORG
669-307-3010

8. Authorized Official

Mr. Jonathan Slocum
Management Analyst
jonathan.slocum@phd.sccgov.org
650-722-4509

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Mr. Darryl Walker
Grants Management Specialist
lzq7@cdc.gov
404-498-5602

10. Program Official Contact Information

Divonna M LaLand
Project Officer
DEHSP CHP
GEV8@cdc.gov
770-488-4244

Federal Award Information

11. Award Number

5 NUE1EH001451-05-00

12. Unique Federal Award Identification Number (FAIN)

NUE1EH001451

13. Statutory Authority

Section 317(k)(2) of the Public Health Service Act, [42 U.S.C. Section 247b(k)(2)], as amended

14. Federal Award Project Title

Building Resilience to Heat and Air Quality in Santa Clara County

15. Assistance Listing Number

93.070

16. Assistance Listing Program Title

Environmental Public Health and Emergency Response

17. Award Action Type

Non-Competing Continuation

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	09/01/2025	- End Date	08/31/2026
20. Total Amount of Federal Funds Obligated by this Action			\$299,936.00
20a. Direct Cost Amount			\$262,770.50
20b. Indirect Cost Amount			\$37,165.50
21. Authorized Carryover			\$0.00
22. Offset			\$0.00
23. Total Amount of Federal Funds Obligated this budget period			\$0.00
24. Total Approved Cost Sharing or Matching, where applicable			\$0.00
25. Total Federal and Non-Federal Approved this Budget Period			\$299,936.00
26. Period of Performance Start Date	09/01/2021	- End Date	08/31/2026
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance			\$1,499,680.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Mrs. Merlin Williams
Team Lead Grants Management Officer

30. Remarks



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# 5 NUE1EH001451-05-00

FAIN# NUE1EH001451

Federal Award Date: 09/02/2025

Recipient Information	
Recipient Name COUNTY OF SANTA CLARA 976 LENZEN AVE STE 1800 SAN JOSE, CA 95126-2737 --	
Congressional District of Recipient 19	
Payment Account Number and Type 1946000533A1	
Employer Identification Number (EIN) Data 946000533	
Universal Numbering System (DUNS) 137578683	
Recipient's Unique Entity Identifier (UEI) T4CJWCIFYDA24	
31. Assistance Type Cooperative Agreement	
32. Type of Award Other	

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$109,244.00
b. Fringe Benefits	\$67,731.00
c. Total Personnel Costs	\$176,975.00
d. Equipment	\$0.00
e. Supplies	\$1,000.00
f. Travel	\$2,340.00
g. Construction	\$0.00
h. Other	\$12,455.50
i. Contractual	\$70,000.00
j. TOTAL DIRECT COSTS	\$262,770.50
k. INDIRECT COSTS	\$37,165.50
l. TOTAL APPROVED BUDGET	\$299,936.00
m. Federal Share	\$299,936.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION	FINANCIAL ASSISTANCE	APPROPRIATION
1-9390AVU	21NUE1EH001451	EH	41.51	93.070		\$0.00	75-21-0947
2-9390AVU	21NUE1EH001451	EH	41.51	93.070		\$0.00	75-22-0947
3-9390AVU	21NUE1EH001451	EH	41.51	93.070		\$0.00	75-23-0947
4-9390AVU	21NUE1EH001451	EH	41.51	93.070		\$0.00	75-24-0947
5-9390AVU	21NUE1EH001451	EH	41.51	93.070		\$299,936.00	75-25-0947



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 5 NUE1EH001451-05-00

FAIN# NUE1EH001451

Federal Award Date: 09/02/2025

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

COUNTY OF SANTA CLARA

5 NUE1EH001451-05-00

1. TERMS AND CONDITIONS

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number CDC-EH21-2101, entitled, Building Resilience Against Climate Effects: Implementing and Evaluating Adaptation Strategies that Protect and Promote Human Health, and application dated April 1, 2025, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NOA).

Applicable Regulatory Provisions: Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024. After October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

Termination: Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the terms and conditions of the award, and a decision by the agency that the award continues to effectuate program goals or agency priorities.

Assurance of Compliance: The applicant hereby agrees that it will comply with Title VI of the Civil Rights act of 1964, as amended (codified at 42 U.S.C. 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

Total Approved Funding is included in Summary Federal Award Financial Information on page 1 of the NOA. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Approved Funding: Funding in the amount of \$299,936 is approved for the Year 5 budget period, which is September 1, 2025 through August 31, 2026. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

Financial Assistance Mechanism: Cooperative Agreement

Technical Review: Within 5 days of this Notice of Award's (NOA) issue date, the Technical Review will be accessible to the recipient in GrantSolutions Grant Notes. Contact the assigned Program Officer indicated in the NOA with any questions regarding this document or any follow up requirements and timelines set forth therein.

Substantial Involvement by CDC: Substantial Involvement by CDC: This is a cooperative agreement, and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities as detailed in the NOFO and included below.

Recipients must describe how CDC could help them overcome challenges to complete activities in the work plan and achieving period of performance outcomes.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of carried over unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

Program Income: Any program income generated under this cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

Indirect Costs: The recipient's indirect costs are approved and based on a de minimis rate of fifteen (15) percent of modified total direct costs (MTDC) as defined in 2 CFR 200.414(f), effective September 1, 2025.

PAYMENT INFORMATION

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the “B Account”. Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.

CLOSEOUT REQUIREMENTS

Standard closeout reporting requirements are identified in the General Terms and Conditions, which are published on the CDC website at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>.

Final Performance Progress and Evaluation Report: This report should include the information specified in the NOFO and is submitted 120 days following the end of the period of performance via www.grantsolutions.gov . At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Additional guidance may be provided by the GMS and found at:

<https://www.cdc.gov/grants/already-have-grant/index.html>.

Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under **OMB Number 0920-1132**

“Performance Progress and Monitoring Report” on <https://www.cdc.gov/grants/documents/Performance-Progress-and-Monitoring-Report-PPMR.pdf>. The components of the PPMR are available for download at: <https://www.cdc.gov/grants/already-have-grant/Reporting.html> .

Final Invention Statement: A Final Invention Statement must be submitted. Electronic versions of the form can be downloaded by visiting <https://grants1.nih.gov/grants/hhs568.pdf>. If no inventions were conceived under an assistance award, a negative report is required. This statement may be included in a cover letter.

Exhibit C

Agreement between
County of Santa Clara
and Stanford University
for Prevention Policy
Modeling Lab Grant

RESEARCH SUBAWARD AGREEMENT ("Agreement")	
"Stanford" (Pass-Through Entity) The Board of Trustees of the Leland Stanford Junior University 450 Jane Stanford Way, Stanford, CA 94305-2003 United States	"Subrecipient" (Legal Name) County Of Santa Clara Public Health Department 150 W Tasman Drive, 2nd Floor 95134-1700
"Subaward Agreement Number" 63875674-337683	DUNS/UEI Number 137578683/T4CJWCFYDA24
"Stanford Principal Investigator" Joshua Salomon	"Subrecipient Principal Investigator" Wayne Enanoria
"Subaward Budget Period" 09/30/2025-09/29/2026	Amount Funded this Action ("Funded Amount"): \$30,000 <small>(all amounts in USD unless indicated otherwise)</small>
Subaward Project Title Prevention Policy Modeling Lab (NEEMA 3)	
Prime Agreement Organization "Sponsor" Centers for Disease Control and Prevention	
Prime Agreement No./FAIN No. 5 NU38PS004654-02-00 / NU38PS004654	
Cost Sharing Amount: N/A	Indirect Cost Rate Applied: 10%
"Estimated Period of Performance" 09/30/2025-09/30/2029	Total Anticipated Amount: \$150,000
Assistance Listing No. 93.084	Assistance Listing Program Title Prevention of Disease, Disability and Death by Infectious Diseases

This Agreement is entered into to specify the terms and conditions under which Stanford and Subrecipient will participate in the performance of a project supported by the Sponsor. The work to be performed under this Agreement is being supported by Sponsor under the prime award agreement in **Attachment 2 ("Prime Award")**. The rules and regulations, terms and conditions governing the Prime Award are hereby incorporated into this Agreement. This Agreement is effective as of the last date of signature, below ("Effective Date").

1. Statement of Work

Except as otherwise may be provided herein, Subrecipient agrees to provide all necessary qualified personnel, equipment, materials, and facilities to perform the statement of work as incorporated into this Agreement at **Attachment 1 ("Statement of Work")**.

2. Subaward Budget Period; Location of Performance

The Subaward Budget Period of this Agreement will be as set forth above, unless extended by amendment of this Agreement. The location of Subrecipient's performance will be at County of Santa Clara - Public Health Department 150 W Tasman Drive, 2nd Floor 95134-1700.

3. Personnel

The Subrecipient Principal Investigator for the performance of this Agreement is set forth above. If for any reason the Subrecipient Principal Investigator cannot continue his/her duties, Subrecipient will appoint a successor, subject to the approval of Stanford. Subrecipient will provide thirty (30) days' written notice to Stanford's Principal Investigator and Stanford's Authorized Official, referenced in **Attachment 3**, of such a change. If the parties cannot agree on a successor, either party may terminate this Agreement in accordance with the terms of Article 25 – Termination.

4. Authorized Representatives

The authorized representatives of Stanford and Subrecipient for technical and administrative matters are listed in **Attachment 3** to this Agreement ("Authorized Representatives"). Changes to the Authorized Representatives will be communicated in writing between parties, without necessity of a formal subaward amendment.

5. Agreement Type and Cost

This is a Cost-Reimbursement agreement. Stanford agrees to pay Subrecipient an amount not to exceed the Funded Amount set forth above subject to approval of technical progress/deliverables by Stanford Principal Investigator, compliance with all requirements in Section 21, and receipt of funding from the Sponsor. Funds provided may only be used in accordance with the Statement of Work and Budget in **Attachment 1**. Carryover not allowed across budget periods.

Total Anticipated Amount of the award is not committed funding and should not be treated as such. Only the Amount Funded this Action will be considered obligated to the Subrecipient upon execution of this Agreement.

6. Billing/Invoicing

Subrecipient will submit invoices to Stanford for payment at least quarterly, but not more often than monthly, for costs incurred to date but not previously invoiced as required by the (payment schedule/budget) shown in **Attachment 1**.

Each invoice will at minimum contain:

- A. The Subaward Agreement number
- B. The period covered by the invoice
- C. The amount expended in the current budget period
- D. The amount cumulatively expended to date
- E. Separated by major cost category
- F. Certification as required by 2 CFR 200.415(a)

Invoices missing any of the required elements above may be returned to Subrecipient. Late invoices may not be paid. Upon request, Subrecipient will provide documentation supporting all invoiced costs. A sample invoice containing the required elements can be found in **Attachment 5**.

All invoices must include the following certification, signed by an authorized official of the Subrecipient:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

A final invoice, including cost sharing if applicable, signed, certified and clearly marked FINAL, must be received within forty-five (45) days after the overall project end date.

Stanford's final payment to Subrecipient is conditional upon receipt and acceptance of all required reports and deliverables (see Article 12 - Deliverables; Reporting; and Closeout Requirements), and Subrecipient meeting all closeout requirements. If the final invoice is not received within forty-five (45) days, Stanford in its sole discretion may determine not to pay Subrecipient's final invoice. All invoices must be submitted to the Financial Contact listed in **Attachment 3**.

7. Reserved.

8. Allowable Costs

Stanford will determine allowable costs consistent with the terms and conditions of the Prime Award found in **Attachment 2**, and any cost principles in effect on the Effective Date of this Agreement.

Costs must meet the following general criteria in order to be considered allowable:

- A. Be necessary and reasonable for the performance of the Statement of Work.
- B. Conform to any limitations or exclusions set forth by the Sponsor as to the type or amount of cost items.
- C. A cost may not be assigned to this project as a direct cost if it has been allocated to this project as an indirect cost.
- D. Be determined in accordance with generally accepted accounting principles (GAAP).
- E. Not be included as a cost or used to meet cost sharing or matching requirements of any other project in either the current or prior period without the prior approval of the Stanford Authorized Official.
- F. Be adequately documented.

In the event Stanford or the Sponsor determines payments made to the Subrecipient are unallowable, the Subrecipient will repay Stanford within thirty (30) days of receipt of written notification, or at the discretion of Stanford, Stanford may deduct such amounts from subsequent payments.

9. Program Income

If program related income results from this Agreement, Subrecipient will inform Stanford, and will maintain appropriate records for the receipt and disposition of such income to enable Stanford to fulfill its responsibilities to Sponsor. Subrecipient agrees to utilize any program income in accordance with the policies of Stanford's Sponsor and in accordance with the Prime Award.

10. Taxes

Subrecipient will be solely responsible for payment and withholding of all taxes applicable to its receipt of funding and performance under this Agreement, including any other statutory tax-related obligations, reporting, document collection, or payments required by applicable tax authorities, including Subrecipient's local or national tax authorities, and includes any applicable customs duties or taxes owed. Stanford reserves the right to request any documents required including but not limited to a complete and accurate IRS Form W8/W8BEN-E. Stanford will have no liability whatsoever for any delay in payment to Subrecipient as a result of Subrecipient's failure to submit a complete and accurate IRS Form W8/W8BEN-E. In the event that taxes are required to be withheld or deducted from any payments to Subrecipient under this Agreement by any applicable law, Stanford will withhold or deduct any amounts that it is required to pay to such tax authority on behalf of Subrecipient's account and, if available, will provide evidence of such payment to Subrecipient.

11. Prior Approvals

Subrecipient will obtain written approval from the Stanford Authorized Official named in **Attachment 3** for any actions requiring Stanford's prior approval.

The following require prior approval of the Stanford Authorized Official:

- Carryover of unobligated balance into next budget period
- Change in Personnel (Article 3 – Personnel)
- Change in the approved Statement of Work at **Attachment 1**
- Subawards not referenced in **Attachment 1**
- No-cost time extension, (requests for no-cost time extensions must be submitted in writing at least 30 days before the end of the budget period)
- Acquisition of equipment not listed in **Attachment 1**
- Any changes to indirect cost rates that will be charged to this Subaward
- Rebudgeting
- Any others referenced in the Prime Award at **Attachment 2**.

12. Deliverables; Reporting; and Closeout Requirements

A. Technical Reports

Quarterly Technical Reports will be submitted 30 days prior to the end of each project quarter.

Technical Reports, describing accomplishments and significant research findings derived from the work conducted under this Agreement, will be submitted within 30 days prior to the end of each budget period to the Stanford's Principal Investigator.

Subrecipient will submit a Final Technical Report to the Stanford Principal Investigator, describing accomplishments and significant research findings derived from the work conducted under this Agreement, and a list of all publications within forty-five (45) days after the termination or expiration of this Agreement, and as requested by the Stanford Principal Investigator.

Information contained within the reports may be submitted by Stanford to the Sponsor, in order for Stanford to satisfy its reporting obligations.

B. Property Reports

Property is not being acquired under this agreement.

C. Invention Reports

If any invention or discovery is made in connection with this Agreement, the Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to both the Stanford Authorized Official and in iEdison within sixty (60) days of the termination or expiration of this Agreement to be included as part of Stanford's final invention report to the Federal Awarding Agency.

A negative invention report will be provided upon request.

D. Required Disclosures

Subrecipient is responsible for reporting to Stanford all disclosures required by the Sponsor as detailed in the Prime Award. The Subrecipient is responsible for gathering all disclosures from any lower tier organizations to facilitate reporting as required by the Sponsor.

Any additional reports are due as detailed in the Prime Award from Stanford's Sponsor incorporated into this Agreement at **Attachment 2**.

13. Property

Subrecipient is not authorized to acquire any equipment under this Agreement.

14. Intellectual Property

Stanford agrees that Subrecipient will own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Subrecipient in the performance of the project or conceived or developed using Subrecipient's facilities and personnel ("Subrecipient Technology"). Subrecipient agrees that Stanford will own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Stanford personnel, or conceived or developed using Stanford facilities under this Agreement ("Stanford Technology"). Technology that is jointly developed by Subrecipient and Stanford personnel, or developed solely by Subrecipient but involving more than incidental use of Stanford's facilities will be jointly owned ("Joint Technology"). Notwithstanding the foregoing, Technology will be subject to any restrictions and requirements imposed by the Prime Award. Patents and inventions will be handled in accordance with Patent Rights Clause of 37 CFR 401.14.

Subrecipient hereby grants to Stanford and Sponsor an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data first conceived or developed and delivered under this Agreement, for non-commercial, academic, or research purposes.

Subrecipient hereby grants to Stanford the right to use any data or materials generated by Subrecipient in the performance of the Statement of Work for the purpose of meeting obligations to the Sponsor.

15. Data Sharing and Access

- A. Subrecipient agrees to comply with the Sponsor data sharing and/or access requirements as reflected in the Prime Award and as may be reflected in the Sponsor's policies, if any.
- B. Subrecipient certifies that it has the right and authority to provide data to Stanford for use in this project. Subrecipient hereby grants to Stanford the right to use any data or materials generated by Subrecipient in the performance of the Statement of Work for the purpose of meeting obligations to the Sponsor.
- C. The parties agree to store, handle and use data and other information received from the other party in performance of this Agreement with a standard of care appropriate for the type of data involved, which will be at least as rigorous as that specified for receiving party's own data of the same nature or as required by law, whichever is more stringent. The party receiving data will not copy, cause to be copied, use or disclose data received from or on behalf of the providing party except as permitted or required by the Agreement, as required by law, or as otherwise authorized by providing party's Authorized Official in writing. Receiving party will give immediate notice to providing party of any actual or suspected unauthorized disclosure of, access to or other breach of the data. In the event of actual or suspected unauthorized disclosure of, access to, or other breach of the data, receiving party will comply with all applicable state, Federal and local laws and regulations related to such breach, and will cooperate with providing party in fulfilling its legal obligations.

- D. If human subjects data will be exchanged, the access to and use of such data will be subject to terms to be separately negotiated by the parties.
- E. Within thirty (30) days of termination or expiration of this Agreement, Stanford shall return or destroy, at Subrecipient's option, any data provided by Subrecipient to Stanford under this Agreement and provide Subrecipient with written certification of the return or destruction of such data.

16. No Warranties

Any materials, tangible and intangible, provided by Stanford to Subrecipient in connection with this Agreement are provided without warranty of any kind and for research purposes only.

17. Publication

It is the intent of the parties to freely publish and disseminate research results under this Agreement subject to any restrictions or requirements imposed by Stanford's Sponsor, the Prime Award, and Article 18 – Publicity of this Agreement, if applicable.

Subrecipient agrees to provide Stanford a copy of any manuscript or other public disclosure thirty (30) days prior to its submission for publication or other public presentation. Stanford may review the manuscript or other public disclosure:

- A. to identify potentially patentable technology so that appropriate steps may be taken to protect such technology;
- B. to confirm that the privacy rights of individuals are adequately protected; and
- C. to ensure compliance with Stanford's Name Use Policy.

Stanford will provide comments, if any, within 30 days of receipt of manuscript or disclosure. If patentable technology is disclosed in the manuscript or disclosure, Subrecipient agrees to delay disclosure for an additional sixty (60) days to allow Stanford to file and prosecute a patent application. Subrecipient will comply with any terms and conditions of the Prime Award concerning publication of the research results. Subrecipient will acknowledge Stanford's contributions to the research in each publication or other public disclosure.

18. Publicity

Subrecipient will not identify Stanford in any products, publicity, promotion, promotional advertising, promotional website, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of Stanford or its entities, whether registered or not, or use the name, title, likeness, or statement of any Stanford faculty member, employee, or student, without prior written consent of the Stanford University Communications office. Any use of Stanford's name will be limited to statements of fact and will not imply endorsement by Stanford of the Subrecipient's products or services.

Stanford will not identify Subrecipient in any products, publicity, promotion, promotional advertising, website or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of Subrecipient or its entities, whether registered or not, or use the name, title, likeness, or statement of any Subrecipient faculty member, employee, or student, without Subrecipient's prior written consent. Any use of Subrecipient's name will be limited to statements of fact and will not imply endorsement by the Subrecipient of Stanford's products or services.

19. Party Liability; Limitation of Damages

.Each party will be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, trustees, officers, directors, students, agents, representatives, and volunteers to the extent allowed by law.

- A. EXCEPT FOR CLAIMS BASED ON WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF THE OTHER PARTY.

20. Insurance

- A. Stanford Coverage. Stanford will maintain worker's compensation insurance or other coverage on its employees as required by California law, and will self-insure or maintain insurance covering its liability under this Agreement.
- B. Subrecipient Coverage. Subrecipient will self-insure or procure and maintain during the term of this Agreement insurance to cover its obligations under this agreement, to the full amount of Subrecipient's insurance limits including at minimum: Commercial General Liability insurance and excess Umbrella Liability insurance, in no event less than US\$2,000,000 per occurrence and US\$2,000,000 annual aggregate, with a reputable and financially secure insurance carrier. This insurance will be written to cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement. If Subrecipient's insurance is written on a claims-made basis, as opposed to an occurrence basis, Subrecipient will purchase the coverage necessary to ensure continued and uninterrupted coverage of all claims, including those made after the policy expires or is terminated.
- C. Primary Coverage. Subrecipient's insurance will be primary coverage. Stanford's insurance or self-insurance will be excess and noncontributory.

21. Audit

Subrecipient agrees to comply with all US Federal audit requirements which may include the Single Audit, any Sponsor specific audits, and their associated timeframes for completion. Subrecipient will provide Stanford with copies of any required audit report(s) not uploaded to the Federal Audit Clearinghouse annually. Subrecipient will notify Stanford of any findings which impact any awards from Stanford. If Subrecipient has not expended greater than \$750,000 USD, or the Sponsor does not require an audit of US Federal funding, then Subrecipient will provide Stanford with a copy of one of the following annually: annual audit, audited financials, annual report. Subrecipient will provide any additional financial information as requested by Stanford.

Subrecipient will maintain and have available for audit and inspection all administrative and financial documents, and all other records related to this Agreement for a period of four years following the date of last reported expenditure, except that, if an audit is initiated before the expiration of the four year period, the records will be retained until audit findings have been resolved. The above records are subject to inspection and audit by Stanford, its designated representatives, representatives of Sponsor, or the United States government ("Federal Government") at all reasonable times and upon advance notice during the life of the Agreement and for four years thereafter, or longer if required by audit. If unallowable costs are identified, Stanford reserves the right to recoup or withhold any costs found to be unallowable, unallocable, unreasonable, or outside the scope of the project.

In the event that Subrecipient fails to obtain when applicable, the Single Audit, Sponsor specific audit, or adequately perform its audit corrective action plans or management responses, Stanford may withhold payment until resolved, or terminate this Agreement immediately upon written notice emailed to the Administrative Contact for Subrecipient indicated on **Attachment 3**.

22. Export Compliance

- A. Subrecipient will perform this Agreement in accordance with all U.S. export control and trade sanctions laws and regulations applicable to Subrecipient's operations. Subrecipient understands that Stanford is subject to United States laws and regulations controlling the export or transfer of technical data, computer software, laboratory prototypes and other items, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations. If either party wishes to disclose export controlled technical data under this Agreement, it will first inform the other party's Export Control Officer and provide information regarding the applicable export controls. The receiving party will have the right to refuse receipt of the export controlled technical data. If the Subrecipient's transfer of export controlled items or technology requires a license or other authorization, Subrecipient and Stanford agree to cooperate in securing any export license that may become necessary in connection with this Agreement, consistent with the terms of this Article.
- B. Subrecipient agrees not to transfer military defense articles or defense services ("ITAR items") or to disclose information on a US export control list ("ECI") to Stanford without the express written consent of Stanford's Export Control Officer indicated at **Attachment 3**. Stanford will generally decline receipt of any ITAR item or ECI that Subrecipient wishes to provide.

All ITAR items and ECI that Stanford has agreed to receive will be clearly identified. All ECI will be marked in writing, or if disclosed orally, will be identified as ECI prior to its disclosure and thereafter summarized in a written document that is provided to the recipient of the disclosure within fifteen (15) days of the disclosure.

- C. Subrecipient will not use or divert Stanford's funds, equipment, technology, or any other Stanford-furnished material:
1. in or for any transaction with Iran, Cuba, the Crimean or so-called Donetsk or Luhansk People's Republic Regions of the Ukraine, Syria, North Korea, or any other OFAC comprehensively sanctioned country or region without written pre-authorization from Stanford's Export Control Officer;
 2. knowingly with any person or entity listed by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) List at website: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, and
 3. in or for any proliferation activity, including but not limited to the design, development, production, stockpiling or use of any nuclear explosive device, chemical or biological weapons, or missiles
- D. In the event of Subrecipient's failure to comply with this Article, Stanford will have the right to terminate this Agreement immediately under the Article on "Termination."

23. Objectivity in Research

By signing this agreement Subrecipient certifies it has a written and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50 Subpart F, "Responsibility of Applicants for Promoting Objectivity in Research" and 45 CFR Part 94 "Responsible Prospective Contractors."

Subrecipient certifies that to the best of the Subrecipient's knowledge: (a) all financial disclosures related to the activities funded by this Agreement and required by its conflict of interest policy have been made; (b) all identified conflicts of interest under this Agreement have been managed, reduced or eliminated prior to the expenditure of any funds under this Agreement; (c) any conflict of interest requiring management have

been reported to Stanford prior to the expenditure of funds; (d) all Subrecipient investigators have completed the required FCOI training prior to engaging in any research funded by this Agreement.

Subrecipient agrees to maintain current and annually updated investigator disclosure of significant financial interests for all periods of the agreement.

Any subsequent conflicts identified during the life of the Subaward and requiring management will be reported to Stanford within forty-five (45) days.

Any conflict of interest reports submitted to Stanford will include:

- A. Project number;
- B. PD/PI or Contact PD/PI if a multiple PD/PI model is used;
- C. Name of the investigator with the financial conflict of interest;
- D. Name of the entity with which the investigator has a financial conflict of interest;
- E. Nature of the financial interest (e.g., equity, consulting fee, travel reimbursement, honorarium);
- F. Value of the financial interest (dollar ranges are permissible: \$0–\$,999; \$5,000–\$9,999; \$10,000–\$19,999; amounts between \$20,000–\$100,000 by increments of \$20,000; amounts above \$100,000 by increments of \$50,000), or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value;
- G. A description of how the financial interest relates to the PHS funded research and the basis for the Subrecipient’s determination that the financial interest conflicts with such research; and
- H. A description of the key elements of the Subrecipient’s management plan, including:
 1. Role and principal duties of the conflicted investigator in the research project;
 2. Conditions of the management plan;
 3. How the management plan is designed to safeguard objectivity in the research project;
 4. Confirmation of the investigator’s agreement to the management plan;
 5. How the management plan will be monitored to ensure Investigator compliance

Send all conflict of interest notifications to the Stanford Authorized Official with a carbon copy to osr_intake@stanford.edu.

24. Certifications

For the duration of this Agreement, including all amendments, Subrecipient agrees to notify Stanford of material changes to the certifications provided below in connection with this Agreement. Such notice will be sent to the Stanford Authorized Official within thirty (30) days of the material change. Subrecipient certifies that:

- A. To the best of its knowledge and belief, it, and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency of the United States of America;
 2. Have not within a three year period preceding the proposal for this project been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (U.S. Federal, State, or local) transaction or contract under a public transaction; violation of U.S. Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (U.S. Federal, State, or local) with commission of any of the offenses enumerated in Article 24.A(2);

4. Have not within a three-year period preceding the application/proposal for this project had one or more public transactions (U.S. Federal, State, or local) terminated for cause or default.
- B. It is not delinquent on the repayment of any debt(s) to the government of the United States of America.
- C. It will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.
- D. The Subrecipient will comply with Title VI and VII of the Civil Rights Act of 1964, and Executive Order 11246 and certifies that it has a valid Assurance of Compliance on file with the DHHS (Form HHS 690).
- E. The Subrecipient and its subcontractors, if any, will abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and individuals on the basis of disability, and require affirmative action by covered Government contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
- F. The Subrecipient will comply with 41 U.S.C. §4712 Program for Enhancement of Contractor Employee Protection from reprisal for disclosure of certain information as applicable.
- G. No U.S. federal government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any U.S. Agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any U.S. Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any U.S. Federal contract, grant, loan, or cooperative agreement.
- H. If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with this contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Subrecipient will require that the language of this certification be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- I. Subrecipient, on behalf of itself and all of its employees and representatives, including any third parties it engages to perform services under this Agreement, understands and agrees that it is not authorized to make, offer, request, or receive any payments in violation of the U.S. Foreign Corrupt Practices Act or any local applicable anti-corruption laws when doing business with Stanford. Subrecipient certifies that it has an active and enforced policy that prohibits actual and suspected bribery and corruption and requires reporting of such incidents. If Subrecipient does not have its own policy, or if its policy does not meet the requirements above, Subrecipient agrees to

review and follow Stanford's anti-bribery policy, and understands and agrees that it is required to comply with the terms of that policy when doing business with Stanford.

- J. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or a renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component or any system, or as a critical technology as part of any system.
- K. Representation Regarding Certain Telecommunications and Video Surveillance Services and Equipment Pursuant to FAR 52.204-24, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or a renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component or any system, or as a critical technology as part of any system.
- L. It will maintain compliance required under the PHS final rule entitled "Responsibilities of Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science." The Parties agree that Stanford has no responsibility or oversight regarding Subrecipient's compliance with the PHS final rule entitled "Responsibilities of Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science.". The Subrecipient shall be solely responsible for implementing, monitoring, and ensuring its compliance with the PHS final rule entitled "Responsibilities of Awardee and Applicant Institutions for Dealing with and Reporting Possible Misconduct in Science."
- M. The Subrecipient will comply with all applicable Federal and local laws and regulations regarding the privacy of individually identifiable information (including its collection, use, storage, and disclosure), including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules (45 CFR Parts 160 and 164) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) and any regulations promulgated thereunder, as may be amended from time to time. Subrecipient agrees to collect, use and disclose data collected or produced in the performance of this Agreement that identifies or could be used to identify a participating human subject ("Subject Data") in accordance with the subject authorization/informed consent. If Subrecipient de-identifies Subject Data in accordance with the standards as set forth in 45 C.F.R. Section 164.514, either party may use and disclose the de-identified information as allowed by law. Subrecipient will use all reasonable efforts to protect the privacy and security of Subject Data.

25. Termination

Either party may terminate this Agreement upon thirty (30) days' written notification to the other party. However, in the event that Sponsor terminates its award to Stanford prior to the end of the Subaward Budget Period, Stanford will promptly notify Subrecipient in writing, and this Agreement will be terminated. In the event of termination Stanford will pay for costs incurred and non-cancelable commitments made in performance of the Statement of Work and in accordance with the budget or as otherwise approved by Stanford prior to the effective date of termination. Stanford may terminate this Agreement for default, in whole or in part, by written notice to the Subrecipient in any of the following circumstances:

- A. If the Subrecipient fails to perform the Statement of Work or submit deliverables within the time specified in the Agreement or any extensions thereof.
- B. If the Subrecipient fails to perform any of the other provisions of this Agreement, or fails to make progress in the work necessary for the performance of this Agreement, and does not cure such

- failure within a period of ten (10) days (or such longer period as may be authorized by Stanford in writing) after receipt of notice from Stanford specifying such failure.
- C. If the Subrecipient is subject to OMB Uniform Guidance and fails to adequately perform in accordance with its Single Audit corrective action plan or management response, or is subject to Single Audit and has not received one for the qualifying period.
 - D. If the Subrecipient fails to comply with requests for supporting documentation of invoices and Statement of Work progress.
 - E. If the Subrecipient makes any material misrepresentations to Stanford.
 - F. Upon actual insolvency of the Subrecipient. Subrecipient will be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
 - G. Upon the filing of a voluntary petition to have Subrecipient declare bankruptcy.
 - H. The execution by Subrecipient of an assignment for the benefit of creditors.

If Stanford terminates this contract for default in whole or in part, it may acquire, under the terms and in the manner Stanford considers appropriate, deliverables or research services similar to those terminated. Subrecipient will continue any work not terminated. In addition, Stanford may withhold from Subrecipient any amounts otherwise due Subrecipient for performance of this Agreement in such amounts as Stanford determines necessary to protect Stanford against loss due to outstanding liens or claims against said goods or for any amounts otherwise due from Subrecipient.

Upon termination for any reason, Subrecipient will make all reasonable efforts to mitigate costs and immediately deliver any deliverables, materials, or property purchased or developed under this Agreement to Stanford. Subrecipient will furnish all necessary reports of research completed or in progress through the date of termination, as required under Article 12 – Deliverables; Reporting; and Closeout Requirements.

26. Dispute Resolution

27. Governing Law and Venue

This Agreement, the legal relationships between the parties, and any legal action in connection with this Agreement will be governed by and construed in accordance with the laws of the State of California, U.S.A., without regard to its conflict of laws doctrine. Proper venue for legal actions shall be exclusively vested in state court in Santa Clara County. The parties agree that subject matter and personal jurisdiction are proper in state court in Santa Clara County and waive all venue objections.

28. Laws and Regulations

This Agreement is subject to all applicable local, national, and U.S. laws and regulations. In carrying out the project, Subrecipient will comply with all applicable laws, regulations, and rules, and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

29. Force Majeure

Neither party is liable for failure to perform if such failure is solely caused by circumstances beyond its control and not further exacerbated by its acts or omissions, including but not limited to war, acts of civil or military authorities, riots, embargoes, strikes at a national level, government orders, prolonged shortage of supplies, industry supply shortages, drought, hurricane, typhoon, earthquake, epidemic/pandemic and severe fire or floods (“Force Majeure”). The party experiencing the Force Majeure must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event preventing that party from, or delaying that party in performing its obligations under this Agreement. The party injured by the other’s inability to perform may elect one of the following remedies: (a) to terminate this Agreement in whole or in part; or (b) to suspend the Agreement, in whole or in part, for the duration of the Force Majeure. The party injured has no liability for any costs, losses, expenses, damages, or delay

costs suffered by the party experiencing the Force Majeure. The party experiencing the Force Majeure will cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party.

30. Independent Contractors

Stanford and Subrecipient are independent contractors and neither is an agent, joint venturer, or partner of the other. Except as authorized by Stanford or as necessary to perform the Statement of Work, the Subrecipient will not communicate with the Sponsor regarding any matter within the scope of the responsibility of the Prime Award.

31. Notice

- A. Form of Notice. All notices will be written in English and signed by the Authorized Official of the notifying party. The notice must reference the section of this Agreement pursuant to which it is given.
- B. Method of Notice. Notices will be deemed sufficient if given by (a) registered or certified mail; (b) private courier service, with signature provided by the receiving party; (c) electronic mail to the Authorized Official and Principal Investigator shown in **Attachment 3**, (and for notices to Stanford, with a carbon copy to `osr_intake@stanford.edu`).
- C. Receipt. Notices sent via mail or courier will be deemed given upon receipt. Notices sent via electronic mail will be deemed given forty-eight (48) hours from the date notice was sent.

32. Amendments or Changes

Amendments or changes to this Agreement must be in writing and signed by each party's Authorized Official, with the exception of changes to **Attachment 3**.

33. Assignment

Neither party may assign this agreement without the prior written consent of the other party, and the prior consent of Stanford's Sponsor and awarding agency, if required.

34. No Waivers

No waiver of any term, provision or condition of this Agreement whether by conduct or otherwise in any one or more instance will be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or of any other term, provision or condition of this Agreement.

35. Severability

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, those provisions will be divisible from this Agreement and deemed to be deleted from this Agreement. If the deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent of the parties.

36. Order of Precedence

In the event of conflicting conditions, the following order of precedence will apply:

1. This Agreement, including all Attachments
2. Terms and Conditions of the Prime Award including Attachment 2

The terms and conditions of this Agreement take precedence over any documents which Subrecipient or Subrecipient's personnel may have executed in connection with this project.

37. Survival

The provisions of this Agreement will survive the termination of this Agreement to the extent necessary to effectuate the terms contained herein.

38. Entire Agreement

This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

Approved and accepted for:

County Of Santa Clara

**Board of Trustees
of the Leland Stanford Junior University**

<u>Signature:</u> DocuSigned by: <i>James R. Williams</i> 74FCE0CB79FA478...	<u>Signature:</u> <i>Evan Weisman</i>
<u>Name:</u> James R. Williams	<u>Name:</u> Evan Weisman
<u>Title:</u> County Executive	<u>Title:</u> Contract and Grant Officer
<u>Date:</u> 12/10/2025	<u>Date:</u> 12/11/2025
<u>Approved as to Form and Legality:</u>	
DocuSigned by: <i>Jenny Lam</i> 514DEC82B114494...	
<u>Name:</u> Jenny Lam	
<u>Title:</u> Deputy County Counsel	
<u>Date:</u> 12/9/2025	
<u>Signature:</u> DocuSigned by: <i>Sarah L. Rudman</i> AA2AF0B47E274F8...	
<u>Name:</u> Sarah L. Rudman, MD MPH	
<u>Title:</u> Acting Health Officer and Public Health Director	
<u>Date:</u> 12/10/2025	

Initial
WTAE

ATTACHMENTS	
Attachment 1	Statement of Work, Budget/ Budget Justification
Attachment 2	Sponsor Prime Award Agreement
Attachment 3	Authorized Representatives (Contacts)
Attachment 4	Additional Attachments –N/A
Attachment 5	Sample Invoice
Attachment 6	FFATA Reporting

ATTACHMENT 1

Subrecipient Statement of Work, Budget, and Budget Justification

PREVENTION POLICY MODELING LAB

Scope of Work County of Santa Clara Public Health Department

Background:

The goal of this project is to conduct health and economic modeling to inform decision-making on HIV, hepatitis, STD, TB and school health at national, state and local levels, in partnership with the National Center for HIV/AIDS Viral Hepatitis, STD and TB Prevention.

Introduction:

Stanford University will establish a consortium agreement with the County of Santa Clara Public Health Department (SCC PHD) to contribute to this collaborative project.

Scope of work:

As consortium partners, the Chief Science Officer (CSO) will direct the team at SCC PHD as they contribute to the development of research questions, study design, data acquisition, data analysis, development of decision tools and publications.

Consortium partners will participate in regular research meetings, including an annual investigator meeting and more frequent research meetings to meet specific project milestones.

The CSO will serve as a member of the Executive Committee, which will convene quarterly to discuss strategic priorities, evaluate progress, and address critical scientific questions in specific areas of work.

Deliverables:

Consortium partners will contribute to development of spreadsheet models and preparation of reports and publications comprising the key deliverables from the project.

Timeline:

Timeline for the consortium agreement will coincide with the timeline of the project, from 9/30/2025 to 9/29/2029.

Docusign Envelope ID: 349A126D-8D7C-4E48-A292-B90B43EAF5ED

County of Santa Clara Public Health Department
 P.I.: Wayne Enanoria
Stanford University CDC NEEMA3
Prevention Policy Modeling Lab
Funding Opportunity Number CDC-RFA-PS-24-0028

DIRECT COSTS									
PERSONNEL									YEAR 1
Position	Job Code	Dept	Branch	Program	Cost Center	Track	Annual Salary	FTE	Budget
Epidemiologist I	J25	PHD	Science		2800		\$ 144,997.00	12.072782%	\$ 17,505.00
Total Personnel							\$ 144,997.00		\$ 17,505.00
FRINGE BENEFITS									YEAR 1
Position	Job Code	Dept	Branch	Program	Cost Center	Track	Annual Benefits	FTE	Budget
Epidemiologist I	J25	PHD	Science		2800		\$ 80,906.00	12.07278%	\$ 9,768.00
Total Fringe Benefits							\$ 80,906.00		\$ 9,768.00
Total Personnel and Fringe Benefits							\$ 225,903.00		\$ 27,273.00
TOTAL DIRECT COSTS									\$ 27,273.00
INDIRECT COSTS									
Budget Category								Rate %	YEAR 1
Description									Budget
Personnel								10%	\$ 1,750.50
Fringe Benefits								10%	\$ 976.80
Total Indirect Costs									\$ 2,727.00
Total Indirect Cost Award									\$ 30,000.00

SUBAWARD BUDGET NARRATIVE

Santa Clara County Department of Public Health (\$30,000)

- Method of Selection: Sole source, selected based on unique expertise and positioning in county-level public health policy, and based on past history of successful scientific collaborations.
- Period of Performance: 9/30/2025 - 9/29/2026
- Scope of Work: The Chief Science Officer (CSO) will direct the team at SCC PHD as they contribute to the development of project questions, study design, data acquisition, data analysis, development of decision tools and publications. SCC will participate in regular meetings, including an annual investigator meeting and more frequent meetings to meet specific project milestones. The CSO will serve as a member of the Executive Committee, which will convene to discuss strategic priorities, evaluate progress, and address critical scientific questions in specific areas of work.
- Method of Accountability: Based on the detailed workplan that will be developed in collaboration with CDC, specific process and outcome measures for evaluation will be agreed and will form the basis for quarterly and annual evaluations of progress and performance of all subcontractors.
- Itemized Budget and Justification: see following.

Detailed Itemized Budget Narrative for 12-Month Budget Period 09/30/2025 – 09/29/2026

1. Salaries and Wages (\$27,273):

This budget narrative reflects salaries and wages for one existing Epidemiologist I position. The staffing described below reflects the positions to be funded by this grant as well as the County of Santa Clara’s in-kind contributions.

Position Title and Name	Annual Salary	Time	Total Months	Amount Requested
<i>Chief Science Officer, Sub-award Principal Investigator</i>	<i>In-Kind</i>	<i>5%</i>	<i>12 months</i>	<i>0</i>
<i>Epidemiologist</i>	<i>\$144,997</i>	<i>12.07%</i>	<i>12 months</i>	<i>\$17,505</i>

Total Personnel				\$17,505
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A. Key Personnel

Chief Science Officer, Sub-Award Principal Investigator (in-kind 5% effort) The CSO will direct the team at SCC PHD as they contribute to the development of project questions, study design, data acquisition, data analysis, development of decision tools and publications. In addition, the CSO will identify additional subject matter experts within the county who will provide input in the areas of HIV, TB, viral hepatitis, STIs, syndemics, public health surveillance, special populations, and health equity.

B. Other Personnel

Epidemiologist I (12.07% effort) The Epidemiologist will analyze case surveillance data, co-develop mathematical models with the project team, and provide input on application of the models to inform public health decision making for actions. In addition, the Epidemiologist will communicate findings, contribute to policy development, and guide strategies in outbreak settings. Their expertise of surveillance data sources, data analysis, and modeling helps identify patterns and trends in disease occurrence and evaluate the effectiveness of control measures.

2. Fringe Benefits (\$9,768):

Fringe benefits include medical, dental, vision, life insurance, retirement/pension, FICA/Medicare, Workers Compensation and Disability. The County of Santa Clara’s Fiscal Year 2025-26 budget process uses the Personnel Expenditure Projection (PEP) module of SAP Budgeting and Planning for Public Sector (SBP), which calculates benefits as noted below. Assumptions are updated throughout the budget process as more information is acquired. All rates below are budgetary rates and may differ from actual rates charged through payroll. Some benefits vary by Bargaining Unit. The Bargaining Unit represented by the positioned detailed in this budget narrative: SEIU Local 521 (Epidemiologist I). The following is a summary of the benefit calculation rates and costs:

Health Insurance: \$24,985 per FTE	Retiree Health Insurance, OPEB: \$9,060 per FTE
Other Benefit: Deferred Compensation: \$20 per FTE	Unemployment Insurance: 0.051% of salary

Worker's Compensation: 0.666% of salary	Social Security (Employer Share): 6.2% of salary with annual wage limit of \$176,100 for Calendar Year (CY) 2025.
Medicare: 1.45% of salary	County-Paid PERS Employer Share: SEIU Local 521 6.779% of salary, County Employees Management Association 6.779% of salary (CalPERS employer paid rates are capped by employee earnings for the Calendar Year 2025: \$350,000 for classic members, \$155,081 for PEPRA - Social Security participants, and \$186,096 for PEPRA - Non-Social Security participants)
PERS Unfunded Actuarial Liability: 13.62% of salary	Departmental Charge for Pension Obligation Bond: 0.85% of salary

The following list includes the fringe calculations for each planned position in Year One:

Position Title and Name	Salary Requested	Fringe Percentage	Amount Requested
<i>Epidemiologist I</i>	\$17,505	55.8%	\$9,768*
Total Fringe			\$9,768

*Rounding throughout calculation

3. Indirect Costs: (\$2,727)

Indirect is projected to be 10% of the proposed budget. The County of Santa Clara County does not have an indirect cost rate agreement with the federal government. According to the OMB supercircular, counties that do not have a negotiated indirect cost rate may charge a "de minimis" rate of 10% of modified total direct costs. All indirect costs, including subawards, calculated in line with the Modified Total Direct Cost (MTDC).

ATTACHMENT 2
Terms and Conditions of the Prime Award Agreement



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# 5 NU38PS004654-02-00

FAIN# NU38PS004654

Federal Award Date: 09/02/2025

Recipient Information

1. Recipient Name

THE LELAND STANFORD JUNIOR
UNIVERSITY
455 Broadway St
School of Medicine
Redwood City, CA 94063-3126
[No Phone Record]

2. Congressional District of Recipient
15

3. Payment System Identifier (ID)
1941156365A1

4. Employer Identification Number (EIN)
941156365

5. Data Universal Numbering System (DUNS)
009214214

6. Recipient's Unique Entity Identifier (UEI)
HJD6G4D6TJY5

7. Project Director or Principal Investigator
Mr. Joshua Salomon
salomon1@stanford.edu
650-736-9477

8. Authorized Official

Ms. Margery Corbett
Director, Sponsored Research
mkcorbett@stanford.edu
650-498-4963

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Christy Wipperfurth
Grants Management Specialist
lmh4@cdc.gov
770-488-3946

10. Program Official Contact Information

Taiwo Abimbola
Economist
iip2@cdc.gov
4047184567

Federal Award Information

11. Award Number

5 NU38PS004654-02-00

12. Unique Federal Award Identification Number (FAIN)

NU38PS004654

13. Statutory Authority

Public Health Service Act [42 U.S.C. Sections 243 and 247b(k)(2)]

14. Federal Award Project Title

Prevention Policy Modeling Lab

15. Assistance Listing Number

93.084

16. Assistance Listing Program Title

Prevention of Disease, Disability, and Death by Infectious Diseases

17. Award Action Type

Non-Competing Continuation

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	09/30/2025	- End Date	09/29/2026
20. Total Amount of Federal Funds Obligated by this Action	\$915,200.00		
20a. Direct Cost Amount	\$747,460.00		
20b. Indirect Cost Amount	\$167,740.00		
21. Authorized Carryover	\$0.00		
22. Offset	\$0.00		
23. Total Amount of Federal Funds Obligated this budget period	\$0.00		
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00		
25. Total Federal and Non-Federal Approved this Budget Period	\$915,200.00		
26. Period of Performance Start Date	09/30/2024	- End Date	09/29/2029
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	\$1,830,400.00		

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Ms. Stephanie Latham
Team Lead, Grants Management Officer

30. Remarks



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# 5 NU38PS004654-02-00

FAIN# NU38PS004654

Federal Award Date: 09/02/2025

Recipient Information	
Recipient Name	
THE LELAND STANFORD JUNIOR UNIVERSITY 455 Broadway St School of Medicine Redwood City, CA 94063-3126 [No Phone Record]	
Congressional District of Recipient	
15	
Payment Account Number and Type	
1941156365A1	
Employer Identification Number (EIN) Data	
941156365	
Universal Numbering System (DUNS)	
009214214	
Recipient's Unique Entity Identifier (UEI)	
HJD6G4D6TJY5	
31. Assistance Type	
Cooperative Agreement	
32. Type of Award	
Other	

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$282,043.00
b. Fringe Benefits	\$78,460.00
c. Total Personnel Costs	\$360,503.00
d. Equipment	\$0.00
e. Supplies	\$2,062.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$384,895.00
j. TOTAL DIRECT COSTS	\$747,460.00
k. INDIRECT COSTS	\$167,740.00
l. TOTAL APPROVED BUDGET	\$915,200.00
m. Federal Share	\$915,200.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes							
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION	FINANCIAL ASSISTANCE	APPROPRIATION
4-939ZRKA	24NU38PS004654	PS	410Q	93.084		\$0.00	75-24-0950
5-939ZRKA	24NU38PS004654	PS	410Q	93.084		\$915,200.00	75-25-0950



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 5 NU38PS004654-02-00

FAIN# NU38PS004654

Federal Award Date: 09/02/2025

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

THE LELAND STANFORD JUNIOR UNIVERSITY

5 NU38PS004654-02-00

1. term

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA-PS-24-0028**, entitled "**NCHHSTP Epidemiologic and Economic Modeling for HIV, Viral Hepatitis, STD and TB**" and application dated **May 5, 2025**, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NOA).

Applicable Regulatory Provisions: Prior to October 1, 2025, this award is subject to 45 CFR 75 except for eight flexibilities from 2 CFR 200 adopted by HHS on October 1, 2024. After October 1, 2025, this award will be subject to any applicable provisions of 2 CFR 200 and 2 CFR 300.

Termination: Prior to October 1, 2025, this award is subject to the termination provisions at 45 CFR 75.372. Starting on October 1, 2025, this award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the terms and conditions of the award, and a decision by the agency that the award continues to effectuate program goals or agency priorities.

Assurance of Compliance: The applicant hereby agrees that it will comply with Title VI of the Civil Rights act of 1964, as amended (codified at 42 U.S.C. 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

Total Approved Funding is included in Summary Federal Award Financial Information on page 1 of the NOA. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third-party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Financial Assistance Mechanism: Cooperative Agreement

Technical Review: Within 5 days of this Notice of Award's (NOA) issue date, the Technical Review will be accessible to the recipient in GrantSolutions Grant Notes. Contact the assigned Program Officer indicated in the NOA with any questions regarding this document or any follow up requirements and timelines set forth therein.

Substantial Involvement by CDC: This is a cooperative agreement, and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities as detailed in the NOFO and included below.

In a Cooperative Agreement, CDC and the recipients share responsibility for successfully implementing the award and meeting identified project outcomes. Recipients are required to collaborate with CDC's NCHHSTP Office of the Director and Divisions (Division of HIV Prevention [DHP], Division of Viral Hepatitis [DVH], Division of STD Prevention [DSTDP], and Division of Tuberculosis Elimination [DTBE]). The project protocols will be developed with substantial CDC involvement to assure project outcomes consists of NCHHSTP strategic priorities, HIV, viral hepatitis, STD, and TB specific strategic plans and in alignment with the strategies and activities stated in this NOFO. CDC will provide support to the recipients as presented below:

- Developing research questions and design of projects.
- Engaging to provide data and expert opinion (i.e., consultation on epidemiologic modeling and health economics analyses).
- Assisting in analysis and interpretation of data and disseminating results.
- Obtaining project approvals (including concept development and approval process (CDAP) and project determination (PD) for research or non-research from the Associate Director for Science for the respective CDC program when CDC scientists are engaged.
- Obtaining IRB approval from the CDC Institutional Review Board for research involving human subjects when CDC is engaged.
- Obtaining Office of Management and Budget approval per the Paperwork Reduction Act, if necessary.
- Facilitating and coordinating the development of information exchange with partners (i.e., collaborators/end-users/partner groups).

Because CDC and recipients share responsibility for participation in all activities and success in meeting the outcomes, the resulting products are expected to be authored by both recipient and CDC staff who participated in the project, following CDC authorship guidelines. Hence, products will require CDC scientific review and approval before submitting to a journal, conference/meeting or other audience.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of carried over unobligated funds in

Section 12 “Remarks” of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient’s authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Programmatic Restriction(s): Sub-contractor cost in the amount of \$35,400 is restricted, pending IRB determination approval for the following project: “Practices and costs of drug susceptible and drug-resistant TB diagnosis and treatment”. Funds for research involving human subjects will be restricted until the appropriate assurances and Institutional Review Board (IRB) approvals are in place. To lift restrictions, copies of all current local IRB approval letters and protocols will be required. The recipient must submit a release of restriction amendment in GrantSolutions with the required documentation.

Indirect Costs:

Indirect costs are not approved for this award, because indirect costs were not requested or an approved Indirect Cost Rate Agreement has not been established. To have indirect costs approved for this grant, submit an approved indirect cost rate agreement to the grants management specialist no later than October 30, 2025.

PAYMENT INFORMATION

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the “P Account”. Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# 1 NU38PS004654-01-00

FAIN# NU38PS004654

Federal Award Date: 08/02/2024

Recipient Information

1. Recipient Name

THE LELAND STANFORD JUNIOR
UNIVERSITY
455 Broadway St
School of Medicine
Redwood City, CA 94063-3126
[No Phone Record]

2. Congressional District of Recipient

15

3. Payment System Identifier (ID)

1941156365A1

4. Employer Identification Number (EIN)

941156365

5. Data Universal Numbering System (DUNS)

009214214

6. Recipient's Unique Entity Identifier (UEI)

HJD6G4D6TJY5

7. Project Director or Principal Investigator

Mr. Joshua Salomon
salomon1@stanford.edu
650-736-9477

8. Authorized Official

Ms. Margery Corbett
Director, Sponsored Research
mkcorbett@stanford.edu
650-498-4963

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Christy Wipperfurth
Grants Management Specialist
lmh4@cdc.gov
770-488-3946

10. Program Official Contact Information

Tamika Hoyte
Health Scientist
imb5@cdc.gov
404-639-6029

Federal Award Information

11. Award Number

1 NU38PS004654-01-00

12. Unique Federal Award Identification Number (FAIN)

NU38PS004654

SPO 337683

13. Statutory Authority

Public Health Service Act [42 U.S.C. Sections 243 and 247b(k)(2)]

14. Federal Award Project Title

Prevention Policy Modeling Lab

15. Assistance Listing Number

93.084

16. Assistance Listing Program Title

Prevention of Disease, Disability, and Death by Infectious Diseases

17. Award Action Type

New

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	09/30/2024	- End Date	09/29/2025
20. Total Amount of Federal Funds Obligated by this Action			\$915,200.00
20a. Direct Cost Amount			\$643,229.00
20b. Indirect Cost Amount			\$271,971.00
21. Authorized Carryover			\$0.00
22. Offset			\$0.00
23. Total Amount of Federal Funds Obligated this budget period			\$0.00
24. Total Approved Cost Sharing or Matching, where applicable			\$0.00
25. Total Federal and Non-Federal Approved this Budget Period			\$915,200.00
26. Period of Performance Start Date	09/30/2024	- End Date	09/29/2029
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance			\$915,200.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Mr. Arthur Lusby
Grants Management Officer, Team Lead

30. Remarks

New Award: Financial Assistance in the amount of \$915,200.



DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention

Notice of Award

Award# 1 NU38PS004654-01-00
FAIN# NU38PS004654
Federal Award Date: 08/02/2024

<p>Recipient Information</p> <p>Recipient Name THE LELAND STANFORD JUNIOR UNIVERSITY 455 Broadway St School of Medicine Redwood City, CA 94063-3126 [No Phone Record]</p> <p>Congressional District of Recipient 15</p> <p>Payment Account Number and Type 1941156365A1</p> <p>Employer Identification Number (EIN) Data 941156365</p> <p>Universal Numbering System (DUNS) 009214214</p> <p>Recipient's Unique Entity Identifier (UEI) HJD6G4D6TJY5</p>
<p>31. Assistance Type Cooperative Agreement</p> <p>32. Type of Award Other</p>

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$339,681.00
b. Fringe Benefits	\$96,520.00
c. Total Personnel Costs	\$436,201.00
d. Equipment	\$0.00
e. Supplies	\$7,500.00
f. Travel	\$10,420.00
g. Construction	\$0.00
h. Other	\$2,800.00
i. Contractual	\$186,308.00
j. TOTAL DIRECT COSTS	\$643,229.00
k. INDIRECT COSTS	\$271,971.00
l. TOTAL APPROVED BUDGET	\$915,200.00
m. Federal Share	\$915,200.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
4-939ZRKA	24NU38PS004654	PS	410Q	93.084	\$915,200.00	75-24-0950



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 1 NU38PS004654-01-00

FAIN# NU38PS004654

Federal Award Date: 08/02/2024

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

THE LELAND STANFORD JUNIOR UNIVERSITY

1 NU38PS004654-01-00

1. Terms

Recipient: Leland Stanford Junior University
Award Number: NU38PS004654-01-00

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA-PS-24-0028**, entitled **NCHHSTP Epidemiologic and Economic Modeling for HIV, Viral Hepatitis, STD, and TB**, and application dated April 8, 2024, as may be amended, which are hereby made a part of this non-research award, hereinafter referred to as the Notice of Award (NoA).

Total Approved Funding is included in Summary Federal Award Financial Information on page 1 of the NOA. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

This award is fully funded for year 1.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third-party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Budget Revision Requirement: By **October 30, 2024** the recipient must submit a revised budget with a narrative justification. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date. Follow the CDC Prior Approval Guidance and submit the Budget Revision as an **amendment** in Grant Solutions. Ensure the revised budget addresses the following:

- Adjust the budget to the approved funding amount.
- The SF424a showed all funds would be used in the first quarter only and lacks the CFDA.
- Personnel:
 - Present the costs per the Budget Preparation Guidelines. The annual salary multiplied by the %FTE, multiplied by the number of months/12 yields the amount requested. Revise the data.
 - Several personnel have minimal involvement (2% - 5%). Justify or revise.
 - There are several research positions, but no research will occur in year 1.
 - For TBN positions, include the estimated hire date. See the CDC Budget Preparation Guidelines regarding vacant positions.
- Travel:
 - Travel is requested for 5 people; however, there are only 3 people over 50% FTE on this project.
 - Will the biennial conference occur in year 1 of the project? If not, remove the travel expense.
- Subaward/Contractual:
 - There are many contracts, some with minimal project involvement such as Boston University. Consult with the PO to determine which contracts/activities are necessary.
 - No research will occur in year 1. Remove the research activities/expenses from

the contracts.

- The indirect cost rate for research was used for some subawards/contracts. No research will occur in year 1 therefore a non-research indirect cost rate must be used.
- Indirect Costs: The Indirect Cost Rate Agreement expires before the award start date. Submit the Indirect Cost Rate Agreement in effect on September 30, 2024.

Summary Statement: Within 5 days of this Notice of Award's (NoA) issue date, the Summary Statement will be accessible to the recipient in GrantSolutions Grant Notes. Contact the assigned Program Officer indicated in the NoA with any questions regarding this document or any follow up requirements.

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

CDC will partner with the recipient to ensure the success of the cooperative agreement by:

- Developing research questions and design of projects.
- Engaging to provide data and expert opinion (i.e., consultation on epidemiologic modeling and health economics analyses).
- Assisting in analysis and interpretation of data and disseminating results.
- Obtaining project approvals (including concept development and approval process (CDAP) and project determination (PD) for research or non-research from the Associate Director for Science for the respective CDC program when CDC scientists are engaged.
- Obtaining IRB approval from the CDC Institutional Review Board for research involving human subjects when CDC is engaged.
- Obtaining Office of Management and Budget approval per the Paperwork Reduction Act, if necessary.
- Facilitating and coordinating the development of information exchange with partners (i.e., collaborators/end-users/partner groups).

Because CDC and recipients share responsibility for participation in all activities and the success in meeting the outcomes, the resulting products are expected to be authored by both recipient and CDC staff who participated in the project, following CDC authorship guidelines. Hence, products will require CDC scientific review and approval before submitting to a journal, conference/meeting or other audience.

Program Income: Any program income generated under this cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions:

- Recipients may not use funds for research **during the first year of the award.**
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds **only** for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on anti-lobbying restrictions for CDC recipients](#).

Indirect costs are not approved for this award because the Indirect Cost Rate Agreement submitted expires before the award start date. To have indirect costs approved for this grant, submit an approved indirect cost rate agreement in effect during the award start date, as part of the budget revision amendment submission.

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report is required and must be submitted in the Payment Management System no later than 90 days after the end of the budget period. The FFR is due **December 28, 2025**.

Programmatic Quarterly Status Reports (QSRs) for the reporting period are due to the CDC by the designated due date. These are separate from, and in addition to, the annual performance reporting requirement in the General Terms and Conditions.

PROGRAM OR FUNDING GENERAL REQUIREMENTS

HIV Program Review Panel Requirement: All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials must be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist identified in the CDC Roles and Responsibilities section of this NoA.

Duplication of Effort: Recipients are responsible for reporting if this award will result in programmatic, budgetary, or commitment overlap with another application or award (i.e., grant, cooperative agreement, or contract) submitted to another funding source in the same fiscal year. Overlap, whether programmatic, budgetary, or commitment of an individual's effort greater than 100 percent, is not permitted. Recipients are responsible for notifying the CDC Program Official and Grants Management Officer identified on this Notice of Award, if they become aware of programmatic, budgetary, or commitment overlap with another application or award. The overlap will be resolved by the CDC with the recipient and the PD/PI.

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The Document Number in page 2, section 34 of the Notice of Award must be known to draw down funds.

CDC STAFF CONTACTS:

Grants Management Specialist (GMS): The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

The GMS contact information is located on page 1, item #9.

Program/Project Officer (PO): The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

The PO contact information is located on page 1, item #10.

Grants Management Officer (GMO): The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

The GMO name is located on page 1, item #29.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# 6 NU38PS004654-01-01

FAIN# NU38PS004654

Federal Award Date: 12/11/2024

Recipient Information

1. Recipient Name

THE LELAND STANFORD JUNIOR
UNIVERSITY
455 Broadway St
School of Medicine
Redwood City, CA 94063-3126
[No Phone Record]

2. Congressional District of Recipient
15

3. Payment System Identifier (ID)
1941156365A1

4. Employer Identification Number (EIN)
941156365

5. Data Universal Numbering System (DUNS)
009214214

6. Recipient's Unique Entity Identifier (UEI)
HJD6G4D6TJY5

7. Project Director or Principal Investigator
Mr. Joshua Salomon
salomon1@stanford.edu
650-736-9477

8. Authorized Official

Ms. Margery Corbett
Director, Sponsored Research
mkcorbett@stanford.edu
650-498-4963

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Christy Wipperfurth
Grants Management Specialist
lmh4@cdc.gov
770-488-3946

10. Program Official Contact Information

Tamika Hoyte
Health Scientist
imb5@cdc.gov
404-639-6029

Federal Award Information

11. Award Number

6 NU38PS004654-01-01

12. Unique Federal Award Identification Number (FAIN)

NU38PS004654

13. Statutory Authority

Public Health Service Act [42 U.S.C. Sections 243 and 247b(k)(2)]

14. Federal Award Project Title

Prevention Policy Modeling Lab

15. Assistance Listing Number

93.084

16. Assistance Listing Program Title

Prevention of Disease, Disability, and Death by Infectious Diseases

17. Award Action Type

Budget Revision

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	09/30/2024	- End Date	09/29/2025
20. Total Amount of Federal Funds Obligated by this Action			\$0.00
20a. Direct Cost Amount			\$51,657.00
20b. Indirect Cost Amount			(\$51,657.00)
21. Authorized Carryover			\$0.00
22. Offset			\$0.00
23. Total Amount of Federal Funds Obligated this budget period			\$915,200.00
24. Total Approved Cost Sharing or Matching, where applicable			\$0.00
25. Total Federal and Non-Federal Approved this Budget Period			\$915,200.00
26. Period of Performance Start Date	09/30/2024	- End Date	09/29/2029
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance			\$915,200.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Ms. Stephanie Latham
Team Lead, Grants Management Officer

30. Remarks

Revised Budget - Approved



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Notice of Award

Centers for Disease Control and Prevention

Award# 6 NU38PS004654-01-01

FAIN# NU38PS004654

Federal Award Date: 12/11/2024

Recipient Information
<p>Recipient Name THE LELAND STANFORD JUNIOR UNIVERSITY 455 Broadway St School of Medicine Redwood City, CA 94063-3126 [No Phone Record]</p> <p>Congressional District of Recipient 15</p> <p>Payment Account Number and Type 1941156365A1</p> <p>Employer Identification Number (EIN) Data 941156365</p> <p>Universal Numbering System (DUNS) 009214214</p> <p>Recipient's Unique Entity Identifier (UEI) HJD6G4D6TJY5</p>
<p>31. Assistance Type Cooperative Agreement</p> <p>32. Type of Award Other</p>

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$283,070.00
b. Fringe Benefits	\$78,818.00
c. Total Personnel Costs	\$361,888.00
d. Equipment	\$0.00
e. Supplies	\$5,391.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$327,607.00
j. TOTAL DIRECT COSTS	\$694,886.00
k. INDIRECT COSTS	\$220,314.00
l. TOTAL APPROVED BUDGET	\$915,200.00
m. Federal Share	\$915,200.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes							
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	ASSISTANCE LISTING	AMT ACTION	FINANCIAL ASSISTANCE	APPROPRIATION
4-939ZRKA	24NU38PS004654	PS	410Q	93.084		\$0.00	75-24-0950



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 6 NU38PS004654-01-01

FAIN# NU38PS004654

Federal Award Date: 12/11/2024

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

THE LELAND STANFORD JUNIOR UNIVERSITY

6 NU38PS004654-01-01

1. Terms

ADDITIONAL TERMS AND CONDITIONS

Budget Revision Approval: The revised itemized budget provided in the amount of **\$ 915,200.00** has been reviewed and found to be acceptable as submitted; therefore, the final revised budget is incorporated into the award by reference. The Budget Revision Requirement in the Notice of the Award dated **August 2, 2024**, has been satisfied. This action is in response to the recipient's correspondence submitted **November 18, 2024**.

Indirect Costs: Indirect costs are approved based on the negotiated indirect cost rate agreement dated August 29, 2024. The rates in this agreement are to be used for the entire project period, including any approved extensions, in accordance with 45 CFR Part 75, Appendix III. Indirect cost/facilities and administration rates for subcontracts will be treated in the same manner as those for the recipient, if the subcontractor is covered by 45 CFR Part 75, Appendix III.

**ATTACHMENT 3
Authorized Representatives**

STANFORD Contacts	SUBRECIPIENT Contacts
<p align="center"><u>Authorized Official/Admin Contact</u></p> <p>Name: Evan Weisman Address: Stanford University Office of Sponsored Research 485 Broadway, Third Floor, Redwood City, CA 94063 Telephone: (650) 724-8269 Email: Weisman2@stanford.edu</p>	<p align="center"><u>Authorized Official/Admin Contact</u></p> <p>Name: PHD Contracts Address: 150 W Tasman Drive San Jose, CA 95134 Telephone: N/A Email: PHDContracts@phd.sccgov.org</p>
<p align="center"><u>Principal Investigator</u></p> <p>Name: Joshua Salomon Address: 615 Crothers Way Stanford CA 94305-6006 Telephone: Email: salomon1@stanford.edu</p>	<p align="center"><u>Principal Investigator</u></p> <p>Name: Wayne Enanoria Address: 150 W Tasman Drive San Jose, CA 95134 Telephone: 408-816-9534 Email: Wayne.enanoria@phd.sccgov.org</p>
<p align="center"><u>Financial/Invoice Contact</u></p> <p>Name: Heidi Zhang Address: 615 Crothers Way Stanford CA 94305-6006 Telephone: (650) 723-9631 Email: heidiz2@stanford.edu</p>	<p align="center"><u>Financial/Payment Contact</u></p> <p>Name: Arvind Sharma Address: 150 W Tasman Drive San Jose, CA 95134 Telephone: 408-808-4610 Email: Arvind.sharma@phd.sccgov.org</p>
<p align="center"><u>Single Audit Contact</u></p> <p>Name: Carrie Chesbro Address: Office of Research Administration Stanford University Telephone: (650) 497-6852 Email: chesbro@stanford.edu</p>	<p align="center"><u>Single Audit Contact</u></p> <p>Name: Joan Song Address: 2325 Enborg Lane San Jose, CA 95128 Telephone: Email: 408-947-4107 Joan.song@hhs.sccgov.org</p>
<p align="center"><u>Export Control Officer</u></p> <p>Name: Export Control Officer Address: Export Control Office Telephone: (650) 725 3093 Email: exportcontrols@stanford.edu</p>	<p align="center"><u>Export Control Officer</u></p> <p>Name: N/A Telephone: Email:</p>

ATTACHMENT 4
Additional Attachments – No Additional Attachments

ATTACHMENT 5

Sample Invoice for Subrecipient Reference

STANFORD Agreement Number:

SEND INVOICE TO:

STANFORD UNIVERSITY

[Department Financial Contact Information]

STANFORD Investigator:

Prime Award Title:

Send all payments to: [Subrecipient's Name and Address]

Subrecipient Reference #

REQUEST FOR CASH REIMBURSEMENT

Voucher No:

Final

Date Prepared:

Period Covered:

EXPENSES	Current Charges	Cumulative Charges	Cost-Sharing (if applicable)
----------	-----------------	--------------------	------------------------------

Salaries and Wages:

Fringe Benefits:

Supplies:

Materials:

Equipment: Budgeted:

Unbudgeted:

Subawards:

Services:

Travel:

F&A Rate: _____

TOTAL

Less Previous Cumulative Amount: \$ _____

TOTAL AMOUNT DUE ON THIS INVOICE: \$ _____

CERTIFICATION BY SUBRECIPIENT

I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Name and Signature (Authorized Certifying Official)

Date

Title

APPROVAL BY STANFORD UNIVERSITY'S P.I.

In signing below, I approve payment of this invoice and attest that the charges appear reasonable, and progress to date on this project is satisfactory and in keeping with the statement of work.

Signature of Stanford's Principal Investigator

Date

**ATTACHMENT 6
FFATA Reporting Requirements**

Subrecipient Institution type: Government

- A. Is Subrecipient currently registered in SAM? Yes No
 - a. If yes, SAM expiration date: 12/19/2025

- B. Did the Subrecipient's gross income in the previous tax year, from all sources, exceed \$300,000?
 - a. Yes No If no, FFATA reporting of this Agreement is not required.

- C. The performance site is the same as the address of the Authorized Official or PI/Project Director
 - a. If another performance site is used, please complete section below.

<u>Place of Performance</u>
Name:
Address:
City, State, Zip+4:
Telephone:
Fax:
Email:
Congressional District:

- D. The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received:
 - a. 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 - c. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

- E. Is Subrecipient exempt from reporting compensation?
 - a. Yes No If no, please complete section below.

Officer Name	Compensation

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

STATE OF ILLINOIS; STATE OF
CALIFORNIA; STATE OF COLORADO;
and STATE OF MINNESOTA,

Plaintiffs,

v.

RUSSELL VOUGHT, *in his official capacity
as Director of the Office of Management &
Budget*; U.S. OFFICE OF MANAGEMENT
AND BUDGET; ROBERT F. KENNEDY
JR., *in his official capacity as Secretary of the
U.S. Department of Health & Human
Services*; U.S. DEPARTMENT OF HEALTH
AND HUMAN SERVICES; JIM O'NEILL,
*in his official capacity as Acting Director of
the U.S. Centers for Disease Control &
Prevention*; U.S. CENTERS FOR DISEASE
CONTROL AND PREVENTION; DONALD
J. TRUMP, *in his official capacity as
President of the United States*; and the
UNITED STATES;

Defendants.

Case No. 1:26-cv-1566

EXHIBIT 3

Declaration of Ned Calonge

I, Ned Calonge, declare as follows, pursuant to 28 U.S.C. § 1746:

1. I am the Chief Medical Officer of the Colorado Department of Public Health and Environment (“CDPHE”), a position I have held since 2023. I have been employed by CDPHE since 2023. I previously held the role of Chief Medical Officer for CDPHE from 2002-2010.

2. In my current role at CDPHE, I am responsible for public health programs leadership, policy direction, and management of the day-to-day operations of the agency.

3. I make this declaration in my official capacity. I am a resident of the state of Colorado, and I am over the age of 18. I am familiar with the information in the statements set forth below either through personal knowledge or in consultation with CDPHE staff.

4. In Colorado, CDPHE is the state’s public health agency and has powers and duties relating to protecting, maintaining, and improving the health of all Coloradans (see, for example, Colorado Revised Statutes, sections 25-1.5-101 and 25-1.5-102). Among other things, CDPHE:

- monitors infectious diseases and responds to outbreaks;
- advances policies and programs to prevent diseases and injuries and improve mental health;
- coordinates emergency preparedness and response activities among the state and local government entities and community organizations involved in responding to public health emergencies.

5. I am providing this declaration to explain some of the immediate adverse impacts CDPHE faces from impending terminations of federal awards to CDPHE by the U.S. Centers for Disease Control and Prevention (“CDC”), of the U.S. Department of Health and Human Services.

6. On February 9, 2025, CDPHE learned from press reports and Colorado's congressional delegation that Congress received notice of the federal administration's plan to terminate numerous CDC grants to Colorado state agencies, instrumentalities, and political subdivisions. Grants to CDPHE on the list of cuts include: (1) Public Health Infrastructure Grant Program (Federal Award Identification Number NE11OE000089), (2) National HIV Behavioral Surveillance (Federal Award Identification Number NU62PS924764), (3) Sexually Transmitted Infections Surveillance Network (SSuN) (Federal Award Identification Number NH25PS005254-02-00), and (4) Prevention and Control for Health Departments (PCHD) (Federal Award Identification Number NH25PS005164). My understanding is that the only reason identified for the impending terminations is that the grants are "inconsistent with agency priorities," with no explanation of why that is the case.

7. CDPHE first learned of the possibility of termination of CDC grants to Colorado in an article from the New York Post published on February 4, 2026. The article reported that the Office of Management and Budget had ordered CDC to terminate at least \$602 million in grants meant for California, Colorado, Illinois, and Minnesota.¹

8. As of the date of this declaration, CDPHE has not received any communication from CDC, written or otherwise, about the impending award terminations.

9. On the morning of February 11, 2026, CDPHE learned that HHS notified Congress of its intent to terminate yet additional public health grants to Colorado, its instrumentalities and political subdivisions, citing the same "agency priorities" justification.

1

<https://nypost.com/2026/02/04/us-news/white-house-instructs-dot-cdc-to-cut-1-5b-in-woke-green-grants-for-dem-states/>

Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant

10. The Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant (“PHIG”) program, authorized by the Public Health Services Act, provides support for core infrastructure improvements to public health agencies, including these agencies’ workforce, foundational capabilities, and data infrastructure. The August 15, 2022, Notice of Funding Opportunity (“NOFO”) for this grant program explained that “[s]tronger infrastructure will serve immediate needs to respond to the ongoing COVID-19 pandemic and other public health outcomes that worsened or stalled during the COVID-19 pandemic.” The NOFO further explained that these “investments will have sustained effects that position these [public health] agencies to better meet the ongoing and future public health needs of the communities and populations they serve.”

11. PHIG is organized into three major components:
- a. Workforce (Component A1), which aims to increase the size and capabilities of the public health workforce by hiring, retaining, supporting and training the public health workforce and by strengthening workforce planning, systems, processes and policies. Funding for this component is a non-competitive, five year award (meaning, funds are awarded at the beginning of the period of performance for the full five-year period).
 - b. Foundational Capabilities (Component A2), which aims to strengthen recipients’ overall systems, processes, and policies to ensure a strong core infrastructure necessary to support essential public health services. Funding for this component is a non-competitive annual award, meaning funds are awarded in annual installments over the five-year performance period.

- c. Data Modernization (Component A3), which supports public health agencies to develop a more modern and efficient data environment, increase the interoperability of data systems, and increase recipients' ability to use public health data to identify and address issues of public health concern. Funding for this component is a combination of non-competitive five-year awards and a competitive annual award.

12. CDPHE applied for and has been awarded funds for all three PHIG Components, A1, A2 and A3. Approximately \$55 million in total was awarded to CDPHE for PHIG between 2022 – 2027:

- a. Award number 1 NE11O3000089-01-00, dated November 29, 2022, awarding \$34,783,995.00 (for Components A1, A2, and A3);
- b. Award number 6 NE11OE000089-01-03, dated May 25, 2023, awarding \$7,891,174.00 (for Component A3);
- c. Award number 5 NE11OE000089-02-00, dated November 13, 2023, awarding \$2,668,429.00 (for Component A2);
- d. Award number 6 NE11OE000089-02-01, dated January 9, 2024, awarding \$1,234,269.00 (for Component A3);
- e. Award number 6 NE11OE000089-01-05, dated February 26, 2024, awarding \$7,264,804.08 (for Component A3);
- f. Award number 6 NE11OE000089-02-04, dated March 20, 2024, awarding \$7,264,804.08 (for Component A3);
- g. Award number 6 NE11OE000089-02-07, dated September 12, 2024, awarding \$3,069,430.00 (for Component A3);

- h. Award number 5 NE11OE000089-03-00, dated November 24, 2024, awarding \$2,668,429.00 (for Component A2); and
- i. Award number 5 NE11OE000089-04-00, dated December 2, 2025, awarding \$2,668,429 (for Component A2).

13. On November 13, 2025, CDPHE received a Notice of Award from CDC that did not obligate any additional federal funds for PHIG but stated that its purpose “is to incorporate updated terms and conditions.”

14. The period for performance for CDPHE’s PHIG awards is December 1, 2022 – November 30, 2027. All of the PHIG Notices of Award CDPHE received stated that CDPHE may carry over unobligated funds to a “subsequent budget period.”

15. CDPHE anticipates receiving its next and final annual installments of its Component A2 funding in late 2026 (for budget period December 1, 2026 – November 30, 2027). The final installment of the A2 funding is estimated to be \$2,668,429, which is flat funding from years 2-4 in component A2. No additional funding was provided for Component A3 after year 2 of the PHIG grant; thus, Colorado does not anticipate additional funding for that component.

16. As of the date of this declaration, the approximate total PHIG remaining unpaid encumbrances and available funds for activities and items approved by the CDC is in excess of \$22 million.

17. To date, CDC has never provided CDPHE with notice, written or otherwise, that CDPHE’s administration of the PHIG grant was in any way unsatisfactory or inconsistent with substantive program requirements.

STD Prevention and Control for Health Departments (PCHD)

18. Colorado uses these critical funds to monitor sexually transmitted infection (STI) cases and trends, provide on-the ground STI prevention support, promote testing and treatment best practices and increase STI prevention knowledge.

19. The current period for PCHD is March 1, 2025 through February 28, 2026. CDC has indicated CDPHE will receive its next year of funding before February 28, 2026. Colorado receives 1,357,540.00 a year. This funding supports 12 FTE and provides support to local public health agencies and other community based agencies.

20. Fifty-nine states and jurisdictions receive PCHD funding.

21. Colorado funds were obligated by a Notice of Award on March 13, 2025 and August 7, 2025. As of the date of this declaration, the unobligated balance is \$495,065.

22. To date, CDC has never provided CDPHE with notice, written or otherwise, that CDPHE's administration of the PCHD grant was in any way unsatisfactory or inconsistent with substantive program requirements.

National HIV Behavioral Survey (NHBS)

23. National HIV Behavioral Surveillance (NHBS) is a comprehensive system for bio-behavioral surveillance conducted since 2003 in populations disproportionately affected by HIV. NHBS collects data on behavioral risk factors for HIV (e.g., sexual behaviors, drug use), HIV testing behaviors, receipt of prevention services, and use of prevention strategies (e.g., condoms, PrEP). All NHBS participants are offered an HIV test.

24. The current period of performance for NHBS is January 1, 2026 through December 31, 2026. CDPHE received \$550,000, of which \$518,000 goes to the Denver Health and Hospital Authority.

25. Colorado funds were obligated by a Notice of Award received on January 9, 2026, roughly four weeks ago. Funds have been contractually obligated to Denver Health and Hospital Authority.

26. To date, CDC has never provided CDPHE with notice, written or otherwise, that CDPHE's administration of the NHBS grant was in any way unsatisfactory or inconsistent with substantive program requirements.

Sexually Transmitted Infections (STI) Surveillance Network (SSuN).

27. Colorado is funded for SSuN to ensure comprehensive surveillance for all reported gonorrhea cases and enhanced sentinel surveillance of STIs in clinical settings.

28. CDPHE received its Notice of award on September 26, 2025, and the SSuN performance period is September 30, 2025 through September 29, 2029. The funded amount is \$151,430, of which \$143,061 is contracted to Denver Health and Hospital Authority.

29. To date, CDC has never provided CDPHE with notice, written or otherwise, that CDPHE's administration of the SSuN grant was in any way unsatisfactory or inconsistent with substantive program requirements.

Impact of Grant Terminations

30. If CDC terminates CDPHE's PHIG, PCHD, NHBS, and SSuN grants, CDPHE will lose over \$22 million in funds already awarded along with future funds anticipated. Lost future funding totals exceed \$4 million dollars.

31. However, this is not a story just about dollars. The abrupt termination of these awards will directly and immediately impact the work of multiple programs within CDPHE, as well as the work of local health agencies and community partners who receive funds from these

awards through CDPHE and perform the critical work of operationalizing the grants as envisioned by the Public Health Services Act.

32. These four grants fund approximately 60 FTEs currently on payroll at CDPHE, including approximately 48 FTEs funded by PHIG. Due to Colorado state personnel rules, CDPHE must provide employees with 55 days' notice before layoff or separation. During this 55 day period, these employees must be paid for their continuing employment. If PHIG, PCHD, NHBS, and SSuN funds are terminated, CDPHE will be faced with issuing layoff notices to staff as alternative funding will not be available to fund the vast majority of positions impacted. Layoffs or separations from the termination of these awards will impact highly skilled and trained public health workers. Even if funding is later restored, there is a real risk that CDPHE will not be able to hire back all the staff who are laid off or separated, many of whom have subject matter expertise of a type that would be difficult to replace.

33. The CDPHE staff whose positions are funded by PHIG, and thus threatened by the impending terminations, serve a variety of important functions across multiple divisions of the agency, including:

- a. Coordinating with and supporting local public health and Tribal public health agencies;
- b. Coordinating health outreach and communications to rural Colorado communities;
- c. Responding to public health emergencies, including through emergency preparedness training and planning;
- d. Modernizing CDPHE's public health data infrastructure, including Colorado's electronic disease surveillance system; Colorado's secure, centralized

immunization information system; and the Laboratory Information Management System for CDPHE's Public Health Laboratory. These systems are critical to CDPHE's ability to detect and monitor health threats, respond to disease outbreaks, and make timely decisions for handling public health emergencies.

34. CDPHE also distributes PHIG funding to 53 local public health agencies (LPHAs), 2 Tribal partners, as well as multiple government and academic partners in Colorado. PHIG funds support these organizations in a variety of areas, including data management, community health assessment and planning, organizational performance management, and strategic planning. PHIG funds provide at least partial support for approximately 160-199 LPHA positions. Loss of PHIG funds will have a disproportionate impact on small, rural health departments.

35. Overall, the loss of PHIG funding will significantly degrade Colorado's public health infrastructure and capabilities. This includes harming Colorado's ability to respond quickly to imminent health needs; hurting programs such as diabetes care for low income residents who would not be able to access care otherwise; eliminating resources to rural Colorado residents who do not have access to nearby care; impairing vaccine preventable response efforts; and removing funding necessary to modernize technology infrastructure in order to detect, track, and respond to public health emergencies.

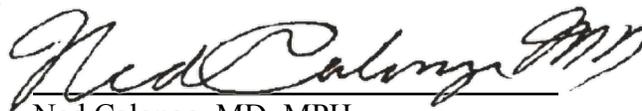
36. The CDPHE staff whose positions are supported by NHBS, SSuN and PCHD, and thus threatened by the impending terminations, serve a variety of important functions for CDPHE in the area of STI and HIV Prevention , including:

- a. Through focused STI surveillance and prevention, CDPHE has been successful in reducing the rates of gonorrhea and chlamydia.
- b. Developed a robust cross department effort to curb the rising rates of syphilis, reducing the trends of increases in congenital syphilis for the first time since 2022. CDPHE has also reduced cases of early syphilis significantly.
- c. Analyzing and reporting on county-level STI rates and partnering with local public health agencies to curb rates of syphilis
- d. Consistent use of HIV surveillance data through NHBS to ensure CDPHE are responding to communities who are most at-risk for HIV

37. In short, termination of CDPHE's awards would have immediate adverse impacts on Colorado's skilled public health workforce and the critical services they provide – impacts that cannot simply be undone if these awards are terminated and then later restored.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on February 11, 2026.



Ned Calonge, MD, MPH
Chief Medical Officer
Colorado Department of Public Health
and Environment

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

STATE OF ILLINOIS; STATE OF
CALIFORNIA; STATE OF COLORADO;
and STATE OF MINNESOTA,

Plaintiffs,

v.

RUSSELL VOUGHT, *in his official capacity
as Director of the Office of Management &
Budget*; U.S. OFFICE OF MANAGEMENT
AND BUDGET; ROBERT F. KENNEDY
JR., *in his official capacity as Secretary of the
U.S. Department of Health & Human
Services*; U.S. DEPARTMENT OF HEALTH
AND HUMAN SERVICES; JIM O'NEILL,
*in his official capacity as Acting Director of
the U.S. Centers for Disease Control &
Prevention*; U.S. CENTERS FOR DISEASE
CONTROL AND PREVENTION; DONALD
J. TRUMP, *in his official capacity as
President of the United States*; and the
UNITED STATES;

Defendants.

Case No. 1:26-cv-1566

EXHIBIT 4

Declaration of Ashley Thoele

DECLARATION OF ASHLEY THOELE

I, Ashley Thoele, declare under penalty of perjury pursuant to 28 U.S.C. § 1746, as follows:

1. I am a resident of the State of Illinois. I am over the age of 18 and have personal knowledge of all the facts stated herein, except to those matters stated upon information and belief; as to those matters, I believe them to be true. If called as a witness, I could and would testify competently to the matters set forth below.

2. I am currently employed by the Illinois Department of Public Health (IDPH) as Chief Operating Officer since October 16, 2024. I also functioned as Division Chief of Emergency Medical Services and Highway Safety from January 16, 2020 until September 15, 2021, and January 23, 2022 until May 15, 2022; Interim Deputy Director, Office of Preparedness and Response from September 16, 2021 until January 23, 2022, and May 16, 2022 until October 15, 2024.

3. My educational background includes the following: Master of Science in Nursing (MSN), Executive Leadership from Benedictine university, Lisle, IL in May of 2020; Master of Business Administration (MBA), Healthcare Administration from Benedictine University, Lisle, IL in August of 2016; Bachelor of Science in Nursing (BSN) from MacMurray College, Jacksonville, IL in May of 2008; and Bachelor of Sciences (BS), Biology from Illinois State University, Normal, IL in May of 2002.

4. In my current role at IDPH, I am responsible for agencywide leadership, policy direction, and management of the day-to-day operations of the agency. As the Chief Operating Officer (COO) of the Illinois Department of Public Health I am responsible for overseeing the daily operations related to programs, grants, personnel, and budgeting. This includes managing

and overseeing public health programs and ensuring compliance with federal and state grant requirements, supervising workforce operations and implementing human resource related policies, developing and monitoring multi-million-dollar budgets to ensure fiscal accountability. I also provide strategic leadership, coordinate with stakeholders, implementation of modernization initiatives and ensure effective resource allocation while maintaining operational readiness for emergencies and promotion of continuous improvement across all programmatic functions of the Department. I work closely with grant programs and staff that implement public health surveillance, disease control, violence prevention activities and workforce planning.

5. In Illinois, IDPH is the state's public health agency and has powers and duties relating to protecting, maintaining, and improving the health of all Illinois, (see, for example, Illinois Statute, 20 Ill. Comp. Stat. Ann. 2305/2). Among other things, IDPH is an advocate for and partner with the people of Illinois to promote health equity and access, prevent and protect against disease and injury, and prepare for public health emergencies.

6. On or about February 9, 2026, IDPH learned that the Senate Appropriations Committee received notice of the federal administration's plan to terminate at least five federal awards to IDPH by the U.S. Centers for Disease Control and Prevention (CDC), of the U.S. Department of Health and Human Services (HHS) to the State of Illinois and its municipalities. Illinois stands to abruptly lose over \$68,044,838.67 USD in just awarded IDPH funds. My understanding is that this funding notification follows a directive from the Office of Management and Budget ("OMB") commanding other agencies (of which CDC is the first) to punish States disfavored by this administration, like Illinois, by stripping them of critical funding. I also understand that the only reason given by the CDC for its implementation of this OMB directive through grant terminations is that the grants are "inconsistent with agency priorities," with no

explanation of why that is the case. Below include five IDPH grants that CDC plans to terminate in Illinois:

- Strengthening Illinois's Public Health Administration (SIPA) to IDPH (Federal Award Identification Number NE11OE000090). CDC awarded IDPH the SIPA Grant under the Public Health Infrastructure Grant (PHIG);
- Behavioral Risk Factor Surveillance System to IDPH (Federal Award Identification Number NU58DP007844);
- Injury Prevention and Control Research and State and Community Based Programs Grant to IDPH (Federal Award Identification Number NU17CE010045);
- HIV Medical Monitoring Program Grant to IDPH (Federal Award Identification Number NU62PS924862); and
- HIV Prevention and Surveillance Activities Grant to IDPH (Federal Award Identification Number NU62PS924843).

7. Chicago's Department of Public Health were also awarded at least three grants that that CDC plans to terminate:

- Strengthening U.S. Public Health Infrastructure to Chicago Department of Public Health (Federal Award Identification Number NE11OE000094);
- Support & Scale Up of HIV Prevention to Chicago Department of Public Health (Federal Award Identification Number NH25PS005247); and
- Sexually Transmitted Infection Surveillance Network to Chicago Department of Public Health (Federal Award Identification Number NH25PS005255).

8. IDPH first learned of the possibility of the implementation of OMB's directive and the termination of CDC grants to Illinois in an article from the New York Times published

on February 9, 2026. The article reported that the Trump Administration planned to terminate at least \$600 million in grants meant for California, Colorado, Illinois, and Minnesota.¹ On February 4, 2026, the New York Post reported that the Office of Management and Budget had ordered CDC to terminate millions in grants meant for these four states, including Illinois.²

9. As of the date of this declaration, IDPH has not received any communication from CDC or HHS, written or otherwise, about the OMB directive and CDC's implementation of it through the impending grant terminations.

CDC Awarded Grants to IDPH

10. The **Public Health Infrastructure Block Grant** (PHIG) is a five-year grant allocated in multiple components which are issued on different timelines. IDPH was awarded SIPA, starting December 1, 2022, as a part of CDC's PHIG. (Federal Award Identification Number NE11OE000090). PHIG is a key part of Illinois's efforts to address public health infrastructure, including enhancing the public health infrastructure for disease surveillance, data modernization and analysis, workforce enhancements, including training and education of public health workers, and regulatory compliance.

11. PHIG is organized into three major components:

- Workforce (Component A1), which aims to increase the size and capabilities of the public health workforce by hiring, retaining, supporting and training the public health workforce and by strengthening workforce planning, systems, processes and policies. Funding for

¹ Apoorva Mandavilli, *Trump Administration to Cut \$600 Million in Health Funding From Four States*, N.Y. Times (Feb. 9, 2026), <https://www.nytimes.com/2026/02/09/health/trump-public-health-cuts-california.html>.

² Josh Christenson, *White House Instructs DOT, CDC to Cut \$1.5B in Grants for Dem States, Citing 'Waste and Mismanagement'*, N.Y. Post (Feb. 4, 2026), <https://nypost.com/2026/02/04/us-news/white-house-instructs-dot-cdc-to-cut-1-5b-in-woke-green-grants-for-dem-states>.

this component is a non-competitive, five-year award (meaning, funds are awarded at the beginning of the period of performance for the full five-year period).

- Foundational Capabilities (Component A2), which aims to strengthen recipients' overall systems, processes, and policies to ensure a strong core infrastructure necessary to support essential public health services. Funding for this component is a non-competitive annual award, meaning funds are awarded in annual installments over the five-year performance period.
- Data Modernization (Component A3), which supports public health agencies to develop a more modern and efficient data environment, increase the interoperability of data systems, and increase recipients' ability to use public health data to identify and address issues of public health concern. Funding for this component is a combination of non-competitive five-year awards and a competitive annual award.

12. The timeline for the components of the Public Health Infrastructure Grant is:

- A1 funding was provided in the first year of the grant for a 5-year period (December 1, 2022 - November 30, 2023).
- A2 funding is provided annually starting in year 2 of the grant award for one year with the authority to spend down the funds until the end of the grant period (November 30, 2027). Funding was provided on December 1, 2022, December 1, 2023, and December 1, 2024.
- A3 funds are provided for various data infrastructure initiatives beginning at different years in the grant cycle. The funding is provided annually with the authority to expend funds until the end of the grant term.

13. IDPH applied for and has been awarded funds for all three PHIG Components, A1, A2 and A3. Approximately \$126,671,970.00 in total was awarded to IDPH for PHIG between December 1, 2022 through November 30, 2027.

14. As of the date of this declaration, the approximate total PHIG remaining unspent and available funds for activities and items approved by the CDC for IDPH is \$64,255,989.25 USD.

15. To date, CDC has never provided IDPH with notice, written or otherwise, that IDPH's administration of the PHIG was in any way unsatisfactory. IDPH has fully performed all of its obligations with respect to this grant, including making timely submissions to CDC and complying with the terms and conditions set forth in the notice of grant award.

16. In August 2024, CDC awarded IDPH the **Behavioral Risk Factor Surveillance System Grant** (BRFSS) for the period of August 1, 2024 through July 31, 2029 (Federal Award Identification Number NU58DP007844). The total amount over the full period of the grant would be approximately \$4,315,000.00 USD.

17. As of the date of this declaration, the approximate total BRFSS remaining unspent and available funds for activities and items approved by the CDC for IDPH is \$952,500.00 USD.

18. To date, CDC has never provided IDPH with notice, written or otherwise, that IDPH's administration of the BRFSS was in any way unsatisfactory. IDPH has fully performed all of its obligations with respect to this grant, including making timely submissions to CDC and complying with the terms and conditions set forth in the notice of grant award.

19. In August 2021, CDC awarded IDPH the **Injury Prevention and Control Research and State and Community Based Programs Grant** (Injury Prevention Grant) (Federal Award Identification Number NU17CE010045) for the period of August 1, 2021 through July 31,

2026 (Federal Award Identification Number NU17CE010045). The total amount of the award was \$1,250,000.00 USD.

20. As of the date of this declaration, the approximate total Injury Prevention Grant remaining unspent and available funds for activities and items approved by the CDC for IDPH is \$141,030.24 USD.

21. To date, CDC has never provided IDPH with notice, written or otherwise, that IDPH's administration of the Injury Prevention Grant was in any way unsatisfactory. IDPH has fully performed all of its obligations with respect to this grant, including making timely submissions to CDC and complying with the terms and conditions set forth in the notice of grant award.

22. In September 2025, CDC awarded IDPH the **HIV Medical Monitoring Program Grant** for a period of September 30, 2025 through September 29, 2031 (Federal Award Identification Number NU62PS924862). The total amount over the full period of the grant would be \$4,654,205.00.

23. As of the date of this declaration, the approximate total HIV Prevention Grant remaining unspent and available funds for activities and items approved by the CDC for IDPH is \$815,223.66 USD.

24. To date, CDC has never provided IDPH with notice, written or otherwise, that IDPH's administration of the HIV Medical Monitoring Program was in any way unsatisfactory. IDPH has fully performed all of its obligations with respect to this grant, including making timely submissions to CDC and complying with the terms and conditions set forth in the notice of grant award.

25. In August 2024, CDC awarded IDPH the **HIV Prevention and Surveillance Activities Grant** (HIV Prevention Grant) for a period of August 1, 2024 through May 31, 2029. (Federal Award Identification Number NU62PS924843) The total amount over the full period of the grant would be \$22,696,338.00 USD.

26. As of the date of this declaration, the approximate total HIV Prevention Grant remaining unspent and available funds for activities and items approved by the CDC for IDPH is \$1,880,095.52 USD.

27. To date, CDC has never provided IDPH with notice, written or otherwise, that IDPH's administration of the HIV Prevention Grant was in any way unsatisfactory. IDPH has fully performed all of its obligations with respect to this grant, including making timely submissions to CDC and complying with the terms and conditions set forth in the notice of grant award.

Irreparable Injury to Illinois from Federal Agency Action

28. IDPH relied and acted upon its expectation and understanding that CDC would fulfill its commitment to provide funding it had awarded to IDPH. The lack of any prior notice and the sudden planned termination of the funding has caused IDPH hardship in the administration of the programs supported by that funding. For example, IDPH does not know whether it can fulfill its outstanding obligations to providers who performed work in the programs funded by this grant.

29. If the CDC terminates IDPH grants identified above, Illinois will lose over \$68,044,838.67 million in funds already awarded, along with future funds anticipated covering the whole grant periods, estimated to total of approximately \$95,140,394.67 USD.

30. Termination of PHIG alone would result in the immediate and severe disruption of Illinois's public health capacity.

31. At least ninety-nine (99) IDPH positions (78 full-time and 21 contractual) would be reduced or eliminated. This includes individual essential staff members supporting data modernization, public health and healthcare system preparedness and response, fiscal monitoring, workforce development, public health daily and crisis communications, regulation and provision of statewide emergency medical services, community initiatives in medically underserved areas, and public health surveillance laboratory testing, lead surveillance and case management and environmental health monitoring. This drastically reduces IDPH's capacity to perform core public health functions including disease surveillance, data analysis, workforce management, and regulatory compliance.

32. IDPH would be forced to cancel fifty-five (55) contracts that support strategic planning, data modernization, emergency preparedness, workforce training, and community engagement—halting multi-year initiatives that are foundational to a modernized public health system.

33. Six hundred and seventy-four (674) local health department positions across ninety-six (96) agencies would lose support from the Local Health Department Workforce Development Grants, critically undermining the frontline workforce that delivers essential services to communities statewide. These critical positions have been utilized to fill long-standing workforce gaps and assist in stabilization to strengthen core infrastructure of local public health. These critical public health positions include public health professionals providing health education and assessments for vaccinations, screening and education for sexually transmitted diseases, provision of environmental health and food safety inspections, disease surveillance coordination, disease epidemiology, health promotion, public health data analysis, and public health emergency response coordination to ensure preparedness for emerging public health threats. The loss of these

critical public health professionals will result in slower identification of outbreaks, environmental hazards due to reduced inspections of restaurants, water systems, and private sewage, and reacting to emerging public health threats. This also will increase the rate of preventable diseases due to missed vaccinations, screenings and early intervention which will worsen chronic disease outcomes leading to higher healthcare costs due to preventable illness and more expensive emergency response instead of prevention.

34. Twenty-five (25) communities would lose Lead Poisoning Prevention programs, removing critical protections for children at highest risk of lead exposure and its irreversible developmental consequences.

35. CDC's planned termination of PHIG would reverse years of infrastructure progress, dismantling the workforce pipelines, data systems, strategic plans, and community partnerships that Illinois has invested in building. Cancellation of the PHIG essentially removes key personnel who work at the local and state levels to do essential public health protection activities, including core functions for disease surveillance and response, responding to emergent public health threats, and maintain the continuity of essential services both internally and externally. Once lost, these capabilities and the individuals who serve in these critical public health positions cannot be quickly or easily replaced; nor can any public health systems be rebuilt. After the COVID-19 pandemic, public health as a whole saw massive attrition rates due to heavy workloads, insufficient salaries, and other factors. In a post-pandemic era, the public health workforce cannot afford to be destabilized. Illinois would also lose the institutional knowledge of hundreds of trained public health professionals and interrupt long-term strategic initiatives, abandoning communities. Public health is especially crucial for those residents who live in isolated, underdeveloped, medically

underserved or rural communities. These communities depend on local health departments as their primary connection to public health services.

36. The workforce and systems that PHIG has built represent a generational investment in the health and safety of more than 12 million Illinois residents—an investment that state and local funding sources alone cannot replace.

37. As another example, one of the grants slated for termination BRFSS Grant funds the collection of basic survey data about Illinoisans' health, including health behaviors, demographics, chronic disease, screening, and health care access—which is used by stakeholders to make data-driven decisions about allocation of public health resources, and which CDC itself uses for its national Behavioral Research dataset.

38. The Injury Prevention Grant, which is also at risk under the OMB directive and the CDC's proposed grant terminations funds the collection and publication of Illinois injury data, which Illinois and local health departments need to track trends in preventable injuries and accurately target prevention efforts.

39. Another targeted grant, the HIV Prevention Grant, funds Illinois' implementation of the CDC's own Medical Monitoring Project for patients living with HIV, which gathers data that the State needs to evaluate the effectiveness of HIV care programs, and to focus interventions on the populations most at risk.

40. The HIV Medical Monitoring Program is a data-focused grant slated to be cut and funds Illinois' HIV surveillance system; without that system, Illinois would have no reliable way of tracking the spread of HIV within the State, and the State's capacity to detect and respond to HIV outbreaks would collapse.

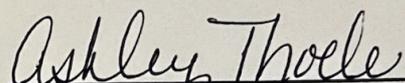
41. In summary, implementation of the OMB directive and the CDC funding terminations will cause severe and irrevocable harm to Illinois. The termination of Illinois’s PHIG awards would have immediate adverse impacts on our skilled public health workforce and the critical services they provide—impacts that cannot simply be undone if these awards are terminated and then later restored.

42. On the morning of February 11, 2026, IDPH learned that CDC notified Congress of its intent to terminate at least four additional public health grants to Illinois, citing the same “agency priorities” justification.

* * *

I declare under penalty of perjury under the laws of the United States that, to the best of my knowledge, the foregoing is true and correct.

Executed on February 11, 2026, in Springfield, Illinois.



Ashley Thoele
Chief Operating Officer
Illinois Department of Public Health

I, Wendy Underwood, declare as follows:

1. I am the Deputy Commissioner of the Minnesota Department of Health (“MDH”), a position I have held since 2024. I have been employed by MDH since 2024.

2. In my current role at MDH, I am responsible for agencywide leadership, policy direction, and management of the day-to-day operations of the agency.

3. I make this declaration in my official capacity. I am a resident of the state of Minnesota, and I am over the age of 18. I am familiar with the information in the statements set forth below either through personal knowledge or in consultation with MDH staff.

4. In Minnesota, MDH is the state’s public health agency and has powers and duties relating to protecting, maintaining, and improving the health of all Minnesotans (see, for example, Minnesota Statutes, section 144.05, subdivision 1). Among other things, MDH:

- monitors infectious diseases and responds to outbreaks;
- advances policies and programs to prevent diseases and injuries and improve mental health; and
- coordinates emergency preparedness and response activities among the state and local government entities and community organizations involved in responding to public health emergencies.

4. I am providing this declaration to explain some of the immediate adverse impacts MDH faces from impending terminations of two federal awards to MDH by the U.S. Centers for Disease Control and Prevention (“CDC”), of the U.S. Department of Health and Human Services.

5. On February 9, 2025, MDH learned from the offices of Minnesota Senators Amy Klobuchar and Tina Smith that the Senate Appropriations Committee received notice of the federal administration’s plan to terminate, in three business days, two CDC grants to MDH: (1)

Public Health Infrastructure Grant Program (Federal Award Identification Number NE11OE000048), and (2) Core State Injury Prevention Program (Federal Award Identification Number NU17CE010056). My understanding is that the only reason identified for the impending terminations is that the grants are “inconsistent with agency priorities,” with no explanation of why that is the case.

6. MDH first learned of the possibility of termination of CDC grants to Minnesota in an article from the New York Post published on February 4, 2026. The article reported that the Office of Management and Budget had ordered CDC to terminate at least \$602 million in grants meant for California, Colorado, Illinois, and Minnesota.¹

7. As of the date of this declaration, MDH has not received any communication from CDC, written or otherwise, about the impending award terminations.

8. Descriptions of each award that CDC has indicated it will terminate and the impacts of their terminations follow.

Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant

9. The Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Grant (“PHIG”) program provides support for core infrastructure improvements to public health agencies, including these agencies’ workforce, foundational capabilities, and data infrastructure. The August 15, 2022, Notice of Funding Opportunity (“NOFO”) for this grant program explained that “[s]tronger infrastructure will serve immediate needs to respond to the ongoing COVID-19 pandemic and other public health outcomes that worsened or stalled during the COVID-19 pandemic.” The NOFO further explained that these “investments will have

¹ <https://nypost.com/2026/02/04/us-news/white-house-instructs-dot-cdc-to-cut-1-5b-in-woke-green-grants-for-dem-states/>

sustained effects that position these [public health] agencies to better meet the ongoing and future public health needs of the communities and populations they serve.”

10. PHIG consists of two main funding components aimed at strengthening the United States public health system: (1) Component A, which provides direct funding to health departments for workforce foundational capabilities and data modernization; and (2) Component B, which supports national partners to provide training and technical assistance to health departments. Component A is organized into three foundational pillars:

- a. Workforce (Component A1), which, through hiring, retention, support, and training, aims to increase the size and capabilities of the public health workforce. Component A1 also aims to strengthen workforce planning, systems, processes and policies. Funding for this component is a non-competitive, five-year award, which means funds are awarded at the beginning of the period of performance for the full five-year period.
- b. Foundational Capabilities (Component A2), which aims to strengthen recipients’ overall systems, processes, and policies to ensure a strong core infrastructure necessary to support essential public health services. Funding for this component is a non-competitive annual award, meaning funds are awarded in annual installments over the five-year performance period.
- c. Data Modernization (Component A3), which supports public health agencies to develop a more modern and efficient data environment, increase the interoperability of data systems, and increase recipients’ ability to use public health data to identify and address issues of public health concern. Funding

for this component is a combination of non-competitive five-year awards and a competitive annual award.

11. MDH applied for and has been awarded funds for all three PHIG Components, A1, A2 and A3. Approximately \$60 million in total was awarded to MDH for PHIG between 2022 – 2024.

12. MDH was awarded an additional \$3,231,820.00 (for Component A2) by a Notice of Award dated December 2, 2025.

13. The period for performance for MDH’s PHIG awards is December 1, 2022 – November 30, 2027. All of the PHIG Notices of Award MDH received state that MDH may carry over unobligated funds to a “subsequent budget period.”

14. MDH anticipates receiving its next and final annual installments of its Component A2 and A3 funding in late 2026 (for budget period December 1, 2026 – November 30, 2027). The final installment of the A2 funding is estimated to be \$3,231,820. The final installment of the A3 funding is estimated to be \$613,566.

15. As of the date of this declaration, the approximate total PHIG remaining unpaid encumbrances and available funds for activities and items approved by the CDC is approximately \$38 million.

16. To date, CDC has never provided MDH with notice, written or otherwise, that MDH’s administration of the PHIG funds or program was in any way unsatisfactory.

Core State Injury Prevention Program

17. The Core State Injury Prevention Program (“SIPP”) supports public health infrastructure, data, and partnerships to identify and respond to existing and emerging injury threats with data-driven public health actions. This includes engaging in robust state-based data

and surveillance, strengthening strategic collaborations and partnerships, and conducting assessment and evaluation. The overall goal of this approach is to inform public health action for prevention of adverse childhood experiences (“ACEs,” which are stressful events in a child’s life that can potentially impact their health and well-being, such as abuse, neglect, financial hardship, or witnessing violence), transportation related injury, and traumatic brain injury (“TBI”).

18. The current period of performance for SIPP is August 1, 2021 – July 31, 2026. MDH has received \$400,000 in funding for SIPP each year of this performance period.

19. MDH’s current funds were obligated by a Notice of Award dated July 30, 2025. An administrative amendment was issued on August 1, 2025, to correct an error in the July 30 Notice of Award.

20. As of the date of this declaration, the approximate total SIPP remaining unpaid encumbrances and available funds for activities and items approved by the CDC is approximately \$160,000. Additionally, MDH has SIPP funds carried over from prior budget years, in the amount of approximately \$90,000. Accordingly, MDH will lose access to approximately \$250,000 in funds if SIPP is terminated.

21. To date, CDC has never provided MDH with notice, written or otherwise, that MDH’s administration of the SIPP grant was in any way unsatisfactory.

Impact of Grant Terminations

22. If CDC terminates MDH’s PHIG grants, MDH will lose over \$38 million in PHIG funds already awarded along with future funds anticipated for PHIG, estimated at approximately \$3.8 million. Termination of the SIPP grant will result in the loss to MDH of approximately \$250,000 in funding.

23. However, this is not a story just about dollars. The abrupt termination of these awards will directly and immediately impact the work of multiple programs within MDH as well as the work of local health agencies (referred to as Community Health Boards) and community partners who receive funds from these awards through MDH.

24. PHIG dollars fully or partially fund positions for approximately 57 MDH employees (equating to approximately 50 full-time equivalents or “FTEs”). SIPP partially funds positions for approximately nine MDH employees (equating to approximately 2.8 FTEs). Due to MDH’s collective-bargaining agreements, MDH must provide employees with 21 days’ notice before layoff or separation. If PHIG and SIPP funds are terminated, MDH will be faced with issuing layoff notices to staff if alternative funding is not quickly identified, and it is not clear that alternative funding is available for all positions. Layoffs or separations from the termination of these awards will impact highly skilled and trained public health workers. Even if funding is later restored, there is a real risk that MDH will not be able to hire back all the staff who are laid off or separated, many of whom have subject matter expertise of a type that would be difficult to replace.

25. The MDH staff whose positions are funded by PHIG, and thus threatened by the impending terminations, serve a variety of important functions across multiple divisions of the agency, including:

- a. Improving coordination with and support for local public health and Tribal public health agencies in a variety of areas, including data management, community health assessment and planning, organizational performance management, and strategic planning;

- b. Supporting more effective health outreach and communications to rural Minnesota communities;
- c. Improving MDH's capacity to respond to public health emergencies through increased emergency preparedness training and planning; and
- d. Modernizing MDH's public health data infrastructure, including Minnesota's electronic disease surveillance system; Minnesota's secure, centralized immunization information system; and the Laboratory Information Management System for MDH's Infectious Disease Laboratory. These systems are critical to MDH's ability to detect and monitor health threats, respond to disease outbreaks, and make timely decisions for handling public health emergencies.

26. MDH also currently distributes PHIG funding to 45 Community Health Boards as well as nine Tribes in Minnesota. PHIG funds provide at least partial support for approximately 200 Community Health Board positions. Accordingly, if PHIG funds are terminated, Community Health Boards will have to find alternative sources of funding, if they are able, to retain PHIG-funded staff. Many smaller or rural Community Health Boards already face local barriers and limitations to hiring, and thus may be disproportionately impacted by loss of PHIG funds. Community Health Board positions across the state supported by PHIG funds include positions that are involved in direct delivery of services to Minnesotans, such as Public Health Nurses and Community Health Workers, as well as positions that are important for building connections in the communities they serve and supporting core public health functions, such as communications staff, Public Health Planners, and Disease Prevention and Control staff. PHIG

funds also support training and skill development opportunities for Community Health Board staff that would not otherwise be available.

27. Tribes are using PHIG funds to support public health staff positions, hiring, retention, and training efforts in rural areas that have ongoing staffing challenges, as well as to modernize public health infrastructure and capacity to address community needs. These efforts include strengthening workforce capacity by hiring key staff such as Home Health and Public Health Nurses, supporting staff recruitment, and retention efforts, providing key training to staff for more effective and enhanced care and public health services, such as Care Coordination and Clinical Integration, strengthening key community-specific aspects of public health infrastructure within Tribal governments, such as Emergency Medical Services, and expanding capacity to provide streamlined and coordinated care to community members. The Tribes with PHIG funding already face barriers hiring and maintaining staff, as well as barriers and limited funding to strengthen the public health workforce and infrastructure needed to uphold their Tribal Public Health Authority and deliver essential services.

28. The MDH staff whose positions are supported by SIPP, and thus threatened by the impending terminations, serve a variety of important functions for MDH in the area of injury prevention, including:

- a. Developing an ACEs data dashboard and promoting its use to Minnesota school districts to inform programs and policies that better support children impacted by ACEs;
- b. Developing and maintaining a dashboard providing data about hospital-treated injuries due to motor vehicle crashes and promoting its use by traffic safety

partners, such as the Minnesota Department of Public Safety and Department of Transportation, to inform traffic safety prevention activities;

- c. Analyzing and reporting on county-level alcohol outlet density, which is a risk factor for excessive alcohol use, to inform liquor licensing and zoning decisions; and
- d. Developing a TBI data dashboard providing data about hospital-treated TBI in Minnesota and supporting TBI resource facilitation referrals, enrollment, and participation to better support Minnesotans impacted by TBI and their caregivers.

29. In short, termination of MDH’s PHIG and SIPP awards would have immediate adverse impacts on Minnesota’s skilled public health workforce and the critical services they provide – impacts that cannot simply be undone if these awards are terminated and then later restored.

30. On the morning of February 11, 2026, MDH learned that HHS notified Congress of its intent to terminate three additional grants to Minnesota, citing the same “agency priorities” justification.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on February 11, 2026 in St. Paul, Minnesota

Wendy
Underwood

Digitally signed by Wendy
Underwood
Date: 2026.02.11 12:38:34
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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

STATE OF ILLINOIS; STATE OF
CALIFORNIA; STATE OF COLORADO;
and STATE OF MINNESOTA,

Plaintiffs,

v.

RUSSELL VOUGHT, *in his official capacity
as Director of the Office of Management &
Budget*; U.S. OFFICE OF MANAGEMENT
AND BUDGET; ROBERT F. KENNEDY
JR., *in his official capacity as Secretary of the
U.S. Department of Health & Human
Services*; U.S. DEPARTMENT OF HEALTH
AND HUMAN SERVICES; JIM O'NEILL,
*in his official capacity as Acting Director of
the U.S. Centers for Disease Control &
Prevention*; U.S. CENTERS FOR DISEASE
CONTROL AND PREVENTION; DONALD
J. TRUMP, *in his official capacity as
President of the United States*; and the
UNITED STATES;

Defendants.

Case No. 1:26-cv-1566

EXHIBIT 6

Declaration of Barbara Ferrer

1 I, Dr. Barbara Ferrer, declare as follows:

2 1. I am the Director of the Los Angeles County Department of Public Health (“DPH”).
3 DPH protects health, prevents disease, and promotes the well-being of all of Los
4 Angeles County’s more than 10 million residents. In this role, I oversee a budget of \$1.9 billion
5 and direct a workforce of 4,500 public health practitioners. I have over 30 years professional
6 experience as a philanthropic strategist, public health director, educational leader, and community
7 advocate. Prior to joining DPH in 2017 as Director, I served as the Executive Director of the
8 Boston Public Health Commission. The facts stated herein are of my own personal knowledge,
9 and I could and would competently testify to them.

10 2. I submit this declaration in support of Plaintiffs’ motion for a temporary restraining
11 order.

12 **Background on DPH**

13 3. Los Angeles County is the most populous county in the nation and is one of the
14 country’s most diverse local public health jurisdictions. DPH is the leading public health
15 authority in Los Angeles County and, in this role, works very closely with all communities to
16 promote population health and disease prevention by marshaling a network of public health
17 professionals, Community Based Organizations, health care providers, and other partners. In
18 addition, DPH provides critically needed, directly operated services including immunizations and
19 testing services through its network of fourteen community health clinics. These clinics provide
20 both care management services and other support to children with special healthcare needs and
21 their families, provide substance abuse treatment and prevention programs, and connect children
22 and families to needed programs and benefits provided by other agencies. DPH directly serves
23 hundreds of thousands of Los Angeles County residents each year through its various programs
24 and services.

25 4. DPH works closely with all communities to promote population health and respond to
26 public health emergencies. DPH directly serves hundreds of thousands of Los Angeles County
27 residents each year through its various programs and services. Los Angeles County is home to
28 nearly 100 acute care hospitals, 74 emergency departments, 200 dialysis units, and over 300

1 skilled nursing facilities. These services are essential because having a large, highly mobile, and
2 complex location and population makes Los Angeles County especially prone to emerging
3 infectious diseases and outbreaks. It is a major hub for international travel and a port of entry
4 with more than 77 million travelers passing through Los Angeles International Airport annually
5 alone (United States’s fifth busiest airport). With the large inflection of people from varying
6 locations, Los Angeles County is ground zero for the nation’s challenges as they pertain to public
7 health. Los Angeles County’s continued investment in its health care infrastructure has made it a
8 prominent role model in the detection and control of many communicable diseases and has
9 benefited the nation as a whole, by helping prevent the spread of disease.

10 5. With Los Angeles County to play a pivotal role for the country in hosting worldwide
11 sporting events for the World Cup this summer, the Super Bowl in 2027, and the Olympics in
12 2028, DPH depends on continued funding more than ever.

13 **DPH’s Funding through the Public Health Infrastructure Grant and HIV**
14 **Surveillance Funding Opportunity**

15 6. To provide that infrastructure, DPH has relied on grant funding, including grants from
16 the Department of Health and Human Services (“HHS”) and the Centers for Disease Control and
17 Prevention (“CDC”). Two such sources of grant funding include the CDC Public Health
18 Infrastructure Grant (PHIG) and the National HIV Behavioral Surveillance Grant (NHBS).

19
20 *A. PHIG Funding*

21 7. The CDC PHIG funding is DPH’s primary source of federal public health
22 infrastructure funding. DPH is one of one hundred and seven health departments and three
23 national public health partners that receive this funding.

24 8. PHIG funding was designed to satisfy three goals: developing a skilled workforce,
25 developing foundational capabilities needed to deliver effective public health services, such as
26 disease surveillance, community partnerships, and emergency preparedness, and investing in
27 modern technologies to improve data collection and analysis for faster and more efficient public
28 health decision-making. DPH continues to effectuate these goals. Funding from this award is

1 used for a variety of purposes including to cover workforce, foundational capabilities, and data
2 modernization activities. DPH invests PHIG funding in necessary infectious disease control,
3 including data information infrastructure which helps control and prevent the spread of
4 tuberculosis; environmental health risk assessments and institutional partnership-building to
5 prevent communicable diseases like hepatitis A, measles, shigella, giardia, dengue, West Nile
6 Virus, Valley fever, typhus, and influenza; sexually transmitted disease screening and treatment
7 services; and chronic disease prevention and control efforts addressing conditions like diabetes,
8 hypertension, obesity, and smoking. This funding is critical for control of diseases presently
9 surging, including the emerging H5 avian flu, respiratory illnesses like RSV and influenza, and
10 the reemerging measles disease.

11 9. DPH receives the PHIG grant award from the CDC under the full name
12 “Transforming Public Health Through a Community Collaborative Model: investing in public
13 health infrastructure, improving efficiency and community partnerships enhance public health
14 workforce to improve health of vulnerable residents”, grant number NE11OE000036. Part of this
15 grant was awarded in 2022, for a five-year period, while the rest of the grant is received in annual
16 awards. Of the total award funding remaining, \$40.7 million is allocated for Budget Period 4
17 (December 2025- November 2026) and \$23.5 million is allocated for Budget Period 5 (December
18 2026- November 2027) of the grant project. If CDC were to terminate funding, DPH would lose
19 more than \$64 million that DPH relies on receiving in the next two years.

20 10. With the funding, DPH supports 109 DPH employee staff members, 36 contracted
21 DPH staff members, provides contract funds for 268 additional staff members with peer
22 Community Based Organizations, and funds 20 contracted Community Based Organizations and
23 community health clinics. The staff member positions would have to be terminated, and
24 community health clinics and Community Based Organizations would have to radically curtail
25 and reduce the direct outreach, health education, and prevention activities with community
26 residents experiencing poor health outcomes.

27
28 *B. NHBS Funding*

HOA.105801535.1

1 11. This award was established to support the monitoring of HIV-related behaviors,
2 detect changes over time in HIV risk behaviors, especially among populations at high-risk for
3 HIV infection, and to inform the development of HIV prevention activities. In particular, this
4 funding was designed to gather data regarding (i) behavioral risk factors that may indicate
5 persons are more at risk for contracting HIV, (2) HIV testing behaviors, (3) receipt of prevention
6 services, and (4) use of prevention strategies. In addition to gathering data, this program provided
7 participants with HIV testing.

8 12. DPH received this award, titled “National HIV Behavioral Surveillance of Los
9 Angeles County”, award number NU62PS924771, in the amount of \$620,000 this year. This grant
10 is at risk of being terminated. DPH has participated in this program since 2003. DPH uses NHBS
11 funding to support 4 DPH staff and to cover the costs associated with such data collection and
12 disease testing. DPH would be unable to continue its nearly 25-year surveillance effort that
13 reaches the populations at highest risk of HIV without this funding.

14 13. DPH has been in constant and complete compliance with the terms of both grants and
15 has met all operational and reporting requirements for the lifetime of the awards. The CDC has
16 never alerted DPH of suspected fraud or mismanagement in its administration of either grant.

17 14. DPH expects to lose more than \$64.5 million in funding over the next two years if
18 funding from these two grants is terminated by Defendant.

19 **Impact of the Termination on DPH and Los Angeles County Residents**

20 15. As a result of this expected termination,¹ the Los Angeles Department of Public
21 Health is at risk of losing \$64.5 million that Los Angeles County relied on until the end of the
22 budgetary period on November 30, 2027, and losing \$41.3 million of that funding this year alone.

23 16. It is impossible for DPH to offset the loss of this grant money.

24 17. Based on my experience overseeing DPH and knowledge of the communities that it
25 serves, I anticipate that implementation of termination will have grave impacts on (i) the health of
26 many of the residents of Los Angeles County and on (ii) the public health infrastructure of the
27 Los Angeles County. All aspects of the Los Angeles County public health system will be

28 ¹ DPH has not yet received official notice⁴ of the termination or rescinding of this award.
HOA.105801535.1

1 impacted as a result of this funding termination: Los Angeles County will have to immediately
2 slash large and critical portions of the services provided, the infrastructure, and the professionals
3 employed as DPH attempts to maintain our vast network on a substantially diminished budget.

4 *A. Irreparable harm to Public Health*

5 18. The result of the expected funding cuts will directly undermine DPH's ability to
6 promote the well-being of all people in Los Angeles County. There are many examples that
7 illustrate the importance of prevention and education efforts. In 2017, DPH was able to control a
8 Hepatitis A outbreak among homeless and people experiencing substance use disorder through
9 cooperation with community stakeholders and the effective provision of health services. If DPH
10 had not been able to offer a full continuum of services, the cost of the epidemic could have easily
11 swelled from \$2 million to more than \$14 million and resulted in dozens of deaths.

12 19. During the first half of 2019, DPH declared an outbreak of measles. There were eight
13 confirmed cases of measles among Los Angeles County residents, and six non-resident measles
14 cases that traveled through Los Angeles County. More than 100 staff members were and
15 continue to be involved in responding to these individual cases and conducting contact
16 investigations. Further, efforts to control the spread of measles among the general population
17 necessitated the issuance of approximately 1,000 quarantine orders to exposed individuals.
18 Vaccinations for diseases like measles are the most cost-effective and best line of defense. Costs
19 for responding to and treating a case of measles can be as high as \$142,000 per case, far more
20 than the cost of vaccinations; indeed, a preliminary estimate of Los Angeles County DPH
21 response costs revealed that it cost approximately \$27,000 per each measles case that transited
22 through the Los Angeles International Airport on the way to other locations in the United States.
23 For vaccines to be effective and protect the general population, public health providers like DPH
24 need to provide adequate infrastructure and effective delivery of services. These emergencies
25 reflect the importance of a well-staffed and well-funded department for public health.

26 20. Public health strategies, like those employed by DPH, can only succeed when they
27 address the needs of entire communities. When public health providers are unable to deliver core
28 services and support, they often lose their patients' trust, and the wellbeing of our communities

1 suffers. Among the negative health-related impacts for our communities are worse health
2 outcomes; increased use of emergency rooms as a method of primary health care; and increased
3 prevalence of communicable and infectious diseases. I am concerned that eliminating these funds
4 will significantly exacerbate health outcomes in Los Angeles County and in the long term, harm
5 the Los Angeles County's ability to respond effectively to future pandemics and similar public
6 health issues. Failure to prepare for future disease outbreaks will create an increased burden and
7 cost on DPH and Los Angeles County.

8 21. The expected termination of this grant funding will force DPH to terminate several
9 programs, including the [Community Public Health Teams](#) initiative that works with 20 contracted
10 community partners and community health clinics that provide direct outreach, health education,
11 and prevention activities with community residents experiencing the greatest health inequities.
12 DPH would also have to curtail efforts to modernize our laboratory, surveillance and
13 immunization data systems. This would erode critical data infrastructure, interoperability, and
14 reliability. This will lead to delays and decreased operational capacity across all DPH functions,
15 and impede our ability to effectively monitor, prevent, and address public health threats.

16 DPH would potentially have to terminate or reassign up to 148.5 DPH personnel
17 and 268 staff members with Community Based Organizations.

18 22. One place where the broad impact of the termination of public health funding is most
19 apparent is the surveillance and control of communicable and infectious diseases. While the
20 incidence of most communicable diseases can often be decreased through early detection and
21 response, curtailing investment into DPH's infrastructure will damage its ability to maintain
22 modern laboratory, surveillance and immunization data systems needed to conduct that early
23 detection and response. Termination of the PHIG and NHBS funding will likely diminish Los
24 Angeles County's swift response to the incidence of future communicable and infectious disease
25 case clusters and outbreaks, which will pose a serious health and safety risk to Los Angeles
26 County residents and persons visiting our jurisdiction. It will also impose significant costs on Los
27 Angeles County taxpayers, as DPH's response to clusters and outbreaks of communicable disease
28 requires a significant outlay of resources and money.

1 23. DPH has experienced considerable challenges in addressing the rising rates of ever-
2 present diseases, such as tuberculosis, as well as new and reemerging outbreaks, such as measles,
3 pertussis, typhus, and West Nile Virus. More recently, DPH has invested significantly in
4 presently surging disease like the emerging H5 avian flu and respiratory illnesses like RSV and
5 influenza. While Los Angeles County has been able to manage outbreaks in the past, our ability
6 to manage future outbreaks will be significantly diminished given the expected loss of funding.

7 24. In sum, I believe that the termination of funding will lead to lasting, severe health
8 impacts for Los Angeles County residents. All Los Angeles County residents will suffer as a
9 result of this decrease in funding: if they are not harmed by Los Angeles County's diminished
10 ability to prepare and manage communicable and infectious diseases, they will be affected by
11 budget cuts that occur in other public health sectors including the handling, sharing, and
12 presentation of public health data and information. DPH's ability to safeguard the health and
13 well-being of our communities will be destroyed and the impact of this will have consequences
14 on other cities and neighboring states that, especially to the extent that this funding termination
15 cripples Los Angeles County's ability to prevent the spread of infectious diseases.

16 *B. Irreparable Harm to the Department of Public Health*

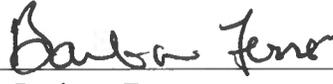
17 25. In addition to all the harm that will occur to the residents of Los Angeles County that
18 use and depend on the health services provided by the Department of Public Health, Los Angeles
19 County employes and contractors will also experience immediate and irreparable harm as a result
20 of the implementation of the expected award termination. As discussed above, the public health
21 infrastructure in Los Angeles County is vast and as a result, expensive. Budget cuts, layoffs, and
22 permanent closure of certain functions will be necessary to respond to the termination.
23 Responding to this funding loss will divert resources from DPH's core mission of serving the
24 residents of Los Angeles County and force DPH to spend hundreds of hours to formulate an
25 appropriate response to compensate for this loss of funds and to undertake the difficult task to
26 determine which of our indispensable services our department will have to stop providing to
27 residents.

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26. All Californians deserve to live in healthy and thriving communities, which is the role of public health. The Los Angeles Department of Public Health remains committed to seeking the resources required to support the critical, lifesaving infrastructure needed to keep people healthy and protect them against infectious disease, vaccine-preventable diseases, and health emergencies.

I declare under penalty of perjury that the foregoing is true and correct and of my own personal knowledge.

Executed on February 11, 2026, in Los Angeles, California.



Dr. Barbara Ferrer
Director
Los Angeles County Department of Public Health