

## **Exhibit A**

# **Declaration of Claudette Fernandez**

**UNITED STATES DISTRICT COURT  
DISTRICT OF RHODE ISLAND**

RHODE ISLAND COALITION AGAINST  
DOMESTIC VIOLENCE, *et al.*,

Plaintiffs,

v.

ROBERT F. KENNEDY, JR., in his official  
capacity as Secretary of the United States  
Department of Health and Human Services, *et  
al.*,

Defendants.

No. 25-cv-000342-MRD-PAS

**DECLARATION OF CLAUDETTE FERNANDEZ IN SUPPORT OF UNITED STATES’  
RESPONSE IN OPPOSITION TO MOTION FOR PRELIMINARY INJUNCTION**

I, Claudette Fernandez, hereby declare as follows:

1. I am employed by the U.S. Department of Housing and Urban Development (“HUD”) as the General Deputy Assistant Secretary (“GDAS”) for the Office of Community Planning and Development (“CPD”). I have served in this capacity for almost three years. CPD seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate-income people. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including for-profit and nonprofit organizations. Within CPD is the Continuum of Care (“CoC”), Community Development Block Grant (“CDBG”), Emergency Solutions Grant (“ESG”), and HOME Investment Partnerships (“HOME”) programs (together, “Programs”).

2. My responsibilities and duties include nationally overseeing these programs and guiding leaders who manage the workforce who administer grant funding for each one.

3. My statements are based on my personal knowledge and/or my evaluation of information provided to me in my official capacity; on reasonable inquiry; information obtained from various records, systems, databases; or program employees and information portals maintained and relied upon by HUD in the regular course of business.

4. The CoC program is designed to promote communitywide commitment to the goal of ending homelessness by awarding funds to nonprofit providers, Indian Tribes, Tribally Designated Housing Entities, States, and local governments to rehouse homeless individuals and families while minimizing the trauma and dislocation caused to individuals, families, and communities by homelessness, to promote access to and effect utilization of mainstream programs by homeless individuals and families; and to optimize self-sufficiency among those experiencing homelessness.

5. The CDBG Program provides annual grants on a formula basis to states, cities, counties, and insular areas to develop viable communities by providing decent housing, suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income people. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. § 5301, *et seq.* The CDBG Program was designed to reinforce several important principles of community development: (a) CDBG's flexibility empowers people and communities to design and implement strategies tailored to their own local needs and priorities; (b) CDBG's emphasis on consolidated planning expands and strengthens partnerships among all levels of government and the private sector in enhancing community development; and (c) CDBG's technical assistance activities and set-aside for grantees builds the capacity of these partners to achieve intended program outcomes.

6. The ESG program provides annual formula grants and is designed to assist people with quickly regaining stability in permanent housing after experiencing a housing crisis and/or

homelessness. HOME provides annual formula grants to state and local governments to create affordable housing for low-income households.

7. I have reviewed agency records concerning each HUD CPD grant program that Plaintiffs' Complaint and Declarations address. Those programs are CoC, CDBG, ESG, and HOME.

8. Each grant has varying announcement dates and obligation deadlines as determined by law, and accordingly each grant and grantee have differing grant agreement execution timelines. In general, any grants that must be awarded and obligated in this Administration must comply with applicable statutes, regulations, and executive orders.

9. For CPD formula programs, the grant agreements HUD issues to each recipient establish the conditions relevant for each grant program for a specific fiscal year. Grant agreements cite all rules, regulations and Federal codes relevant to each program and explain that, by signing, the recipients acknowledge the requirement to administer the program in compliance with those rules and conditions. Accordingly, when applicable grant statutes conflict with grant conditions for specific programs, HUD will not require that grantees follow those conditions.

10. HUD announced the formula allocation amounts for all eligible grantees for FY 25. Eligible grantees were required to submit a Consolidated Plan and/or Annual Action Plans for HUD's review, which were due August 16, 2025.

11. The grant agreements that HUD has sent to recipients of FY 2024 CoC financial awards on or after March 11, 2025, contain the revised conditions (collectively, the "CoC Grant Conditions"), which provided:

- A. "[The Recipient] shall not use grant funds to promote 'gender ideology,' as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government";

- B. “[The Recipient] agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of [the False Claims Act, 31 U.S.C. § 3729(b)(4)]”;
- C. “[The recipient] certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964”; and
- D. “[The recipient] shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

12. The FY 2024 CoC grant agreements also provide that the agreement, the recipient’s use of grant funds, and the recipient’s operation of projects assisted with grant funds are “governed by” “all current Executive Orders.”

13. To the extent that Plaintiffs have either not yet executed and returned their FY 2024 CoC grant agreements to HUD, as required, they cannot draw down their FY 2024 CoC grant funds. Some Plaintiffs have modified their grant agreements to nullify the challenged conditions, and HUD has funded their grants regardless.

14. Based on the documents and information available to me, I estimate that HUD has committed approximately \$35 million in FY 2024 CoC funding to Plaintiffs Community Care Alliance, House of Hope Community Development Corporation, Montana Coalition Against Domestic and Sexual Violence, Pennsylvania Coalition Against Domestic Violence, Rhode Island Coalition to End Homelessness, and Virginia Sexual and Domestic Violence Action Alliance and their members.

15. Although FY 2025 CDBG grant agreements have not been finalized, it is expected that the CoC conditions listed in paragraph 13 will also apply to CDBG grant agreements.

16. If CPD grantees have questions about grant conditions or other aspects of their grants, they may contact their local CPD field office. And for CoC and ESG, grantees may also email CPD’s Office of Special Needs Assistance at HUD Headquarters at [SNAPS@hud.gov](mailto:SNAPS@hud.gov).

Executed this 18th day of August 2025 in Washington, D.C.

**TENNILLE  
PARKER**



Digitally signed by: TENNILLE PARKER  
DN: CN = TENNILLE PARKER C = US O = U.  
S. Government OU = Department of Housing  
and Urban Development, Office of Community  
Planning and Development  
Date: 2025.08.18 15:12:38 -04'00'

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signing for Claudette Fernandez  
Claudette Fernandez  
General Deputy Assistant Secretary  
Office of Community Planning & Development  
U.S. Department of Housing & Urban Development

**Exhibit B**

**Declaration of Katherine Chon**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

RHODE ISLAND COALITION AGAINST  
DOMESTIC VIOLENCE, *et al.*

*Plaintiffs,*

v.

ROBERT F. KENNEDY, JR., in his official  
capacity as Secretary of the United States  
Department of Health and Human Services, *et al.*

*Defendants.*

Case No. 1:25-cv-00342

**DECLARATION OF KATHERINE CHON**

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

1. I am the Acting Director of the Office of Family Violence Prevention and Services (OFVPS) within the Administration for Children & Families (ACF), a component of the U.S. Department of Health and Human Services (HHS).

2. In this role, I am responsible for providing interim leadership, executive management, and program coordination to implement statutory functions under the Family Violence Prevention and Services Act.

3. This declaration is based upon my personal knowledge, information acquired by me in the course of performing my official duties, information contained in the records and systems of ACF to which I have access in the course of my duties, and information conveyed to me by other knowledgeable ACF employees with whom I work on a regular basis.

**ACF Grants**

4. ACF issues federal financial assistance awards like grants and cooperative agreements to promote the economic and social well-being of children, families, and communities. ACF issues and manages discretionary and non-discretionary awards to various entities including states, tribes, education institutions, non-profit, and for-profit organizations.

5. ACF issues both discretionary and non-discretionary grants and cooperative agreements that constitute federal financial assistance. *See* 45 C.F.R. § 75.2 (Definitions). Discretionary awards are awards in which ACF retains discretion to select the recipients and award amount given to each recipient. Selection of discretionary awards is generally competitive, and the amount of each award can either be competitive or determined by a set formula. Non-discretionary awards are awards in which ACF is required by statute to select specific recipients (and potentially the award amount), and include formula grants, block grants, congressionally-directed spending, and others. *See* HHS Grants Policy Statement 5. The discretionary or non-discretionary nature of an award is determined by the authorizing statute for the program.

6. Award recipients are organizations or individuals that receives federal awards directly from ACF. In certain programs, the recipient can give a portion of the direct award to other organizations, called subrecipients, to accomplish the goals and objectives of the award. In this case, the recipient becomes a pass-through entity and the subrecipient's award is called a subaward.

7. Recipients are required to pass down any applicable requirements in direct awards to subrecipients in subawards “so that the [f]ederal award is used in accordance with [f]ederal statutes, regulations and the terms and conditions of the [f]ederal award.” *See* 45 C.F.R. § 75.352(a)(2) (Requirements for Pass-Through Entities). Recipients are responsible for monitoring subrecipients as necessary “to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.” 45 C.F.R. § 75.352(d). ACF does not directly monitor subrecipients.

8. The HHS grants regulations require ACF and other HHS awarding agencies to “manage and administer the [f]ederal award in a manner so as to ensure that [f]ederal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: Including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.” 45 C.F.R. § 75.300(a). They also require the federal awarding agency to “communicate to the [recipient] all relevant public policy requirements . . . and incorporate them either directly or by reference in the terms and conditions of the [f]ederal award.” 45 C.F.R. § 75.300. With few exceptions, the requirement to incorporate federal statutes generally applies to both discretionary and non-discretionary awards. *See* 45 C.F.R. § 75.101(d) (Applicability). As a result, ACF has long complied with this regulation by incorporating

compliance with federal statutes as a term in the ACF Standard Terms and Conditions, which is incorporated into all active awards. *See*

[/https://acf.gov/sites/default/files/documents/main/FFY2025-ACF-STANDARD-TERMS-and-CONDITIONS--updated-2025-07-29-.pdf](https://acf.gov/sites/default/files/documents/main/FFY2025-ACF-STANDARD-TERMS-and-CONDITIONS--updated-2025-07-29-.pdf) (requiring compliance with the HHS Administrative and National Policy Requirements, which lists numerous federal statutes that apply to federal financial assistance).

9. The ACF Standard Terms and Conditions for federal financial assistance awards provide that “[a]ll applicable statutory or regulatory provisions supersede any conflicting or inconsistent provisions in” the ACF Standard Terms and Conditions.

### **Family Violence Prevention Services Act Grants**

10. ACF, through OFVPS, administers grants under the Family Violence Prevention Services Act (FVPSA), codified at 42 U.S.C. § 10401 et seq.

11. The purpose of FVPSA is to assist States and Indian tribes in efforts to increase public awareness about, and primary and secondary prevention of, family violence, domestic violence, and dating violence; assist States and Indian tribes in efforts to provide immediate shelter and supportive services for victims of family violence, domestic violence, or dating violence, and their dependents; provide for a national domestic violence hotline; and provide for technical assistance and training relating to family violence, domestic violence, and dating violence programs to States and Indian tribes, local public agencies (including law enforcement agencies, courts, and legal, social service, and health care professionals in public agencies), nonprofit private organizations (including faith-based and charitable organizations, community-based organizations, and voluntary associations), tribal organizations, and other persons seeking such assistance and training. *See* 42 U.S.C. § 10401(b).

12. FVPSA funds both non-discretionary and discretionary grants. FVPSA authorizes non-discretionary formula grants to states to support the establishment and maintenance of programs to prevent incidents of family violence, domestic violence, and dating violence; to provide immediate shelter and supportive services for victims of family violence, domestic violence, or dating violence, and their dependents; and to provide specialized services for children exposed to family violence, domestic violence, or dating violence, underserved populations, and victims who are members of racial and ethnic minorities. 42 U.S.C. § 10406(a). States receiving FVPSA formula grants must allocate at least 95 percent of the grant to subrecipients for direct service provision to victims and their dependents. 42 U.S.C. § 10406(b). FVPSA includes

eligibility requirements for the kinds of entities that may receive subawards, a description of services that subrecipients may provide, and restrictions that subrecipients must adhere to while providing services with FVPSA funds. *See* 42 U.S.C. § 10408. State grant recipients—rather than ACF—must ensure that subrecipients adhere to statutory and regulatory requirements.

13. FVPSA also funds non-discretionary formula grants to State Domestic Violence Coalitions. HHS designates one organization in each state, plus the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, and the Commonwealth of the Northern Mariana Islands as the State Domestic Violence Coalition and each entity receives 1/56 of the amount appropriated by Congress for the grant. *See* 42 U.S.C. § 10411. State Domestic Violence Coalitions receiving funding under this grant work with local family violence, domestic violence, and dating violence direct service providers to encourage provision of appropriate services under FVPSA; assist the state in planning the distribution of and monitoring of subawards; collaborate with community stakeholders including health care providers, law enforcement, and the court system to ensure the needs of victims are addressed; and educate the public on family violence, dating violence, and domestic violence. *Id.*

14. FVPSA funds several other non-discretionary and discretionary grants. Discretionary grants, awarded through competition, include the Specialized Services for Abused Parents and their Children (SSAPC) grant, which provides funding to local entities, nonprofit private organizations, and tribal organizations to address the needs of children exposed to family violence, domestic violence, or dating violence to prevent future violence. *See* 42 U.S.C. § 10412.

15. Other discretionary grants include funds for national and local resource centers and training and technical assistance centers. These grants are awarded competitively and include both national resource centers intended to target all family violence, domestic violence, and dating violence victims and resource centers focused on special issues and specific populations, including grants “enhancing domestic violence intervention and prevention efforts for victims of domestic violence who are members of racial and ethnic minority groups, to enhance the cultural and linguistic relevancy of service delivery, resource utilization, policy, research, technical assistance, community education, and prevention initiatives.” *See* 42 U.S.C. § 10410.

16. FVPSA includes a provision requiring recipients to comply with federal anti-discrimination laws, including Title IX. *See* 42 U.S.C. § 10406(c)(2)(A). FVPSA includes an additional anti-discrimination provision stating: “No person shall on the ground of sex or religion be excluded from participation in, be denied the benefits of, or be subject to discrimination under,

any program or activity funded in whole or in part with funds made available under this chapter. Nothing in this chapter shall require any such program or activity to include any individual in any program or activity without taking into consideration that individual's sex in those certain instances where sex is a bona fide occupational qualification or programmatic factor reasonably necessary to the normal or safe operation of that particular program or activity.” 42 U.S.C. § 10406(c)(2)(B). These provisions apply to all FVPSA grants.

### **Title IX Certification**

17. On March 28, 2025, the HHS Office of Grants sent an Action Transmittal to HHS Grants and Cooperative Agreements Awarding Agencies that required HHS awarding agencies, for all new awards, to insert the following language in Notices of Award to entities that participate in, facilitate, or fund programs that implicate Title IX (Title IX Certification):

By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
- The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

18. The Action Transmittal noted that “[p]rograms that could implicate Title IX would include awards to or for school, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related awards to prisons or other detention facilities.”

19. On May 9, 2025, ACF updated its Standard Terms and Conditions for Federal Fiscal Year 2025 to include the following certification (ACF Title IX Certification):

*Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§1681 et seq., and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§2000d et seq.* If applicable, for **new awards made on or after March 28, 2025**, the following is effective immediately:

By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipients whose programs are covered by Title IX certify as follows:

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
- The above requirements are conditions of payment that go to the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

20. The ACF Title IX Certification is currently in effect as reflected in the July 29, 2025 version of the ACF Standard Terms and Conditions. The current version of the ACF Standard Terms and Conditions, however, applies the ACF Title IX Certification to “new awards made on or after May 9, 2025.”

21. The ACF Standard Terms and Conditions apply to discretionary and non-discretionary Federal financial assistance awards administered by ACF.

22. As of the date of this declaration, ACF OFVPS has not paused funding, terminated funding, or taken any adverse actions with respect to ACF FVPSA grant recipients based on the ACF Title IX Certification.

Executed on August 15, 2025.

**KATHERINE**  
**H. CHON -S**

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KATHERINE H. CHON -S  
Date: 2025.08.15  
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Katherine Chon

## **Exhibit C**

# **Declaration of Cynthia Baugh**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLANDRHODE ISLAND COALITION AGAINST  
DOMESTIC VIOLENCE, *et al.**Plaintiffs,*

v.

ROBERT F. KENNEDY, JR., in his official  
capacity as Secretary of the United States  
Department of Health and Human Services, *et al.**Defendants.*

Case No. 1:25-cv-00342

**DECLARATION OF CYNTHIA BAUGH**

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

1. I am the Associate Administrator in the Office of Federal Assistance and Acquisition Management (OFAAM) in the Health Resources & Services Administration (HRSA), a component of the U.S. Department of Health and Human Services (HHS). I have been in this role since June 7, 2020. I joined OFAM (the Office of Federal Assistance Management, the predecessor to OFAAM) on November 10, 2019, as Deputy Associate Administrator. As the Associate Administrator in OFAAM, I serve as the Chief Grants Management Officer for HRSA.

2. In this role, I am responsible for overseeing HRSA's grant programs and ensuring their financial integrity, including promoting efficient and effective operation and administration of HRSA federal assistance programs. I and my staff develop, review and issue instruments of federal assistance, including Notices of Funding Opportunity announcements, and Notices of Award, to ensure compliance with federal law and regulations, HHS policies, and the terms and conditions of HRSA awards.

3. This declaration is based upon my personal knowledge, information acquired by me in the course of performing my official duties, information contained in the records and

systems of HRSA to which I have access in the course of my duties, and information conveyed to me by other knowledgeable HRSA employees with whom I work on a regular basis.

#### **HRSA Grants**

4. HRSA awards federal financial assistance to thousands of recipients, including community-based organizations; colleges and universities; hospitals; state, local, and tribal governments; and private entities, to support health services projects, such as training health care workers or providing specific health services.

5. HRSA issues both discretionary and non-discretionary grants and cooperative agreements, as well as other types of awards that constitute federal financial assistance. *See* 45 C.F.R. § 75.2 (Definitions). Discretionary awards are awards in which HRSA retains discretion to select the recipients and award amount given to each recipient. Non-discretionary awards are awards in which HRSA does not have discretion in selecting the recipient (as well as potentially the award amount), and include formula grants, block grants, congressionally directed spending, and others. *See* HHS Grants Policy Statement 5. The discretionary or non-discretionary nature of an award is usually determined by the authorizing statute for the program.

6. Recipients are organizations or individuals that receive federal awards directly from HRSA. For certain programs, the recipient can give a portion of the direct award to other organizations, called subrecipients, to accomplish the goals and objectives of the award. In this case, the recipient becomes a pass-through entity and the subrecipient's award is called a subaward.

7. Recipients are required to pass down any applicable requirements in direct awards to subrecipients in subawards “so that the [f]ederal award is used in accordance with [f]ederal statutes, regulations and the terms and conditions of the [f]ederal award.” *See* 45 C.F.R. § 75.352(a)(2) (Requirements for Pass-Through Entities).

8. The HHS grants regulations require HRSA and other HHS awarding agencies to “manage and administer the [f]ederal award in a manner so as to ensure that [f]ederal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements: Including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.” 45 C.F.R. § 75.300(a). They also require the federal awarding agency to “communicate to the [recipient] all relevant public policy requirements . . . and incorporate them either directly or by reference in the terms and conditions

of the [f]ederal award.” 45 C.F.R. § 75.300(a). With few exceptions, the requirement to incorporate federal statutes generally applies to both discretionary and non-discretionary awards. *See* 45 C.F.R. § 75.101(d) (Applicability). As a result, HRSA has long complied with this regulation by incorporating compliance with federal statutes as a term in the HRSA General Terms and Conditions, which is incorporated into all active awards. *See* <https://www.hrsa.gov/grants/manage-your-grant/policies-regulations-guidance> (requiring compliance with the HHS Administrative and National Policy Requirements, which lists numerous federal statutes that apply to federal financial assistance).

9. The HRSA General Terms and Conditions provide that in the case of conflicting or inconsistent requirements, recipients must “follow the order of precedence indicated in HHS Administrative and National Policy Requirements,” which provide that the order of precedence is the U.S. Constitution, statutes, regulations, then program guidance and award specific requirements. *See* <https://www.hhs.gov/sites/default/files/hhs-administrative-national-policy-requirements.pdf>. Executive Orders are listed in the HHS Administrative and National Policy Requirements at the same level of precedence as program guidance.

#### **Maternal and Child Health Services Block Grant**

10. The Title V Maternal and Child Health (MCH) Services Block Grant to States Program (hereafter referred to as the MCH Block Grant) is authorized by Sections 501-509 of Title V of the Social Security Act (42 U.S.C. §§ 701-709). It is a non-discretionary formula grant under which funds are awarded to 59 states and jurisdictions upon their submission of an acceptable plan that addresses the health services needs within the state for the target population of mothers, infants, and children. MCH Block Grant funds may be subawarded by state recipients to subrecipients to carry out certain activities supported by the block grant. HRSA does not have a direct relationship with subrecipients and does not directly monitor the activities of subrecipients; however, HRSA does require that the state recipients ensure that all its subrecipients comply with grant requirements, provide oversight, and monitor subrecipient activities to ensure compliance. HRSA awards MCH Block Grant funds to the D.C. Department of Health (DCDOH), and DCDOH’s most recent annual report, for FY 24, reflects that the plaintiff D.C. Coalition received MCH Block Grant funds as a subrecipient. DCDOH submitted an application for FY 26 MCH Block Grant funding, and HRSA expects to award funding to DCDOH on October 1, 2025.

11. The statute authorizing the Maternal and Child Health Services Block Grant, a nondiscretionary formula grant program, includes a provision requiring that recipients comply with federal anti-discrimination laws, including Title IX. *See* 42 U.S.C. § 708. In addition, applicants for MCH Block Grant funding certify that the required assurances/certifications, as specified in Standard Form (SF) 424B attached as an Appendix to the Title V Application/Annual Report Guidance, are maintained on file and the state will provide them at HRSA's request. The SF 424B certifies that the recipient is compliant with all Federal laws, including Title IX.

#### **Ryan White HIV/AIDS Program**

12. Pursuant to Section 2611 of the Public Health Service Act (PHSA) (42 U.S.C. § 300ff-21), HRSA's Ryan White HIV/AIDS Program (RWHAP) makes grants to States, including Rhode Island, to "enable such States to improve the quality, availability and organization of health care and support services for individuals and families with HIV/AIDS." These grants are mandatory. As part of that grant, the State of Rhode Island earns program income and income from drug rebates. Plaintiff Community Care Alliance is a subrecipient of the income from drug rebates from the State of Rhode Island. The State of Rhode Island must ensure that drug rebates and program income earned as a result of the RWHAP award are used only for allowable activities and only for purposes of the RWHAP award.

13. HRSA's RWHAP does not have a direct relationship with Community Care Alliance and does not directly monitor the activities of Community Care Alliance; however, RWHAP does require that the direct funding recipient, the State of Rhode Island, ensure that all its subrecipients, including recipients of program income and income from drug rebates, comply with grant requirements and monitor subrecipient activities to ensure compliance.

#### **Title IX Certification**

14. On March 28, 2025, the HHS Office of Grants sent an Action Transmittal to HHS Grants and Cooperative Agreements Awarding Agencies that required HHS awarding agencies, for all new awards, to insert the following language in Notices of Award to entities that participate in, facilitate, or fund programs that implicate Title IX (Title IX Certification):

By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the

Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.

- The above requirements are conditions of payment that go the essence of the Agreement and are therefore material terms of the Agreement.
- Payments under the Agreement are predicated on compliance with the above requirements, and therefore Recipient is not eligible for funding under the Agreement or to retain any funding under the Agreement absent compliance with the above requirements.
- Recipient acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Agreement.
- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

15. The Action Transmittal noted that “[p]rograms that could implicate Title IX would include awards to or for school, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related awards to prisons or other detention facilities.”

16. On May 14, 2025, HRSA updated its General Terms and Conditions for Fiscal Year 2025 to include the following certification (HRSA Title IX Certification):

By accepting this award, including the obligation, expenditure, or drawdown of award funds, recipients, whose programs, are covered by Title IX certify as follows:

- Recipient is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain compliant for the duration of the Agreement.
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- Recipient acknowledges that a knowing false statement relating to Recipient's compliance with the above requirements and/or eligibility for the Agreement may subject Recipient to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

17. The HRSA Title IX Certification is currently in effect as reflected in the July 25, 2025 version of the HRSA General Terms and Conditions and applies to all active awards.

18. As of the date of this declaration, HRSA has not paused funding, terminated funding, or taken any adverse actions with respect to HRSA grant recipients based on the HRSA Title IX Certification.

Executed on August 15, 2025.

**CYNTHIA R.  
BAUGH -S**

Digitally signed by CYNTHIA R.  
BAUGH -S  
Date: 2025.08.15 10:13:27  
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Cynthia Baugh