

CALL FOR GRANT APPLICATIONS WOUNDED WARRIOR SERVICE DOG PROGRAM (WWSDP)

January 1st, 2025 - December 31st, 2025

Department of Defense Uniformed Services University of Health Sciences

The Henry M. Jackson Foundation for the Advancement of Military Medicine, Inc.

Call for Proposal Number: HU000124201012025

Date Of Release: September 24th, 2024 Q&A Session: October 7th, 2024

Full Application Due: October 24th 11:59PM, 2024 Funding Notification: October 30th - November 13th, 2024

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Terms and Definitions:

- Covered Disability¹: "Covered disability" means any of the following: (A) Blindness or visual impairment. (B) Loss of use of a limb, paralysis, or other significant mobility issues. (C) Loss of hearing. (D) Traumatic brain injury. (E) Post-traumatic stress disorder. (F) Any other disability that the Secretary of Defense considers appropriate.
- Covered Member¹: "Covered member" means a member of the Armed Forces who is; (A) receiving medical treatment, recuperation, or therapy under chapter 55 of title 10², United States Code; (B) in medical hold or medical holdover status; or (C) covered under section 1202 or 1205 of title 10³, United States Code.
- Covered Veteran¹: "Covered veteran" means a veteran who is enrolled in the health care system established under section 1705(a) of title 38⁴, United States Code.
- **Service Dog**⁵: "...any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability... work or tasks performed by a service animal must be directly related to the individual's disability." The term does not include comfort, emotional, or facility dogs serving multiple veterans.
- Service Member (SM): "SM" means a covered member as defined herein.
- **Veteran**: "Veteran" means a covered veteran as defined herein.
- Wounded Warrior: A SM or veteran with a covered disability.

I. PROGRAM DESCRIPTION

PROGRAM TITLE: Wounded Warrior Service Dog Program (WWSDP)

OVERVIEW: This competitive discretionary grant process establishes eligibility, procedures, and requirements for the Calendar Year 2025 WWSDP. The overall goal of the WWSDP is to provide assistance dogs (henceforth known as "service dogs") to covered members and covered veterans. To achieve this, the WWSDP has established a competitive process to fund qualified nonprofit organizations that demonstrate the capacity and capability to raise, train, and furnish service dogs to covered SMs and veterans with covered physical and psychiatric disabilities. Funds from this program will be directly issued to competitively selected eligible nonprofit Service Dog Training Organizations (SDTOs) who raise, train, and furnish service dogs for SMs and veterans.

AWARD HISTORY AND BACKGROUND INFORMATION: In 2015, Congress appropriated initial funds to the Department of Defense to establish the WWSDP. Historically, the Uniformed Services University (USU) has solicited grant applications from nonprofit institutions committed to connecting service dogs with SMs and veterans. The Henry Jackson Foundation (HJF) was selected in 2024 to continue this program in support of the Center for Rehabilitation Sciences Research (CRSR) at USU.

AWARD CONSIDERATIONS:

The programmatic goal for HJF is to establish the infrastructure needed to successfully execute the Congressional intent⁶ by considering:

- (A) the merits of the application submitted;
- (B) whether, and to what extent, there is a demand by covered members or covered veterans for assistance dogs;
- (C) the capacity and capability to raise and train assistance dogs to meet such demand; and
- (D) the capacity to plan, design, establish, or operate a program to furnish service dogs to covered members and covered veterans, or any combination thereof.

section1705A&num=0&edition=prelim

¹Section 745 of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021

²https://uscode.house.gov/view.xhtml?path=/prelim@title10/subtitleA/part2/chapter55&edition=prelim

³https://uscode.house.gov/view.xhtml?path=/prelim@title10/subtitleA/part2/chapter61&edition=prelim

 $^{{}^4\}underline{https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title38-}$

⁵28 CFR § 35.104

⁶H.R.2670 - National Defense Authorization Act for Fiscal Year 2024. Sec. 715. Expansion of Wounded Warrior Service Dog Program, Amendment to Rules Committee <u>118-10.</u>

FUNDS AVAILABLE: The total funds available for the 2025 WWSDP are estimated at \$13 million. The amount of a grant awarded under this program may not exceed \$2,000,000. It should be noted that the median amount of each grant that was issued in 2023-2024 WWSDP was \$434,290.88.

ISSUING ORGANIZATION: The Henry M. Jackson Foundation for the Advancement of Military Medicine (HJF) (https://www.hjf.org).

ANNOUNCEMENT TYPE: Subject to available funding, HJF will announce annual competitive discretionary grants for a 12-month period of performance to eligible SDTOs.

FULL APPLICATION SUBMISSION: All components of the applications **must be received by October 24th 2024 by 11:59 pm (EDT).** Consideration will be given to SDTOs that submit the online Organizational Profile with the five additional proposal requirements (Letter of Organizational Support, Budget Worksheet, Budget Narrative, HJF Subrecipient Certification Form, HJF Third-Party Risk Governance Engagement Questionnaire). See detailed submission application instructions in Section VI.

REQUEST AN APPLICATION AND REQUIRED FORMS: Required application forms and any required templates are available in Section VI.

CONTACTS:

General/Application Inquiry: Email wwsdp_crsr-ggg@usuhs.edu

II. ELIGIBILITY/REQUIREMENTS

GENERAL REQUIREMENTS:

In order to be eligible for consideration of an award, successful WWSDP Applicants must:

- 1. Be a nonprofit organization that is subject to 26 U.S.C. 501(c)(3) of the tax code;
- 2. Be located in the Continental United States of America (CONUS);
- 3. Provide essential training and care to canines to become service dogs, and necessary training to SM and veteran recipients. Pass-through entities will not be considered;
- 4. Agree to financial auditing if selected for funding;
- 5. Agree to site visit(s). All visits will be scheduled in advance. See Appendix B for scope and logistics.;
- 6. Assume responsibility for all medical needs of the canines before graduation;
- 7. Conduct all training and associated services at <u>no cost</u> to the SM or veteran. Services include, but are not limited to canine acquisition, canine training, canine veterinary costs, canine certifications, canine grooming and care, training, and SM or veteran travel and lodging (for up to 14 days);
- 8. Must <u>not</u> target SMs or veterans supported by the WWSDP for donations, loans, or fundraising activities by the SDTOs;
- 9. Obtain a Unique Entity ID (UEI) via SAM.Gov; and
- 10. Submit a complete application according to the application guidelines.

CONTRACTUAL REQUIREMENTS:

- 1. Integrate best practices into the organization's training of service dogs and SMs or veterans with disabilities;
- 2. Report historic programmatic and outcome data. These data are mandatory reporting points and include information such as key facility and training metrics, SMs or veteran demographics, ratio of dogs to trainers, and time to train dog and SMs or veterans, geographic distribution of service dog placement, or role of healthcare providers etc. No data shall include Personally Identifiable Information (PII) or medical information;
- 3. Evaluate best practices, using tools provided by HJF, as needed;

- 4. Participate in an annual focus group focused on reaching consensus on best practices related to capacity and capability of raising, training, and furnishing service dogs to covered SMs and veterans. This will likely be located in Bethesda, Maryland;
- 5. Collaborate with the HJF and USU in providing pertinent feedback and data in a timely fashion in order to perform programmatic assessment.
- 6. Verify the covered status of SMs and veterans.
- 7. Verify eligibility of SMs and veterans:
 - **Regular active duty**: must provide an original statement of service signed by, or by direction of, the adjutant, personnel officer, or a commander of their unit or higher headquarters. The statement must include full legal name, social security number, date of entry of current active duty period, and the duration of any time lost.
 - Selected Reserves or the National Guard: must include an original statement of service signed by, or by the direction of, the adjutant, personnel officer, or commander of their unit or higher headquarters showing the length of time that they have been a member of the Selected Reserves. At least 6 years of honorable service must be documented.
 - Veterans discharged from regular active duty after January 1, 1950: must provide a copy of DD Form 214, Certificate of Release or Discharge From Active Duty with a VA Form 26-1880. Veterans discharged after October 1, 1979, must provide a DD Form 214 copy 4. A Photocopy Of Dd214 Will Suffice. Do Not Request An Original Document.
 - Veterans discharged from the Selected Reserves or the National Guard: must include copies of adequate documentation of at least 6 years of honorable service. If they were discharged from the Army or Air Force National Guard, they may submit NGB Form 22, Report of Separation and Record of Service, or NGB Form 23, Retirement Points Accounting, or its equivalent. If they were discharged from the Selected Reserve, they may submit a copy of their latest annual points statement and evidence of honorable service. There is no single form used by the Reserves or National Guard similar to the DD Form 214. It is your responsibility to request adequate documentation of at least 6 years of honorable service.

SPECIFIC REQUIREMENTS:

The following requirements apply to all canines, SMs/veterans, or teams supported by the WWSDP grant, as appropriate. Organizations must be able to provide documentation to demonstrate compliance.

- 1. Microchip the canine and enroll microchip in the national registry. If history is unknown, scan canine for microchip;
- 2. All canines must have a statement from a licensed veterinarian, clinic receipt, or previous license information with proof of spay/neuter surgery (with the exception of breeders) prior to graduation;
- 3. All canines must have parasite prevention/control treatments documentation, per local licensed veterinarian, prior to selection with medication, dosage, and date of administration;
- 4. Provide canines with a safe indoor and outdoor environment including, but not limited to, lack of harmful substances/items, no sharp points or edges, and excessive rust (consult <u>9 CFR § 3.1-3.4</u>, <u>9 and CFR § 3.6</u>, as appropriate);
- 5. Conduct a routine local veterinarian health screening at least annually until the canine's graduation. The screening must include, at minimum, heartworm, parasite, and physical exams. All canines must remain free of medical conditions that could impact their working life prior to graduation;
- 6. Keep records of canine socialization to adults and children, other animals, sounds, and a variety of environments. At minimum, record type of socialization and outcome;
- 7. Identify canine tasks that will enable the support of a Service Member or veteran's goals and objectives.
- 8. All Service Members and veterans must pass a public access test prior to graduation, even if the service dog is already proficient;
- 9. SM and veterans must be provided with the following information prior to initiation of training:
 - a. List of required reading material

- b. Course content
- c. Important contacts, and
- d. Aftercare requirements (what is required of the Service Member or veteran after graduation);
- 10. Objectives must be developed in a collaborative fashion with the SM or veteran;
- 11. Prior to accepting a SM or veteran, SMs and veterans must "Canine-proof" the household for safety (consult 9 CFR § 3.1-3.4, 9 and CFR § 3.6, as appropriate). Any remedial action must be recorded and addressed prior to matching;
- 12. Identify at least one outcome objective that mitigates an impairment per SM or veteran. The objective must be a verb, representing an action that improves participation in a life activity;
- 13. Test-specific policies and procedures must be adhered to;
- 14. Train canine and Service Member or veteran to pass a public access test;
- 15. Assess suitability of indoors and outdoors environment (Consult <u>9 CFR § 3.1-3.4</u>, <u>9 and CFR § 3.6</u>, as appropriate); and
- 16. Train canines to pass obedience and public access tests.

III. KEY DATES

Event	Date	Additional Information
Call for Application Release	September 24th, 2024	
Q&A Session (virtual)	October 7th, 1:00 pm (EDT)	Questions may be submitted via email to wwsdp_crsr-ggg@usuhs.edu.
Application Closes	October 24th, 11:59 pm (EDT)	Application instructions in Section VI.
Funding Notification	November 1st - November 13th, 2024	
Grant period of performance	January 1, 2025 – December, 31st, 2025	

IV. PROGRAM GOALS / OBJECTIVES

1. Assess the merits of the applications submitted by nonprofit organization:

<u>GOAL</u>: Ensure the eligibility of nonprofit SDTOs with the primary function of raising, training, and furnishing assistance dogs.

<u>OBJECTIVE</u>: Assemble a qualified team to develop an application and review process, including merit review factors and ratings.

2. Assess whether, and to what extent, there is demand by covered members or covered veterans for assistance dogs provided by the nonprofit organization:

<u>GOAL</u>: Explore if covered SMs and veterans that would benefit from being matched with a service dog, do not have access.

<u>OBJECTIVE</u>: Analyze demand for service dogs by addressing issues such as healthcare disparities, underserved populations, healthcare provider engagement, and education. HJF will conduct a gap analysis and employ various methodologies including, but not limited to, surveys, questionnaires, and interviews.

3. Assess the capacity and capability of the nonprofit SDTOs to raise and train assistance dogs to meet such demand:

<u>GOAL</u>: Identify best practices that define minimum requirements for capacity and capability of raising and training service dogs for covered SM and veterans with disabilities.

<u>OBJECTIVE</u>: Apply the participatory method and consensus approach to develop minimum best practices for service dog organizations. Such best practices must be applicable to most, if not all, service dog organizations regardless of size, accreditation, type of service dogs trained, housing of dogs, or source of dog acquisition. HJF will employ various methodologies including, but not limited to, surveys, questionnaires, interviews, focus groups, and convening of experts.

4. Assess the planning, designing, establishing, or operating (or any combination thereof) of programs, with the primary function of providing service dogs to covered members and covered veterans:

<u>GOAL</u>: Assist service dog organizations to establish the infrastructure needed to successfully meet the needs of SM or veterans and canines.

<u>OBJECTIVE</u>: Apply the participatory method, consensus approach, and convening of experts to develop minimum requirements for a training curriculum and programmatic standard operating procedures (SOPs). HJF will employ various methodologies including, but not limited to, surveys, questionnaires, interviews, focus groups, and convening of experts.

V. MILESTONES / DELIVERABLES

MILESTONES

This section outlines the key milestones for the completion of tasks, work, and objectives throughout the duration of the 2025 calendar year, by Quarter (Q), to be completed by all awardees.

- Q1 (January March): Implement and test best practices.
- Q2 (April June): Evaluate best practice using a subset of service dogs, SMs/veterans, and teams.
- Q3 (July September): Continue to evaluate best practice using a subset of service dogs, SMs/veterans, and teams. Attend and contribute to the annual focus group meeting in order to reach consensus on the utility of the best practices you integrated, tested, and evaluated.
- Q4 (October December): Complete required surveys, questionnaires, and reports.

DELIVERABLES

This section outlines the specific deliverables required for the project, including technical deliverables, reporting, milestone reporting, and any other project-related documentation required by all awardees.

Technical Deliverables

- 1. Implement best practices:
 - Description: Provide proof that each best practice was implemented, as written in Appendix A. Proof may include documents, receipts, SOPs, or visual media.
 - Due Date: End of Q1
 - Format: Electronic submissions.
- 2. Evaluate best practices:
 - Description: Evaluate each best practice in an iterative fashion until no new ideas emerge. Evaluations must include evidenced-based comments (as opposed to opinions). A thematic analysis will be conducted to identify common trends across all grant recipients.
 - Due Date: End of O3
 - Format: Electronic submissions.
- 3. Focus group:
 - Description: Participate in, and actively contribute to, the annual focus group.
 - Due Date: End of O4.
 - Format: In-person, 2-day conference.
- 4. Gap analysis:
 - Description: Completion of required surveys and questionnaires in order to identify gaps in demand and availability of service dogs.
 - Due Date: End of Q4
 - Format: Electronic submissions.

Milestone Reporting to HJF

- 1. Quarterly Reports:
 - Description: Reports detailing the progress of the best practices implementation, testing, and evaluations. Reports providing a financial overview of the previous quarters spending.
 - Frequency: Quarterly, Q1, Q2, Q3
 - Format: Electronic submissions; template will be provided.
- 2. Annual/Final Report:
 - Description: Report detailing the summary of performance and finance during the entire period of performance.
 - Frequency: Annual, due sixty days after the expiration of the award.
 - Format: Electronic submissions; template will be provided.

VI. FULL APPLICATION REQUIREMENTS

The purpose of this application is to be considered for grant selection through the Wounded Warrior Service Dog Program (WWSDP), 2025. Applicants must qualify under the Eligibility/Requirement guidelines (see Section II) to be considered. All applicants must read all instructions carefully before submitting an application.

This document and its attachments contain all requirements to submit a response to this solicitation. No additional forms, kits, or other materials will be accepted except as referenced herein.

Applications that <u>do not</u> comply with the content, format, and submission requirements outlined herein will be removed from consideration. Applicants that do not meet the eligibility requirements, outlined in Section II, will be removed from consideration. Applicants should consider the evaluation criteria listed in **Section VIII** when developing their applications. All reported information must be consistent across the entire application. All budgets must be in whole US dollars. Applicants must explain how grant funds will be used to support the mission of the WWSDP. *Unreasonable funding requests will be removed from consideration*.

FORMATTING

- Document Format: All attachment files <u>except the budget worksheet</u> must be submitted as PDF files. The budget worksheet must be submitted as an XLSX or XML file.
- Submitted documents must follow the file naming convention below. Do not use the same filename for multiple attachments. Each attachment requires a unique file name.
- Paper Size: 8.5 inches x 11 inches
- Font: Times New Roman
- Font size: 11 point
- Spacing: Single space
- Margins: At least 0.5 inches in all directions
- Text Color: Black
- Language: All documents must be submitted in English
- Headers and Footers: Should not be used. Pre-existing headers and footers on required forms are allowed.
- Page Numbering: Should not be used.

^{**}Applications missing requirements or incorrect formatting will be returned without review. **

PROPOSAL REQUIREMENTS

Completed Application package must consist of the following documents and forms; see instructions below:

- Letter of Organizational Support
- Organization Profile online form
- Budget Worksheet
- Budget Narrative
- HJF Forms
 - HJF Subrecipient Certification Form
 - o HJF Third-Party Risk Governance Engagement Questionnaire
 - o Review of HJF Terms and Conditions

FILE NAMING CONVENTION

Uploaded files should follow the naming convention in the format below. Replace ORG SHORTNAME with your organization's shorthand name, for example "The Henry Jackson Foundation for the Advancement of Military Medicine, Inc" would be "HJF".

Document	Naming Convention Example
Letter of Organizational Support	ORG SHORTNAME_LOS_2025
Budget Worksheet	ORG SHORTNAME_BudgetWorksheet_2025
Budget Narrative	ORG SHORTNAME_BudgetNarrative _2025
HJF Subrecipient Certification Form	ORG SHORTNAME_SubCertForm _2025
HJF Third-Party Risk Governance Engagement Questionnaire	ORG SHORTNAME_RiskGovEngageQuestionnaire _2025

A. LETTER OF ORGANIZATIONAL SUPPORT (1 page limit)

Applicants are required to submit a letter of organizational support with their application. At minimum, the letter must include a summary of why the organizations should be considered for funding, an affidavit to meet all eligibility requirements outlined in **Section II**, consent to participate in a 2-day focus group, and consent for an in-person site visit. This letter must contain the three items below in order from top to bottom.

• **Organization:** Organization letterhead, organization name, organization address, organization website, organization phone number.

• Justification:

- a. Briefly describe the history of the organization in 3-4 sentences.
- b. Explain why the organization is applying for the WWSDP grant this year.
- c. Include a brief statement of commitment: A statement from your organization stating, if funded, the organization is fully committed to successfully executing the work outlined in this proposal, should your organization receive funding. You understand the importance of meeting assigned milestones and deliverables as indicated in **Section V.**
- d. Include a brief statement of affidavit: A statement from your organization to affirm that you meet all eligibility requirements as outlined in **Section II**. And that you understand if any false statements have been made it may result in disqualification from this funding opportunity.
- e. Statement of consent:
 - Consent to send <u>one</u> representative to Bethesda, MD to participate in a 2-day focus group during Q4 of the grant period.
 - Consent to in person site visit(s), as needed. The purpose of the site visits is to verify technical merits, aptitude to meet the mission of the WWSDP, and to share best practices.
 The date of site visits will be announced in advance. In rare cases, a virtual site visit may be conducted.
- Authorized Organizational Representative Signature: (i.e. organization CEO, President, Founder, Grant Specialist, Program Manager, etc.)
 - a. Name, title, address, phone number, email, and signature
- Upload file as "ORG SHORTNAME_LOS_2025.pdf"

B. ORGANIZATION PROFILE

The Organization Profile is a key component of the application. Submission is required through a google form. A PDF version of this form can be used for preparation. To be considered for this grant all required fields in the online form must be completed. Instructions on how to fill the form can be found in the Instructions at the bottom of the Organization Profile PDF Form. Submissions that fail to follow instructions, will not be considered for funding.

- Link to the Organization Profile online submission form
- Link to the Organization Profile PDF form

c. **BUDGET WORKSHEET**

The total funds available for the 2025 WWSDP is estimated at \$13 million. The median WWSDP grant in 2023-2024 was \$434,290.88. Organization will be funded based on allowable costs, availability of funds, or programmatic needs. Funds should be allocated to support the implementation and evaluation of the best practices. These funds are not expected to underwrite all program costs.

Budget proposal should be reasonable and consider the previous year's median grant amount. The WWSDP is committed to fair and equitable funding opportunities. Organization size is not a guarantee for level of funding.

All budgets must be submitted using the '2025 WWSDP Budget Worksheet Template'. Applicant Organizations must complete the Personnel and Overall Budget Tab, if an organization is requesting Travel, Supplies, or Equipment those tabs must be completed.

- Link to the Budget Worksheet Template
- Upload file as "ORG SHORTNAME BudgetWorksheet 2025.xlsx/xml"

This grant will be incrementally funded over the period of 12 months, including direct and indirect costs. Incremental funding is to be provided based on terms and conditions agreed upon by your organization and HJF. Advance payments may be issued upon request.

NOTE:

- It is at the discretion of each organization how many canines, SMs/veterans, or teams to use in order to implement and evaluate each best practice.
- Distinguish clearly any services, contract(s), equipment, facilities or leases that are not owned and operated by the organizations.
- No additional funds are available to pay for unbudgeted indirect costs. If cost sharing is used, provide a description.
- This grant **cannot** be used to pay federal employees and active duty service members in any way, this includes reimbursements for travel or incentive for participation.

D. BUDGET NARRATIVE

All Budget Narratives must be submitted following the '2025 WWSDP Budget Narrative Template' and must align with the requested budget.

- Applicant Organizations must copy the relevant tables from the Budget Worksheet into the Budget Narrative, following the Budget Narrative format.
- Link to the Budget Narrative Template
- Upload file as "ORG SHORTNAME BudgetNarrative 2025.pdf"

NOTE:

- Provide a budget narrative of what is being purchased and how it supports the implementation and evaluation of the best practices delineated in **Sections III and IV**.
- Provide a justification for every line item identified on the budget sheet to be executed by the organization.
- Organize the budget narrative in the same order as the items on the Budget Template and identify items in the budget narrative consistently with how they are identified on the Budget Template.
- For services, articulate whether it will be performed under contract (goods or services to the recipient).

E. HJF FORMS

All documents in this requirement are related to the funding mechanism between HJF and your organization. Review this section carefully and fully for all necessary proposal requirements

- HJF Subrecipient Certification Form
 - Complete and sign the Subrecipient Certification Form
 - Link to the HJF Subrecipient Certification Form
 - Upload file as "ORG SHORTNAME SubCertForm 2025"
- HJF Third-Party Risk Governance Engagement Questionnaire
 - Complete and sign the Third-Party Risk Governance Engagement Questionnaire, attached in Appendix D
 - Link to the HJF Third Party Risk Governance Engagement Questionnaire
 - Upload file as "ORG SHORTNAME RiskGovEngageQuestionnaire 2025"
- Review HJF Terms and Conditions
 - The HJF Terms & Conditions Attached in Appendix C are intended for inclusion in the award and are to be reviewed thoroughly. Any questions and comments about Terms and Conditions can be included in Section VIII on the online Organization Profile.

VII. SUBMISSION PROCESS

APPLICATION SUBMISSION: Applications **must be received by October 24th by 11:59 pm (EDT).** Successful applications will have 1) submitted the <u>online Organizational Profile</u> and 2) uploaded the five additional proposal requirements to the online Organizational Profile (Letter of Organizational Support, Budget Worksheet, Budget Narrative, HJF Subrecipient Certification Form, HJF Third-Party Risk Governance Engagement Questionnaire). See detailed submission application requirements in Section VI.

VIII. APPLICATION REVIEW AND SELECTION PROCESS

Preliminary Screening

The Project Manager (PM) will conduct a preliminary screening of submitted proposals to ensure compliance with the call for grant application requirements. The HJF reserves the right to request additional information or eliminate proposals that do not meet these requirements from further consideration. Applicants must clearly demonstrate how they meet and, if possible, exceed the call for grant application requirements.

Proposal Evaluation

The PM will distribute all proposals that pass the preliminary screening (described above) to the review committee for full evaluation. The review committee will evaluate each proposal against the merit review factors described below and assign adjectival ratings to each factor (see Table 1). The objective of a merit review process is to select recipients most likely to be successful in delivering results based on the objectives of the WWSDP. Highly ranked, well-justified projects that address all the requested proposal elements will receive higher ranking scores.

Merit Review Factors

<u>Experience</u>: This factor will evaluate experience and expertise in training and graduating both canines and SMs or veterans. This factor includes a thorough evaluation of **Section II** (Experience and Expertise) in the Organization Profile form.

<u>Feasibility</u>: This factor will evaluate the capacity to meet the mission of the WWSDP as outlined in **Section I** of this document. This factor includes a thorough evaluation of **Section IV** (Program) in the Organization Profile form.

<u>Outreach</u>: This factor will evaluate the capacity to furnish service dogs to SMs or veterans. This factor includes a thorough evaluation of **Section II** and **Section VI** in the Organization Profile form. Additional considerations include:

- The proposed geographic service area (city, town, county, unincorporated area, or state).
- The specific underserved population(s) the project proposes to serve (e.g., hearing impaired, blind, etc.).

<u>Budget</u>: This factor will evaluate the link between the mission of the WWSDP and the proposed budget items. This factor includes a thorough evaluation of the Budget Worksheet and the Budget Narrative.

TABLE 1 - GENERAL MERIT RATING ASSESSMENTS			
RATING	RATING DESCRIPTION		
OUTSTANDING	Proposal exceeds requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.		
GOOD	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.		
ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.		
MARGINAL	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.		
UNACCEPTABLE	Proposal does not meet requirements and contains one or more deficiencies. Proposal is not awardable.		

Proposal Selection

To make a funding recommendation, the review committee will:

- 1. Review ratings and evaluations of the Merit Review Factors and Rating Assessment
- 2. After evaluation, one of the following recommendations may apply:
 - a. Recommend the proposal for award
 - b. Reject the proposal
 - c. Recommendation Undetermined: In rare cases, the following recommendation may be provided: "Recommendation Undetermined." This is reserved for situations in which additional information/documentation is needed by the evaluators before finalizing a recommendation to one of those listed above.

Anticipated Announcement and Award Dates

The Henry M Jackson Foundation anticipates notifying awardees no later than November 13th 2024. Unsuccessful applicants will be notified via email after all grant recipients have been confirmed.

IX. GRANT CONDITIONS AND ADMINISTRATIVE PROCESS

FUNDING DISTRIBUTION: Grantees will be incrementally funded through either a Cost Reimbursable or Fixed Cost method over the specified period of performance.

REPORTING: Grantees will be responsible for reporting on all technical deliverables as outlined in **Section V** and required to milestone reporting as outlined in **Section V**, HJF will provide reporting templates.

AGREEMENT TYPE: Grant Agreements (using the HJF Subaward Agreement Template) will be issued in accordance with Uniform Guidance (2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS). *Profit/Fee is prohibited under the Subaward mechanism.

APPENDIX A WWSDP BEST PRACTICES

All awardees of the Wounded Warrior Service Dog Program must be able to implement, test, and evaluate the best practices set forth in this document. This requirement applies to Service Members (SM), veterans, and service dogs regardless of disability, breed, age, size, or sex. Implementation of these best practices must be supported by documents or records and canine records must include signalment (name, breed or cross, age, sex, microchip #, and coat color). This requirement does not prescribe the number of canines, humans, or teams that must be tested and evaluated. These numbers depend on the best practice, the capacity of the organization, and the need to conduct additional evidence-based testing, as appropriate. At minimum, best practices must be implemented on one canine, SM/veteran, or team, as applicable. Best practices in bold are grant requirements and must be implemented on all canines, SMs, and veterans funded by the WWSDP grant. Note. This benchmark was developed using existing industry best practices and with the direct input of ADI, AKC, ASDP, IGDF, managers, trainers, SMs and veterans, and veterinarians.

ASSESSMENT AND SELECTION

- 2.1. To be eligible for consideration, all SMs and veterans must submit the following records prior to selection (failure to provide records or to meet eligibility criteria is disqualifying):
 - 2.1.2. Letter from a healthcare provider attesting that the SM or veteran is not currently undergoing inpatient treatment, or is 6-month or more post successful substance abuse, mental health, or suicide ideation treatment;
 - 2.1.3. Letter from a healthcare provider attesting that the SM or veteran is capable of caring for a dog and participating in handler training, including required travel, if appropriate;
 - 2.1.4. Written statement attesting that the SM or veteran is financially capable of caring for a dog, including but not limited to the provision of annual veterinary care (at minimum), AAFCO-approved dog food, required tags and licensure, breed-specific grooming, and any required medications or medical treatments. For a detailed list see: https://www.akc.org/expert-advice/lifestyle/know-true-cost-owning-dog/;
 - 2.1.5. Proof of stable housing for over six consecutive months (e.g., utility bills, house lease).
 Group housing is not acceptable as proof of stable housing;
 - 2.1.6. Agreement statement from other adult(s) house members to have a dog, if appropriate; and
 - 2.1.7. Written testament that SM or veteran was not convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction of any violent or substance abuse-related criminal offenses, and that the SM or veteran was never convicted of any felony that resulted in incarceration longer than sixty days. The SM or veteran must also consent to undergo a national criminal background check. Rare mitigating circumstances, such as participation in the Health Care for Re-Entry Veterans program, may be considered.
- 2.2. To be eligible for consideration, all canines must have the following radiographic testing prior to selection (X-rays/radiographs must not be older than 60 days):
 - 2.2.1. Radiograph hip grade of good or better at 14 or more months (based on Orthopedic Foundation for Animals scoring system (http://ofa.org/diseases/hip-dysplasia/), or PennHip index value of <0.30 at 16 weeks or older (https://info.antechimagingservices.com/pennhip/). Radiographs of the elbows, hips, and spine require anesthesia for proper positioning and imaging;
 - 2.2.2. Radiograph of the elbows of each forelimb, and a statement from a veterinarian radiologist attesting to the absence of:
 - 2.2.2.1. Elbow dysplasia. Includes fragmented medial coronoid (FCP) of the ulna, osteochondritis of the medial humeral condyle, elbow incongruency and ununited anconeal process (UAP);
 - 2.2.2.2. Unhealed fractures or healed fractures with significant bone or joint conformation changes or lameness;
 - o 2.2.2.3. Ligament damage, osteoarthritis, etc. of the joints;
 - o 2.2.2.4. Transitional vertebrae of the caudal lumbar spine, lumbosacral junction or sacrum; and
 - o 2.2.2.5. Asymmetric pelvic attachment.

- 2.3. To be eligible for consideration, all canines must have a complete medical evaluation prior to selection, including a statement from a licensed veterinarian attesting to the absence of:
 - o 2.3.1. Any gait abnormality at walk or run which could adversely impact normal duties;
 - 2.3.2. Chronic skin, ear, and coat abnormalities such as dermatitis, allergies, infections, injuries or external parasite infections;
 - 2.3.3. Overshot or undershot jaws. All four canine teeth must be present and must not be weakened by notching, enamel hypoplasia or abnormal, excessive wear. No more than 1/3 inch of the tip should be missing or have a pulp cavity exposed. No evidence of oral infection or periodontal disease. No broken teeth or excessively worn teeth;
 - 2.3.4. Abnormal cardiovascular and respiratory indications (e.g., murmurs, arrhythmia) at rest and exercise:
 - 2.3.5. Defect in the nervous system, vision, hearing, and olfactory senses;
 - 2.3.6. Abnormal bones, joints, or muscles condition which could adversely impact normal duties:
 - o 2.3.7. Current heartworm disease (*dirofilaria immitis*) in heartworm antigen test. A negative heartworm concentration test (filtration or Knott's) is not sufficient;
 - 2.3.8. Infection with intestinal parasites (roundworms, hookworms, tapeworms, giardia, etc.)
 based on stool samples;
 - 2.3.9. External parasites such as fleas, ticks, lice, or mange mites;
 - o 2.3.10. Congenital or conformational abnormality in reproductive and urinary system;
 - o 2.3.11. Immunotherapy or allergy conditions; and
 - 2.3.12. Any other condition that may impact the dog's working life prior to selection (e.g., dietary restrictions, metabolic diseases, etc.).
- 2.4. Additional common breed-specific genetic disorders must be screened prior to selection (see: http://ofa.org/diseases/).
- 2.5. To be eligible for consideration, all canines must have the following required documentation prior to selection:
 - 2.5.1. Parasite prevention/control treatments, per local licensed veterinarian, with medication, dosage, and date of administration;
 - 2.5.2. Laboratory tests with negative results on the vector-borne disease panel and fecal exam, as well as normal-range CBC with Chemistry Panel and complete urine analysis;
 - 2.5.3. Vaccination history within the previous 12 months for rabies, DHLPP (Distemper, Hepatitis, Leptospirosis, Parvo and Para-virus), coronavirus, bordetella (nasal dosage), adenovirus-2, and Lyme Disease (if needed). Records must include canine name and microchip number:
 - 2.5.4. Temperament/personality traits testing results with the absence of problematic behaviors. Tests must be industry-recognized (e.g., ATT, ATTS, Avidog, C-BARQ, Dognition, Volhard Puppy Aptitude Test); and
 - 2.5.5. Pedigree, registration certificates, scorebooks, breed surveys, and other proof of lineage or related paperwork as applicable.
- 2.6. All canines must have a statement from a licensed veterinarian, clinic receipt, or previous license information with proof of spay/neuter surgery (with the exception of breeders) prior to graduation.
- 2.7. All canines must be selected prior to their third birthday unless the SM or veteran has a prior relationship with the dog, in which case appropriate age determination may be made on a case-by-case basis.
- 2.8. Conduct an in-depth interview with SM or veteran, prior to selection, to assess desired outcome(s) and suitability of service dogs. It should include, at minimum, lifestyle habits, physical traits, and personality characteristics.
- 2.9.Develop a "treatment" contract with SM or veteran prior to selection (see Enclosure). Each contract must
 - o 2.9.1. be SM- or veteran-specific;
 - 2.9.2. be developed in a collaborative fashion with the SM or veteran;
 - 2.9.3. identify at least one outcome objective that mitigates an impairment per Service Member or veteran. The objective must be a verb, representing an action that improves participation in a life activity;

- 2.9.4. focus on the SM or veteran, not the canine (canine tasks are merely a means to an end).
 For example, blocking is not an appropriate objective because it does not represent an action by the SM or veteran. On the other hand, going out to the mall, three times per week, is an appropriate objective;
- 2.9.5. be limited to observable and quantifiable objectives. For the purpose of this contract, objectives are restricted to behaviors (e.g., going to the mall, as opposed to feeling comfortable going to the mall). Psychological objectives are not authorized because such objectives may have validity and reliability issues. However, this should not dissuade organizations from using them above-and-beyond the required objectives;
- 2.9.6. include performance-based objectives. For infrequent objectives (e.g., going out to movie, walking around block, doing laundry), use discrete behaviors (e.g., once per day/week/month), and for frequent objectives (e.g., accessing a dropped item, opening a drawer), use 90% threshold (e.g., retrieving a dropped item 9 of 10 items on first cue/command per hour/day/week, etc.). The contract must specify objective methods to record behaviors (e.g., mall receipts, bodycam recording of opening drawer, logbook entries by a third-party); and
- 2.9.7. be modified or revised if the needs/wishes of the SM or veteran change, as practicable. Training must continue until performance criteria has been met for each objective.

CANINE CARE

- 3.1. Maintain records of adequate grooming practices:
 - 3.1.1. Bathing (depending on coat type, health, and lifestyle; consult veterinarian for frequency);
 - 3.1.2. Brushing coat and providing dematting and deshedding treatments (consult veterinarian for frequency);
 - o 3.1.3. Eye cleaning with every bath and with any noticeable discharge;
 - o 3.1.4. Ear cleaning every month;
 - o 3.1.5. Nail trimming every month;
 - o 3.1.6. Hair trimming (consult veterinarian for frequency);
 - o 3.1.7. Teeth brushing at least 3-4 times a week; and
 - 3.1.8. Anal sacs inspection (consult veterinarian if noticing scooting, licking, or scratching of anus).
- 3.2. Maintain canines on standard anti-parasitic medication, and document when the medication was administered.
- 3.3. Microchip the canine and enroll microchip in the national registry. If history is unknown, scan canines for microchips.
- 3.4. Maintain records of adequate water and food provisions (consult 9 CFR § 3.9; 9 CFR § 3.10).
- 3.5. Maintain separate medical and husbandry records for each dog. Records must denote the dog's name, microchip #, and date of assessment on each record page or image.

FACILITY

- 4.1. Meet minimum kennel physical dimensions requirements per 9 CFR 3.6 and 9 CFR 3.8, if appropriate.
- 4.2 Provide canines with a safe indoor and outdoor environment including, but not limited to, lack of harmful substances/items, no sharp points or edges, and excessive rust (consult 9 CFR § 3.1-3.4, 9 CFR § 3.6, as appropriate).
- 4.3. Keep records of target and actual ventilation, temperature, humidity, and sanitation parameters (consult 9 CFR § 3.2(a)(b); 9 CFR § 3.11).

TESTS, INSPECTIONS, AND CERTIFICATIONS

- 5.1. Train canines to pass obedience and public access tests.
- 5.2. All SM and veterans must pass a public access test prior to graduation, even if the service dog is already proficient.
- 5.3. All SMs and veterans must pass an obedience test If the SM, or veteran, and dog train together from day 1. Regardless, it is recommended that SMs and veterans pass an obedience test prior to the public access test, even if the dog is already proficient.

- 5.4. Internal, or "in-house", tests may not be used. Instead, organizations must use external published tests (e.g., AKC CGC, Pet Partners PPST & PPAT, ADI PAT, AKC CGCU, PSDP PAT).
- 5.5. Test-specific policies and procedures must be adhered to.
- 5.6. Tests must be administered, graded, and certified by test-specific evaluators (e.g., AKC evaluator, ADI trainer).
- 5.7. If specific evaluators are not required (e.g., PSDP PAT), organizations must use external NADOI or CCPDT evaluators.
- 5.8. SMs or veterans must be provided with official training logs, test results, ID, and certificates (when possible).
- 5.9. Although not required, it is recommended to provide SMs or veterans with a video recording of tests (e.g., obedience and public access).
- 5.10. Conduct a routine local veterinarian health screening at least annually until graduation. The screening must include, at minimum, heartworm, parasite, and physical exams. All canines must remain free of medical conditions that could impact their working life prior to graduation.
- 5.11. Conduct, at least, one home inspection prior to accepting the SM or veteran into the program. The purpose of this visit it to:
 - 5.11.1. Assess suitability of indoors and outdoors environment (Consult 9 CFR § 3.1-3.4, 9 CFR § 3.6, as appropriate);
 - 5.11.2. "Canine-proof" the household for safety (consult 9 CFR § 3.1-3.4, 9 CFR § 3.6, as appropriate). Any remedial action must be recorded and addressed prior to matching;
 - 5.11.3. Identify and evaluate household members (e.g., adults, children under 10). If a child in the home is less than 10 years of age, SM or veteran and substitute caregiver (see section 6.1) must be taught dog bite prevention (see AVMA) before matching;
 - o 5.11.4. Identify and evaluate pets in the household; and
 - 5.11.5. Identify and evaluate physical environment related to impairment (staircase gradient, drawer dimensions, switches [toggle, rocker, slider, push-button], distance and transportation options to mall), as appropriate.
- 5.12. Conduct, at least, one home inspection between 6 and 12 months after graduation to assess changes in living conditions. Note. 2023-2024 Awardees are required to implement and evaluate this best practice, others are required to evaluate, but not implement this best practice.
- 5.13. At least two home inspections, 6 and 12 months after graduation, if a child in the home is less than 10 years of age. Inspector must look for indicators of canine stress when a child is present and instruct the family on how to monitor canine behavior. Note. 2023-2024 Awardees are required to implement and evaluate this best practice, others are required to evaluate, but not implement this best practice.
- 5.14. Requiring SMs or veterans to complete annual refreshers to maintain and improve knowledge, skills, and abilities. Refreshers must include a pass/fail performance criteria. Note. 2023-2024 Awardees are required to implement and evaluate this best practice, others are required to evaluate, but not implement this best practice.
- 5.15. Requiring any staff recognized as trainers to hold any industry-recognized training certificate (e.g., ABC, CCPDT, NADOI, IACP). Note. 2023-2024 Awardees are required to implement and evaluate this best practice, others are required to evaluate, but not implement this best practice. 5.16. Requiring trainers to complete continuing education credits or annual refreshers with a pass/fail criteria.
- 5.17. Requiring SMs or veterans to participate in annual public access test recertifications. Note. 2023-2024 Awardees are required to implement and evaluate this best practice, others are required to evaluate, but not implement this best practice.5.18. Develop, or use existing, empirical tests to verify that SM, veteran, and canine accomplish learning modules and associated tasks. These tests must be identified prior to training. For example, what is the empirical proof that the canine can reliably turn a light switch on/off or that the SM or veteran mastered the legal aspects of service dogs? For the SM or veteran, these tests must be included in the "treatment" contract. For the canine tasks, these tests must be recorded in the canine training logs.

TRAINING

- 6.1. Identify a substitute caregiver prior to matching. This caregiver must be trained in basic dog care, must be able to routinely monitor the SM/veteran and service dog, and assist the SM or veteran during the training and aftercare.
- 6.2. Develop continuing education and refresher training for SMs, veterans, and trainers.
- 6.3. Keep records of canine socialization to adults and children, other animals, sounds, and a variety of environments. At minimum, record type of socialization, and outcome.

- 6.4. Train canines to pass an obedience certification test. If SM/veteran and dog train together from day 1, both dog and SM must pass the test.
- 6.5. Train canine and SM or veteran to pass a public access test.
- 6.6. Train canine and SM or veteran to pass elective certifications, as needed (e.g., canine CPR).
- 6.7. Require SMs and veterans to successfully complete a classroom phase (see Enclosure). This "probation" phase permits a more accurate evaluation of training commitment and aptitude. This phase must be offered prior to interacting with canines, unless SMs or veterans use their own dog.
- 6.8. Train SM or veteran on "treatment" contract outcome objectives until performance criteria is met (see section 2.9).
- 6.9. Train canine on tasks that enable SM or veteran "treatment" contract outcome objectives until performance criteria is met:
 - 6.9.1. Identify canine tasks that enable SM or veteran objectives;
 - 6.9.2. Set observable and quantifiable performance criteria for each canine task. For example, if the objective is waking up to work at 0700, five days a week, the dog must wake up the SM or veteran by licking the face in response to an alarm clock 90% of the time over a one-month period. The training logs must specify objective methods to record behaviors (e.g., observer, video recording);
 - 6.9.3. Training logs must connect dog tasks with SM or veteran objectives. List enabler task(s) for each objective. Example of enabler tasks for going out to the mall may include: assist with position changes, provide momentum up hill, blocking, carry grocery bag, retrieve dropped items, retrieve item from shelf, find car, and unload grocery items;
 - o 6.9.4. Training logs must record the performance criteria for each task; and
 - o 6.9.5. Training logs must record the date in which each performance criteria was met.
 - Note: SM or veteran and dog performance criteria are independent from one another. For example, the dog may reliably respond to a blocking command 90% of the time, but the SM or veteran is not able to visit the mall three times per week;
- 6.10. Train canine to perform tasks in a nonintrusive, or damaging, manner to people, other animals, and the physical environment. For example, the dog should not scratch a wall surface in an attempt to turn a light switch on or off.
- 6.11. Develop a training course syllabus. At minimum, the syllabus must include:
 - 6.11.1. Required reading material;
 - o 6.11.2. Course content;
 - o 6.11.3. Outcome objectives and performance criteria;
 - o 6.11.4. Average minimum amount of independent, out-of-class, learning expected per week;
 - o 6.11.5. Learning Objectives;
 - o 6.11.6. Grading;
 - 6.11.7. Important contacts; and
 - 6.11.8. Aftercare and follow-up.
 - Note: The syllabus describes the curriculum for all students, it is not specific to the needs of a particular SM or veteran. The specific needs of the SM or veteran are addressed in the Advanced Phase of training (see Addendum).
- 6.12. Maintain detailed training logs for both canine and SM/veteran. At minimum, record "treatment" contract outcome objective(s) or enabler task(s), performance criteria, duration, and outcome of training.

APPENDIX B SITE VISIT CONSENT FORM



Wounded Warrior Service Dog Program (WWSDP)

Henry Jackson Foundation for the Advancement of Military Medicine, Inc.

Dear Wounded Warrior Service Dog Program (WWSDP) Applicant,

Thank you for your interest in the 2025 WWSDP grant. The grant Period of Performance is projected to be 1 January 2025 – 31 December 2025. Your consent is being sought for a scheduled site visit of your facility. As outlined in the National Defense Authorization Act (NDAA) for Fiscal Year 2024, the WWSDP uses a competitive process to select nonprofit organizations for award. This selection process uses the same requirements for all applicants in order to promote a fair and equitable funding opportunity. The Uniformed Services University (USU) partnered with the Henry Jackson Foundation for the Advancement of Military Medicine, Inc. (HJF) in order to provide better WWSDP program management, stewardship, and support.

An important part of being a good steward is to maintain compliance with the proposed expansion of the WWSDP, as outlined in H.R.2670 (118th Congress). To that end, HJF must assess: a) The merits of the application submitted; b) Whether, and to what extent, there is demand by covered members or covered veterans for assistance dogs provided by the eligible entity desiring such grant; c) The capacity and capability of such eligible entity to raise and train assistance dogs to meet such demand; and d) Plans, designs, or programs to furnish assistance dogs to covered members and covered veterans, or any combination thereof.

An important component of the application process is a site visit, in accordance with 89 FR 30046 (§ 200.329; § 200.332). To that end, one purpose for the site visit is to hear and address concerns or questions about the award process. A secondary reason is to assess your aptitude to successfully meet the requirements of the WWSDP. The site visit will be conducted by the WWSDP Project Manager, Principal Investigator, and/or a Veterinarian or Kennel Technician.

The length of the site visit may not exceed four hours and site evaluators will make every effort to accommodate your schedule. The exact length of the visit depends on your needs and availability. Since this site visit is conducted prior to the release of funding, expenses or labor time associated with this site visit are out-of-pocket and non-reimbursable. The decision to consent to this site visit is completely voluntary on your part which means you do not have to agree if you do not want to. You may also retract your consent and cancel the site visit any time. If you choose not to agree to a site visit, or if you cancel the site visit before it is conducted, there will be no penalty or loss of benefits to which you are otherwise entitled.

We look forward to meeting you and your team and hope to answer your questions regarding the upcoming 2025 WWSDP.

Consenting Signature from Organization	Date

APPENDIX C

HJF Terms and Conditions

Attachment Additional PTE Terms and Conditions

- 1. Dispute Resolution. In the event any controversy, claim, dispute, difference, or misunderstanding arises out of or relates to this Subaward (a "Dispute"), the Subrecipient and the PTE will attempt in good faith to amicably resolve such Dispute. If the parties are unable to resolve the Dispute within sixty days, each party will prepare a written position statement summarizing the unresolved issues and such party's proposed resolution. These position statements will be delivered to the designated senior officers of each party, who will then attempt to resolve the Dispute. If after thirty days following the submission of such position statements the parties continue to be unable to resolve the Dispute, either party may commence an action in a court of competent jurisdiction. Subrecipient agrees that the Maryland courts sitting in Montgomery County, Maryland and the appropriate appellate courts therefrom shall have jurisdiction to resolve Disputes.
- 2. Governing Law. This Subaward shall be governed by the laws of the State of Maryland, United States of America, exclusive of the choice of laws rules thereof, but giving due regard to U.S. Federal laws and regulations governing the interpretation of Federal grants and contracts.
- 3. Insurance. All work to be performed under this Subaward will be performed entirely at the Subrecipient's risk. In addition to any insurance coverages expressly required under this Subaward, the Subrecipient shall secure and maintain in full force and effect during the term of this Subaward (and following termination to cover any claims arising from this Subaward) commercially reasonable insurance coverages (or self-insurance retention) in such amounts and subject to such limitations as appropriate for the work performed hereunder. Such insurance policies shall name the PTE as an additional insured with respect to work performed under this Subaward. It should be expressly understood, however, that the coverages required under this section shall not in any way limit the liability of Subrecipient. Subrecipient agrees to furnish evidence of Subrecipient's insurance coverages at the PTE's request.
- 4. Limitation of Liability. IN NO EVENT WILL THE PTE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS SUBAWARD EVEN IF PTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5. Indemnification. Subrecipient agrees to indemnify, defend, and hold the PTE, its officers, directors, employees, and agents harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, and expenses (including, without limitation, personal injuries, property damage, and reasonable attorney's fees), to the extent that such losses, liabilities, demands, suits, judgments, claims, and expenses arise out of or result from the negligent or intentional acts or omissions of Subrecipient, or of its officers, directors, employees or agents, in performing its obligations under this Subaward.
- 6. U.S. Government Personnel. PTE and U.S. Government personnel are engaged in active collaboration for the medical research program funded by the Federal Award. For the avoidance of doubt, it is understood and agreed by Subrecipient that U.S. Government personnel are not employees, agents, or representatives of the PTE and shall have no authority to legally bind PTE for any purpose.
- 7. Publications. It is understood that the research to be performed under the Subaward statement of work is part of a collaborative research project with other institutions and that Subrecipient's Project Director will be free to publish the results of his or her part of the research in collaboration with other investigators at other sites in this study. The Subrecipient agrees to submit a copy of any manuscript and/or abstract to the PTE Administrative Contact for review and comment thirty (30) days prior to its submission for publication. Subrecipient agrees to give the review comments serious consideration prior to publishing. In the event the PTE notifies Subrecipient that it intends to seek patent protection for material contained in a proposed publication, the time

within which PTE shall provide Subrecipient its revisions and/or deletions to a proposed publication shall be extended by an additional ninety (90) days.

In all publications, Subrecipient shall acknowledge the support of the Awarding Agency, in accordance with the terms of the Federal Award, and the PTE's direction, as appropriate.

8. Confidentiality. In the performance of this Subaward, both parties may find it necessary to disclose information that the disclosing party deems to be proprietary and confidential ("Confidential Information"). All such information shall be reduced to writing and marked "Confidential" and, if disclosed orally, shall be reduced to writing and marked "Confidential" within thirty (30) days of disclosure. For purposes of this clause, "reduced to writing" includes documentary (paper) and machine readable (electronic) formats. Except as otherwise provided in this Subaward, for a period of five (5) years after the date of such disclosure, the receiving party shall maintain the confidentiality of such Confidential Information and shall use it solely for the purposes of this Subaward. The receiving party shall use the same degree of care as it uses to protect its own confidential and proprietary information of a similar nature, but no less than a reasonable degree of care.

The following types of information shall not be considered Confidential Information:

- A. Information which is or becomes publicly known through no fault of the receiving party;
- B. Information learned from a third party entitled to disclose it;
- C. Information already known to or at any time developed by a party independent of any disclosure by the other party; or
- D. Information a party is obligated to produce or disclose pursuant to an order of a court of competent jurisdiction or a facially valid administrative, Congressional, or other subpoena, provided that the party is subject to the order or the subpoena.

The limitations on disclosure and use of Confidential Information shall survive the expiration or termination of this Subaward.

9. HIPAA Privacy. Subrecipient shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") any applicable regulations such as DoD 6025.18-R and DoD 8580.02-R, as amended, and with the following provisions applicable to the disclosure of Protected Health Information to the Subrecipient under this Subaward. Data and security breaches need to be reported to HJF HIPAA Privacy Officer within 24 hours at 240-694-2067 or mspevak@hif.org.

A. It is likely that the source of the Protected Health Information disclosed to Subrecipient will be the U.S. Government. (In the event that the source of, or the entity responsible for the protection of, Protected Health Information is the PTE, the following provision is amended by substituting the word "PTE" for the word "Government.")

(i) Definitions. As used in this clause:

"Government" means the United States Government.

"Individual" has the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Electronic Protected Health Information" has the same meaning as the term "protected health information" in 45 CFR 160.103,

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

"Protected Health Information" has the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by the Subrecipient from or on behalf of the Government.

"Required by Law" has the same meaning as the term "required by law" in 45 CFR 164.103.

"Secretary" means the Secretary of the Department of Health and Human Services or his/her designee.

"Security Rule" means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162, and part 164, subpart C.

Terms used in this provision, but not otherwise defined in this Subaward, shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304 and 164.501.

- (ii) The Subrecipient agrees not to use or further disclose Protected Health Information other than as permitted or required by the Subaward or as Required by Law.
- (iii) The Subrecipient agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Subaward.
- (iv) The Subrecipient agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Subaward.
- (v) The Subrecipient agrees to mitigate, to the extent practicable, any harmful effect that is known to the Subrecipient of a use or disclosure of Protected Health Information by the Subrecipient in violation of the requirements of this Subaward. If applicable, these mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at: https://www.health.mil/Military-Health-Topics/Privacy-and-Civil-Liberties/Breaches-of-PII-and-PHI
- (vi) The Subrecipient agrees to report to the Government any security incident involving protected health information of which it becomes aware.
- (vii) The Subrecipient agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Subaward.
- (viii) The Subrecipient agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Subrecipient on behalf of the Government, agrees to the same restrictions and conditions that apply through this Subaward to the Subrecipient with respect to such information.
- (ix) The Subrecipient agrees to ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.
- (x) To the extent applicable, the Subrecipient agrees to provide access, at the request of the Government and in the time and manner designated by the Government, to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (xi) To the extent applicable, the Subrecipient agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or

agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

- (xii) The Subrecipient agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Subrecipient on behalf of the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner reasonably designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.
- (xiii) The Subrecipient agrees to document any such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (xiv) The Subrecipient agrees to provide to the Government or an Individual, in the time and manner designated by the Government, information collected in accordance with this Subaward, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

B. General Use and Disclosure Provisions

Except as otherwise limited in this Subaward, the Subrecipient may use or disclose Protected Health Information on behalf of, or to provide services to, the PTE and the Government for the purposes set forth in the statement of work, if such use of Protected Health Information would not violate the HIPAA Privacy Rule, the HIPAA Security Rule, or DoD 6025.18-R or DoD 8580.02-R if done by the Government.

C. Specific Use and Disclosure Provisions

- (i) Except as otherwise limited in this Subaward, the Subrecipient may use Protected Health Information for the proper management and administration of the Subrecipient or to carry out the legal responsibilities of the Subrecipient.
- (ii) Except as otherwise limited in this Subaward, the Subrecipient may disclose Protected Health Information for the proper management and administration of the Subrecipient or to carry out the legal responsibilities of the Subrecipient, provided that disclosures are required by law, or the Subrecipient obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Subrecipient of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) Except as otherwise limited in this Subaward, the Subrecipient may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (iv) Subrecipient may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

D. Provisions to Inform the Subrecipient of Privacy Practices and Restrictions

(i) Upon request the Government shall provide the Subrecipient with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

- (ii) The Government may provide the Subrecipient with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Subrecipient's permitted or required uses and disclosures.
- (iii) The Government may notify the Subrecipient of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

E. Permissible Requests of the Subrecipient

The Government shall not request the Subrecipient to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Privacy Rule, the HIPAA Security Rule, or any applicable Government regulations (including without limitation, DoD 6025.18-R and DoD 8580.02-R) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Subrecipient as otherwise permitted by this clause.

F. Termination

- (i) Termination. A breach by the Subrecipient of this clause may subject the Subrecipient to termination of this Subaward.
- (ii) Effect of Termination.
 - (a) If this Subaward has any records management requirements, the records subject to this clause should be handled in accordance with the records management requirements. If this Subaward does not contain any records management requirements, the records should be handled in accordance with paragraphs (b) and (c) below
 - (b) If this Subaward does not have records management requirements, except as provided in paragraph (c) of this section, upon termination of this Subaward, for any reason, the Subrecipient shall return or destroy all Protected Health Information received from the Government, or created or received by the Subrecipient on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Subrecipient. The Subrecipient shall retain no copies of the Protected Health Information.
 - (c) If this Subaward does not have records management provisions and the Subrecipient determines that returning or destroying the Protected Health Information is infeasible, the Subrecipient shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Subrecipient that return or destruction of Protected Health Information is infeasible, the Subrecipient shall extend the protections of this Subaward to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Subrecipient maintains such Protected Health Information.

G. Miscellaneous

(i) Regulatory References. A reference in this clause to a section in the Privacy Rule, the Security Rule, DoD 6025.18-R, or DoD 8580.02-R means the section as in effect or as amended, and for which compliance is required.

- (ii) Survival. The respective rights and obligations of Subrecipient under the "Effect of Termination" provision of this clause shall survive the termination of this Subaward.
- (iii) Interpretation. Any ambiguity in this clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule, the Security Rule, DoD 6025.18-R, and DoD 8580.02-R, as applicable.
- 10. Survival. The terms and conditions specified under this Attachment 5 shall survive the expiration or termination of this Subaward. In addition, all other Subaward terms and conditions that by their nature are intended to extend beyond the expiration or termination of this Subaward, shall also survive the expiration or termination of this Subaward.
- 11. Export Control. Subrecipient understands and acknowledges that the PTE is subject to various national security and export control laws and regulations including, but not limited to, the Traffic in Arms Regulations and the Export Administration Regulations that prohibit or restrict the export or diversion of certain controlled information and materials. Thus, in the performance of this Subaward, the Subrecipient agrees that it will comply with all applicable U.S. laws, regulations, Executive Orders and U.S. Department of Defense policies concerning the use, handling, and dissemination of controlled information and materials. Nothing in this Subaward shall be construed to permit any dissemination of controlled information or materials in violation thereof.

12. Equal Opportunity

Subrecipient agrees that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

13. General Data Protection Regulation (GDPR). RESERVED

14. Cyber Security Risk Assessment. Subrecipient acknowledges and agrees that, due to the nature of the products and/or services being provided hereunder, HJF may conduct a risk assessment of Subrecipient's cybersecurity posture to ensure protection of HJF's and its customers' assets on an annual basis. Such risk assessment shall be comprised of industry standard controls using HJF's defined methodology. Subrecipient agrees to cooperate with HJF to timely provide the information necessary to conduct this assessment, and shall thereafter work in good faith with HJF's Global Information Security (GIS) organization to promptly address (e.g., through mitigation plans) any gaps in Subrecipient's cybersecurity risk governance practices. Subrecipient shall provide access to the appropriate subject matter experts to serve as HJF's point of contact for cybersecurity issues to answer any questions HJF may have related to the assessment, and will notify HJF promptly in the event it becomes aware of any instance of noncompliance with the provided responses.

Subrecipient shall notify HJF of any unauthorized, or reasonably suspected unauthorized, disclosures and data security or privacy breaches relating to any information of any nature whatsoever provided by, or related to, HJF or HJF's customers or other data subjects

(collectively, "HJF Information"), within three (3) business days or such shorter notice period as required by applicable state, federal laws or regulations, and international laws or regulation.

Upon reasonable advance notice and during regular business hours, Subrecipient shall permit HJF to audit its cybersecurity practices, including through onsite assessments, for the limited purpose of confirming Subrecipient's compliance with appropriate cyber security controls relative to protection of HJF Information.

Following termination or expiration of this agreement, Subrecipient shall destroy all HJF Information in its possession or control, using industry standards so that it can never be recovered by any means. In addition, HJF Information must be destroyed prior to the disposal or de-acquisition of paper files, hardware or electronic storage devices that may have contained HJF Information (this includes but is not limited to disk arrays, printers, copiers, fax machines, removable media, and backup tapes).

. Material Transfer (*** If applicable – If NOT applicable, RESERVE)

(a) Definitions:

- a. ORIGINAL MATERIAL: The description of the material being transferred to Subrecipient will be specified in the SOW.
- b. MATERIAL: ORIGINAL MATERIAL, PROGENY, and UNMODIFIED DERIVATIVES. The MATERIAL shall not include: (a) MODIFICATIONS, or (b) other substances created by the Subrecipient through the use of the MATERIAL which are not MODIFICATIONS, PROGENY, or UNMODIFIED DERIVATIVES.
- c. PROGENY: Unmodified descendant from the MATERIAL, such as virus from virus, cell from cell, or organism from organism.
- d. UNMODIFIED DERIVATIVES: Substances created by the Subrecipient which constitute an unmodified functional subunit or product expressed by the ORIGINAL MATERIAL. Some examples include: subclones of unmodified cell lines, purified or fractionated subsets of the ORIGINAL MATERIAL, proteins expressed by DNA/RNA supplied to Subrecipient, or monoclonal antibodies secreted by a hybridoma cell line.
- e. MODIFICATIONS: Substances created by Subrecipient which contain/incorporate the MATERIAL.
- f. DELIVERABLES: DELIVERABLES shall mean the results, documents, tangible materials (if any) as described in the SOW and all other work product generated by Subrecipient for HJF under the Subaward.
- (b) Terms and Conditions regarding Material Transfer:
 - a. Subrecipient will be provided ORIGINAL MATERIAL in connection with the performance of Subrecipient's obligations under the Subaward.
 - b. The owner of ORIGINAL MATERIAL retains ownership of the MATERIAL, including any MATERIAL contained or incorporated in MODIFICATIONS. This Subaward does not transfer the ownership of MATERIAL to Subrecipient.
 - c. HJF retains ownership of: (a) MODIFICATIONS (except that, the owner of ORIGINAL MATERIAL retains ownership rights to the MATERIAL included therein), and (b) those substances created through the use of the MATERIAL or MODIFICATIONS, but which are not PROGENY, UNMODIFIED DERIVATIVES or MODIFICATIONS

- (i.e., do not contain the ORIGINAL MATERIAL, PROGENY, UNMODIFIED DERIVATIVES).
- d. The Subrecipient agrees that the MATERIAL: (a) is to be used solely for the purpose of the Subaward and for no other purposes; (b) is to be used only at the Subrecipient's facilities; and (c) will not be transferred to any third party not listed in the SOW or without HJF's permission.
- e. Subrecipient acknowledges that the MATERIAL/use of MATERIAL is or may be the subject of a patent application. Except as provided in this Subaward, no express or implied licenses or other rights are provided to the Subrecipient under any patents, patent applications, trade secrets or other proprietary rights to the MATERIAL or the use of the MATERIAL.
- f. Subrecipient shall store all MATERIAL received and DELIVERABLES manufactured (if any) pursuant to this Subaward in its facilities in a secure area and compliant with all applicable U.S. and local laws and any specific instructions provided by HJF in the SOW, if any.
- g. Upon termination, expiration or completion of the SOW, Subrecipient shall contact HJF for instructions regarding the shipping, continued storage or destruction of DELIVERABLES.
- h. Any MATERIAL delivered pursuant to this Subaward is understood to be experimental in nature and may have hazardous properties. HJF MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
- i. Subrecipient agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines such as, for example, those relating to research involving the use of animals or recombinant DNA. If the MATERIAL includes human samples within the meaning of 45 C.F.R. Part 46, Subrecipient further agrees that the performance of the SOW will conform to applicable U.S. federal laws and regulations involving the use of human samples.
- j. Unless expressly authorized in the SOW, Subrecipient will not be provided with personally identifiable information or the code to personally identifiable information with the MATERIAL. However, if Subrecipient accidentally receives personally identifiable information, Subrecipient agrees to immediately delete or destroy personally identifiable information and inform HJF.
- k. After the termination or expiration of the Subaward, unused MATERIAL will be destroyed or returned to HJF by the Subrecipient or handled in a manner as directed by HJF.
- 16. *****ONLY REQUIRED IF FLOWED DOWN FROM PRIME AWARD REMOVE IF NOT FLOWED DOWN*******TikTok Rule FAR 52.204-27, is a new statutory requirement that bans the TikTok app from devices used in the performance of federal government contracts. This clause is effective immediately and applies to all contracts, including contracts at or below the simplified acquisition threshold, contracts for commercial products (including commercially available, off-the-shelf items), and contracts for commercial services. The TikTok Clause also flows down to all subcontracts/subawards.