
GRANT APPLICATION SUMMARY SHEET

Grant Name: 2024 VOCA - Law Enforcement Victim Coordinator 24
Department: POLICE DEPARTMENT
Grantor: U.S. DEPARTMENT OF JUSTICE
Pass-Through Grantor (If applicable): STATE OF TN OJCP
Total Applied For: \$474,455.00
Metro Cash Match: \$0.00
Department Contact: Michael Park
862-7077
Status: CONTINUATION

Program Description:

Vast majority of funding will be used to pay for salaries for one Police Counselor II, one Advocate Specialist and 4 Outreach Advocates. The remaining amount will be used towards supplies and travel.

Plan for continuation of services upon grant expiration:

Project is totally grant funded and will cease upon expiration of the grant.

APPROVED AS TO AVAILABILITY OF FUNDS:

APPROVED AS TO FORM AND LEGALITY:

Kelly Flannery/mfw

Director of Finance

4/20/2023 |

Date

8:42 AM CDT
Courtney Mohan

Metropolitan Attorney

4/20/2023 | 12:23 PM CD

Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb

Director of Risk Management Services

4/20/2023 | 1:10 PM CDT

Date

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact		Phone	Fax		
POLICE DEPARTMENT	031	Michael Park		862-7077	880-3077		
Grant Name:	2024 VOCA - Law Enforcement Victim Coordinator 24						
Grantor:	U.S. DEPARTMENT OF JUSTICE		Other:				
Grant Period From:	07/01/23	<small>(applications only) Anticipated Application Date:</small>		04/10/23			
Grant Period To:	06/30/24	<small>(applications only) Application Deadline:</small>		04/10/23			
Funding Type:	FED PASS THRU	Multi-Department Grant		<input type="checkbox"/>	If yes, list below.		
Pass-Thru:	STATE OF TN OJCP	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$474,455.00			
Status:	CONTINUATION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	16.575	Is Council approval required?		<input type="checkbox"/>			
Project Description:	Vast majority of funding will be used to pay for salaries for one Police Counselor II, one Advocate Specialist and 4 Outreach Advocates. The remaining amount will be used towards supplies and travel.						
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Project is totally grant funded and will cease upon expiration of the grant.							
How is Match Determined?							
Fixed Amount of \$		or	% of Grant		Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?			Fund	Business Unit			
Is not budgeted?			Proposed Source of Match:				
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		6.00	Actual number of positions added:				
Departmental Indirect Cost Rate		31.20%	Indirect Cost of Grant to Metro:		\$148,030		
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.	0.0%	Ind. Cost Requested from Grantor:			
				\$0.00 in budget			
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY24	\$474,455.00	\$0.00	\$0.00	\$0.00		\$0.00	\$474,455.00	\$148,030.00	\$0.00
Yr 2	FY__								\$0.00	\$0.00
Yr 3	FY__								\$0.00	
Yr 4	FY__									
Yr 5	FY__									
Total		\$474,455.00	\$0.00	\$0.00	\$0.00		\$0.00		\$148,030.00	\$0.00
Date Awarded:		Tot. Awarded:		Contract#:		Z16GHS237				
(or) Date Denied:		Reason:								
(or) Date Withdrawn:		Reason:								

Contact:

juanita.paulsen@nashville.gov
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GCP Received
04/14/2023

GCP Approved
04/18/2023



Scope of Services/Project Narrative

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

The 2022 personal crime statistics reported by Metropolitan Nashville Police Department (MNPD) were: murder 112, forcible rapes 521, Robbery 1,464, aggravated assault 6965, and domestic violence reported incidents 25,067. Nashville's UCR statistics for violent crimes in 2022 compared to UCR statistics for violent crimes 2021 increased from 8619 to 9015, slightly more than a 5% increase. UCR statistics include homicides, rapes, aggravated assault, and robberies. In 2023 five homicides were reported in the first five days of the year and between March 17 to March 27, 2023, the following homicides, attempted murder, and fatal hit and runs occurred:

March 17 Homicide and Attempted Murder

March 22 Fatal Hit and Run

March 23 DV Homicide

March 23 Homicide in convenience store

March 24 DV Double Shooting/Attempted Murder

March 27 MV 3 children and 3 adults killed, and 2 children injured / Covenant School

The 2020 U S census showed Nashville's population to be 689,447 and it was estimated to be 703,953 in 2021, and 715,913 in 2023. The Metropolitan Statistical Area (MSA), which is comprised of Davidson County and 13 other counties estimated population is 2.1 million. Nashville is racially, ethnically, and religiously rich in diversity. The racial makeup of Nashville is 62.3% White, 56.2% Non-Hispanic, 27.7% African American, 10.4% Hispanic/ Latino, 3.9% Asian, .5% American Indian, and .1% Native Hawaiian and Pacific Islander. The foreign-born population tripled between 1990 and 2000 (12,662 to 39,597) and has nearly doubled over the last decade. In 2017 it was estimated the Nashville Metro area was home to 139,703 immigrants. The Nashville Metropolitan Language Access Guide states the foreign-born population in Davidson County has doubled in the past 15 years and in 2108 the foreign-born population was 13.9 percent of Nashville's population. Individuals come to Nashville to live from all over the world. The greatest share of foreign-born, 44.2% are from Latin America, followed by 30.4% from Asia, and 15.3% from Africa. Nashville's largest immigrant and refugee populations are Kurdish (11,000 and the largest Kurdish community in the United States), Mexican, Vietnamese, Laotians, Arabs, and Somalis. Nashville is a new home to many other refugees/immigrants- most recently from Afghanistan and Ukraine. Within Metropolitan Nashville Public Schools, students speak more than 100 languages and nearly a third (30%) speak a language other than English at home. Spanish and Arabic are the two most spoken languages after English in Nashville.

The number of Hispanic/Latino survivors provided services by FIP's VOCA staff has increased by over 335% since 2014, serving 1074 Hispanic crime victims in FY22. FY 24 we plan to continue our outreach to immigrant and refugee populations knowing it effective given the 2013 NIWAP (National Immigrant Women's Advocacy Project) survey results. The survey found Latino Immigrant crime victims (domestic violence & sexual assault) did not report or did not follow through with investigations because of language barriers-LEP, fear of deportation, lack of knowledge of legal system, and did not trust police/prosecutors would help them. Barriers which

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mirrored those in the NIWAP report for refugee and immigrant crime victims in Nashville have been missing and/or inaccurate information on police reports, limited or no contact with investigating officer and district attorneys (non-bilingual). Additional barriers these communities experienced were unqualified interpreters, biases, generalize what was said, or left out information in the translation/interpretation. The last factor was many Latino female victims of sexual assault are uncomfortable with a male interpreter, which influenced what was reported.

The NIWAP survey also looked for factors influencing LEP immigrant victims' reporting crimes. The top four factors were: concerned about children's safety (41%), Severity of the abuse (30%), victim knows another victim who was helped (25.2%), and **advocate working with police (25.2%)**. The last two influences are additional factors which support our project- advocates working with police and assisting LEP immigrant victims.

FIP has utilized the information from the NIWAP survey in addition to knowledge gained and lessons learned from ethnic communities/leaders in Nashville to design and implement the specialized services for refugee and immigrant crime victims. Additional barriers identified:

- Crime victim resources may not have been available in their countries of origin, so victims simply do not know they exist.
- The actual or perceived lack of linguistically and culturally accessible crime victim services. Need equal access to services that are respectful of cultural values.
- Lived experiences. Immigrant and refugee communities may be afraid of police or government agencies that are based in their lived experiences with authorities in their country of origin, anti-immigrant refugee rhetoric and abuse in the U.S., and word-of-mouth experiences from others in their community.
- Victims may not want their offender to be deported for many reasons including dangers to the offender in their home country, fear of retaliation from their offender's family, backlash from shared community, fear that family in their home country could be targeted by offender once deported, or offender is family member or partner.
- International relocation exposure increases refugee and immigrant women's vulnerabilities to violence, their trauma from victimization may predate their entry into the US (Such as having been victimized during war or during border crossing), and they are generally more isolated and may be actively targeted by aggressors who see them as socially and legally vulnerable.

Since the inception of the Refugee Outreach Advocate Specialist position (June 2018), victims from 30 different countries (Afghanistan, Albania, Bangladesh, Burma-Myanmar, Cameroon, China, Congo, DRC, Egypt, Ethiopia, Eritrea, Ethiopia, India, Iran, Iraq, Japan, Jordan, Kurdistan, Laos, Nepal, Pakistan, Saudi Arabia, Somalia, South Korea, Sudan, Syria, Taiwan, Vietnam, Yemen, Congo) have received various direct services. During this same period, the Refugee Outreach Advocate Specialist has outreach to ethnic communities and leaders providing information on FIP, CJS, other crime victim services, hear unmet needs and introducing the refugee immigrant specialist. FIP needs to continue strengthening the trusting relationship that have developed in these communities and to develop additional relationships with other ethnic communities. This advocacy / outreach position has also provided cultural orientation and cultural responsiveness consultation for professionals in the CJS and non-profits serving victims of crime

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i.e., Davidson Co. District Attorney's Office, their Victim Witness Coordinators, YW DV program, End Slavery, MNPB Community Enhancement Officers, and the Family Safety Center staff and partners. All the activities listed above have been survivor driven and created to meet unmet needs of underserved populations

Nashville is very fortunate to have many specialized victim services available to crime victims. FIP collaborates and coordinates with many of these agencies on a regular basis (listed in the Collaboration Activities section) and are continuously adding to the list of agencies who we do collaborate. FIP services are provided to Davidson County residents who are crime victims- regardless of where the crime occurs, non-Davidson County residents when victimization occurs in Davidson County, and families who's loved one was a victim of homicide in Davidson County. Occasionally, FIP provides services to victims of crime from surrounding counties on an individual basis.

NEEDS STATEMENT: *All crime victims deserve access to comprehensive, victim-centered and trauma informed mental health, support, and advocacy services.*

FIP wants to continue addressing the following gaps: free and confidential services to **all** victims of crime regardless of age, sex, race, ethnicity, language, decision to prosecution and/or report to law enforcement), comprehensive language access, 24/7 crisis response availability, access to reach out to victims before they make the first call and providing services to male crime victims.

- Victims of robbery, aggravated assault, hit and run and survivors of homicide (co-victims) are often marginalized, lack resources, and are underserved. FIP is the only agency in Davidson County who provides direct services of therapy/counseling, advocacy, and case management to all crime victims. The exception to this is if there is an arrest, then the Davidson County District Attorney's or U.S. Attorney's Victim Witness Services will provide advocacy related to the criminal justice system.
- FIP prioritizes outreach to refugees and immigrants of violent crime because of the additional barriers such as lack of trust of law enforcement, less knowledge of the criminal justice system and community resources, very often less family support, i.e., family not residing in the United States, and because they do not speak English and or their first language is not English, and during traumatic events victims usually find it helpful if not essential to speak in their first language, even if they are bilingual.
- Over a 4-year period, MNPB's Family Intervention Program (FIP) provided services to crime victim from thirty different countries, speaking 36 different languages/dialects. (These numbers exclude countries, languages/dialects of clients served from Latin American countries). Professional telephonic interpretation was used in all cases
- FIP reaches out to ethnic communities to build relationship and provide them with information on FIP services and build trust and relationships before a victimization occurs.
- FIP has their general brochure available in print and online in 30 different languages and their robbery, and sexual violence, in the three most spoken languages in Nashville:

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English, Spanish, and Arabic. FIP homicide brochure is available in the three most spoken languages and Chinese.

- FIP police crisis counselors are on-call 24/7 for sworn to request their physical presence and crisis intervention services at crime scenes, police headquarters, hospitals, or at a staged family assistance center such as Woodmont Baptist Church where family of students and staff of Covenant's school were brought immediately after the mass shooting on March 27, 2023.
- FIP staff are civilian police employees and have access to contact information after a police report is filed. That information allows FIP to contact the victim directly. The outreach informs crime victims of FIP services, community services and very often crisis intervention
- In FY23, FIP VOCA staff provided services to 1074 unduplicated crime victims and 34% (369) were males. Hispanic males are often targeted, robbed, and sustain injuries because they are often paid cash, don't use banks, and are less likely to report victimizations.

Experiencing a crime can affect a person physically, psychologically, and financially. The type of victimization as well as internal, external factors unique to each survivor and their culture will influence how they and their loved ones are affected by the trauma. The crimes' characteristics and severity as well as the victims' pre-victimization characteristics and past trauma affects how a victim responds to the trauma, challenges, and adjusts after the victimization. How the criminal justice system reacts or is perceived to react and support (or not) can also influence the victim's level of distress and trauma. MNPB's Family Intervention Program (FIP) has always been committed to providing culturally responsive, trauma informed, comprehensive crime victim services and criminal justice system support / advocacy to all victims of crime.

There are core needs that most victims of crime have, and these are the services FIP wants to continue provide through a police crisis counselor and outreach advocate specialists:

- Counseling to address the trauma, grief, and loss, assisting survivors finding their resilience, and assisting them finding their new equilibrium in the aftermath of victimization.
- Provide Criminal Justice System (CJS) advocacy and information so survivors can make informed decisions and be prepared for CJS procedures and processes including parole hearings.
- Information and referral to other crime victim services survivors need and are beyond the scope of FIP services.
- Active Advocacy providing referrals/ information on community agencies/resources, case management as needed to ensure survivors' basic needs are met, assist with TNCIC application/appeals, assist with U Visa certification when applicable,

In addition, FIP wants to continue providing outreach, advocacy, support, and services often needed by survivors and especially underserved/special/vulnerable populations who have additional challenges in accessing services and processing the trauma. Meeting the needs of these victims is difficult when their access to rights and services is complicated by factors such as ethnicity, language barrier, cultural intolerance, disability, and/or lack of appropriate social support.

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Survivors in special/vulnerable/underserved populations often need an advocate to provide translation, interpretation, case management, court accompaniment, information/referral to community/CJS agencies, help reduce/eliminate barriers, and to be their liaison with law enforcement. FIP knows each underserved population is unique and therefore there is no universal formula to meet the needs of all the special population groups. Our plan is to meet needs of all crime victims by continuing to outreach to special populations, receiving feedback from the specific populations, improve our response protocol if needed, and to share our knowledge gained with other professional working with victims of crime (law enforcement, non-profits, and other governmental entities).

FIP's success has been possible by listening and learning from survivors. In doing so FIP was the founding program of the Season to Remember (1995)-remembering homicide victims during Christmas, Kwanzaa, and Hanukkah, (This ceremony was duplicated in part, as the name, by the Governor and First Lady of Tennessee in 2003 to begin a state-wide ceremony), assisted with the creation of the original Children's Memorial Garden honoring children who lives were ended through violence with the Nashville District Attorney's Office and TN MADD (1996). To our knowledge: first in Tennessee to provide therapy/support groups for co-victims (1989), bilingual co-victim therapy groups (2014), psychoeducational support group for Hispanic robbery victims (2016) and honor our Hispanic/Latino client's loved ones who were victims of homicide by co-creating an altar and placing framed photographs at Cheekwood's *El Día de los Muertos* celebration (2017).

PURPOSE:

FIP Mission: *To provide mental health services, support services, and criminal justice system advocacy whenever individuals, families, and or the community are affected by violent crime.*

FIP Vision: *For victims of violent crime to restore a sense of peace and balance in their lives after victimization.*

- Goal 1:** Improve crime victims' resiliency and ability to establish a new equilibrium in their lives after victimization.
- Objective 1.1:** Victim of crime will receive a sense of balance in their lives after receiving services.
- Objective 1.2:** Victims will increase their knowledge of normal trauma response and healthy coping skills related to their victimization.
- Goal 2:** Victims of crime will have the support, knowledge, and resources they need to recover from the victimization and to participate in the CJS.
- Objective 2.1:** Victims of crime will increase their knowledge of community services/support.
- Objective 2.2:** Victims of crime will increase their knowledge of the criminal justice system.
- Goal 3:** Special populations (underserved and/or vulnerable) will have an increased comfort level of participating within the criminal justice system and crime victim support services.

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Objective 3.1: Reduce or eliminate the unique barriers crime victims in underserved/vulnerable/special populations' encounter to receive their rights and services will be reduced or eliminated.

Objective 3.2: Increase knowledge of how a crime victim's culture and unique challenges influences participation within the CJS and victim services will be utilized to improve response protocols and services.

ACTIVITIES

Activities are what a project does with the inputs to fulfill its mission. This section should describe the planned activities, major interventions or program elements designed to accomplish the goals of the project. You should describe the activities to be employed by the project to achieve the desired results.

Goal 1: Improve crime victims' resiliency and ability to establish a new equilibrium in their lives after victimization.

Objective 1.1: Victim of crime will receive a sense of support and balance in their lives after receiving services.

Activities 1.1: Provide outreach, crisis intervention, follow up, and counseling for victims of crime.

Objective 1.2: Victims will increase their knowledge of normal trauma response and healthy coping skills related to their victimization.

Activities 1.2: Provide information / educate on knowledge of trauma reaction, self-care, and healthy coping skills

Goal 2: Victims of crime will have the support, knowledge, and resources they need to recover from the victimization and to participate in the CJS.

Objective 2.1: Victims of crime will increase their knowledge of community services/support.

Activities 2.1: Provide information on community services to assist individuals in having basic needs met.

Objective 2.2: Victims of crime will increase their knowledge of the criminal justice system and resources specifically available to victims of crime.

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Activities 2.2: Provide information on the CJS and crime victim services/resources and assist as a liaison with law enforcement as appropriate.

Goal 3: Special populations (underserved and/or vulnerable) will have an increased comfort level of participating within the criminal justice system and crime victim support services.

Objective 3.1 Reduce or eliminate the unique barriers crime victims in underserved, vulnerable, and special populations' encounter to receive their rights and services in the criminal justice system

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Activities 3.1: Outreach to underserved communities and offer education on victimization, their rights, and where to receive assistance.

Activities 3.2 As barriers/challenges are identified, determine the solution and/or accommodation.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

- All activities listed above should be included in the timeline below.
- List which specific staff position who will be responsible for the activity—do not list “all staff”
- List the date the activity will be completed—some activities may have a specific date like October 7, 2022, but other activities may occur quarterly, or daily, for example.
- Please additionally include information on oversight or project review such as a quarterly review of data by project leadership for the purposes of adjusting / enhancing services.

PCC-Police Crisis Counselor, OAS- Outreach Advocate Specialist

ACTIVITY FROM ABOVE SECTION	STAFF POSITION TO COMPLETE	DATE OF COMPLETION
Provide crisis response	PCC	Ongoing /daily
Provide follow-up counseling	PCC	Ongoing/daily
Provide support and psychoeducational groups	PCC, OAS may assist	Ongoing
Provide support and support groups	PCC and OAS	Ongoing
Provide court accompaniment-criminal and civil courts	PCC and OAS	Ongoing/as requested
Help applying for U Visa certification	OAS	Ongoing/ daily
Provide English/Spanish interpretation and translation as appropriate	Bilingual OAS	Ongoing/daily
Season to Remember Ceremony planning, invitations, ornament making, and support and presence at the event	OAS, PCC, Project Manager	December 14, 2023
Homicide Memory Board Display	OAS	April 2024
Davidson County Crime Victims' Rights Week: planning, invites, event	OAS, PCC, Project Manager	April 2024
Altar to honor Hispanic Latino homicide victims – Dia de los Muertos/ Cheekwood	OAS, Project Manager	October 29, 2023
Outreach to ethnic and underserved populations: community events, providing information on FIP services	OAS	Ongoing
Translation of brochures, hand outs and forms	OAS and Program Manger	Ongoing as needs present
Provide cultural orientation, cultural responsiveness to non-profits and Governmental agencies working with crime victims as requested	OAS	Ongoing/ as requested,

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OUTPUTS:

Adults Sexually Abused/Assaulted as Children	5
Adult Sexual Assault	30
Adult Physical Assault (Includes Aggravated and Simple Assault)	200
Arson	2
Bullying (Verbal, Cyber or Physical)	10
Burglary	10
Child Physical Abuse or Neglect	5
Child Pornography	2
Child Sexual Abuse/Assault	30
Domestic and/or Family Violence	300
DUI/DWI Incidents	2
Elder Abuse or Neglect	5
Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other (Explanation Required)	0
If Hate Crime: Racial/Religious/Gender/ Sexual Orientation/Other, please explain:	
Human Trafficking: Sex	5
Human Trafficking: Labor	2
Identity Theft/Fraud/Financial Crime	2
Kidnapping (non-custodial)	5
Kidnapping (custodial)	3
Mass Violence (Domestic/International)	3
Other Vehicular Victimization (e.g., Hit and Run)	3
Robbery	300
Stalking/Harassment	20
Survivors of Homicide Victims	35
Teen Dating Victimization	2
Terrorism (Domestic/International)	0
Other	0
If other, please explain:	

Projected number of individuals who will be assisted with a victim compensation application annually through this project	240
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Information and Referral services annually through this project:

Information about the criminal justice process	500
Information about victim rights, how to obtain notifications, etc.	700
Referral to other victim service programs	600
Referral to other services, supports and resources (<i>includes legal, medical, faith-based organizations, address confidentiality programs, etc.</i>)	600

Personal Advocacy/Accompaniment services annually through this project:

Victim advocacy/accompaniment to emergency medical care	0
Victim advocacy/accompaniment to medical forensic exam	0

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Law enforcement interview advocacy/accompaniment	348
Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)	165
Performance of medical or nonmedical forensic exam or interview or medical evidence collection	0
Immigration assistance (e.g., special visas, continued presence application, and other immigration relief)	350
Intervention with employer, creditor, landlord, or academic institution	35
Child or dependent care assistance (includes coordination of services)	0
Transportation assistance (includes coordination of services)	0
Interpreter services	1500

Emotional Support or Safety services annually through this project:

Crisis intervention (in-person, includes safety planning, etc.)	300
Hotline/crisis line counseling	0
On-scene crisis response (e.g., community crisis response)	7
Individual counseling	300
Support groups (facilitated or peer)	200
Other Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy, etc.)	550
Emergency financial assistance	0

Shelter/Housing services annually through this project:

Emergency shelter or safe house	0
Transitional housing	0
Relocation assistance (includes assistance with obtaining housing)	0

Criminal Justice/Civil Justice System Assistance services annually through this project:

Notification of criminal justice events	300
Victim impact statement assistance	0
Assistance with restitution	0
Civil legal assistance in obtaining protection or restraining order	0
Civil legal assistance with family law issues	0
Other emergency justice-related assistance	0
Immigration assistance	0
Prosecution interview advocacy/accompaniment	15
Law enforcement interview advocacy/accompaniment	5
Criminal advocacy/accompaniment	30
Other legal advice and/or counsel	0

INTENDED OUTCOMES (Results)

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Victims report that their sense of safety and security has increased.

"My immediate sense of safety and security has increased as a result of the services I received from this organization."

Victims report an increase in knowledge about victim services.

"I am more knowledgeable of the services and community resources available to victims."

Victims report an increase in knowledge about the criminal justice system.

"I am more knowledgeable about the criminal justice system."

Victims express satisfaction with services.

"I am satisfied with the services I have received through this organization."

Victims report an improved ability to plan for their safety (required only for shelters).

"I know more ways to plan for my safety."

Victims experience a decrease in the frequency and/or intensity of crime-related symptoms (Change in psychological functioning)* only asked if counseling services received

"My crime-related symptoms (e.g., Sleeplessness, nervousness, fear or anxiety, etc.) are less frequent or less severe since I became involved with the organization."

INPUTS

FIP's counselors are trained and utilize best practice/evidenced based treatments with survivors of violent crimes and co-victims of homicide. These include crisis intervention, EMDR, Trauma Focused CB, Prolonged Exposure Therapy, and the processing of traumatic grief through play therapy. All counselors and advocates have been trained in the National Organization for Victim Assistance (NOVA) Crisis Response Team Training. It is evidenced based and field-tested best practices as a crisis management utility that includes trauma mitigation and educational protocol including emotional first aid to be used in the aftermath of a critical incident, either small scale or mass casualty. FIP staff (advocates and counselors) have received training for The Safe at Home Address Confidentiality Program. Licensed mental health providers are required to obtain CEU's annually to retain their licensure, which is required by FIP. In addition, staff attend numerous trainings in person and virtually increasing their knowledge of providing services to crime victims.

FIP staff routinely educate clients (adults and children) on the impact of trauma on the brain and help clients build skills they can use as needed to increase resiliency in themselves. This information is explained, discussed, and interventions are practiced with clients in individual and groups counseling.

FIP receives referrals from entities serving victims of crime in our city (TBI, FBI, US Attorney's Office), community agencies, hospitals, self-referral, and entities in other states when the victim will be moving /returning to Nashville. The decision to report and or prosecute does not determine eligibility. FIP staff directly reaches out to violent crime victims by using contact information from police reports. FIP also participates at numerous outreach events throughout the city and in many ethnic communities to share information/answer questions on services provided. When there is an opportunity to have media share information on our services. Media coverage is also utilized to

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inform our community of services this program provides. As our city and survivors' needs have changed, FIP has reached out to underserved and vulnerable survivor populations, to address the unmet needs, build trust in these communities, and worked to reduce / eliminate barriers to ensure all victims have equal access to victim services.

A Masters level Intern will be a volunteer under the FY24 VOCA grant. The FIP Intern will be enrolled in an accredited university/college program preparing to be a licensed counselor/social worker. The intern will be supervised by the FIP clinical counseling supervisor as well as the intern coordinator for their school. The intern will provide outreach, information/referral, and individual/group counseling services. They watch several trainings/webinars that have been put on and recorded by the Office of Family Safety related to interpersonal violence. They also watch a training on Brief Therapy conducted for staff by a previous Behavioral Health Services Division Manager Dr. Carol Harp. In addition to this they watch trainings on conducting counseling sessions with domestic violence, sexual assault, and homicide victims recorded by staff counselors. They also shadow counseling sessions with several staff counselors prior to starting counseling sessions independently with clients. The supervisor reviews with them all forms and how to complete the forms with clients.

The Metropolitan Nashville Government and MNPd have shown the commitment to providing comprehensive counseling, advocacy, and CJS support for victims of crime. MNPd has funded mental health professionals to provide direct services since 1975, created the Domestic Violence Division in 1994, currently funds the Handle with Care Program (HWC) (school notification program when children experience trauma) through the Youth Services Division, and MNPd leadership has participated annually since the inception of both the Season to Remember Ceremony (1995) and the Davidson County National Crime Victim's Rights Week events (1986). At this time, I do not know if all the programs and staff would be maintained if we did not have the financial support of the VOCA grant due to the financial issues facing Nashville Davidson County at this time. MNPd was able to incorporate one of the two staff positions on FY23 grant to civil service beginning July 1, 2023. Resources MNPd dedicates to FIP for additional victim services are salary / benefits for: 2 office staff, 6 licensed mental health professionals, and 2 supervisors; 1 Division Manager, office space, furniture, landline phones, cell phones, desk top computers, and printer/scanner/fax copiers. Our operating budget is under the Family Intervention Division within the Investigative Bureau of MNPd. If VOCA funds were not received additional positions would be eliminated, beside the two we are eliminated for FY24. In addition, comprehensive services and number of crime victims served would be greatly reduced in number and actual services without the funding of this grant.

For FIP to conduct our activities, achieve our goals and objective we are requesting:

- **Salary and benefits for one full time licensed mental health counselor** (Police Crisis Counselor-PCC)
To provide crisis intervention, therapy, and CJS support to victims of crime **\$89,100**
- **Salary and benefits for 5 full time Outreach Advocate Specialists** (OAS)
To provide advocacy, CJS support, language access, case management, and information / referral .
Total for the five positions **\$383,900**
- **Profession Fee** to provide language access (translation and interpretation services) for advocates and counselors providing services to LEP clients. **\$800**

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- Travel, Conferences and Meeting & Mileage for travel (court, meetings, in-state training, outreach, etc.) **\$155**
- Office supplies, publications, memberships, books, etc. relevant to providing mental health treatment/advocacy to victims of crime, special/vulnerable/underserved populations, and therapeutic supplies. To provide supplies for outreach, general office work, and supplies relevant to training and or the clients we are serving. **\$500**

COLLABORATION ACTIVITIES

FIP collaborates with other agencies/ individuals by:

- Participating regularly in multi-disciplinary meetings
- Planning and providing special events for crime victims and the community
- Coordinating with other agencies/individuals to meet the need of crime victims
- Providing trainings - inviting partner agency staff to attend

Multi-Disciplinary Teams/Meetings/Task Forces/Coalitions

The Nashville Coalition Against Domestic Violence- The coalition exists to promote meaningful interactions among domestic violence advocates and organizations and provide community education to prevent and respond to domestic violence thereby supporting the victims of domestic violence we serve.

The Sexual Assault Response Systems Taskforce- The taskforce is to design a system that will provide accessible, expert, and reliable forensic evaluation and response to rape victims in Davidson County as a part of an immediate, coordinated, comprehensive, compassionate, caring response for adults and children survivors of sexual assault. FIP has participated on the task force since its inception in 2016.

Davidson County SART (Sexual Assault Response Team)- is a specific intervention model focused on immediate and consistent response to sexual assault victims with the goal of implementing and maintaining a comprehensive, coordinated, trauma-informed and victim-centered system of intervention and care, with a commitment to systems change and continuous improvement. The core membership of a SART includes law enforcement, medical providers, and community-based victim advocates. Additional essential members include prosecutors, systems-based victim advocates, mental health services, and other allied professionals. FIP was a founding agency in 2013 when the Davidson County SART was established.

Family Safety Center Leadership Committee- The Leadership Committee meets quarterly. They work to ensure that all community partners have a sound understanding of what each agency is doing to assist victims of interpersonal crimes. It allows each to assist and support other agencies with their programs.

Interpersonal Violence Taskforce- This taskforce will bring together all taskforces to consolidate a taskforce meeting into one day to keep each taskforce from being siloed on issues. The IPV areas to be addressed are Child Abuse, Domestic Violence, Elder Abuse, Human Trafficking, and Sexual Assault.

Domestic Abuse Death Review Team- Is a collaborative team that meets monthly to analyze domestic violence homicide trends. Office of Family Safety creates an annual report from the collaborative team

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review with recommendations around improving response to domestic violence cases. The team also offers family and friends of the victim the opportunity to share their thoughts on the case.

Nashville Immigrant and Refugee Collective (formerly Nashville Task Force for Refugees and Immigrants founded 1997)- A task force- multiple non-profits meet monthly providing speakers on services available for refugees and immigrants in Nashville and discuss and share concerns of refugees and immigrants and search for community solutions.

La Encuentro Latino “Latino Meet” which is sponsored by Mental Health America of Middle TN by their Multicultural Outreach coordinator. A different agency serving the Latino community is highlighted each month and everyone attending can network and share upcoming events. Advocates have presented on FIP and they attend to learn about other programs when schedules permit.

VAPIT (Vulnerable Adult Protective Investigative Team) Members of MNP/ DVD (sworn) and FIP (civilian) are active member of the Davidson County VAPIT (Vulnerable Adult Protective Investigative Teams). The purpose of the team is to coordinate the investigation of suspected instances of abuse, neglect, or exploitation of an adult. MNP/ VAPIT members share information, resources, and documented trends.

Collaborative Special Events

Davidson County Voices for Victims: A group of non-profits and governmental agencies in Davidson County who collaborate to plan an annual ceremony for ***National Crime Victims’ Rights Week*** (April). FIP has consistently contributed to the planning and participated in this event since 1986.

Season to Remember: Collaboration with FIP, Davidson County District Attorney’s Victim Witness Services, US Attorney of Middle TN Victim Witness Services, and TN Voices for Victims. This annual ceremony was envisioned by a member of our Homicide Group 28 years ago who mother had been murdered. This ceremony honoring murder victims during the seasons of Hanukkah, Kwanzaa, and Christmas. Over 200 friends and family members of homicide victims in Centennial Park. Handmade ornaments are hung as well as the lighting of the kinara and menorah. The State of TN created a similar event 21 years ago.

Meet Me at the Bridge: An annual ceremony to remember domestic violence victims who have lost their lives to violence in the past year. The ceremony is in October during Domestic Violence Month. This is a collaborative effort of all organizations involved in the Nashville Domestic Violence Coalition. For multiple years DV sworn and civilian staff received awards for their outstanding work to end domestic violence.

El Dia de los Muertos- Since 2017, FIP has invited Latinx clients/families who loved one/s lives ended from violence (homicide and vehicular homicide) to decorate a frame with their loved one’s photograph and place it on an altar FIP creates for Cheekwood Estate & Garden’s Day of the Dead Celebration. The altar is to honor the deceased and to welcome the deceased spirit to visit for the day and then return to their resting place. IN 2017 seven families participated and in 2022 twenty-seven families participated. Since 2021 FIP has collaborated with MNP/’s cold case/ homicide units who have sworn supervisor and or detectives attend to answer questions families may have and to show their commitment to co-victims of homicide. Thousands of individuals attend this festival (typically sells out and as of 2022 the day celebration has been extended to two days) and allows FIP staff the opportunity to share information on our program and other resources for victims of crime.

Coordinating with Agencies/Individuals

Metro Nashville Public Schools - Office of English Learners FIP has coordinated to provide information on crime victim services to the teachers as well as presented at special MNPS programs at schools throughout the school year. We have partnered to conduct family outreach with specific schools and educator summits: we offer cultural insights as victim services are offered, resource connection in various languages via translated materials, and opportunities for youth to identify various crimes and engage with presented materials. There are 14K English learners in MNPS and 700 English language teachers

US Attorney's Office Middle Tennessee, Victim Services FIP Coordinate with VWS - accepting referrals, working together on special events for victims of crime. It is a very cooperative and helpful collaboration.

Nashville Children's Alliance (NCA) FIP and the NCA refer cases to each other and often work with different members of the same family, coordinate appointments at the same time to assist families only having to come to the FSC at one time when multiple family members have separate appointments which is very helpful to our clients- saving transportation cost and time. They also refer clients who need assistance with filing for TNCIC and for U Visa certification.

MNPD "EI Protector" program has been designed to fully integrate the MNPD Community Oriented Policing Services (COPS) philosophy to engage the Hispanic/Latino community in Nashville and Davidson County, Tennessee, in reducing DUI's, traffic fatalities, domestic violence and in crime prevention. In addition, this bilingual/bicultural program provides public education through dialogue with the Hispanic/Latino community, instead of focusing specifically on enforcement measures. FIP collaborates with this program at events to provide information on the program and receives referral from EI Protector.

MNPD LGBTQ Liaison Officer collaborates with FIP to assist when FIP clients need law enforcement assistance for individuals in the LGBTQ community and is knowledgeable of FIP services and provides information on FIP as appropriate. The Liaison Officer's Duties also includes attending community meetings and events involving the LGBTQ community as well as any other minority or disadvantaged communities that may request the Police Department to help and/or resources. For the community meetings and events, FIP and the liaison officer extend invites to each other to team up at events and community meetings as appropriate.

Office of the District Attorney: Collaborate by working closely with staff responsible for court advocacy, U Visa certification, mutual referral / connecting crime victims with appropriate personnel, mutually updates each other when appropriate of clients have signed a ROI. FIP. Together we maintain the homicide memory board (adding photographs annually) since the inception in the 1980's, The boards are currently displayed at the downtown public library during National Crime Victims' Rights Week.

FBI, Victim Witness Services: Collaborate with the FBI Victim Services coordinator when federal victims are in the Nashville area and need services VIP provides. Coordinated on several mass shootings in area: Waffle House in April 2018 and the Burnett Chapel Church of Christ, September 2017. FIP with TN Voices for Victims also collaborated to help those impacted by the December 25th bombing in 2020. It is not unusual to received referrals from FBI involving sex trafficking, arson, bank robbery, and co-victim of mass shootings/events across the US but family members of the deceased live in Davidson County / surrounding area. i.e.: Orlando Pulse Club shooting, Boston Marathon Bombing etc.

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Tennessee Voices for Victims: collaborate with TV4V for the Season to Remember Ceremony, National Crime Victims' Rights Week, participate on their Mass Violence Advisory Council, assist with recommending crime victims willing and ready to participate at the prison on Victim Impact Panels, and accept referrals for FIP counseling and advocacy services.

Family and Children's Services: Non-profit counseling center serving our community. FIP collaborates with this agency by receiving and giving referrals for services. FCS also has a trauma therapist who is available 2-3 days per week to meet with clients and their families at the FIP offices at the Family Safety Center.

Office of Family Safety, Mayor's Office FIP is under the roof of the Family Safety Center which is managed by the Office of Family Safety. We accept all walk-in referrals from OFS (predominately DV Victims), assist with interpretation and notarizing Safe at Home paperwork, provide trainings to their staff and partners with the Family Safety Center, and work as a team with their staff/interns/volunteers to provide the highest support and advocacy services to victims coming of the Family Safety Center

MyCity Academy: Over the course of seven months, MyCity participants meet with leaders from Metro departments and tour Metro facilities. In doing so, they gain a better understanding of how their government works and learn how to resolve issues and obtain information. Upon graduation, MyCity participants can help their communities understand and access government services. MyCity graduates also have the opportunity to interact with New Americans from other communities through their participation in the MyCity alumni network. In 2018, FIP presented information on the refugee and immigrant services and how the services can be accessed. (The director of this program recently resigned and waiting to meet the new staff placed in this position)

DATA COLLECTION PROCEDURE

The demographic information request for the PMT report is collected from the police report or directly from the victim (in person or over the phone depending on the circumstances of first contact). Each VOCA funded staff member maintains the demographic information, services received, and type of victimization/s of their clients on either a monthly client form and/or utilizes case/group records. The VOCA funded staff enter the data into a excel spread sheet which is completed each quarter and provided to the project manager. The project manager reviews each VOCA staff member's excel sheet for accuracy, tabulates the data, and enters it into the OJP-PMT system no later than the 15th day of the month following the end of a quarter.

Clients who receive services from the OAS will complete a client satisfaction survey after they have received services (may be after one or more visits). PCC will have clients complete the survey on their termination visit / last counseling session (individual and group) prior to June 30. If the survey is not completed while the client is in our office, attempts are made to contact the victim by phone, email, or the USPS to complete the survey. We have the survey online and can be completed anonymously once we send a link. This on-line survey is used with all clients who we provide virtual services. If possible, the client will be contacted by a staff person other than the staff who provide the client service/s. Every attempt is made to have clients complete the surveys confidentially and anonymously. FIP has a locked ballot box on a stand at our exit. Victims can place their survey in the ballot box as they leave the office. The program manager has the key and removes the completed surveys. The data collection tool is a paper survey that is either completed by the client. If client is not literate or sight impaired a staff member other than the client's direct service provider will assist with the completion of the survey. The client satisfaction surveys are tabulated, entered online for the annual outcome report, and stored by the project manager.

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The output data is used to determine who is utilizing which services and the outcome data will provide us on the effectiveness of our services meeting the needs of our clients. From this information, the program can determine if there should be outreach to specific (often underserved) populations and/or changes made to ensure we are reaching and serving all victims. FIP also uses the data collected to look for trends / changes and attempt through analysis to determine why it occurred, is a change we want to maintain or decrease/ eliminate in the future, and determine what our program needs to do in the future to receive the desired result/s. Staff also provide program manager with on-going reports from taskforces, coalitions, community meetings they attended, and from feedback received at outreach events.

Our data of demographic and services provided are shared with the Office of Family Safety who incorporates it within their annual report for the Family Safety Center (where we are physically located). As we are working and collaborating with other community partners, we share our data as it is relevant and helpful to reaching our goals and objectives and/or would be helpful information to our community partners. We only share client specific information when the client has agreed to this action and has signed a Release of Information Form.

Project Summary

Applicant: Metropolitan Government of Nashville and Davidson County/ Metropolitan Nashville Police Department/ Family Intervention Program

Program Title: Family Intervention Program

Goals:

1. Improve crime victims' resiliency and ability to establish a new equilibrium in their lives after victimization.
2. Victims of crime will have the support, knowledge, and resources they need to recover from the victimization and to participate in the CJS.
3. Special populations (underserved and/or vulnerable) will have an increased comfort level of participating within the criminal justice system and crime victim support services.

This program will cover salary/benefits for one licensed mental health profession and five advocates (with emphasis working with refugees and immigrants) who will provide services to all crime victims by providing crisis counseling, therapy, advocacy, CJS support/accompaniment, case management, translation/ interpretation services, assistance with TNCIC / U Visa applications, and information on community services / referral when needs are beyond FIP's scope of services. Extensive coordination and collaboration with CJS agencies, non-profits providing services to victims of crime as needed, requested, and with permission from the crime victim.

GRANT BUDGET				
AGENCY NAME: Metropolitan Government of Nashville & Davidson County				
FUND SOURCE: Victims of Crime Act (VOCA) CFDA 16.575				
SOLICITATION IDENTIFICATION TITLE: Law Enforcement Victim Coordinator				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/01/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$473,000.00	\$0.00	\$473,000.00
4, 15	Professional Fee, Grant & Award ²	\$800.00	\$0.00	\$800.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$500.00	\$0.00	\$500.00
11, 12	Travel, Conferences & Meetings ²	\$155.00	\$0.00	\$155.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$474,455.00	\$0.00	\$474,455.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/ocjp/Appendix_J_Policy_03_Report.xls)

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Metropolitan Government of Nashville & Davidson County

FUND SOURCE: Victims of Crime Act (VOCA) CFDA 16.575

SOLICITATION IDENTIFICATION TITLE: Law Enforcement Victim Coordinator

SALARIES, BENEFITS & TAXES	AMOUNT
Position 1: Police Crisis Counselor 2 Therapist: Salary, Benefits Overtime Estimated at \$89,100.00 (100% of time spent on project)	\$89,100.00
Position 2: Bilingual Outreach Advocate-Specialist: Salary, Benefits, Overtime estimated at \$ 77,800.00 (100% of time spent on project)	\$77,800.00
Position 3: Outreach Advocate-Specialist: Salary, Benefits, Overtime esitimated at \$77,800.00 (100% of time spent on project)	\$77,800.00
Position 4: Bilingual Outreach Advocate-Specialist: Dalary, Benefits, Overtime estimated at \$ 75,600.00 (100% of time spent on project)	\$75,600.00
Position 5: Bilingual Outreach Advocate-Specialist: Dalary, Benefits, Overtime estimated at \$ 75,600.00 (100% of time spent on project)	\$75,600.00
Position 6: Bilingual Outreach Advocate-Specialist: Dalary, Benefits, Overtime estimated at \$ 77,100.00 (100% of time spent on project)	\$77,100.00
	\$0.00
TOTAL	\$473,000.00

Note: Benefits must be calculated at the same or lesser percentage as the salary for each position.

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Translation of forms, brochures, resource/educational information & outreach. Telephone (\$.65 minute) and face to face interpretation for LEP victims of crime (\$40-\$80 hour)	\$800.00
	\$0.00
	\$0.00
TOTAL	\$800.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Office, client event and outreach supplies. Brochures, audio/written resources & therapeutic supplies. resources for remote interviews.	\$500.00
	\$0.00
TOTAL	\$500.00

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Local Travel: Mileage and Parking: Mileage must be at State rate not Federal; unless agency policy has a rate lower than State rate then follow agency rate.	\$155.00
Training and Conferences Attended by Agency Staff:	\$0.00
Training and Conferences Implemented by Agency:	\$0.00
	\$0.00
TOTAL	\$155.00

INSURANCE	AMOUNT
Description of Insurance:	\$0.00
TOTAL	\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS	AMOUNT
Description of Specific Assistance to Individuals:	\$0.00
	\$0.00
TOTAL	\$0.00

DEPRECIATION	AMOUNT
Must provide depreciation schedule. Must be straight line method.	\$0.00
TOTAL	\$0.00

OTHER NON-PERSONNEL	AMOUNT
Prior approval required by OCJP before budgeting in this line. Specific, Descriptive, Detail required.	\$0.00

TOTAL \$0.00

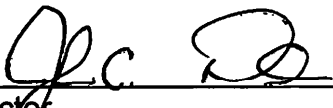
CAPITAL PURCHASE	AMOUNT
Description of Capital Purchases:	\$0.00
TOTAL	\$0.00

INDIRECT COST	AMOUNT
Description of Indirect Costs: cannot be match	\$0.00
TOTAL	\$0.00

IN-KIND EXPENSE	AMOUNT
Volunteer Time:	\$0.00
Donated Space:	\$0.00
Donated Goods:	\$0.00
	\$0.00
TOTAL	\$0.00

**APPLICATION SIGNATURE PAGE
FOR
APPLICATION FOR 2024 VOCA – Law Enforcement Victim Coordinator**

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Director
Department of **Police Department**

4-13-23

Date

Certificate Of Completion

Envelope Id: 6135C700F017483F80B3174875CBA114

Status: Completed

Subject: Complete with DocuSign: Police 2024 VOCA Law Enforcement Victim Coordinator 24 App Ready.pdf

Source Envelope:

Document Pages: 24

Signatures: 7

Envelope Originator:

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Initials: 1

Juanita Paulson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.185

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Holder: Juanita Paulson

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Security Appliance Status: Connected

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Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

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Davidson County

Signer Events**Signature****Timestamp**

Ernest Franklin

Ernest.Franklin@nashville.gov

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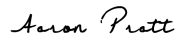
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Aaron Pratt

Aaron.Pratt@nashville.gov

Security Level: Email, Account Authentication
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Kelly Flannery/mjw

MaryJo.Wiggins@nashville.gov

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Signed using mobile

Electronic Record and Signature Disclosure:

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Courtney Mohan

Courtney.Mohan@nashville.gov

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Electronic Record and Signature Disclosure:

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Balogun Cobb
balogun.cobb@nashville.gov
Security Level: Email, Account Authentication (None)

Balogun Cobb

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Electronic Record and Signature Disclosure:

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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Danielle Godin
Danielle.Godin@nashville.gov
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Sally Palmer
sally.palmer@nashville.gov
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Notary Events	Signature	Timestamp
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Completed	Security Checked	4/20/2023 1:10:55 PM

Payment Events	Status	Timestamps
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1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's™ web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's™ on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

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