

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 05/05/26

Resolution Ordinance

Contact/Prepared By: Tesha Chambers

Date Prepared: 01/30/26

Title (Caption): Resolution approving a grant application to the State of Tennessee Department of Health for an intergovernmental agreement regarding the Healthy Built Environment Grant-(HBE) Racial and Ethnic Approaches to Community Health (REACH) Planning application.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: NDOT Requested By: Tesha Chambers

Affected Department(s): NDOT Affected Council District(s): 1, 2, 3, 9, 21, 32, and 33

Legislative Category (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input checked="" type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE	Amount +/-: \$ <u>\$ 20,000.00</u>	Match: \$ <u>\$ 0.00</u>
Funding Source:	<input type="checkbox"/> Capital Improvement Budget <input type="checkbox"/> Capital Outlay Notes <input type="checkbox"/> Departmental/Agency Budget <input type="checkbox"/> Funds to Metro <input type="checkbox"/> General Obligation Bonds <input type="checkbox"/> Grant <input type="checkbox"/> Increased Revenue Sources	<input type="checkbox"/> Judgments and Losses <input type="checkbox"/> Local Government Investment Project <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Self-Insured Liability <input type="checkbox"/> Solid Waste Reserve <input type="checkbox"/> Unappropriated Fund Balance <input type="checkbox"/> 4% Fund <input type="checkbox"/> Other: _____
Approved by OMB: <u>Aaron Pratt</u>	<u>ll</u>	Date to Finance Director's Office: _____
Approved by Finance/Accounts: _____	APPROVED BY	FINANCE DIRECTOR'S OFFICE: _____
Approved by Div Grants Coordination: <u>Juanita Paulsen</u>		

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

GRANT APPLICATION SUMMARY SHEET

Grant Name: Healthy Built Environments-REACH Planning Grants 2026
Department: NDOT
Grantor: TENNESSEE DEPARTMENT OF HEALTH
Pass-Through Grantor (If applicable):
Total Applied For \$20,000.00
Metro Cash Match: \$0.00
Department Contact: Tesha Chambers
 880-1676
Status: NEW

Program Description:

The Open Streets funding will support neighborhood-led Open Streets events in predominantly racial or ethnic minority council districts.

Plan for continuation of services upon grant expiration:

This demonstration is a temporary infrastructure program pilot. NDOT anticipates funding for a permanent stocking of the Livability Library. Some Vision Zero Surplus tactical urbanism dollars may also be allocated to continue funding the Livability Library.

APPROVED AS TO AVAILABILITY OF FUNDS:

APPROVED AS TO FORM AND LEGALITY:

<u>Jenneen Reed/mjw</u>	4/17/2026 11:51 AM CDT	<u>Phylinda Ramsey</u>	4/21/2026 11:30 AM CDT
Director of Finance	Date	Metropolitan Attorney	Date

APPROVED AS TO RISK AND INSURANCE:

<u>Balagun Cobb</u>	4/21/2026 9:01 AM CDT
Director of Risk Management Services	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	
NDOT	042	Tesha Chambers			880-1676		
Grant Name:		Healthy Built Environments-REACH Planning Grants 2026					
Grantor:		TENNESSEE DEPARTMENT OF HEALTH			Other:		
Grant Period From:		03/01/26		<small>(applications only)</small> Anticipated Application Date:		02/11/26	
Grant Period To:		06/30/27		<small>(applications only)</small> Application Deadline:		02/11/26	
Funding Type:		STATE		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:				Outside Consultant Project:		<input type="checkbox"/>	
Award Type:		COMPETITIVE		Total Award:		\$20,000.00	
Status:		NEW		Metro Cash Match:		\$0.00	
Metro Category:		New Initiative		Metro In-Kind Match:		\$0.00	
CFDA #		N/A		Is Council approval required?		<input type="checkbox"/>	
Project Description:		Applic. Submitted Electronically? <input checked="" type="checkbox"/>					
<p>The Open Streets funding will support neighborhood-led Open Streets events in predominantly racial or ethnic minority council districts including Districts 1, 2, 3, 9, 21, 32, and 33 covering parts of North Nashville, Madison, and Southeast Nashville. Predominantly racial or ethnic minority communities outside of these council districts will also be eligible. NDOT proposes to promote public health in these communities by improving access to Open Streets events, a proven strategy outlined in NDOT's Open Streets Toolkit. By temporarily closing streets to cars, Open Streets reclaim public space for people, creating safe, inclusive corridors for walking, biking, and play. These events transform streets into vibrant community hubs where neighbors connect, kids learn to ride bikes, and local businesses and cultural organizations engage residents.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
This demonstration is a temporary infrastructure program pilot. NDOT anticipates funding for a permanent stocking of the Livability Library. Some Vision Zero Surplus tactical urbanism dollars may also be allocated to continue funding the Livability Library.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input checked="" type="checkbox"/>	
Explanation for "Other" means of determining match:							
No match required.							
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:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		14.79%		Indirect Cost of Grant to Metro:		\$2,958.00	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							
Walk Bike Nashville and Civic Design Center							

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	FY26	\$0.00	\$20,000.00	\$0.00	\$0.00	N/A	\$0.00	\$20,000.00	\$2,958.00	\$0.00
Yr 2										
Yr 3										
Yr 4										
Yr 5										
Total		\$0.00	\$20,000.00	\$0.00	\$0.00	N/A	\$0.00	\$20,000.00	\$2,958.00	\$0.00
Date Awarded:					Tot. Awarded:		Contract#:			
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
6168

GCP Received 02/05/2026

GCP Approved 02/05/2026



RESOLUTION NO. _____

A resolution approving a Racial and Ethnic Approaches to Community Health, ("REACH"), grant application from the Tennessee Department of Health to the Metropolitan Government, acting by and through the Nashville Department of Transportation, to advance health equity through meaningful community engagement initiatives such as the Open Streets Program in areas with predominantly racial or ethnic minority populations.

WHEREAS, the Tennessee Department of Health is accepting applications for a REACH grant with an award of \$20,000 with no cash match required; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved and submitted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the application for a Tennessee Department of Health REACH grant, with an award of \$20,000, to advance health equity through meaningful community engagement initiatives such as the Open Streets Program in areas with predominantly racial or ethnic minority populations, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Nashville Department of Transportation is authorized to submit said application to the Tennessee Department of Health.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

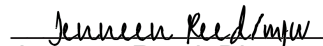
RECOMMENDED BY:



Phillip Jones, Interim Director
Nashville Department of Transportation
And Multimodal Infrastructure

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:


Jenneen Reed, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM
AND LEGALITY:


Assistant Metropolitan Attorney



07/31/2025 RFA

**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

REQUEST FOR APPLICATION

FOR

**HEALTHY BUILT ENVIRONMENTS (HBE) RACIAL AND ETHNIC APPROACHES TO
COMMUNITY HEALTH (REACH) PLANNING**

RFA # 34352-19726



07/31/2025 RFA

REQUEST FOR APPLICATION
STATE OF TENNESSEE
DEPARTMENT OF HEALTH

I. Introduction:

The places where we live, learn, work, play, and pray influence how we view and understand our communities, ourselves, and each other. A well-designed built environment can decrease obesity, heart disease, and diabetes rates while increasing physical, mental, and social health. The Tennessee Department of Health (TDH) recognizes the important link between the built environment and public health. Therefore, TDH supports the creation of healthy built environments to protect, promote, and improve the health and prosperity of all Tennesseans.

In our country, there are health disparities linked to race and ethnicity. According to the Centers for Disease Control and Prevention (CDC), "All people should be able to reach their full health potential. However, health gaps exist among racial and ethnic minority groups. These groups may have higher rates of disease, early death, and health care costs, and lower quality of life."

TDH believes every Tennessean should be able to reach their full health potential regardless of race or ethnicity. Through CDC Racial and Ethnic Approaches to Community Health (REACH) funding, The Healthy Built Environments REACH (HBE REACH) Planning grants aim to remove barriers to health linked to race and ethnicity through built environment assessment and planning to promote physical activity through increased access to active transportation and recreation opportunities.

Eligible applicants are Local and State government entities, American Indian tribes, and non-profits with 501(c)(3) status. Applicants must complete a project in one of these four counties: Shelby, Davidson, Knox, or Hamilton.

Individuals are not eligible to apply. Each applying organization should only submit one application.

Applicants must identify a predominantly racial or ethnic minority community where built environment improvements may advance health equity in one of these four counties: Shelby, Davidson, Knox, or Hamilton.

Applicants should use data to describe the current demographics of the priority community. Applicants must also describe in their proposal culturally appropriate plans to engage racial and ethnic minority members of the priority community in their project.

Eligible Activities:



07/31/2025 RFA

The CDC has provided [The Active Communities Tool Action Planning Guide](#) to “improve community built environments to promote physical activities.” Applicants should use this guide as a framework to propose activities and strategies that can increase physical activity and overall health in their priority communities. Proposed projects should clearly state public health goals and aim to advance health equity through community engagement-driven built environment design solutions. All proposed activities must leverage cross-sector commitment and community resources as described in Section 2 of [The Active Communities Tool Action Planning Guide \(CDC\)](#). Applicants should describe their plan to use culturally appropriate messaging to engage the priority community in either (1) conducting assessment and action planning, (2) creating a community/neighborhood design plan, or (3) conducting quick build demonstration projects

1. **Assessment and Action Planning (up to \$50,000):** The goal of this activity is to collect data and complete assessments to better understand the built environment policy and infrastructure needs of the community. Projects proposed under this activity must include both of the following:
 - Completion of [Module 1: Street Design and Connectivity of the ACT: Assessment Module](#) (CDC) to assist with identifying priority areas for built environment community design projects. Completion of additional modules as needed is encouraged; and
 - Creation of an action plan through cross-sector and community collaboration as described in Section 4 of [The Active Communities Tool Action Planning Guide \(CDC\)](#).

2. **Community or Neighborhood Design Planning (up to \$50,000):** The goal of this activity is to develop a community or neighborhood design plan. For this activity, the priority community should have already identified the need for a new or updated community or neighborhood design plan through prior convening or assessment and action planning. Public health goals should be explicitly stated in the completed plan. Example plan types include:
 - Small-area plans focused on increasing physical activity;
 - Greenways, parks, sidewalks, bikeways, or multi-modal transportation plans;
 - Complete streets plans;
 - Arts and placemaking plans;
 - Public spaces plans; or
 - Other built environment plans focused on promoting health.

3. **Tactical Urbanism (Quick Build Demonstration Projects, up to \$20,000):** The goal of this activity is to build temporary infrastructure to demonstrate a long-term built environment solution to encourage active transportation and connect active-friendly routes to everyday destinations. The focus community should remain engaged throughout the process, and projects should be community identified and lead. Examples of tactical urbanism projects include:



07/31/2025 RFA

- Pop-up bike lanes, crosswalks, pedestrian plazas, or open streets
- Parklets or temporary public gathering spaces
- Sidewalk/street art that supports pedestrian wayfinding or traffic calming
- Temporary traffic calming using items like planters, curb extensions, or paint.

Grantees must conduct an evaluation to assess the impacts of their grant-funded projects in the priority community. TDH has provided a [Built Environment Evaluation Guide](#) if applicants need assistance in identifying methods and metrics, planning for data collection, or building a logic model. A Work and Evaluation template (Exhibit 1) is provided with this application and must be submitted as one of the application attachments.

Grant funds can be used to cover salaries or professional fees incurred to conduct the evaluation.

Grant recipients are encouraged to define their own measures of success to evaluate their projects. However, they must report on, at minimum, the following:

- Number of local community members that participated in the planning process;
- Number of local organization partnerships formed or strengthened in the planning process and the types of organizations engaged (non-profit, business, HOA, etc.);
- Number and type of communication methods used to engage local community members;
- Number of new or enhanced plans adopted by elected officials; and
- Number of people living within geographic areas with new or enhanced plans.

Below is a list of some (but not all) of the expenses that this grant can cover:

- Venue and supplies to conduct convening and community engagement activities;
- Compensating community members of the priority community for their time (excluding state or local government employees);
- Childcare to encourage participation from members of the priority community;
- Posters, pamphlets, and other educational materials, printouts, or supplies for community events;
- Salaries and up to 10% administration fees in applicant organization to compensate time directly spent on grant activities;
- Professional fees for assessment, action planning, or urban design planning; and
- Paying for evaluation services of grant activities.

These grants are awarded through reimbursement of completed work only. TDH is unable to provide advanced payment. Matching funds are not required, but TDH encourages applicants to include commitments of cash or in-kind services to demonstrate support for their project. Funds cannot be spent on salaries for government employees, subsidies for individuals, lobbying activities, construction, or for existing services.



07/31/2025 RFA

The State is seeking applications to provide the services outlined in this RFA. The State will offer approximately six grant(s) of up to \$50,000 for a total of **\$200,000**. The project period is expected to begin on **March 1, 2026**, and will last for 7 months. At this time, no additional funding is expected beyond the 7-month project period. While we anticipate funding one project in each eligible county, the number and dollar amount of grants awarded will depend on the number and budgets of the **Applications** received.

II. APPLICATIONS:

To respond to this Request for Application, please complete the **Application and Competitive Requirements**. See also State of Tennessee, Department of Finance and Administration Automated Clearing House (ACH) Credits and Instructions and IRS Form W9 for completion. The **Application** contains detailed questions about your organization’s background and the specifics of your proposed project. Please complete and attach Exhibit 1 which is the Work and Evaluation Plans. Also provide additional Attachments (to include Letters of Commitment from Participating Partners) compiled in one 10-page or less PDF file.

Attachment #3 is the Grant Budget. This section shall contain all information relating to cost, based on a line-item budget. Complete the Grant Budget form and the attached Line-Item Details form. A description of how dollars will be used must be provided for each line item completed with a superscript 2 on the end, as applicable for the Budget form.

Note: Each expense object line-item is defined by the *U.S. OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

III. Schedule of Events

The following is the anticipated schedule for awarding grants for the HBE REACH Planning. The State reserves the right to adjust the schedule as it deems necessary.

EVENT	TIME (Central Time)	DATE (all dates are state business days)
1. RFA Issued		January 7, 2026
2. Pre-response Teleconference	9:00 a.m.	January 13, 2026



07/31/2025 RFA

3. Written "Questions & Comments" Deadline	2:00 p.m.	January 16, 2026
4. State Response to Written "Questions & Comments"		January 22, 2026
5. Deadline for Applications	2:00 p.m.	January 30, 2026
6. Evaluation Notice Released		February 6, 2026
7. Effective Start Date of Contract		March 1, 2026

Pre-response Teleconference:

A Pre-response Teleconference will be held at the time and date detailed in the RFA Schedule of Events to answer questions concerning the funding opportunity. The information for the Pre-response Teleconference is as follows:

Meeting Name: RFA #34352-19726 Teleconference
 Meeting number (access code): 2314 767 0139
 Meeting password: uYF3C97Qg3K
 Meeting Link: <https://tn.webex.com/tn/j.php?MTID=m1b8f94c4283c6dc91a81f82bfce0b207>
 Join by phone: +1-415-655-0001 US TOLL

Any applicant desiring to submit an application in response to this RFA is encouraged to have at least one (1) representative on the teleconference, however attendance is not mandatory. If you cannot participate, please direct your questions by the scheduled deadline as indicated above, to Jessica Taylor, Competitive Procurement Assistant, listed below in Section IV.

Questions and Answers:

All questions concerning this RFA must be presented to the Competitive Procurement Assistant shown in Section IV, in writing, on or before the Deadline for Written Questions and Comments as detailed above in the Schedule of Events. Questions may be emailed to the Competitive Procurement Assistant. The State's responses will be emailed and posted as an Amendment to the following website: <https://www.tn.gov/health/funding-opportunities.html>.

Deadlines stated above are critical. If documents are submitted late, they will be deemed to be late and cannot be accepted. The clock-in time will be determined by the time of the online submission. No other clock or watch will have any bearing on the time of application receipt.



07/31/2025 RFA

Each applicant shall assume the risk of the method of dispatching any communication or application to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch.

IV. Submission of APPLICATIONS:

Please submit the completed application with all attachments by online submission via the following link no later than the deadline specified in Section III, Schedule of Events in the form and detail specified in this RFA.

Web Link: <https://www.tn.gov/health/funding-opportunities.html>

The Competitive Procurement Assistant at the address shown is the sole point of contact for this competitive process.

Jessica Lynn Taylor
Competitive Procurement Assistant
Service Procurement Program
Division of Administrative Services
Andrew Johnson Tower, 6th Floor
710 James Robertson Parkway
Nashville, TN 37243
Phone: (615) 532-7560
Fax: (615) 741-3840
Email: Competitive.Health@tn.gov

- Checklist for Submission of Applications:
- Application (**Attachment 1**)
 - Competitive Requirements
 - Work and Evaluation Plan (Exhibit 1)
 - 2-page Budget Form (**Attachment 3**)
 - Additional Attachments (to include Letters of Commitment from Participating Partners) compiled in one 10-page or less PDF file
 - State of Tennessee, Department of Finance and Administration Division of Accounts – Supplier Maintenance SDDA Access Form (**Submitted or emailed per instructions on form.**)
 - Form W-9, Request for Taxpayer Identification Number (TIN) and Certification (**Emailed to Supplier.Maintenance@tn.gov**)

V. Application Evaluation:

An evaluation committee made up of at least three (3) representatives of the Department of Health or other Tennessee State Government departments will be established to judge the merit of eligible applications.



07/31/2025 RFA

- A. The committee shall review applications on the basis of the information requested in the RFA. Applications will be evaluated based on the following criteria:
1. **Project Abstract and Problem Statement** - 15 Points Maximum (300-word limit) - Briefly explain what health need has been identified in a racial or ethnic minority priority community and how the proposed built environment project will meet that need. The priority community must be in one of these four counties: Shelby, Davidson, Hamilton, or Knox.
 2. **Project Narrative** – 35 Points Maximum (750-word limit and attached Work section of the Work and Evaluation Plan) - Provide a project narrative detailing how the work will achieve the goal(s) and objectives while collaborating with partners and engaging the community. Describe how you will develop and share culturally appropriate messages to your priority community throughout the project. This should complement the Work and Evaluation Plan (Exhibit 1) attachment and should reference any letters of commitment or support you have received and included in your Additional Attachments.
 3. **Project Management and Sustainment** – 15 Points Maximum (500-word limit) Please provide a narrative describing the applicant organization’s qualifications and ability to manage the project successfully. Please also describe how the applicant will use the plans after the term of the grant to continue the work beyond the grant term.
 4. **Evaluation** – 15 Points Maximum (500-word limit and attached Evaluation portion of Work and Evaluation Plan) Please describe how the applicant will evaluate the impact and success of the project. Include metrics, a plan for data collection, and a plan to disseminate findings. This should complement the Evaluation section of the Work and Evaluation plan attachment (Exhibit 1).
 5. **Budget** – 20 Points Maximum (500-word limit plus Attachment 2 completed on the provided budget template) Please provide a written budget narrative describing anticipated revenue and expenses, additional grant funding, and other funding sources (including in-kind, if applicable). Describe how the rest of the grant project will be funded if this grant is only providing a portion of the costs. If the applicant has received other TDH funds previously or concurrently, please give a brief history.
 6. **Additional Attachments**
Supplemental attachments may be submitted. This section will not be scored individually, but it should support and complement other sections of the grant. For example, if support from an elected official was mentioned in the narrative, a letter of support may be included in this section to corroborate that statement. The additional attachments should



07/31/2025 RFA

be submitted as a single PDF file that does not exceed 10 pages total. Some attachments that may be included are:

- Letters of Support and Letters of Commitment;
- Documents that demonstrate public support;
- Pictures;
- Plans; and
- Convening meeting minutes.

B. Any application that is incomplete or contains significant inconsistencies or inaccuracies shall be rejected without review. The State reserves the right to waive minor variances or reject any or all applications. The State reserves the right to request clarifications from all applicants.

VI. **Sample Grant Contract:**

Following the State's evaluation, grant contracts will be prepared as shown in the **Sample Grant Contract**.

It is imperative that each applicant review the entire Sample Contract with their legal counsel prior to submitting an application for a HBE REACH Planning grant award and notify the State *in advance* if it cannot accept any terms or conditions. Please submit any exceptions to contract language with the Application for HBE REACH Planning. **Taking any exceptions to State contract language may result in the Application being deemed non-responsive and rejected. Any later requests for contract changes will not be considered.**



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

**REQUEST FOR APPLICATION # 34352-19726
AMENDMENT # 1 FOR HEALTHY BUILT
ENVIRONMENTS (HBE) RACIAL AND ETHNIC
APPROACHES TO COMMUNITY HEALTH (REACH)
PLANNING FUNDING OPPORTUNITY**

DATE: JANUARY 22, 2026

RFA # 34352-19726 IS AMENDED AS FOLLOWS:

1. This RFA Schedule of Events updates and confirms scheduled RFA dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (Central Time)	DATE (all dates are state business days)
1. RFA Issued		CONFIRMED
2. Pre-response Teleconference	9:00 a.m.	CONFIRMED
3. Written "Questions & Comments" Deadline	2:00 p.m.	CONFIRMED
4. State Response to Written "Questions & Comments"		CONFIRMED
5. Deadline for Applications	2:00 p.m.	January 30, 2026
6. Evaluation Notice Released		February 6, 2026
7. Effective Start Date of Contract		March 1, 2026

2. State responses to questions and comments in the table below amend and clarify this RFA.

Any restatement of RFA text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFA document.

QUESTION / COMMENT	STATE RESPONSE
1 Will the teleconference be recorded?	Yes, please use the following link: RFA #34352-19726 Teleconference-20260113 1556-1
2 How do I register as a supplier for the State of Tennessee?	Please use the following link to register: Supplier Information

QUESTION / COMMENT	STATE RESPONSE
<p>3</p> <p>Are there any plans for expanding to Grainger/Hamblen/Jefferson Counties?</p>	<p>Not at this time. However, our state-funded Healthy Built Environments (HBE) grant is for all 95 counties in Tennessee. The RFA will be posted in the near future and will be available on the TDH Funding Opportunities website: State of Tennessee. Please be sure to sign up for our Built Environment + Health Newsletter if you would like updates on similar funding opportunities.</p>
<p>4</p> <p>I was wondering if the information for the Memphis, Nashville, and Chattanooga winnings bids were available or you could share more information about the park name, project info, etc. Or, if there was a press release last year with the other awarded projects would be great, too.</p>	<p>Here are the awardees and projects from the last round of HBE REACH Planning grants that were awarded in 2025:</p> <ul style="list-style-type: none"> • City of Chattanooga: \$50,000 for “Revive & Thrive: George Washington Carver Park Redesign” • Civic Design Center (in Nashville): \$50,000 for “Bordeaux and Haynes Neighborhood Health Equity Plan” • The Works (in Memphis): \$50,000 for “Lick Creek Park Design” • United Way of Greater Knoxville: \$50,000 for “Dr. Walter Hardy Park Foodscape Design Plan”
<p>5</p> <p>I want to ask if there is more information or instructions on Exhibit 1 HBE REACH Planning Work and Evaluation Plans .</p> <p>It is my understanding that all four pages need to be completed.</p>	<p>Please open the Exhibit 1 attachment provided with the RFA. The instructions for each question and table are within the Exhibit 1 Attachment form itself. Please read and fill out the entire form and attach it with your application submission.</p>

3. **RFA Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFA not expressly amended herein shall remain in full force and effect.



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

**REQUEST FOR APPLICATION # 34352-19726
AMENDMENT # 2 FOR HEALTHY BUILT
ENVIRONMENTS (HBE) RACIAL AND ETHNIC
APPROACHES TO COMMUNITY HEALTH (REACH)
PLANNING FUNDING OPPORTUNITY**

DATE: JANUARY 28, 2026

RFA # 34352-19726 IS AMENDED AS FOLLOWS:

1. This RFA Schedule of Events updates and confirms scheduled RFA dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (Central Time)	DATE (all dates are state business days)
1. RFA Issued		CONFIRMED
2. Pre-response Teleconference	9:00 a.m.	CONFIRMED
3. Written "Questions & Comments" Deadline	2:00 p.m.	CONFIRMED
4. State Response to Written "Questions & Comments"		CONFIRMED
5. Deadline for Applications	2:00 p.m.	February 4, 2026
6. Evaluation Notice Released		February 11, 2026
7. Effective Start Date of Contract		March 1, 2026

2. **RFA Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFA not expressly amended herein shall remain in full force and effect.

HBE REACH Planning Grants 2026

1. Applicant Name (name of the organization, non-profit, etc. NOT the name of an individual person.) *
Nashville Department of Transportation
2. Which county will the project take place in? (Note: only projects in Davidson, Hamilton, Knox, and Shelby are eligible for this funding opportunity.) *
Davidson
3. Descriptive Project Title (7 words or less) *
Healthier Streets with Open Streets Nashville
4. Contact Person Name *
Tessa Chambers
5. Contact person email address *
tesha.chambers@nashville.gov
6. Re-confirm Email Address *
tesha.chambers@nashville.gov
7. Contact person phone number * 6156291369
8. Please upload the completed Competitive Requirements form. *
Competitive Requirements.pdf

HBE REACH Planning Grants 2026

Healthier Streets with Open Streets Nashville

9. How much money in total do you intend to ask for? (maximum \$50,000) *

\$20,000

10. Please provide a central address or cross section of the area the plan covers or for where the tactical urbanism demonstration will be. *

The Open Streets funding will support neighborhood-led Open Streets events in predominantly racial or ethnic minority council districts including **Districts 1, 2, 3, 9, 21, 32, and 33** covering parts of North Nashville, Madison, and Southeast Nashville. Predominantly racial or ethnic minority communities outside of these council districts will also be eligible.

11. Project Abstract and Problem Statement (300 words max)

Briefly explain:

- the health need in a racial or ethnic minority priority community;
- how the proposed built environment project will meet that need.

Predominantly racial and ethnic minority communities in Davidson County face persistent health inequities tied to the built environment. The Nashville Health Equity Report (2021) shows these neighborhoods experience high poverty rates (up to 39% among Black and Hispanic children), limited health insurance coverage (only 54% of Hispanic adults insured), and elevated chronic disease burdens. Non-Hispanic Black adults have preventable hospitalization rates for diabetes and hypertension complications more than double those of other groups. These disparities are compounded by unsafe streets and limited access to safe, active transportation infrastructure, fear of crime, and proximity to high-traffic corridors. These barriers restrict physical activity and social connection.

NDOT proposes to promote public health in these communities by improving access to Open Streets events, a proven strategy outlined in NDOT's Open Streets Toolkit. By

temporarily closing streets to cars, Open Streets reclaim public space for people, creating safe, inclusive corridors for walking, biking, and play. These events transform streets into vibrant community hubs where neighbors connect, kids learn to ride bikes, and local businesses and cultural organizations engage residents. Open Streets demonstrate how streets can better support active transportation and community connection, informing long-term infrastructure improvements.

NDOT's Livability Program will use REACH funding to remove financial barriers for these communities hosting their own Open Streets. One strategy will be expanding NDOT's Livability Library, which currently offers a limited stock of supplies such as traffic control materials and bistro sets. This funding will allow NDOT to add materials that encourage event activation, physical activity, and social connection, such as temporary play structures, games, and cookout equipment. Another strategy will be direct funding for events, including compensating event organizers for their time and providing sponsorships for event-specific purchases.

Open Streets promote physical activity, foster social cohesion, and empower neighborhoods to envision safer, healthier streets. REACH funding will enable NDOT to specifically focus on improving access to its Open Streets Program in predominantly racial and ethnic minority communities. This will advance health equity and create a replicable model for transforming Nashville's streets into spaces where all residents have access to programs that support health and well-being.

12. Project Narrative (750 words max)

Please describe:

- how your work will achieve your goal(s) and objectives while collaborating with partners and engaging the community;
- how you will develop and share culturally appropriate messages to your priority community throughout the project.

Your narrative should complement the Work and Evaluation Plan (Exhibit 1) attachment and should reference any letters of commitment or support you have received and included in your Additional Attachments. *

The Nashville Department of Transportation and Multimodal Infrastructure (NDOT) will use REACH funding to advance health equity by expanding access to its Open Streets

Program in predominantly racial and ethnic minority communities. These neighborhoods face persistent health inequities tied to the built environment, including high poverty rates, limited health insurance coverage, elevated chronic disease burdens, and unsafe streets. Pedestrian injury rates rose 46.7% between 2014 and 2019, concentrated in high-poverty areas, while fear of crime and proximity to high-traffic corridors further restrict physical activity and social connection. By creating safe, car-free spaces for walking, biking, and play, Open Streets events directly address these barriers and promote healthier, more connected communities.

How Our Work Achieves Goals and Objectives

NDOT's Livability Program will implement two strategies:

1. Expand the Livability Library

The Livability Library currently offers limited supplies for Open Streets organizers, such as traffic control materials and bistro sets. REACH funding will allow NDOT to add culturally relevant and activity-based resources such as temporary play structures, games, cookout equipment, and art supplies to encourage physical activity and social engagement. These materials will be available for checkout by community organizers, reducing financial and logistical barriers to hosting events.

2. Event Organizer Compensation

Hosting an Open Street requires time and effort for planning, permitting, and outreach. NDOT will provide stipends to local organizers, ensuring equitable access for neighborhoods with limited resources. This approach empowers residents to lead activations, builds local capacity for public health programming, and fosters long-term sustainability.

3. Event Sponsorship

Even with the resources in the Livability Library, many neighborhoods have event-specific funding needs, like food/drinks, hiring entertainment, renting portable restrooms, or hiring event security. Event sponsorships will provide funding to support event-specific needs.

NDOT will sponsor **20 Open Streets events** in predominantly racial and ethnic minority communities by November 2026. These events will transform streets into vibrant public spaces where neighbors connect, kids learn to ride bikes, and local businesses and cultural organizations engage residents. Open Streets are more than festivals. They are

tactical urbanism interventions that demonstrate how streets can function as multimodal corridors and inform long-term infrastructure improvements.

Community Engagement and Partnerships

Collaboration is central to this project. NDOT will work alongside **Walk Bike Nashville**, their on-contract Open Streets consultant, to partner with trusted public health and neighborhood engagement partners including the **Metro Public Health Department, Mayor's Office of Neighborhoods, American Heart Association, Neighbor2Neighbor, Black Wellness Collective, and Hispanic Family Foundation**. These organizations will help recruit organizers, provide culturally relevant programming, and amplify outreach efforts.

Community engagement will involve outreach to council members, partner organizations, and other stakeholder groups. NDOT and Walk Bike Nashville communications teams will also promote using traditional communications channels like media outreach, social media, and newsletter shares. NDOT will rely on partner organizations and community ambassadors to spread the word directly to neighborhoods. NDOT will share resources through [Nashville.gov/openstreets](https://www.nashville.gov/openstreets). NDOT and Walk Bike Nashville will support organizers with technical assistance on permitting, traffic control, and event activation.

Culturally Appropriate Messaging

NDOT will develop and share culturally relevant messages that resonate with diverse communities. NDOT will use their on-contract translation and interpretation team to translate materials into community-appropriate languages. Messaging will emphasize inclusivity, safety, and cultural celebration. NDOT and Walk Bike Nashville will encourage organizers recruit local artists, musicians, and food vendors to reflect neighborhood identity. NDOT will look to community ambassadors to promote events and encourage participation.

Messaging will highlight the benefits of Open Streets:

- “Anything you can do in a park, you can do right outside your doorstep—bike, walk, dance, play, and connect.”
- “Open Streets are for everyone—safe, free, and fun.”

Evaluation and Sustainability

Evaluation will measure progress toward five outcomes:

1. **Improved access to Open Streets** (number of neighborhoods hosting events).

2. **Resource utilization** (materials checked out from the Livability Library).
3. **Capacity building** (new and returning organizers).
4. **Event participation** (attendance counts).
5. **Community feedback** (post-event surveys).

Metrics will be tracked through CityWorks permits, inventory spreadsheets, and organizer surveys. Results will inform program improvements and be shared with NDOT leadership, public health stakeholders, and community partners. Walk Bike Nashville and local organizers will assist with evaluation.

Long-term, this project will inspire permanent infrastructure improvements and ongoing Open Streets activations, creating a replicable model for advancing health equity through the built environment. REACH funding will serve as “proof of concept” for expanding access to Open Streets events, building the case for including Open Streets funding in the annual operating budget.

By empowering neighborhoods to reclaim public space, NDOT will foster safer streets, stronger communities, and healthier lives.

13. Project management (500 words max)

Please describe:

- your organization’s qualifications and ability to manage the project successfully;
- how you will use the plans after the term of the grant to continue the work beyond the grant term.

NDOT’s Qualifications and Capacity

The Nashville Department of Transportation and Multimodal Infrastructure (NDOT) is highly qualified to manage this project. NDOT’s Livability Planner will serve as project manager, bringing over six years of project management experience, including proven success managing a previous Healthy Built Environment grant. He currently oversees more than 20 tactical urbanism projects across Nashville and Davidson County, demonstrating expertise in coordinating complex, community-driven initiatives.

NDOT's Planning Division includes a dedicated team of PMP, PE, and AICP-accredited project management and planning professionals. This team ensures adherence to best practices and offers ongoing education and training for project managers. NDOT's organizational capacity is substantial: nearly 400 employees maintain and operate a multimodal transportation system spanning 2,200 miles of public roadways, 6,000 streets, 300 bridges, 835 traffic signals, and more than 1,200 miles of bike lanes and sidewalks. This scale reflects NDOT's ability to deliver projects that improve safety, connectivity, and livability.

Partnerships and Expertise

The Livability Planner will collaborate closely with **Walk Bike Nashville**, NDOT's contracted partner for the Open Streets Program. Since 1998, Walk Bike Nashville has advocated for a more walkable, bikeable, and livable city. They hosted Nashville's first Open Street in 2015 and have since helped neighborhoods reclaim streets as public spaces. Walk Bike Nashville co-developed NDOT's Open Streets Program, authored the Open Streets Community Toolkit, advised on permitting improvements, and helped launch the Livability Library. Their experience organizing large-scale events, including the inaugural 2025 Open Streets Series, a five-mile route fully closed to cars, ensures strong community engagement and operational success.

Sustainability Beyond the Grant Term

The REACH Grant will serve as **proof of concept for annual funding** for the Open Streets Program. NDOT and Walk Bike Nashville focused last year on building the foundation for this program. REACH will provide **seed funding to build the scaffolding**, ensuring all communities across Nashville have access from the start. Expanded Livability Library resources and streamlined permitting will remain available after the grant term, reducing barriers for future events. NDOT will continue providing technical assistance and maintain partnerships with Walk Bike Nashville and other organizations to sustain momentum.

Lessons learned and evaluation results will inform NDOT's long-term Livability Program strategy, integrating Open Streets into broader Vision Zero and active transportation initiatives. By institutionalizing resources, compensating organizers, and fostering community ownership, NDOT will create a replicable model for equitable street activation. This approach ensures Open Streets will continue to advance health equity and strengthen neighborhood connections well beyond the grant period.

14. Evaluation (500 words max)

Please describe:

- how you will evaluate the impact and success of the project;
- the measures and metrics you will use;
- your plan for data collection;
- how you plan to disseminate findings.

This should complement the Evaluation section of the Work and Evaluation plan attachment. *

How We Will Evaluate Impact and Success

NDOT will use a multi-layered evaluation approach to measure awareness, participation, equity, and satisfaction with the Open Streets Program. Our evaluation aligns with Exhibit 1 and leverages existing systems and tools to ensure accurate, timely data collection.

Measures and Metrics

Key performance indicators (KPIs) include:

- **Awareness:** Nashville.gov Open Streets page views, digital mentions, and Google search trends.
- **Participation:** Number of interest forms submitted, permit applications (block party, special event, Slow Street), and approved permits tracked in CityWorks.
- **Engagement and Impact:** Event attendance counts, total linear feet of streets reclaimed for people, and materials checked out from the Livability Library.
- **Equity:** Geographic distribution of permit locations and participant demographics.
- **Program Value:** Organizer satisfaction (Net Promoter Score), toolkit usefulness (Likert scale), and cost savings from free traffic control materials.

These metrics are drawn from NDOT's **Livability Open Streets KPI framework**, which categorizes outcomes across four stages: Aware, Interested, Engaged, and Committed.

Data Collection Plan

- **CityWorks Reporting:** NDOT uses CityWorks for permitting and will pull reports on permit applications, approvals, and event locations.
- **Interest Forms:** Nashville.gov interest form completions will track community interest and help identify priority neighborhoods.
- **Organizer Surveys:** NDOT and Walk Bike Nashville will deploy post-event surveys to organizers to capture feedback on planning experience, resource accessibility, perceived community impact, demographic data, satisfaction ratings, and suggestions for improvement.
- **Inventory Tracking:** Staff track Livability Library use in an inventory spreadsheet to measure resource utilization and cost savings.

Dissemination of Findings

Evaluation results will guide program improvements and inform NDOT's long-term Livability strategy. Findings will be shared with:

- **NDOT Leadership and Planning Team** for integration into Vision Zero and active transportation initiatives.
- **Community Partners and Organizers** through debrief sessions and summary reports.
- **Public Health Stakeholders** to demonstrate health equity impacts and support future funding requests.
- **Public** via Nashville.gov/openstreets and social media, highlighting success stories and opportunities for involvement.

By combining quantitative metrics with qualitative feedback, NDOT will assess the effectiveness of Open Streets in promoting physical activity, social cohesion, and equitable access to public space. These insights will strengthen the case for **annual funding** and ensure the program's sustainability beyond the grant term.

15. Budget (500 words max)

Please describe:

- your breakdown of anticipated revenue and expenses;
- additional grant funding you will utilize for this project (if any);

- other funding sources (including in-kind, if applicable) outside of this grant you will use;
- how the rest of the grant project will be funded to completion if this grant is only providing a portion of the costs;
- a brief history of other TDH-funded projects you have completed (if applicable).

This project will utilize the full \$20,000 REACH grant award to expand NDOT's Open Streets Program in priority neighborhoods. The budget breakdown is as follows:

Livability Library Expansion – \$10,000

Purchase culturally relevant and activity-based materials to support Open Streets activations, including traffic control devices, temporary play structures, games, seating, and cookout equipment. These resources will remain available for future events, ensuring long-term impact.

Direct Event Support – \$10,000

Allocates \$500 per event for 20 events to support stipends to community organizers and event-specific expenses like portable restrooms, event entertainment, food/drinks, and waste/recycling bins.

Additional Funding Sources

This project does not anticipate using other funding sources. However, NDOT has the ability to request supplementary funds from Vision Zero Surplus funding and operating budgets if needed to ensure full implementation and sustainability.

Funding Beyond the Grant Term

The REACH grant will serve as seed funding to build the scaffolding for a citywide Open Streets Program. NDOT and Walk Bike Nashville have already established the foundation by developing the Open Streets Toolkit, launching the Livability Library, and streamlining permitting. This grant will provide proof of concept for annual funding to sustain and scale the program. Expanded resources and processes will remain in place after the

grant term, reducing barriers for future events and enabling neighborhoods to continue hosting Open Streets independently.

History of TDH-Funded Projects

NDOT is near completion of a Healthy Built Environment Grant that funded a mile-long tactical urbanism project on Antioch Pike, known as “Education Mile.” This corridor connects three Metro Nashville Public Schools and demonstrates NDOT’s ability to deliver complex, equity-focused projects in partnership with community stakeholders. This grant included a successful series of Open Streets events, including a recent Halloween Open Streets with thousands of local participants.

16. Attach the Work and Evaluation Plan

The template can be downloaded from the [TDH Funding Opportunities Page](https://www.tn.gov/health/funding-opportunities.html) under this RFA posting (<https://www.tn.gov/health/funding-opportunities.html>). *

17. Upload the completed budget spreadsheet using Attachment 2 Excel Worksheet that can be downloaded on the [TDH Funding Opportunities Page](https://www.tn.gov/health/funding-opportunities.html) under this RFA (<https://www.tn.gov/health/funding-opportunities.html>). *

Browse...

18. Supplemental attachments may be submitted. This section will not be scored individually, but it can support and complement other sections of the grant. It should be submitted as a single PDF file that does not exceed 10 pages total. Some attachments that may be included are:

- Letters of Support and Letters of Commitment;
- Documents that demonstrate public support;
- Pictures;
- Plans; and
- Convening meeting minutes.

(Please combine all of your additional attachments into one document that does not exceed 10 pages)

19. Have you reviewed the sample contract included with the RFA with legal counsel? *

Please describe:

- your breakdown of anticipated revenue and expenses;
- additional grant funding you will utilize for this project (if any);
- other funding sources (including in-kind, if applicable) outside of this grant you will use;
- how the rest of the grant project will be funded to completion if this grant is only providing a portion of the costs;
- a brief history of other TDH-funded projects you have completed (if applicable).

*

This project will utilize the full \$20,000 REACH grant award to expand NDOT's Open Streets Program in priority neighborhoods. The budget breakdown is as follows:

Words used: **290** out of 500.

▲ This question is required

16. Attach the Work and Evaluation Plan

The template can be downloaded from the [TDH Funding Opportunities Page](https://www.tn.gov/health/funding-opportunities.html) under this RFA posting (<https://www.tn.gov/health/funding-opportunities.html>). *

File: REACH_2026_-_Work_and_Evaluation.pdf

17. Upload the completed budget spreadsheet using Attachment 2 Excel Worksheet that can be downloaded on the [TDH Funding Opportunities Page](https://www.tn.gov/health/funding-opportunities.html) under this RFA (<https://www.tn.gov/health/funding-opportunities.html>). *

File: REACH_Grant_Budget.xlsx

18. Supplemental attachments may be submitted. This section will not be scored individually, but it can support and complement other sections of the grant. It should be submitted as a single PDF file that does not exceed 10 pages total. Some attachments that may be included are:

- Letters of Support and Letters of Commitment;
- Documents that demonstrate public support;
- Pictures;
- Plans; and
- Convening meeting minutes.

(Please combine all of your additional attachments into one document that does not exceed 10 pages)

Browse...

⚠ This question is required

19. Have you reviewed the sample contract included with the RFA with legal counsel? *

- Yes
- No

Are there any terms or conditions in the sample contract the organization cannot accept? *

Yes

No

Back

Submit

50%

HBE REACH Planning Work and Evaluation Plans

There are 4 pages to this document. Please ensure you have filled out all 4 and attach it to your application.

Applicant Organization Name: Nashville Department of Transportation and Multimodal Infrastr

Short, Descriptive Project Title Used in Application Form: Healthier Streets with Open Streets Nashville

Project Team Members (you do not need to fill in every row):

Name	Organization	Role	Contact Information
Koby Langner	NDOT	Livability Planner	koby.langner@nashville.gov
Calah Gipson	Walk Bike Nashville	Open Streets Coordinator	calah@walkbikenashville.org

Partnerships with Community Partners Planned to Form or Strengthen Throughout Project (you do not need to fill in every row):

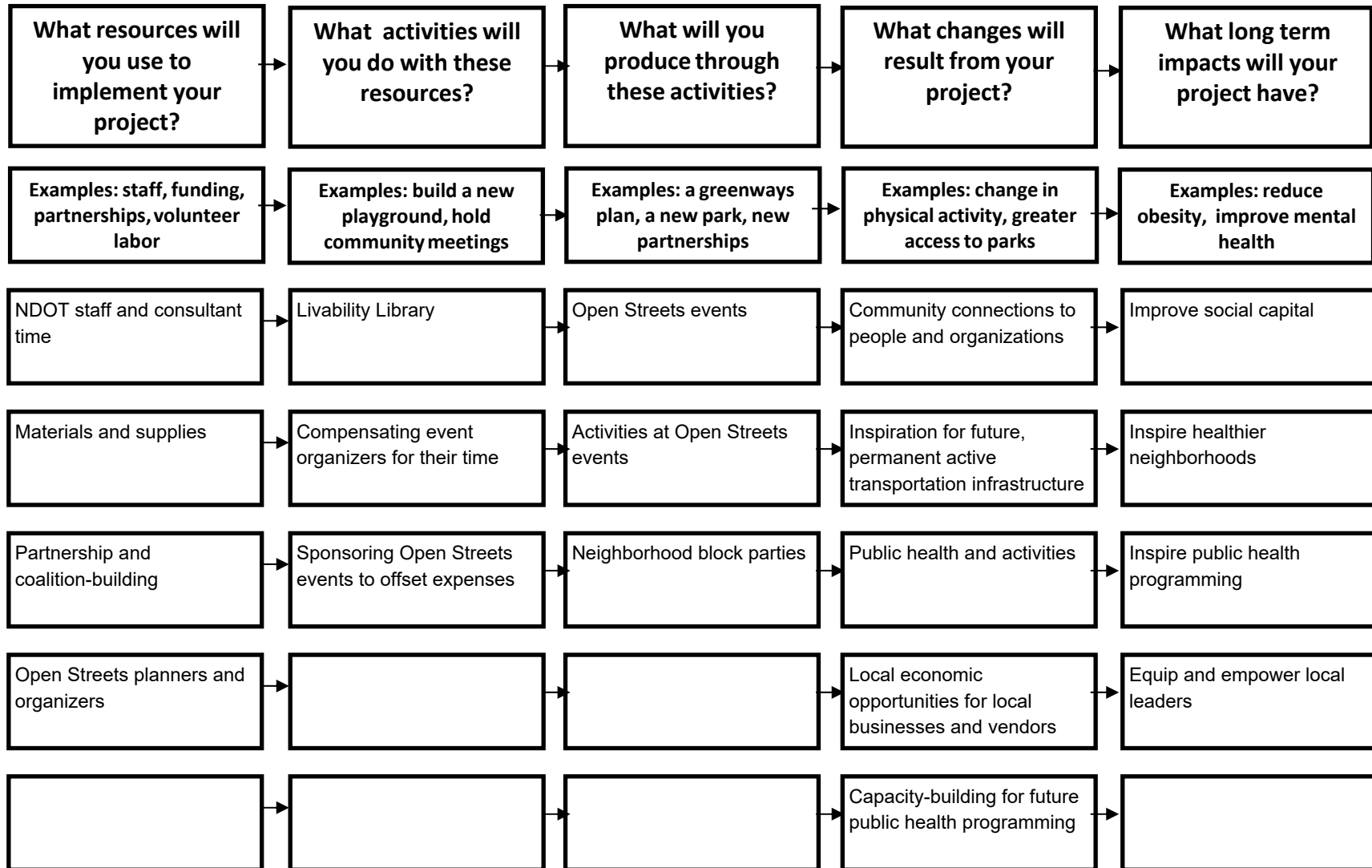
Organization	Organization Type (business, non-profit, government, etc)	Name of primary contact in organization for project
Walk Bike Nashville	Nonprofit	Calah Gipson
Nashville Department of Health	Government	Tracy Buck
Mayor's Office of Neighborhoods	Government	Jordan Wilkins
American Heart Association, Nashville	Nonprofit	Annie Thornhill
Neighbor2Neighbor	Nonprofit	Alisha Haddock
Black Wellness Collective	Nonprofit	Dr. Kim Walker
Hispanic Family Foundation	Nonprofit	Diane Janbakhsh

Other Sources of Funding or Resources to be used in combination with this grant (if any):

NDOT may have additional funding available through its Vision Zero Surplus funding or operating budget

HBE REACH Planning Project Flow Chart

Start by filling out your resources in the left column. Then, work across from left to right for each resource, answering the question in the box above each column.



Work Plan

Please list at least 5 milestones. For each milestone you list, please fill out the achieve by date, person responsible, and criteria for completion.

	Milestone	Achieve by Date	Person Responsible	Criteria for Completion
1	Create materials list and budget for Livability Library purchases	April 1, 2026	Koby/Calah	Spreadsheet complete
2	Update Nashville.gov/openstreets with new resources	April 1, 2026	Koby	Nashville.gov updated
3	Share resources with eligible council members	May 1, 2026	Koby	Every eligible CM contacted
4	Share resources with community partners	May 1, 2026	Koby	Every partner contacted
5	40 completed interest forms from eligible applicants	June 1, 2026	Koby	20 forms complete
6	Stock Livability Library with new resources	May 1, 2026	Koby	Inventory stocked for check-out
7	Fund 20 Open Streets events in eligible communities	November 1, 2026	Koby	10 Open Streets complete
8				
9				
10				
11				
12				
13				
14				
15				

Evaluation Plan

All grantees must complete an evaluation of their project. Please see this [Built Environment Resource Guide](#) for help on forming your evaluation plan. Please list at least 3 desired outcomes of the project and the metric(s) and method(s) for each of those outcomes.

	Desired Outcome of Project (example: increase access to opportunities for physical activity for middle school students)	What metric(s) will you use to determine if you achieved your desired outcome? (example: number of students by age using the facility per week)	What method(s) will you use to collect this metric? (examples: survey, observation, ArcGis analysis)
1	Improve access to Open Streets Program	Number of designed communities who host an Open Street	CityWorks permit tracking
2	Provide helpful resources for Open Streets activation	Materials checked out from Livability Library	Inventory spreadsheet tracking
3	Build local capacity for public health programming	New organizers who plan Open Streets	CityWorks permit tracking
4	Empower regular Open Streets events in neighborhoods	Return organizers who plan Open Streets	CityWorks permit tracking
5	Drive participation in Open Streets events	Number of participants at Open Streets events	Organizer survey
6			
7			
8			
9			
10			

How will you use your evaluation results, and who will you share them with?

Evaluation results will guide analysis of program effectiveness and development of new strategies. Share with NDOT Planning, NDOT Leadership, and public health stakeholders.

Will you be partnering with anybody to complete your evaluation?

Walk Bike Nashville, Open Streets organizers



CR 03/15/2022

COMPETITIVE REQUIREMENTS

- 1. Registered as a tax-exempt organization with the IRS. The status will be verified using the following link: <https://www.irs.gov/charities-non-profits/tax-exempt-organization-search>

Are you registered? Yes No

- 2. Please provide Federal Employer Identification Number (EIN). This number will be verified using the search function in the above link.

EIN Number: 62-0694743

- 3. Every charitable organization, excluding religious or educations institutions, that solicits monetary contributions (including grants) is required to register with the Tennessee Secretary of State's office. This will be verified using the following link:

<https://tnsos.org/charitable/CharitableOrgReports.php>

Are you registered? Yes No

If "No", are you claiming an exemption under T.C.A. § 48-101-502? If so, please provide evidence that you have filed your exemption with the Secretary of State.

- 4. Please submit the names of current board members, executive director, as well as the number of vacancies on the board (minimum of 5 board seats). How long have the vacancies existed?

Executive Director: N/A Vacant: Yes How Long N/A

Board Member: N/A Vacant: Yes How Long N/A

Board Member: N/A Vacant: Yes How Long N/A

Board Member: N/A Vacant: Yes How Long N/A

Board Member: N/A Vacant: Yes How Long N/A

Board Member: N/A Vacant: Yes How Long N/A

Board Member: N/A Vacant: Yes How Long N/A

- 5. Are any board members related by blood or marriage? Yes No

- 6. Are any members of the agency/organization State employees? Yes No

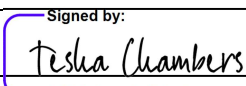
If yes, please list the names and the department they are employed with:

Name: N/A Department: N/A



CR 03/15/2022

Name: N/A Department: N/A

SIGNATURE:  Signed by: Tesha Chambers
5F1FD0115C754DC...



Metro Public Health Dept

Nashville / Davidson County

Protecting, Improving, and Sustaining Health

Freddie O'Connell, Mayor

Sanmi Areola, Ph.D.

Director of Health

Board of Health

Tené Hamilton Franklin MS, Chair

Carol C. Ziegler DNP, FNP-C., Vice-Chair

Marie R. Griffin MD MPH

Rebecca Anne Whitehead (Munn) MBA

Morgan McDonald MD FACP FAAP

Heather Corum Powell

Jeffrey Stoval MD

January 30, 2026

Tennessee Department of Health
Office of Primary Prevention
Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Subject: Support for "Healthier Streets with Open Streets" REACH Grant Application

Dear Review Committee,

On behalf of Metro Public Health Department, I am writing to express our support for the Nashville Department of Transportation and Multimodal Infrastructure's (NDOT) application for the Healthy Built Environments Racial and Ethnic Approaches to Community Health Grant to expand the Open Streets Program in Davidson County.

We believe this initiative will advance health equity in predominantly racial and ethnic minority communities across Nashville. The Nashville Health Equity Report highlights persistent disparities in chronic disease, unsafe streets, and lack of public spaces. NDOT's proposal directly addresses these inequities by supporting neighborhoods in creating safe, car-free public spaces, transforming streets into vibrant community hubs that foster physical activity, reduce isolation, and celebrate cultural identity.

This project aligns with our mission to promote healthier, more connected communities. By empowering neighborhoods to reclaim public space, NDOT is building a replicable model for equitable street activation that will have lasting impact beyond the grant term. We recognize the importance of removing financial and logistical barriers for neighborhood Open Streets organizers. We continue to support NDOT's strategies to make Open Streets more accessible through their Livability Library and direct contributions to communities organizing Open Streets events.

We are willing to promote Open Streets resources through our communications channels, share Open Streets resources with the Nashville Health and Well-Being Council, and make staff available for consultation for public communication and integration of public health best practices into the Open Streets program design. We look forward to supporting NDOT in implementing the Open Streets Program and achieving the shared goal of healthier public spaces for all Nashvillians.

Sincerely,

A handwritten signature in black ink that reads "Sanmi Areola".

Sanmi Areola, PhD
Director of Health
Metropolitan Public Health Department

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



FREDDIE O'CONNELL
MAYOR

01/30/2026

Tennessee Department of Health
Office of Primary Prevention
Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243

Subject: Support for "Healthier Streets with Open Streets" REACH Grant Application

Dear Review Committee,

I am writing to express my support for the Nashville Department of Transportation and Multimodal Infrastructure's (NDOT) application for the Healthy Built Environments Racial and Ethnic Approaches to Community Health Grant to expand the Open Streets Program in Davidson County.

We believe this initiative will advance health equity in predominantly racial and ethnic minority communities across Nashville. The Nashville Health Equity Report highlights persistent disparities in chronic disease, unsafe streets, and lack of public spaces. NDOT's proposal directly addresses these inequities by supporting neighborhoods in creating safe, car-free public spaces, transforming streets into vibrant community hubs that foster physical activity, reduce isolation, and celebrate cultural identity.

This project aligns with our mission to promote healthier, more connected communities. By empowering neighborhoods to reclaim public space, NDOT is building a replicable model for equitable street activation that will have lasting impact beyond the grant term. We recognize the importance of removing financial and logistical barriers for neighborhood Open Streets organizers. We continue to support NDOT's strategies to make Open Streets more accessible through their Livability Library and direct contributions to communities organizing Open Streets events.

We look forward to supporting NDOT in implementing the Open Streets Program and achieving the shared goal of healthier public spaces for all Nashvillians.

Sincerely,

A handwritten signature in blue ink that reads "Freddie O'Connell".

Freddie O'Connell, Mayor

Metropolitan Government of Nashville and Davidson County

February 2, 2023

Tennessee Department of Health
Office of Primary Prevention

**Subject: Support for “Healthier Streets with Open Streets”
REACH Grant Application**



Dear Review Committee,

On behalf of Walk Bike Nashville, I am writing to express our support for the Nashville Department of Transportation and Multimodal Infrastructure’s (NDOT) application for the Healthy Built Environments Racial and Ethnic Approaches to Community Health Grant to expand the Open Streets Program in Davidson County.

Open Streets temporarily transform streets into park space, promoting healthy habits and a sense of connection. Walk Bike Nashville has organized Open Streets events with our local government for over a decade. In recent years, we have worked closely with NDOT to launch an Open Streets program and toolkit for Nashvillians to host their own. If awarded, this grant would catalyze events in neighborhoods where capacity and access to materials have previously limited Open Streets events.

We believe this grant will advance health equity in predominantly racial and ethnic minority communities across Nashville. The Nashville Health Equity Report highlights persistent disparities in chronic disease, unsafe streets, and lack of public spaces. NDOT’s proposal directly addresses these inequities by supporting neighborhoods in creating safe, car-free public spaces, transforming streets into vibrant community hubs that foster physical activity, reduce isolation, and celebrate cultural identity.

This project aligns with our mission to create a more walkable, bikeable, and livable Nashville. By empowering neighborhoods to reclaim public space, NDOT is building a replicable model for equitable street activation that will have lasting impact beyond the grant term. We understand first hand the importance of removing financial and logistical barriers for neighborhood Open Streets organizers. We applaud NDOT’s strategies to make Open Streets more accessible through their Livability Library and direct contributions to communities organizing Open Streets events.

We look forward to supporting NDOT in implementing the Open Streets Program and achieving the shared goal of healthier public spaces for all Nashvillians.

Sincerely,

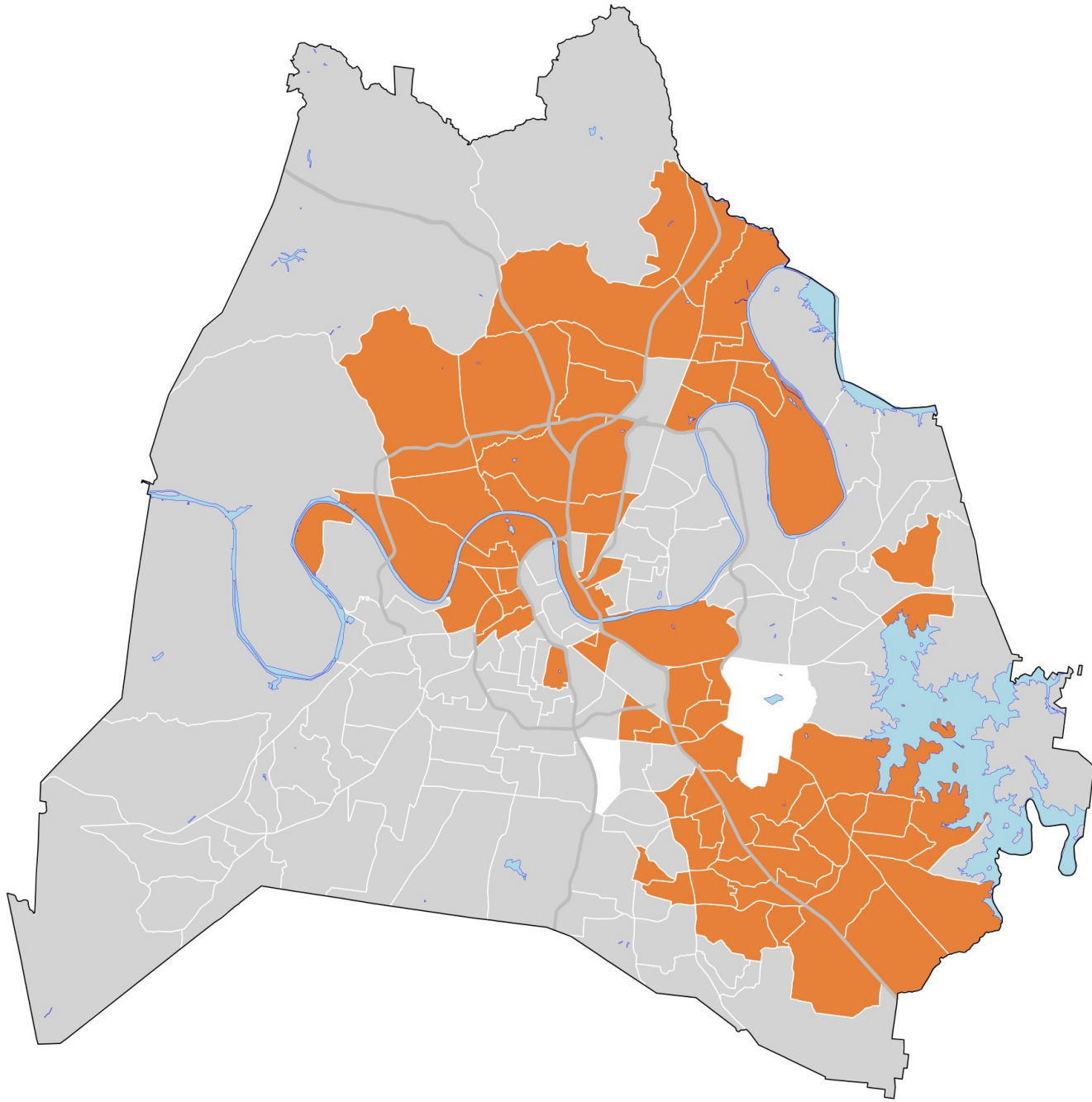
A handwritten signature in black ink, appearing to read "Wesley Smith", with a small flourish at the end.

J. Wesley Smith
Programs Director
Walk Bike Nashville
wesley@walkbikenashville.org

Race / ethnicity

DAVIDSON COUNTY Census Tracts

Majority status ■ majority non-white ■ majority white



GRANT BUDGET

Additional Identification Information As Necessary

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning **March 1, 2026**, and ending **September 30, 2026**. *Roll-Up*

	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries ²	\$0.00	\$0.00	\$0.00
	Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
	Supplies	\$10,000.00	\$0.00	\$10,000.00
	Telephone	\$0.00	\$0.00	\$0.00
	Postage & Shipping	\$0.00	\$0.00	\$0.00
	Occupancy	\$0.00	\$0.00	\$0.00
	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
	Printing & Publications	\$0.00	\$0.00	\$0.00
	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
	Interest ²	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
	Depreciation ²	\$0.00	\$0.00	\$0.00
	Other Non-Personnel ²	\$10,000.00	\$0.00	\$10,000.00
	Capital Purchase ²	\$0.00	\$0.00	\$0.00
	Indirect Cost	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$20,000.00	\$0.00	\$20,000.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-library-.html>).

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

**APPLICATION FOR Healthy Built Environments Reach Planning Grant
Healthier Streets with Open Streets Nashville**

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Signed by:

Diana W. Alarcon

2/2/2026

AC74F1CC700F4DA...

Diana Alarcon, Director
Nashville Department of Transportation
and Multimodal Infrastructure

Date

Certificate Of Completion

Envelope Id: A92E57F8-9A26-4921-8DCF-8AA176DFBF29
Subject: Complete with Docusign: NDOT- REACH Planning 26 App Ready 1.pdf
Source Envelope:
Document Pages: 44
Certificate Pages: 16
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Juanita Paulson
730 2nd Ave. South 1st Floor
Nashville, TN 37219
Juanita.Paulsen@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
4/14/2026 2:48:25 PM
Security Appliance Status: Connected

Holder: Juanita Paulson
Juanita.Paulsen@nashville.gov
Pool: StateLocal

Location: DocuSign

Signer Events

Alla Cross
Alla.Cross@nashville.gov
Security Level: Email, Account Authentication
(None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Timestamp

Sent: 4/14/2026 3:10:15 PM
Viewed: 4/16/2026 7:40:40 AM
Signed: 4/16/2026 7:41:10 AM

Electronic Record and Signature Disclosure:
Accepted: 4/16/2026 7:40:40 AM
ID: ec9e92ce-09b2-4ac4-a459-3a49bdddc2c5

Aaron Pratt
Aaron.Pratt@nashville.gov
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 4/16/2026 7:41:13 AM
Viewed: 4/16/2026 8:18:24 AM
Signed: 4/16/2026 8:18:32 AM

Electronic Record and Signature Disclosure:
Accepted: 4/16/2026 8:18:24 AM
ID: aa1aa9a5-a594-419d-9433-ebea32df1182

Jenneen Reed/mjw
MaryJo.Wiggins@nashville.gov
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.100

Sent: 4/16/2026 8:18:35 AM
Viewed: 4/17/2026 11:36:30 AM
Signed: 4/17/2026 11:51:39 AM


Electronic Record and Signature Disclosure:
Accepted: 4/17/2026 11:36:30 AM
ID: 75f9a580-1338-4054-9e07-a526fc9bffda

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


Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 4/17/2026 11:51:43 AM
Viewed: 4/21/2026 9:01:18 AM
Signed: 4/21/2026 9:01:27 AM

Electronic Record and Signature Disclosure:
Accepted: 4/21/2026 9:01:18 AM
ID: 62e48414-a900-442d-bce1-3e1f73722906

Signer Events	Signature	Timestamp
Phylinda Ramsey Phylinda.Ramsey@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 185.219.141.230 Signed using mobile	Sent: 4/21/2026 9:01:30 AM Resent: 4/21/2026 9:51:16 AM Viewed: 4/21/2026 11:29:47 AM Signed: 4/21/2026 11:30:10 AM

Electronic Record and Signature Disclosure:
Accepted: 4/21/2026 11:29:47 AM
ID: be23db70-c728-4b53-8def-2be3b2a1b562

Phillip Jones Phillip.Jones@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 2600:1004:b153:4dcf:1ccf:9f5d:a6c2:b2bf Signed using mobile	Sent: 4/21/2026 11:30:13 AM Viewed: 4/21/2026 1:29:23 PM Signed: 4/21/2026 1:29:44 PM
--	---	---

Electronic Record and Signature Disclosure:
Accepted: 4/21/2026 1:29:23 PM
ID: e07f684e-93fb-4e39-ac66-cd5ef218f8b4

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Karina Valdez karina.valdez@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 4/21/2026 1:29:47 PM
--	---	----------------------------

Electronic Record and Signature Disclosure:
Accepted: 11/16/2025 6:49:23 PM
ID: c652476a-ea38-42b5-b2ed-c7df7cedf24f

Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; text-align: center; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 4/21/2026 1:29:48 PM Viewed: 4/21/2026 1:37:02 PM
--	---	--

Electronic Record and Signature Disclosure:
Accepted: 4/21/2026 10:22:10 AM
ID: 51a813aa-8216-4d53-9dad-60fc4c3e4ee5

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	4/14/2026 3:10:15 PM
Certified Delivered	Security Checked	4/21/2026 1:29:23 PM
Signing Complete	Security Checked	4/21/2026 1:29:44 PM
Completed	Security Checked	4/21/2026 1:29:48 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

19. **PRIVACY** Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

20. **ACCESS LIMITS** Your use of the Site is at all times governed by our website Terms of Service. DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

22. **FEEDBACK** By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

23. **GENERAL** Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification © DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy certification .