

eScreen End User Agreement
(Drug and Alcohol Testing Services and Program Management)
Contract 6033

eScreen: **eScreen, Inc.**
Physical Address: 7500 W. 110th Suite 500
Overland Park, KS 66210-2328

Mailing Address: PO Box 25902
Overland Park, KS 66225-5902
Attn: Contract Administrator
Fax: (913) 234-4551
e-Mail: contracts@eScreen.com

Customer: **City of Denton**
Address: 901 B Texas Street, Denton, TX 76209
Contact: Karen E. Smith
Email: karen.smith@cityofdenton.com
Phone: (940) 349-7100
Fax:

Federal Tax ID _____

- Sole Proprietor
- Partnership
- Corporation
- Other

5/20/2016

Agreement Effective Date: _____

This eScreen End User Agreement ("Agreement") is made by and between eScreen and Customer as of the date first set forth above.

BACKGROUND

eScreen offers the drug and alcohol testing, program management services and physical examination and related services described on Exhibit A (the "Services"). Customer and eScreen desire: (1) for eScreen to provide the Services to Customer; (2) for Customer to have access to eScreen's network of collection sites (each, a "Clinic") known as the eScreen Occupational Health Network (the "EOHN"); and (3) for Customer to have access to eScreen's Instant Drug Testing Systems (each, a "Testing System") installed at certain Clinics.

AGREEMENT

eScreen and Customer therefore agree as follows:

1. **Drug Abuse Program Management Services.** eScreen will provide the Services, as described in this Agreement in connection with its management of Customer's drug and alcohol testing program.

(a) **Clinic Services.** Where available: (i) each Customer location will use a Clinic in the EOHN for the collection of urine drug test specimens (each, a "Specimen"); and (ii) each Customer location will use a Clinic with a Testing System for eScreen Instant Drug Testing Services. The Clinic will exclusively utilize eScreen's designated laboratory for services to confirm the "non-negative" results from the Testing System. If a Clinic with a Testing System is not available, or for Specimens subject to Department of Transportation oversight, the Clinic will forward the Specimen to a laboratory designated by eScreen for screening and confirmation. A Clinic used for collection must be located within the City of Denton city limits.

(b) **Test Results Reporting.** eScreen will arrange to receive all test results from the EOHN Clinics and the laboratories selected by eScreen. If requested by a Customer, eScreen will arrange for Medical Review of all such test results in accordance with Section 1(e) below. eScreen will report to Customer the test results in accordance with applicable law, nationally accepted standards of medical judgment, and the Department of Health and Human Services Guidelines for Federal Workplace Drug Testing Programs (the "Guidelines"). eScreen will archive the test results for a minimum of 5 years on all positive test results, or such greater period of time as required under applicable federal, state, or local laws.

(c) **Other eScreen Services.** eScreen will also provide Customer the other Services described on Exhibit A.

(d) **Medical Review Officer Services.** If requested, eScreen, using the services of a "Medical Review Officer," as that term is defined in the Guidelines, will review all test results received pursuant to Section 1(b). The Medical Review Officer will have the qualifications as specified in the Guidelines and any applicable federal, state, or local law.

2. **Physical Examination and Related Services.** Each Customer location will use a clinic in the EOHN for its employees' DOT or DOT-look-alike physical examinations or other medical service components as further described on Exhibit A. eScreen will also provide certain Evaluation and Review Services of the physical examination results as requested by Customer and as further described on Exhibit A. For purposes of this Agreement, such services are included in the definition of Services.

3. **Price and Payment.**

(a) **Price.** Customer agrees to pay eScreen for the Services in accordance with the pricing schedule attached as Exhibit A. Effective at the time of any periodic renewal of this Agreement, eScreen may adjust the price for any Service by providing written notice to Customer at least ninety days prior to the renewal date.

(b) **Payment.** eScreen will bill Customer monthly for Services rendered to Customer. Customer agrees to make payments to eScreen within thirty (30) days from the date of invoice. Overdue accounts bear interest at a rate of the lesser of 1.5% per month or the highest rate allowed under applicable law.

(c) **Contract Value.** The total contract value shall not exceed \$50,000.

4. **Limited Warranties and Remedies.**

(a) **Warranty.** eScreen warrants that the Services will be provided consistent with nationally recognized industry standards. The warranty will not apply and eScreen will have no liability for (i) delays beyond the control of eScreen in reporting results; (ii) delays, or errors on the part of the Clinic, laboratory, Medical Review Officer, or persons, or organizations responsible for the transport or delivery of Specimens; or (iii) errors or omissions on the part of the Customer.

(b) **Limitation of Warranties.** THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. eSCREEN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) **Remedies and Limitation.** eScreen shall, at eScreen's option, replace, refund the price, or credit (against the price of future purchases of Services) the price of any Service that does not comply with the warranty set forth in Section 4(a).

(d) **Limitation of Remedies and Liability.** EXCEPT FOR eSCREEN'S OBLIGATIONS RESULTING FROM THIRD PARTY CLAIMS, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE SERVICES SHALL BE REFUND OR REPLACEMENT AS PROVIDED IN SECTION 4(c), AND IN NO EVENT SHALL eSCREEN BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOSS OF PROFITS, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF eSCREEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE FOREGOING LIMITATION SHALL BE FOUND INAPPLICABLE FOR ANY REASON, eSCREEN'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID UNDER THIS AGREEMENT FOR THE IMMEDIATELY PRIOR SIX MONTHS.

5. **Term and Termination.**

(a) **Term.** The term of this Agreement is two years, beginning on the Effective Date. The contract may be extended for an additional year, if agreed in writing by both parties. **General Termination.** Either party (the "Non-breaching Party") may terminate this Agreement immediately by written notice to the other party (the "Breaching Party") following the occurrence of any of the following events:

(i) The Breaching Party fails to make any payment required hereunder and such failure continues for a period of five (5) days after written notice of such breach;

(ii) The Breaching Party is in material breach of this Agreement (other than for nonpayment or for a violation of Section 6) and such breach is not cured within thirty (30) days after written notice thereof;

(iii) Either party breaches this Agreement in any respect more than two (2) times in any calendar year even if such breach is cured;

(iv) The Breaching Party becomes the subject of insolvency or bankruptcy proceedings, ceases doing business, makes an assignment of assets for the benefit of creditors, dissolves, or has a trustee appointed for all or a substantial portion of Breaching Party's assets; or

(v) The Customer breaches Section 6 (Proprietary Information).(c) **Survival.** Upon the termination or expiration of the term of this Agreement, the rights and obligations of the parties under this Agreement shall end, and neither party shall have any claim, including any claim for termination damages, against the other; provided, however, that the following obligations shall survive termination or expiration of this Agreement: (i) Customer and eScreen's payment obligations specified in this Agreement; (ii) eScreen's limited warranty obligations and limitations on liability; (iii) the non-disclosure and non-use of proprietary information provisions of Section 6; (iv) the miscellaneous provisions in Section 7; and (v) any other obligation that by its terms survives such termination or expiration.

6. **Proprietary Information.**

(a) **Proprietary Information.** Each party recognizes that it has had and will continue to have access to the other party's confidential information, including but not limited to Personal Information (defined below), trade secrets, technical product information, financial and marketing data, catalog information, customer lists, sales records and leads, specific knowledge of the types and categories or items ordered by customers and particular needs and requirements related thereto, as well as pricing, business practices and other proprietary commercial information (the "Proprietary Information") and that Proprietary Information constitutes valuable special and unique property of such party.

(b) **Non-Disclosure.** Each party agrees that it will not, for any reason or purpose whatsoever, during the term of this Agreement and thereafter, directly or indirectly, disclose to any party, or use for its own purposes, any of the Proprietary Information without the other party's written authorization, except as is necessary in the ordinary course of performing its duties under this Agreement. In the event of a breach or threat of breach by a party of the provisions of this section, the non-breaching party shall be entitled to an injunction restraining such party from using or disclosing the Proprietary Information, but the foregoing shall not be construed as prohibiting the non-breaching party from having available to it any other remedy, either at law or in equity, for such breach or threatened breach, including but not limited to the recovery of damages from such breaching party.

(c) **Exceptions.** This section does not apply to Proprietary Information that: (i) is or becomes publicly available through no fault of the recipient; (ii) is or has been received in good faith by the recipient without restriction on use or disclosure from a third party having no obligation of confidentiality to the disclosing party; or (iii) is or has been independently developed by the recipient without reference to Proprietary Information received from the disclosing party, as evidenced by the recipient's written records.

(d) **Personal Information.** "Personal Information" means any individual's name, address, phone number, email address, date of birth, social security number, official state or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique biometric data (such as fingerprint, voiceprint, retina or iris image, or other unique physical representation), consumer report, credit history or score or other credit information, employment history or other employment information, health history, medical records, test results, or any Protected Health Information under HIPAA, criminal or background check data, credit card, bank account or other financial data, and any personal data required by law or regulation to be kept confidential.

(e) **Customer is subject to open records statutes and must provide information as deemed appropriate by the Customer's legal department and the State of Texas Attorney General, in accordance with the provisions of Texas Government Code 552 (Public Information Act).**

7. **Miscellaneous.**

(a) **Insurance.** Throughout the term of this Agreement, eScreen shall provide and maintain commercial general liability insurance for all agents and employees, with such limits as eScreen and Customer agree are reasonable; provided, however, that such limits shall not be less than One Million Dollars (\$1,000,000.00 per claim) and Two Million Dollars (\$2,000,000.00) annual aggregate policy limits.

(b) **Non-assignment.** Customer may not assign, transfer, or sell (including by operation of law) its rights under this Agreement, or delegate its duties hereunder to any person including any affiliate of Customer, without the prior written consent of eScreen. A transfer of a controlling interest in Customer shall constitute an assignment. Any purported assignment without eScreen's consent shall be void and shall constitute a breach of this Agreement. eScreen may freely delegate or subcontract its obligations under this Agreement, eScreen may delegate or subcontract only its obligations under this Agreement related to collection, laboratory or medical review officer obligations.

(c) **Entire Agreement; Modification; Waiver.** This Agreement contains the entire agreement between the parties. No modification of any of its provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties. A waiver of any obligation by either party under this Agreement shall be effective only if in writing signed by both parties. A waiver on one occasion shall not affect either party's right to require strict compliance with this Agreement in the future.

(d) **Notices.** Any notices hereunder shall be given in writing directed to the address of each party set forth on the cover page of this Agreement, or to such other address as either party may substitute by written notices to the other, and shall be deemed given: (i) if sent by U.S. mail, upon receipt as evidenced by a delivery confirmation receipt; or (ii) if sent by recognized courier service, upon receipt as evidenced by the courier's records.

(e) **Attorney Fees.** In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default, including, without limitation, attorney fees. Additionally, in the event any suit or action is brought to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney fees incurred at trial, on appeal, and on any petition for review, together with such other expenses, costs, and disbursements as may be allowed by law.

(f) **Governing Law; Jurisdiction.** The rights of the parties in connection with or arising under this Agreement and the relationship of the parties whether or not arising out of this Agreement shall be governed by the laws of Texas, U.S.A., excluding choice of law rules. The parties each consent to the jurisdiction of the state or federal courts of Texas. Each party agrees that service of process may be made upon it wherever it can be located or by certified mail directed to its address for notices under this Agreement.

(g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

(h) **Agency.** Customer is an independent business and has no power, right, or authority to bind eScreen or to assume or to create any obligation or responsibility, express or implied, on behalf of eScreen. Customer shall not take any action that could lead a third party to believe it has such authority. Nothing stated in this Agreement shall be construed as creating relationships of partners, employer and employee, franchisor and franchisee, or principal and agent between the parties.

(i) **Force Majeure.** Neither party shall be liable for any delay or default in performing its obligations (other than payment obligations) if such default or delay is caused by any event beyond the reasonable control of such party, including, but not limited to, acts of nature, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, storm or flood, epidemic, or other similar event. The party suffering such cause shall immediately notify the other party of the cause and the expected duration of such cause. If either party's performance is delayed by more than 60 days pursuant to this Section, the other party may immediately terminate this Agreement by written notice given before the affected party resumes performance.

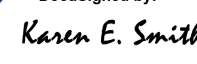
The duly authorized representatives of the undersigned have executed and delivered this eScreen End User Agreement as of the Effective Date.

eScreen, Inc.

DocuSigned by:

BA961C111669FAE4
Christopher Tarpley, Chief Executive Officer

City of Denton

DocuSigned by:

By: E9685D3C280A4B8...
Signature
Karen E. Smith Assistant Purchasing Manager
Name, Title

DocuSigned by:

C821996C2A2B439...
John Knight
Deputy City Attorney

Exhibit A
Schedule of Fees and Services

	Self-Collect	eScreen Network			
		Per Test	In network	Tier 2	Out of Network
Instant Testing					
eScreen Instant Testing- eCup . Includes GC/MS Confirmation, Electronic Results Reporting, Data Management. Includes MRO Review Services			\$30.00	\$33.00	\$37.00
Laboratory Testing					
Includes GC/MS Confirmation, Electronic Results Reporting, Data Management. Screening and (GC/MS) is performed at a designated SAMHSA certified laboratory. Includes MRO Review Services. 5 panel: Cannabinoids (THC), Cocaine, methamphetamine, Opiates, Phencyclidine. 9 panel: Methadone, Barbiturates, Benzodiazepines and Propoxyphene.					
5-9 standard panel			\$34.00	\$37.00	\$44.00
Methaqualone test-cost addl. to any panel		\$1.00			
Heroin (non-reflexive) -cost addl. to any panel		\$0.50			
Ecstasy test-cost addl. to any panel		\$1.00			
Oxycodone test-cost addl. to any panel		\$4.00			
Urine Alcohol test-cost addl. to any panel		\$3.00			
Cotinine test-cost addl. to any panel		\$8.00			
urine Fentanyl test-cost addl. to any panel		\$7.00			
Tramadol test-cost addl. to any panel		\$7.00			
Meperidine test-cost addl. to any panel		\$7.00			
K2 test-cost addl. to any panel		\$25.00			
Narcotics panel (oxycodone, meperidine, fentanyl, nalbuphine, pentazocine)		\$20.00			
DOT Laboratory Testing					
Includes GC/MS Confirmation, Electronic Results Reporting, Data Management. Screening and (GC/MS) is performed at a designated SAMHSA certified laboratory. All systems infrastructure to include software and hardware licenses, communication systems and data storage. Excludes MRO Review Services.					
DOT 7 panel: Cannabinoids (THC), Cocaine, Methamphetamine, Opiates, Phencyclidine, MDMA, 6-AM.			\$35.15	\$38.15	\$45.15
Medical Review Officer Services include physician interview, document review, and release of final report (positive and negative).		\$0.35			

Hair Testing	Self Collect	In Network	Tier 2	Out of Network
Hair testing at eScreen-designated lab. Laboratory screening, confirmation and electronic results feed into client's system for reporting. Includes MRO review services. Excludes shipping.				
Psychemedics Labs				
7-panel includes expanded opiates	\$47.00	\$65.00		\$75.00
Omega Labs				
5 Panel	\$37.00	\$55.00		\$65.00
7-panel includes expanded opiates	\$47.00	\$65.00		\$75.00

Breathe Alcohol Testing			
	In network	Tier 2	Out of Network
Breath Alcohol Testing	\$35.00		\$45.00
Emergency On-Site Breath Alcohol Testing Service (no advance notice) cost plus \$10.00			

Oral Drug Testing	
5 panel lab based oral testing	\$4.00 per device, \$21.00/test
9 panel lab based oral testing	\$4.00 per device, \$22.00/test
Collection Cost additional	\$20.00/test

On-Site Drug Testing Service-standard 5-9 panel	
72 business hours advance notice is required. If this is not met then a \$350 rush charge plus listed collection fees below will be charged. For cancellation less than 48 business hours.	
Tier 1: 1-9 tests. Minimum fee: \$300.00	\$38.00/test
Tier 2: 10-19 tests. Minimum fee: \$350.00	\$33.00/test
Tier 3: 20+ tests. Minimum fee: \$600.00	\$28.00/test

Random Consortiums	
<u>Random Consortium</u> : for employers with less than 50 covered employees	\$100.00 annual membership fee per pool
<u>Stand Alone Pool</u> : for employers with 50 or more covered employees	\$250.00 annual membership fee per pool

Biometric Screening		
	In Network	Out of Network
Biometric Screen: Height, weight, blood pressure, BMI, lipid plus glucose; included online scheduling and electronic reporting to provider designee	\$65.00	\$85.00

Occupational Health Services			
	Per Test	In Network	Out of Network
DOT or DOT-look-alike physical (not medically reviewed), Electronic Results Reporting through myescreen.com. Physicals pricing predicated on use pre-notification feature for all physicals		\$65.00	Cost plus \$30.00
Medical Review for adherence to federal guidelines and/or job specific requirements	\$7.00		
Audiogram		\$36.00	Cost plus \$20.00
Vision Test: Snellen		\$25.00	Cost plus \$20.00

Vision Test: Titmus		\$25.00	Cost plus \$20.00
Vision Test: Ishihara		\$20.00	Cost plus \$20.00
Vision Test: Jaeger		\$20.00	Cost plus \$20.00
OSHA Respirator Questionnaire		\$29.00	Cost plus \$20.00
Pulmonary Function Test/Spirometry		\$65.00	Cost plus \$20.00
Respirator Fit Test- Qualitative		\$40.00	Cost plus \$20.00
Respirator Fit Test- Quantitative		\$45.00	Cost plus \$20.00
Chest Xray- 1 view		\$78.00	Cost plus \$20.00
Chest Xray- 2 view		\$98.00	Cost plus \$20.00
EKG		\$80.00	Cost plus \$20.00
Height/Weight/ Blood Pressure		\$25.00	Cost plus \$20.00
ASR		\$30.00	Cost plus \$20.00
Kraus Weber Evaluation		Cost plus \$10.00	Cost plus \$20.00
TB/PPD testing per 1 step		\$35.00	Cost plus \$20.00
Vaccinations and titers		Cost plus \$10.00	Cost plus \$20.00
Lab Panels (eg complete blood count)		Cost plus \$10.00	Cost plus \$20.00

Additional Services	
After Hours Collections	Cost plus \$7.00
Observed Collections	Cost plus \$7.00
Blood Alcohol Collection and Testing	\$50.00
Client-Requested Re-Analysis of a Drug Specimen	\$150.00
Cab Packs for DOT Testing Only	\$3.00
Blind Specimen Submission (DOT Only)	\$25.00
Expert Witness Testimony – MRO	\$250.00 per hour plus travel
Litigation Package	\$150.00
Legal Support: Any required legal support required by Client or eScreen will be billed to Client at its cost plus any travel expenses outside of Kansas City, KS	

Evaluation and Review Services

Position Evaluation (clinical and administrative recommendation for components of physical examination and allowable range with respect to each component based on employer-provided written job description and applicable regulations, if any).

Administrative Review (review Clinic-generated documentation for DOT or DOT-look-alike physical examination (with established agreed upon criteria), or other medical service components, for completion of required elements; follow-up with Clinics as necessary and appropriate).

Clinical Review (review Clinic-generated documentation for DOT or DOT-look-alike physical examination for completion of required elements; identification of any reported value outside allowable range for individual's position; follow-up with clinic as necessary and appropriate).

Consultative Review (clinical recommendation regarding whether injured or disabled individual is physically able to return to work in a specific position based on employer-furnished written documentation regarding such individual's then-current capabilities, employer-furnished written job description for the position, and applicable regulations, if any; provided, however that eScreen shall only provide a recommendation for an individual already cleared by his or her treating physician to return to work).

Each of the Evaluation and Review Services is offered subject to the following terms and conditions. By requesting or receiving any of these services (regardless of whether Customer pays for the service), Customer agrees to and is bound by the following except as otherwise prohibited by law:

(1) Customer acknowledges and agrees that eScreen relies solely on documentation and other information actually received by eScreen from Customer. eScreen is not responsible for performing any other review, examination, interview, investigation, or compilation of documentation or other information in providing any Evaluation and Review Services.

(2) Customer acknowledges and agrees that the provider who actually performs the specific physical examination or other diagnostic services is not employed by nor contracted with eScreen. Customer is solely responsible for the selection of the provider who performs those services. eScreen has no responsibility for such provider's performance or non-performance of such medical or nursing services. Nor is eScreen responsible for such provider's health information privacy and security practices. While eScreen representatives may communicate with such provider as part of its Evaluation and Review Services, eScreen has no authority to require or direct a provider to take certain action or to refrain from engaging in certain conduct.

(3) Customer understands, acknowledges and agrees that, except as provided in the following sentence, neither eScreen nor any of its clinicians owes a duty to warn, report, or counsel any individual regarding any health condition, status, or risk indicated by or reflected on documentation reviewed by eScreen. Customer understands, acknowledges and agrees that eScreen's duty warn and report to an individual regarding any health condition, status, or risk is strictly limited to (a) in-person services provided by an eScreen clinician, including biometric screenings, or (b) laboratory results that are provided directly to eScreen (as opposed to results provided to a third-party clinic). Neither eScreen nor any of its clinicians enters into a treatment relationship with any individual as a result of providing Evaluation and Review Services.

(4) Customer acknowledges and agrees that no statement made nor opinion expressed by eScreen or any of its employees or contracted clinicians relating to any Evaluation and Review Service constitutes a medical or nursing opinion or advice.

Certificate Of Completion

Envelope Id: 0EC5F80E41E24C1FA24D090DF89A8ED8	Status: Completed
Subject: 6033 Contract with Escreen	
Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Karen E. Smith
Time Zone: (UTC-06:00) Central Time (US & Canada)	karen.smith@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Karen E. Smith	Location: DocuSign
5/17/2016 4:13:23 PM	karen.smith@cityofdenton.com	

Signer Events

Christopher Tarpley
 christopher.tarpey@escreen.com
 Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

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 Using IP Address: 198.97.228.8

Timestamp

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 Signed: 5/20/2016 2:40:16 PM

Electronic Record and Signature Disclosure:
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John Knight
 john.knight@cityofdenton.com
 Deputy City Attorney
 City of Denton
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Karen E. Smith
 karen.smith@cityofdenton.com
 Assistant Purchasing Manager
 City of Denton
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

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

Carbon Copy Events	Status	Timestamp
<p>Michael Jensen michael.jensen@escreen.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	Sent: 5/20/2016 3:23:33 PM
<p>Patty Keller Patty.keller@cityofdenton.com HR Analyst City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	Sent: 5/20/2016 3:23:34 PM
<p>Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	Sent: 5/20/2016 3:23:34 PM Viewed: 5/25/2016 1:20:10 PM

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/20/2016 3:23:34 PM
Certified Delivered	Security Checked	5/20/2016 3:23:34 PM
Signing Complete	Security Checked	5/20/2016 3:23:34 PM
Completed	Security Checked	5/20/2016 3:23:34 PM

Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.gunn@cityofdenton.com

To advise City of Denton of your new e-mail address

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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