



Elena Gomez &lt;elena.gomez@co.hidalgo.tx.us&gt;

---

**Re: Netsmart Hidalgo Contract, SOW and Price Sheet**

1 message

David Cantu &lt;david.cantu@da.co.hidalgo.tx.us&gt;

Wed, Jun 24, 2020 at 4:35 PM

To: Elena Gomez &lt;elena.gomez@co.hidalgo.tx.us&gt;

Cc: "ramirez, josephine" &lt;josephine.ramirez@da.co.hidalgo.tx.us&gt;, "Garza, Victor" &lt;victor.garza@da.co.hidalgo.tx.us&gt;, "Vina, Robert" &lt;robert.vina@da.co.hidalgo.tx.us&gt;

Good afternoon,

Our office has reviewed the proposed documents regarding the proposed agreement between the County of Hidalgo and Netsmart. **At this time our office approves as to form of the documents**, subject to the attached recommended revisions and as explained here:

Document titled, **"Master Agreement for SAAS Licensed Software & Services"**

1. Paragraph 4, titled, "Term", at subsection "(B)," Our office recommends, deleting the following portion of the paragraph:

"Either party may terminate this Master Agreement as of the last day of the Initial Term or any Option Term, by giving the other party not less than one-hundred and eighty (180) days, in the case of a termination by Subscriber, written notice of termination by Subscriber, written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term as the case may be.

And replace with the following:

Either party may terminate this master Agreement with or without cause upon 90 day written notice of termination.

2. Paragraph 11, titled, "Indemnification", at subsection (b), Our office recommends inserting the following to the beginning of the paragraph:

To the extent allowed under the Constitution and laws of the state of Texas... subscriber will indemnify and hold harmless...

3. Paragraph 16, titled, "General Provisions", at subsection "(a)," Our office advises that the governing law must be the laws of the State of Texas

4. Paragraph 16, titled, "General Provisions", at subsection "(j)," Our office recommends removing the following:

"If a trial results from any dispute not resolved by mediation, the parties waive their right to a jury trial. No action, regardless of form, arising out of this Master Agreement will be brought more than one (1) year after the cause of action accrues."

5. Paragraph 13, titled, "Confidentiality", our office recommends adding a subsection as such:

(e ) The parties understand that this agreement is subject to the provisions of Texas Government Code 552; the Texas Public Information Act.