

Naloxone (Narcan) Vending Machine Placement Agreement

This Naloxone (Narcan) Vending Machine Placement Agreement (Agreement) is by Hidalgo County and is effective _____, 2026 (Effective Date).

Background

Hidalgo County has entered into an arrangement with Corazon Ministries to expand low-barrier, no-cost access to life-saving overdose reversal medication (naloxone) within communities served by Hidalgo County.

In support of Hidalgo County and Corazon Ministries joint effort to increase naloxone availability, The University of Texas Health Science Center at San Antonio Be Well Institute (Be Well) desires to make available a Naloxone vending machine (Vending Machine) available to Hidalgo County and Corazon Ministries and Hidalgo County desires to locate the Vending Machine on Hidalgo County property.

Accordingly, in exchange for the provision of the Vending Machine by Be Well, Hidalgo County agrees as described below.

Agreement

1. Term and Termination. This Agreement begins on the Effective Date and continues for as long as the Vending Machine is made available to Hidalgo County by Be Well.
2. Hidalgo County Obligations.
 - a. Hidalgo County understands and agrees that the Vending Machine shall remain the sole property of Be Well. Upon the written request of Be Well, Hidalgo County will coordinate recovery of the Vending Machine by Be Well.
 - b. Hidalgo County will provide a suitable location at the Hidalgo County area (Site) for the Vending Machine identified in Schedule 2 and is solely responsible for all costs to operate the Vending Machine, including utilities, internet, or other services required by the Vending Machine. Hidalgo County will provide Be Well access to the Site as requested by Be Well for inspection or servicing of the Vending Machine.
 - c. Hidalgo County will arrange for the replenishing of Naloxone in the vending machine such that the Vending Machine is sufficiently stocked to provide uninterrupted access to Naloxone.
 - d. Hidalgo County will provide Be Well with data requested by Be Well regarding use of the Vending Machine.
 - e. Hidalgo County will provide advance notice to Be Well in the event of termination or material change of Hidalgo County arrangement with Corazon Ministries regarding operation of the Vending Machine;
3. Additional Provisions.
 - a. **Party Status.** This Agreement does not create an employment relationship, partnership, or joint venture between Be Well and Hidalgo County.
 - b. **Texas Law.** This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas and all obligations of the parties are performable, and venue shall lie in Hidalgo County, Texas.

- c. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. **Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, be dated subsequent to the date hereof and duly executed by the Parties.
- e. **Representation and Construction.** By executing this Agreement, the parties acknowledge that they have had the opportunity to be represented by counsel and review and consider the terms of the Agreement. This Agreement shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Agreement or any provision contained herein.
- f. **Entire Agreement.** This Agreement constitutes the final and entire agreement between the parties and contains all terms and conditions agreed upon related to the services described herein. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same is in writing dated subsequent to the date hereof, and duly executed by the parties. This Agreement does not effect any other agreement between or among the parties with respect to any other matter not addressed herein.
- g. **Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by Be Well and Hidalgo County to attempt to resolve any claim for breach of contract made by Hidalgo County that cannot be resolved in the ordinary course of business. The chief business officer of Be Well will examine Hidalgo County's claim and any counterclaim and negotiate with Hidalgo County in an effort to resolve such claims. The parties hereto specifically agree that (1) neither the issuance of this Agreement by Be Well nor any other conduct, action or inaction of any representative of Be Well relating to this Agreement constitutes or is intended to constitute a waiver of Be Well's or the State's sovereign immunity to suit; and (2) Be Well has not waived its right to seek redress in the courts.
- h. **Status of University.** The parties acknowledge that Be Well is an agency of the State of Texas and under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege of the State of Texas. Notwithstanding the generality or specificity of any provision of this Agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representation or warranties), the provisions of this Agreement, as those provisions pertain to Be Well, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. Be Well will not be required to perform or refrain from performing any act that would violate the laws or the Constitution of the State of Texas.

IN WITNESS WHEREOF, the undersigned executes this Agreement to be effective as of the date first set forth above.

[Hidalgo County, TX]

By: _____

Name: _____

Title: _____

Date: _____

Schedule 2

Vending Machine

Model, Make, Serial Number

In the event that the Vending Machine is damaged or does not function as intended Be Well, in Be Well's sole discretion, may repair or replace the Vending Machine.