

**IN THE STATE OF TEXAS
COUNTY OF EL PASO**

**INTERLOCAL JOINT SERVICES AGREEMENT
FOR PHYSICIAN STANDING ORDERS TO ADMINISTER UNASSIGNED, NON-
PRESCRIBED MEDICATION (EPINEPHRINE DELIVERY SYSTEMS, MEDICATION
FOR RESPIRATORY DISTRESS, AND OPIOID ANTAGONISTS)**

Pursuant to the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, this Interlocal Agreement (the or this "Agreement") is made by and between Dr. Hector I. Ocaranza, M.D. (the "Physician") and the Ysleta Independent School District ("YISD") together with the Region 19 Education Service Center ("Region 19") and the following local independent school districts: El Paso Independent School District ("EPISD"), Anthony Independent School District ("AISD"), Canutillo Independent School District ("CISD"), Socorro Independent School District ("SISD"), Fabens Independent School District ("FISD"), San Elizario Independent School District ("SEISD"), Tornillo Independent School District ("TISD"), and Clint Independent School District ("CISD"), hereinafter collectively referred to as the "School Districts" and individually as a "Participating District" or its respective name or acronym as defined herein, and are joined for purposes of establishing joint services to facilitate for the benefit of School Districts and Region 19 all necessary standing orders for unassigned, non-prescribed medication by the Physician. Nothing herein shall be construed to create a direct contractual relationship between or among any of the Participating Districts, Region 19 and YISD.

I. PURPOSE OF INTERLOCAL AGREEMENT

This Agreement constitutes an "interlocal contract" within the meaning of, and authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code (the "Act"), and, among other things, the purpose of this Agreement is to provide "governmental functions or services", within the meaning of the Act as follows.

The purpose of this Agreement is to provide for the establishment and provision of physician standing orders required of the parties prior to the administration of unassigned, non-prescribed medication in conformance with applicable state law, regulations and related school district policy. This Agreement shall be authorized by the governing body of each party.

II. TERM

- A. The primary term of this Agreement shall begin on May 20, 2026, and continue through June 30, 2031. The Agreement may be renewed for a maximum of two (2) additional one (1) year term options upon written agreement by all renewing parties.
- B. Either party may at any time, without penalty, terminate this Agreement on its behalf by providing at minimum 30 days written notice to all parties then under contract by email and certified mail, return receipt requested, to those individuals identified in the attached contact listing, which is incorporated herein.

- C. Notice of termination by any party or Participating District shall apply solely to that party/district and shall take effect upon receipt of said notice by all indicated parties.

III. POWERS, RESPONSIBILITIES AND DUTIES OF PHYSICIAN

- A. The Physician reserves his right to exercise all lawful powers afforded by law, regulation or policy, and furthermore agrees to fulfill requirements pursuant to this Agreement as follows.
1. Physician shall maintain at his personal expense any required medical licenses and certifications required to fulfill his responsibilities under this Agreement.
 2. Physician acknowledges and certifies that he is “a physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157” and that, accordingly, he is authorized to prescribe unassigned, non-prescribed medication for the use of and in the name of a school district.
 3. Physician shall maintain at his personal expense current and adequate personal medical malpractice liability insurance which coverage shall not exclude Physician’s duties under this Agreement.
 4. Issue, review and renew for any requesting party any necessary written medical authorizations or standing orders as follows:
 - a. Automated External Defibrillator (AED);
 - b. Epinephrine (for auto-injector and nasal spray);
 - c. Naloxone;
 - d. Pulse Oximetry; and
 - e. Medication for Respiratory Distress (subject to availability and in conformance with existing board policy).
 5. Review and evaluate any data recorded or generated by a party’s AED.
 6. Review and assist with any necessary updates to a party’s AED protocol.

IV. POWERS, RESPONSIBILITIES AND DUTIES OF PARTICIPATING SCHOOL DISTRICTS AND REGION 19

- A. Each Participating District, including YISD, reserves its right to exercise all lawful powers to which it is entitled by law, regulation or policy, and furthermore agrees to fulfill requirements pursuant to those authorities and this Agreement as follows.
1. Each Participating District’s applicable campus shall have at least one individual who is authorized and trained to administer an unassigned medication present during regular school hours.
 2. Each Participating District’s applicable campus shall have at least two unused, unexpired unassigned medication doses available.
 3. All unassigned medication shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer.
 4. Each Participating District remains solely responsible for complying with their respective administrative regulations addressing acquisition, maintenance, expiration,

and disposal of unassigned medication in their district, as well as reporting, employee training, and emergency notification requirements.

V. SEVERABILITY

If any part provision of this Agreement is found held to be illegal or unenforceable, such provision part shall be deemed severable, and the remainder of the Agreement shall remain in full force and effect, and nevertheless be binding.

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties. Any prior oral understandings or written or oral agreements are hereby superseded.

Nothing in this Agreement shall supersede, modify or waive any statutory, policy or administrative requirements applicable to any given Participating District.

VII. EXECUTION

This Agreement may be executed jointly or in counterparts. The authorized signature of an authorized representative of any party or Participating District, whether or not named above herein, shall constitute a binding commitment.

VIII. IMMUNITY

Nothing herein shall waive or reduce the sovereign immunity of the parties hereto or broaden the limited waiver of immunity provided by the Texas Tort Claims Act (TTCA) and the Texas Education Code (TEC) §§ 38.215, 38.227; 25 Texas Administrative Code (TAC) 40.49; 25 TAC 40.71; and 25 TAC 40.89. Sections 38.215 and 38.227 of the Texas Education Code provides a person with immunity from civil or criminal liability or disciplinary action to a person who in good faith acts or fails to act in issuing an order for or prescribing unassigned medication to include epinephrine delivery systems, medication for respiratory distress, and opioid antagonists.

SO AGREED as of the date of approval of the YISD and each other party, respectively.

ACCEPTED AND AGREED TO:

YSLETA INDEPENDENT SCHOOL DISTRICT

By: 
Title: Board President

Date: May 20, 2026

LICENSED PHYSICIAN

By:

Title:

Date:

EL PASO INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

ANTHONY INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

TORNILLO INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

SOCORRO INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

CLINT INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

FABENS INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

REGION 19 EDUCATION SERVICE CENTER

By:

Title:

Date:

INTERLOCAL CONTACTS AND ADDRESS INFORMATION

Individual/Entity/School District	Email & Physical Work Address
Dr. Hector I. Ocaranza, M.D.	
Ysleta Independent School District _____(name), _____(title)	
Clint Independent School District _____(name), _____(title)	
Fabens Independent School District _____(name), _____(title)	
San Elizario Independent School District _____(name), _____(title)	
Socorro Independent School District _____(name), _____(title)	
Tornillo Independent School District _____(name), _____(title)	
El Paso Independent School District _____(name), _____(title)	
Anthony Independent School District _____(name), _____(title)	
Canutillo Independent School District _____(name), _____(title)	
Region 19 Education Service Center _____(name), _____(title)	