



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/04/2026

Item Title: Memorandum of Understanding X Action
Tropical Texas Behavioral Health and Information
Brownsville ISD Discussion

BACKGROUND:

Tropical Texas Behavioral Health (TTBH) provides screening and assessment services to the identified student population for mental health services at campuses or through home visitations. TTBH will also collaborate with the District regarding provision of follow-up mental health services and continuity of care for students. Services will be provided on an as needed basis and at times and days mutually agreed upon by TTBH and the District. The Memorandum of Understanding sets guidelines and procedures that clarify the roles and responsibilities between the Brownsville ISD and Tropical Texas Behavioral Health.

FISCAL IMPLICATIONS:

No cost to the District.

RECOMMENDATION:

Recommend approval to renew the Memorandum of Understanding between the Brownsville Independent School District and Tropical Texas Behavioral Health for student mental health services for the 2026-2027 and the 2027-2028 school years. No cost to the District.

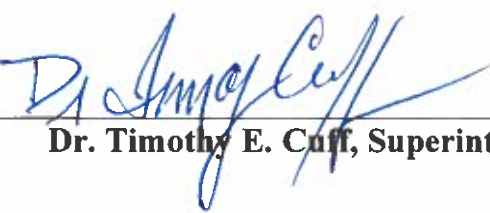
Sara M. Garza 
Submitted by: Principal/Program Director

Rose E. Longoria 
Recommended by: Assistant Superintendent

Miguel Salinas 
Reviewed by: Staff Attorney

Rose E. Longoria 
Approved by: Assistant Superintendent

Approved for Submission to Board of Education:


Dr. Timothy E. Cuff, Superintendent

When Necessary, Additional Background May Follow This.

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Tuesday, July 14, 2026 12:09 PM
To: Roxanne Eckstein; Miguel Salinas
Cc: Minerva Almanza; Lea Ohrstrom
Subject: Re: MOU Tropical Texas Behavioral Health and BISD

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Approved as to form.

Sincerely,

Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Monday, July 13, 2026 8:09 AM
To: Priscilla Lozano <plozano@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Oscar Trevino <otrevino@808West.com>
Cc: Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>
Subject: RE: MOU Tropical Texas Behavioral Health and BISD

Good morning Ms. Lozano,

Please see the attached for final approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxy Eckstein



AN EARLY COLLEGE DISTRICT
BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT

Roxanne Eckstein
Paralegal
Staff Attorney Office

1900 E. Price Rd. Suite 302 • Brownsville, Texas 78521
Office: (956) 698-6379 • Fax: (956) 714-6400
E-mail: reckstein@bisd.us

Roxanne Eckstein | Paralegal to Miguel Salinas | Office of the Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521

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The Brownsville Independent School District does not discriminate based on race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs, or activities

From: Priscilla Lozano <plozano@808West.com>

Sent: Tuesday, June 23, 2026 12:32 PM

To: Roxanne Eckstein <reckstein@bisd.us>; Lea Ohrstrom <lohrstrom@808West.com>; Oscar Trevino <otrevino@808West.com>

Cc: Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>

Subject: Re: MOU Tropical Texas Behavioral Health and BISD

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Good afternoon,

Please see document with recommended edits attached.

Sincerely,

Priscilla

**ODC**
O'DONOGHUE, DEMERATH & CASTILLO
Attorneys and Counselors at Law

Priscilla A. Lozano

Partner
808 West Ave
Austin, Texas 78701
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www.808west.com

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From: Roxanne Eckstein <reckstein@bisd.us>

Sent: Wednesday, June 17, 2026 8:49 AM

To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Oscar Trevino <otrevino@808West.com>; Priscilla Lozano <plozano@808West.com>

Cc: Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>

Subject: MOU Tropical Texas Behavioral Health and BISD

Ms. Lozano,

Please see the attached for your review and approval.

***Please note this are the yearly contracts going to the board with the previous board approval backup.**

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxy Eckstein



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**MEMORANDUM OF AGREEMENT
BETWEEN
TROPICAL TEXAS BEHAVIORAL HEALTH
AND
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF AGREEMENT (this Memorandum) is entered into between **Tropical Texas Behavioral Health** (TTBH), a community center organized under the provisions of the Texas Health & Safety Code, Chapter 534, and a governmental unit of the State of Texas, and the **Brownsville Independent School District** (District) whose address is 1900 Price Rd, Suite 307, Brownsville, TX, 78521 for the purpose of establishing a continuity of care system for persons with mental illness.

In consideration of the mutual agreements contained within this Memorandum of Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, TTBH and District agree as follows:

**I.
District Obligations**

Services.

- a. Identify and refer if authorized by parental consent or law to TTBH students in need of screening and assessment for behavioral health services.
- b. Provide TTBH, its employees or agents access to its campuses for the purpose of establishing a continuity of care system. Such person(s) shall be allowed campus access on an as-needed basis and at times and days mutually agreed upon by TTBH and District.
- c. Collaborate with TTBH's worker(s) for the purpose of making referrals to TTBH and for the purpose of providing continued care, assessments and treatment of those students identified as requiring services from TTBH for behavioral health conditions.

Confidentiality. District must maintain the confidentiality of information received during the performance of this Memorandum, including information which discloses confidential personal information or identifies any person served by TTBH, in accordance with applicable federal and state laws.

District agrees to follow, undertake, or institute appropriate procedures of safeguarding client information with particular reference to client identifying information. The term "client identifying information" includes, but is not limited to, a client's medical record, graphs or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc.; any acknowledgment that a person is or has been a client of the facility, TTBH, or other designated Contractor; and protective health information (PHI) as such term is defined by the federal Health Insurance Portability and Accountability Act (HIPAA), as amended. District agrees to comply with HIPAA and all regulations promulgated thereunder, including, but not limited to, all provisions governing the use and disclosure of PHI.

TTBH will provide information requested by District related to TTBH students participating in the Program unless prohibited by federal or state law. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA). TTBH hereby designates District as a school official with a legitimate education interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the District to carry out the Program. District agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

Non-Discrimination. District will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied the benefits of,

or be subjected to discrimination in their performance of the agreement District obligations herein are subject to written consent of Districts students' parental consent. However, a child may consent to counseling for those provisions pursuant in Texas Family Code, Sec. 32.004.

II.

TTBH Obligations

Services.

- a. Provide staff, at times mutually agreed upon by TTBH and District, access to campuses for the purpose of conducting intake screenings and assessment of referrals by the District.
- b. Provide Crisis Assessments, eligibility determination and mental health services to the identified student/family population at the designated location or through home visitation.
- c. Collaborate with the District regarding provision of follow-up mental health services and assessments to eligible persons.
- d. Provide service linkage to students for behavioral health services.
- e. Provide services to District students and families who have been identified as being in need of these services, as capacity exists.
- f. TTBH provide Qualified Mental Health Professionals (QMHP) and Licensed Professional Counselors (LPC) to provide services.
- g. All TTBH employees assigned to assist the District shall hold the proper licenses and certifications to fulfill his/her job duties as mandated by TTBH and/or the State of Texas.
- h. All TTBH employees assigned to the District shall: (1) report to their TTBH manager and follow his/her directives; (2) follow the duties and responsibilities outlined in this agreement; and (3) shall serve students that the District identifies as needing assistance through the referral system established by the District's Family Treatment Program.
- i. TTBH employees will be given access to TTBH information systems at the Satellite office and colocation campus sites.
- j. TTBH agrees to provide to the District the names, social security numbers and dates of birth of any employee of TTBH that will be provided access to District campuses and contact with students. This information shall be used for the sole purpose of conducting a criminal record check of the TTBH employee as provided by District policy CH (Legal) and Sec. 22.083(b) of the Texas Education Code. Alternatively, TTBH may provide proof or certification, satisfactory to the District, of a criminal record check of the TTBH employee that was conducted within the preceding twelve (12) month period. The District at its sole discretion shall determine if the TTBH employee clears the criminal record check.
- k. Any access to student(s) of District shall be at times scheduled by TTBH and the District's designee at each school campus of District. Access to a student must be accompanied by written parental permission delivered to District's designee at each campus of District if a student is a minor.
- l. In the course of providing Services during the term of this Agreement, if in an exceptional circumstance, TTBH should obtain access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA) 20. U.S.C. 123g, et seq. and the regulations promulgated there under such information is considered confidential and is therefore protected. To the extent that TTBH has access to 'education records' under this Agreement, it is deemed a 'school official' as each of these terms are defined under FERPA. TTBH agrees that it shall not use education records for any purpose other than in the performance of the Agreement. Except as required by law, TTBH shall not disclose or share education records with any third party unless permitted by the terms of the Agreement to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of TTBH under this Agreement.
- m. In the event any person (s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, TTBH will immediately inform District of such request in writing if allowed by law or judicial and/or administrative order. TTBH shall not provide direct access to such data or information or respond to individual requests. TTBH shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the District and shall only provide such data or information to District. It shall be District's sole responsibility to respond to request

for data or information received by TTBH regarding District data or information. Should TTBH receive a court order or lawfully issued subpoena seeking the release of such data or information. TTBH shall provide immediate notification to District of its receipt of such court order or lawfully issued subpoena and shall immediately provide District with information, if allowed by law or judicial and/or administrative order.

n. If TTBH experiences a security breach concerning any education record covered by this Agreement, then TTBH will immediately notify District and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in this Agreement may, at District discretion, result in cancellation of said agreement. TTBH agrees to indemnify and hold District harmless for any loss, cost, damage or expense suffered by District, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.

o. Upon termination of this Agreement, TTBH shall return and/or destroy all data or information received from District upon, and in accordance with, direction from District. TTBH shall not retain copies of any data or information received from District once District has directed TTBH as to how such information shall be returned to District and/or destroyed. Furthermore, TTBH shall ensure that they dispose of any and all data or information received from District in a District-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

III.

Insurance

District agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance that covers District against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. District will furnish copies of said insurance policies and a certificate of insurance to TTBH upon request.

TTBH agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance coverage in order to insure TTBH against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. TTBH will furnish copies of said insurance policies and a certificate of insurance to District upon request.

Nothing in this agreement shall be construed or interpreted to mean that the parties are engaged in a partnership, joint enterprise, or other cooperative arrangement other than what is stated in this agreement. The parties agree that they are independent contractors and are not borrowing servants under this agreement. Nothing in this agreement shall be construed or interpreted to mean that this provision requiring insurance by the parties obligates the parties to list the other as a loss beneficiary on any of the above described policies.

IV.

Miscellaneous

Term. This Agreement will be effective on September 1, 2026 with an expiration on August 31, 2027. This Agreement will automatically renew for one (1) additional year ending August 31, 2028, unless on or before the thirtieth day before the expiration of the original term, either Party provides to the other written notice of its desire not to automatically renew the Agreement for the additional period. This Agreement may be terminated prior to the end of its original term or its extended term as provided herein.

Amendments. This Memorandum of Agreement may only be amended by written agreement between District and TTBH.

Termination. This Memorandum of Agreement may be terminated by either party upon ten (10) days written notice to the other party of its intent to terminate the Memorandum.

Assignment. No assignment of this Memorandum or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

Entire Agreement. This Memorandum of Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between TTBH and District on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Memorandum shall be valid unless in writing and executed by the parties hereto.

Notice. Except as expressly provided within this Memorandum, any notice required or permitted to be given under this Memorandum must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below:

DISTRICT

Dr. Timothy E Cuff
Superintendent
1900 Price Rd, Ste 307
Brownsville, TX 78521

TTBH

W. Terry Crocker
Chief Executive Officer
P. O. Drawer 1108
Edinburg, TX 78540

or to such other individual and address as provided in writing to the other party by the means specified above. The notice shall be effective on the date of delivery.

Other Agreements. TTBH and District agree that this Memorandum of Agreement shall not constitute a modification, amendment, waiver or change of any of the terms of any prior agreements between these parties.

The parties have executed this Memorandum of Agreement on the dates set forth below their signatures.

**BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT**

Dr. Timothy Cuff
Superintendent
Date: _____

**TROPICAL TEXAS BEHAVIORAL
HEALTH**



W. Terry Crocker
Chief Executive Officer
Date: 07/28/2026



Michael Taylor (Jul 28, 2026 12:40:10 CDT)
Michael Taylor
Chief Operating Officer
Date: 07/28/2026

Brownsville ISD FY27-28

Final Audit Report

2026-07-28

Created:	2026-07-28
By:	Michelle Nielsen (mnielsen@ttbh.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk7Ljdnjem4tN1Hr5OvfyOw8tYcBlbu_s

"Brownsville ISD FY27-28" History

-  Document created by Michelle Nielsen (mnielsen@ttbh.org)
2026-07-28 - 3:41:14 PM GMT- IP address: 12.132.194.220
-  Document emailed to Michael Taylor (mtaylor@ttbh.org) for signature
2026-07-28 - 3:41:18 PM GMT
-  Email viewed by Michael Taylor (mtaylor@ttbh.org)
2026-07-28 - 5:39:47 PM GMT- IP address: 12.132.194.220
-  Document e-signed by Michael Taylor (mtaylor@ttbh.org)
Signature Date: 2026-07-28 - 5:40:10 PM GMT - Time Source: server- IP address: 12.132.194.220 - Signature Appearance Selected: DRAW
-  Document emailed to Terry Crocker (tcrocker@ttbh.org) for signature
2026-07-28 - 5:40:12 PM GMT
-  Email viewed by Terry Crocker (tcrocker@ttbh.org)
2026-07-28 - 6:15:27 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Terry Crocker (tcrocker@ttbh.org)
Signature Date: 2026-07-28 - 6:15:49 PM GMT - Time Source: server- IP address: 12.132.194.220 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-07-28 - 6:15:49 PM GMT





2025-2026

Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 08/06/2024

Item Title: Memorandum of Understanding X Action
Tropical Texas Behavioral Health and Information
Brownsville ISD Discussion

BACKGROUND:

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FISCAL IMPLICATIONS:

o cost to the District.

RECOMMENDATION:

Recommend approval to renew the Memorandum of Understanding between the Brownsville Independent School District and Tropical Texas Behavioral Health for student mental health services for the 2024-2025 and the 2025-2026 school years. No cost to the District.

Sara M. Garza
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas
Reviewed by: Staff Attorney

Beatriz Hernandez
Approved by: Chief Officer

Dr. Jesus H. Chavez
Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

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**I.
District Obligations**

Services.

- a. Identify and refer to TTBH students in need of screening and assessment for behavioral health services.
- b. Provide TTBH, its employees or agents access to its campuses for the purpose of establishing a continuity of care system. Such person(s) shall be allowed campus access on an as needed basis and at times and days mutually agreed upon by TTBH and District.
- c. Collaborate with TTBH's worker(s) for the purpose of making referrals to TTBH and for the purpose of providing continued care, assessments and treatment of those students identified as requiring services from TTBH for behavioral health conditions.

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Non-Discrimination. District will ensure that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation in, be denied the benefits of,

or be subjected to discrimination under any of the policies of TTBH subject to written consent of Districts students' parental consent. However, a child may consent to counseling for those provisions pursuant in Texas Family Code, Sec. 32.004

II.

TTBH Obligations

Services.

- a. Provide staff, at times mutually agreed upon by TTBH and District, access to campuses for the purpose of conducting intake screenings and assessment of referrals by the District.
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- l. In the course of providing Services during the term of this Agreement, if in an exceptional circumstance, TTBH should obtain access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 123g, et seq. and the regulations promulgated there under such information is considered confidential and is therefore protected. To the extent that TTBH has access to "education records" under this Agreement, it is deemed a "school official" as each of these terms are defined under FERPA. TTBH agrees that it shall not use education records for any purpose other than in the performance of the Agreement. Except as required by law, TTBH shall not disclose or share education records with any third party unless permitted by the terms of the Agreement to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of TTBH under this Agreement.
- m. In the event any person(s) seek to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, TTBH will immediately inform District of such request in writing if allowed by law or judicial and/or administrative order. TTBH shall not provide direct access to such data or information or respond to individual requests. TTBH shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the District and shall only provide such data or information to District. It shall be District's sole responsibility to respond to request

for data or information received by TTBH regarding District data or information. Should TTBH receive a court order or lawfully issued subpoena seeking the release of such data or information, TTBH shall provide immediate notification to District of its receipt of such court order or lawfully issued subpoena and shall immediately provide District with information, if allowed by law or judicial and/or administrative order.

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o Upon termination of this Agreement, TTBH shall return and or destroy all data or information received from District upon, and in accordance with, direction from District. TTBH shall not retain copies of any data or information received from District once District has directed TTBH as to how such information shall be returned to District and/or destroyed. Furthermore, TTBH shall ensure that they dispose of any and all data or information received from District in a District-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

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Insurance

District agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance that covers District against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. District will furnish copies of said insurance policies and a certificate of insurance to TTBH upon request.

TTBH agrees to maintain at its sole cost and expense a comprehensive, general liability insurance policy and an error and omissions policy of insurance coverage in order to insure TTBH against any claim for damages, acts or omissions, which may arise in connection with this Memorandum, sufficient to meet the requirements of state law and workers' compensation insurance. TTBH will furnish copies of said insurance policies and a certificate of insurance to District upon request.

Nothing in this agreement shall be construed or interpreted to mean that the parties are engaged in a partnership, joint enterprise, or other cooperative arrangement other than what is stated in this agreement. The parties agree that they are independent contractors and are not borrowing servants under this agreement. Nothing in this agreement shall be construed or interpreted to mean that this provision requiring insurance by the parties obligates the parties to list the other as a loss beneficiary on any of the above described policies.

IV.

Miscellaneous

Term This Agreement will be effective on August 12, 2024 with an expiration on August 31, 2025. This Agreement will automatically renew for one (1) additional year ending August 31, 2026, unless on or before the thirtieth day before the expiration of the original term, either Party provides to the other written notice of its desire not to automatically renew the Agreement for the additional period. This Agreement may be terminated prior to the end of its original term or its extended term as provided herein.

Amendments This Memorandum of Agreement may only be amended by written agreement between District and TTBH.

Termination. This Memorandum of Agreement may be terminated by either party upon ten (10) days written notice to the other party of its intent to terminate the Memorandum.

Assignment. No assignment of this Memorandum or the rights and obligations hereunder will be valid without the written consent of the non-assigning party.

Entire Agreement. This Memorandum of Agreement constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between ITBH and District on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Memorandum shall be valid unless in writing and executed by the parties hereto

Notice. Except as expressly provided within this Memorandum, any notice required or permitted to be given under this Memorandum must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individual and address shown below.

DISTRICT

Dr. Jesus H Chavez
Superintendent
708 Palm Blvd #228
Brownsville, TX 78520

TTBH

W. Terry Crocker
Chief Executive Officer
P. O. Drawer 1108
Edinburg, TX 78540

or to such other individual and address as provided in writing to the other party by the means specified above. The notice shall be effective on the date of delivery.

Other Agreements. ITBH and District agree that this Memorandum of Agreement shall not constitute a modification, amendment, waiver or change of any of the terms of any prior agreements between these parties.

The parties have executed this Memorandum of Agreement on the dates set forth below their signatures.

**BROWNSVILLE INDEPENDENT SCHOOL
DISTRICT**


Dr. Jesus H Chavez
Superintendent
Date: May 31, 2024

**TROPICAL TEXAS BEHAVIORAL
HEALTH**


W. Terry Crocker
Chief Executive Officer
Date: May 31, 2024


Michael Taylor (JUL 5, 2024 08:04 CDT)
Michael Taylor
Chief Operating Officer
Date: May 31, 2024