



Hamilton Counseling and Consulting, PLLC  
777 East Wheatland Rd., Suite 101  
Duncanville, Texas 75116  
Office: 972.283.6799 Fax: 877.837.1492

January 16, 2026

Duncanville Independent School District  
710 S. Cedar Ridge Dr  
Duncanville, TX 75116

### **DUNCANVILLE INDEPENDENT SCHOOL DISTRICT:**

This MOU establishes a collaborative relationship between Hamilton Counseling and Consulting (HCC) and Duncanville Independent School District (DISD) to provide comprehensive mental health services to district students. This partnership aims to enhance students' well-being and academic success through accessible and effective mental health interventions.

### **RECITALS**

#### **1. ORGANIZATIONAL BACKGROUND:**

Hamilton Counseling and Consulting, located at 777 E Wheatland Rd., Suite 101, in Duncanville, Texas 75116, is a leading mental health counseling and educational training service owned by Dr. Cheryl Hamilton. We specialize in supporting at-risk children and youth with behavioral issues, as well as those diagnosed with ADD, ADHD, Autism, and learning disorders. Additionally, we serve individuals, couples, and families facing mental health challenges.

Our comprehensive range of services includes case management, mental health rehabilitation, targeted case management through the Medicaid program, school-based services, youth and parent groups, and summer programs designed for children who are struggling academically and emotionally. We provide school-based services, specializing in counseling, training, and social-emotional learning support for students with 504 plans, IEPs, or mental health needs. By collaborating closely with schools, we aim to enhance student well-being, behavior, and academic success through tailored interventions, educator training, and ongoing support, fostering a nurturing learning environment.

#### **2. DEFINITIONS**

“Consumers” means child individuals, adolescents, and families with children who have requested or expressed a need for mental health services and who require or have completed the mental health assessment process.

“Student Support Services” is defined as a coordination of support services, including Special Education, offered to enhance the lives of child and adolescent students and families with children who have mental health disabilities.

#### **3. PURPOSE**

This Agreement aims to provide comprehensive screenings and assessments, psychosocial services as needed, and follow-up services to children and their families. Additionally, we will offer mental health services to support the emotional and psychological well-being of our clients, ensuring they receive the essential care and support necessary for their development and success.

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## **ROLES OF THE PARTY/PARTIES**

DISD and Hamilton Counseling and Consulting agree to collaborate in the following manner:

### **DISDRESPONSIBILITY:**

The Duncanville Independent School District (DISD) will provide student referrals to Hamilton Counseling and Consulting, PLLC Counseling, as proposed below:

DISD agrees to provide the following services to eligible Consumers referred by HCC at no cost to the Consumer, subject to the availability of resources. All services will be delivered pursuant to ISD's usual and customary policies, procedures, ethical and professional guidelines, rules, or regulations:

- A liaison at each school is designated by the principal to work with HCC to assist children and families in accessing services. Ideally, this will be someone familiar with mental health services.
- A liaison from the School Counseling Department will work with HCC administration and school administrators to communicate established standards and monitor and evaluate service delivery in the school setting.
- Assistance and referrals to agency programs, including, but not limited to, school-based programs, outpatient clinical services, inpatient clinical services, or any other appropriate agency programs.
- Space, at no cost, in an office, classroom, or other comparable space for private consultation, on-site assessments, and counseling sessions to ensure the confidentiality of the children and their families participating in the program.
- Collaboration in setting up presentations for parents, faculty, and staff members at schools upon request for topics such as referral processes and procedures, access to services, clinical or medical issues impacting students and their families, etc.
- Permission for children to be excused from classes, as permitted by DISD policies regarding approved absences, to receive services from HCC under this Agreement, and only after considering the student's academic needs and with the approval of the parent/guardian, teacher, and administrator.

### **HCC RESPONSIBILITY:**

Hamilton Counseling and Consulting, PLLC Counseling will offer counseling services for DISD student referrals as outlined:

HCC agrees to provide the following services to eligible Consumers referred by DISD, subject to the availability of resources. All services will be delivered pursuant to HCC's usual and customary policies, procedures, ethical and professional guidelines, rules, or regulations:

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- Screening and assessment for identified children and their family's requiring assistance with mental health services.
- With documentation of informed consent from a parent or legal guardian, basic information on crisis intervention services will be provided to the designated school liaisons upon request.
- When appropriate, refer to DISD staff for consideration of an assessment for suspected disabilities that may interfere with learning to determine if the student is eligible for Special Education services.
- Collaboration with the School Counseling Department in setting up presentations for faculty and staff in schools upon request for topics such as the Agency's referral procedures and processes, access to services, clinical or medical issues impacting students and their families, etc.
- Training of DISD staff in the HCC referral procedures and the priority-population definition. Procedures must include compliance with all Federal and state laws and mandates for students suspected of having disabilities. ISD staff will be able to assist in identifying children needing mental health services or Special Education services and facilitate access to care.
- Responsible staff and administrative support at specified school-based locations to assist with identifying children and scheduling appointments for children and their families requiring services.
- Written documentation of scheduled appointments and termination of services for students participating in crisis counseling, clinical assessment, psychiatric evaluations, skills-training groups, and medication consultation.
- Written documentation given to DISD staff of the scheduled staffing's/meetings for personnel requested to participate.
- Referral of children and their families for other services at HCC and/or to other school programs or community agencies as appropriate.
- Services to students during the school day with careful consideration of their academic or Special Education program needs (if applicable) and only with the approval of the student's teacher, parent/guardian, and/or administrator.
- Maintenance of all student consumer information, including information in the consumer records, as privileged and confidential. A parent or legal guardian may sign a Release of Consumer Information form to disclose information about a student consumer to authorized individuals and school personnel working with the student consumer.
- Maintenance of records on the number of referrals received and the number of children actively being screened and/or receiving services.

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- Intake available within one (1) to two (2) weeks upon receipt of a referral, but assessment completion is subject to availability of children, parents, legal guardians, and/or caregivers.
- Hamilton Counseling and Consulting, PLLC will provide professional, general liability, and crime insurance coverage, including but not limited to general liability insurance in the minimum amount of \$1,000,000 per occurrence and professional errors and omissions liability insurance of at least \$3,000,000. HCC shall provide certificates of insurance to DISD indicating proof of any such required insurance and will provide written notice at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation, or termination of such insurance policies upon request. Each Licensed Therapist will maintain professional liability insurance.

EACH PARTY agrees to the following:

- Meetings as needed to discuss issues and concerns relative to both Parties, which would include joint planning for the continuation of services during the summer and school holidays.
- Maintenance of records on the referrals received and the number of children actively being screened.
- Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political preference, will be executed from services, be denied benefits of, or be subject to discrimination in connection with the crisis services provided hereunder.
- HCC provides assurance that all employees of the Agency who have contact with students have passed a criminal background check current within the last year. DISD reserves the right to conduct an additional check for specific volunteer activities.
- All records created by HCC during the performance of this Agreement, including clinical records of Consumers evaluated at ISD's facilities, shall remain the property of HCC. All records created by ISD during the performance of this Agreement shall remain the property of ISD.
- HCC and DISD agree to keep all consumer information confidential in accordance with all applicable state and Federal laws, statutes, regulations, and the Texas Department of Health and Human Services (HHS) rules protecting the confidentiality of such information, including 42 CFR Part 2.
- Hold all protected health information ("PHI") confidential except to the extent that disclosure is required by Federal or state law, including the Texas Public Information Act, Chapter 552, Texas Government Code. TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended. PHI is defined in 45 CFR § 164.501 and is limited to information created or received by the Contractor from or on behalf of the HCC.

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- Be bound by all applicable Federal and state of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), PL 104-191, the HIPAA regulations (codified at 42 CFR parts 160 and 164), and Chapter 181, Texas Health and Safety Code, as amended, and the HITECH ACT, Public Law 111-005, collectively referred to herein as "Privacy Requirements.
- Each Party represents that its employees have received training regarding the Privacy Requirements. An affidavit documenting the training must be provided to either Party upon request.
- This agreement is for a one-year term, January 2026 to January 2027.
- Both parties reserve the right to discontinue the partnership at any time during that period.

### **Financial Responsibility**

Hamilton Counseling and Consulting will:

- Bill Consumer health insurers and collect patient revenue for all billable services
- Bill Medicaid for all mental health services and no additional fee will be collected.
- For students who do not have insurance, Hamilton Counseling and Duncanville ISD will collaborate to find funding programs so these students can receive services.

### **LACK OF FINANCIAL RESPONSIBILITY**

Nothing in this Agreement shall be deemed a commitment or obligation for future payment of money from any of the Parties. This Agreement does not prohibit a Party from obligating funds for or designating employees to assist with the delivery of services.

### **Entire Agreement**

This Agreement and any exhibits or addendums attached hereto constitute the sole and only agreement of the parties hereto and supersedes any prior understandings, written, or oral agreement between the parties respecting the subject matter herein.

### **AUTHORIZATION**

DISD warrants and assures Hamilton Counseling and Consulting that it possesses adequate legal authority to enter into this Memorandum of Understanding (Agreement). DISD's governing body, where applicable, has authorized signatory official(s) to enter this Agreement and bind DISD to the terms of this Agreement and any subsequent amendments hereto.

[Signature Page to follow]

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**NOTICES:**

Notice given pursuant to this Agreement shall be sufficient if received and sent by email on this 16th<sup>th</sup> day of January 2026 to:

Superintendent  
Duncanville Independent School District  
710 S. Cedar Ridge Dr  
Duncanville, TX 75116

**EXECUTED** in duplicate original counterparts effective upon the date indicated above.

\_\_\_\_\_  
Duncanville Independent School District  
Superintendent

\_\_\_\_\_  
Date

*Dr. Cheryl Hamilton*

\_\_\_\_\_  
Hamilton Counseling and Consulting  
Executive Director

01/16/2026  
Date