

Services Agreement

This Services Agreement (this “**Agreement**”) is made and entered into effective as of the date that it has been signed by all parties (the “**Effective Date**”) by and between Cartwheel Health Services P.C. (“**Cartwheel**” or “**we**”) and

Local Educational Agency (the “LEA”)	DeKalb County School District
Address	1701 Mountain Industrial Blvd, Stone Mountain, GA 30083

(and collectively, the “**Parties**”).

WHEREAS, Cartwheel has the capability and capacity to provide certain mental health services; and

WHEREAS, the LEA desires to retain Cartwheel to provide students, faculty and staff of the LEA (“**Recipients**”) with such services under the terms and conditions hereinafter set forth, and Cartwheel is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cartwheel and the LEA agree as follows:

1. Services. Cartwheel shall provide to the Recipients the services (the “**Services**”) set out in one or more statements of work to be issued by the LEA and accepted by Cartwheel (each, a “**Statement of Work**”). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by both Parties.

2. Cartwheel Obligations.

2.1 Cartwheel shall designate employees or contractors that it determines, in its sole discretion, to be capable of filling the employees or contractors that it deems sufficient to perform the Services set out in each Statement of Work.

2.2 Cartwheel shall designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Cartwheel Contract Manager**”), with such designation to remain in force unless and until a successor to the Cartwheel Contract Manager is appointed.

3. LEA Obligations.

3.1 The LEA shall designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**School Contract Manager**”), with such designation to remain in force unless and until a successor to the School Contract Manager is appointed.

3.2 The School Contract Manager shall make best efforts to respond promptly to any reasonable requests from Cartwheel for instructions, information, or approvals required by Cartwheel to provide the Services.

3.3 The LEA shall cooperate with Cartwheel in its performance of the Services set out in each Statement of Work, and make best efforts to provide Cartwheel with reasonable access to the LEA's premises, employees, contractors, and equipment to enable Cartwheel to provide the Services, including but not limited to the following:

(a) Ensuring compliance with applicable student and family consent requirements, including responsibility for making sure all appropriate consents are in place prior to referring any student to Cartwheel for services;

(b) Coordinating meetings for school staff to get to know Cartwheel's team and learn how to use Cartwheel's services (e.g., referral system, telehealth platform, staff consultations);

(c) Meeting with Cartwheel's team to discuss progress and provide feedback;

(d) Ensuring that school staff and parents/legal guardians are aware of Cartwheel's services;

(e) Facilitating introductions with families of consenting, referred students, as appropriate; and

(f) If health care services are to be delivered via telehealth while a student is located at the school site: providing students with a safe, secure, and private setting to receive care and ensuring that students are able to access Cartwheel's secure telehealth software; and ensuring appropriate protocols are in place in case of a clinical emergency (including but not limited to designating an individual available onsite to communicate with Cartwheel's health care providers while services are being provided).

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by Cartwheel and the rights granted to the LEA under this Agreement, the LEA shall pay the fees set out in the applicable Statement of Work. Payment to Cartwheel of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services.

4.2 In addition to all other remedies available under this Agreement or at law (which Cartwheel does not waive by the exercise of any rights hereunder), Cartwheel shall be entitled to suspend the provision of any Services if the LEA fails to pay any undisputed amounts when due hereunder and such failure continues for 60 days following written notice thereof.

4.3 Invoices payable by the LEA should be sent to:

Billing Contact Name:	Dr. Norman C. Sauce
Billing Contact Email:	Norman_C_Sauce@dekalbschoolsga.org
Billing Contact Phone Number:	678-676-1200

5. Limited Warranty and Limitation of Liability.

5.1 Cartwheel warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement;

(b) Using personnel of industry standard skill, experience, and qualifications, and it represents and warrants that it will comply with federal, state, and local public health guidance in the conduct of the work supported by this Agreement,

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(d) Cartwheel shall use reasonable commercial efforts to promptly cure any material breach of this warranty; provided, that if Cartwheel cannot cure such breach within a reasonable time (but no more than 30 days) after the LEA's written notice of such breach, the LEA may, at its option, terminate the Agreement by serving written notice of termination in accordance with 11.2.

(e) In the event the Agreement is terminated pursuant to 5.1(d) above, Cartwheel shall within 30 days after the effective date of termination, refund to the LEA any fees paid by the LEA as of the date of termination for the Service or Deliverables (as defined in 6 below), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(f) The foregoing remedy shall not be available unless the LEA provides written notice of such breach within 30 days after delivery of such Service or Deliverable to the applicable Recipient.

5.2 CARTWHEEL MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to the LEA or any Recipient under this Agreement or prepared by or on behalf of Cartwheel in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") except for any Confidential Information of the LEA or the LEA materials shall be owned by Cartwheel.

7. Confidential Information.

7.1 This Agreement, any and all pricing contained herein or in any Statement of Work, any related proposals or correspondence between the Parties, and any materials, reports, information, data, etc. given to or prepared or assembled by Cartwheel under this Agreement (collectively, "**Confidential Information**") are to be kept confidential and shall not be used by the LEA, other than in connection with the services provided by Cartwheel, or disclosed to or made available to any individual or organization by the LEA (except agents, servants, or employees of such party with a need to know such information) without the prior written approval of Cartwheel and shall be kept confidential by the LEA to the same degree it maintains the confidentiality of its own information.

Notwithstanding the foregoing, Confidential Information shall not include any information that the LEA can document (i) is or becomes (through no improper action or inaction by the LEA or any affiliate, agent, consultant or employee of the LEA) generally available to the public, (ii) was in its possession or known by it without restriction prior to receipt from Cartwheel, (iii) was rightfully disclosed to it by a third party without restriction, or (iv) was independently developed without use of any Confidential Information of Cartwheel by employees of the LEA who have had no access to any such Confidential Information. The LEA may make disclosures required by any applicable state public records laws or pursuant to any other applicable law or court order. However, in the event that LEA receives a public records request from a third party, LEA shall notify Cartwheel within 5 business days of such request and provide Cartwheel with the opportunity to make an objection to such disclosure on the basis of one or more exemptions under applicable public records laws.

7.2 Notwithstanding anything herein, the LEA agrees that, subject to data privacy laws and/or requirements including, without limitation, the Student Online Personal Information Protection Act, the Children’s Online Privacy Protection Act, The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, “FERPA”), and state laws and regulations concerning Student Records, Cartwheel has the right to aggregate, collect and analyze information relating to the performance of its services and shall be free (during and after the term hereof) to (i) use such data and other information to improve Cartwheel’s services, and (ii) disclose such information solely in an aggregated and anonymized format that does not identify LEA or any individual.

8. Representations and Warranties.

8.1 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation, governmental body or other entity as represented herein under the laws, ordinances, resolutions, rules, and regulations of its jurisdiction of legislation, ordinance, resolution, incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its official or representative whose signature is set forth at the end hereof has been duly authorized and approved by all necessary legislative, corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 The LEA certifies, represents and warrants that it has approved and appropriated in its budget the amount of funds specified in the Agreement, including in the Statement of Work incorporated in the Agreement, for the fiscal year and term of this Agreement.

9. Confidentiality and Privacy. The Parties agree to comply with all obligations under any applicable information privacy laws, which may include HIPAA, FERPA, COPPA, as well as other federal, state, and local laws. For the avoidance of doubt, the Parties agree and acknowledge that Cartwheel is not a school official pursuant to 34 C.F.R. § 99.31(a)(1)(i)(B). Prior to receiving any

Services, each Recipient must complete Cartwheel’s standard health consent forms. LEA shall be solely responsible for obtaining any consent or authorization necessary for LEA to disclose Personal Data concerning a student to Cartwheel. Cartwheel shall be solely responsible for obtaining any authorization necessary for Cartwheel to disclose Protected Health Information (“PHI”) to LEA. “Personal Data” means any information in any medium concerning an individual, which because of name, identifying number, mark or description can be associated with a particular individual, provided that the information is not contained in a public record and shall not include intelligence information, evaluative information, or criminal offender record information. PHI means information in any form or medium that relates to the past, present or future, physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe can be used to identify the individual that the Provider receives, creates or uses under the Agreement. The term PHI applies to the original data and to any data derived or extracted from the original data. PHI constitutes a subset of Personal Data.

10. Term, Termination, and Survival.

10.1 This Agreement shall commence and continue as provided in Exhibit A.

10.2 Either Party may terminate this Agreement for cause, effective upon written notice to the other Party (the “**Defaulting Party**”) if the Defaulting Party:

(a) Materially breaches this Agreement, and the Defaulting Party does not cure such breach to the satisfaction of the other Party within 30 days after receipt of written notice of such breach, or such material breach is incapable of cure. Such satisfaction shall not be unreasonably withheld.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 business days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.3 Either Party may terminate this Agreement for any reason with sixty (60) days' written notice. If the LEA terminates this Agreement without cause within ninety (90) days of the Effective Date, the LEA will be responsible only for payments under the Agreement for services provided prior to the date of termination. If the LEA does not terminate this Agreement within ninety (90) days of the Effective Date, the LEA will be responsible for the full remaining balance of the Agreement, regardless of any discounts or early-signing incentives previously granted. No refunds will be provided for fees already paid.

10.4 Notwithstanding anything to the contrary in 10.2(a), Cartwheel may terminate this Agreement before the expiration date of the Term on written notice if the LEA fails to pay any amount when due hereunder and such failure continues for 30 days after the LEA's receipt of written notice of nonpayment.

10.5 The rights and obligations of the Parties set forth in this Section 10.5 and in Sections 5.2, 6, 9, 11, 13, 21, 22, and 23, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

10.6 This agreement shall be considered fully executed upon board approval. If the board does not approve, the agreement will be void and may be cancelled by the district without penalty or transfer of funds.

11. Limitation of Liability.

11.1 IN NO EVENT SHALL CARTWHEEL OR THE LEA BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY OR THIRD-PARTY BENEFICIARY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY, WHETHER ARISING OUT OF BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE), EVEN IF THE PARTY ALLEGEDLY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES WAIVE ANY RIGHT TO RECOVER SUCH DAMAGES.

11.2 Cartwheel or its insurer shall indemnify the LEA and its officers, agents, employees and volunteers (collectively "LEA Parties") against claims, demands, liability, judgments, awards, losses, damages, expenses or costs (hereinafter collectively referred to as "Claims"), to the extent caused by any negligent act or willful misconduct of Cartwheel or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Cartwheel or its insurer shall have no obligation, however, to defend or indemnify LEA Parties from a Claim if it is determined that such Claim was caused in whole or in part by the negligence, contributory or comparative negligence, or willful misconduct of the LEA.

11.3 The LEA or its insurer shall indemnify Cartwheel and its officers, agents, employees and volunteers (collectively "Cartwheel Parties") against claims, demands, liability, judgments, awards, losses, damages, expenses or costs (hereinafter collectively referred to as "Claims"), to the extent caused by any negligent act or willful misconduct of the LEA or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. The LEA or its insurer shall have no obligation, however, to defend or indemnify Cartwheel Parties from a Claim if it is determined that such Claim was caused in whole or in part by the negligence, contributory or comparative negligence, or willful misconduct of Cartwheel.

11.4 IN NO EVENT SHALL CARTWHEEL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CARTWHEEL PURSUANT TO THIS AGREEMENT.

11.5 THE AMOUNT OF CARTWHEEL'S AGGREGATE LIABILITY SHALL BE LIMITED TO THE NET OF ANY AMOUNTS ACTUALLY RECOVERED BY THE LEA

UNDER ANY INSURANCE POLICY MAINTAINED BY CARTWHEEL OR BY OR ON BEHALF OF THE LEA OR ANY OTHER CONTRACTUAL OBLIGATION BENEFITTING THE LEA THAT DIRECTLY RELATES TO THE LIABILITY. THE LEA SHALL USE COMMERCIALY REASONABLE EFFORTS TO PURSUE ANY CLAIMS FOR INSURANCE, SET-OFF OR INDEMNIFICATION TO THE EXTENT APPLICABLE IN CONNECTION WITH ANY CLAIM.

12. Entire Agreement. The following documents forming the Contract, are incorporated by reference herein, and are referred to as the “Contract Documents”: This Agreement, any and all Exhibits including Statements of Work, schedules, attachments and appendices. The Contract Documents constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this section.

Notice to LEA: DeKalb County School District
1701 Mountain Industrial Blvd,
Stone Mountain, GA 30083
Attn: Dr. Norman C. Sauce
Email: Norman_C_Sauce@dekalbschoolsga.org

Notice to Cartwheel: Cartwheel
700 Massachusetts Avenue, 3rd Floor
Cambridge, MA 02139
Attention: Juliana Chen, President
Email: juliana@cartwheelcare.org

With a Copy to:
Keith Wiener, Esq.
Holland & Knight LLP
1180 West Peachtree Street, NW, Suite 1800
Atlanta, GA 30309
Email: keith.wiener@hklaw.com

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original

intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Amendments. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.

16. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Assignment. Neither Party shall assign or subcontract any interest, rights or obligations in this agreement without prior written consent of the other party.

18. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The Parties agree that Cartwheel and any assignee, as well as any individual working for both is an independent contractor and is not an employee of the LEA for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the LEA and Cartwheel and any assignee, or any individual working for Cartwheel or any assignee.

The details of the method and manner for performance of the Services by Cartwheel and any assignee shall be under its own control, the LEA being interested only in the results thereof. Cartwheel and any assignee shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the LEA the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Neither Cartwheel, nor anyone performing services on Cartwheel's behalf, either as an agent or sub-contractor, or any assignee shall be eligible to participate in any benefit program provided by the LEA for its employees.

Cartwheel and any assignee shall be solely responsible for, and shall pay, any and all taxes and withholding that may be assessed as a result of the work performed by Cartwheel and/or any assignee under this Agreement including, without limitation, federal and state income taxes, workers' compensation insurance, disability insurance, unemployment insurance, etc. Cartwheel and any assignee are also solely responsible for the creation and maintenance of appropriate legal entities necessary to operate independently.

Cartwheel and any assignee does not have, nor shall Cartwheel hold itself out as having, any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon the LEA, or to pledge the LEA credit, or to extend credit in the LEA's name, unless the LEA shall consent to the obligation in advance.

20. Insurance. During the term of this Agreement, Cartwheel and any assignee or contractor, shall obtain and maintain liability insurance with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

21. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

22. Choice of Law. The Contract shall be governed by the laws of the state in which the LEA is located, specified at the top of this Agreement. The Contract documents are intended to comply with all applicable provisions of state law and, to the extent that any conflict with the requirements of said law arises, the statutory requirements will govern.

23. Dispute Resolution. Each Party agrees to submit all material disputes arising under this Agreement to non-binding Mediation. The Parties shall agree to the mediator.

24. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 13, a signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

25. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the LEA to make payments to Cartwheel hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it under this Section 25, the other Party may thereafter terminate this Agreement upon 60 days' written notice.

26. Agreement for Logo Use. To support the partnership and promote utilization of mental health services in support of improving student mental health, LEA grants Cartwheel a nonexclusive right to display LEA's logo and name on Cartwheel's website and in advertising materials (for example, fliers distributed to school staff or to families to support utilization of specific services). Cartwheel agrees not to use LEA's logo or name in any way to indicate that it has any ownership or control of LEA or in any way that would harm LEA's reputation. LEA may require Cartwheel to remove any and all references to its logo or name at any time by sending a Notice under this Services Agreement, by submitting a written request on Cartwheel's website, or by contacting Cartwheel's office by email. In such an event, Cartwheel shall remove all such references no later than 30 days from the request date.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers, and expressly state that the undersigned have the full power and authority and approvals to execute the Agreement and that the Agreement is valid and binding.

LEA

By: _____
Name:
Title:
Date:

Cartwheel

By: _____
Name:
Title:
Date:

EXHIBIT A

INITIAL STATEMENT OF WORK

A. Overview of Cartwheel Services for LEA

Start Date	October 1, 2025
End Date	September 30, 2026
Student Referral Tier (Maximum number of referrals between Start Date and End Date)	2000+ referrals
Maximum number/cap on referrals that do not use insurance (e.g., uninsured students)	100
Grade Levels Covered	6-12 Grade
Clinical Services for School Staff Included	Yes, No Additional Cost to District
Total Fee	\$900,000 (to be paid within 30 days of the Start Date)

Under this Statement of Work, Cartwheel will accept new referrals at any time between the Start Date and the End Date, provided that the LEA has completed the required planning and training meetings for LEA staff to be able to make referrals. Services shall be subject to renewal based on the parties' mutual agreement.

B. Additional Detail on Services

Implementation Services: Cartwheel will:

- Facilitate planning meeting(s) with LEA staff to ensure a successful launch of services and provide a live training via Zoom for LEA staff.
- Set up online accounts on its proprietary Cartwheel Portal for LEA staff to be able to refer students to Cartwheel for services and see the progress of students in care.
- Provide a clinical point of contact (Program Manager) to join regular LEA meetings, provide consultations to school staff, and answer day-to-day questions.

Timely referrals for mental health services: Cartwheel will accept referrals from school staff for students to receive mental health services provided by licensed clinicians via telehealth

- The maximum number of referrals to be accepted is listed in the Student Referral Tier above.
- Students referred to Cartwheel will be eligible for a mental health assessment, typically lasting 1 hour. Referrals must be made by appropriate school staff such as school counselors. After each referral is submitted, Cartwheel will contact the student patient's parent/guardian to offer the assessment via telehealth.
- Referrals will be considered utilized once a student/family is scheduled for their assessment.
- Cartwheel will provide access to assessments in a timely manner and without putting students on a waitlist and will take reasonable efforts to avoid waitlists during high volume months.

- After the initial assessment, Cartwheel will work with the student and family to develop a care plan that meets their clinical needs. When clinically indicated, Cartwheel reserves the right to offer parent guidance sessions instead of or in addition to individual therapy sessions.
- Cartwheel will handle referral logistics, including maintaining a website and school referral form, communicating with families, scheduling consultations, delivering services, handling payment, billing insurance, and coordinating with external providers. As clinically appropriate and subject to applicable laws, Cartwheel will collaborate with LEA staff during care.
- Cartwheel shall maintain a no-show/cancellation policy that may include no-show fees (where allowed by law). If students/family members miss or cancel multiple appointments, Cartwheel reserves the right to pause or stop providing services.

Medication: In some situations, appropriate medication can help address mental health symptoms and can be used in conjunction with therapy. Based on their independent clinical judgment, Cartwheel's care team may offer families a consultation regarding medications and may prescribe certain medications.

Transition to ongoing care: For students who require longer-term or more specialized care than Cartwheel can provide directly, Cartwheel shall assign a trained Care Coordinator to work with families to find ongoing care. Cartwheel does not guarantee appointments with outside health care providers.

Scope of services: Cartwheel can assist with certain needs, such as anxiety, stress, depression, grief, low self-esteem, self-harm, anger, bullying, concentration, motivation, family, relationships, trauma, sleep issues, and more as needed and within the scope of its providers' licensure. Cartwheel will not be responsible for other services, including but not limited to: emergency services; provision of ongoing care for the student beyond services described above; decisions regarding school accommodations, special education and/or related services, and/or educational placements; treatment for severe intellectual or developmental disabilities, primary eating disorders, active psychosis or mania, or primary substance use disorders; or speech / occupational therapy, psychoeducational assessments, or IEP case management.

Ongoing collaboration to strengthen Tier III and Tier II services: Cartwheel will make its Program Manager and/or other members of the Care Team available as needed to consult and collaborate with LEA mental health leadership and school staff to strengthen Tier III and Tier II services. Upon the reasonable request of LEA, Cartwheel's team shall join regular meetings to ensure open communication and partnership. These meetings can be used to discuss student cases (with guardian consent), think through broader school mental health strategies (e.g., school climate surveys), provide professional development for school or clinical staff, or other topics the school team would find helpful. During these meetings, our team can also share de-identified data on the utilization and impact of Cartwheel's services.

Cost to families: Cartwheel uses an insurance-based model to support the provision of services:

- Families who do not have health insurance shall not be charged for services.
- Families with Medicaid or commercial insurance where Cartwheel is in network will be responsible for standard copayment, coinsurance, and/or deductible for eligible services delivered by a Cartwheel provider.
- Families with commercial insurance that does not cover Cartwheel's services will be responsible for Cartwheel's standard rates and financial assistance policy, which may be updated from time to time and made available via Cartwheel's website. Prior to starting care, Cartwheel shall provide the family with a cost estimate and any applicable rates and financial assistance policies so that they can make an informed decision regarding services and in compliance with state and federal billing laws, including the No Surprises Act, 45 C.F.R. § 149 *et seq.*

Services for Uninsured or Underinsured Students:

- In some cases, a student/family may not have insurance or not be able to afford the cost of services due to a high deductible or copayment.
- At no additional cost, to promote equitable access to care, Cartwheel will allow the LEA to refer students to receive services without using insurance up to a certain cap. This cap is specified on the first page of this Statement of Work.
- If the LEA reaches the cap, it may purchase additional referrals in increments equal to the original cap at a cost of \$1,000 per referral and payable within 30 days. For example, if the original cap is 5, the LEA can purchase additional increments of 5 for \$5,000.
- As with all referrals from LEA to Cartwheel, a referral will count as having been utilized once the referred student (and/or parent/guardian, if applicable) is scheduled for their first intake appointment.

Policies regarding no-shows/cancellations:

- We work hard to offer appointments without a waitlist and expect students and their family members to consistently attend sessions. Missed or canceled sessions can delay a student's progress, prevent other families from accessing care, and be disruptive for therapists and school counselors. At the same time, we also recognize that serious illnesses, family emergencies, and other extenuating circumstances come up from time to time. Cartwheel shall collaborate with students and families with these exceptions in mind to support consistent attendance.
- Cartwheel shall not charge no-show/cancellation fees when prohibited by law. However, we reserve the right to maintain a no-show/cancellation policy that may include no-show/cancellation fees (where allowed by law) and to update this policy from time to time. We will share our up-to-date no-show/cancellation policy prior to a recipient's first appointment.
- If students and/or family members repeatedly miss or cancel appointments, Cartwheel reserves the right to pause or stop providing services. Prior to pausing or stopping services, and when allowed by applicable law, Cartwheel shall notify referring LEA staff or other designated LEA personnel and attempt to engage the student and/or family to evaluate continued interest.