

STATEMENT OF WORK #2

This Statement of Work #2 (this “**SOW #2**”) is made and entered into effective as of the date signed by all parties (the “**Effective Date**”) by and between Dekalb County School District (the “**Local Educational Agency/LEA**”), and Cartwheel Health Services P.C. (“**Cartwheel**”) (collectively, the “**Parties**”), pursuant to the terms of the Services Agreement, effective on or around 1/6/2026, by and among the Parties (the “**Services Agreement**”).

1. Term. Services under this SOW #2 shall commence on the Start Date listed below and continue until the End Date listed below, unless earlier terminated in accordance with the Services Agreement. If applicable, the Services Agreement is also hereby amended to extend its term through the End Date. Services shall be subject to renewal based on the parties’ mutual agreement.
2. Services Overview. Under this SOW #2, Cartwheel will accept new referrals at any time between the Start Date and the End Date. Services shall be subject to renewal based on the parties’ mutual agreement.

Start Date	10/1/2026
End Date	9/30/2027
Student Referral Tier (Maximum number of referrals between Start Date and End Date)	Unlimited
Maximum number/cap on referrals that do not use insurance (e.g., uninsured students)	100
Grade Levels Covered	6-12
Clinical Services for School Staff Included	Yes, Cartwheel will provide services for up to 40 staff per year with no waitlist. If more staff request services, Cartwheel will also make best efforts to avoid waitlists for care (but cannot guarantee appointment availability)
Total Fee	\$880,000.00 (To be paid within 30 days of start date)

3. Services Detail

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. 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.

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 mutually agreed-upon price at time of purchase.
- 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.
- One uninsured referral covers up to 10 total sessions across therapy and parent guidance services. For students referred to Cartwheel's specialty programs (e.g., the School Avoidance Program), Cartwheel reserves the right to utilize more than one uninsured referral to support the full scope of services required.

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 as long as they are utilizing an "uninsured referral" as described in the previous section. If the LEA has no remaining uninsured referrals, or does not approve the use of an uninsured referral for a referred family, the family will not be eligible 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. Section 149 et seq.

Clinical Services for School Staff:

- Participating District staff will be able to request a mental health assessment from Cartwheel via an online referral. Where clinically appropriate, staff will be eligible for a mental health assessment and up to 6 months of weekly therapy sessions provided via telehealth.
- Services will not include care navigation (connecting staff to care outside of Cartwheel) or services for dependents (e.g., spouses, children of staff).
- Staff must use their health insurance plan to receive services and will be responsible for any applicable deductible, copayment, or coinsurance. Upon request, Cartwheel will provide a cost estimate prior to the first session.

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.

4. Miscellaneous. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Services Agreement. This SOW #2 (i) may be executed in one or more counterparts which, taken together, shall constitute one and the same instrument, (ii) shall be binding on and inure to the benefit of the Parties and their respective successors and assigns, (iii) shall be construed according to and governed by the laws of the state in which the LEA is located without regard to its choice of laws principles, and (iv) may only be amended by a writing signed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this SOW #2 to be executed as of the date first set forth above by their respective duly authorized officers, and expressly state that the undersigned have the full power and authority and approvals to execute this SOW #2 and that this SOW #2 is valid and binding.

LEA

By:

Name: Dr. Norman C. Sauce III
Title: Interim Superintendent
Date:

Cartwheel

By:

Name: Daniel Tartakovsky
Title: Authorized Agent
Date: