



## NORTH SLOPE BOROUGH SCHOOL DISTRICT MEMORANDUM

**TO:** Esther Evikana, President  
Members of the Board

**THROUGH:** David Vadiveloo, Superintendent *DS Vadiveloo*

**FROM:** Michael Hautala, Director of Student Services *MH*

**DATE:** December 12, 2025

**SUBJECT:** Contract \$50K and Over –  
Huddle Up, Inc.

**Memo No. SB26-065**  
(Action Item)

### NSBSD Policy Manual:

BP 3311, Bids: All bids under federal awards must be made in accordance with the standards set forth in 2 CFR 200.320.

Board Policy 3312, Contracts: The Superintendent of designee may enter into contracts and memoranda of agreement (MOA's) on behalf of the District. All contracts and MOA's with a dollar value of \$50,000 or greater must be approved by the School Board.

### NSBSD Strategic Plan Summary:

#### Student Social & Emotional Wellbeing

Goal 5: Facilitate & maintain culturally, emotionally, & physically safe learning environments

#### Staff Support & Professional Development

Goal 6: Build and sustain a thriving workforce aligned with the mission of this District

### Issue Summary:

The North Slope Borough School District (NSBSD) is seeking to contract with a telehealth provider, Huddle Up, Inc., to expand access to essential mental and behavioral health services for all students across the district. Due to barriers related to geographic isolation and critical staffing shortages, this contract is a strategic necessity to ensure consistent access to licensed mental health professionals and provide early intervention and ongoing clinical support.

### Contract Terms and Financial Breakdown

The recommended contract with Huddle Up, Inc. is structured as follows:

Component	Detail
Contract Duration	5 months (January 1, 2026 – May 31, 2026)
Clinical Hours	743 hours, (Jan. 150, Feb. 150, Mar. 128, Apr. 165, May 150)
Hourly Rate	\$95.00 per hour
Clinical Cost	743 hours X \$95 hour = \$70,585.00
Excess Clinical Hours	30 hours per month, 150 hours



Component	Detail
Hourly rate for excess hours	\$109.00 per hour
Excess Clinical Cost	150 hours X \$109 = \$16,3500.00 + 3% Fee = \$16,840.50
Clinical Maintenance Fee	3% of the Clinical Cost (Estimated: \$2,117.55) 743 Hrs.
Total Contract Cost	\$70,585.00 + \$2,117.55 = <b>\$72,702.55</b>
Excess Hours-If Needed Up to 30 hrs/month, 150 max.	<b>\$72,702.55 + \$16,840.50 (150 excess hours)</b> Not to exceed <b>\$89,543.05</b>

### Background and Rationale for Recommendation

The RFP for Telehealth Clinical Counseling Services was published with the objective of ensuring consistent access to licensed mental health professionals and addressing the critical need for student mental health support.

- **Evaluation:** The nine proposals received were thoroughly evaluated by the review committee, which included an independent Licensed Clinical Social Worker (LCSW) with the North Slope Borough Integrated Behavioral Health.
- **Huddle Up, Inc. Selection:** Huddle Up, Inc. was ultimately selected based on their superior qualifications and alignment with the unique needs of NSBSD. Key strengths of their proposal include:
  - **Alaska Focus:** The company originated in Alaska and provided Alaska-based references.
  - **Staffing & Capacity:** They demonstrated fast implementation capability with Alaska-licensed clinicians.
  - **Clinical & Consultative Services:**
    - They offer consultation on Individualized Education Programs (IEPs).
    - They provide multi-disciplinary availability (Occupational Therapy (OT), Speech-Language Pathology (SLP), Mental Health (MH), and School Psychologist (School Psych)).
    - They provide supervision of clinical hours for NSBSD staff.
  - **Compliance:** Their telehealth approach and practices follow the National Association of Social Workers (NASW) guidelines.
  - **Cost:** Their cost is in alignment with state averages.
  - **Responsiveness:** They were highly responsive to District needs throughout the process.

### Funding Source and Contract Amount:

This contract is funded through the General Fund account code 100.200.200.000.410 in the amount of \$72,702.55 with a not to exceed amount of \$89,543.05.

### Compliance with BP 3311.





In compliance with BP 3311 administration solicited for proposals following the Request for Proposal (RFP) process.

This summary details the process and financial components of the decision to award the contract for Telehealth Clinical Counseling Services following the Request for Proposal (RFP) process. RFP Review and Selection Process:

<b>Metric</b>	<b>Detail</b>
<b>RFP Solicitation</b>	Telehealth/Therapy Clinical Counseling Services
<b>Proposals Received</b>	9
<b>Proposals Narrowed</b>	3 (Short-listed candidates)
<b>Final Recommendation</b>	<b>Huddle Up, Inc.</b>
<b>Review Committee</b>	Director of Student Services, SEL Coordinator, and an Independent LCSW with the North Slope Borough Integrated Behavioral Health

**Recommendation:**

**The administration recommends the Board of Education approve the contract award for Huddle Up, Inc to provide telehealth clinical counseling services in the amount of \$72,702.55 with a not to exceed amount of \$89,543.05.**

**Proposed Motion:**

“I move that the NSBSD Board of Education approve the contract award to **Huddle Up, Inc.** for the provision of Telehealth Clinical Counseling Services, as described in this memo and related attachments enabling the District to immediately move forward with implementation and address the critical need for mental and behavioral health support for its students.”

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Vote \_\_\_\_\_





# North Slope Borough School District

P.O. Box 169, Utqiagvik, AK 99723

## Memorandum of Agreement

(An MOA for more than \$10,000.00 must be approved by the School Board prior to start of contract. In a fiscal year MOA to the same contractor totaling more than \$10,000.00 must be approved by the School board prior to start of the contract).

Contractor: Huddle Up Care, Inc. MOA Control # \_\_\_\_\_

Address: 8700 Turnpike Dr. Ste. 318 Westminster CO 80031  
Street or POB City State Zip

(773) 405-4331 kkennelly@huddleupcare.com  
Area Code Phone # E-mail Address

The contractor is required to hold and provide a certificate of insurance that is current for the term of the contract for the following:

☒ General Liability Insurance ☒ Professional liability / Errors & Omissions

Federal ID # \_\_\_\_\_ Or Soc. Sec. #: \_\_\_\_\_ Alaska Business License # \_\_\_\_\_

Dec 12, 2025 May 31, 2026 ☐ W-9 Attached ☒ W-9 Submitted Previously  
Start Date: (mmddyy) End Date: (mmddyy)

Contractor Agrees To: Maintain confidentiality of student information as per NSBSD Board Policy, state, and federal laws.

### Individual and Group Counseling

- Provide confidential, evidence-based therapy for students experiencing social, emotional, or behavioral challenges.
- Offer both short-term and ongoing support aligned with school counseling and intervention frameworks.
- Conduct virtual sessions through a secure, encrypted telehealth platform.
- Provide services as required un a student's Individual Education Program (IEP).

### Crisis Intervention and Support

- Respond to referrals for students in crisis and coordinate care with school and district staff.
- Provide virtual crisis counseling and safety planning as appropriate.
- Maintain clear communication with school-based teams regarding follow-up and next steps.

### Consultation and Collaboration

- Partner with school counselors, social workers, and administrators to support student success.
- Participate in multidisciplinary meeetings and share relevant updates, respecting confidentiality.
- Provide resources and onsultation to staff and families as needed.
- Participate in IEP team meetings.

- Provide necessary supervision of local social worker clinical hours.

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#### Documentation and Compliance

- Maintain accurate, timely, and confidential records in compliance with FERPA and HIPAA.
- Provide monthly reports summarizing services delivered and general trends (de-identified).
- Participate in audits or reviews as requested by the District.

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#### Technology and Accessibility

- Use a secure telehealth platform accessible on district devices.
- Ensure services can be delivered reliably across rural Alaskan bandwidth conditions.
- Provide training or orientation to school staff as needed to support service access.

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It is the responsibility of the contractor to monitor work days, and not exceed, the amount approved by the NSBSD School Board. Contract days are to extend from the students first day of school through the end of the school as per the NSBSD Board approved calendar

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Upon request, complete and submit a background check. Maintain up to date insurance, AK Business License, Type C certification (Related Service).

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District Contract Person: **Michael Hautala** Phone #: **907-852-9651** Ext:  
Email Address: **michael.hautala@nsbsd.org** Fax:

District Agrees To: Reimburse CONTRACTOR for expenses directly and necessarily incurred in relation to the performance of service under this agreement.

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#### Cost Structure for: Telehealth/Therapy Services for Clinical Counseling.

- # School Days 92
- Monthly Committed Hours 122.0
- Rate for Committed Hours \$95.00
- Excess of Committed Hours: 28 Hours
- Rate for Hours in Excess of Committed Hours \$109.00
- Clinical Maintenance Fee 3.00% Estimated \$347.70

Payment Terms: Net 30 days upon receipt and approval of Contractor invoice.

Enter Account Code as	Account #:	<u>100.200.220.000.410</u>	Amount:	<u>\$72,702.55</u>
				<u>\$ 16,840.50 <i>Excess Hours</i></u>
			Total:	<u>Up to \$ 89,543.05</u>

MOA Not to Exceed: \$ 89,543.05 Budget Authority Approval: \_\_\_\_\_

#### A – GENERAL INFORMATION

1. Per Board Policy 3312, MOAs for more than \$50,000 require prior School Board approval before Contractor provides any service.

2. All MOA's more than \$10K will be presented to the School Board for information purposes.
3. All associated costs, not limited to fees and reimbursable, must be included in the MOA.
4. The account to be charged must be determined and approved by the individual with budget authority prior to submission of the MOA to the Director of Finance or their designee.
5. Prior to the starting date of the contracted services and/or activities, the Contractor and the NSBSD must sign the MOA. The Contractor is not to be given a notice to proceed unless all the appropriate parties have signed the MOA.
6. The District Contact will be responsible for obtaining the contractor's signature and submitting the original MOA to the Director of Finance or their designee
7. The District Contact must approve for payment all contract invoices and receipt documentation prior to submission for payment to the Director of Finance or their designee.
8. When the MOA involves travel paid by the NSBSD; a Travel Requisition must accompany any invoice.
9. MOAs cannot be used for NSBSD employees.
10. Any NSBSD employee who authorizes services prior to the required approvals may be subject to disciplinary actions up to and including termination. (BP 4118 and 4218)

## **B – CONTRACTOR RESPONSIBILITIES**

1. Check the MOA for contents and completeness. If the terms are agreeable, sign the agreement and return to the individual named as the Contact Person.
2. The contractor warrants that where the service requires it, the contractor will carry the required certification for the service and will provide proof of certification with the executed agreement.
3. The contractor agrees that all work products created in the course of the agreement remain the property of NSBSD.
4. The Contractor agrees to uphold confidentiality of all parties associated with this Agreement as outlined in NSBSD Board Policy, State, and Federal laws.
5. Contractor agrees to provide the necessary information to allow NSBSD to complete a district-approved background check of Contractor. Passing of the background check is contingent to the execution of this agreement. NSBSD reserves the right to request a background check at any time throughout this agreement.
6. Contractor will follow the professional code of ethics as defined by National Standards and the State of Alaska Code of Ethics for their area of certification and/or licensing.
7. In accordance with the payment terms set forth on page 1, the Contractor shall submit an invoice with the appropriate documentation (copies of airline tickets, hotel bills, etc.) to the Contact Person for approval of payment. This Purchase Order number must be on the invoice.
8. As a condition of performance, the Contractor must pay all federal, state, and local taxes incurred by the Contractor.
9. A W-9 must be on file with the NSBSD Business Office or submitted with this MOA. If no W-9 is provided, backup withholding of Federal taxes will be withheld as required under federal law, which is presently 29%.
10. The Contractor must provide proof that all required certificates of insurance listed on page 1 of this MOA are current for the term of the contract.
11. The contractor must maintain a current Alaska Business License for the term of the contract.
12. To the extent allowed by law, the Contractor shall indemnify, defend, and hold the NSBSD harmless from any liability resulting from or arising out of the acts of the Contractor in the performance of this MOA.

## **C – GENERAL TERMS**

1. This contract may be terminated by either party with a 30-day written notice.
2. Contractor, is an independent contractor. As an independent contractor, Contractor shall have no right or authority to (a) assume or create any obligation of the District; (b) accept service of legal process addressed or intended for the District; or (c) bind the District in any manner whatsoever. Contractor shall not be treated as an employee for purposes of employment taxes, income tax withholding, or employee benefits. Contractor is solely responsible for the payment of all applicable federal and state self-employment and income taxes (including without limitation FICA and Social Security).
3. This MOA shall be governed by Alaska law.

I HEREBY ACCEPT THIS MOA AND THE CONDITIONS/PROVISIONS CONTAINED HEREIN.

Any changes in the terms of this MOA must be on an ADDENDUM FROM prior to any services being performed. The ADDENDUM FORM must be approved by all parties.

\_\_\_\_\_  
Director of Finance, NSBSD

\_\_\_\_\_  
Finance Director's Signature

\_\_\_\_\_  
Date (mmddyy)

\_\_\_\_\_  
Superintendent, NSBSD

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date (mmddyy)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date (mmddyy)

Routing:    ☐ Dir. Fin. Svcs.    ☐ Supt    ☐ Contractor    ☐ Contact Person    ☐ Admin. Svcs. Dept.



## Clinical Service Schedule

This Clinical Service Schedule ("Clinical Service Schedule") is incorporated and made part of the Master Services Agreement ("MSA") between Huddle Up and Client and lists the terms and conditions for Services. Capitalized terms not defined in this Clinical Service Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Service Schedule and the MSA, unless specifically referred herein, the MSA shall govern.

1. Clinical Services. This Clinical Services Schedule lists the terms and conditions of Services Client may purchase, which includes direct clinical therapy, indirect clinical services, IEP development, attendance to meetings, access to technology, and other services that Huddle Up deems appropriate to facilitate and support clinical care (collectively, "Clinical Services").
2. Huddle Up Responsibilities
  - a. Huddle Up will manage recruiting, licensing, and credentialing of professional therapist(s) for Clinical Services.
  - b. Huddle Up will assign a Client Success Manager to serve as the Client's primary point of contact.
  - c. Huddle Up will provide a copy of the fully executed Agreement, signed W-9, and certificate of insurance to Client upon request.
  - d. Maintain quality clinical standards through therapist oversight and education.
3. Client Responsibilities
  - a. Client agrees to provide and maintain a specially designated location(s) ("Site" or collectively "Sites") to which Huddle Up may deliver Clinical Services for the Client. The Site designated by the Client must have an area that is quiet, confidential, and relatively free of distraction. Client also agrees to provide an adult supervisor at the Site whenever Clinical Services are being delivered. Client must provide high speed internet connectivity when receiving Clinical Services at its Site. Individuals may access Huddle Up's platform from any device with internet connectivity. Client shall be responsible for student access and usage of equipment. Client agrees to use Huddle Up's platform and video conferencing provider. Client will provide a primary point of contact to Huddle Up for each Site.
  - b. Client shall designate a primary point of contact from its organization to ensure that Client's implementation tasks are completed in a timely manner and that implementation stays on schedule.
  - c. Client and its staff agree to reasonably cooperate and communicate with Huddle Up personnel and provide effective and timely decision making on matters regarding the Services and ensure Huddle Up has ready access to Client's staff, systems, and documentation systems when necessary. Additionally, Client shall (i) cooperate with Huddle Up in its performance of the Services and provide access to its premises, employees, and equipment as required to enable Huddle Up to provide the Services, (ii) comply with all applicable laws, and (iii) when on its premises, provide Huddle Up's staff and other representatives with a workplace with the same safeguards provided by Client to its own employees and contractors.
  - d. Client will notify Huddle Up upon execution of this Agreement if Client or its state require a therapist to obtain educator or other credentials that are separate from state licensure specific to the therapist's practice area.





- e. Finalized caseload details must be provided at least fourteen (14) days prior to the Service Start Date. Students with out-of-compliance documentation will be included in the caseload count and therapists will work with the district to make documentation compliant. Caseload details include but are not limited to, full student list, IEP minutes and frequency per student and supervision caseload (if applicable). This information will be used by Client and Huddle Up to ensure compliance and utilization of Services.
  - f. If specific assessments or evaluation materials are requested, Client agrees to provide such materials or reimburse Huddle Up for providing such materials. Client agrees to provide Huddle Up access to on-site testing materials. Client agrees to also provide Huddle Up, in the time and manner requested, without charge, access to and use of Client's software systems and databases for purposes of viewing and creating student records, therapy documentation, and other information related to the Services. If requested, Client will work with Huddle Up on providing bulk data access or fulfilling bulk data requests.
4. Fee and Payment Terms. Client shall pay all fees specified in the applicable Service Order for Clinical Services. Unless otherwise specified, all fees shall be due and payable net thirty (30) days from the date of invoice.
- a. Client will be responsible for any committed dollar amounts or associated dollar amounts for committed volumes specified in each Service Order regardless of caseloads, hours, or absences ("Committed Minimum"). If Client's fees are less than the Committed Minimum for a specific invoice period, Client will be responsible for paying the Committed Minimum. If Client exceeds the Committed Minimum for a specific invoice period, the additional units will be billed at the applicable add-on rates specified in each Service Order.
  - b. Under the per student model, Client will be subject to increased costs associated with the addition of students to its initially agreed upon caseload. This happens automatically when a student is added to the caseload. Caseloads will be shared with the Client monthly, who will be responsible for ensuring the caseload is up to date. Per student fees are based on caseload assumptions provided by the Client (major assumptions will be listed in each Service Order). If Client makes any changes to the caseload assumptions, Huddle Up may make a pricing adjustment to the per student fees. If Client requests Services not covered by per student pricing, Client acknowledges they may owe additional fees.
  - c. For per day rates, these applicable rates will be charged for any day that Huddle Up delivers Clinical Services and are inclusive of up to 7.5 hours per day. In the event that more than 7.5 hours are worked in a given day, the Client will be charged for the additional time at the equivalent hourly rate for excess or overage.
  - d. Client will be responsible for paying Huddle Up for all time spent providing Services. Each time entry will be billed to you in six-minute increments, rounding up to the nearest tenth of an hour.
  - e. Client acknowledges that custom requests may be subject to additional charges.
  - f. Client agrees to reimburse Huddle Up for all necessary and reasonable travel expenses incurred in connection with the Services provided, including compensation for travel time and mileage reimbursed at the then-current IRS standard mileage rate.
  - g. Client agrees to reimburse Huddle Up for the costs associated with any educator or other credentials that are separate from state licensure specific to the therapist's practice area required by the Client.
  - h. If a cancellation or request to reschedule a scheduled session occurs less than 24-hours in advance, the session will count as completed, and Client will be charged the applicable full amount for the scheduled session. If a student doesn't show up to a scheduled session within 5 minutes of



the scheduled time, the session will be marked as a no show and Client will be charged the applicable full amount for the scheduled session.

- i. Service will begin on or around the Service Start Date designated in each Service Order. Implementation starts immediately following the signing of the Agreement, and both parties will work together in good faith to complete implementation as soon as possible. If, in Huddle Up's sole discretion, Client is not ready by the Service Start Date or if Client causes Services to be delayed, Huddle Up is entitled to full payment in accordance with the signed Agreement, and Client will not be entitled to compensatory Services for the time period following the Service Start Date during which Client was not ready to implement the Services or where Client causes Services to be delayed. If Huddle Up, in its sole discretion, is not ready to start on the Service Start Date or causes services to be delayed, the Client has one week to elect in writing one of the following options: 1) compensatory time be provided to assigned students or 2) Huddle Up calculates a prorated credit that will be applied to future orders. If the Client elects compensatory time in writing, Huddle Up cannot guarantee the same clinician or schedule availability to provide compensatory time. However, Huddle Up will work to provide compensatory services to assigned students in a reasonable time frame and in coordination with the Client.



## General Information

Client Name	North Slope Borough School District	Created Date	9/18/25
Service Start Date	01/5/26	Quote Expiration Date	1/5/2025
Service End Date	5/29/26	Prepared by	Katie Kennelly

## Client Information

Client Contact	Michael Hautala	Street	PO Box 169
Phone	<a href="tel:907-852-5311">907-852-5311</a>	City	Atqiaqvik
Email	<a href="mailto:michael.hautala@nsbsd.org">michael.hautala@nsbsd.org</a>	State	AK
		Zip	99273

## Order Details - Fee Schedule

See Next Page



Mental Health Therapy			
Committed FTE	1.00		
Forecasted FTE Need	1.00		
# School Days	102		
Rate for Committed Hours	\$95.00		
Rate for Hours in excess of Committed Hours	\$109.00		
Clinical Maintenance Fee (applied to all invoices)	3.00%		
Monthly Commitment Schedule	Month	Committed Hours	Fee
	July 2025	0.00	\$0.00
	August 2025	0.00	\$0.00
	September 2025	0.00	\$0.00
	October 2025	0.00	\$0.00
	November 2025	0.00	\$0.00
	December 2025	0.00	\$0.00
	January 2026	150.00	\$14,250.00
	February 2026	150.00	\$14,250.00
	March 2026	128.00	\$12,160.00
	April 2026	165.00	\$15,675.00
	May 2026	150.00	\$14,250.00
	June 2026	0.00	\$0.00
Committed Hours Fee			<b>\$70,585.00</b>
Estimated Clinical Maintenance Fee			<b>\$2,117.55</b>
Total Minimum Fee			<b>\$72,702.55</b>



## Modified Terms

Before entering the proposed Master Service Agreement, the District should obtain from Huddle Up verification that the attached letter would be sufficient as state tax exemption certification as contemplated by Paragraph 5.b of the Master Service Agreement.

The North Slope Borough School District is a governmental entity operating solely in Alaska and bound by the obligations of Alaska law. I recommend removing the Delaware choice of law in Paragraph 12 of the Master Service Agreement to replace it with Alaska for choice of law.

FERPA requires school districts to safeguard personally identifiable information in school records and permit disclosure of those records only with parental consent. There is an exception for school officials, which can include contractors, but even as to school officials the information in student records must only be disclosed when there is a legitimate educational reason for doing so. It would not be appropriate for the District to grant Huddle Up or its employees access to educational records for students other than those being served by Huddle Up. I recommend deleting from the proposed Clinical Service Schedule the last sentence of Paragraph 3.f regarding "bulk records."

To the extent that Huddle Up would be providing services in accordance with student IEPs, the District would need to receive documentation of the provision of those services including progress notes sufficient to meet its obligations to provide parents with information regarding the evaluation, eligibility and provision of FAPE to their student. The District would benefit from its agreement with Huddle Up including clearer language regarding the nature and scope of information that Huddle Up will provide to the District regarding services provided to individual students and the obligation of Huddle Up to turn records of services provided over to the District upon termination of this agreement.

## Billing Contact

Contact Name	Michael Hautala	Bill to Account Name	PO Box 169 Atqiaqvik, AK 99273
Email	michael.hautala@nsbsd.org	Phone	Billing Phone

## Master Service Agreement

Except as expressly set forth in this Service Order, the Parties agree to be bound by the terms of Huddle Up's Master Services Agreement ("Agreement"). The Agreement is provided in conjunction with this Service Order or upon request. To the extent there is a conflict between this Service Order and the Agreement, this Service Order shall govern. The signatory below represents that he or she has the authority to bind Client to the terms of this Agreement. The terms of this Service Order are Confidential Information. The effective date of this Agreement is the date of the last signature below ("Effective Date").



Huddle Up Care, Inc. by:

Signature

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Name

Chris Sidor

Title

VP Sales

Date

Huddle Up Signer Date

Client

North Slope Borough School District by:

Signature

---

Name

David Vadiveloo

Title

Superintendent

Date

Client Signer Date



## Master Services Agreement

This Master Services Agreement ("MSA") is by and between Huddle Up Care, Inc., a Delaware Corporation ("Huddle Up") and the Client and will commence upon the date of execution of a Service Order that references this agreement ("Effective Date"). Huddle Up and Client may individually be referred to as a "Party" and collectively as "Parties".

1. **Structure of Agreement.** This MSA shall apply each time Client engages with Huddle Up for the provision of services and/or products ("Services"). The Services shall be described in one or more schedules (each, a "Schedule"), service orders (each, a "Service Order"), and/or exhibits (each, an "Exhibit"), each of which shall reference this MSA. Each Schedule, Service Order, and Exhibit entered into or delivered hereunder (each, an "Incorporated Document" and collectively, "Incorporated Documents") may provide additional terms and conditions related to the Services. This MSA and Incorporated Documents are collectively referred to as the "Agreement". In the event of a conflict of between the terms of this MSA and the terms of any Incorporated Document, the terms of the MSA shall control; provided, however, that the Parties may in any Incorporated Document specifically, with reference to this MSA, agree to: (a) exclude or except an otherwise controlling provision of this MSA; or (b) adopt a clause or provision to apply in lieu of any of an otherwise controlling provision of this MSA.

2. **Services.** Huddle Up shall provide Client with the Services set forth on each Service Order.

3. **Term.** The Term of this Agreement shall commence on the Effective Date and will end on the Service End Date set forth in each Service Order ("Term").

4. **Termination.**

- a. **Termination for cause.** Either party may terminate this Agreement if the other party breaches any material term of this Agreement and does not cure such material breach within thirty (30) days of receiving written notice of the breach (which notice shall include the nature and extent of the breach and specify the effective date of termination).
- b. **Termination without cause.** Either party may terminate this Agreement for any reason by providing the other Party with at least thirty (30) days' prior written notice.
- c. **Effects of Termination.** Upon the termination of the MSA or the expiration or termination of any Incorporated Document for any reason, (a) all Fees owed to Huddle Up that accrued prior to such termination or expiration will be immediately due and payable and (b) Client shall not be entitled to a refund for any Fees paid by Client prior to the date of termination and (c) Client agrees that any termination of this Agreement shall not affect Huddle Up's rights to payment due to it.

5. **Fees; Payments.**

- a. In consideration of the provision of the Services provided by Huddle Up and the rights granted to Client under this Agreement, Client shall pay the fees as set forth in the related Service Orders and Schedules. In the event that Huddle Up provides additional Services, which have been requested by Client in writing, Huddle Up shall be entitled to bill Client for those additional Services. Huddle Up will invoice Client electronically at the email address for invoices provided by Client to Huddle Up. Huddle Up generally accepts Automated Clearing House ("ACH") and other electronic payments. If any amount Client owes under this Agreement is not paid within thirty (30) days of its due date as specified in the applicable Service Order or Schedule, Client agrees that Huddle Up may stop providing



the Services until such overdue amount is paid in full. All overdue amounts will accrue interest until paid at the rate of the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by law. Client will have materially breached this Agreement if any amount remains unpaid more than thirty (30) days after the due date. Huddle Up's remedies under this Section are cumulative of its other available remedies. If Client believes that Huddle Up has billed Client incorrectly, Client must contact Huddle Up no later than fifteen (15) days after receipt of the invoice, and the Parties will work together to correct any errors.

- b. Taxes. Client is responsible for all taxes deriving from this Agreement, except for taxes on Huddle Up's income, unless Client provides a state tax exemption certificate. If Client does not submit a tax exemption certificate to Huddle Up, Client may be invoiced for any applicable taxes.

6. Professional Liability. Huddle Up maintains professional liability insurance and will provide its most recent Certificate of Insurance (CoI) and/or name the Client as an additional insured within the Policy upon request.

7. Limitation of Liability.

- a. General. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. UNDER NO CIRCUMSTANCES WILL Huddle Up BE LIABLE TO CLIENT FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY CLIENT TO Huddle Up IN THE LAST TWELVE (12) MONTHS FOR THE SERVICES PROVIDED UNDER THE APPLICABLE INCORPORATED DOCUMENT (WHETHER THE LIABILITY ARISES FROM THERAPY SERVICES OR OTHERWISE).
- b. Force Majeure. A party is not liable under this Agreement for delay in performance or non-performance caused by events or conditions beyond the party's reasonable control, including acts of God, fire, war, terrorism, third party criminal acts, any law or governmental regulations, or labor dispute, and the period of performance will be deemed extended to reflect such delay as agreed by the parties.
- c. Timing of Actions. Prior to bringing any lawsuit or other claim, the parties shall first attempt to resolve any dispute related to this Agreement or the underlying Services by good faith mutual discussions lasting at least thirty (30) days. Neither party shall file a lawsuit or other claim for any matter related to this Agreement or the underlying Services more than twelve (12) months after the date the cause of action arose.

8. Workforce.

- a. Huddle Up will be responsible for maintaining proper licensure, credentialing and oversight of its licensed providers. Huddle Up reserves the right to assign or subcontract performance of some or all the Services to appropriately credentialed therapists who are not Huddle Up employees. Huddle Up will provide Client with evidence of all required licensure upon request.
- b. Relationship to Client. Client and Huddle Up agree the relationship of Huddle Up (together with its individual employees) to Client is strictly as an independent contractor. As between Client and Huddle Up, Huddle Up is responsible for the withholding and other





employment-related tax collection obligations for Huddle Up's employees. Nothing contained in this Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

9. Monitoring and Evaluation; Limited Warranty.

- a. Huddle Up will cooperate with Client's reasonable requests to monitor or evaluate Huddle Up's performance of the Services.
- b. HUDDLE UP MAKES NO WARRANTIES EXCEPT FOR THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

10. Confidentiality; Intellectual Property.

- a. Huddle Up takes the confidentiality of students' information seriously. When Huddle Up receives or creates student data, including "education records" as defined by regulations issued under the Family Educational Rights and Privacy Act ("FERPA"), Huddle Up will only use such information in support of providing or improving the Services and will not re-disclose personally identifiable information from such data to third parties in a manner not permitted by the criteria specified in Client's standard privacy policy for education records (to the extent Client has provided Huddle Up with such policy and it applies to the Services), and will not otherwise use or disclose such data without first de-identifying it to remove any reasonable basis to identify Client or any student as the source. Huddle Up uses third-party software and cloud storage vendors to store electronic information in certain scenarios, and Client agrees the mere online storage or processing of student data is not a breach of this Section. Notwithstanding anything else in this Agreement to the contrary, Huddle Up shall be permitted to disclose confidential information to third parties as necessary in any and all instances where Huddle Up becomes aware of actual or threatened self-harm or violence by a student or other similarly emergent situations, as determined by Huddle Up in its professional discretion.
- b. Required Consents. Client represents that its provision of student data to Huddle Up, and Huddle Up's use and disclosure of such data as described in paragraph (a) above, is permitted by Client's privacy policy applicable to education records, including FERPA- and COPPA-required privacy notices to parents, and that Client has obtained and will maintain all parental consents and other disclosures required for Client to provide Huddle Up with, and for Huddle Up to use and disclose, such student data as provided in this Agreement. As a condition to Huddle Up providing the Services, Client agrees it will not change its privacy policies or agree to restrict or limit its ability to disclose student data in a manner that would interfere with Huddle Up's ability to provide the Services, except as otherwise required by a change in applicable law or regulation.
- c. HIPAA. The parties acknowledge and agree that, in connection with performing the Services, Huddle Up and/or Client may be receiving "Protected Health Information" (as defined in 45 CFR §160.103). Each party agrees to maintain the confidentiality, privacy, and security of Protected Health Information to the extent required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the regulations promulgated under HIPAA and HITECH, all as amended and in effect from time to time. Nothing in this Section is intended to or shall limit, restrict, or govern a party in its use or disclosure of Protected Health Information for treatment purposes or in any manner that is otherwise permitted or required under HIPAA, HITECH, or the regulations promulgated under HIPAA and HITECH, or other applicable law.
- d. References. Huddle Up may publicly announce the execution of this Agreement and offer Client as a reference and/or case study to its prospective Clients and other partners, as



well as use Client's logos and other branding in Client lists, websites, and other materials advertising Client's use of the Services.

- e. Intellectual Property. Huddle Up is and shall remain the sole and exclusive owner of:
- i. any and all creative ideas, designs, developments, inventions, works of authorship, know-how, or work results ("Creations") created by Huddle Up;
  - ii. any and all copyrights, patents, trademarks, design rights or registrations, trade secrets, confidential information, or similar intellectual property rights ("IP Rights") owned by Huddle Up and
  - iii. any and all Creations and IP Rights created by or on behalf of Huddle Up as a result of or related to the Services performed hereunder (subsections (i)-(iii) collectively, "Huddle Up's IP"). Huddle Up hereby grants Client a non-exclusive, royalty-free, non-sublicensable and non-transferable license under Huddle Up's IP to the extent necessary to enable Client to use and receive the full benefit of the Services. No license to any of Huddle Up's IP, implied or otherwise, is granted hereunder for any use beyond that necessary for Client to receive the benefit of the Services.
- f. Nondisclosure. All information disclosed by one Party (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information." Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, "Representatives") who are under a non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement, unless otherwise required to do so by law, regulation, or order of a court of law. Each Party shall remain responsible for any breaches of the Section by any such Parties' Representatives.
11. Clinician Conversion. During the Term of this Agreement, Client may not, directly or indirectly, solicit, induce, hire, or attempt to hire any Huddle Up clinician that has provided Services at any point in time to the Client except in accordance with the terms set forth in this section. Client shall notify Huddle Up of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a "Converted Clinician"). Upon the date a Converted Clinician commences employment with Client (the "Conversion Effective Date"), the Client shall pay to Huddle Up as consideration for the introduction, a fee equal to the greater of (i) \$50,000 or (ii) 75% of the annualized, twelve-month fee for the Converted Clinician's provision of Services, regardless of whether the Converted Clinician ultimately provided Services to Client through Huddle Up. This clause shall survive termination of this agreement for a period of twelve (12) additional months.



12. Governing Law; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the state of Delaware. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. Notices. Notices required or permitted by this Agreement must be written and given to the party at the address specified above by hand delivery, certified mail, return receipt requested, or overnight delivery.

14. Severability. If any term of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other term of this Agreement. Upon a determination that any term is invalid or unenforceable, the court shall modify this Agreement to affect the original intent of the parties as closely as possible to the greatest extent possible.

15. Entire Agreement; Other. This Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Agreement and shall supersede any prior agreements and discussions, whether written or oral. The content of this contract is to remain confidential except as may otherwise be required by law. 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 or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Original signatures sent and received electronically (e.g., by email with PDF attached or by Digital Signature) are binding.

16. Survival. Sections 4, 5, and 7-15 will survive the expiration or termination of this Agreement.

**Signature:** *DS Vadiveloo*

**Email:** david.vadiveloo@nsbsd.org

**Signature:** Michael Hautala

Michael Hautala (Dec 11, 2025 15:40:30 AKST)

**Email:** michael.hautala@nsbsd.org