

18. a. Receive Proposals/Award Contract for Student Health Records and Services Platform RFP

Rationale

Request for Proposals (RFP) No. 25/26-01 IT Student Health Records and Services Platform was advertised per Public Contract Code on November 6, 2025 and November 13, 2025. A proposal due date of December 15, 2025 was set; nine (9) contractors submitted proposals in response to the call for proposals.

Proposals were reviewed and scored based on the following evaluation components: (1) Price – 30%, (2) Vendor Support and Ability to Perform – 25%, (3) Technology Requirements – 20%, and (4) Functionality and Usability – 25% per the Student Health Records and Services Platform RFP Process approved at the August 26, 2025 Board Meeting.

| Number of Proposals | Score Range* | Range of Proposals |
|---------------------|--------------|--|
| 9 | 1.78 - 7.59 | \$467,985.00 - \$4,592,998.20 (Estimated 5-Year Cost) |

*Scores based on a scale of 10, with 10 being the highest possible score.

The implementation costs of the health records and services platform will be covered by the Children and Youth Behavioral Health Initiative (CYBHI) Capacity Grant. Ongoing costs will be covered through reimbursements received through the CYBHI Fee Schedule Program. Proposal costs were calculated by combining implementation costs and expected reimbursements (based on similar school districts).

The following provider has been determined to have the highest scoring proposal and is within the amount budgeted for this project. Staff have verified references and proposal contents.

| Provider | Score | Proposal Amount |
|----------------|-------|---|
| Tad Health Inc | 7.59 | \$1,121,600.00 (Estimated 5-Year Cost) |

Staff were impressed by the quality of the Tad Health Product and how the solution supports the management of behavioral health services for students. Tad Health has extensive experience in health records management and with the CYBHI Fee Schedule Program.

The initial term of the proposed contract is April 22, 2026 through June 30, 2029, with the option to extend for an additional two (2) years, for a maximum term of five (5) years, in accordance with provisions contained in Education Code Section 17596.

IUSD/Ford/Bennett
Board Agenda
April 21, 2026

Financial Impact

Approximately \$190,000 for the initial implementation plus 10% of reimbursements received through participation in the CYBHI program.

CYBHI Capacity Grant.

Recommended Motion

Authorize the Assistant Superintendent of Business Services to award the contract for RFP No. 25/26-01 IT Student Health Records and Services Platform to Tad Health Inc, effective April 22, 2026 through June 30, 2029.

Quick Summary / Abstract

Authorize the Assistant Superintendent of Business Services to award the contract for RFP No. 25/26-01 IT Student Health Records and Services Platform to Tad Health Inc, effective April 22, 2026 through June 30, 2029.

Created on 3/26/2026 at 8:54 AM PT by Michelle Bennett
Last Modified on 4/17/2026 at 9:39 AM PT by Raianna Chavez



**IRVINE UNIFIED SCHOOL DISTRICT
CONTRACT REVIEW FORM (CRF)**

ALL Contracts MUST be approved by IUSD Board of Education.

ORIGINATOR: Submit this signed form along with required documents to Contracts@iusd.org or to ITContracts@iusd.org for IT contracts for review **at least 10 weeks prior** to scheduled Board meetings.

Upon Board approval, originals will be filed, Originators notified via email, and copies will be uploaded to J:\SHARE\CONTRACTS\20XX-XX.
If this is a new technology or software purchase please contact HelpDesk@iusd.org to see if additional support is required.

Originator to Complete:

| | | | |
|----------------------|----------------------------|---------------------------|--------------------|
| Company Name: | Tad Health Inc | | |
| Contact Name: | Matt Pizzo | Email: | matt@tadhealth.com |
| Address: | 2618 San Miguel Drive #501 | | |
| City: | Newport Beach | State: | CA |
| Phone No.: | (949) 991-6594 | Zip: | 92660 |
| | | SS or Tax ID No. : | 86-2476737 |

Description of Services & Objective(s) to be Accomplished:

Contractor to provide a student health records and services platform to support the Children and Youth Behavioral Health Initiative, and other student mental health needs.

Fee includes a one time cost of \$190,000.00, plus 10% of funds collected from reimbursements.

A DPA was previously established.

| | | | |
|---|-------------|------------|-------------------------------------|
| Is this Contract Associated with a Field Trip: | Yes: | No: | <input checked="" type="checkbox"/> |
| If yes, and Board approval is required per Board Policy 6153, provide Board approval date: | | | |

| | | | |
|----------------------|----------------|-----------|---------------|
| Term/Date(s): | April 22, 2026 | to | June 30, 2029 |
|----------------------|----------------|-----------|---------------|

| | | | |
|--------------------------|--|---|-------------------------------------|
| Is this Contract: | on the Contract Services Action Report: | or a Consent Agenda Item/Item of Business: | <input checked="" type="checkbox"/> |
|--------------------------|--|---|-------------------------------------|

| | | | |
|---|-----------------------------------|-------------------------------|-----------------|
| Fee/Cost (not to exceed): | \$ 190,000.00 | Budget Category No.: | 0100975110-5810 |
| Select One Budget Category: | | | |
| Community Facilities District – CFD _____ | Capital Facilities Fund – Fund 25 | Self-Insurance Fund – Fund 67 | |
| County School Facilities Fund – Fund 35 | Restricted General Fund – Fund 01 | Off-Setting Fee Income | |
| Building Fund – Fund 21 | Unrestricted General - Fund 01 | Other: | |

| | | | |
|--|----------------------------|---------------------------------------|---------|
| Submitted by/Originator: | Natalie Hamilton | Ext: | 65287 |
| Department/Site: | Mental Health and Wellness | Submission Date: | 3/11/26 |
| Date(s) | Natalie Hamilton | | |
| Budget Administrator Printed Name | | Budget Administrator Signature | |

Contracts Staff to Complete:

| | | | |
|---|--|--|--|
| Required Documents | | | |
| <input checked="" type="checkbox"/> Contract Review Form | <input checked="" type="checkbox"/> Agreement | <input checked="" type="checkbox"/> Certificate of Liability Insurance | <input checked="" type="checkbox"/> W-9 Form |
| Other Documents (if required) | | | |
| <input type="checkbox"/> Data Privacy Agreement (Digital Provider/User Log-In Required) | <input checked="" type="checkbox"/> Insurance Waiver | <input checked="" type="checkbox"/> Criminal Records Certification | |
| New Agreement: | <input checked="" type="checkbox"/> | Renewal/Extension: | <input type="checkbox"/> |
| IUSD Template - Unmodified: | <input type="checkbox"/> | IUSD Template - Modified: | <input checked="" type="checkbox"/> |
| DPA Term/Date(s): | 3/20/26 | to | 2/25/29 |

District Approval

| | | | |
|----------------------------------|-------------------------------------|----------------------------|-------------------------------------|
| Ready for Board Approval: | <input checked="" type="checkbox"/> | Documents Complete: | <input checked="" type="checkbox"/> |
|----------------------------------|-------------------------------------|----------------------------|-------------------------------------|

Michelle Bennett
Approver's Name & Signature

Asst. Superintendent, Business Services

April 21, 2026
Board Approval Date



CONTRACT REVIEW FORM – Ed Services Addendum

ORIGINATOR: This backside document is an Ed Services internal extension to the Districts Contract Review Form to facilitate the routing and approval process. This addendum should be completed by IUSD staff submitting the Contract Review Form (CRF). Please retain a copy of your completed document along with the final board approved fully executed contract.

REQUIRED: Please obtain the final signatures below before requesting the Budget Administrator Signature on the front side of this CRF.

Approval Signatures Required:

Ed Services Contract Reviewer Printed Name

Ed Services Contract Reviewer Signature

*Ed Services Contract Reviewer has reviewed/read the complete contract document and verifies it matches agreed terms.

Leslie Roach

Department Head of the Contract Reviewer Printed Name

Department Head of the Contract Reviewer Signature

| | | | | |
|---|------|-------------------------------------|-----|--------------------------|
| Does your product include a digital resource? | Yes: | <input checked="" type="checkbox"/> | No: | <input type="checkbox"/> |
| Please forward a copy of the completed CRF along with any product information and/or quote to itadmin@iusd.org if it includes a digital resource. The information will be directed to the appropriate IT department manager for review. Once you receive notification from IT, please print the IT manager's name and date below. | | | | |

Brianne Ford/Jacob Mannaert

3/11/26

Information Technology Consult Printed Name

Date

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby dated this April 22, 2026 (the "Effective Date") between the Irvine Unified School District, hereinafter referred to as "District," and Tad Health Inc, located at 2618 San Miguel Drive #501, Newport Beach, CA 92660, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide a student health records and services platform and related services as proposed in Vendor's proposal in response to Request for Proposal 25/26-01 IT Student Health Records and Services Platform, and as further described in Exhibit B, hereinafter referred to as "Services". Services shall include, and are not limited to all shipping, F.O.B. Irvine Unified School District or as directed by the purchase order of District, assembly, inside delivery, and any required installation/implementation, software licensing, maintenance, training, ongoing support, recommended professional services, containers, packing, delivery, disposal of waste, labor, materials, supplies, tools, Equipment, utility, transportation services, and costs of optional services and products services. Services shall also include Contractor's assistance and support to District regarding obligations included in the Carelon Data Use Agreement, CYBHI Fee Schedule Provider Participation Agreement – Local Educational Agencies and Institutions of Higher Education Application for Enrollment or Continued Enrollment in the Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule Program, Business Associate Addendum, and Department of Health Care Services Agreement for Disclosure and Use of DHCS Data, hereinafter referred to as "Supporting Agreements" and incorporated herein . Vendor agrees to be bound by all applicable terms in the Supporting Agreements.

2. Term. Contractor shall commence providing Services under this Agreement on April 22, 2026 and will diligently perform as required and complete performance by June 30, 2029. The term may be extended by mutual written agreement of both parties for a term not to exceed five (5) years.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement according to the pricing in Contractor's Proposal, attached hereto as Exhibit A and incorporated herein, District payment to Contractor shall be limited to a total fee not to exceed One Hundred Ninety Thousand Dollars (\$190,000.00), plus ten percent (10%) of District's gross receipts for all behavioral health services bill under the Children and Youth Behavioral Health Initiative ("CYBHI") multi-payer fee schedule. Costs shall include applicable taxes and Contractor shall assume full responsibility for the cost and payment of all taxes. No additional costs shall be charged to District. District shall pay Contractor within thirty (30) days of receipt of Contractor's invoice detailing the services satisfactorily

rendered, or by July 31, 2026, whichever is later. District may issue Purchase Orders and payment on an annual basis for multi-year agreements, within thirty (30) days of receiving Contractor's annual invoice.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of Contractor's profession.

Licensing. Subject to this Agreement, Contractor hereby grants District (including District's students, employees, volunteers, parents and authorized guardians of District's students, all as applicable and described in the relevant description of services ("Users")), a limited, nonexclusive, nontransferable, non-sublicensable license to access and use the Product during the Term in accordance with applicable laws and regulations.

Except as expressly permitted in this Agreement, District will not itself, and will not authorize or allow any third party to: (a) provide access to the Product to any person who is not a User; (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Product; (c) modify, translate or create derivative works based on the Product; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Product; (e) use the Product for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Product or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Contractor or its suppliers on the Product or on any printed or digital materials provided by Contractor.

District will itself and will instruct its Users to: (i) attempt to prevent unauthorized access to or use of the Product; and (iii) notify Contractor promptly of any known or suspected unauthorized access or use. District will reasonably assist Contractor in all efforts to investigate and mitigate the effects of any such incident. Upon expiration or any termination for any reason of the Agreement, (i) all rights granted to District will immediately terminate and District will promptly cease use of the Product, (ii) Contractor will grant District a three (3) month period to export District Data from the Product.

8. Warranty. Contractor represents to District that the Product will substantially perform in all material respects the functions described in Contractor's Proposal when used and/or accessed in accordance with the terms and conditions of this Agreement. Contractor will provide services in a professional manner and in accordance with generally accepted industry practices.

If awarded Vendor fails or neglects to furnish and/or deliver the specified Solution and related services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of the RFP, Vendor's Proposal and this Agreement in its entirety, the District reserves the right to annul and set aside the Agreement, whether in whole or in part, and make and enter into a new contract with a new Vendor, in accordance with law, for furnishing such Solution so agreed to be furnished. Any additional cost or expense incurred by the District in the making of such contract and any additional cost of supplying a Solution by reason of the failure of the Vendor, as above stated, shall be paid by such Vendor.

Contractor will use commercially reasonable efforts to make the Product available with an annual uptime percentage of at least 99% ("Service Commitment") after the Product has been fully implemented. In the event Contractor does not meet the Service Commitment, District will be eligible to receive a service credit as described herein. The maximum amount of the credit is one twelfth (1/12) of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Product was unavailable below the Service Commitment, and multiplying it by three percent (3%) of one twelfth (1/12) the annual subscription fee. If the District has been using the Product for less than one year, the preceding one year will be used with any days prior to District's use of the Product deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Contractor. Any service credit shall be calculated using solely the fees paid for the Product. District's sole and exclusive remedy for breach of the Service Commitment in this Section will be for Contractor to provide a credit as provided in this Section; provided that District notifies Contractor in writing of such claim within thirty (30) days of becoming eligible for such claim.

9. Termination. District may, at any time, with or without reason, upon sixty (60) days written notice, terminate this Agreement for convenience and compensate Contractor only for Services satisfactorily rendered to the date of termination. District may also terminate this Agreement in the event that District does not allocate funding for the continuation of this Agreement or any portion thereof. Written notice by District shall be sufficient to stop further performance of Services by Contractor. In the event of termination due to non-allocation of funds or a termination for convenience by District, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

Either party may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement; or (b) any act by the other party exposing the terminating party to liability to others for personal injury, data breach, or property damage; or (c) the other party is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the party's insolvency. Written notice by the terminating party shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate upon the expiration of the ten (10) days. In the event of such termination, the District may secure the required Services from another contractor. If the

Agreement was terminated due to a default by Contractor, and the cost to the District to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) data breach, or (4) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) District's misuse of the product that is directly responsible for the claim of misappropriation, (B) District modifications to the product, or (C) District continuing the allegedly infringing activity after Contractor has provided District with modifications that would have avoided the alleged infringement. If the Product becomes or, in Contractor's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section, Contractor, or its designee, will either, (i) procure for District the right to continue using the Product, (ii) replace or modify the Product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to Contractor, then (iii) terminate this Agreement as to the infringing Product, require the return of the allegedly infringing Product and refund to District a portion of the fees paid by District in respect of the Product depreciated on a straight-line basis over one (1) year from the Effective Date.

(d) Negligence or intentional misconduct of Contractor or its employees or agents.

(e) Any breach of any of the representations, warranties or covenants contained herein by Contractor.

(f) Any allegation that the Product does not conform to current accessibility standards (WCAG).

(g) related to a data breach and/or personal injury due to Vendor's recklessness, gross negligence, or intentional conduct

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

(a) Comprehensive or Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District.

| | | |
|-----|----------------------------------|-------------|
| (1) | General Aggregate | \$2,000,000 |
| (2) | Each Occurrence | \$1,000,000 |
| (3) | Products/Completed Operations | \$1,000,000 |
| (4) | Personal and Advertising Injury | \$1,000,000 |
| (5) | Damage to Rented Premises | \$50,000 |
| (6) | Medical Expense (any one person) | \$5,000 |

(b) Umbrella (excess) liability insurance coverage with a minimum limit of \$3,000,000 per occurrence, unless waived/reduced by the District. The policy shall follow form to the General Liability policy regarding coverage and exclusions.

(c) Sexual Abuse and Molestation (SAM) liability coverage with minimum limits of \$4,000,000 per occurrence and \$4,000,000 aggregate, unless waived/reduced by the District. SAM liability coverage may be provided through the General Liability insurance policy; a combination of General Liability and Umbrella (excess) insurance policies; or through a separate SAM liability insurance policy.

(d) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

(e) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived/reduced by the District.

(f) Cyber Insurance with a limit of \$1,000,000 per occurrence, unless waived/reduced by the District.

(g) Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance

and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under (a), (b), (c), (d) and (e) above shall not in any way limit the liability of the Contractor.

11.2 No later than ten (10) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a), (b) and (c) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Implementation Plans), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

13. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this Agreement by providing a written notification and shall not be liable to the other for failure to perform its obligation, and any deposits or any pre-paid fees shall be refunded on a pro-rated basis.

16. Entire Agreement/Amendment. The RFP, Contractor's Proposal in response to the RFP, the Standard Student Data Privacy Agreement (NDPA), and this Agreement constitute the entire Agreement between

the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. The order of precedence shall be: (1) The NDPA, (2) this Agreement, (3) any exhibit, schedule or addendum to this Agreement, (4) Vendor's Proposal, (5) the RFP.

17. Nondiscrimination. Contractor agrees that Contractor and its subcontractors will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid or (c) by email, with read receipt requested. Service shall be considered given when received if personally served, or if mailed on the third day after deposit in any U.S. Post Office, or if email upon electronic confirmation the transmission has been delivered. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

| | |
|---|---|
| District: | Contractor: |
| Irvine Unified School District | Tad Health Inc |
| 5050 Barranca Parkway | 2618 San Miguel Drive #501 |
| Irvine, CA 92604 | Newport Beach, CA 92660 |
| Attn: Asst. Superintendent, Business Services | Attn: Scott Harvey, Chief Business Officer |
| Email: ITContracts@iusd.org | Email: scott@tadhealth.com |

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one (1) instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the


Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is hereby dated as of the Effective Date.

IRVINE UNIFIED SCHOOL DISTRICT

TAD HEALTH INC

By: 

By: Scott Harvey

Name: John Fogarty
Title: Asst. Superintendent, Business Services
(a Board Authorized IUSD rep. will sign for IUSD)

Name: Scott Harvey
Title: Chief Business Officer
Taxpayer Identification No.: 86-2476737

District Board Approved: 4/21/2020

EXHIBIT A
CONTRACTOR PRICING FROM PROPOSAL

ONE-TIME COSTS FORM

Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP.

VENDOR NAME: TADHEALTH

| ONE-TIME COSTS | | | |
|--|--|---|------------------|
| Item | Description | Pricing Formula (ex: \$ per hour, \$ per student, etc.). | Total Cost |
| Implementation | Including but not limited to: Data Integration, Transition from Existing Systems, Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers) | Included | \$0.00 |
| Training | Including but not limited to: Training Services(Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP) | Included | \$0.00 |
| Development, and/or Services not covered by Warranty or Service Contract | Including but not limited to: development, and/or services not covered by warranty or service contract (ex: hourly rate). | Included | \$0.00 |
| Other | Please Describe: <ul style="list-style-type: none"> TadHealth pricing is a one-time per student cost, with all items listed above included as well as the following items: <ul style="list-style-type: none"> In Person Training CYBHI registration for the district and providers as well as comprehensive education for staff and messaging for families | \$5 Per Student | \$190,000 |
| Total One-Time Costs: | | \$5 Per Student | \$190,000 |



RECURRING COSTS FORM

Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP. Include Software Upgrade Costs and Maintenance Support and Assurance. Explain any escalation or price change for each year if pricing for each year is not identical. Provide the hourly rate for services not covered by warranty or service contracts.

| RECURRING COSTS | | | |
|------------------------------------|---|--|---|
| Item | Description | Pricing Formula (ex: \$ per hour, \$ per student, etc.). If there is an annual escalator, include the unit cost per year | Estimated Total Cost (Years 1-5) |
| Licensing and Support | Including but not limited to: licensing fees, ongoing support, Solution maintenance. | Included | Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00 |
| Integrations or Other Service Fees | Including but not limited to: costs to maintain automated integrations with data and user authentication systems. | Included | Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00 |
| Other | Please Describe: | Included | Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00 |
| Total One-Time Costs: | | \$0.00 | Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00 |

PER TRANSACTION COSTS FORM

Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP.

| PER TRANSACTION COSTS | |
|---|--|
| Description of Units (per claim, per reimbursed claim, per tracked service, etc.) | Pricing Formula (ex: % of reimbursed fees, flat amount per billed claim). If there is an annual escalator, include the unit cost per year. |
| Customer will be subject to a fee equal to 10% of the LEA's gross receipts for all behavioral health services billed under the CYBHI multi-payer fee schedule | 10% of CYBHI reimbursements |
| <p>Total Annual Recurring Costs: TadHealth provides a success-based model tied to proven reimbursed claims. As the market leader in the CYBHI EHR space, TadHealth is able to position our customer districts to maximize reimbursements. We ensure reimbursement maximization through two elements: our proven guardrails to reduce denials, and our local, unlimited customer support.</p> <p>When evaluating cost, IUSD should consider total reimbursement, not just the percentage fee. 90% of a larger reimbursement total consistently yields more revenue for districts than retaining 95% of a smaller amount with lower-performing vendors. Lower-cost vendors may appear attractive up-front, but customers who have switched to TadHealth tell us that you get what you pay for.</p> <p>Ultimately, many districts who began with lower cost providers migrated to our platform after realizing that with TadHealth, they perform less manual work and receive more reimbursements, for an overall better net revenue than with other solutions.</p> | 10% of CYBHI reimbursements |



OPTIONAL SERVICES AND COSTS FORM

Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP. All costs for functionality in the proposal must be listed in the Optional Services/Solutions if not identified in the previous pricing forms. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

| OPTIONAL SERVICES AND COSTS | | | | |
|-----------------------------|---|--|--|--|
| Item | Description (Check box if required to meet minimum requirements of this RFP) | Dependent Requirements (If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/ Costs OR Future development efforts) | Pricing Formula (ex: \$ per hour, \$ per student, etc.). If there is an annual escalator, include the unit cost per year | Total Cost (Years 1-5) |
| | <input type="checkbox"/> Required to Meet Requirements | NOT APPLICABLE | NOT APPLICABLE | Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00 <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time |
| | <input type="checkbox"/> Required to Meet Requirements | | <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time | Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00 <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time |
| | <input type="checkbox"/> Required to Meet Requirements | | <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time | Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00 <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time |

OPTIONAL EQUIPMENT COSTS FORM

Expand the following table as required to provide itemized, equipment pricing for the proposed Solution to meet the requirements.

| OPTIONAL EQUIPMENT COSTS | | | | | |
|---|-----|-------------|---------|--|--------|
| Component/Hardware/ Software | Qty | Total Price | Install | Pricing Formula (ex: \$ per hour, \$ per student, etc.). If there is an annual escalator, include the unit cost per yea | Total |
| None - TadHealth is proposing a SaaS Solution, with no components, hardware, or additional equipment costs. | | | | | \$0.00 |

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additio





Irvine Unified School District

Irvine Unified School District

5050 Barranca Pkwy.
Irvine, 92604

Reference: 20260319-142729202

Quote created: March 19, 2026

Quote expires: June 30, 2026

Quote created by: Matt Pizzo

Michelle Bennett

michellebennett@iusd.org
949-936-5022

matt@tadhealth.com

+19499916594

Comments from Matt Pizzo

Products & Services

| Item & Description | Quantity | Unit Price | Total |
|--|----------|-------------------|---------------------|
| TadHealth Education Software Services and platform features as outlined in Irvine Unified School District Request for Proposal 25/26-01 IT Student Health Records and Services Platform | 1 | \$190,000.00 | \$190,000.00 |
| | | One-time subtotal | \$190,000.00 |
| | | Total | \$190,000.00 |

Purchase terms

Questions? Contact me



Matt Pizzo

matt@tadhealth.com

+19499916594

TadHealth Inc.

Question

+19499916594

Question

+19499916594

Question

+19499916594

Question

+19499916594

EXHIBIT B
SAAS SERVICES ORDER FORM

APPENDIX C: SUPPLEMENTAL MATERIALS

SAAS SERVICES ORDER FORM

| | |
|---|---|
| Customer: Irvine Unified School District | Customer Contact: Natalie Hamilton |
| Customer Address: 5050 Barranca Parkway, Irvine, CA 92604 | Customer Phone: 949-936-5287 Customer E-Mail: NatalieHamilton@iusd.org |
| <p>Services: Tad Health Education EHR Software including: professional, organization, and user-level access for secure cloud-based software/data system to house and coordinate counseling services documentation, activity, and billing for mental health services for students. (the "Service(s)").</p> | |
| <p>Services Fees: (i) 39-month period beginning April 22, 2026 through June 30, 2029, with \$190,000.00 payable within 30 days after receipt of invoice. Tad Health will also collect 10% of customers' gross receipts for all behavioral health services billed under the CYBHI multi-payer fee schedule and other applicable programs. The customer shall pay TadHealth within 30 days of reimbursement collection, or as otherwise stated in section 4.2.</p> | <p>Initial Service Term: 39 months ("Initial Service Term")</p> |
| <p>Implementation Services: Company will provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.</p> <p>Billing Module Net Collection Fee: Customer will be subject to a fee equal to 10% of the LEA's gross receipts for all behavioral health services billed under the CYBHI multi-payer fee schedule and other applicable programs. LEA shall pay TadHealth within 30 days after receipt of reimbursement collection, or as otherwise stated in section 4.2.</p> <p>Support Services: Package includes free tech Support for the duration of Initial Service Term. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B ("Support Services").</p> | |
| <p>Service Capacity: Full software deployment and LEA access.</p> | |
| <p>Commercial Use: This Agreement shall continue in effect for the Initial Service Term (subject to earlier termination as provided in the Agreement).</p> | |



SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 22nd day of April, 2026 (the "Effective Date") between TAD Health, Inc. with a place of business at 2618 San Miguel Drive Suite 501, Newport Beach, California 92660 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations.

TAD Health, Inc.:

By: Scott Harvey

Name: Scott Harvey

Title: Chief Business Officer

Irvine Unified School District:

By: 

Name: John Fogarty

Title: Asst Supt Business Services

USD Board Approved 4/2/2026

TERMS AND CONDITIONS**1. SAAS SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Company will provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the UI/UX, source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (collectively, "Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer

software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of RFP No. 25/26-01 IT, Company's proposal in response to the RFP, the Standard Student Data Privacy Agreement ("NDPA"), the Independent Contractor Agreement, and this Agreement (combined "The Agreements") and will be prohibited except to the extent expressly permitted by the terms of The Agreements.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with The Agreements and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's misuse of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent, provided that District's responsibility for Users shall be limited to reasonable administrative and supervisory controls consistent with an educational environment.

2.5 If Customer is an local educational agency (LEA) to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Customer

APPENDIX C: SUPPLEMENTAL MATERIALS

acknowledges that for the purposes of the Agreement, Company is a "school official" with "legitimate educational interests" in the Customer Data (as defined below)

Company agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a)(2) on school officials.

Customer further acknowledges that while Company will receive student health and insurance information, the federal Privacy Rule (45 CFR Parts 160 and 164) exempts education records and certain treatment records protected by FERPA from the definition of "protected health information". Notwithstanding the foregoing, to the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") applies to the processing of health and insurance information by Company, Company agrees to abide by all applicable provisions of the HIPAA Privacy Rule, the Security Rule, and Breach Notification Rule.

Customer is responsible for obtaining any parental (or eligible student) consent that may be required by applicable law, guidance or contract, in any way related to the Services. Customer shall assist Company in conveying notification to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Company's possession as may be required under applicable law.

Customer acknowledges and agrees that it is solely responsible for:

- (i) obtaining all necessary authorizations, consents, and other permissions that may be required under FERPA, California Education Code § 49060, et seq., or other applicable privacy laws in order to maintain, transmit, or otherwise process student records in accordance with the terms of this Agreement; and
- (ii) determining whether any notices or disclosures with respect to student records are required under such laws and for providing any such notices or disclosures.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or

financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). "Customer Data" shall also include individualized student records that are not de-identified. In the event of any conflict or inconsistency related to student data privacy the NDPA shall take precedence. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information unless required otherwise required by law or by a court order. Company acknowledges that Customer is subject to the California Public Records Act and agrees to any disclosure of information related to any public records request. In the event of a public records request District shall notify Contractor to allow Contractor to redact any proprietary information not subject to the California Public Records Act. Contractor further acknowledges that District's expenditures and contracting documents may be considered public information and may be shared in the regular course of business. The Disclosing Party agrees with the exception of Customer Data, that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document: (a) is or becomes generally available to the public through no breach of this Agreement or of a confidentiality obligation owed to the Disclosing Party, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party and not in violation of an obligation owed to the Disclosing Party, or (d) was independently developed without use, reference to, or reliance on of any Proprietary Information of the Disclosing Party.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company is authorized during the Initial Services Term hereof to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses to Customer Data are granted except as expressly set forth herein. Company shall use data and other information obtained from the Customer under this Agreement only as necessary to provide the required Services, and Company shall not use such data or information for any other purpose, including, but not limited to, commercial or marketing purposes.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company will bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company

Thirty (30) days after the mailing date of the invoice. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income, or taxes incurred by Company for its business operations. Company shall have the right to audit Customer's book and records annually to ensure that all fees have been properly calculated and collected.

5. TERM AND TERMINATION

5.1 This Agreement shall commence on the Effective Date and continue for the period specified in the Order Form (the "Initial Term"), unless earlier terminated in accordance with this Section. The Agreement shall not automatically renew upon expiration of the Initial Term. Any renewal or extension must be mutually agreed upon in writing and approved by the District's governing board prior to the expiration of the then-current term.

5.2 Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party. In addition, either party may terminate this Agreement for material breach if such breach is not cured within thirty (30) days after written notice describing the breach is provided to the breaching party. Upon termination, the Company shall make all Customer Data available for electronic retrieval for a period of thirty (30) days, after which such data shall be securely deleted in accordance with applicable laws and policies. If Company terminates for convenience, or if Customer terminates due to an uncured material breach, within the first year of the Agreement, Company shall refund a pro-rated portion of the Implementation Fee.

6. USE OF NAME

Company may disclose Customer's name in connection with this Agreement and as required by applicable law. Company will be permitted to disclose that the Customer is a customer and describe generally the products or services that the Company provides to the Customer.

7. **WARRANTY AND DISCLAIMER**

Company represents to Customer that the Implementation Services and EHR Software will substantially perform in all material respects as the functions described in Company's Proposal when used and/or accessed in accordance with the terms and conditions of the Agreements. Company shall use industry best standard efforts to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Company warrants that the Services will achieve at least 99.9% Uptime.

HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Company will not be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control (including, without limitation, any epidemic or pandemic such as COVID-19).

8. LIMITATION OF LIABILITY

(A) Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENTS, AND EXCEPT FOR LIABILITY ARISING OUT OF THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN THE AGREEMENTS, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(B) General Cap on Liability. SAVE AS SET FORTH BELOW, NEITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

(C) SUBSECTIONS (A) AND (B) ABOVE, SHALL NOT APPLY IN CASES WHERE THE CLAIM ARISES FROM THE CUSTOMER'S USE OF THE EHR SOFTWARE OTHER THAN AS EXPRESSLY PERMITTED BY THE AGREEMENTS AND FAILURE TO CURE THEREIN AS SPECIFIED, GROSS NEGLIGENCE, AND/OR INTENTIONAL MISCONDUCT .

(D) SUBSECTIONS (A) AND (B) SHALL NOT APPLY TO CASES ARISING FROM BREACHES OF SECTION 2(B) ABOVE, OR FROM A DATA BREACH ARISING FROM A MATERIAL FAILURE OF THE COMPANY'S DUTY TO PROTECT AND SECURE STUDENT DATA, ACCORDING TO INDUSTRY STANDARDS, GROSS NEGLIGENCE, AND/OR INTENTIONAL MISCONDUCT.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company

may transfer and assign any of its rights and obligations under this Agreement without consent. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party and its respective successors and permitted assigns. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party and its respective successors and permitted assigns. All waivers and modifications to The Agreements must be in a writing signed by both parties, except as otherwise provided

APPENDIX C: SUPPLEMENTAL MATERIALS

therein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the parties shall cover their own costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by and construed under the laws of the State of California applicable to contracts made and to be performed entirely within the State of California. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be

solely determined by binding arbitration. Such binding arbitration shall either be conducted in Orange County, California, as determined by a single arbitrator appointed by JAMS. This clause shall not preclude either party from seeking provisional remedies in aid of arbitration from the U.S. Federal courts with jurisdiction over Orange County, California and each party agrees to the personal jurisdiction of such courts. The prevailing party in arbitration shall be entitled to seek reasonable attorneys' fees.

EXHIBIT A

Statement of Work

Custom annual Tad Health Education EHR software package includes billing, wellness digital resource coordination and tracking platform access.

EXHIBIT B

Support Terms

The Company will provide:

- A. Live support is 8 AM - 5 PM PST
- B. 24/7 chat and escalation to a person is available
- C. Emergency support escalation is available 24/7 through our AI chat service. A live person can help when needed by a provider.

Technical Support to Customers via platform messaging service and electronic mail on weekdays, with the exclusion of Federal Holidays ("**Support Hours**"). The company will respond to all urgent Helpdesk tickets within one (1) business day.

The Company will provide a dedicated customer support representative for both IT integration and implementation.

EXHIBIT C

Insurance Covenant

ATTACHED DOCUMENT WITH CUSTOMER ADDED AS AN ADDITIONAL INSURED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

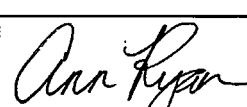
| | | |
|---|---|------------------------|
| PRODUCER AP Intego Insurance Group, LLC 1075 Main Street, Suite 220 Waltham, MA 02451 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: support@apintego.com | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Tad Health Inc. 2618 San Miguel Dr STE 501 Newport Beach CA 92660 | INSURER A : Security National Insurance Company | NAIC # 19879 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | SWC1610913 | 01/15/2026 | 01/15/2027 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER Irvine Unified School District 5050 Barranca Pkwy Irvine CA 92604 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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CONTACT WITH STUDENTS

I hereby certify that no employees or subcontractors will have any interaction with students (including, but not limited to, in-person interactions, virtual interactions, help desk interactions, interactions by delivery and/or training personnel) unless under the immediate supervision and control of a parent, legal guardian, or Irvine Unified School District employee.

OR

Employees or subcontractors may have interactions with students that are not immediately supervised by a parent, legal guardian, or Irvine Unified School District authorized employee.

**If checking this box a Certification by Contractor is required.*

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signature:  Date 12/10/2025

Vendor Legal Name: TadHealth Inc.

Name: Ben Greiner Title: CEO & Founder

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

.....

CERTIFICATION BY CONTRACTOR

To the Governing Board of Irvine Unified School District

I, Ben Greiner, am the CEO & Founder of
Name of individual Title
TadHealth Inc.

Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125. I.
2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.
3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.S(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.


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I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Newport Beach, California on 12/10/2025.
Date

00147

Legal Name of Contractor: TadHealth Inc.

Signature: 

Typed or printed name: Ben Greiner

Title: CEO & Founder

Address: 2618 San Miguel Dr. Ste. 501 Newport Beach, CA 92660

Telephone: 949-991-6594

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|--|--|---|
| Print or type. See Specific Instructions on page 3. | 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) TAD HEALTH INC | |
| | 2 Business name/disregarded entity name, if different from above. | |
| | 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> |
| | 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/> | |
| | 5 Address (number, street, and apt. or suite no.). See instructions. 2618 San Miguel Drive #501 | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Newport Beach, CA 92660 | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|---|--|--|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 8 | 6 | | | 2 | 4 | 7 | 6 | 7 | 3 |
| 7 | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | | |
|------------------|--------------------------|------|------------|
| Sign Here | Signature of U.S. person | Date | 10/07/2025 |
|------------------|--------------------------|------|------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ADDITIONAL INSURED ENDORSEMENT

ATTACHING TO POLICY NUMBER: MSO0440541065
THE INSURED: TAD Health Inc
WITH EFFECT FROM: 19 Oct 2025

It is understood and agreed that the following amendments are made to this Policy:

1. The following **DEFINITION** is added:

"Additional insured" means
San Diego County Superintendent of Schools

Garden Grove Unified School District
10331 Stanford Ave
Garden Grove, CA 92840
US

Irvine Unified School District
5050 Barranca Parkway
Irvine
CA, 92604

Centralia Elementary School District
6625 La Palma Ave
Buena Park
CA, 90620

2. Where an "Additional insureds" **CONDITION** exists in this Policy, **additional insureds** are included as a **third party**.
3. Where an "Additional insureds" **CONDITION** does not exist in this Policy, the following **CONDITION** is added:

Additional insureds

Additional insureds are indemnified under this Policy as if they were **you**, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising solely out of an act, error or omission committed by **you** or on **your** behalf, provided that had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any **additional insured**, they must prove to **us** that the **claim** arose solely out of an act, error or omission committed by **you** or on **your** behalf and fully comply with **CONDITION 1** as if they were **you**.

When this **CONDITION** applies, it will be primary and non-contributory to the **additional insured's** own insurance but only if **you** and the **additional insured** have entered into a contract that



contains a provision requiring this.

Whilst **additional insureds** are indemnified under this Policy, any **claim** made by **additional insureds** against **you** will be treated by **us** as if they were a **third party** and not as a named insured.

4. The following **CONDITION** is added:

Notice of cancellation to additional insureds

If **we** give **you** notice of cancellation in accordance with the "Cancellation" **CONDITION**, **we** will endeavour to provide the same notice of cancellation to **additional insureds**; however, not doing so will not place any additional liability upon **us**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

Authorized Signatory

A handwritten signature in black ink, appearing to read 'AR Ho', followed by a long, wavy horizontal line.

CFC Underwriting Limited