

**AMENDMENT NO. 2 TO
AGREEMENT FOR SCHOOL-BASED MENTAL HEALTH SERVICES
BETWEEN SAN JOSÉ UNIFIED SCHOOL DISTRICT AND ALMADEN VALLEY
COUNSELING SERVICE, DATED AUGUST 14, 2024**

This Amendment No. 2 to the Agreement For School-Based Mental Health Services entered into on August 14, 2024 (“**Amendment**”) is made and entered into between San José Unified School District (“**District**”) and Almaden Valley Counseling Service (“**Firm**”) on this 21st day of July, 2025. District and Firm may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. **WHEREAS**, District issued Request for Qualifications and Proposals No. 2023-1005 for School-Based Mental Health Services (“**Services**”) on March 30, 2023 (“**RFQP**”); and
- B. **WHEREAS**, the RFQP stated that “District intends to prequalify multiple Firms for performance of the Services during the following school sessions; Contracts shall be for a one-year (1) term with the option to extend for four (4) additional one-year (1) terms.”; and
- C. **WHEREAS**, the District selected Almaden Valley Counseling Service (“**Firm**”) to provide the Services pursuant to the RFQP; and
- D. **WHEREAS**, the District and Firm entered into an Agreement for Firm to perform the Services beginning August 10, 2023, and ending May 30, 2024 (Year 1); and
- E. **WHEREAS**, the District and Firm entered into a subsequent Agreement for Firm to perform the Services beginning August 8, 2024, and ending May 30, 2025 (Year 2) (“**Controlling Agreement**”); and
- F. **WHEREAS**, the District and Firm entered into Amendment No. 1 to the Controlling Agreement on July 21, 2025, to include language evidencing the options to renew consistent with the RFQP; and
- G. **WHEREAS**, the District and Firm desire to further amend the Controlling Agreement to exercise the option to renew for August 1, 2025 to May 31, 2026 (Year 3); and
- H. **WHEREAS**, it is now the desire and intention of the Parties to amend the Controlling Agreement as indicated in this Amendment,

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

- 1. **Section 2. Term.** shall be replaced in its entirety with the following:

Firm shall commence providing Services under this Agreement on **August 1, 2025**, (“**Effective Date**”) and will diligently perform as required or requested by District as applicable. Unless terminated earlier as provided herein, the term for these services shall expire on **May 31, 2026**.

This Agreement may be extended for up to two (2) additional one (1) year terms upon the agreement of the Parties as follows:

School Year 2023-2024: August 10, 2023 to May 30, 2024 (Year 1) – Completed
School Year 2024-2025; August 8, 2024 to May 30, 2025 (Year 2) – Completed
School Year 2025-2026: August 1, 2025 to May 31, 2026 (Year 3) – In Progress
School Year 2026-2027; August 1, 2026 to May 31, 2027 (Year 4)
School Year 2027-2028; August 1, 2027 to May 31, 2028 (Year 5)

- 2. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Education (“Board”). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Agreement.
- 3. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date that is later of the two dates set forth below.

Dated: 7/25/2025

SAN JOSÉ UNIFIED SCHOOL DISTRICT

By:  24398E33D9794D1...

Name: Tracy Morrison

Title: Director, Procurement

Dated: 7/25/2025

Almaden Valley Counseling Service

By:  ACB6CCE98DA4476...

Name: Michelle Humke, LMFT

Title: Executive Director

 Initial
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