

**AMENDMENT NO. 3 TO  
AGREEMENT FOR SCHOOL-BASED MENTAL HEALTH SERVICES  
BETWEEN SAN JOSÉ UNIFIED SCHOOL DISTRICT AND YWCA GOLDEN GATE SILICON  
VALLEY, DATED JULY 16, 2025**

This Amendment No. 3 to Agreement for School-Based Mental Health Services entered into on JULY 16, 2025 (“**Amendment**”) is made and entered into between San José Unified School District (“**District**”) and YWCA Golden Gate Silicon Valley (“**Firm**”) on this 22<sup>nd</sup> day of May, 2026. 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 YWCA Golden Gate Silicon Valley (“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 20, 2024, and ending May 31, 2025 (Year 2) (Controlling Agreement”); and
- F. **WHEREAS**, the District and Firm entered into Amendment No. 1 to the Controlling Agreement on June 5, 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**, the District and Firm desire to further amend the Controlling Agreement to exercise the option to renew term for August 1, 2026, to May 30, 2027; and
- I. **WHEREAS**, it is now the desire and intention of the Parties to amend the 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, 2026**, (“**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 30, 2027**.

This Agreement may be extended for up to one (1) additional one (1) year term upon the mutual written 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 20, 2024, to May 31, 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 30, 2027 (Year 4) – Upcoming  
School Year 2027-2028: August 1, 2027, to May 30, 2028 (Year 5)

2. **Section 4. Compensation.** The original payment amount was based on services through May 31, 2026, amount not to exceed Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00) shall be further amended by an increase of **Seventy Thousand Dollars and Zero Cents (\$70,000.00)** to reflect a cumulative total contract not to exceed Two Hundred Eighty Thousand Dollars and Zero Cents (\$280,000.00).
  
3. 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.
  
4. 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:

**SAN JOSÉ UNIFIED SCHOOL DISTRICT**

By:

Name: Tracy Morrison

Title: Director, Procurement

Dated:

**YWCA GOLDEN GATE SILICON VALLEY**

By:

Name: Adriana Caldera Boroffice

Title: Chief Executive Officer