

**AMENDMENT NO. 3 TO
AGREEMENT FOR TIER 3 MENTAL HEALTH SERVICES
BETWEEN SAN JOSÉ UNIFIED SCHOOL DISTRICT AND PACIFIC CLINICS, DATED
AUGUST 9, 2024**

This Amendment to the Agreement For Tier 3 Mental Health Services entered into on August 9, 2024 (“**Amendment**”) is made and entered into between San José Unified School District (“**District**”) and Pacific Clinics (“**Firm**”) on this 13th day of April, 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. 2023-1004 for Tier 3 Mental Health Services (“**Services**”) on March 30, 2023 (“**RFQP**”); and
- B. **WHEREAS**, the RFQP stated that “District intends to qualify and contract a Firm 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 Pacific Clinics (“**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 June 9, 2023, and ending May 31, 2024 (Year 1); and
- E. **WHEREAS**, the District and Firm entered into a subsequent Agreement for Firm to perform the Services beginning August 1, 2024, and ending June 30, 2025 (Year 2); and
- F. **WHEREAS**, the District and Firm entered into Amendment No. 1 on October 17, 2024, to include additional services and a corresponding increase in compensation, effective August 1, 2024, through June 30, 2025; and
- G. **WHEREAS**, the District failed to include the term evidencing the options to renew in either Agreement with Firm pursuant to the RFQP; and
- H. **WHEREAS**, the Parties therefore agree to amend the current agreement to include language evidencing the options to renew consistent with the RFQP; and
- I. **WHEREAS**, the District and Firm desire to further amend the Agreement to exercise the option to renew for Services beginning August 1, 2025, to June 30, 2026 (Year 3), along with the corresponding increase in compensation; and
- J. **WHEREAS**, the District and Firm desire to further amend the Agreement to exercise the option to renew for Services beginning July 1, 2026, to June 30, 2027 (Year 4), along with the corresponding increase in compensation; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

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

Firm shall commence providing Services under this Agreement on **August 5, 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 expires on **May 28, 2027**.

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: June 9, 2023, to May 31, 2024 (Year 1) – Completed
- School Year 2024-2025; August 1, 2024, to June 30, 2025 (Year 2) – Completed
- School Year 2025-2026: August 1, 2025, to June 30, 2026 (Year 3) – In Progress
- School Year 2026-2027; July 1, 2026 to June 30, 2027 (Year 4) – Upcoming
- School Year 2027-2028; August 1, 2027, to June 30, 2028 (Year 5)

2. **Section 4. Compensation.** The original payment amount was based on services through June 30, 2026 amount not to exceed four million eight hundred forty-nine thousand two hundred thirty-eight dollars and zero cents (\$4,849,238.00) shall be further amended by an increase of one million seven hundred ninety-nine thousand four hundred fifty dollars and zero cents (**\$1,799,450.00**) to reflect a cumulative total contract not to exceed six million ~~eight hundred forty-six thousand six hundred eighty-eight dollars and zero cents (\$6,846,688.00).~~ Initial
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six hundred forty-eight thousand six hundred eighty-eight dollars and zero cents (\$6,648,688.00).
3. **Exhibit B – Schedule of Fees and Charges.** Tier 3 pricing attached hereto as **Attachment 1** reflects the schedule of fees and charges for services beginning August 5, 2026, to May 28, 2027.
4. 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.
5. 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:

Dated: 5/19/2026

SAN JOSÉ UNIFIED SCHOOL DISTRICT

PACIFIC CLINICS

By:

By:

Signed by:


Name: Tracy Morrison

Name: Kim M. Wells
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Title: Director, Procurement

Title: Chief Legal Officer

Initial


ATTACHMENT 1

EXHIBIT B
(“Schedule of Fees and Charges”)

Dedicated Tier III Intervention Team

- 5 FTE Clinical Staff (AMFT/ASW)
- 2 FTE Certified Wellness Coach/Behavior Intervention
- 2.5 FTE Supervision Clinical Risk Management
- 0.50 FTE Enhance Care Management (No Cost)
- 0.25 FTE NWD Coordinator (No Cost)
- 0.25 FTE Consultation and Implementation Support for Multi-Player Fee Schedule (No Cost)
- FTE definition: 1.0 FTE = An 8-hour day

Contract Service Fee Schedule				
Service Period: 2026/2027 School Year July 1, 2026 - June 30, 2027				
Staffing	FTE	Rate (\$/Week)	Weeks	Dollars
Clinical (AMFT/ASW)	5.00	\$5,250	34	\$892,500
Certified Wellness Coach/Behavior Intervention	2.00	\$4,150	34	\$282,200
Supervision Clinical Risk Management	2.50	\$7,350	34	\$624,750
Enhanced Care Management (ECM)	1.00	\$4,150	34	No Cost (\$141,100)
No Wrong Door Coordinator	0.25	\$4,150	34	No Cost (\$35,275)
Consultation and Implementation Support Multi-Payer Fee Schedule	0.25	\$8,500	34	No Cost (\$72,250)
Total Individual Active Caseload		100		
			Total 26/27 SY	\$1,799,450
Fixed Monthly Bill Amount 9 Months: September 2026-May 2027				\$199,938.89
Billing Method: Monthly Flat Rate				
Payment Term: Net 30				