

**AMENDMENT NO. 3 TO
AGREEMENT FOR SCHOOL-BASED MENTAL HEALTH SERVICES
BETWEEN SAN JOSÉ UNIFIED SCHOOL DISTRICT AND PACIFIC CLINICS, DATED
AUGUST 4, 2025**

This Amendment to Agreement For School-Based Mental Health Services entered into on August 4, 2025 (“**Amendment**”) is made and entered into between San José Unified School District (“**District**”) and Pacific Clinics (“**Firm**”) on this 12th 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 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 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 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 entered into Amendment No. 2 on August 4, 2025, to include additional services and a corresponding increase in compensation, effective August 1, 2025, through June 30, 2026; and
- J. **WHEREAS**, the District and Firm desire to further amend the Agreement to exercise the option to renew for Services beginning August 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 1, 2026**, (“Effective Date”) and will diligently perform as required for requested by District as applicable. Unless terminated earlier as provided herein, the term for these services expires on **June 30, 2027**.

This Agreement may be extended for one (1) additional year term 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 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; August 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 two million eight hundred eighty-three thousand three hundred thirty dollars and zero cents (\$2,883,330.00) shall further amended by an increase **one hundred eighty-one thousand one hundred fifty-two dollars and zero cents (\$181,152.00)** to reflect a cumulative total contract not to exceed three million sixty-four thousand four hundred eighty-two dollars and zero cents (\$3,064,482.00).
3. **Exhibit B – Schedule of Fees and Charges.** School-Based Mental Health pricing attached hereto as Attachment 1 reflects the schedule of fees and charges for services beginning August 1, 2026, to June 30, 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:

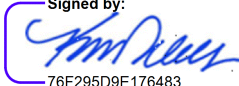
Dated: 5/18/2026

SAN JOSÉ UNIFIED SCHOOL DISTRICT

PACIFIC CLINCS

By:

By:

Signed by:


Name: Tracy Morrison

Name: Kim M. Wells

Title: Director, Procurement

Title: Chief Legal Officer

Initial


ATTACHMENT 1

EXHIBIT B
(“Schedule of Fees and Charges”)

Dedicated Restorative Response Team

- 1 FTE Certified Wellness Coach
- 0.12 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-Payer Fee Schedule (No Cost)
- FTE definition: 1.0 FTE = An 8-hour day

Contract Service Fee Schedule

Service Period: 2026/2027 School Year August 2026, - June, 2027

Staffing	FTE	Rate (\$/Week)	Weeks	Dollars
Certified Wellness Coach	1.00	\$4,150	36	\$149,400
Supervision Clinical Risk Management	0.12	\$7,350	36	\$31,752
Enhanced Care Management (ECM)	0.50	\$4,150	36	No Cost (\$70,550)
No Wrong Door Coordinator	0.25	\$4,150	36	No Cost (\$35,275)
Consultation and Implementation Support Multi-Payer Fee Schedule	0.25	\$8,500	36	No Cost (\$72,250)
Total 26/27 SY				\$181,152
Fixed Monthly Bill Amount 9 Months: September 2026-May 2027				\$20,128.00
Billing Method: Monthly Flat Rate				
Payment Term: Net 30				