AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SPECIAL SERVICES
WITH RO HEALTH

In connection with the Agreement for Professional Special Services dated as of August 18,2021, (the "Original Agreement") between the GILROY UNIFIED SCHOOL DISTRICT (the "District") and RO HEALTH ("Consultant"), which consists of the Original Agreement, the Proposal relating to the Original Agreement, the District's Request for Proposals dated September 27, 2021 and several Exhibits, Consultant and the District hereby amend the Original Agreement pursuant to this Amendment No. 2 (the "Amendment," and together with the Original Agreement, the "Agreement"), by and between the District and Consultant, as follows:

1. **Compensation**. The amount specified as compensation in the Original Agreement is hereby deleted and replaced with the following amount: $226,800. Payment of the fee shall remain subject to the process for Compensation specified in the Original Agreement and the rates or schedule of fees specified in **Exhibit B** thereto.

2. **Services**. The services, as needed and requested by the District, described in **Exhibit A** of the Original Agreement are hereby amended. The revised **Exhibit A** is incorporated herein by this reference.

The Services described herein do constitute additional services within the meaning of the Original Agreement.

3. **Termination**. If the Original Agreement was entered into prior to June 1, 2020, the Termination provision, if any, is hereby ***deleted and replaced in its entirety*** with the following Termination and Suspension provision. If the Original Agreement did not include a Termination provision, the following provision is hereby ***inserted*** as an independent clause.

Termination and Suspension.

a. **For Cause.** If Consultant fails to perform its obligations under this Agreement, the District will provide written notice specifying each breach for which notice is being given. If Consultant fails to cure such breach(es) within 14 days of such notice (or to make arrangements for cure that are satisfactory to the District, if the breach is such that more than 14 days are required to cure), then the District may elect to terminate this Agreement for cause. Any such termination for cause will become effective upon the date set forth in the District's written notice to Consultant of its election to terminate.

b. **For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon 30 days prior written notice to Consultant, in which case the District will pay Consultant as provided in the Compensation provision of the Original Agreement for all Services actually performed, and all authorized expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination. Such payment shall be Consultant's sole and exclusive compensation and the District shall have no liability to Consultant for any other compensation or damages, including, without limitation, anticipated profits, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

4. **Additional Term[s]**. The following new provision[s] is[are] hereby added to the Original Agreement: ☐ None. ☐ See attached.

Additional services for 3 (three) Behavior Classroom Ad (BCA) and 1 (one) Registered Behavior Technician.

5. **Effective Date of Amendment**. This Amendment No. 2 shall be dated and in full force and effect on the date signed by the District, as indicated below.

6. **No Other Changes; Entire Agreement**. All provisions of the Original Agreement not specifically changed herein remain in full force and effect. This Amendment, together with the Original Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated. Further provided that, if any term or provision of this Amendment shall be in conflict with any term or condition of the Original Agreement or any Exhibits thereto, the provisions of this Amendment shall control.

7. **Execution**. The person(s) executing this Amendment on behalf of Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and that this Agreement is valid and binding on Consultant.

Ro Health	**Gilroy Unified School District**
9/27/2021	
Jeff Widmyer, President/CEO	Alvaro Meza, Assistant Superintendent

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