

SECOND AMENDMENT

This Amendment is made and entered on the date last executed below (the "Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Unite USA, Inc. DBA Unite US, hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on October 11, 2022, referred to as Pinellas County Contract No. 22-0101-P (hereinafter "Agreement"), pursuant to which the Contractor agreed to provide Coordinated Access Model services for the County; and

WHEREAS, Section Twenty-five (25) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for a contract extension;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The Parties agree to extend the term of the Agreement an additional twelve (12) months from October 11, 2026, for a new end date of September 30, 2027.
2. Section 8 ("Termination"), subsection C ("Termination for Convenience"), subsection 1, is hereby amended to read:

"Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving 30 days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision."
3. Exhibit L – Year Five Renewal Pricing, attached hereto, is hereby incorporated into and made part of the Agreement.
4. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties herein have executed this Second Amendment to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Amendment.

Pinellas County, a political subdivision
of the State of Florida

Contractor:

By: _____
Signature

DocuSigned by:
Taylor Justice
57A9571DEF3E480

Authorized Signature

Name: _____

Taylor Justice

Name: _____

Title: _____

CEO & Co-Founder

Title: _____

Date: _____

7/1/2026

Date: _____

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

Exhibit L – Year Five Renewal Pricing

Pinellas County CAM - Y5 Renewal Pricing (10.1.26 - 9.30.27)	
Service	6x CAM FTEs
Unite Us Services	
Platform- Unite Us Technology for CAM and 100 users & Unlimited K-12 Access	\$441,364.32
Staffing	\$729,311.49
Operations, Monitoring and Reporting	\$86,686.66
SUBTOTAL UNITE US SERVICES****	\$1,257,362.47
Subcontracted Services	
TalkDesk	\$37,200.00
Survey Monkey	\$0.00
Telepsychiatry*	\$52,612.62
Advertising/Marketing	\$0.00
Time Tap	\$5,000.40
Deerfield Solutions	\$16,500.00
Web Emissary	\$0.00
SUBTOTAL SUBCONTRACTED SERVICES	\$111,313.02
SUBTOTAL MINIMUM REQUIREMENTS (UNITE US AND SUBCONTRACTED SERVICES)	\$1,368,675.49
Unspecified Costs** (5%)	\$68,433.77
Additional Licenses ***	\$170,000.00
GRAND TOTAL: MINIMUM REQUIREMENTS, UNSPECIFIED COSTS, AND ADDITIONAL LICENSES	\$1,607,109.26

*Note per Exhibit F: Fee Schedule of Amendment 1 (11.12.23)

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Unite Us Platform Licenses
First 100 licenses pre-purchased in SOW
101 - 300 additional licenses
Enterprise Licenses within County

*Note: For year 5, the Staffing line item above, normally billed in 1/12th increments per month, will be reduced by a prorated amount for any positions in the CAM Team model, which currently includes two (2) CAM Managers/Supervisors and 4 CAM Specialists, that become vacant through attrition and are intentionally not backfilled. The vacancy reduction will be calculated as follows: \$8,780 per month per manager/supervisor and \$7,460 per month per specialist, prorated to the number of days employed by Unite Us within the calendar month.