THIRD AMENDMENT
To
AGREEMENT
Between
NEBRASKA DEPARTMENT OF LABOR
And
GEOGRAPHIC SOLUTIONS, INC.

Combined UI and E&T Program Technology Systems

This Amendment (Amendment) is entered into on June 1, 2019 between the Nebraska Department of Labor (NDOL), and Geographic Solutions, Inc., 1001 Omaha Circle, Palm Harbor, Florida 34683-4036 (GSI).

WHEREAS, NDOL and GSI previously entered into a fourteen (14) page agreement with twelve (12) attachments (total of three hundred and eight-six (386) pages), effective July 1, 2017 for the purpose of GSI providing NDOL with certain software, hardware and related services for NDOL's Unemployment Insurance (UI) and Employment and Training (E&T) programs (Original Agreement).

WHEREAS, the Original Agreement, in Part V – Term of Agreement, allowed for amendment upon written agreement of the parties.

WHEREAS, the Original Agreement, in Attachment #1 – Geographic Solutions Unemployment System License Agreement, provided that GSI may, from time to time, make enhancements or modifications available to NDOL.

WHEREAS, the Original Agreement, in Attachment #1, Exhibit "A" provides a list of the Program Modules provided to NDOL under the Original Agreement.

WHEREAS, GSI is willing to make certain enhancements (changes or additions) and/or modifications to the Program for NDOL.

WHEREAS, NDOL and GSI agree to amend the Original Agreement in order to add an additional Program Module, which will be provided to NDOL by GSI; and to adjust certain program year information.

WHEREAS, the Program Modules are proprietary products of GSI that fully integrate with NDOL's NEworks system, and GSI is the sole source of these Program Modules, as no other vendor can provide modules that fully integrate with NDOL's system.

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NOW, THEREFORE, IT IS AGREED:

A. Section IV – Funding / Payment, Item G. of the Original Agreement is entirely replaced with the following Item G:

G. Total Expenditures under this Agreement will not exceed Thirty-Five Million, Eight Hundred Eighty-Six Thousand, Five Hundred and Six Dollars ($35,886,506.00).

B. Attachment #1 – Exhibit "A" – Software and Service Items and Fees is amended to add the following table:

Phase 3, Other

Module Description	Annual License Fee
ADVANCED FUND TRACKING MODULE : Includes all functions of the Standard Individual Fund Tracking Module and includes the following additional abilities: Ability to create, manage, update and track funds by establishing the funds for specific time periods. Ability to process reallocations by funding stream. Enhanced audit tracking of funds to include reasons why modifications to funding levels are made. Ability to establish contracts for On-The-Job Training, Work Experience, or Project Contracts. Reports include: Obligations by Fund, Location, Provider, Participant, Time Periods and Payable to Voucher, Budget Management Reports, Individual Summary Obligations, and Time Periods, Case Manager Reports by Fund Stream and Time Period, Participants, Locations and Case Manager Obligations by Location.	$48,000
TOTAL	$48,000

[remainder of page left blank]

C. **Attachment #9 – Geographic Solutions Proposed Modules – the table in the Original Agreement is entirely replaced with the following table:**

Geographic Solutions Proposed Modules

Software Description	PY 2016	7/1/17-6/30/18	7/1/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23
Spanish Translation Module[1]	$19,950	$18,952	$18,952	$18,952	$18,952	$18,952	$18,952
Eligible Training Providers List[1]	$29,900	$28,405	$28,405	$28,405	$28,405	$28,405	$28,405
VOS Workforce Case Management and Reporting System[1]	$249,861	$237,368	$237,368	$237,368	$237,368	$237,368	$237,368
ReEmployment Exchange (REX) [1]	$494,825	$470,084	$470,084	$470,084[2]	$0	$0	$0
Attendance Tracking and REA/RES Scheduler[1]	$44,400	$42,180	$42,180	$42,180	$42,180	$42,180	$42,180
Mobile Application and Hosting Services[1]	$121,750	$115,663	$115,663	$115,663	$115,663	$115,663	$115,663
Geographic Solutions Unemployment System (GUS) Benefits and Appeals [4]	$0	$3,445,825 (Initial Set-up Fee)	$0	$1,498,800[3]	$1,498,800	$1,498,800	$1,498,800
GUS Tax System[4]	$0	$0	$1,549,500 (Initial Set-up Fee)	$990,000[3]	$990,000	$990,000	$990,000
Help Desk Management Module[5]	$0	$0	$16,664[6]	$24,996	$24,996	$24,996	$24,996
Generic Program Application Module[5]	$0	$0	$39,667[6]	$59,500	$59,500	$59,500	$59,500
Advanced Fund Tracking Module[5]	$0	$0	$4,000[7]	$48,000	$48,000	$48,000	$48,000

[1] Current contract to be discounted 5%.
[2] Amount will be billed monthly, in twelve equal payments, and will cease upon Benefits and Appeals system go live.
[3] Annual fee prorated based on the number of months the system is live.
[4] Benefits and Appeals will be Phase 1, tax will be Phase 2 starting upon Benefits and Appeals system go live.
[5] These Modules are Phase 3, but may be implemented in conjunction with either/both Phase 1 and/or Phase 2.
[6] This begins November 1, 2018.
[7] This begins June 1, 2019.

D. Attachment #9 – Optional Annual Renewals – this table in this Original Agreement is entirely replaced with the following table:

Optional Additional Annual Renewals

Software Description	7/1/23-6/30/24	7/1/24-6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
Spanish Translation Module	$18,952	$18,952	$18,952	$18,952	$18,952
Eligible Training Providers List	$28,405	$28,405	$28,405	$28,405	$28,405
VOS Workforce Case Management and Reporting System	$237,368	$237,368	$237,368	$237,368	$237,368
ReEmployment Exchange (REX)	$0	$0	$0	$0	$0
Attendance Tracking and REA/RES Scheduler	$42,180	$42,180	$42,180	$42,180	$42,180
Mobile Application and Hosting Services	$115,663	$115,663	$115,663	$115,663	$115,663
Geographic Solutions Unemployment System (GUS) Benefits and Appeals	$1,498,800	$1,498,800	$1,498,800	$1,498,800	$1,498,800
GUS Tax System	$990,000	$990,000	$990,000	$990,000	$990,000
Help Desk Management Module	$24,996	$24,996	$24,996	$24,996	$24,996
Generic Program Application Module	$59,500	$59,500	$59,500	$59,500	$59,500
Advanced Tracking Module	$48,000	$48,000	$48,000	$48,000	$48,000

E. The Recitals of this Amendment are incorporated herein as agreed provisions of this Amendment.

F. There are no other changes to the Original Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, each duly authorized to do so, effective the day and year of the signature by the parties.

6/18/2019
Date

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

6/12/2019.
Date

PAUL TOOMEY, President
Geographic Solutions, Inc.

REVIEWED AND APPROVED:

6-13-19
Date

KIM SCHREINER, Controller
Nebraska Department of Labor

6/13/19
Date

ANGIE HANSEN-KRUSE, Admin Serv Director
Nebraska Department of Labor

6/13/19
Date

KATIE S. THURBER, General Counsel
Nebraska Department of Labor

06/13/2019
Date

NELLIE SPANGLER, UI Director
Nebraska Department of Labor

6/18/2019
Date

JOHN H. ALBIN, Acting E&T Director
Nebraska Department of Labor