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PROCUREMENT

Contract 77675 04

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

SNAP E&T MODULE

The Nebraska Department of Labor (NDOL) and Geographic Solutions Inc., 1001 Omaha Circle, Palm Harbor, Florida 34683-4036 (GSI), enter into this Tenth Amendment (10th Amendment), which will be incorporated by reference into the existing contract between NDOL and GSI (NDOL Contract #023-0044-2017).

WHEREAS, NDOL and GSI previously entered into NDOL Contract #023-0044-2017, 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 (hereinafter, "Original Agreement" or "Agreement");

WHEREAS, the Original Agreement, in Part V – Term of Agreement, allowed for amendment upon written agreement of NDOL and GSI, and NDOL and GSI have previously amended the Original Agreement via nine (9) separate amendments;

WHEREAS, NDOL and Nebraska Department of Health and Human Services (DHHS) have agreed, through a separate inter-agency agreement, to terms under which the two agencies will work collaboratively—through an initiative referred to as the SNAP Next Step program—to connect participants in the Supplemental Nutrition Assistance Program (SNAP) with training opportunities to help them reach employment goals and improve their economic conditions;

WHEREAS, under the Original Agreement as amended, GSI currently provides NDOL with a Generic Module, which NDOL and DHHS use to serve participants through the SNAP Next Step program;

WHEREAS, GSI offers a SNAP E&T Program Module, which better serves the needs of NDOL and DHHS related to administration of SNAP Next Step; and

WHEREAS, NDOL and GSI wish to enter into an agreement regarding terms under which NDOL will procure the SNAP E&T Program Module from GSI for use by NDOL and DHHS in administering SNAP Next Step.

NOW, THEREFORE, IT IS HEREBY AGREED:

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

Total Expenditures under this Agreement will not exceed Forty-Four Million, Nine Hundred and Twenty Thousand, Three Hundred and Forty-Two Dollars and Twenty-One Cents ($45,070,292.21).

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

Geographic Solutions Proposed Modules (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	71/23-6/30/24
Spanish Translation Module[1]	$19,950	$18,952	$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	$28,405
VOS Workforce Case Management and Reporting System[1]	$249,861	$237,368	$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	$0
Attendance Tracking and REA/RES Scheduler[1]	$44,400	$42,180	$42,180	$42,180	$23,340[11]	$23,340	$23,340	$23,340
Mobile Application and Hosting Services[1]	$121,750	$115,663	$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	$1,498,800
GUS Tax System[4]	$0	$0	$1,549,500 (Initial Set-up Fee)	$990,000[3]	$990,000[3]	$990,000	$990,000	$990,000
Help Desk Management Module[5]	$0	$0	$16,664[6]	$22,913[9]	$0	$0	$0	$0
Generic Program Application Module[5]	$0	$0	$39,667[6]	$59,500	$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	$48,000
VOSGreeter Module[5]	$0	$0	$0	$48,492[8]	$48,492	$48,492	$48,492	$48,492
One-Time Fee for Development of Interface for WIOA Reporting with NDE-VR	$0	$0	$0	$9,300	$0	$0	$0	$0
Identity Document Verification Module[10]	$0	$0	$0	$0	$32,000	$48,000	$48,000	$48,000
MEUC Module[12]	$0	$0	$0	$0	$72,900[12]	$174,960[12]	$0[12]	$0[12]
Two Factor Authentication	$0	$0	$0	$0	$12,000[13]	$48,000	$48,000	$48,000

One-Time Fee for LNRFS Implementation							$23,250.00	$0
SNAP Employment & Training Module								$39,500 Implementation[14] $149,950 Licensing[14]

[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 date of implementation is not tied to Phase 1 or Phase 2.
[6] This begins November 1, 2018.
[7] This begins June 1, 2019.
[8] VOSGreeter will be prorated based on the date of implementation of the module.
[9] Use of this module ended May 31, 2020.
[10] This begins November 1, 2020.
[11] Cost adjusted July 1, 2020 due to Attendance Tracking inclusion in GUS.
[12] The MEUC Module will be prorated at a monthly cost of $14,580, beginning with the date the MEUC Module goes live. The MEUC Module is for a specific program authorized under federal law for a limited period of time. The parties do not anticipate use of the MEUC Module to continue beyond 2022. In the event NDOL requests use of the MEUC Module beyond 2022, NDOL and GSI will amend the Agreement, and pricing in the 6th Amendment will apply.
13 The Two Factor Authentication Module will be prorated at a monthly cost of $4,000, beginning with the date the Two Factor Authentication goes live.
14 The SNAP E&T Module shall be tested, accepted, and in-use prior to 10/1/2023

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

Optional Additional Annual Renewals

Software Description	7/1/24-6/30/25	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
Eligible Training Providers List	$28,405	$28,405	$28,405	$28,405
VOS Workforce Case Management and Reporting System	$237,368	$237,368	$237,368	$237,368
ReEmployment Exchange (REX)	$0	$0	$0	$0
Attendance Tracking and REA/RES Scheduler	$23,340	$23,340	$23,340	$23,340
Mobile Application and Hosting Services	$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
GUS Tax System	$990,000	$990,000	$990,000	$990,000
Help Desk Management Module	$0	$0	$0	$0
Generic Program Application Module	$59,500	$59,500	$59,500	$59,500
Advanced Tracking Module	$48,000	$48,000	$48,000	$48,000
VOSGreeter Module	$48,492	$48,492	$48,492	$48,492
Identity Document Verification Module	$48,000	$48,000	$48,000	$48,000
MEUC Module[1]	$0[1]	$0[1]	$0[1]	$0[1]
Two Factor Authentication	$48,000	$48,000	$48,000	$48,000
SNAP Employment & Training Module	$149,950	$149,950	$149,950	$149,950

[1] The MEUC Module is for a specific program authorized under federal law for a limited period of time. The parties do not anticipate use of the MEUC Module to continue beyond 2022. In the event NDOL requests use of the MEUC Module beyond 2022, NDOL and GSI will amend the Agreement, and pricing in this 6th Amendment will apply.

D. The terms and conditions of the Addendum attached hereto as Attachment 1 are incorporated into this agreement.

[*signatures on next page*]

IN WITNESS WHEREOF, the parties hereto have executed this 10th Amendment; each duly authorized to do so, effective the day and year of the signature by the parties.

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

PAUL TOOMEY, President
Geographic Solutions, Inc.

REVIEWED AND APPROVED:

Rea Easton
Rea Easton (Nov 3, 2023 08:56 CDT)

REA EASTON, Chief Financial Officer
Nebraska Department of Labor

Karen Hall

KAREN HALL, IT Manager
Nebraska Department of Labor

John O'Keefe

JOHN O'KEEFE, RES Director
Nebraska Department of Labor

Andi Bridgmon
Andi Bridgmon (Nov 8, 2023 15:46 CST)

ANDI BRIDGMON, UI Director
Nebraska Department of Labor

Katie Thurber (Nov 13, 2023 09:08 CST)

KATIE THURBER, General Counsel
Nebraska Department of Labor

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Attachment 1 to the 10th Amendm.

NDOL Contract #023-0044-2017

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

I. INCORPORATION BY AMENDMENT

NDOL and GSI will incorporate this Addendum into the Original Agreement by reference, through an amendment, pursuant to Part V of that Agreement as Attachment 1 to the 10th amendment.

II. SERVICES TO BE PERFORMED

A. The parties agree that, during the term of this Addendum, GSI will provide services and licensing to make the SNAP E&T Module available for use by NDOL and DHHS, as further described in the Proposed Software Quote, which is attached hereto as Attachment #1, and is incorporated herein by reference.

B. **Data Reporting**: The parties acknowledge that data reporting capability is key to successful use of the SNAP E&T Module for SNAP Next Step. Accordingly, GSI will ensure that the SNAP E&T Module offers the following features during the term of this Addendum:

1. **FNS-583 Quarterly Reports** (Attachment #2): Ability to filter and sort the number of Able Body Adult Without Dependents (ABAWD) that are in a qualifying component and ability to filter and sort the number of non-ABAWD participants that are participating in any component.

2. **Annual Outcome Reports**: This is federally mandated reporting (Attachment #3). Ability to enter and report participants' income after they exit the E&T Program and ability to filter and sort participants' education status.

3. **Quarterly Governor's Office Report** (Attachment #4): DHHS would like this to be a collaborative effort between all reporting agencies if applicable. Track the number of enrollments (total enrollments, total co-enrolled, and total successes) referred on behalf of WIOA, DOL, DHHS, community agencies, Equus, and other participating agencies.

    i. **Total Successes Enrollments** tracking reports to include:

1. Ability to filter and sort discontinued SNAP participants;
2. Ability to sort participants that experienced a reduction in aid as a result of increased wages;
3. Ability to filter participants that received E&T supportive services;
4. Ability to filter and sort the types of supportive services received.

4. **Additional Reports**: GSI will comply with reasonable requests by DHHS to provide additional data reporting and data tracking functionality requested by DHHS to comply with reporting obligations and/or to effectively administer SNAP Next Step.

C. **System Access & Function:** DHHS must have the ability to create and edit employment plans in the NEWorks system via a universal electronic document (employment plans are currently being documented on a paper document and tracked manually). DHHS must have the ability to access and edit employment plans for DHHS-only participants, and to add goals, edit, and co-enrollment of participants. Employment plans are currently being documented on a paper document and tracked manually.

D. **Testing**: Representatives of DHHS and NDOL shall be given a reasonable period to test the SNAP E&T Module prior to acceptance or rejection of that module. NDOL's testing shall be limited to impact on its existing modules with GSI.

E. **Acceptance**: The SNAP E&T Module shall not be considered accepted until accepted in writing by an authorized representative of both DHHS and NDOL. Acceptance shall not be unreasonably withheld by DHHS and NDOL. NDOL's acceptance shall be limited to impact on its existing modules with GSI.

F. **Timeline**: The SNAP E&T Module shall be tested, accepted, and in-use prior to 10/1/2023.

G. **Training**: GSI agrees to provide DHHS and NDOL with the following training regarding the SNAP E&T Module:

1. An initial in-person training at the time the SNAP E&T Module is launched;

2. Ongoing "Train the Trainer" training for designated DHHS employees who will, in turn, provide additional training and support for end users of the SNAP E&T Module; and

3. Updates when there are significant changes to system functionality that will affect users of the SNAP E&T Module.

4. Two (2) days of in-person training sessions has been budgeted for $1,800 per training session. The number of training sessions is not limited to two days and additional training sessions may be added with approval.

III. PAYMENT

A. NDOL shall pay GSI a one-time implementation fee of thirty-nine thousand five hundred dollars ($39,500.00) for the SNAP E&T Module. GSI shall invoice NDOL for this fee after NDOL and DHHS have accepted the SNAP E&T Module.

B. NDOL shall pay GSI an annual licensing fee of one hundred forty-nine thousand nine hundred and fifty dollars ($149,950.00) per year during the Term of the Addendum. GSI will bill this licensing on a yearly basis, through an invoice submitted to NDOL's Point of Contact on July 1 of each year. This licensing fee shall be prorated for any partial year under this Addendum.

C. Pursuant to GSI's Proposed Software Quote (Attachment #1), NDOL will pay GSI for initial training as provided in Section II (G) of this Addendum at a cost not to exceed one thousand eight hundred dollars ($1,800.00) per day.

D. All costs listed in this Addendum are inclusive of all expenses necessary for GSI to provide the services under this Addendum (i.e., they include all travel, meals, lodging).

E. GSI shall not perform any services related to the SNAP E&T Module that will result in additional charges unless such charges are first authorized in writing by NDOL.

IV. RELATIONSHIP AMONG NDOL, GSI, AND DHHS

A. NDOL shall retain sole and exclusive right to control access to all program modules and data in the NEworks system other than the SNAP E&T Module. GSI shall not provide DHHS with direct access to any data, module, or

functionality in the NEworks system without express written permission from NDOL.

B. GSI shall communicate directly with designated representatives of DHHS for matters solely related to the functionality of the SNAP E&T Module provided, however:

1. Any change, modification, expansion, or upgrade to the functionality of the SNAP E&T Module or to related features in the NEworks system shall require NDOL's written approval if it either: (a) involves additional costs not provided for the in this Addendum; or (b) has any impact on any aspect of the NEworks enterprise system or data contained therein other than the SNAP E&T Module; and

2. NDOL shall be provided with an option to participate in any meeting or communication that is solely about the SNAP E&T Module.

C. GSI shall ensure that NDOL can configure NEworks so that only NDOL has authority to add or remove user privileges for access to the NEworks system. However, GSI shall ensure that an NDOL administrator can grant a representative of DHHS limited administrative privileges to add and remove user privileges for access to the SNAP E&T Module, provided that GSI shall ensure that these delegated administrative privileges do not allow the DHHS representative the ability to grant user privileges for any aspect of the NEworks system other than the SNAP E&T Module.

V. TERM OF THE ADDENDUM

A. The initial term of this Addendum shall start August 10, 2023 and shall expire June 30, 2024, with (4) four optional (1)-one-year renewals. Renewal of the Original Agreement shall automatically renew this Addendum by an identical term, unless otherwise specified in that renewal.

B. This Addendum may be amended or extended upon written agreement of NDOL and GSI.

C. The following provisions govern termination of this Addendum:

1. Any party may cancel this Addendum upon thirty (30) days' written notice to all other parties, provided that:

a. Cancellation of this Addendum does not automatically terminate the Original Agreement; and

b. Cancellation of this Addendum will not require amendment of the Original Agreement. Any written notice of cancellation regarding this Addendum will be attached to the Original Agreement.

2. This Addendum shall terminate if it is declared void or unenforceable by final order of a court of competent jurisdiction.

3. This Addendum shall terminate if its term expires.

4. In the event of a material default or violation of the material terms of this Agreement by GSI or failure to use the funds for only those purposes set forth herein, or failure by GSI to make sufficient progress so as to endanger performance, NDOL may:

a. **Suspension**: After (30) thirty ten days' notice to GSI, suspend the Addendum and prohibit GSI from incurring additional obligations of funds, pending corrective action by GSI or a decision to terminate.

b. **Termination**: Terminate the Addendum in whole or in part at any time before the date of completion whenever it is determined that GSI has failed to comply with the terms and conditions of the Agreement. NDOL shall promptly notify GSI in writing of the determination and the reasons for the termination, together with the effective date. Payments made to GSI or recoveries by NDOL under termination for cause shall be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Addendum up to the date of termination. GSI shall return to NDOL all unencumbered funds for services that have not been provided. Further, any costs previously paid by NDOL for services that have not been provided which are subsequently determined to be unallowable through audit and closeout procedure may be recovered.

5. NDOL and DHHS have entered into a separate Interagency Agreement that governs the obligation of DHHS to pay NDOL for costs associated with the SNAP E&T Module and otherwise specifies the respective obligations of each agency regarding SNAP Next Step. In the event of a breach of the Interagency Agreement by DHHS, NDOL may unilaterally terminate this Addendum upon (ten) 10 days' written notice to GSI and DHHS. This notice shall state the reason for the termination. NDOL shall not be responsible to GSI for any costs incurred after NDOL has provided notice under this provision.

6. Nothing in this Addendum shall be interpreted to limit the existing right of NDOL or GSI to terminate the Original Agreement. In the event that the Original Agreement is terminated, this Addendum shall automatically terminate.

7. Should GSI cease to exist and it fails to have another entity (with NDOL's prior consent which shall not be unreasonably withheld) fulfill GSI's obligations under this Agreement, then NDOL, subject to the terms of the Escrow Agreement [*see*, paragraph C(8), below], has the right to maintain all work product, modules, and licensing as set forth herein, until NDOL is able to submit, review, and accept bids for a new vendor, and confirm that NDOL's systems and programs are fully tested and in production.

8. **Escrow**: GSI shall deposit the software and programs, including all technical and design documentation for the most recent version of the software and programs provided to NDOL ("Deposit Materials"), in escrow with an Escrow Agent. The Deposit Materials shall be delivered to NDOL by the escrow agent within thirty (30) days solely in the event that, during the Term of this Agreement, GSI ceases to exist, and a successor of GSI has not agreed to assume GSI's obligation under this Agreement. In the event of delivery of the Deposit Materials under this paragraph, NDOL shall acquire no ownership rights in the Deposit Materials by reason of such release, but shall have a license to use the Deposit Materials only in connection with operation of the software, program, or modules until the expiration of this Agreement, with rights to modify the Deposit Materials for the sole purpose of operating and maintaining the software, program and modules for internal use by NDOL (and specifically not for distribution or resale to third parties), and otherwise in accordance with the provisions of this Agreement. NDOL shall not create any derivative works from the Deposit Materials.

NDOL agrees that the Deposit Materials shall be treated as the confidential information of GSI notwithstanding termination or expiration of this Agreement. NDOL shall only permit access to such Deposit Materials to persons who have a need to know such information for the purpose identified in this paragraph. The obligations of GSI set forth in this paragraph shall terminate with respect to escrow upon expiration of the Term or upon termination of this Agreement, except where termination is the result of conditions for release as provided within this paragraph. NDOL will require a source code escrow agreement to ensure that NDOL obtains access to the source code if and when the maintenance of the software cannot otherwise be assured, as defined in contractually agreed-upon conditions. GSI agrees, to the extent feasible, to instruct and fully prepare a provider (e.g., NDOL staff, Nebraska state staff, or another contractor, etc.) to operate, monitor, maintain, and support the system until NDOL is able to submit, review, and accept bids for a new vendor, and confirm that NDOL's systems and programs are fully tested and in production. Failure to maintain the agreed upon services outlined pursuant to this paragraph shall result in non-payment.

9. Should this Agreement be terminated for any reason and NDOL has made all required payments under this Agreement to GSI, the parties agree to continue all services provided in this Agreement for up to three (3) years or until such time as NDOL is able to submit, review, and accept bids for a new vendor, and confirm that NDOL's systems and programs are fully tested and in production. Failure to maintain the agreed upon services outlined pursuant to this paragraph shall result in non-payment. Under these circumstances, compensations will continue at the agreed upon rate as indicated in this Agreement.

VI. OTHER PROVISIONS

Performance under this Addendum is governed by all the terms of the Original Agreement and its amendments and attachments, except to the extent that those terms conflict with a specific provision of this Addendum, in which case the terms of this Addendum shall govern as to the SNAP E&T Module only. This Addendum should not be interpreted to modify any aspect of the Original Agreement that does not relate directly to the SNAP E&T Module.

[*signatures on next page*]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective the day and year of the signature by the parties.

JOHN H. ALBIN, Commissioner
Nebraska Department of Labor

PAUL TOOMEY, President
Geographic Solutions, Inc.

REVIEWED AND APPROVED:

Rea Easton
Rea Easton (Oct 17, 2023 09:22 CDT)

REA EASTON, Chief Financial Officer
Nebraska Department of Labor

Karen Hall

KAREN HALL, IT Manager
Nebraska Department of Labor

Andi Bridgmon
Andi Bridgmon (Oct 18, 2023 14:14 CDT)

ANDI BRIDGMON, UI Director
Nebraska Department of Labor

John O'Keefe

JOHN O'KEEF, RES Director
Nebraska Department of Labor

Katie Thurber (Oct 19, 2023 07:57 PDT)

KATIE THURBER, General Counsel
Nebraska Department of Labor

John Meals (Nov 2, 2023 13:29 CDT)

JOHN MEALS, Chief Financial Officer - Operations
Nebraska Department of Health and Human Services