Contract 77675 O4

Recv'd
2-7-23
Procurement

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

LexisNexis Risk Solutions FL Inc. Integration

This Eighth Amendment (8th Amendment) is entered into on January 25, 2023 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 or Agreement).

WHEREAS, the Original Agreement, in Part V – Term of Agreement, allowed for amendment upon written agreement of the parties, and the parties have previously amended the Original Agreement via seven (7) separate amendments. The parties now wish to amend the Original Agreement again, via this 8th Amendment.

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 to the software, hardware, and related services (Program or NEworks System), available to NDOL.

WHEREAS, NDOL has received grant funding from the United States Department of Labor (USDOL) through the fraud grant program to support improvement of NDOL's fraud detection and prevention processes.

WHEREAS, NDOL used fraud grant funds to procure a fraud detection and prevention product from LexisNexis Risk Solutions FL Inc. ("LNRFS").

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

WHEREAS, implementation of the LNRFS product requires one-time services by GSI to integrate the product into the NEworks online benefit system.

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 Forty-One Million, One Hundred and Five Thousand, Eight Hundred and Fifty-Two Dollars and Twenty-One Cents ($41,112,910.21).

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
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	$23,340[11]	$23,340	$23,340
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[3]	$990,000	$990,000
Help Desk Management Module[5]	$0	$0	$16,664[6]	$22,913[9]	$0	$0	$0
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
VOSGreeter Module[5]	$0	$0	$0	$48,492[8]	$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
Identity Document Verification Module[10]	$0	$0	$0	$0	$32,000	$48,000	$48,000
MEUC Module[12]	$0	$0	$0	$0	$72,900[12]	$174,960[12]	$0[12]
Two Factor Authentication	$0	$0	$0	$0	$12,000[13]	$48,000	$48,000
One-Time Fee for LNRFS Implementation							$23,250.00

[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.

C. **NDOL requires implementation services from GSI to integrate the LNRFS fraud detection and prevention product into the NEworks system. GSI shall also provide NDOL with ongoing support necessary to maintain the integration between the LNRFS product and the NEworks system. GSI provided NDOL a quote for these services, which is attached to this 8th Amendment, labeled as Attachment 8A, and incorporated herein by reference. The total cost for these implementation services is twenty-three thousand two hundred fifty dollars ($23,250.00).**

D. **NDOL and GSI agree that NDOL may cancel Geographic Solutions Proposed Modules (Modules) upon written notice to GSI. In the event of cancellation of Modules by NDOL, costs of such Modules will be prorated to include only the period of time in which Modules were live and in use by NDOL.**

E. **The Recitals of this 8th Amendment are incorporated herein as agreed provisions of this 8th Amendment.**

F. **All other provisions of the Original Agreement, including changes in the Original Agreement made in the prior amendments, which are not changed by this 8th Amendment, remain in effect.**

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[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this 8th 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 (Jan 26, 2023 09:17 CST)

REA EASTON, Chief Financial Officer
Nebraska Department of Labor

Angela Hansen-Kruse
Angela Hansen-Kruse (Jan 26, 2023 09:20 CST)

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

Andi Bridgmon
Andi Bridgmon (Jan 26, 2023 09:20 CST)

ANDI BRIDGMON, UI Director
Nebraska Department of Labor

Katie Thurber (Jan 26, 2023 10:42 CST)

KATIE THURBER, General Counsel
Nebraska Department of Labor

Attachment 8A

NE - Lexus Nexus Integration With NEWorks

State of Nebraska
54731 897 Rd
NE 68103
United States

Angela Hansen-Kruse
Director
angela.hansen-kruse@nebraska.gov
4023096659

Reference: 20220510-095334971
Quote created: May 10, 2022
Quote expires: August 8, 2022
Quote created by: Tim Duffy
tduffy@geosolinc.com
+1 (727) 515-3588

Products & Services

Item & Description	Quantity	Unit Price	Total
Lexus Nexus Integration With NEWorks	1	$23,250.00	$23,250.00

Subtotals

One-time subtotal	$23,250.00

Total $23,250.00

Questions? Contact me



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