

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

381



**FROM:** Human Resources Department

**SUBMITTAL DATE:**  
June 15, 2015

**SUBJECT:** Approval of Sixth Amendment to the Professional Services Agreement with Aon Consulting, Inc. for Continued Software Support Services for three years [District - All] [Total Cost - \$252,500]; [Source of Funds - 100% Departmental Budgets]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the attached Sixth Amendment to the Professional Services Agreement with Aon Consulting, Inc. for software support services for the Human Resources Department for three years as follows:  
FY15/16 for \$89,500  
FY16/17 for \$81,500  
FY17/18 for \$81,500; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed 10% of the total contract annually, as approved to form by County Counsel.

Michael T. Stock  
Asst. County Executive Officer/  
Human Resources Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 89,500	\$ 252,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$ 0	

<b>SOURCE OF FUNDS:</b> Departmental Budgets	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 2015/16-17/18

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Lani Sloson

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: June 30, 2015  
xc: H.R., Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**3-29**

PURCHASING & FLEET SERVICES: Lisa Brandl, Director  
FORM APPROVED COUNTY COUNSEL: GREGORY P. PRIAMOS 6/18/15  
DATE: 6/18/15  
Departmental Concurrence

A-30 ☐ Positions Added ☐ Change Order ☐  
4/5 Vote ☐

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approval of Sixth Amendment to the Professional Services Agreement with Aon  
Consulting, Inc. for Continued Software Support Services for three years [District - All] [Total Cost  
- \$252,500]; [Source of Funds - 100% Departmental Budgets]**

**DATE: June 15, 2015**

**PAGE: 2 of 3**

**BACKGROUND:**

**Summary**

Since 2008, Aon has provided the Human Resources Department software and consulting services for an online recruiting system that is customized for the recruiting and selection process of the Deputy Sheriff Trainee and Correctional Deputy classifications. This process is a lengthy and complex one requiring candidates to complete multiple hurdles. Aon's recruiting system facilitates this process by providing:

- An online application that accepts applications continuously throughout the year
- Instant screening of candidates based on answers to the background history questionnaire
- Self-scheduler for screened candidates to schedule the in-person proctored exam
- Automatic email communications to candidates to confirm the status of their application and their appointment time for the proctored exam

Because the system is fully automated and requires minimal intervention by staff, cycle times and candidate drop-off rates are minimized. The system provides the appropriate technology for efficiently handling a high volume of applicants (more than 22,000 each year) and filling these critical public safety positions in a timely manner.

Approval of a sixth amendment to the Professional Services Agreement with Aon will allow for continued use of a customized online recruiting system. Under the amendment, Aon will be implementing its new online platform called GATE. Aon's services also include consulting services for making the recruiting process more efficient and converting the data from the current platform, referred to as Tracker, to GATE. GATE also offers an improved user interface that will be more user friendly for staff and candidates. Moving to the GATE platform is necessary because Aon will no longer be offering the Tracker platform.

Human Resources and the Sheriff's Department have determined that moving to an alternate recruiting system provided by another vendor is not practical at this time as the implementation would require great expense and staff time. Because Aon's system is proprietary, moving to a new system would prevent the seamless conversion of existing candidate data to a new system. In addition, moving to a new system with another vendor would duplicate efforts to move the Deputy Sheriff Trainee and Correctional Deputy recruitments to the County's new PeopleSoft recruiting system.

Human Resources is working with RCIT to determine the requirements for replicating features of Aon's recruiting system in the PeopleSoft recruiting system. However, the Sheriff's Department continues to require certain capabilities not currently available in the PeopleSoft system. PeopleSoft cannot continuously screen candidates in real-time and it cannot effectively process the large volume of applicants received for these critical public safety positions. In addition, it lacks a self-scheduler for proctored exams. These capabilities may be available in future PeopleSoft version upgrades or RCIT may provide these through substantial development and customization. Until these capabilities are available, Human Resources and the Sheriff's Department have determined that the best course of action is to continue on with Aon's software and services. Should the PeopleSoft recruiting system be available for these recruitments before the three-year extension expires, the County may choose to terminate the agreement earlier.

RCIT and the Technology Standards and Oversight Committee (TSOC) have approved this purchase. The Sheriff's Department is the source of funds for this purchase.

**Impact on Residents and Businesses**

There is no impact on residents and businesses.

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**FORM 11: Approval of Sixth Amendment to the Professional Services Agreement with Aon**  
**Consulting, Inc. for Continued Software Support Services for three years [District - All] [Total Cost**  
**- \$252,500]; [Source of Funds - 100% Departmental Budgets]**  
**DATE: June 15, 2015**  
**PAGE: 3 of 3**

**SUPPLEMENTAL:**

**Contract History and Price Reasonableness**

The Board approved the Professional Services Agreement with Aon (HRARC-91832-002-011-08/09) in July 2008 for a two-year period. Subsequently, the Board approved amendments to continue services through FY 2014/15 (cost provided below).

<u>Fiscal Year</u>	<u>Cost</u>
FY08/09	\$540,000
FY09/10	\$160,000
FY10/11	\$160,000
FY11/12	\$72,000
FY12/13	\$72,000
FY13/14	\$78,000
FY14/15	\$70,200

The cost under the sixth amendment is considered reasonable as compared with the cost of implementing a new recruiting system with the same functionality which would also include the additional cost of moving to the County's PeopleSoft recruiting system. The first year includes the cost of implementing the new GATE platform, converting candidate data from Tracker to GATE, and consulting services for making the recruiting process more efficient. The cost will decrease in the second and third year.

<u>Fiscal Year</u>	<u>Cost</u>
FY15/16	\$89,500
FY16/17	\$81,500
FY17/18	\$81,500



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

PR2015-02578

Tracking Number for  
Internal Use Only

<b>REQUESTED PURCHASE:</b>		<b>THREE-YEAR EXTENSION OF PROFESSIONAL SERVICE AGREEMENT WITH AON FOR SOFTWARE SUPPORT SERVICES (AON RECRUITING SYSTEM)</b>	
<b>DEPARTMENT/AGENCY:</b>		<b>HUMAN RESOURCES DEPARTMENT</b>	
<b>CONTACT NAME/PHONE:</b>		<b>ROBIN DOWNS / 951-955-5195</b>	
<b>PURCHASE REQUEST:</b>		<input type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input type="checkbox"/> REPLACEMENT	
<b>PURCHASE TYPE:</b>		<input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input checked="" type="checkbox"/> RENEWAL	
<b>DESCRIBE REQUESTED PURCHASE</b>	Since 2008, Aon has provided the Human Resources Department software and consulting services for an online recruiting system customized for the Deputy Sheriff Trainee and Correctional Deputy classifications (HRARC-91832-002-011-08/09). The system provides an online application, automated screening, real-time email communication with candidates, self-scheduling for exams, and help desk support. The system is fully automated and requires minimal intervention by staff. Aon's services also include implementation of a new platform (GATE), as it is phasing out the current platform (Tracker), converting existing candidate data to the new platform, and consulting services for making the recruiting process more efficient.		
<b>BUSINESS NEEDS ADDRESSED</b>	The recruitment and selection process for the Deputy Sheriff Trainee and Correctional Deputy classifications is a lengthy and complex one requiring candidates complete multiple hurdles. Aon's highly automated online recruiting system provides the appropriate technology for efficiently handling a high volume of applicants (more than 22,000 each year) and filling these critical public safety positions in a timely manner.		
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN	
<b>BUSINESS CRITICALITY</b> <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business		<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b> <input checked="" type="checkbox"/> Support current operations <input type="checkbox"/> Reduce Expenses <input type="checkbox"/> Improve Customer Service <input type="checkbox"/> Improve Operational Efficiencies	
<b>BUSINESS RISKS</b>	Financial:  Operational: Without the continued use of the Aon recruiting system, the recruitment and selection process would revert to a manual one with several time-intensive tasks not appropriate for the high volume of applications received each year.  Customer: Without continued use of the Aon recruiting system, time-to-fill would increase, leaving the Sheriff's Department with reduced ability to fill critical public safety positions in a timely manner.		
<b>ALTERNATIVE SOLUTIONS</b>	1. Human Resources is working with RCIT to identify the requirements for replicating the automating features of Aon's system in the County's PeopleSoft recruiting system. Such features may be available in future version upgrades or they may require substantial customization. At this time, the Aon recruiting system provides the		



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for  
Internal Use Only

	required technology necessary to recruit for the Deputy Sheriff Trainee and Correctional Deputy classifications. Should this change, the County may choose to terminate the agreement with Aon with 90 days' notice.
	2. Implementing an alternate recruiting system would require great expense and staff time, it would not allow converting existing candidate data to a new system, and it would interrupt the recruiting and selection process. It would also duplicate work to move the Deputy Sheriff Trainee and Correctional Deputy classifications to the County's PeopleSoft recruiting system.
TRANSACTION	<input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease Purchase Lease Years: _____
PURCHASE COSTS	COST BENEFIT ANALYSIS
Hardware: \$	
Software: \$105,500 Yr 1, \$97,500 Yr 2, \$97,500 Yr 3	
Labor: \$	
TOTAL COST: \$300,500	
Department Head Signature: <i>John Murray</i> Date: 4/7/15	

<b>RCIT RECOMMENDATION – for purchases and renewals under \$100,000</b>	
Recommended: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Non-recommended requests submit to TSOC)	
By: <i>Geoff Harguindes</i>	Date: 4/27/15
Chief Information Officer Signature: <i>Geoff Harguindes</i>	Date: 5/6/15

<b>RCIT explanation for non-recommended requests:</b>

<b>TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals</b>	
Recommended: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (In no, provide explanation below)	
TSOC Chair Signature: <i>Geoff Harguindes</i>	Date: 5/4/2015

**AMENDMENT NO. 6  
TO PROFESSIONAL SERVICES AGREEMENT**

The County of Riverside ("COUNTY") and Aon Consulting, Inc. ("CONTRACTOR"), entered into a Professional Service Agreement (HRARC-91832-002-011-08/09) for software and related support services for the Human Resources Department on July 1, 2008. Amendments were agreed upon as follows:

1. Amendment number one (1) to the Agreement was agreed upon by the parties on July 27, 2010.
2. Amendment number two (2) to the Agreement was agreed upon by the parties on June 14, 2011.
3. Amendment number three (3) to the Agreement was agreed upon by the parties on August 28, 2012.
4. Amendment number four (4) to the Agreement was agreed upon by the parties on July 30, 2013.
5. Amendment number five (5) to the Agreement was agreed upon by the parties on July 1, 2014.

The parties now agree to amend the Agreement as follows:

1. Exhibit A, Scope of Services and Exhibit B, Payment Provisions are deleted and replaced with Exhibit A-1, Scope of Services and Exhibit B-1, Payment Provisions as attached to this Amendment.
2. Section 1.1, Description of Services is deleted and replaced with the following:  
  
*"1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A-1 Scope of Services at the prices stated in Exhibit B-1 Payment Provisions."*
3. Section 2.1, Period of Performance is modified, the Agreement shall now continue in effect from July 1, 2015 through June 30, 2018, unless terminated earlier. If the parties desire to continue CONTRACTOR'S services beyond that time, then another amendment shall be signed by the parties.
4. Section 3.1, Compensation is deleted and replaced with the following:  
  
*"3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B-1, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed eighty-nine thousand five hundred dollars (\$89,500) for Year 1 of this Agreement including all expenses. The fees for Years 2 (\$81,500) and 3 (\$81,500) of this Agreement are set forth in Exhibit B-1. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically*

JUN 30 2015 329

stated in Exhibit B-1, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this agreement.

All other terms and conditions of the Agreement shall remain unchanged and in effect.

County of Riverside

Aon Consulting, Inc.

By: Marion Ashley  
Chairman, Board of Supervisors

By: Brent Crane  
Brent Crane, Sr. Vice President

MARION ASHLEY

Date: JUN 30 2015

Date: 6/11/15

Attest:  
Clerk of the Board  
Kecia Harper-Ihem

By: Kecia Harper-Ihem, Deputy

Date: JUN 30 2015

FORM APPROVED COUNTY COUNSEL

BY: Neal R Kipnis DATE: 6/11/15

## **EXHIBIT A-1 SCOPE OF SERVICES**

### **Services to be provided by CONTRACTOR**

CONTRACTOR shall provide:

- Design and implementation of Contractor's proprietary Web-based G.A.T.E.® platform to support the County of Riverside with candidate processing and scheduling.
- Unlimited use of G.A.T.E.®, in accordance with the G.A.T.E.® Terms and Conditions.
- Administration training to County of Riverside to enable self-service usage of G.A.T.E.®.
- Conversion of data from Tracker platform to G.A.T.E.®.
- Monthly Program Maintenance including 10 hours of maintenance per month.
- No help desk support provided.
- Continued use of Contractor's Web-based Tracker platform for candidate processing and scheduling during the design and implementation of G.A.T.E.® and during the conversion of data from Tracker to G.A.T.E.®.

### **G.A.T.E.® Terms and Conditions**

G.A.T.E.® Terms and Conditions are as follows:

"Authorized User" means any County employee authorized by County to use or access the G.A.T.E. platform. A password will be assigned to each Authorized User. Client will provide Contractor with a list of its individuals to be enabled as Authorized Users. Upon County's request, Contractor will disable passwords for any current Authorized User. County and Authorized Users have no right to transfer passwords without the express written consent of Contractor.

Contractor retains all right, title and interest in and to all intellectual property rights embodied in or associated with the G.A.T.E. platform. Contractor hereby grants County a paid-up, worldwide, non-transferable, and non-exclusive license to access and use the G.A.T.E. platform during the term of this Statement of Work.

#### **Applicant and administrator browser access requirements**

Internet Explorer 7.0+, FireFox 3.0+, Safari 3.0+, Google 1.0+, Opera 9.0+

#### **Maintenance Outage**

The third Saturday night/Sunday morning of each month from 12am-6am EST. Down time is typically never more than 1 hour and in a lot of cases is even less than that. Contractor does not always utilize the window each month – but Contractor reserves the right to.



#### Standard uptime

Operations Systems Availability Objective: The system will be available 99.50% of the time, 24 hours per day, 365 days per year except for scheduled maintenance hours as stipulated below. System Availability is defined as the ratio of hours those production systems are available in a calendar month to the total number of hours in that calendar month less the hours provided for scheduled maintenance.

Scheduled Maintenance Hours: Contractor shall perform regularly scheduled maintenance between Sunday 12 am and Sunday 6 am EST on the third Sunday of the month. At times, emergency maintenance may be required. Contractor will notify the client's designated contact as soon as possible via telephone prior to any emergency maintenance.

Output, reporting, and data: Delivered with 100% accuracy.

#### Disaster recovery

Contractor's procedures for retaining and managing records follow a detailed process that protects Contractor's and clients' information. Contractor has a strong commitment to maintain the security and privacy of information assets. Security is an integral component of the planning, design, and implementation of information technology initiatives. Contractor employs a variety of information security safeguards to protect proprietary and confidential information assets.

Contractor's commitment to security can be seen through Contractor's security organizations. Contractor has a Global Security Risk Management (GSRM) organization that provides leadership in Contractor's strategic security direction, policies, standards, architecture, and implementation of global security solutions. GSRM works to implement security policies and guidelines through the use of software tools, comprehensive security infrastructure, and security awareness programs.

Contractor works with clients at the beginning of a project to understand data management needs, including document retention and electronic file storage for security and confidentiality. The following sections describe Contractor's approach to electronic data retention, management, security and confidentiality.

#### Data storage

Contractor performs daily, weekly, and monthly backups of Contractor's systems and all databases, with daily incremental backups of data information. All backups are stored off-site in a secure storage facility. Tapes are on a six-month rotation, and end-of-the-month tapes are saved permanently. Data are retained permanently on magnetic tape cassettes. Daily backups are rotated on a monthly cycle. Monthly backups are kept for two years. Annual backups are kept for at least seven years.

#### Redundancy and backup systems

All devices have uninterruptible power supply (UPS). The servers have redundant power supplies that are plugged into different UPSs. This ensures that faulty circuits or power supplies will not take down the servers. All servers have hardware RAID (redundant array of inexpensive disks). This enables the server to run even during a hard disk failure. Finally, all servers have bonded network adapters. This eliminates a failing network card from taking down a server.

All servers have hardware RAID. This enables the server to run even during a hard disk failure. All SQL servers have hot spares as well. This ensures uptime even if multiple hard disk were to

fail. 90% of servers are RAID 5, and some are RAID 50. All Web servers are RAID 1. Finally, all servers have two network cards. This eliminates a failing network card from taking down a server.

All switches and routers have redundant power supplies plugged into different UPSs. Web hosting servers are supported by redundant T-1 connections running BGP. Also, there are Web server farms that virtually guarantee server availability.

#### Data integrity and confidentiality

Through a detailed Business Continuity Plan, Contractor ensures data does not get lost. This plan covers the systems considered in this RFP. Contractor adheres to all policies, programs, and plans for business continuity, crisis management, and disaster recovery. Details of client-specific plans will vary based on the following factors:

- The bundle of services provided, systems used, and communication channels (e.g., Web)
- Contractor office and data center locations providing the service, along with relevant client-directed or Contractor-directed business partner relationships.
- Any client-specific service-level objectives and associated reporting or escalation protocols defined for normal and irregular operations.

Contractor strongly believes security and data integrity are number-one priorities both internally and externally. Contractor has taken several stringent measures to ensure the data transmission and databasing are secure for all of Contractor's clients.

Internally, all of Contractor's servers are housed in centers with tight access control, including secure access and video cameras in the server rooms. Only a small number of employees are allowed access to the server room. All employees have security badges and those with access to the server rooms must have user IDs to access any data.

#### Security policies

Contractor maintains comprehensive security policies that cover a wide range of information management topics. These policies are regularly reviewed to ensure that Contractor's information is protected by measures that meet or exceed the industry standard for data security and privacy.

#### Network security

Contractor's critical Internet connections are protected by redundant, load-balanced firewalls. Outbound Internet traffic is via Contractor's proxy servers and Internet destinations are limited by URL filtering. Firewall systems form a perimeter defense system that allows the network to be connected to the Internet for inbound traffic consistent with industry standards. Contractor also maintains intrusion detection infrastructure to not only protect Contractor's perimeter, but also to monitor Contractor's networks for any evidence of an attack. In the event of any system problem, Contractor provides 24x7 response.

Contractor employs a multilevel antivirus architecture to defend against viruses, with antivirus protection on Contractor's mail gateways, mail servers, file servers, and desktops. In addition to antivirus scanning of inbound/outbound traffic, Contractor also employs a content-filtering solution. User IDs and passwords are used and controlled on the basis of business requirements. Procedures are in place to control the allocation of access rights.

#### Physical security

Contractor protects Contractor's computer systems and networks from power outages, fire and water, and theft risks by maintaining them in facilities with UPSs, fire-suppression systems, restricted physical access, and environmental controls to ensure optimal operating conditions. Badge access is required to gain entry to many Aon facilities, and only select individuals are permitted entry to the computer facilities. Entry to secure facilities is logged and reviewed. Additional information on Aon security procedures is provided below in the Data Integrity and Confidentiality section.

- Security of the delivery system and data transfers including encryption and decryption—Contractor's Internet-accessible websites that contain confidential information use Secure Sockets Layer (SSL) version 3.0 encryption or better and the HTTPS protocol. Where permissible, server-side digital certificates that support 128-bit encryption or better is used. Digital certificates from well-known global certificate authorities are used to enable server-side authentication and session encryption. Self-signed digital certificates are not permitted on Contractor's production systems. In relation to the network perimeter, Contractor uses a DMZ configuration with multilayered firewalls (Web/app/database), with IP filter based controls.
- Staff training procedures and assessment site personnel—Security is as much a people issue as it is a technology concern. Contractor provides staff with security awareness training on a regular basis. In addition, Contractor's business entities appoint specially trained, local security officers (information security ambassadors) to focus on security issues and supplement Global Information Systems Security's efforts and to ensure the protection of Contractor's information assets. Contractor's security organization takes Contractor's commitment as custodians for Contractor's clients' and partners' information assets seriously. Protecting Contractor's client, partner, and Contractor's own information assets from unauthorized disclosure is Contractor's priority.

**EXHIBIT B-1  
PAYMENT PROVISIONS**

**Annual Pricing**

- Pricing for Year 1 from July 1, 2015 to June 30, 2016:

Description	Amount
G.A.T.E.® Annual License Fee	\$57,500
Monthly Program Management Fee (\$2,000 per month)	\$24,000
Implementation and Conversion of data from Tracker to G.A.T.E.® Fee	\$8,000

**Year 1 Total    \$89,500**

- Pricing for Year 2 from July 1, 2016 to June 30, 2017:

Description	Amount
G.A.T.E.® Annual License Fee	\$57,500
Monthly Program Management Fee (\$2,000 per month)	\$24,000

**Year 2 Total    \$81,500**

- Pricing for Year 3 from July 1, 2017 to June 30, 2018:

Description	Amount
G.A.T.E.® Annual License Fee	\$57,500
Monthly Program Management Fee (\$2,000 per month)	\$24,000

**Year 3 Total    \$81,500**

- Monthly Program Management Fee includes 10 hours of maintenance per month. Additional support hours can be provided at \$200 per hour based on request and pending mutual approval.
- Any services not listed within the Scope of Services will be priced individually based on request and pending mutual approval prior to implementation. This includes IT changes and any customized reporting through the G.A.T.E.® platform.
- The G.A.T.E.® Annual License Fee includes the continued use of the current Tracker platform during the design and implementation of G.A.T.E.® and during the conversion of data from Tracker to G.A.T.E.®.

**Billing**

- One-time implementation and conversion fee will be due July 1, 2015.

- Invoicing for annual license fee and monthly program management fee will be invoiced monthly effective July 1, 2015.
- Fees are due within 30 days of invoice date.
- Compensation and termination as provided for in Section 3, and Section 5, respectively, of the Agreement.