

**AGREEMENT FOR
SECURITY ASSESSMENT SERVICES
(Yamhill County and Structured Communication Systems, Inc.)**

THIS AGREEMENT (“Agreement”), is made by and between **Yamhill County** (“County”), a political subdivision of the State of Oregon, and **Structured Communication Systems, Inc.**, an Oregon corporation, located at 12901 SE 97th Avenue, Suite 400, Clackamas, OR 97015 (“Contractor”).

RECITALS:

- A. County, through its IT Division, has determined the need for a comprehensive assessment of information services security and the need to develop a plan for the creation of an enterprise cyber security program. County has determined that it is necessary for County to contract with a qualified consultant with training and expertise in providing such security assessment and program development services (the “Project”).
- B. County has budgeted funds to perform the Project. County conducted a competitive quote process to select the most qualified consultant to provide the services described herein.
- C. Contractor was the most qualified proposer and is qualified to provide the required security assessment services and to perform the other related duties required by County and imposed by this Agreement. County and Contractor desire to enter into this Agreement and County is authorized to enter into this Agreement under ORS 203.010(3). NOW, THEREFORE

AGREEMENT:

In exchange for the promises and other consideration as set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Services of Contractor.** Contractor agrees to perform the following services (the “Services”), in accordance with and as detailed in County’s request for quotes and Contractor’s response in the form of a proposed “Statement of Work”, dated December 10, 2019, both of which are contained in Exhibit A, which is attached hereto and incorporated herein by this reference. Any additional work beyond the Services may be negotiated individually at Contractor’s hourly rate or at a negotiated project rate.
2. **County’s Duties.** If any Services are provided at County offices, County shall provide the office space, terminals, telephone, office equipment, office furniture, computer hardware and software, and fixtures necessary to perform Services.
3. **Independent Contractor.** Contractor is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:
 - a. Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Agreement. County will not withhold any state or federal income taxes from payments owed Contractor.
 - b. As an independent contractor, Contractor acknowledges and agrees that Contractor is not entitled to any benefits granted to County employees. Without limitation, but by way of illustration, the benefits which are not granted to Contractor include vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as otherwise required by law.

c. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Contractor has the assistance of other persons in the performance of this Agreement, Contractor will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.

4. Compensation; Payment Schedule. Unless previously terminated in accordance with Section 8, Contractor will provide the Services for a total fixed fee of \$28,800.00, excluding travel and expense charges. Contractor shall be compensated in the amount of the total fixed fee for Services rendered under this Agreement, which amount shall also be the maximum not-to-exceed amount to be paid under this Agreement, excluding travel and expense charges, unless this Agreement is amended or extended in a writing signed by both parties. The above rates are inclusive of any per diem rates described on Exhibit A. Any expenses incurred by Contractor in the performance of the Services under the terms and conditions of this Agreement not specifically provided for herein shall be the sole and separate responsibility of Contractor, unless preapproved in writing by County. The only compensation due Contractor is specifically stated in this Agreement. Payment terms are as provided in Exhibit A. Contractor will provide written documentation of completed and ongoing tasks, hours and deliverables. Contractor shall submit weekly invoices and, following receipt, review and approval of such invoices (in its sole discretion), County will issue checks on approximately the 1st or 15th of each month or on the dates that best coincide with the County's standard billing cycle.

5. INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND EACH OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE OF THE SUBJECT WORK AND SERVICES UNDER THIS AGREEMENT OR CREATED BY ANY ACT OR OMISSIONS OF A VENDOR, SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR; PROVIDED HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE INDEMNIFICATION OF YAMHILL COUNTY FOR LIABILITY ATTRIBUTABLE TO YAMHILL COUNTY'S SOLE NEGLIGENCE.

Contractor's obligations under this Agreement are contingent upon Contractor receiving: (a) reasonably prompt written notice of the claim (provided that the failure of the County to provide notice shall only relieve the Contractor from its indemnification obligations to the extent that such late notice materially prejudiced the Contractor's defense of the claim); (b) all reasonably necessary assistance, information and authority to defend the claim (using legal counsel reasonably acceptable to the Contractor) and perform its obligations under the provisions of this section at the Contractor's cost and expense; and (c) sole control of the defense and settlement of such claim and all associated negotiations. The Contractor agrees not to settle any claim for which it is indemnifying the County in a manner that would fail to resolve such claim against County in its entirety or impose additional obligations on the County without first consulting the County and obtaining its consent thereto (which shall not be unreasonably withheld or delayed).

6. Insurance. Contractor, at Contractor's own expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this Agreement plus two years):

- a. Workers' Compensation Insurance in compliance with statutory requirements;
- b. Commercial General Liability Insurance (including contractual liability **subject to policy terms, conditions, and exclusions** and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;

c. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by County or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project work or Services provided under the Agreement.

d. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the Services.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to County. At County's request, Contractor shall furnish County with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to County.

The Commercial General Liability and Commercial Automobile Liability shall (i) name County, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of County and that any insurance maintained by County is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

7. **Private Business.** Contractor shall not operate any private business from any County property, nor shall Contractor utilize any County property for Contractor's private business, except to perform the Services described in this Agreement, however, phone calls received or made by Contractor using County equipment and while on County property shall be allowed only on an emergency, occasional basis. If a long distance telephone call is made on an emergency, occasional basis, it shall be charged to Contractor's private business telephone number or credit card.

8. **Term; Termination; Default.**

a. **Term.** Unless terminated in accordance with subsection (2), the term of this Agreement is from March, 2020 through December 31, 2020 and supersedes any prior agreements between the parties regarding the subject matter.

b. **Termination.** Either party may terminate this Agreement on thirty (30) calendar days written notice to the other party. In addition, in the event County no longer receives funds adequate to enable it to continue this Agreement, it will provide written notice of immediate termination of this Agreement to Contractor. Upon issuance of notice, this Agreement is terminated. However, any obligations existing at the time of termination will survive termination. Contractor shall not make expenditures, enter into agreements, or encumber funds in its possession, or to be transferred by County, after notice of termination or termination as set out above, without prior written approval from County. Termination shall not excuse liabilities incurred prior to the termination date.

c. **Default.** If Contractor defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the County sends notice of such default to the address on this Agreement, County may, at its option, terminate the Agreement, such termination to be effective immediately upon expiration of the thirty day notice period; provided, however, that in the event Contractor provides written notice to County that the default cannot reasonably be cured by Contractor within said thirty (30) day period and the Contractor provides written certification that it is, in good faith, endeavoring to cure said default, then the thirty (30) day cure period shall be extended for an additional reasonable period to allow for such cure, but any such extended period shall not exceed 30 additional days, unless otherwise mutually agreed in writing by both County and Contractor.

9. Confidentiality. Contractor acknowledges that Contractor may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of County or County's clients. Any and all (i) County or County client information, (ii) information provided by County and marked confidential, or (iii) information identified as confidential in a separate writing, that becomes available to Contractor in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items, including software, that result from Contractor's use of the Confidential Information are also deemed Confidential Information. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of Contractor's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. Contractor agrees that, upon termination of this Agreement or at County's request, Contractor will turn over to County all documents, papers and other matter in Contractor's possession that embody Confidential Information.

10. Compliance with Applicable Laws; Compliance with Tax Laws. Contractor agrees to comply with the rules and regulations of County, applicable state and federal regulations and all other provisions of state and federal law relating to Contractor's performance of Services under this Agreement. To the extent applicable Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference. Contractor will provide Services to County clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954. Further, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.

11. Ownership and Rights.

a. **Ownership of Work Product by County.** All work product, including but not limited to the Deliverables listed in Exhibit A ("Work Product") shall be exclusively owned by County and shall be considered works made for hire by Contractor for County. Except as set forth below, County shall exclusively own all United States and international copyrights and all other intellectual property rights in the Work Product.

b. **Vesting of Rights.** With the sole exception of any Preexisting Works, as defined and identified below, Contractor agrees to assign, and upon creation of Work Product automatically assigns, to County, its successors and assigns, ownership of all United States and international copyrights and all other intellectual property rights in such Work Product. This assignment is undertaken in part as a contingency against the possibility that any such Work Product, by operation of law, may not be considered a work made for hire by Contractor for County. From time to time, upon County's request, Contractor and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as County may request. County and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for Work Product and any portions thereof.

c. **Preexisting Works.** In the event that any portion of the Work Product constitutes a preexisting work for which Contractor cannot grant to County the rights set forth above, Contractor shall specify below: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions applicable to Contractor's or County's use of such preexisting work; and (4) the source of Contractor's authority to employ the preexisting work in the preparation of the Work Product. Any works that satisfy the above requirements shall be considered as "Preexisting Works." The only Preexisting Works that may be used

in any Work Product are the Preexisting Works specified herein, if any, and any Preexisting Works that may be approved in writing by County prior to use.

d. **Grant of License.** Contractor hereby grants to County a non-exclusive, royalty-free, worldwide, perpetual and irrevocable license to the Preexisting Works and to any Contractor source code or other Contractor software utilized in any Work Product or Preexisting Work.

12. Subcontracts; Assignment. Contractor shall not enter into any subcontracts for any of the Services required under this Agreement without County's prior written consent. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

13. Governing Law; Jurisdiction; Venue. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Oregon without regard to its conflicts of laws rules. Any claim, action, suit or proceeding between County and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Yamhill County. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THIS FORUM IS AN INCONVENIENT FORUM.

14. Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

15. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

16. Attorney Fees. In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees and all costs of depositions.

17. Severability. If any term of this Agreement is held to be invalid or unenforceable, it shall be severed from this Agreement and the balance of the Agreement shall be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

18. No Third Party Beneficiaries. Except as expressly provided herein, nothing contained in this Agreement is intended, nor shall it be construed to create rights for the benefit of third parties.

19. Certification of reading and understanding of documents; Precedence. The Contractor hereby certifies it has read and fully understands and this Agreement and Contractor accepts this Agreement and its terms and conditions, including solicitation documents. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same. **In the event of a discrepancy or inconsistency between Contractor's proposed "Statement of Work" or any other contract document, including "Structured Standard Terms and Conditions" and this Agreement, this Agreement shall take precedence.**

20. Exhibits and Recitals. All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

21. Time is of the Essence. Time is of the essence in the performance of this Agreement. However, if the Contractor is delayed by causes outside its control, any governing schedule shall be extended by a reasonable time.

22. Status of the Project Supervisor. Shane Hoffman, IT Manager, is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of Services and shall have authority to stop the Services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all Services and materials that do not conform to the Agreement, within 5 business days of initial acceptance of deliverables or Project completion, and shall decide questions that arise in the execution of the Project Services.

23. Prohibition of Discrimination. In hiring employees or subcontractors for performance of Services under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform Services to which employment relates.

24. Integration. This Agreement, along with its Exhibits, constitutes the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto and supersedes all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth adjacent to their signatures below.

STRUCTURED COMMUNICATION SYSTEMS, INC.

DocuSigned by:
Casey Richmond
F06969341D804F3...
Casey Richmond, General Counsel
Date: 3/2/2020

SS# /Tax ID#: 93- 1099245

APPROVED AS TO FORM

By: Christian Boenisch
CHRISTIAN BOENISCH
County Counsel

YAMHILL COUNTY, OREGON

Casey Kulla
CASEY KULLA, Chair
Board of Commissioners
Date: 3/5/2020

Kenneth Huffer
KENNETH HUFFER,
County Administrator
Date: 3/5/2020

Accepted by Yamhill County
Board of Commissioners on
2/6/20 by Board Order
20-38

Exhibit A
(see attached)

B.O. 20-38
Exhibit "A"
Pg 1 of 12



Yamhill County
OREGON
Excellence in Service

INFORMATION TECHNOLOGIES
636 NE 7th Street
McMinnville, Oregon 97128
Phone: (503) 434- 7505
Fax: (503) 472-9179
Website: www.co.yamhill.or.us

DATE: January 31, 2020

TO: Yamhill County Board of Commissioners; Ken Huffer, County Administrator;
Justin Hogue, Business Services Director

FROM: Shane Hoffman, IT Manager

SUBJECT: Security Assessment

ATTACHMENTS (1): Structured Shoretel Quote

Request:

IT is requesting the Board of Commissioners' authorization to engage with Structured for a detailed security assessment. The total cost for the project is \$28,800. The project will be charged to fund 80 because it is a risk management strategy. Adhering to our purchasing rules, I received three quotes from three different vendors. The cost breakdown from the three vendors is as follows:

Vendor	Cost
Structured	\$28,800
TechHeads	\$20,825
Core	\$31,800

Structured is not the cheapest vendor, but they are providing more value and more deliverables, and I believe we are getting more for our money. We have had an overall great customer experience with projects that Structured has assisted with in the past. The security assessment will provide identification of assets, threats, and vulnerabilities, inventory of risk, existing controls, risk calculation/prioritization, and recommended treatment. They will also assist in creating security policy drafts.

Considering the recent cyber security breaches at other local government agencies, I believe it is imperative that we do all that we can to prevent a security breach and performing a detailed security assessment is the next logical step.

Thank you for your time and consideration for this request.

Accepted by Yamhill County
Board of Commissioners on
2/6/20 by Board Order
20-38



CORPORATE HEADQUARTERS
12901 SE 97th Avenue, Suite 400
Clackamas, OR 97015
Tel: (503) 513-9979
Fax: (503) 513-4600

Structured Communication Systems, Inc.

Statement of Work

For

Yamhill County Information Services – Security
Assessment

Project ID: 201912-71733

Revision 1.0

12/10/2019

Provided by: Structured's Secure Infrastructure Practice



Table of Contents

Contents

1 Confidentiality Agreement.....5
2 Description of Scope and Professional Services.....5
3 Structured Deliverables.....7
4 Yamhill County Information Services Deliverables8
5 General Project Assumptions.....8
6 Change Control and Cancellations9
6.1 Change Control9
6.2 Cancellation9
7 Professional Service Scheduling and Fees9
7.1 Initiation of Work and Scheduling9
7.2 Staff and Credentials.....10
7.3 Estimated Consulting Charges.....10
7.4 Travel & Expenses11
7.5 Invoice Instructions.....12



Yamhill County Information Services – Security Assessment

Client: Chris Garcia
Network Admin
Yamhill County Information Services
535 NE Fifth Street
McMinnville, OR 97128-4523
Tel: (503) 434-7505
E-mail: garciac@co.yamhill.or.us

Provider: Dawn White
Territory Account Executive
Tel: (503) 794-2554
Order Fax: (888) 729-0997
E-mail: dwhite@structured.com

1 Confidentiality Agreement

This Statement of Work contains information from Structured Communication Systems, Inc, that is confidential and privileged. The information is intended for the private use of Yamhill County Information Services in evaluating Professional Services partners. By accepting this Statement of Work you agree to keep the contents of this document in confidence and not copy, disclose, or distribute without written request to and written confirmation from Structured Communication Systems, Inc. If you are not the intended recipient, be aware any disclosure, copying, or distribution of the contents of this document is prohibited.

2 Description of Scope and Professional Services

Based upon discussions held between Yamhill County Information Services and Structured Communication Systems, Inc. ("Structured"), Yamhill County Information Services wishes to engage Structured to perform a risk assessment and build a plan for the creation of an enterprise cyber security program. To create the policies that will form the backbone of the security program, Structured engineers will conduct a comprehensive assessment that will include interviews with key staff members, and a risk assessment for the systems and processes that store or process sensitive information within CJIS, HIPAA, and the District Attorney IT systems. The assessment will include the network and datacenter operations, with additional assessment to be performed remotely onsite at a remote site.

Environment:

CJIS-

15 servers-
8 locations, connected by IPSEC tunnels
150 Endpoints - 32 mobile

HIPAA-

Approximately 600 computers
Numbers of contractors with external access- 65



Yamhill County Information Services – Security Assessment

DA office- some not on state network
35 computers
1 share on server

Security systems:

HA pair of Palo Alto 3020's, with Wildfire, DNS security services, Malware protection
Bitdefender Ultra
O365
Microsoft email protection
Log360 logging server on premise

Risk Assessment – This exercise will include the following:

- Interviews with key staff members (in conjunction with other interviews)
- Discovery of procedures and operational requirements
- Identification of assets, threats, and vulnerabilities
- Inventory of risk and existing controls (in conjunction with controls assessment)
- Risk calculation and prioritization
- Recommended treatment

Structured will format the risk assessment report into four categories:

Business processes and IT systems: This activity will show the operations and systems in use to process CJIS, HIPAA, and DA information.

Assets, threats, and vulnerabilities: Identifies the items that need to be protected, and the ways they can be exploited.

Risk: Inventory of risks, the calculations of impact and occurrence, and prioritization of fix actions.

Recommended treatment: Actions to take and controls to implement for risks.

Recommendations and plan for remediation – This document will detail the key technologies and processes that need to be implemented in order to meet security requirements and reduce cyber risk. Structured will address in detail all non-compliant areas and provide recommendations for solutions that will remediate the finding to a level of satisfactory risk to Yamhill County.

Policy creation – From the information gathered in the previous phases of the project, Structured will draft detailed information security policies in the format of Yamhill County standard policies. The policies will include:

Information Data Classification Policy



Data Retention, Handling, and Disposal Policy
Physical Security Policy
Incident Response Policy
 Includes Crisis Communications Process
 Collect/preserve evidence procedures
Backup Policy
Access Control Policy
 Includes restricting use of generic IDs
Access Review Policy
Acceptable Use Policy
 Includes preventing development tools installed on production servers
Change Management/Change Control Policy
System Implementation, Secure Configuration, and Hardening Policy
Vulnerability Assessment Policy
SDLC procedures
Security Awareness Training
Security Monitoring Policy

Any services, tasks or other responsibilities not specifically identified within this document are out of scope.

3 Structured Deliverables

Structured will provide the Deliverables listed below to Yamhill County Information Services during and upon completion of the project. Yamhill County Information Services's acceptance of all listed Deliverables will complete Structured's responsibility for this project. To indicate acceptance, Yamhill County Information Services will sign the Deliverable Acceptance Form.

1. **Security Program Document** - The report contains the complete findings of the assessment in PDF format to include:
 - Executive summary for Risk and Controls Assessments
 - Gap analysis for Controls Assessment with data discovery results
 - Risk Assessment matrix with risk calculations
 - Remediation cybersecurity plan for controls
 - Policies that define security requirements

The initial assessment report will be delivered in a draft format for management review. Suggested changes are subject to review by both parties to avoid unethical situations.

2. **Presentation** – A presentation of findings that will give an overview of assessment methodologies, issues found and sound strategies going forward. Provides a question and answer session immediately following the presentation.



4 Yamhill County Information Services Deliverables

Yamhill County Information Services will provide the following to Structured in order to ensure a successful implementation. Delay in providing these requirements will impact Structured's ability to complete this project in a timely manner.

1. Access to key personnel for interviews
2. Access to datacenters and other county areas
3. Network diagrams and documentation
4. Dedicated point of contact for the duration of the engagement

5 General Project Assumptions

Successful completion of this engagement is contingent upon Yamhill County Information Services's performance of its responsibilities and the accuracy of the assumptions set out below. To the extent (i) Yamhill County Information Services fails to meet its obligations under this Statement of Work or (ii) the assumptions identified below are not accurate, timelines and milestone dates shall be reasonably adjusted and any additional services required as a result will be billed to, and paid for by, Yamhill County Information Services at Structured's standard rates on a time and materials basis, unless otherwise agreed by the parties.

- Structured Consultant(s) will have adequate administrative access and connectivity to perform the tasks required for the project.
- Existing relevant documentation, diagrams, and/or interviews with key staff will be provided by Yamhill County Information Services to ensure timely delivery of product.
- Yamhill County Information Services will provide the necessary resources (equipment, staff) required for all deliverables.
- All communications, which affect the technical aspects of the project, must be directed through the Structured Project Manager.
- Any additional labor or materials requested by Yamhill County Information Services, not included in the scope of this Statement of Work will constitute a Change Request.
- Adequate staffing and project management is included in this response. If Yamhill County Information Services unexpectedly accelerates the stated time line in their request, a Change Order may be generated to cover additional staffing or overtime to meet the new deadlines.
- Any work beyond that stated in this Statement of Work must be mutually agreed to by Yamhill County Information Services and Structured and will be performed at the standard hourly rate.
- Any on-site skill transfer supplements, but does not replace, the manufacturer's formal system implementation and administration classes.



Yamhill County Information Services – Security Assessment

- No formal end user training is included in this Statement of Work. Formal end user training is available from vendor authorized training centers for an additional cost.
- Yamhill County Information Services will provide timely management decisions, approvals and acceptances as reasonably requested by Structured.
- Yamhill County Information Services will provide assistance as reasonably requested by Structured to obtain timely services and cooperation from any third party providers that are providing products or services to Yamhill County Information Services that are related to, interact with, or are necessary for the Services.
- Yamhill County Information Services will appoint a single project manager to operate as the day-to-day point of contact and management decision-maker for this project.

6 Change Control and Cancellations

6.1 Change Control

Both Structured and Yamhill County Information Services must approve any changes to the schedule, tasks, deliverables, terms, or pricing presented in this document. To request a change, the requesting party (Structured or Yamhill County Information Services) must provide a Change Order to the other party in writing. The Structured Project Manager will review the Change Order and its impact on the project. If both parties agree to the Change Order, the Project Manager will incorporate the change into the project plan and manage the change accordingly.

6.2 Cancellation

Yamhill County Information Services will make all reasonable efforts to notify Structured of any cancellation or postponement of the services to be performed under this Statement of Work. If Yamhill County Information Services does not notify Structured of the cancellation of a mutually agreed upon service appointment, then Structured will charge a cancellation fee equal to a minimum of two (2) hours of the prevailing standard hourly rate. Cancellation shall not relieve Yamhill County Information Services's obligation to pay all fees and expenses that have accrued due to preparation for the service.

7 Professional Service Scheduling and Fees

7.1 Initiation of Work and Scheduling



Yamhill County Information Services – Security Assessment

Once Structured has received a signed Statement of Work, Structured will identify the staffing for this project within two weeks. Project staffing and activities will be scheduled based upon the date the signed Statement of Work is received by Structured. Structured staff will work with Yamhill County Information Services to determine the project schedule and estimated completion date.

7.2 Staff and Credentials

The Structured staff consists of consultants with a broad range of practical engineering backgrounds and expertise. Structured will draw upon this extensive pool of engineering talent to meet the diverse technical requirements of today's complex network and server environments. Structured will determine the appropriate staff to assign to the project based upon the requirements of the engagement and the experience, skills and availability of the Structured engineering staff. Structured is uniquely qualified to undertake this project because of Structured's extensive experience designing, implementing, and optimizing complex networks in the distributed, multi-protocol computing environment.

7.3 Estimated Consulting Charges

Consulting charges are estimated based on the project as defined in this Statement of Work. The hourly rate for this effort will be \$225 per standard business hour. All durations and prices quoted herein are estimates only. Work will be billed at actual costs incurred. All services are provided during standard business hours (Monday-Friday, 8AM-5PM) excluding company holidays. Any work done outside of this time period will be billed at one and one-half times the standard hourly rate.

Should the scope of the engagement go outside the contents of this Statement of Work and require additional consulting hours, these hours will be billed on an hourly basis to Yamhill County Information Services at the rate of \$225 per standard business hour. Any items that fall outside the scope of this project should be reviewed and agreed to with a written Change Order signed by Structured and Yamhill County Information Services prior to starting the additional work.

Professional Services Description	List Price	Est. Duration	Est. Cost
Security Assessment	<u>\$225</u>	64 hours	\$14,400
Policy Development	<u>\$225</u>	64 Hours	\$14,400
Total Estimated Project Cost		<u>128 Hours</u>	<u>\$28,800</u>



Yamhill County Information Services – Security Assessment

7.4 Travel & Expenses

The consulting costs are exclusive of any required Travel and Expense charges. Yamhill County Information Services will be billed for the actual and reasonable expenses incurred for agreed upon events. If Yamhill County Information Services wants Structured to follow certain travel expense guidelines, these guidelines must be provided prior to the time travel arrangements are made. Structured will review these proposed guidelines and make reasonable effort to adhere to them as long as they are not in conflict with Structured's travel policies.



Yamhill County Information Services – Security Assessment

7.5 Invoice Instructions

An invoice for the Professional Services described in this Statement of Work will be sent to Yamhill County Information Services on a weekly basis as services are performed. Commencement of a project may occur prior to the arrival of Structured's personnel at the customer's location due to planning and preparation activities.

Yamhill County Information Services instructs Structured to submit the invoice and accompanying documentation to:

Name		Copy to:
Address		
Phone		
Fax		
Purchase Order #		

- Prices are valid for 30 days from the date of this Statement of Work.
- Yamhill County Information Services representative signature below hereby attests and acknowledges that in the event that his/her company does not issue a Purchase Order prior to commencement of the service listed herein, this Agreement shall serve as the Purchase Order for this effort
- Client identified in this statement of work acknowledges and agrees that by signing this statement of work or issuing a purchase order referencing this statement of work that such statement of work will be subject to the Structured Standard Terms and Conditions, which can be found at: <http://www.structured.com/terms/>

Accepted and Agreed to by:

for
Yamhill County Information Services

for
Structured Communication Systems, Inc.

Signature of Authorized Signatory

Signature of Authorized Signatory

Printed Name of Signatory

Printed Name of Signatory

Title

Title

Date

Date

B.O. 20-38
Exhibit "A"
Pg 12 of 42