Statement of Work

Cybersecurity Risk Assessment

Prepared by
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Martin Yarborough and Associates LLC

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Statement of Work for Cybersecurity Risk Assessment

This Statement of Work ("SOW) is between Martin Yarborough & Associates ("Company") and "Customer" for the services described in the SOW (individually, the "Service" or collectively, the "Services") and is effective as of the date last executed in the Signature section below.

Overview and Shared Objectives

Customer has requested Martin Yarborough & Associates to provide a Statement of Work and pricing for the implementation of a security risk Assessment:

The objectives of the engagement are:

1. Conduct an interview-based review of the NIST v 1.1 Controls and provide remediation recommendations.
2. Conduct an electronic review of all external, internal, network and SQL hosts and provide remediation recommendations.

Project Scheduling

Martin Yarborough and Associates provides a high-level project plan as part of this SOW. A draft of this plan is provided.

Project Scope and Definition

Pre-Engagement

1. The engagement begins with the completion of all contract logistics and approval from the Customer to begin the project.
2. Once engaged, MYA sends Pre-Engagement worksheet to the designated Sponsor for completion. Information is used to complete a formal project plan.
3. MYA prepares secure portal for deliverables.
4. The Sponsor completes and submits the Worksheet to MYA.
5. MYA schedules 2 conference calls:
    a. Sponsor Orientation (1 hr.)
    b. Single Point of Contact (SPOC) Orientation (1 hr.)

Workshop

1. MYA conducts Sponsor orientation call. (1 hour)
    a. Introduces the process
    b. Defines the Stakeholders
    c. Discusses Communication
    d. Describes the Deliverables
2. MYA conducts the SPOC orientation call. (1 hour)
    a. Introduces the process
    b. Describes the contents of the SPOC packet
        i. Discovery
        ii. ABC Survey
        iii. WMI procedure
        iv. Windows firewall procedure
    c. Describes the NIST v 1.1 interview process and needed participants (Stakeholders)
3. MYA provide a final project plan to the Sponsor upon completion of the SPOC orientation.
4. Sponsor needs to approve final project plan for engagement to proceed.
5. MYA conducts the Stakeholder Workshop (1 hour).
    a. Workshop consists of 5-8 security-minded professionals identified by the sponsor.
    b. The following topics are covered in the workshop:
        i. Identify Function
        ii. Detect Function
        iii. Protect Function
        iv. Respond Function
        v. Recover Function
    c. A series of questions from each above topic will be posed. Each question will be rated with the implementation level:
        i. Not implemented
        ii. Just Implementing
        iii. Mainly implemented
        iv. Mostly implemented
        v. Fully implemented

Assess

1. Discovery
    a. SPOC downloads the Discovery spreadsheet from the MYA website.
    b. SPOC and team complete the Discovery and upload to the MYA website.
2. Activity-based Costing Surveys
    a. SPOC downloads the ABC surveys from the MYA website and distributes them to all IT personnel for completion.
    b. IT Personnel work on the spreadsheets (15-20 min) and return to the SPOC who then uploads each to the MYA website.
    c. SPOC then provides MYA with the loaded compensation of all IT employees.
    d. Resultant benchmarks will be used to identify a component of the Security Maturity.
3. Electronic Network Vulnerability Assessments

a. MYA provides the MYA Vulnerability tool to the SPOC for installation and configures for vulnerability studies.
    i. MYA conducts an electronic **network vulnerability assessment of critical infrastructure** from information provided in the Discovery document. (5-6 days)
    ii. MYA conducts an electronic **external vulnerability assessment** on external-facing hosts from information provided in the Discovery. (5-6 days)
    iii. MYA conducts an electronic **internal vulnerability assessment** on internal hosts from information provided in the Discovery. (8-10 days)
    iv. Resultant metrics will be used to identify a component of the Security Maturity.

4. NIST Interviews
    a. MYA conducts 1-hour virtual interviews (5) based on the functions of the NIST Cybersecurity Framework v.1.1 with a team best suited to address each of the sub-control questions.
    b. The level of implementation will be discussed, and evidence (artifacts) collected to support the implementation level.
    c. MYA will then determine the overall maturity of the organization against the function and provide recommendations to improve the maturity and this providing a more secure environment.

Develop

1. At-a-Glance Workbook
    a. MYA Uses the ABC survey and loaded compensation to calculate the overall IT financial service benchmarks including security services.
    b. Benchmarks are used in the overall calculation of the Security Maturity
2. Electronic Assessment Reports
    a. MYA reviews all of the electronic scan results and generates a table of identified vulnerabilities, risk factor and suggested mitigations.
3. NIST Findings
    a. MYA reviews the NIST maturity, calculates risk and provides suggested mitigations.
4. Security Maturity
    a. MYA will utilize data obtained in the Discovery, ABC, Interviews and electronic scanning to arrive at a quantifiable metrics (Security Maturity) that can be used to provide comparisons between the customer and
        i. IT Industry
        ii. Vertical sector
        iii. Peer groups
5. Generate RAG Analysis
    a. MYA will identify some mitigating circumstances and present them to the Sponsor in the form of a Red/Amber/Green analysis:
        i. Red- Significant issue requiring an immediate remediation.
        ii. Amber – An issue requiring resolution but not immediate.
        iii. Green – Represents and acceptable risk
    b. MYA provides a URL to a simple tool that allows the Sponsor to "rate" each issue based upon the above-mentioned RAG conditions and submit to MYA.
    c. The results will be used to establish priority of any transformation objectives.

6. Transformation Objectives
    a. MYA will generate a series of objectives that are designed to mitigate the gap between the identified current security profile and an industry-standard target profile.
    b. Objectives are developed in SMART format;
        i. Specific
        ii. Measurable
        iii. Achievable
        iv. Relevant
        v. Time-bound
    c. Each objective will become part of a Transformation Blueprint.
7. Transformation Blueprint
    a. Each objective will be included in a Gannt chart representing a Transformation Blueprint.
    b. MYA developed the blueprint in pdf format and print format (poster-sized) for presentation.
8. AS-IS/TO-BE Deliverable
    a. MYA develops a poster-sized document depicting the current security profile, transformation objectives and the target profile upon completion of the objectives.
9. Finding Deliverable Report
    a. MYA develops a detailed report of the findings, observations, impacts, risk and risk mitigations for all assessed materials.

Present

1. SPOC schedules the Sponsor/SPOC review of the deliverables.
2. SPOC schedules the Stakeholder review of the deliverables.
3. MYA conducts the Sponsor/SPOC review. (2-hours virtual)
4. MYA conducts the Stakeholder review (1-hour on-site)

Post-Engagement

1. MYA provides the Sponsor with printed and electronic copies of all deliverables.
2. MYA provides the Sponsor with a URL to complete a customer satisfaction survey.
3. Sponsor completes and submits the survey.
    a. Any mitigations are discussed and immediately resolved to the customer's satisfaction.
4. MYA submits a final invoice to <<CUSTOMER>> for payment.
5. MYA provides a shipper for the Network Inspector appliance to the SPOC for return of the device.
6. MYA locks the secure portal to changes.
7. The project is closed.

Deliverables

Item	Description	Format
1	Findings Deliverable	Printed and PDF
2	Electronic Scanning Results	PDF
2	AS-IS/TO-BE Poster	Printed and PDF
3	Transformation Blueprint	Printed and PDF

Assumptions and Customer Responsibilities

Assumptions:

The Company may make certain assumptions while specifying the Services and deliverables detailed in this SOW. It is the Customer's responsibility to identify any incorrect assumptions or take immediate action which will make all of the Company's responsibility to identify any incorrect assumptions or take immediate action which will make all of the Company's assumptions correct. Martin Yarborough & Associates has made the following specific assumptions while specifying the Services detailed in this SOW:

1. If the assumptions used to develop the SOW are found to be incorrect, the parties agree to meet and negotiate, in good faith, equitable changes to the SOW, Service Levels and/or Fee Schedule, as appropriate.
2. The prices for the Services are based on Customer's environment as known by the Company at the time of execution of this SOW. If the volumes, consumption factors or requirements change by plus or -5 (5%) percent, the county will adjust the pricing to reflect these changes.
3. The resources to perform the Services shall be available (including any travel time) Monday through Friday, 8:00 AM to 5:00 PM local Customer time (excluding nationally-observed holidays, based on a forty (40) hour week, unless previously agreed upon between Customer and Company.
4. The Company reserves the right to perform portions of the work remotely according to a schedule mutually agreed to by both Customer and Company.
5. A typical schedule involves working remotely at least one business day per week to complete deliverables and/or any applicable documentation. Additional fees may apply for travel/Services outside of this timeframe.
6. This SOW includes travel to one domestic location(s) within the Continental United States as detailed in this SOW. Any additional travel to other locations is considered out of scope and will require the approval of Customer via the change control process detailed in this SOW.
7. The Company is not responsible for resolving compatibility or other issues that cannot be resolved by the manufacturer or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
8. The Company is not responsible for project or Service delivery delays caused by Customer facility or personnel challenges.
9. Completing transition within the agreed timeframe is contingent upon the Company receiving the necessary Customer information and gaining access to the necessary Customer resources, personnel and facilities in a timely manner.
10. The Company's pricing does not assume the responsibility of any Customer or third-party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.
11. The Company reserves the right to sub- contract portions of all of the requested Services with permission from the Customer.

Not Included with This Service:

1. Any services or activities other than those specifically noted in this SOW.

Customer Responsibilities

Both Customer and Company are responsible for collaborating on the execution of the Services. The Company's responsibilities have been set forth elsewhere in this SOW. Customer agrees generally to cooperate with Company to see that the Services are successfully completed. Customer agrees to the following assigned responsibilities:

1. Prior to the start of this SOW, Customer will indicate to Company in writing a person to be the single point of contact, according to the project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
2. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). The Company may request that meetings be scheduled with Technical Contacts.
3. The Customer Contact will have the authority to act for the Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflict in requirements.
4. The Customer Contact will ensure that any communication between Customer and Company, including any scope-related questions or requests, are made through the appropriate Company Project Manager.
5. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
6. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
7. The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
8. Customer may be responsible for developing or providing documentation, materials and assistance to Company and agrees to do so in a timely manner. Company shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.
9. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
10. Customer will inform Company of all access issues and security measures and provide access to all necessary hardware and facilities.
11. Customer is responsible for providing all hardware, software, telephone Internet access, and facilities in a timely manner for the successful completion of the Services. Facilities and power must meet Company's requirements for the products and Services purchased.
12. Customer agrees to complete a customer satisfaction survey.

Change control process

- The "Change Control Process" is the process that governs changes to the scope of the Services during the term of this SOW. The Change Control Process will apply to new Services components and to enhancements of existing services.
- A written "Change Order" will be the vehicle for communicating any desired changes to the Services. It will describe the proposed changes to the Services scope, pricing, resources, tasks, and deliverables; the reason for the change; related assumptions and Customer responsibilities; and the schedule and price impacts of the change. The Company Project Manager will draft the Change Order document based on discussions with Customer and Company team. Only changes included in a Change Order signed by both Customer and Company will be implemented.
- In some cases, a Change Order will authorize Company to study the impacts of proposed change will have in terms of required changes to Services scope, schedule, and price. If, upon completion of the study, Customer agrees to proceed with an identified scope change, the Company Project Manager will draft a separate Change Order to detail the specifics associated with that change.

Martin Yarborough & Associates Personnel Skills and Qualifications

The Company, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services. Customer understands that Company resources may include employees of Company and/or a service provider or subcontractor to Company. Company personnel may work on-site at Customer location or off-site inside at a Company or other location as determined by the needs of the Services and by specific agreement of the Customer project manager. Company has identified the following initial resource levels for these Services. Key responsibilities for the resources are identified below.

Martin Yarborough

Career Summary

For three decades Martin Yarborough has been involved in public education as a teacher, Director of Technology, Dean of Technology, Chief Technology Officer, and lastly, as the Chief Information Officer of the Fort Worth Independent School District, the fourth largest school district in Texas. This life-long Texan and seasoned educational professional received his Masters' degrees in Educational Administration and Curriculum and Instruction from Tarleton State University in Stephenville Texas and Bachelors' degrees in Chemistry and Biology from the same institution with doctoral work in Instructional Technology from the University of North Texas and Northern Illinois University.

Recognizing the potential of technology as a teaching and learning tool, Mr. Yarborough brought the Glen Rose public schools into educational technology prominence in 1982 by implementing the very first district-wide fiber-optic LAN in Texas, thus beginning a life-long love affair with educational technology that exists to this day. An innovator in implementing cutting edge, efficient technology into schools, Martin was among the first to implement voice over IP into classrooms, provide teachers with corporate-style email, develop a project-management practice to oversee large-scale, district-wide technology implementations, and incorporate extensive use of distance learning and professional development into public school classrooms.

His experience extends into application software development as well as management of large implementations of PeopleSoft, Computer Associates, and Microsoft deployments to include ERP products, network monitoring tools, email systems, K-12

ERATE, and portal environments. Martin was instrumental in the establishment of a comprehensive data warehouse and longitudinal data system for the Fort Worth public schools incorporating all benchmark and other testing data with student demographics in a SharePoint environment for access by faculty and staff through portal technologies.

Mr. Yarborough is a sought-after speaker on topics ranging from better efficiencies through assessments and educational practices as well as cybersecurity and disaster recovery.

Areas of Expertise

- **End User Computing** and client deployment strategies to include workstation management, output devices, and messaging practices (e-mail, instant messaging, voicemail, and fax).
- **Data Center Analysis and Design** to include server and server platforms including virtualization, storage (SAN, NAS and DAS), facilities management, backup/restore practices, and disaster recovery.
- **Application Enablement** to include business ERP, enterprise application software, software development lifecycles.
- **Security and Vulnerability** to include intrusion detection, account management and security assessments.
- **Services Management** to include service desk operation, change management practices, release management practices, problem management, and incident management. **Specialist in Business Impact Studies, Risk Analysis and Disaster/Recovery Planning.**

Project Experience

- **Medium City Government –** Conducted an IT Assessment and facilitated a strategic plan to expand the IT program to accommodate a large sporting event venue to be constructed within the city limits.
- **Large Professional Organization in California –** Facilitated a state-wide strategic plan for a large organization of IT professionals
- **Large Educational Service Center in California -** Served as Senior Consultant in the Disaster/Recovery planning development. The 6 week engagement resulted in a comprehensive metric identification practice through the evaluation of a Business Impact Analysis, Risk Assessment and Application Analysis. The evaluation led to the implementation of a Disaster/Recovery program for the organization to span 16 weeks.
- **Medium Utility District in Florida -** Served as Senior Consultant in the Disaster/Recovery planning development. The 8 week engagement resulted in the development of 8 application recovery plans, a server recovery program, a network recovery plan and a telecommunication program.
- **Medium Univerity in Texas –** Served as Senior Consultant in the Disaster/Revovery planning development. The 6 week engagement resulted in a comprehensive metric identification practice through the evaluation of a Business Impact Analysis, Risk Assessment and Application Analysis. The evaluation led to the development of an Educational Contingency Plan as well as a DR/BC plan for the college.
- **Large public school district in Virginia** – Served as project manager on an enterprise assessment making 15 actionable recommendations which resulted in a complete re-design of the service desk environment and desktop support. Six transformational follow-on engagements ensued.
- **Large public transportation company in South** – Served as Project Directory on an assessment to review plans for a secondary disaster/recovery site for the largest roadway project in Texas. The results were detailed recommendations for implementing a self-contained data center that could temporarily be located in a remote location and moved in the event of a disaster. The assessment engagement led to data center consolidation and transformation opportunities.
- **Large public school district in South** – Provided project leadership on the largest assessment to date of the second largest school district in Texas. The new CIO was struggling making decisions and putting business cases together to request additional budget. A complex, custom assessment was developed with intent to review budget, hardware and services in preparation for an ITO proposal. The result was praised by the CIO, CFO and Superintendent and the adoption of the assessment by the School Board serving as the basis for an on-going strategic planning effort.
- **Medium school district in the Heartland** – Worked with the superintendent of schools to conduct an extensive Educational Assessment. Results included recommendations to move ERP, Messaging and Network Services to a cloud delivered model. The district retained my services for a 24-month period to assist the organization in implementing the recommendations. I established a comprehensive PMO Framework and trained the staff on project management during the implementation. The result was a complete data center transformation. This was an acquisition account for my company and as a result of the relationships I established, they have been one of the highlights of this past year. The organization was selected as a case study. This included the pm of a GroupWise/Exchange migration, conversion from Novell to MS Active Directory,

implementation of video conferencing as well as several staff augmentations using 3rd party vendors to assist in the implementation of an extensive wireless network.

- **Medium school district in the Heartland** – Conducted a 4 week assessment of the IT Enterprise to include end-user computing, services management, data center operations and security and vulnerability. Identified 15 core initiatives and provided an operational roadmap for remediation. The result was an 18-month staff-augmentation as the interim CIO engaged to implement the suggested
- initiatives. The first step was the development of a PMO framework and staff training to implement the PMO.
- **State Government** – Conducted an enterprise technology assessment focusing on Administrative Applications, Web Operations and IT Infrastructure and Operations. Identified 12 core initiatives for transformation and submitted statements of work to deliver the transformational consulting. This included extensive leadership augmentation.
- **Large school district in South** – Fort Worth Texas – Provided the leadership to conduct an evaluation of ERP and Student Information Systems for transformation of the accounting practices of the district. Supervised the bidding and procurement process for the business ERP environment and let the implementation and migration practice for the successful implementation of Tyler Technologies MUNIS program.
- **Large school district in South** – Served in an interim CIO capacity to project manage a "botched" PeopleSoft implementation. I was able to bring the payroll system into compliance in less than 3 months and implement the benefit system.
- **Large school district in South** – Served as project manager for the conversion of a legacy ERP to a full PeopleSoft implementation. This involved the hiring of technical/functional consultants, procurement of equipment including bidding and supervising staff during this phase. The effort resulted in a successful implementation in less than 6 months of Financials/HR/Benefits and Payroll including self-service.
- **Large municipal government in South** – Conducted an enterprise technology infrastructure assessment. Engagement spanned 12 weeks of effort. Identified 14 core initiatives for improvement. Developed extensive roadmap for implementation. Follow-on included the implementation of a full-scale PMO and the training of staff to utilize the PMO framework as well as Novel Microsoft conversions and data center transformations.
- **Large school district in West** – Evaluated infrastructure capacity leading toward 15 week engagement for an enterprise technology infrastructure assessment. Worked with technology staff to identify 12 primary initiatives toward improvement of core infrastructure to include end user management, service management, data center operations and security. Effort resulted in a storage transformation and key network transformations.
- **Large school district in South** – Worked with Superintendent and CIO to implement a comprehensive infrastructure assessment. Effort spanned 15 weeks and resulted in the development of 15 core initiatives focusing on data center, end-user and service management.
- **Large University in South** – Conducted a readiness assessment of classroom multimedia infrastructure. Effort resulted in an organizational re-design and re-organization to consolidate siloed IT programs into a centralized IT department and let to extensive consulting engagements post-ITSA.
- **Large University in West** – Conducted an enterprise technology assessment focusing on Administrative Applications, Web Operations and IT Infrastructure and Operations. Identified 15 core initiatives for transformation and submitted statements of work to deliver the transformational consulting. This included extensive leadership augmentations, ITIL training and data center transformation.
- **Medium University in South** – Served as project manager on an ERP/Student Information conversion from a legacy mainframe system to a Unix platform running on Alpha processors. Conversion took 4 months plus another 3 months to convert over 1MM transcript records into the new format. Conducted University-wide staff development to faculty and staff on the use of the new ERP/SIS environment and established process and procedure for the management of the system.

Professional Qualifications

Education

- B.S. Biology, Tarleton State University, 1979
- B.S. Chemistry, Tarleton State University, 1979
- M.Ed. Education Administration, Tarleton State University, 1990.
- Ph.D Instructional Technology, Northern Illinois University, 2001

Certifications

- Lifetime Teaching Certificate, Texas, 1979

- Mid-Management Administrative Certificate, Texas, 1990
- Superintendent Certificate, Texas, 1990
- PMP, 2007
- ITIL v.3, 2008
- TOGAF v.9, 2011

Presentations and Publications

- T.H.E. Journal Publication – Author… "A Journey Across the Fiber", 1984.
- Educause Presentation – Speaker …"Assessment for Efficiency", 2008.
- ISTE Presentation – Keynote… "Designing a Better Educational Data Center", 1996.
- TechSig Presentation – Keynote… "Outsourcing Data Center Practices", 1992.
- SETL Presentation – Keynote… "Why Assessments Work", 2010.
- ATLE Presentation – Keynote…"How to Increase Efficiency in your Data Center", 2011.
- ASCD Presentation – Speaker…"Integrating classroom computers in to the curriculum", 1996.
- MISA Presentation – Keynote…"Creating a climate of Efficiency in the Data Center", 2013.
- SETL Presentation – Facilitator … "Cloud Computing and BYOD", 2013

Termination

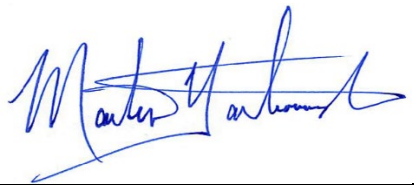
Customer may terminate this SOW for convenience upon providing Company with thirty (30) days written notice. Upon any termination of this SOW or the associated Agreement, Customer shall pay all of Company's unpaid fees and out-of-pocket expenses accrued to the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remediated for fifteen (15) days, Company may suspend its performance until payment is received or terminate this SOW and the associated Agreement upon written notice.

Pricing

Pricing is provided as a fixed fee. Any travel costs or cost for developing findings is included.

Signature and Acceptance

By signature below, Customer and Martin Yarborough and Associates acknowledge and agree to this statement of work (SOW).

	
Client Contact Signature	*Martin Yarborough and Associates Contact Signature*
	Martin Yarborough
Printed Name	*Printed Name*
	Principal Consultant
Title	*Title*
	Martin Yarborough and Associates LLC
Company Name	*Company Name*
	November 17, 2020
Date	*Date*

Please fax a copy of your Purchase Order and this signed SOW (with all pages in full) to 1-817-887-3371.

Quote

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