

Complete this form and submit it to the Office of the President by 5:00 pm on the eleventh day before the following Tuesday meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version *as long as you follow the format specified below*.

Date of Board Meeting: March 31, 2020

Date of This Proposal: March 18, 2020

SUBJECT (item as it will appear on agenda):

Approve the transfer from the MIS Plant Fund of \$35,000 for Columbia Advisory Group (CAG) to perform a Vulnerability Assessment and Policy Assessment of Wharton County Junior College.

RECOMMENDATION:

Approve the transfer from the MIS Plant Fund of \$35,000 for Columbia Advisory Group to perform both a Vulnerability Assessment and a Policy Assessment in order for the college to be compliant to new legislation that requires the college to be Texas Administrative Code (TAC) 202 compliant. The funds requested also provide for travel expenses of CAG staff.

BACKGROUND/RATIONALE:

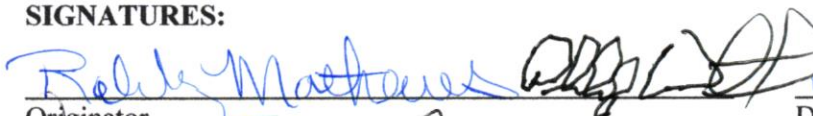
Expert knowledge is required to bring the college into TAC 202 compliance. This is a result of new legislation that has not been applicable to community colleges in the past. Columbia Advisory Group has performed similar assessments recently for a number of Texas community colleges including Texarkana College, McLennan College, Del Mar College, North Central Texas College, Tyler Jr College, Hill College, Lee College, Temple College, and are in process with Cisco College.

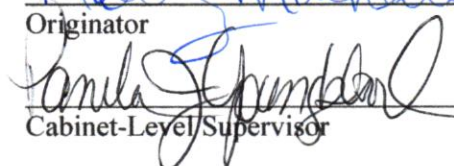
Estimated Cost and Budgetary Support (how will this be paid for?): \$35,000.
Transfer from the MIS Plant Fund

RESOURCE PERSON(S) [name(s) and title(s)]:

Robby Mathews, Director of Cyber Security
Philip Wuthrich, Director of Purchasing
Pamela J. Youngblood, Vice President of Technology

SIGNATURES:

 03/18/2020
Originator Date

 3/18/2020
Cabinet-Level Supervisor Date

PRESIDENT'S APPROVAL:

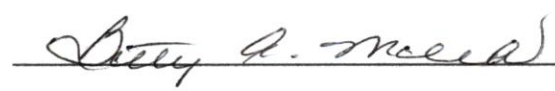
 3-20-20
Date

Exhibit A – Vulnerability Assessment

April 1st, 2020

This Exhibit (the “Exhibit”) is executed as of April 1st, 2020 between Columbia Advisory Group, LLC (“Columbia Advisory Group” or “CAG”), and Wharton County Junior College (“Client”) and is subject to the terms and conditions of the E&I Cooperative Contract # CNR01469.

Exhibit A - Statement of Work for Wharton County Junior College

- I. Effective Date; Term: The term of this Exhibit shall commence as of April 1st, 2020 (the “Effective Date”) and shall continue to April 1st, 2021. The term of this Exhibit shall have the option to renew upon written agreement by both parties for one (1) additional one-year term, unless terminated earlier as provided within terms of contract.
- II. Exhibit A – Columbia Advisory Group and Client agree and acknowledge that this Exhibit A represents a good faith effort to identify the Services to be provided, and the scope of work constituting the Services. If during the course of this engagement additional tasks or responsibilities are required and/or requested by the Client to be added to the Services, both parties will the change procedures in Section V below.
- III. Scope of Work (a) – The purpose of this Exhibit is to provide the Client with an initial Security Assessment. CAG will provide such services, with the scope as described below (the “Services”).

Security Assessment - CAG will conduct the following tasks for this assessment:

- Security scans of outside-facing Public IP’s associated with firewalls or any network entry points
- Security scans of internal servers, network devices and targeted workstations
- Web application testing to include any customer-facing or internet-facing websites
- Security assessment of Email and Active Directory services
- Review Antivirus and Workstation/Server Patch Reports
- Review firewall, router, wireless LAN controller and switch configurations to determine if the device is adequately locked down
- Physical security assessments to determine if network devices and servers are adequately secured

The assessment report shall identify vulnerabilities within the environment and recommend actions on how to remediate or mitigate the vulnerability.

- IV. Special Projects or Add on Services – Columbia Advisory Group will provide separate Statements of Work to support any special project or additional service needs that Client may express that are beyond the scope of the Services defined hereinabove.
- V. Scope Changes - The Scope of Work is defined as the requirements to be performed by Columbia Advisory Group. Based on the Scope of Work, Columbia Advisory Group is able to estimate the time, resource needs, and cost of that engagement. If the Scope of Work changes at any point during the term of this Exhibit, Columbia Advisory Group will need to adjust the time and resources assigned to the engagement, resulting in an increased or decreased cost to the Client. If a change

to the Scope of Work is requested by Client during the delivery of the engagement, Columbia Advisory Group will provide Client with a time and cost estimate for the new scope via a Change Order form or separate Statement of Work. Client will have the final determination as to which scope changes should be completed by Columbia Advisory Group and which should be postponed to a later date or altogether dismissed. No changes in scope will be accommodated unless the Client has approved the change and any potential increase in schedule and cost in writing.

VI. Fees for Services. Fees are as outlined below.

a. Initial Information Security Assessment (Scope of Work (a))

i. Consulting services: \$14,850.

VII. Expenses. Client shall provide travel expenses (e.g., transportation, lodging and food) incurred in connection with the performances of Services, provided that all are appropriately documented.

VIII. Assumptions - The following assumptions apply. Any changes to these assumptions will result in a scope change under Section V above.

- a. Columbia Advisory Group will have access to Client’s operating documents relevant to the Services;
- b. Client is responsible for making key individuals available to Columbia Advisory Group to conduct meetings, forums, conference calls and presentations with respect to the Services;
- c. Client personnel will be sufficiently dedicated to the engagement so as to make achieving assigned tasks and responsibilities feasible and reasonable within the constraints of the Exhibit;
- d. The scope of the Services is as defined in this Exhibit, or as subsequently adjusted by formal written mutual agreement between Client and Columbia Advisory Group;
- e. A clear escalation process will be established and agreed upon prior to engagement kick-off;
- f. Client is responsible for providing all hardware, software and systems for Client’s IT environment, other than the IT tools provided and used by CAG to deliver the Services; and
- g. The total price of \$14,850. for Information Security Assessment (Scope (a)) is subject to change to reflect changes in scope and requirement following procedures noted in Section V, Scope Changes.

IX. Primary Contacts. – Client agrees that the individuals listed below have full authority to direct and provide feedback relating to the Services described in this Exhibit, including, but not limited to, the ability to execute a Change Order and other authorizations relating to the Services.

WHARTON COUNTY JUNIOR COLLEGE	COLUMBIA ADVISORY GROUP
Pam Youngblood Vice President of Information Technology	Stephen Erwin Senior Vice President & CTO
pamy@wcjc.edu (979) 532 - 6542	serwin@columbiaadvisory.com (214) 263 – 2317
Wharton County Junior College 911 E Boling Highway Wharton, Texas 77488	Columbia Advisory Group, LLC 17950 Preston Road, Suite 380 Dallas, Texas 75252

X. Additional Terms. – the following additional terms apply to this Exhibit:

1. CAG will be operating under the direction of Client. As part of the Services, CAG may make recommendations and provide advice to Client as part of the Services, but decision and direction will reside with Client.
2. CAG will ensure that Services provided to Wharton County Junior College are in compliance with applicable State of Texas Administrative Code (TAC) 202 standards, PCI security standards, and/or other applicable standards such as FERPA, copyright laws. Additionally, CAG will make commercially reasonable efforts to comply with the Wharton County Junior College's applicable rules and standard administrative procedures, provided that such rules, procedures, policies and regulations are provided to CAG in writing.
3. With Client approval, CAG may modify delivery team as needed and adjust pricing accordingly.
4. Client agrees that CAG's entire liability to Client under this Agreement, for any cause of action, shall in the aggregate be limited to the lesser of (i) the cost of correction or replacement by CAG of, or (ii) CAG's charges applicable to, the specific Schedule(s) under this Agreement for the specific services, systems, programs, documentation, equipment, or Deliverables which are the subject of the alleged claim.
5. In no event shall either party be liable in connection with this agreement for any lost profits or indirect, special, putative, exemplary or consequential damages, no matter how arising, even if such party has been advised of the possibility of such damages.
6. This Exhibit is performed under the Terms and Conditions of the E&I Cooperative Contract #CNR01469.
7. Executed by the parties as of the Effective Date set forth above.
8. Assessment deliverables will include:
 - Summary of Assessment with analysis
 - Security Assessment Vulnerability Scan results and analysis

Except as amended by this Exhibit, all other terms and conditions of the Agreement remain in effect.

Wharton County Junior College:

Columbia Advisory Group, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit B – Policies Assessment
April 1st, 2020

This Exhibit (the “Exhibit”) is executed as of April 1st, 2020 between Columbia Advisory Group, LLC (“Columbia Advisory Group” or “CAG”), and Wharton County Junior College (“Client”) and is subject to the terms and conditions of the E&I Cooperative Contract # CNR01469.

Exhibit B - Statement of Work for Wharton County Junior College

- I. Effective Date; Term: The term of this Exhibit shall commence as of April 1st, 2020 (the “Effective Date”) and shall continue to April 1st, 2021. The term of this Exhibit shall have the option to renew upon written agreement by both parties for one (1) additional one-year term, unless terminated earlier as provided within terms of contract.
- II. Exhibit B – Columbia Advisory Group and Client agree and acknowledge that this Exhibit A represents a good faith effort to identify the Services to be provided, and the scope of work constituting the Services. If during the course of this engagement additional tasks or responsibilities are required and/or requested by the Client to be added to the Services, both parties will the change procedures in Section V below.
- III. Scope of Work (a) – The purpose of this Exhibit is to provide the Client with an initial Security Assessment. CAG will provide such services, with the scope as described below (the “Services”).

Information Security Assessment - CAG will conduct the following tasks for this assessment:

- Review Current Security Practices as provided:
 - Policies, and Rules, and Controls Toolsets and Procedures in place
 - Responses to a Security Questionnaire
 - Previous Audit Results
- Tour of the Facilities
- Client Interviews and Meeting with key team members.
 - CIO
 - Security Manager
 - Infrastructure Manger
 - Support Services Manager
 - Development Manger
 - PMO Manager

The assessment report shall identify vulnerabilities within the environment and recommend actions on how to remediate or mitigate the vulnerability.

- IV. Special Projects or Add on Services – Columbia Advisory Group will provide separate Statements of Work to support any special project or additional service needs that Client may express that are beyond the scope of the Services defined hereinabove.
- V. Scope Changes - The Scope of Work is defined as the requirements to be performed by Columbia Advisory Group. Based on the Scope of Work, Columbia Advisory Group is able to estimate the time, resource needs, and cost of that engagement. If the Scope of Work changes at any point

during the term of this Exhibit, Columbia Advisory Group will need to adjust the time and resources assigned to the engagement, resulting in an increased or decreased cost to the Client. If a change to the Scope of Work is requested by Client during the delivery of the engagement, Columbia Advisory Group will provide Client with a time and cost estimate for the new scope via a Change Order form or separate Statement of Work. Client will have the final determination as to which scope changes should be completed by Columbia Advisory Group and which should be postponed to a later date or altogether dismissed. No changes in scope will be accommodated unless the Client has approved the change and any potential increase in schedule and cost in writing.

VI. Fees for Services. Fees are as outlined below.

- a. Initial Information Security Assessment (Scope of Work (a))
 - i. Consulting services: \$15,750.

VII. Expenses. Client shall provide travel expenses (e.g., transportation, lodging and food) incurred in connection with the performances of Services, provided that all are appropriately documented.

VIII. Assumptions - The following assumptions apply. Any changes to these assumptions will result in a scope change under Section V above.

- a. Columbia Advisory Group will have access to Client’s operating documents relevant to the Services;
- b. Client is responsible for making key individuals available to Columbia Advisory Group to conduct meetings, forums, conference calls and presentations with respect to the Services;
- c. Client personnel will be sufficiently dedicated to the engagement so as to make achieving assigned tasks and responsibilities feasible and reasonable within the constraints of the Exhibit;
- d. The scope of the Services is as defined in this Exhibit, or as subsequently adjusted by formal written mutual agreement between Client and Columbia Advisory Group;
- e. A clear escalation process will be established and agreed upon prior to engagement kick-off;
- f. Client is responsible for providing all hardware, software and systems for Client’s IT environment, other than the IT tools provided and used by CAG to deliver the Services; and
- g. The total price of \$15,750. for Information Security Assessment (Scope (a)) is subject to change to reflect changes in scope and requirement following procedures noted in Section V, Scope Changes.

IX. Primary Contacts. – Client agrees that the individuals listed below have full authority to direct and provide feedback relating to the Services described in this Exhibit, including, but not limited to, the ability to execute a Change Order and other authorizations relating to the Services.

WHARTON COUNTY JUNIOR COLLEGE	COLUMBIA ADVISORY GROUP
Pam Youngblood Vice President of Information Technology	Stephen Erwin Senior Vice President & CTO
pamy@wcjc.edu (979) 532 - 6542	serwin@columbiaadvisory.com (214) 263 – 2317
Wharton County Junior College 911 E Boling Highway Wharton, Texas 77488	Columbia Advisory Group, LLC 17950 Preston Road, Suite 380 Dallas, Texas 75252

X. Additional Terms. – the following additional terms apply to this Exhibit:

1. CAG will be operating under the direction of Client. As part of the Services, CAG may make recommendations and provide advice to Client as part of the Services, but decision and direction will reside with Client.
2. CAG will ensure that Services provided to Wharton County Junior College are in compliance with applicable State of Texas Administrative Code (TAC) 202 standards, PCI security standards, and/or other applicable standards such as FERPA, copyright laws. Additionally, CAG will make commercially reasonable efforts to comply with the Wharton County Junior College's applicable rules and standard administrative procedures, provided that such rules, procedures, policies and regulations are provided to CAG in writing.
3. With Client approval, CAG may modify delivery team as needed and adjust pricing accordingly.
4. Client agrees that CAG's entire liability to Client under this Agreement, for any cause of action, shall in the aggregate be limited to the lesser of (i) the cost of correction or replacement by CAG of, or (ii) CAG's charges applicable to, the specific Schedule(s) under this Agreement for the specific services, systems, programs, documentation, equipment, or Deliverables which are the subject of the alleged claim.
5. In no event shall either party be liable in connection with this agreement for any lost profits or indirect, special, putative, exemplary or consequential damages, no matter how arising, even if such party has been advised of the possibility of such damages.
6. This Exhibit is performed under the Terms and Conditions of the E&I Cooperative Contract #CNR01469.
7. Executed by the parties as of the Effective Date set forth above.
8. Assessment deliverables will include:
 - Information Security Program Template
 - Information Security Plan Template
 - Institution Risk Register Template

Except as amended by this Exhibit, all other terms and conditions of the Agreement remain in effect.

Wharton County Junior College:

Columbia Advisory Group, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____