

Agenda
Tuscola County Board of Commissioners
Committee of the Whole – Monday, October 23, 2017 – 8:00 A.M.
HH Purdy Building - 125 W. Lincoln, Caro, MI

Finance
Committee Leaders-Commissioners Kirkpatrick and Bierlein

Primary Finance

- 1. Potential Dental Clinic Update (See A)**
- 2. Transfer of \$300,000 from Capital Improvement Fund to Jail Capital Fund**
- 3. Closing Department of Health and Human Services and CCAB Funds**
- 4. Proposal from Company Making Plat Books**
- 5. Personal Interpreter Services (See B)**
- 6. Cyber Wireless County Liability**
- 7. Third Party Security Audit for FOC by MGT - include in 2018 County Budget (See C)**
- 8. Family Court Contract with ISD (See D)**
- 9. Chief Accountant Status**
- 10. Position Succession Planning**

On-Going and Other Finance

- 1. MREC Meeting at ISD – 11/13/17**
- 2. Next Jail Planning Committee Meeting 12/6/17**
- 3. Joe Bixler New Role with MSU-e - 11/6/17**
- 4. 2018 County Budget Development – First Draft for 10/23/17 Meeting**
- 5. Vassar EDC/TIFA**
- 6. Tuscola Area Airport Information**
- 7. Continue Review of Road Commission Legacy Costs**
- 8. Indigent Defense Plan**

Personnel
Committee Leader-Commissioner Bardwell

1. Animal Control

On-Going and Other Personnel

- 1. Reporting Relationship (Nepotism Policy)**
- 2. Union Negotiations Wage Survey**
- 3. Initiate Turnover and Wage Survey to Minimize Vulnerability to Loss of Critical Positions**
- 4. Update Personnel Policies with Federal Changes such as ACA, Exempt/non-Exempt**
- 5. Review Re-Establishment of Judicial Committee Meetings**
- 6. Review Formation of Quarterly Meetings with Senior Leaders and Road Commissioners**
- 7. Method to Communicate County Concerns to State Senator and Representative**
- 8. Court Wage Change Request**

Building and Grounds
Committee Leaders-Commissioners Young and Vaughan

Primary Building and Grounds

1. Vanderbilt Park Improvements Update

On-Going and Other Building and Grounds

1. Jail Plumbing Update
2. Recycling Relocation Next Steps
3. Update 10 Year Capital Improvement Plan
4. Continue Work with Jail Planning Regarding Potential Jail Renovation and Additional Jail Bed Space for Holding Cells and Potential Revenue Generation
5. Fire Safety Planning
6. Security/Safety Committee – Methods to Enhance Security – Next Steps

Other Business as Necessary

1. Former Vassar Foundry
2. Dairy Farmers of America – Cass City
3. Dispute with Wind Companies Tax Tribunal
4. Caro Dam
5. Airport Authority
6. Dispatch Authority Pager Issue
7. Michigan Economic Development Corporation
8. Cass River Greenways

Public Comment Period

mhoagland@tuscolacounty.org

From: Ann Hepfer <ahepfer@tchd.us>
Sent: Thursday, October 19, 2017 2:19 PM
To: mhoagland@tuscolacounty.org
Subject: Dental

Hi Mike,

I have spoken with a couple of dental clinics and I had Clayette and Deb Cook attend a conf. call yesterday with St. Clair county dental to answer some IGT questions we had. I believe all of our questions are answered not a difficult process at all for the IGT pass through. Where are we at with the Dental contracts?

If the state does not come through with the IGT the health department will be required to provide it. I will need ask for a reserve fund set up to ensure that the money would be available for that transfer every quarter. The health department does not have that reserve at this time, so I would be asking the commissioners for it, \$75,000 is what we believe would be a reasonable amount to have aside to start with. It could be as high as \$150,000 down the road if services were at their highest. I doubt that would happen when we looked at other clinics of our size. This amount is based on the number of Medicaid claims that the dental clinic bills for. Clayette was on the call with us yesterday, and she can explain how it works it also. I would be asking for \$75,000 from the county to be sitting in a reserve fund to be used only for the required IGT. The first year we may never need to use it if the State comes through with the IGT, if not then we would be required.

Ann Hepfer

Health Officer for:

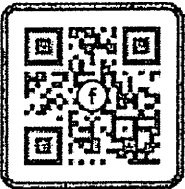
Tuscola County Health Department

1309 Cleaver Rd
Suite B,
Caro, MI 48723
Phone: 989-673-8117
Fax: 989-673-7490

Huron County Health Department

1142 S. Van Dyke Rd
Bad Axe, MI 48413
Phone: 989-673-8117
Fax 989-269-4181

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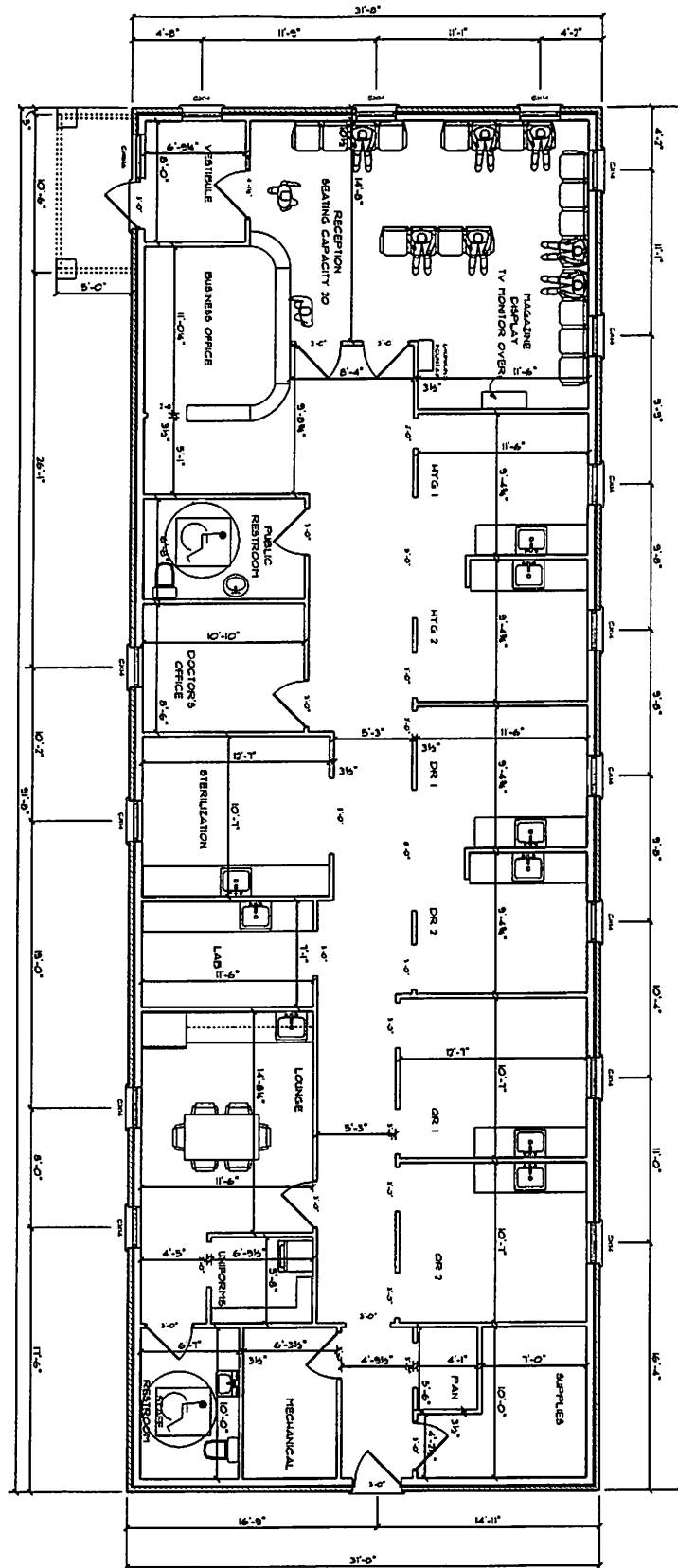
Like HCHD on Facebook:



When you arise in the morning, think of what a privilege it is to be alive: to breathe, to think, to enjoy, to love. –Marcus Aurelius

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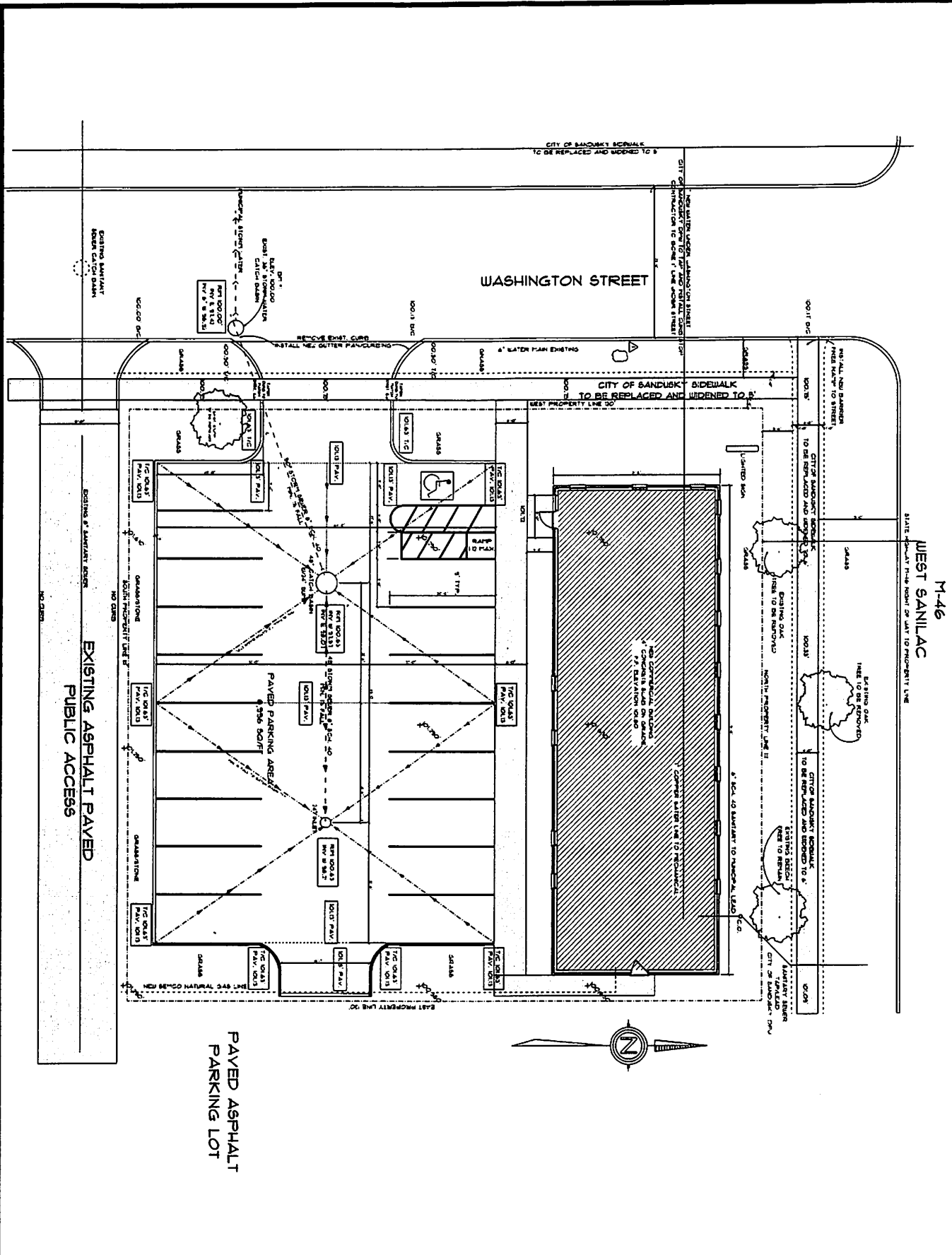
FLOOR PLAN

GENERAL CONTRACTOR
 STONE BUILDERS LLC
 665 S. SANDUSKY RD.
 SANDUSKY MICHIGAN 48471
 PH: 810-648-8209

DESIGN ENGINEER
 WILLIAM R. HOGAN P.E.
 NO. 40044
 1934 NEWMAN
 TRENTON, MI. 48183
 PH: 734-341-7118

OWNER:
 TDC ENDEAVOR ONE, LLC
 415 W SANILAC RD
 SANDUSKY, MI 48471

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SITE PLAN
 C-1

mhoagland@tuscolacounty.org

From: Clayette Zechmeister <zclay@tuscolacounty.org>
Sent: Friday, October 20, 2017 11:44 AM
To: Mike Hoagland; Mike Miller; Amy Gierhart; Caryn Michalak; Jodi Fetting; Sandra Nielsen; Kim Glaspie; Sheila Long; Robert Mantey; Angie Daniels; Sandra Erskine; Eean Lee; Linda Strasz; Joe VanAuken; Kim Green; Nancy Thane; Mark Reene; John Bishop; Glen Skrent; Robert Baxter; Rebecca Turner; pat donovan; Matt Bierlein; Craig Kirkpatrick; Thomas Bardwell; Tom Young; Kim Vaughan
Subject: LEP Policy creation

The Federal Assistance Tuscola County receives for many programs are requiring us to adopt a new policy for LEP (Limited English Proficiency)
We are currently working on language for a policy to adopt.

I would appreciate your input on what your offices are currently doing in regards to a client or citizen that has limited English proficiency.

Our goal is to ensure that persons with LEP have meaningful access to County programs and activities. We understand the courts actually have to bring Personal Interpreters for proceedings, but this will cover other offices that may be confronted with the immediate access to interpreter services over the phone. Please review the information in the provided link I received from the Health Department and see if this could work for your department or let me know what you have in place to address this situation if it has ever to happened in your area.

<https://www.language.com/interpreting/personal-interpreter>

Your input will greatly be appreciated,
Clayette

--

Clayette A. Zechmeister
Chief Accountant, Tuscola County
125 W Lincoln St, Suite 500
Caro, MI 48723
zclay@tuscolacounty.org
voice 989-672-3710
fax 989-672-4011

Visit us Online for County Services @ www.tuscolacounty.org

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[Login to Your Account](#)



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Start an account now. Once your account is set up, you will receive an immediate email with your unique PIN. Easily connect to an interpreter through this simple process:

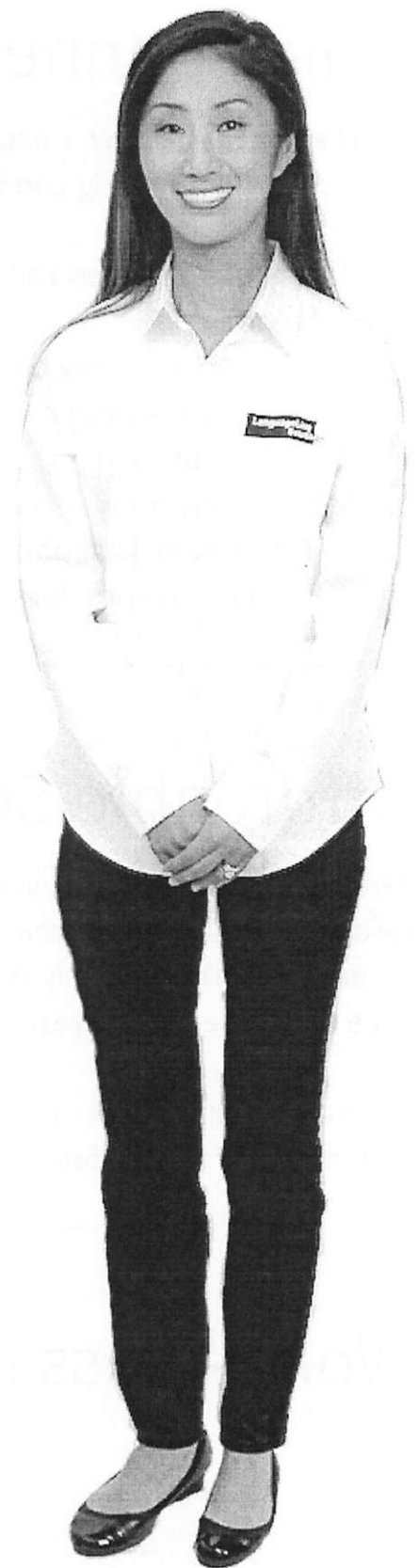
1. Dial the provided toll-free number (or direct-dial number if calling outside of North America)
 2. Enter your assigned eight-digit PIN
 3. Request the language needed
 4. In seconds, begin the interpreting session
 5. The interpreter can even dial a domestic or international to conference in a third party
 6. If in person, lace phone on speaker or pass handset back and forth
 7. Hang up to complete the call
-

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Personal Interpreter is available for only \$3.95 per minute, conveniently billed to your credit card. Your account information and call duration for billing will be collected via our automated secure platform. You only pay for the minutes you use and you will only be billed for minutes once a qualified interpreter is reached.

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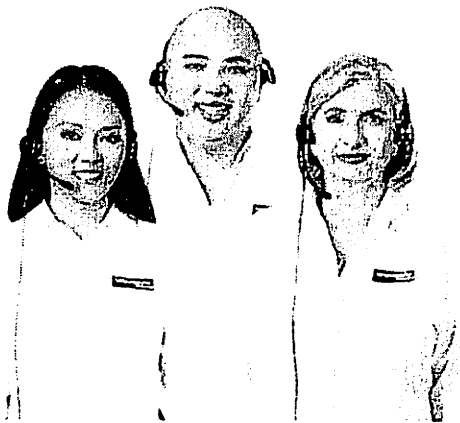
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CONSULTING SERVICES AGREEMENT

**By and Between
Tuscola County, Michigan
and
MGT of America Consulting, LLC**

THIS AGREEMENT is made this _____ day of _____ 2017, by and between Tuscola County, Michigan ("Client"), and MGT of America Consulting, LLC, a Florida company ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services").

1.1 Scope of Services

MGT shall provide a cyber security assessment in accordance with the proposal submitted to the Client dated September 20, 2017 which has been incorporated into this agreement as Exhibit A.

2. Compensation.

For its work under this Agreement, MGT shall be paid the following fixed fees as set out in Exhibit A:

\$ 3,700 for the initial January 31, 2018 EGrAMS Report

\$ 42,180 for the Security Risk Assessment Report

2.1 Invoicing

MGT will render to Client one invoice for \$ 3,700 upon delivery of the January 31, 2018 EGrAMS report.

MGT will render to Client one invoice for \$ 42,180 upon delivery of the Security Risk Assessment Report.

Invoice payment will be due thirty (30) days after submission.

3. Additional Services.

Additional services may be provided to the Client as requested by the Client. Any request for additional services will be made in writing, will include a detailed scope of work, will be signed by each party, and will be included as an amendment to this agreement.

Additional services will be billed at an hourly rate of \$ 185.00 per hour. MGT will invoice client monthly for any additional services, with payment due 30 days after each submission unless otherwise identified in the mutually agreeable scope of work.

4. Term and Termination.

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates) for Services performed, plus expenses incurred, prior to termination.

5. Independent Contractor Status

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

6. Project Managers

Tony Martinez shall serve as Principal in Charge for point of contact and overseeing quality control for MGT under this Agreement.

Eean Lee shall serve as Project Managers and point of contact for Client under this Agreement.

By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

7. Miscellaneous

7.1. No Continuing Waiver

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

7.2. Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

7.3. Subcontracting and Assignment.

MGT may use subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

7.4. Interpretation, Venue, and Severability.

This agreement shall be construed, interpreted, and enforced in accordance with Michigan law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought in the Michigan state court having jurisdiction.

7.5. Prior Performance.

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

7.6. Notices.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows

If to MGT:

MGT of America Consulting, LLC.
Attn: Tony Martinez
2343 Delta Road
Bay City, Michigan 48706

If to Client:

Tuscola County
Attn: Eean Lee
125 W. Lincoln Street
Caro, MI 48723

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

TUSCOLA COUNTY, MICHIGAN

MGT of AMERICA CONSULTING, LLC

By: _____

By: 

Name: _____

Name: J. Bradley Burgess

As its: _____

As its: Senior Vice President

Address: _____

Address: 2343 Delta Road

City/State/Zip: _____

City/State/Zip: Bay City, MI 48706

Date: _____

Date: 10-20-2017

FEID: _____

FEID: 81-0890071

EXHIBIT A – INDEPENDENT SECURITY AUDIT PROPOSAL

ORIGINAL

9/20/2017



SUBMITTED BY:

MR. TONY MARTINEZ
VP, CYBER SECURITY SERVICES

813.454.8386

tmartinez@mgtconsulting.com

TUSCOLA COUNTY INDEPENDENT SECURITY AUDIT:

- OCSE SECURITY AGREEMENT
- IRS PUBLICATION 1075,
- DTMB TECHNICAL POLICIES, STANDARDS,
& PROCEDURES, AND
- MDHHS-OCS SECURITY &
CONFIDENTIALITY POLICIES

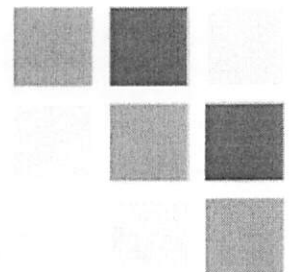


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I. INTRODUCTION

MGT Consulting Group (MGT) is pleased to present this proposal to provide Independent Information Security Audit Services for the entire County as well as in accordance with the requirements presented in the IV-D MEMORANDUM 2017-011 issued to all Prosecuting Attorney (PA) Office Directors and all Friend of the Court (FOC) Office Directors.

With a cyber security team bringing 18+ years of experience to our clients, we are confident this proposal delivers all key components required for an engagement of these characteristics, the critical project management back bone to ensure a successful delivery in a complex project scenario, and the strategic expertise to help the County meet, and surpass, compliance requirements as well as harden their overall security posture.

With a primary focus on evaluating the County's overall security posture and meeting the requirements set forth in the IV-D MEMORANDUM 2017-011, MGT's security team will follow defined industry best practices in order to perform a comprehensive independent security audit and provide the deliverables required by the OCS and MDHHS. With that in mind, we will ensure the following:

- **Deliver an initial "status" report to the FOC and PA offices with all required information by OCS for submission into the EGrAMS system satisfying the January 31st 2018 requirements**
- **Perform an independent security audit and deliver a risk assessment report to the County following the standards stipulated in the memorandum satisfying the September 31st 2019 requirement as well as providing the County IT department with a comprehensive report with any and all findings.**

2. RESPONSE TO GENERAL REQUIREMENTS

REQUIREMENT 1:

INITIAL REPORT THROUGH THE TAX CONFIDENTIALITY QUESTIONNAIRE IN EGRAMS

All FOC and PA Offices are required to answer the following questions by January 31st 2018 and submit the information via the Tax Confidentiality Questionnaire in EGRAMS:

County-managed offices must report on the following (see page 5/6 in memo for full excerpt):

- *Identify if they have confidential IV-D data⁴ that is contained in a county system or file share and determine if any of the data is federal tax information (FTI) (e.g., MiCSES5 tax-offset information, MiCSES IRS addresses).⁶*
- *Contact their county administrator and/or county IT department; refer them to IRS Publication 1075 Section 9 and the IRS Office of Safeguards website (<https://www.irs.gov/uac/safeguards-program>); and provide them with the CRP agreement language, copies of Exhibits 2017-011E1 and 2017-011E2 (guidance documents), and the OCSE Security Agreement (Exhibit 2017-011E3).*
- *Inform the county administrator and/or county IT department that the IT infrastructure and PCs/laptops/devices that access the state systems must be assessed against IRS Publication 1075 Section 9 as outlined in Exhibit 2017-011E1.*
- *Inform the county administrator and/or county IT department that if there is FTI stored on a county system or file share that contains IV-D data, that system must also be assessed against IRS Publication 1075 Section 9 as outlined in Exhibit 2017-011E1. If there is no FTI on the system that contains IV-D data, the system only needs to be assessed against the OCSE Security Agreement as outlined in Exhibits 2017-011E1 and 2017-011E2.*
- *Ask their county administrator and/or county IT department to provide written feedback to identify any independent security reviews/audits currently or recently performed that:*
- *If the county administrator and/or county IT department indicates that no reviews/audits that meet the requirements outlined above were recently or are currently performed, county-managed offices should ask their county administrator and/or county IT department to:*
 - 1) *Provide a written estimate as to when an Independent Security Audit covering the IT infrastructure, PCs/laptops/devices, and any county systems or file shares containing IV-D data could be completed; and*
 - 2) *If the audit cannot be completed by September 30, 2019, schedule a self-assessment using the applicable Safeguards Computer Security Evaluation Matrixes (SCSEMs) as outlined in Exhibits 2017-011E1 and 2017-011E2, and complete the self-assessment by September 30, 2018. Provide the date when the self-assessment can begin and when the applicable SCSEMs can be completed. Separate feedback should be provided for the IT*

2. RESPONSE TO GENERAL REQUIREMENTS

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infrastructure, PCs/laptops/devices, and any county systems or file shares that contain IV-D data.

SOLUTION TO REQUIREMENT 1:

- MGT will conduct all associated discovery tasks to answer questions “a” through “f” in the memorandum. Tasks may include but are not limited to:
 - o Documentation gathering from Information Technology department
 - o Interviews with key stakeholders within the FOC and PA offices
 - o Development of question and answer template
 - o Draft and finalize answers in Microsoft Word format with client approval
 - o Submit to FOC and PA offices for EGrAMS submission

Note:

After talking with Erin Frisch, Director of OCS, we understand that the goal of this requirement is to ensure all Counties affected by this requirement take initial steps to identify where FTI lives within the IT environment. Furthermore, taking this initial step will lay the foundation to be able to perform an effective security audit and assess all aspects of the County’s IT environment that may have access to FTI in some shape or form.

Last but not least, the IRS will be auditing the State in 2018, and this report (provided by each County) will allow the OCS to submit all the required information to adequately prove that Counties are moving forward to be in full compliance with all requirements mentioned in this memorandum.

REQUIREMENT 2:

INDEPENDENT SECURITY AUDIT

All FOC and PA Offices are required to perform an independent security audit to remain in compliance with Section 4.33(b) of the current (FY 2017) CRP agreement:

At least once every three years, the Grantee must obtain an independent security audit that evaluates its compliance with the management, operational, and technical controls required by the OCSE Security Agreement, Internal Revenue Service (IRS) Publication 1075, DTMB Technical Policies, Standards, and Procedures, and MDHHS-OCS security and confidentiality policies. The audit must be conducted by an unbiased, independent entity. The entity must issue an audit report that includes detailed findings and recommendations to improve the Grantee's procedures, practices and systems in order to meet the control requirements. The Grantee must provide the report to MDHHS.

SOLUTION TO REQUIREMENT 2:

MGT Consulting will provide a comprehensive Information Security Risk Assessment for the entire County and determine the degree to which information system security controls are correctly implemented, whether they are operating as intended, and whether they are producing the desired level of security.

In order to meet compliance requirements, we will leverage the security controls found in IRS publication 1075, DTMB policies, standards and procedures, as well as the security and confidentiality policies provided by MDHHS-OCS.

KEY COMPONENTS OF THE INFORMATION SECURITY RISK ASSESSMENT PROCESS:

- **Project Initiation**
 - o Define project rules of engagement
 - o Review project schedule
 - o Define key project tasks and milestones
 - o Define project communications between MGT and County
- **Security Assessment Categories and Framework**
 - o IRS p 1075 security controls as stipulated in ("**Publication 1075 Tax Information Security Guidelines For Federal, State and Local Agencies. Safeguards for Protecting Federal Tax Returns and Return Information**")
 - o DTMB Policies, Standards and Procedures

2. RESPONSE TO GENERAL REQUIREMENTS

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- MDHHS-OCS Security and Confidentiality Policies
- NIST SP 800-53 (as needed)
- **Data Gathering/Information Discovery**
 - Review of security assessment scope
 - Gathering of all security policy and procedure documentation as applicable to the security controls being assessed.
- **Management Controls Review**
 - Review of all managerial security controls per security standard
- **Operational Controls Review**
 - Review of all operational/administrative security controls per security standard
- **Technical Controls Review**
 - Review of all technical security controls per security standard
 - May include full penetration test
- **Risk assessment Report Development & Submission**
 - Completion of report with all relevant findings formatted to meet IRS publication 1075 security control requirements.

RISK ASSESSMENT REPORT: WHAT TO EXPECT?

- A documented list of in-scope inventory, listing all system components and establishing the system boundary for the purposes of the Report;
- Documentation of the system's policies and procedures, and details of its operation;
- List of threat / vulnerability pairs, with severity of impact and likelihood of occurrence;
- List of safeguards for controlling these threats and vulnerabilities and outcomes of control review;
- List of recommended changes, with approximate levels of effort for each;
- The level of residual risk that would remain after the recommended changes are implemented.
- Attestation of compliance and narrative regarding current state.

2. RESPONSE TO GENERAL REQUIREMENTS

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VULNERABILITY ASSESSMENT OVERVIEW (FOR REFERENCE):

Due to the importance of the vulnerability assessment task within a comprehensive risk assessment, we are including a detailed breakdown of this process for reference.

Best Practices Implementation

Our team utilizes a number of recognized Information Security best practices and standards while providing services to our clients. Some of the main standards include:

- IEC/ISO 27000 Series (Security Management and Control).
- National Institute of Standards and Technology (NIST) – Computer Security Standards.
- SANS Institute Guidance – Testing Methodologies and Approaches.
- Open Web Application Security Project (OWASP) – Web Application Testing and Assessment.
- Open Source Security Testing Methodology Manual (OSSTMM) – Methodology for performing security tests and metrics.
- Payment Card Industry Data Security Standard (PCI-DSS).
- Information Systems Security Assessment Framework (ISSAF) – Methodology for information system security assessments.
- Penetration Testing Framework v0.58 – Community updated penetration testing framework.

Actions / Approach

Our assessments are conducted with the use of both non-intrusive and robust commercial scanning tools and manual tests by our team of experts who will provide comprehensive infrastructure reports of active IP systems. When necessary, open-source tools are used to validate certain checks to remove any false positives.

Software / Tools

Our choice of tools and techniques will enable us to identify and map network devices, to determine if the IT infrastructure services implement sufficient security measures to protect sensitive corporate information. Our choice of VA scanning tools combined with the knowledge of our expert Penetration Testers and risk assessors will help to determine the level of security and evaluate how vulnerable the identified systems are to potential system attacks, penetration, and information loss due to external hacker threats or internal malicious/curious network usage.

We conduct our testing using recognized frameworks such as OSSTMM¹, PTES², and NIST³. Our consultants are authorized, trained, and licensed to use the following commercial packages as well as other popular solutions, all driven by project requirements:

- SAINT Scanner/Exploit (www.saintcorporation.com).

¹ Open Source Security Testing Methodology Manual (<http://www.isecom.org/research/osstmm.html>)

² Penetration Testing Execution Standard (http://www.pentest-standard.org/index.php/Main_Page)

³ National Institute of Standards and Technology (<http://csrc.nist.gov/publications/nistpubs/800-115/SP800-115.pdf>)

2. RESPONSE TO GENERAL REQUIREMENTS

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- BurpSuite Pro (<http://portswigger.net/burp/>).
- Nessus (www.nessus.org).
- Cobalt Strike (www.advancedpentest.com).
- Acunetix Web Application Security (www.acunetix.com).

In addition to the commercial software, the following open source tools/distributions will be used, as required:

- **Kali 1.x** – Linux distribution aimed at penetration testing and digital forensics. These toolkits include a wide range of software to aid a tester in testing networks and applications for vulnerabilities and using the results to penetrate a network. Kali contains a wide variety of open source tools for use during penetration testing including:
 - MetaSploit Framework.
 - BurpSuite.
 - w3af – open source web application security scanner.
 - nmap.
 - CSRFTester.
 - WebScarab
- **Samaurai** – a live Linux environment that has been pre-configured to function as a web pen-testing environment. While similar to the BackTrack distribution, this framework focuses on Web Application testing.

Methodology and Approach

- Our approach consists of several defined phases with key subtasks below them:
 1. Kick-Off, Scheduling, and Deliverables.
 2. Vulnerability scanning.
 3. Penetration testing plan.
 4. Definition of penetration testing tools
 5. Schedule review external vs internal tests.
 6. Penetration testing plan execution.
 7. Analysis and recommendations: Remediation and Guidance.
 8. Reporting.
 9. Complimentary re-scanning.
 - 1) **Kick-Off, Scheduling, and Deliverables**
 - Definition of stakeholders
 - Scheduling of primary tasks and data gathering
 - Confirm communication guidelines
 - Deliverable schedule
 - 2) **Vulnerability Scanning**

2. RESPONSE TO GENERAL REQUIREMENTS

♦ ♦ ♦

- Initial scan of environment according to client sample of IPs/overall IS environment
- 3) **Penetration Testing Plan**
 - Define penetration test schedule. Primarily define internal vs external plans and define valid sample-to-test system.
- 4) **Definition of Penetration Testing Tools**
 - We use a combination of commercial and open source tools. The advantage to using open source tools is they are often designed for a specific purpose and therefore have a narrow focus, and they are also the tools most likely to be used by hackers and malicious users. Commercial tools will be used to provide a higher level of assurance in scanning results, and to confirm results from open source tools.
- 5) **Schedule Review External vs. Internal Tests**
 - We understand this is a delicate process and often it becomes challenging to keep management in the loop. Project management and transparency are critical in our process making sure you are aware of our activities resulting in no unwanted surprises.
- 6) **Penetration Testing Plan Execution**
 - Reconnaissance.
 - Enumeration.
 - Vulnerability Assessment.
 - Penetration Test (network and web applications) Internal and External.
- 7) **Analysis and Recommendations: Remediation and Guidance**
 - Overall findings
 - External and Internal testing results

Key Penetration Test Phases (Deep Dive)

- Definition of External Test Conditions (Black Box/Grey Box/White Box).
- Surveying and Discovery.
 - Definition of digital foot print or sample IP list provided by the County POC (IP search, social, crawls, etc.).
 - Network mapping and discovery.
 - Available services mapping.
 - Topology.
- Enumeration and Target Identification.
 - Define service functions and their purpose.
 - Tools and techniques based on findings.

2. RESPONSE TO GENERAL REQUIREMENTS

♦ ♦ ♦

- Definition of targets based on criticality.
- Vulnerability Scanning and Assessment
 - Execute vulnerability scanning.
 - Execute secondary scans using additional scanning tool.
 - Manual tasks according to scan results.
- Penetration test, Exploitation, and Verification.
 - (As requested by client) Manual exploitation of critical services, systems, or applications.
 - Verification of critical findings.
 - Elimination of false positives and error mitigation.

3. RISK ASSESSMENT SCOPE



3. RISK ASSESSMENT SCOPE

Filled out by Client:

- Number of Physical Sites (offices/buildings)	8
- Number of employees	approx 250
- Number of External IPs	7
- Number of Internal IPs	65,536 (10.0.0.0 /16)
- Number of Web Applications and size:	
o SMALL – application under 10 static/dynamic pages and 2 authorization roles	7
o MEDIUM - application between 10 and 20 static/dynamic pages and up to 5 authorization roles	0
o LARGE - application 20-50 static/dynamic pages and up to 10 authorization roles	2
o ENTERPRISE - applications greater than 50 static/dynamic pages and up to 20 authorization roles	1
- Number of Wireless Access Points	13

As with all risk assessment initiatives, MGT and the County will define a sample size of key personnel and offices to conduct risk assessment activities and testing.

3. PROJECT TIME REQUIREMENTS

Per the County's request, we will be providing time requirements for a County-Wide Security Risk Assessment.

MGT anticipates the following timeline for the completion of the work:

- Task 1: January 31st 2018 Report Submission:
 - o Deliverable: Completed document with answers to all required question in the memorandum ready to be inserted into EGrAMS.
 - o Time for Completion: **20 hours**

- Task 2: Security Risk Assessment:
 - o Deliverable: Risk Assessment Report following IRS p 1075 standards, DTMB Technical Policies, Standards, and Procedures, and MDHHS-OCS security and confidentiality policies.
 - o Time for Completion: **228 hours**



3. MGT BACKGROUND & QUALIFICATIONS

MGT was established in 1974 by a group of former public sector employees to provide management consulting services to assist state and local governments clients operate more efficiently, effectively, and with more accountability to the communities they serve. For over 42 years, MGT has provided high quality management consulting services to government agencies nationwide and is dedicated to providing the most creative yet practical solutions to the challenges faced by public organizations and entities.

Since its founding in Tallahassee, Florida, MGT has grown to include offices around the country as evidenced below.

FLORIDA
Tallahassee | Tampa

CALIFORNIA
Sacramento | Pasadena

COLORADO
Centennial

KANSAS
Wichita

MICHIGAN
Bay City

TEXAS
Austin

WASHINGTON
Olympia



MGT offers an impartial perspective of the outcomes and findings. As an independent entity, our only vested interest is that of the clients; therefore, we apply our extensive experience to generating objective independent solutions to assist our client needs.

MGT understands lasting and meaningful changes require innovative and bold thinking, and we do not shy away from questioning everything from organizational structures and work processes to the very statutes and ordinances that create and guide the work of an agency or institution. MGT is committed to offering useful recommendations that achieve real results and is ever mindful of the practical and political realities an organization may face.

Our information security and compliance solutions are centered on helping public and private organizations build and optimize a security and risk management program, harden their overall information systems, meet regulatory compliance across all industries, and more effectively and efficiently achieve their goals and serve constituents (using security as an organizational tool). Our team of certified information security experts is committed to helping our clients make cyber security a core competency.

Team Certifications:

CISSP, GPEN, GWAPT, QSA, C|EH, GICSP, GMOB, GCIH, GCFE, OPST.

4. COST PROPOSAL

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4. COST PROPOSAL

Below is a breakdown of the time allocations for each key task within the independent security risk assessment:

Key Task	Time
- Risk Assessment Questionnaires (key personnel)	20 hours
- Risk Assessment Interview (key personnel)	20 hours
- Policy and Procedure Review	20 hours
- External Penetration Test	40 hours
- Internal Penetration Test	40 hours
- Web Apps Penetration Test	60 hours
- Wireless Access Point Test	8 hours
- Report Development	20 hours
Total	228 hours

January 31 st 2018 EGrAMS Report (20 hours)	\$3,700
TOTAL COST: COUNTY WIDE SECURITY RISK ASSESSMENT	\$42,180
Grand Total:	\$45,880



AGREEMENT

between

**Tuscola County Family Court
54th Judicial Court**

and

Tuscola Intermediate School District

This agreement, effective the 1st day of October, 2017, and ending the 31st day of May, 2018, is by and between the Tuscola County Family Court 54th Judicial Circuit, having a mailing address of 440 N. State St., Caro, MI (hereafter referred to as the "Court") and Tuscola County Intermediate School District, having an office mailing address of 1395 Cleaver Rd., Caro, MI 48723 (hereinafter referred to as the "Contractor").

WITNESS TO:

WHEREAS, the Court has the authority to contract services under, and in accordance with the policies established by the Board.

WHEREAS, The Tuscola County Intermediate School District has made it known of their intent to enter into a joint venture with the Juvenile Division of The Tuscola County Family Court hereby referred to as the School Truancy and Delinquency Prevention Program.

WHEREAS, the Court is desirous of contracting services from the Contractor and the Contractor desired to provide services in accordance with the terms and conditions of this Agreement.

WHEREAS, the Court has lawful authority to bind the Contractor to the terms set forth in the Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

I. GENERAL PROVISIONS

A. Court's Source of Funds- Use- Termination

The Court's payment of funds for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes, being State Basic Grant Funds, and County Funds. No commitment is made by the Court to continue or expand such activities. The Contractor

shall act as a fiduciary using said funds to pay staff, suppliers, and other such vendors as deemed appropriate to operate the program. The Court may terminate this Agreement immediately upon written notice to the Contractor at any time prior to completion of this Agreement if, in the opinion of the Court, funding becomes unavailable for this service or such funds are restricted.

B. Fees and Other Sources of Funding

The Contractor guarantees that it will not seek nor obtain funding through fees or charges to any client receiving services for which the Court reimburses the Contractor under this Agreement. This endeavor being a joint effort with the Family Court requires that the Contractor enhance services by actively seeking other sources of funding through the pursuit of grants or direct funding by Local School Districts

C. Cost Documentation

The Contractor agrees to provide to the court all records and documents and to maintain accounting procedures and practices which, reflect all direct and indirect costs of any nature, expended in the performances of this Agreement. Further, the Court will provide for specific identification of all sources of funds, all contracts, purchase orders, accounts payable and cash disbursements.

D. Review and Monitoring Reports

The Contractor shall comply with all program and fiscal review reporting procedures as are or may hereinafter be established by the Court. The Contractor shall also comply with all reporting procedures established by the Court in completion of monitoring and progress reports at time intervals and on forms specified by the State of Michigan under the Child Care Guidelines and Procedures.

E. Examination and Maintenance of Records

The Contractor agrees to permit the Court or any of its identified agents access to the facilities being utilized at any reasonable time to observe the operation of the program. The Court agrees to maintain fiscal records in the same manner as directed by the State of Michigan as outlined in the Child Care Guidelines and Procedures. The Contractor further agrees to retain all books, records, or other documents relevant to this Agreement for six years after final payment, allowing State/County auditors, and any persons duly authorized by the Court shall have full access to and the right to examine and audit any of said materials during said period. In the event the audit extends past that period, all documents must be maintained until the audit is completed. The Court shall provide findings of a audit indicating over or under payment to the Contractor in the period prior to the audit. If no payments are and owing, the Contractor in the period prior to the audit. If no payments are due and owing, the Contractor agrees to immediately refund all amounts which may be due the Court.

F. Insurance Coverage

The Contractor shall provide and maintain public liability insurance in such amounts as necessary to cover all claims that may arise of the Contractor's operations under the terms of this Agreement. Unemployment compensation coverage and workmen's compensation insurance shall be, if applicable, maintained in accordance with the Federal and State law regulations.

G. Compliance with the Civil Rights, Other Laws

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileged or employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 P.A. 453, Section 209. The Contractor shall also comply with the provisions of the Michigan Civil Rights Act (1976 PA 453), Michigan Handicappers Civil Rights Act (1976 P.A. 220), and Section 504 of the Federal Rehabilitation Acts of 1973 as amended (29 U.S.C. 794), which states that no employee or client or otherwise qualified disabled individual shall solely by reason of his disability, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Further, the Contractor agrees to comply with all other federal, state or local laws, regulations and standards, and any amendments thereto, as they may apply to it.

H. Confidentiality

The use of disclosure of information concerning services applicants or recipients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the program implemented by this Agreement.

I. Subcontracts

The Contractor may not assign this Agreement or enter into subcontracts to this Agreement with additional parties.

J. Cancellation of Agreement

If, in the opinion of the Court, the Contractor fails to comply with the conditions of this Agreement or to fulfill its responsibilities as indicated in the Agreement, or the Court determines that the methods and techniques being utilized in accomplishing the goal are not acceptable or compatible with the Board's policies, as set forth in the narrative of the Basic Grant, the Court reserved the right to cancel this Agreement by giving thirty days notice to the Contractor.

The Contractor may terminate this Agreement upon thirty days written notice to the Court at any time prior to the completion of the Agreement period if the Court fails to comply with the conditions of this Agreement.

K. Closeout

When this Agreement is concluded or terminated, the Contractor shall provide the Court, within thirty days after conclusion of termination, with all financial performance and other reports required as a condition of the Agreement. The Court shall make payments to the Contractor for allowable reimbursable costs not covered by previous payments. The Contractor shall immediately refund to the Court any payments of funds advanced to the Contractor in excess of the allowable reimbursable expenditures. The Court reserves the right, both before and after termination of this Agreement, to audit the records of the Contractor in accordance with Section One, Paragraph E of this Agreement.

L. Continuing Responsibilities

Termination, conclusion or cancellation of this Agreement shall not be construed so as to terminate the ongoing responsibilities of the Contractor, or rights of the Court contained in Section One, Paragraph E., and Section One, Paragraph M. of this Agreement

M. Disputes

The Contractor shall notify the Court in writing of its intent to pursue a claim against the Court for breach of any terms of this Agreement. No suit may be commenced by the Contractor or breach of this Agreement prior to the expiration of 90-day period the Contractor, at the request of the Court, must meet with the Court for the purpose of attempting resolution of the Agreement during this period.

N. Agreement Inclusiveness/ Amendment

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. The Contractor agrees upon request by the Court and receipt of a proposed amendment to amend this Agreement, if and when required in the opinion of the Court, due to revision of State laws after receipt, this agreement shall terminate upon such refusal. This Agreement may otherwise be amended by written consent of all the parties hereto.

II. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall act as the fiduciary for the School Truancy Delinquency Prevention Program. In addition to employing the Truancy Services Coordinator, the

Contractor shall provide a Truancy Services Assistant for a minimum of two (2) days per week, not to exceed 72 days during the school year.

- B. The Contractor with the Tuscola County Juvenile Division of The Family Court shall implement said program, including but not limited to staff recruitment, training, supervision, and maintenance of records.
- C. The Contractor shall seek additional funding through the pursuit of grants or other direct sources.

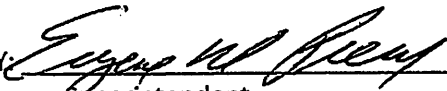
III. PAYMENT

The Court agrees to pay the Contractor an amount of \$1862.15 per month due by the tenth day of the month during the terms of this agreement out of the IHC account.

.Obligations incurred prior to or after this period covered by this Agreement shall be excluded. The total amount paid to the ISD is \$29897.2

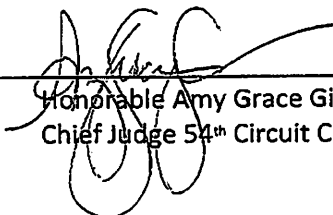
IN WITNESS WHEREOF, the Tuscola County 54th Judicial Circuit Family Court and the Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

Tuscola County Intermediate School District

BY:  _____
Superintendent

Dated: 10/2/17

Tuscola County Family Court
54th Judicial Circuit Court

BY:  _____
Honorable Amy Grace Gierhart
Chief Judge 54th Circuit Court

Dated: 10-04-17