

Foresite Cybersecurity, Inc.

doing business as

Foresite MSP, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6418

THIS FIRST AMENDMENT to that Agreement for Services #6418 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Foresite Cybersecurity, Inc. doing business as Foresite MSP, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 1 Hartfield Boulevard, Suite 300, East Windsor, Connecticut 06088 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide cyber security monitoring and risk assessment for the Information Technologies Department pursuant to Agreement for Services #6418, dated March 15, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the scope of work to reflect the new SKU and product description for the Provision FIRM Achilles Assessment, amending ARTICLE I, Scope of Work, and replacing Exhibit A, Scope of Work with Amended Exhibit A, Amended Scope of Work;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of March 15, 2023 for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$142,500 amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to add cyber liability insurance to the insurance requirements, amending **ARTICLE XVII, Insurance**;

WHEREAS, the parties hereto desire to update the conflict of interest article to include County's current contract provisions, amending **ARTICLE XX, Conflict of Interest**, and adding **Exhibit B, California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #6418 on the following terms and conditions:

I. All references to Exhibit A, Scope of Work throughout the Agreement are substituted with Amended Exhibit A, Amended Scope of Work, attached hereto and incorporated herein by reference.

II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties and shall cover the period of March 16, 2022 through March 15, 2026, as amended.

III. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant per payment schedule table below. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with the following:

Date	SKU	Description	License	Pricing
March 16, 2022- March 15, 2023	CL-SOC-2-2021	24x7 Security Operation Centers (SOC) Services	Annual	\$50,000
March 16, 2023- March 15, 2026	LGV019*	Provision Open XDR & FIRM 24x7 Security Operation Centers (SOC) Services*	Annual	\$47,500
March 16, 2022- June 30, 2022	MDR003	Tier 3 (Incident Response)	Fixed Fee	\$16,500
March 16, 2022- March 15, 2024	GRC-003*	Provision FIRM Achilles Assessment (one time)*	Fixed Fee	\$30,000

The total amount of this Agreement shall not exceed \$239,000 as amended, inclusive of all costs, taxes, and expenses.

*New SKU and product description.

Payment Schedule:

The following table describes the payment milestones for years two through four. When these dates or projects are completed and approved by El Dorado County, Contractor will invoice the specified amount.

Billing Milestones	Trigger	Fee
Year 2 (16 Mar 2023 – 15 Mar 2024)	Date 16 March 2023	\$47,500
Year 3 (16 Mar 2024 – 15 Mar 2025)	Date 16 March 2024	\$47,500
Year 4 (16 Mar 2025 – 15 Mar 2026)	Date 16 March 2025	\$47,500
FIRM Achilles Assessment (One time)	Assessment Report Accepted	\$30,000
Total		\$172,500

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant’s charges for the specific services billed on those invoices.

Invoices shall be physically mailed or electronically transmitted to County at the following addresses:

County of El Dorado
Information Technologies Department
360 Fair Lane
Placerville, California 95667
Attn.: Tonya Digiorno
Director
Tonya.digiorno@edcgov.us

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may request a refund of remaining payment by prorated monthly cost, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination and Cancellation, herein.

III. **ARTICLE XVII, Insurance**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County’s Risk Management Division and documentation evidencing that

Consultant maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. Cyber Liability Insurance with a limit of liability of not less than \$1,000,000.
- E. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- F. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- G. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- H. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- I. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- J. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- K. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- L. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- M. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- N. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- O. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- P. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- IV. ARTICLE XX, Conflict of Interest, of the Agreement is amended in its entirety to read as follows:**

ARTICLE XX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #6418 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6418 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 3-7-23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kuper
Deputy Clerk

Dated: 3-7-23

-- FORESITE MSP, INC. --

By: Matt Gyde
Matt Gyde (Feb 14, 2023 10:11 PST)
Matt Gyde
Chief Executive Officer
"Consultant"

Dated: 02/14/2023

By: John Lavelle
John Lavelle (Feb 14, 2023 15:27 EST)
John Lavelle
Corporate Secretary

Dated: 02/14/2023

Foresite MSP, Inc.

Amended Exhibit A

Amended Scope of Work

Scope

Consultant shall provide advanced security operations, through its Security Monitoring and Support Services (SMSS). Services shall include the following:

24x7 Security Operation Centers (SOC) Services

- **Log Management**

Consultant shall work closely with County's Information Security team for log ingest and management. Consultant's team shall be responsible for assessing current log and security data resources to identify potential gaps in data feeds to ensure maximized visibility of County's infrastructure and threats.

Consultant shall run ingested logs through a normalization process in order to best apply machine learning and alerting capabilities, contextualization and correlations for continuous refinement and improvement of log management and ingest, and allow for log optimization and identification of areas where operational and technology costs can be reduced for business efficiencies.

Consultant shall provide log retention capabilities for up to one hundred eighty (180) days with log export capabilities.

- **Log and Security Data Monitoring**

Consultant shall monitor for the detection of security events based on alerts from the aggregated logs and security data provided by County via the Consultant's Platform. Consultant's monitoring team (Tier 1-2) is assisted by the Consultant platform technology which prioritizes alerts based on contextual information to help address false positives and enrich alerts with additional information that improves operational efficiencies and alert understanding.

Consultant shall provide threat hunting support by utilizing behavioral and machine learning analytics that extracts anomalous behaviors from its customer logs. Consultant's team also applies targeted intelligence that is stored within its knowledge base to correlate and integrate sector-specific threat intelligence across customers in similar communities.

Tier 3 (Incident Response)

- **Response and Support**

An experienced team (Tier 3) shall manage incident alerting and investigations, and shall proactively manage escalations, conduct an in-depth analysis of available data to identify the root cause of an incident, and provide expert advice on how to remediate. Consultant shall provide on-call support for escalated incident investigations to ensure County's Information Security Team has all of the necessary technical expertise to help mitigate current incidents and improve future state of security response and monitoring.

Consultant shall provide secondary support in event of a County IT incident through the following:

- Providing summaries of findings (event report) to County's Incident Response (IR) Team
- Logging reviews for further find evidence of breach or incident within the organization
- Continued system monitoring for further indications of breach or network persistence
- Participating in calls, meetings, email chains, as requested
- Providing input for after action
- **Schedule:** On-going security monitoring and support shall begin upon March 16, 2022, and shall continue through the term of the Agreement, and in accordance with Consultant's Service Level Agreement (SLA) structure:

Severity	Description	Initial Notification	Final Report
Critical	Crisis Management: Confirmed data breach or impact to financials, loss of data, reputation or employees	Less than thirty (30) minutes	Less than two (2) hours
High	Likely to result in a significant impact on corporate financials, loss of data, reputation, or employees	Less than forty-five (45) minutes	Less than two (2) hours
Medium	Likely to result in a demonstrable impact on corporate financials, loss of data, reputation, or employees	Less than one (1) hour	Less than four (4) hours
Low	May impact corporate financials, loss of data, reputation, or employees	Daily	N/A

Response Actions	Severity Level
<ol style="list-style-type: none"> 1. Initiate the Crisis Management workflow 2. Then as per Severity 1 actions 	<p>Critical (Sev 0)</p>
<ol style="list-style-type: none"> 1. Log and track the incident under the relevant ticketing / reporting system 2. Escalate the case to County point of contact (POC) via phone 3. Inform the Security Operations Center (SOC) team leader / Manager 4. Provide initial written notification 5. Conduct extended log and security data analysis to gather 6. Confirm true/false positive. 7. Complete final report with recommendations and appropriate mitigation actions 8. Follow up with County POC in real time 9. Follow up with SOC management on an hourly basis until fully mitigated 10. Monitor the County security visibility tools for other similar symptoms that might be relevant (pieces of a wide-spread attack) 	<p>High (Sev 1)</p>
<ol style="list-style-type: none"> 1. Inform the SOC team leader / Manager 2. Inform the County POC via email with initial written notification 3. Track the case on relevant ticketing / reporting system 4. Continue monitoring the event 5. Conduct extended log and security data analysis to gather 6. Confirm true/false positive. 7. Complete final report with recommendations and appropriate mitigation actions. 8. Follow up on the case daily until fully mitigated 	<p>Medium (Sev 2)</p>
<ol style="list-style-type: none"> 1. Track the case on the relevant ticketing/reporting system 2. Provide initial written notification and recommendations to County 3. Continue monitoring the event 4. Provide final report if required based on event 5. Follow up on the case every two (2) days until mitigated 6. Verify entry to weekly report status 	<p>Low (Sev 3)</p>
<ol style="list-style-type: none"> 1. Track the case on relevant ticketing / reporting system 2. Provide initial written notification and recommendations to County. 3. Continue monitoring the event 4. Follow up on the case every four (4) days until fully mitigated 	<p>No Impact (Sev 4)</p>

5. Verify entry to weekly report status	
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Deliverables: Event/Incident and monitoring reporting shall be in accordance with the following:

Deliverable	Frequency	Method/Type of Delivery
Situational Awareness Report: Provide high level executive dashboard with key performance indicators (KPIs) and Metrics associated with daily security operations.	Monthly	PDF format by email
Log Optimization Report: Identify log gaps and data ingest improvements needed for improved security operations.	Quarterly	PDF format by email
Initial Notification of Incident: provide relevant details for initial notification of incident. Details may include: o Time of Incident o County System Impacted (Internet Protocol [IP] address, computer name, username, etc.) o Attacker / Malicious Information (if available) o Summary of Activity o Any Recommendations (if applicable)	Per SLA	PDF format by email
Completed Incident Report: provide a detailed report of incident findings to include initial notification information and the following: o Additional Affected Systems o Observed Tools, Techniques and Procedures o Indicators of Compromise o Root Cause Analysis (when applicable) o Mitigation and Remediations	Per SLA	PDF format by email

Provision FIRM Achilles Assessment

Consultant shall conduct a one-time Achilles Assessment to include the following:

- FIRM Product license for El Dorado Security Team.
- Automated Policy Scoring in line with desired compliance framework.
- Security technology review and gap assessment in line with desired compliance framework.
- Overall Risk Score
- Plan of Action and Milestones.
- 20 hours of consulting services to review automated compliance framework results.
- Top 10 attack vector analysis
- Critical Asset and Environment analysis w/ recommended tooling

Deliverable	Frequency	Method/Type of Delivery
Achilles Assessment Report: Security technology review analysis and strategy	One-time	PDF format by email

Out of Scope/Assumptions

The scope of work is limited for the purpose of pricing and operational capabilities:

1. Co-Managed Security Information and Event Management (SIEM): Consultant shall provide application programming interface (API)/ uniform resource locator (URL) integrations for current SIEM and logs; however, managing County’s current SIEM (assuming one exists) is not within the scope of this Scope of Work.
2. Security Systems Management: Consultant is not responsible for configuration of County’s security components such as firewalls, Intrusion Prevention System (IPS), and other security systems. However, Consultant can provide necessary advice and recommendation on optimizations and improvements for better security and cost efficiencies.
3. Incident Response: While Consultant is not an Incident Response (IR) company, Consultant shall provide support to any IR investigations as listed in the “Response and Support” section above.
4. Data Acquisition: While Consultant shall work with County to identify data sources it will be County’s responsibility to make the required data accessible for Consultant’s data engineers to ingest into Consultant’s environment.

Foresight MSP, Inc.

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

02/14/2023

Date

Foresite Cybersecurity

Type or write name of company

Matt Gyde

Matt Gyde (Feb 14, 2023 10:11 PST)

Signature of authorized individual

Matt Gyde

Type or write name of authorized individual