

AGREEMENT

THIS AGREEMENT, is entered into as of _____, between the COUNTY OF TULARE, referred to as COUNTY, and PROTEUS, INC., referred to as CONTRACTOR, with reference to the following:

- A. COUNTY wishes to join with CONTRACTOR to provide a comprehensive service for conducting job searches, appraisals, problem resolution of various employment barriers and;
- B. CONTRACTOR has the experience to provide services necessary to this purpose and,
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY to provide comprehensive job services upon the terms and conditions set forth herein:

ACCORDINGLY, IT IS AGREED:

1. TERM: This Agreement shall become effective January 1, 2009 and shall terminate on June 30, 2009 unless terminated sooner as provided in this Agreement.

2. SERVICES: CONTRACTOR shall provide the services as set forth in Exhibit "A" entitled Statement of Work, be reimbursed pursuant to Exhibit "B" entitled Program Budget Sheet.

3. PAYMENT FOR SERVICES: For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit "B," which Exhibit is made part of this Agreement by reference.

4. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with all applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. If CONTRACTOR is an individual or sole proprietorship, this Agreement is subject to the Independent Contractor reporting requirements of Unemployment Insurance Code section 1088.8. In such case, CONTRACTOR shall accurately fill out and complete the California Unemployment Development Department's form DE-542 ("Report of Independent Contractor(s)") and submit it to COUNTY at the time this Agreement is executed by CONTRACTOR. Failure to provide form DE-542 with complete information by the time specified may, at COUNTY'S option, prevent approval of this Agreement by COUNTY, or may be grounds for its termination by COUNTY, and COUNTY reserves the right to offset the amount of any fines or penalties imposed on COUNTY against any sum due or to become due.

5. INSURANCE: Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in Exhibit "C," which Exhibit is made part of this Agreement by reference.

TULARE COUNTY AGREEMENT NO.: _____

6. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is entered into by both parties with the understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY, and CONTRACTOR shall advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

B. Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

7. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code section 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTOR'S failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term or termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

8. TERMINATION:

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans,

specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement, or
- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

9. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or

written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

10. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

11. NOTICES:

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

CONTRACT UNIT

TULARE HEALTH & HUMAN SERVICES AGENCY

5957 S. Mooney Boulevard

Visalia, CA 93277

Fax No.: 559-737-4059

Phone No.: 559-737-4686

CONTRACTOR:

Proteus Inc.

224 NW 3rd Street

Visalia, Ca 93291

Fax No.: _____

Phone No.: (559) 627-0100

B. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change their above address or phone or fax number by giving written notice pursuant to this paragraph.

12. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

13. NO THIRD PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

14. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County California.

15. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for

that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

16. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and integral parts of this Agreement.

17. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

18. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts as may be reasonably required to effect the purposes of this agreement.

19. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the CONTRACTOR and the COUNTY have the responsibility to protect COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The COUNTY, in its sole discretion, has the right to require CONTRACTOR to replace any employee, who provides services of any kind to COUNTY pursuant to this Agreement, with other employees where COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude COUNTY from terminating this agreement with or without cause as provided for herein.

20. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

21. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually

agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

22. LICENSE: CONTRACTOR represents that they are licensed to provide services and agrees to notify COUNTY immediately should that status cease or should any action be initiated which may affect that status.

23. RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or sub-contractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

24. CONFLICT OF INTEREST:

A. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest or appearance of conflicts of interests, including, but not limited to Government Code section 1090 et. seq., and the Political Reform Act, Government Code section 81000 et seq., and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from the making of any decision on behalf of COUNTY in which such officer, employee, consultant or contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, consultant or contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

B. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest's laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

25. NON-DISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS:

a. By signing this Agreement CONTRACTOR agrees to comply with Title VI and VII of the Civil Rights Act of 1964 as amended; section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977 as amended and the non-discrimination compliance regulations contained in 7 CFR 272.6; Title II of the Americans with Disabilities Act of 1990; The Unruh Act, California Civil Code section 51

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

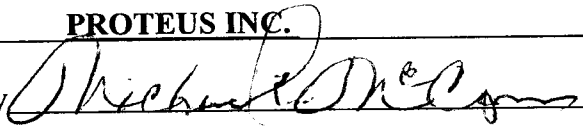
COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors


ATTEST: JEAN ROUSSEAU
County Administrative Officer/Clerk of the Board
Of Supervisors of the County of Tulare

By _____
Deputy Clerk

PROTEUS INC.
By 

Date 1/13/09

Title Chief Executive Officer


By 

Date 1/13/09

Title Board Member

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By  _____
Deputy County Counsel 2009105

Date 1/26/09

Baz:/Paralegal/Contracts/2008 contracts/Proteus Inc./Agreement.doc

PROTEUS, INC.
STATEMENT OF WORK
JANUARY 1, 2009 THROUGH JUNE 30, 2009

Proteus will provide the following services:

Pre-enrollment Activities -

Intake: Proteus staff will determine Welfare-To-Work (WTW) eligibility based upon the information provided by TulareWORKs. It is at the point that eligibility determination has been made that the individual becomes "registered".

Outreach and Recruitment: Proteus will coordinate outreach and recruitment. TulareWORKs will assist in these activities.

Orientation: Orientation will provide information on the full array of applicable or appropriate services available throughout the WTW System, including those provided by other agencies and organizations.

Initial Assessment: An initial assessment will be conducted by Proteus directly following the eligibility determination. The initial assessment information will be gathered through a combination of testing tools, documentation provided by TulareWORKs, and self-attestation.

Enrollment: When it has been determined that an applicant is WTW eligible and would benefit from WTW services, the applicant will be enrolled into the WTW program. The client becomes enrolled into Proteus programs at the time he or she has completed their first week of participation with Proteus

Participant Served: An individual becomes a "participant served" at the point he/she is provided with WTW program services. These services will be documented in the Monthly Activity Form.

Expectations:

Proteus will carry over the ongoing cases from the prior Welfare-To-Work contract with the Workforce Investment Board (WIB).

Proteus will enroll a minimum of 60 new participants in Welfare-To-Work activities. Enrollment will not be counted until the beginning of the second week of participation.

Proteus will ensure that each month the number of participants, shown in the chart on page 4, are meeting the required hours of participation as specified in #2 below

Submit participant monthly progress reports for all participants served during the report month.

Track all participant activity, including participants that obtained unsubsidized employment.

Submit an invoice/payment request in a format approved by the Health and Human Services Agency (HHSA) that will include an itemized listing of all reimbursable expenses.

In addition to the invoice Proteus will provide, in a format approved by HHSA, a listing of all participants served during the month which includes the following minimum information:

- The specific activity in which they are enrolled/participating.
- An indicator whether the participant met the required hours of participation or not.
- The enrollment date.
- The estimated completion date.

2. WTW Participant Activities

Hours of Participation-The hours of participation required for a one parent assistance unit (AU) remains at 32 hours per week, and the requirement for a two parent AU, for which the basis for aid is unemployment, hereafter referred to as a two parent AU, remains at 35 hours per week:

- Records are maintained specifying when each client, for whom hours were reported, became enrolled and began participation and when (if) his or her participation ended (due to activity ending, no longer participating, etc).
- Records are maintained showing how many hours per week each referred client was scheduled to participate in activities. If all participants in a given activity have the same schedule and participate for the same number of hours (E.g., a training class), the schedule and hours need only be documented in the agreement.
- Provided case records for claimed participants show them referred and participating in that activity. If clients are assigned/enrolled for varying numbers of hours or scheduled times, each of their specific schedules and hours of expected weekly participation must be maintained and linked to individual clients case records.
- If a participant is not complying with the program activity, Proteus will notify the TulareWORKs counselor via the 1907 TW.

3. Core WTW Activities:

Of the 32 or 35 weekly participation hours, at least 20 hours must be in core WTW activities, which include:

- Unsubsidized employment.
- Subsidized private sector employment that leads to unsubsidized employment.
- Subsidized public sector employment that leads to unsubsidized employment.
- Paid or Unpaid Work Experience. Fair Labor Standards Act calculation will apply.
- On the Job Training (OJT)-partial subsidy that leads towards unsubsidized employment.
- Vocational education and training as approved by TulareWORKs.
- Job search and job readiness.

Non-Core WTW Activities-The remaining participation hours may be in core activities or in non-core activities. Non-core activities include:

- Adult Basic Education (GED, ESL) Job skills training directly related to employment
- Education directly related to employment.
- Satisfactory progress in secondary school or in a course of study leading to a certificate of GED.
- Mental health treatment services.
- Substance abuse treatment services.
- Domestic abuse services.

Job Readiness: In this workshop, the participant will gain job search skills while at the same time learn about soft skills for employment.

Employment Activities: The participants can take several paths to unsubsidized employment, as follows:

Work Experience-Participants are placed in paid or unpaid temporary positions in either the private sector (work experience) or the public sector (community service). During this activity, participants will learn important job skills while continuing to seek unsubsidized employment. The Service Provider acts as the employer in Community Service/Work Experience activities.

Subsidized Employment: Shall be where an employer employs participants in the public or private sector. A portion, of the wages paid by the employer may be reimbursed to cover the employer's expense in training the individual. Subsidized will be defined as On-the-Job Training. The expectation is for the employer to hire the OJT participant into unsubsidized employment at the end of the OJT contract.

Proteus will ensure that the program design that utilizes the above paid or unpaid employment activities in addition to direct placement in unsubsidized employment as a means to transition participants to self-sufficiency.

Job Retention and Support Services: Supportive service payments for child care, transportation, and other ancillary expenses will be approved and provided by TulareWORKs. If there is an urgent need for support services, other than child care, Proteus may approve and provide the service. Proteus will be reimbursed for these costs through the monthly billing process.

Case Management and In-depth Assessment: Included in this category are case management efforts to provide outreach to eligible participants. In-depth assessments will be necessary to conduct once a WTW participant has been served.

Follow-Up Services/Retention Period: Follow up with the client must be conducted every thirty (30) days for 6 months to verify the participant remains in unsubsidized employment and calculate performance measures.

Reports: Provide reports and files as requested by TulareWORKs to monitor the program activities and expenditures.

TulareWORKs will assist with the following services:

- **Outreach and Recruitment**
- **Intake:** Information to determine eligibility for this program.
- **Assessment:** CASAS results, and other assessment information, as available.

Quarterly Meetings: Will be held by TulareWORKs to discuss policy, procedures, and issues.

Monthly Participation Requirement:

	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09
Current Enrollment	42	52	62	72	82	92
New Enrollees	10	10	10	10	10	10
Total for Month	52	62	72	82	92	102
Meeting Participation @ 66%	34	41	48	54	61	67

Agency Name: Proteus, Inc.

Contract No: _____

Program Name: HHS Welfare to WorkContract Term: 01/01/09-6/30/09

Mod Number: _____

PROGRAM BUDGET SHEET

LINE ITEM	PROGRAM COSTS	Total	% of Budget
STAFF COSTS			
STAFF COSTS			
1 Salaries	129,868	129,868	41%
2 Fringe Benefits	41,103	41,103	13%
3 SUB-TOTAL STAFF COSTS	170,971	170,971	54%
OPERATING COSTS			
4 Advertising - Recruitment	420	420	0%
5 Building Maintenance	2,248	2,248	1%
6 Building Rent	13,339	13,339	4%
7 Conference		0	0%
8 Duplicating/Printing		0	0%
9 Equipment Maintenance	450	450	0%
10 Equipment Purchases	0	0	0%
11 Equipment Rental	1,353	1,353	0%
12 Instructional Supplies		0	0%
13 Insurance	2,500	2,500	1%
14 Office Supplies	3,000	3,000	1%
15 Telephone	1,163	1,163	0%
16 Vehicle Expense		0	0%
17 Other Operating Expenses	44,295	44,295	14%
18 SUB-TOTAL OPERATING COSTS	68,768	68,768	22%
19 TOTAL STAFF/OTHER OPERATING COSTS (Add lines 3 and 18)	239,739	239,739	76%
PARTICIPANT COSTS			
20 Participant Wages(WE, Internship)	72,736	72,736	23%
21 Support Services	0	0	0%
22 Other Participant Program Costs	4,500	4,500	1%
23 OJT Employer Reimbursement	0	0	0%
24 SUB-TOTAL PARTICIPANT COSTS	77,236	77,236	0
25 TOTAL CONTRACT AMOUNT (19+24) (Record on Proposal Cover Page)	\$316,975	\$316,975	100%

Note: All program costs must be identified in the format above at the time of proposal submission. Any services or equipment not identified will not be considered during the contract year.

This budget was prepared:

On Computer Spreadsheet Software

Program Name Excel

Version 2007

By: Steve Camero
Name

Budget Director
Title

1/9/2009
Date

Agency Name: Proteus, Inc.

Contract No: _____

Contract Term: 01/01/09-6/30/09

Program Name: HHSA Welfare to Work

Mod Number: _____

**PROGRAM BUDGET BACK-UP
SALARIES SCHEDULE**

	(A)	(B)	(C)
List All Positions By Title	6 Month Salary	% Charged to HHSA	Program Total
Employer Service Rep. S Hernandez	16,056	50.00%	8,028
Employer Service Rep. K Wilson	19,290	100.00%	19,290
EDA R Barragan	13,374	100.00%	13,374
Adult Division South Area Manager	29,952	40.00%	11,981
Program Support Specialist	12,768	25.00%	3,192
Employer Service Rep. Y Pimental	21,150	100.00%	21,150
EDA M Loera	19,290	100.00%	19,290
Application Dev./Database	32,814	5.00%	1,641
Program Development Assoc.	18,066	10.00%	1,807
Network Support Specialist	16,579	7.00%	1,161
Service Center Manager	24,906	5.00%	1,245
Program Support Specialist	13,374	5.00%	669
Service Center Manager	26,076	5.00%	1,304
Program Support Specialist	12,198	5.00%	610
Division Director	35,952	5.00%	1,798
Temp EDA	11,665	100.00%	11,665
Temp EDA	11,665	100.00%	11,665
			0
			0
TOTAL SALARIES (Line 1) (Record on Program Budget Page)			\$129,868
Fringe Benefits % (Line 2): 31.650%			41,103
TOTAL STAFF COSTS			170,971

KEY

A Annual Salary

B Percent of the Salary to be Charged to HHSA

C Amount to be Charged to WIA Program Activities

BUILDING/SPACE COST

Agency Name: Proteus, Inc.

Contract No.: _____

Contract Term: 01/01/09-6/30/09

Activity Name: HHSa Welfare to Work

Mod Number: _____

BUILDING MAINTENANCE: (Note: Circle one Cost: <u>Annual</u> Monthly)						WIA Program	Total
Dinuba Vocational Center	250		1	250	100.00%	250	250
Location	Total Maint. Cost	X	Cost/sq. ft.	Total Maint.	% to Budget		
Visalia T&E	550		1	550	100.00%	550	550
Location	Total Maint. Cost	X	Cost/sq. ft.	Total Maint.	% to Budget		
Proterville T&E	1,350		1	1,350	100.00%	1,350	1,350
Location	Total Maint. Cost	X	Cost/sq. ft.	Total Maint.	% to Budget		
Dinuba T&E	0		1	0	0.00%	0	0
Location	Total Maint. Cost	X	Cost/sq. ft.	Total Maint.	% to Budget		
Tulare T&E	0		1	0	0.00%	0	0
Location	Total Maint. Cost	X	Cost/sq. ft.	Total Maint.	% to Budget		
Administration	98		1	98	100.00%	98	98
Location	Total Maint. Cost	X	Cost/sq. ft.	Total Maint.	% to Budget		
Human Resource	0		1	0	0.00%	0	0
Location	Total Maint. Cost	X	Cost/sq. ft.	Total Maint.	% to Budget		
Distribution Center			1	0	0.00%	0	0
Location	Total Maint. Cost	X	Cost/sq. ft.	Total Maint.	% to Budget		
TOTAL BUILDING MAINTENANCE BY CATEGORY (Totals to Line 5)						2,248	2,248

BUILDING RENT (Note: Circle one Cost: <u>Annual</u> Monthly)						WIA Program	Total
Dinuba Vocational Center	3,614		1.00	3,614	100.00%	3,614	3,614
Location	Total sq. ft.	X	Cost/sq. ft.	Total Rent	% to Budget		
Visalia T&E	3,515		1.00	3,515	100.00%	3,515	3,515
Location	Total sq. ft.	X	Cost/sq. ft.	Total Rent	% to Budget		
Proterville T&E	5,828		1.00	5,828	100.00%	5,828	5,828
Location	Total sq. ft.	X	Cost/sq. ft.	Total Rent	% to Budget		
			0.00	0	0.00%	0	0
Location	Total sq. ft.	X	Cost/sq. ft.	Total Rent	% to Budget		
					0.00%	0	0
Location	Total sq. ft.	X	Cost/sq. ft.	Total Rent	% to Budget		
Administration	382		1.00	382	100.00%	382	382
Location	Total sq. ft.	X	Cost/sq. ft.	Total Rent	% to Budget		
					0.00%	0	0
Location	Total sq. ft.	X	Cost/sq. ft.	Total Rent	% to Budget		
			#DIV/0!		0.00%	0	0
Location	Total sq. ft.	X	Cost/sq. ft.	Total Rent	% to Budget		
TOTAL BUILDING RENT BY CATEGORY (Totals to Line 6)						13,339	13,339

EQUIPMENT MAINTENANCE/RENT COST

Agency Name: Proteus, Inc.

Contract No.: _____

Contract Term: 01/01/09-6/30/09

Activity Name: HSA Welfare to Work

Mod Number: _____

EQUIPMENT MAINTENANCE (Note: Circle one Cost: <u>Annual</u> Monthly)				Months	WIA Program	Total
Dinuba Vocational Center	0	0.00%		0	0	0
Location	Total	X	%	=	Amount to	
	Maint. Cost		to Budget		Budget	
Visalia T&E	300	100.00%		300	300	300
Location	Total	X	%	=	Amount to	
	Maint. Cost		to Budget		Budget	
Proterville T&E	150	100.00%		150	150	150
Location	Total	X	%	=	Amount to	
	Maint. Cost		to Budget		Budget	
			0.00%	0	0	0
Location	Total	X	%	=	Amount to	
	Maint. Cost		to Budget		Budget	
			0.00%	0	0	0
Location	Total	X	%	=	Amount to	
	Maint. Cost		to Budget		Budget	
Administration	0	0.00%		0	0	0
Location	Total	X	%	=	Amount to	
	Maint. Cost		to Budget		Budget	
			0.00%	0	0	0
Location	Total	X	%	=	Amount to	
	Maint. Cost		to Budget		Budget	
			0.00%	0	0	0
Location	Total	X	%	=	Amount to	
	Maint. Cost		to Budget		Budget	
TOTAL EQUIPMENT MAINTENANCE BY CATEGORY (Totals to Line 9)					450	450

EQUIPMENT RENT (Note: Circle one Cost: <u>Annual</u> Monthly)				WIA Program	Total
Dinuba Vocational Center	475	100.00%		475	475
Location	Total Cost	X	%	=	Amount to
			to Budget		Budget
Visalia T&E	257	100.00%		257	257
Location	Total Cost	X	%	=	Amount to
			to Budget		Budget
Proterville T&E	491	100.00%		491	491
Location	Total Cost	X	%	=	Amount to
			to Budget		Budget
			0.00%	0	0
Location	Total Cost	X	%	=	Amount to
			to Budget		Budget
			0.00%	0	0
Location	Total Cost	X	%	=	Amount to
			to Budget		Budget
Administration	130	100.00%		130	130
Location	Total Cost	X	%	=	Amount to
			to Budget		Budget
	0	0.00%		0	0
Location	Total Cost	X	%	=	Amount to
			to Budget		Budget
			0.00%	0	0
Location	Total Cost	X	%	=	Amount to
			to Budget		Budget
TOTAL EQUIPMENT RENT BY CATEGORY (Totals to Line 11)					1,353

OTHER OPERATING COSTS

Agency Name: Proteus, Inc.

Contract No.: _____

Activity Name: HHS Welfare to Work

Contract Term: 01/01/09-6/30/09

Mod Number: _____

OTHER OPERATING COSTS (Line 17)					WIA Program	Total
*Indirect Costs	36,765	100%		36,765	36,765	36,765
Specify Other	Total Cost	X	%	= Amount to		
See List Below	7,530	100.00%		7,530	7,530	7,530
Specify Other	Total Cost	X	%	= Amount to		
			to Budget	Budget		
Purpose				Total Annual Cost		
Staff Travel				3,600		
Consultants & Contracts Services/Lic. Renewal				500		
Staff Training				1,000		
Utilities				2,430		
*(Approved Indirect Costs Rate @ 21.21% of Salaries + Benefits)						
TOTAL BY CATEGORY					44,295	44,295

Agency Name: Proteus, Inc.

Contract No: _____

Program Name: HHS Welfare to Work

Contract Term: 01/01/09-6/30/0

Mod Number: _____

PARTICIPANT COST

Description		WIA Funded Total
1	Participant Wages (Work Experience, Internship)	64,000
2	Participant Fringe Benefits	8,736
3	Sub-total - Wages/Fringe Benefits (enter on Budget Sheet, line 20)	\$ 72,736
4	OJT Employer Reimbursement (enter on Budget Sheet, line 23)	
5	Support Services (enter on Budget Sheet, line 21)	
6	Other Participant Costs	
7	Occupational Skills Training	
8	Training Supplies	4,500
9	Transportation	
10	Uniforms	
11	Tools	
12	Other (describe below)	
13		
14		
15		
16		
17		
18		
19	Sub-total Other Participant Program Costs (Enter on Budget Sheet, line 22)	4,500
20	Total Participant Costs (lines 3+4+19) (Enter on Budget Sheet, line 24)	\$ 77,236

All costs must be clearly explained in the Budget Justification section of your program narrative.

Proteus
Proposed Invoice Schedule

Month	Invoice Date	Invoice Amount
January 2009	February 1, 2009	52,829
February 2009	March 1, 2009	52,829
March 2009	April 1, 2009	52,829
April 2009	May 1, 2009	52,829
May 2009	June 1, 2009	52,829
June 2009	July 1, 2009	52,830
Total		\$316,975

Exhibit "C"
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance of \$1,000,000.

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance have to meet the following requirements:
 - a. *Name the COUNTY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.*
 - b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.*
 - c. *Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.*
2. The Certificate of Insurance for Workers Compensation, should include the following:
 - a. *Waiver of Subrogation. Contractor waives all rights against the County and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the County Risk Manager or County Risk Manager's designee.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

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