

**SERVICE
AGREEMENT
CONTRACT**



For WDB Use Only
**Contract No.
PY-23-008**

1. This Contract is entered into between the Workforce Development Board (WDB) of Solano County and LifeSpace Labs (“Contractor”) for American Recovery Plan Act (ARPA) Industry Based-Training Development Project Services.
2. The term of this Contract is: April 1, 2024 through September 30, 2024. Should WDB’s contract with the County of Solano be extended, the WDB will notify Contractor through an administrative letter and automatically extend the terms of this contract through December 31, 2024.
3. The Maximum amount of this contract is: \$155,278.00

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – General Terms and Conditions
- Exhibit D – ARPA Special Terms and Conditions

<p>APPROVED Workforce Development Board of Solano County</p> <p>BY: _____ (Signature, Authorized Representative) NAME: <u>Heather Henry</u> TITLE: <u>President/Executive Director</u> DATE: _____</p> <p>ADDRESS: 500 Chadbourne Rd, Suite A Fairfield, CA 94534 (707) 864-3501</p>	<p>APPROVED LifeSpace Labs</p> <p>BY: _____ (Signature, Authorized Representative) NAME: <u>Dipesh Lad</u> TITLE: <u>CEO</u> DATE: _____</p> <p>ADDRESS: 3333 Vaca Valley Parkway, Suite 400 Vacaville, CA 95688 (831) 578-4989</p>
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Approved as to Form:

Solano County Counsel

APPROVED FOR SOLANO COUNTY

BY: _____
(Signature)
NAME: William Emlen
TITLE: County Administrator
DATE: _____
ADDRESS: 675 Texas Street, Suite 6500
Fairfield, CA 94533
707-784-6100

EXHIBIT A SCOPE OF WORK

I. SERVICE DELIVERY

A. GENERAL EXPECTATIONS OF THE CONTRACTOR

1. Develop a hands-on Research Associate Training Program strategically designed to address the training needs of the transitioning workforce, community college students, and higher education professionals.
2. Follow American Rescue Plan Act (ARPA) and Workforce Development Board (WDB) of Solano County’s programmatic and administrative guidelines.
3. Document and communicate project progress in a reliable, professional, and responsible manner.

B. SERVICE ACTIVITIES

Contractor will provide the service activities as outlined below to accomplish the goal of the ARPA Industry-Based Job Training initiative. Target population: undergraduate and graduate students and professionals currently employed inside and outside the life sciences sector.

1. ***Development of Training Modules*** – Developing of training modules to build industry-recognized skills in research and development for entry-level positions. Training modules will include the following components:
 - Standard Operating Protocols (SOPs)
 - Hands-on, experiential learning using real-world sequencing projects and diverse laboratory operations
 - Skills assessments
 - Online training tools to support learning of modules

Key competencies emphasized include the ability to independently conduct experiments, encompassing sample processing and instrument operation, and contribute to result interpretation and the design of subsequent experiments within a collaborative scientific team.

Modules will include sampling, sample processing and library preparation methods, sequencing using state-of-the-art instruments, sequencing bioinformatics, hypothesis testing and data analysis, and scientific communication and documentation.

2. ***Mentorship*** – development of mentorship opportunities for participants to engage with research and development professionals.
3. ***Pilot Training*** – Contractor will launch a pilot training cohort to test the functionality and effectiveness of the training modules and mentorship development.
4. Contractor will support collection of registration, completion, credential, and other performance data documentation of participants per agreed-upon guidelines.

II. CONTRACTOR RESPONSIBILITIES

A. AVAILABILITY TO PERFORM SERVICES

1. Contractor will:

- a. Deliver program services in accordance with the negotiated scope of work and budget;
- b. Provide and train qualified staff to plan and administer the contracted services;
- c. Provide program sustainability for duration of the Contract;
- d. Provides services during business days and/or hours appropriate to program participants' needs;
- e. Provide internal monitoring and oversight of program activities and requirements;
- f. Guarantee that all program services provided are readily accessible to eligible individuals and meet Americans with Disabilities Act (ADA) and Equal Opportunity requirements; and
- g. Provide services that adhere to all applicable policies and procedures promulgated by the WDB, the County of Solano, and the Department of Treasury relating to contractor duties and responsibilities pursuant to the terms and conditions of this Contract.

B. HOURS OF OPERATIONS

Contractor shall offer its services on a provided schedule from Monday through Friday or based on the need and availability of the targeted population to be served.

C. CONTRACTOR'S RESOURCES

Contractor will implement and coordinate services and provide all necessary instructions, supervision, and supplies for program activities. Contractor shall maintain sufficient resources, including computer technology, to deliver the services and perform necessary administrative functions throughout the term of this contract.

D. CONFIDENTIALITY

All correspondence, communication and reporting mechanisms will adhere to WDB policies to safeguard the client's confidentiality. No information that would personally identify the individual may be included in email correspondence. See *WDB 2018-01 Use and Confidentiality of Participant Personally Identifiable Information (PII) Policy* for further details.

E. COMMUNICATION AND MATERIALS

The Contractor will maintain regular communication with WDB staff. As part of this communication, the Contractor must inform the WDB of any special events under the ARPA umbrella of services prior to implementation.

Any documents connected with the contract and that use Contractor funds from the WDB must include the logo of the County of Solano, as well as the statement "Made possible by the funding from the County of Solano." Appropriate documents include websites, news releases, brochures, newsletters, flyers, advertisements, public service announcements, posters, and any other public communication items. In addition, appropriate accessibility and accommodation information must be included in printed and digital collateral materials.

F. DOCUMENTATION AND RECORDS

The WDB and County of Solano shall have full and free access to any project documents and records at all times during normal business hours, including the right to inspect, copy, audit, and

make records from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the WDB and the County of Solano shall have access to such records in the event an audit is required.

All reports, records, documents, and other materials prepared by the Contractor in the performance of this contract shall be the property of the WDB and shall be delivered upon request of the WDB. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the WDB of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use and shall have an unrestricted right to use the concepts embodied therein.

G. REPORTING REQUIREMENTS

Contractor shall work with the WDB to support any participant or project reporting requirements for services provided to participants as part of this Contract. All services being offered to participants will be entered into CalJOBS and reviewed by WDB staff on a regular basis. The Contractor will provide project updates and reports in a format and timeline mutually agreed upon by the WDB and Contractor.

H. OUTCOMES

Contractor will provide the following milestones:

- Procure all necessary supplies for training by June 30, 2024
- Complete the development of training modules by September 30, 2024
- Launch outreach efforts for pilot training cohorts from August 1, 2024, to October 11, 2024
- Provide work experience services for up to 12 clients over the course of the contract from October 25, 2024, through December 20, 2024

III. WDB RESPONSIBILITIES

The WDB staff will be responsible for the following:

1. Provide project enrollment, case management, data entry, documentation maintenance, and outcome tracking for participants entering project activities;
2. Evaluate and monitor the management and operations of all programs funded by the WDB, including:
 - Annual ADA, equal opportunity, and accessibility compliance reviews;
 - Periodic review of accurate expenditures against cost categories and within cost limitations specified in ARPA regulations;
 - Periodic review of programmatic delivery and documentation compliance.
3. Provide technical assistance to Contractor staff in the areas of ARPA compliance;
4. Inform Contractor of Federal, State, and local policies and procedures that may impact the operations of the program, and give assistance as needed to implement them accordingly;
5. Ensure compliance with all rules, regulations, and policies issued under ARPA; and
6. Process payments for services.

The roles and responsibilities of the WDB and Contractor may be refined and changed due to changes in Federal, State or Local law, regulations, or policies relating to ARPA upon written notification and in accordance with section 13 and 26 in Exhibit C.

**EXHIBIT B
 BUDGET DETAIL AND PAYMENT PROVISIONS**

BUDGET SUMMARY (Cost Categories)	COSTS (4/24 – 9/24)	TOTAL
PROGRAM OPERATING COSTS		
Lab Supplies, License & Maintenance, and set-up	\$25,000	\$25,000
Workforce Training Program Development	\$89,750	\$89,750
Operating Expenses – rent, biohazard waste, utilities, etc.	\$20,000	\$20,000
Contract Management	\$5,000	\$5,000
SUBTOTAL OPERATING COSTS:	\$139,750	\$139,750
ADMINISTRATIVE COSTS		
Administrative Costs (10%)	\$15,528	\$15,528
CONTRACT TOTALS:	\$155,278	\$155,278

1. The WDB agrees to pay the Contractor for services upon the presentation of an appropriate invoice and documents supporting the deliverables as defined in the Scope of Work to be performed. The Contractor shall submit monthly invoices detailing work performed for each deliverable detailed in the Scope of Work (Exhibit A) and amount payable to the WDB’s Executive Director/President, or designee. Monthly invoices for payment should be submitted to the WDB by the 15th day of the subsequent month. The payment shall be made only after the services required under this contract have been performed to the satisfaction of the Executive Director/President or designee, and the deliverables described in Exhibit A, Scope of Work have been accepted in writing by the Executive Director/President or his/her designee.
2. Contractor must request approval for transfers between budget line items, which are set forth in Exhibit B (Budget Summary) when the cumulative amount of such transfers exceed 10% of the budget cost category total amount. Requests for transfers between budget line items must be presented to the WDB in writing, which approval may be withheld in the sole and absolute discretion of WDB. WDB may authorize the addition of budget line items for transfers under this section, provided that the line item added does not substantially change the scope of services to be provided under this Contract and does not increase the total contract amount.
3. Contractor shall provide any additional documentation as required by WDB at any time in order to substantiate Contractor’s claims for payment. WDB may elect to withhold payment for failure by Contractor to provide such documentation required by WDB.
4. Contractor must maintain backup documentation onsite that supports the financial data submitted to the WDB. Contractor shall make this backup documentation available upon request of the WDB.
5. Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, equipment, or payments to subcontractors. Such expenses include specific items directly charged to the project. The expenses must be grant-related (i.e., to further the program objectives as defined in the grant award) and be incurred (realized) during the grant period. County reserves the right to make the final determination if an operating expense is allowable and necessary.
6. The maximum payment under the terms of this contract shall under no circumstances exceed **\$155,278** for the related expenses unless this contract is modified in accordance with Section 26 in Exhibit C.