City Attorney of Long Beach 333 West Ocean Boulevard Long Beach, California 90802-4664 Telephone (562) 570-2200

SIXTH AMENDMENT TO CONTRACT NO. 27206

THIS SIXTH AMENDMENT to Contract No. 27206 ("Sixth Amendment") is authorized pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on the 15th day of November, 2005, between the CITY OF LONG BEACH and FOSTER ASSESSMENT CENTER AND TESTING SERVICE, INC., collectively referred to as the parties.

- 1. <u>RECITALS</u>. This Sixth Amendment is made with reference to the following facts and objectives:
- January 1, 2001 ("Contract") which Contract was amended by that First Amendment to Contract dated February 6, 2002; that Second Amendment to Contract dated August 6, 2002; that Third Amendment to Contract dated September 5, 2003; that Fourth Amendment to Contract dated February 11, 2004; and that Fifth Amendment to Contract dated January 31, 2005.

WHEREAS, the parties now desire to further amend the Contract and extend the term through June 30, 2006.

NOW, THEREFORE, the parties mutually agree as follows:

- 2. This Sixth Amendment shall become effective on January 1, 2006.
- 3. The term of this Contract shall be and is hereby extended through June 30, 2006.
- 4. Except as modified by this Sixth Amendment, all of the terms, covenants and conditions of the Contract shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth 1 2 Amendment to Contract as of the date first set forth above. 3 **FOSTER** ASSESSMENT **TESTING** SERVICE, INC., a 4 corporation 5 2005 PUSTER-ASSESSMENT MIRECTOR 6 (Print Name and Title) 7 2005 8 FUSTER- DIRECTOR OF SERVICES 9 (Print Name and Title) 10 "Contractor" 11 CITY OF LONG BEACH, a municipal corporation 12 By. City Manager 13 "City" 14 Approved as to form this dayof 15 ROBERT E. SHANNON, City Attorney 16 By_ 17 Everett L. Glenn, Deputy 18 19 20 21 22 23 24 25 26 27 ELG:rl 11/30/05 (6th AMD FOSTER) #02-00450 28

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CENTER

California

ATTACHMENT "A.6"

Scope of Work

Vocational Assessment Services Fee for Services

CONTRACTOR:

Craig Foster, dba Foster Assessment Center and

Testing Service (FACTS), Inc. 123 Hodencamp Road, Suite 104 Thousand Oaks, California 91360

CONTRACT PERIOD:

January 1, 2001 – June 30, 2006

I. STATEMENT OF WORK:

In accordance with this Contract, Craig Foster, dba, Foster Assessment Center and Testing Service (FACTS), hereinafter referred to as the "Contractor", will provide assessment services according to WIA policies and regulations and according to the Workforce Investment Area's written policies and procedures. Contractor shall also provide vocational assessment services for any applicable project/funding source occurring during the term of this Contract.

II. AMOUNT OF CONTRACT:

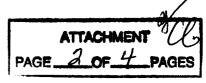
Funding will be based upon a per-participant fee schedule to achieve the aforementioned goals. The Contract will be reimbursed through a Purchase Order process. All cost will be in compliance with Attachment "B.6" and will not exceed specified costs for services rendered per participant.

III. SERVICES:

- A. Contractor will provide a complete objective assessment, or modified assessment as specified by the Workforce Investment Area.
- B. Contractor will ensure that participants are enrolled into the appropriate program prior to administering the assessment.
- C. Orientation: A group orientation will be conducted prior to starting the assessment process. This orientation will include, but is not limited to the following:
 - 1. Convey to participant the purpose of the assessment
 - 2. Describe what may be expected in terms of assessment tools
 - 3. Relate testing schedule and facility services information
 - 4. Stress the positive and helpful aspects of the assessment through involvement in motivational activities
 - 5. Elicit full cooperation and commitment toward the assessment process
- D. Assessment: Specific tools to be utilized in the assessment process may include, but are not limited to the following:

ATTACHMENT A. L. PAGE ___OF___PAGES

- 1. Structured interview
- 2. Performance tests (skills and/or work samples, i.e., VALPAR, TOWERS, JEVS)
- 3. Behavioral observations
- 4. Interest and/or attitude inventories (high school or college level COPS with tie in to an approved demand job listing, SDA)
- 5. Career guidance instruments (ERISS)
- 6. Aptitude test
- 7. Basic skills tests which will include reading, vocabulary, comprehension, and mathematics (WRAT, GATES reading series)
- 8. Personality (Myers Briggs)
- 9. Work values
- 10. Computerized transferable skills analysis (ERISS)
- E. Diagnostic evaluation of employment barriers may include, but are not limited to the following:
 - 1. Family situation
 - 2. Work history
 - 3. Education
 - 4. Occupational skills
 - 5. Interests
 - 6. Aptitudes (including non-traditional occupations)
 - 7. Attitude toward work
 - 8. Motivation toward work
 - 9. Behavior patterns affecting employment potential
 - 10. Financial resources and needs
 - 11. Support service needs
 - 12. Personal employment information (as it relates to the local labor market)
- F. Assessment for limited English speaking persons: Testing tools including reading comprehension and vocabulary tests in a variety of native languages. Bilingual staff will analyze participant's reading skills and ability to function in a work setting. Non-verbal assessment work samples will be utilized.
- G. Provide recommendations for the Individual Readjustment Plan (IRP) (WIA Title I) or the Individual Service Strategy (ISS) to participants and case managers. Provide transferable skills analysis for demand occupations that are within the participant's capabilities.
- H. Contractor shall provide a complete explanation of testing results to the participant via a vocational counselor. The evaluation session shall include, but not be limited to the following:
 - 1. Interpretation and cross correlation of results
 - 2. Determination of career awareness, vocational preferences, and tentative employment goals
 - 3. Educational competencies and functional levels of work aptitudes
 - 4. Detailed employment strengths and weaknesses as well as barriers to employment and potential service strategies
- I. Contractor shall also work with the CTC's Business Services Division and offer two forms of pre-employment testing for employers working with the CTC.



- 1. Package #1 includes reporting for a minimum of five participants with up to four test instruments to be reported on a group results template and billed on a per-participant basis as a fee for services for \$40.000 per participant.
- 2. Package #2 consists of a more complete pre-employment testing package with up to six instruments for a cost of \$65.000 per participant. Results will be reported on an individual type report format, with individualized behavioral observations.
- J. Contractor shall offer vocational testing services for participants in Core Services. Referrals can be made on an individual basis by Case Managers. A typewritten report shall be provided on an individual basis. The report will be \$45.00 for a minimum of three test instruments, and \$15.00 for each additional test. Contractor is available for review or interpretation of any test results with the participant or the Case Manager.

IV. QUALIFICATIONS OF STAFF ADMINISTERING ASSESSMENTS:

A. Supervision of staff administering and evaluating the assessments must be completed by a Certified Vocational Evaluation Specialist.

V. RECORD MANAGEMENT AND TIMELINES:

- A. Contractor will provide all assessment results to the appropriate referring agency or case manager within five working days of assessment completion.
- B. All records shall be made available to the City for inspection on an as-needed basis.
- C. Contractor will be responsible for the accuracy and completeness of all testing and for the security of all related documents and data.

VI. CONTINUATION OF CONTRACT:

- A. Continuation of this contract is contingent upon the satisfactory achievement of the standards and goals of the contract; and/or
- B. Availability of WIA funds from the State of California.

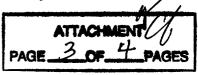
VII. INVOICING REQUIREMENTS:

- A. Contractor is responsible for the ordering, payment, and receiving all materials necessary to administer assessments.
- B. Contractor will ensure that billing is submitted monthly and is in compliance with Attachment "B.5" fee schedule.

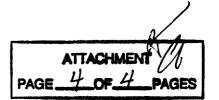
VIII. CONTRACT MODIFICATION:

Contractor agrees to the following procedures for modification of this contract:

A. All requests for contract modifications must be written and provide detailed justification for such a modification and be approved by the City.



- B. The Workforce Investment Area may initiate a modification at anytime during the contractual term with written concurrence from the Contractor.
- C. Any changes made in Attachment "B.6" Fee Schedule must be approved by the City and be processed either through a Letter of Modification or an Amendment.



CITY OF LONG BEACH DEPARTMENT OF COMMUNITY DEVELOPMENT ATTACHMENT "B.6" WORKFORCE INVESTMENT ACT TITLE

OBJECTIVE ASSESSMENT

FEE SCHEDULE

CONTRACTOR	Foster Assessment Center and Testing Service (FACTS), Inc.
CONTRACT PERIOD	January 1, 2001 through June 30, 2006
FUNDING SOURCE(S)	WIA Title I: R588729/R692480
Full Assessment & report including ISS & IRP	
recommendations	\$250.00
Modified Assessment & report including ISS &	
IRP recommendations	\$150.00
Pre-Employment Testing (package #1)	\$45.00 per participant
Employer Pre- employment Testing (package #2)	\$65.00 per participant
N	
Testing Services for	
Participants in Core	\$45.00 for a minimum of three test instruments,
Services	\$15.00 for each additional test.

