

1 **SIXTH AMENDMENT TO CONTRACT NO. 27206**

2 **27206**

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

8 1. RECITALS. This Sixth Amendment is made with reference to
9 the following facts and objectives:

10 1.1 The parties entered into Contract No. 27206 dated
11 January 1, 2001 ("Contract") which Contract was amended by that First Amendment
12 to Contract dated February 6, 2002; that Second Amendment to Contract dated
13 August 6, 2002; that Third Amendment to Contract dated September 5, 2003; that
14 Fourth Amendment to Contract dated February 11, 2004; and that Fifth Amendment
15 to Contract dated January 31, 2005.

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

18 NOW, THEREFORE, the parties mutually agree as follows:

19 2. This Sixth Amendment shall become effective on
20 January 1, 2006.

21 3. The term of this Contract shall be and is hereby extended
22 through June 30, 2006.

23 4. Except as modified by this Sixth Amendment, all of the
24 terms, covenants and conditions of the Contract shall remain unchanged and in full
25 force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to Contract as of the date first set forth above.

FOSTER ASSESSMENT CENTER AND TESTING SERVICE, INC., a California corporation

12/17/15, 2005

By: [Signature]
CHRIS FOSTER - ASSESSMENT DIRECTOR
(Print Name and Title)

_____, 2005

By: [Signature]
ANDREA FOSTER - DIRECTOR OF SERVICES
(Print Name and Title)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

1/19/16, 2005

By: [Signature]
City Manager

"City"

Approved as to form this 10th day of Jan, 2006.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Everett L. Glenn, Deputy

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

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:

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
Testing Services for Participants in Core Services	\$45.00 for a minimum of three test instruments, \$15.00 for each additional test.