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CONTRACT AMENDMENT NO. 1

November 3, 2021

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Subject: RFP 018-21 Before and After Care Services for PGCPS Managed Sites

This Contract Amendment (the "Contract Amendment") is made by the Board of Education of Prince George's County and **AlphaBest, Inc.** to the Agreement dated July 1, 2021 (the "Agreement").

1. The purpose of the Contract Amendment is to:
 - A. Terminate the MOU between Prince George's County Board of Education and AlphaBest Education, Inc. dated July 1, 2019.
 - B. Incorporate additional schools to the agreement for **RFP 018-21 Before and After Care Services for PGCPS Managed Sites**. The schools/centers via this Contract Amendment were originally serviced under the MOU between Prince George's County Board of Education and **AlphaBest Education, Inc.** dated July 1, 2019 (MOU terminated via this Contract Amendment). In addition, include schools/centers reassigned to **AlphaBest Education, Inc.** See Attachment A for the list of all additional schools added to the Agreement.
 - C. Incorporate mandatory Covid-19 vaccination verification and weekly Covid-19 testing requirements for contractors, vendors, volunteers, interns, and any other non-PGCPS employee who is doing any work or providing services on-site at a PGCPS office or school. See Attachment B for Covid-19 mandatory requirements.
2. Except as set forth in this Contract Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms set forth in the original agreement.

3. **In Witness Whereof**, the undersigned agree to be bound by the terms and conditions set forth in this Contract Amendment to the Contract Award.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:



Nov 4, 2021

Nov 4, 2021

Melissa Moreano (Nov 4, 2021 09:10 EDT)

keith.stewart@pgcps.org keith.stewart@pgcps.org (Nov 4, 2021 09:55 EDT)

SIGNATURE

DATE

SIGNATURE

DATE

NAME

Keith Stewart

NAME:

TITLE

Director, Purchasing & Supply Services

TITLE

FIRM

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772

ATTACHMENT A**ADDITIONAL SCHOOLS TRANSFERRED/REASSIGNED TO ALPHABEST, INC.****FOR RFP 029-21 BEFORE AND AFTER CARE SERVICES
FOR PGCPS MANAGED SITES CONTRACT****Schools Transferred to the Contract from the AlphaBest MOU dated July 19, 2019**

1. Accokeek Academy
2. Allenwood Elementary
3. Apple Grove Elementary
4. Arrowhead Elementary
5. Avalon Elementary
6. Brandywine Elementary
7. Capitol Heights Elementary
8. Clinton Grove Elementary
9. Gladys Noon Spellman Elementary
10. Hillcrest Heights Elementary
11. John Hanson Montessori
12. Maya Angelou French Immersion
13. Overlook Full Spanish Immersion
14. Panorama Elementary
15. Patuxent Elementary
16. Robert R. Gray Elementary
17. Suitland Elementary

Schools Reassigned to AlphaBest

1. Concord Elementary School
2004 Concord Land
District Heights, MD 20747
2. Doswell E. Brooks Elementary School
1301 Brooke Road
Capitol Heights, MD 20743
3. Edward Felegy Elementary School
6110 Editors Park Drive
Hyattsville, MD 20782
4. Francis Scott Key Elementary School
2301 Scott Key Drive
District Heights, MD 20747
5. John Bayne Elementary School
7010 Walker Mill Rd
Capital Heights, MD 20743

ATTACHMENT B**MANDATORY COVID 19: VACCINE AND TESTING REQUIRMENTS
AND ON-SITE PROGRAMMING BY NON-PGCPS EMPLOYEES**

WHEREAS, the Parties desire to incorporate the terms of policy into the aforementioned Contract in order to document expectations of Respondent/Vendor/Contractor/Partner's staff regarding Covid-19 vaccination and testing mandates for PGCPS.

NOW THEREFORE, THIS CONTRACT AMENDMENT WITNESSETH THAT, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. COVID-19: VACCINE AND TESTING REQUIREMENTS AND ON-SITE PROGRAMMING BY NON-PGCPS EMPLOYEES

Effective September 13, 2021, or at any time during the term of this Contract in which services commence by any intern, volunteer, vendor, contractor or employee of Partner (referred to herein as "Partner's staff"), PGCPS will require proof of vaccination against Covid-19 or weekly proof of a negative Covid-19 test [with results obtained within seventy-two (72) hours] each Monday for unvaccinated Partner's staff who are providing services on-site at a PGCPS facility.

1. Unless otherwise stated and to the extent possible, Partner's services shall be rendered virtually during the term of this Contract or until such time that PGCPS authorizes in-person services by Partner.
2. In the event Partner's services must be provided at a PGCPS site (not virtually):
 - a. Partner's staff shall be required to provide confirmation of vaccination to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed.
 - b. Partner's staff shall be required to submit a list or other documentation of all Partner's staff who are vaccinated prior to the initiation of services. During the term of the Contract, Partner shall be responsible for supplementing this list for any new Partner staff assigned to provide services under this Contract prior to the Partner's staff's start date of services.
 - c. Unvaccinated, staff providing services at a PGCPS site must present proof of a negative Covid-19 test taken within seventy-two (72) hours to the designated PGCPS Point of Contact (i.e. principal/designee or responsible department/office representative) who is responsible for ensuring that the scope of services are completed. Contractor shall be responsible for providing results from pharmacies and labs that are accredited to administer Covid-19 testing. Results obtained from home Covid-19 testing kits will not be accepted and shall not meet the requirements of this Contract.
 - d. Partner shall be required to submit a list or other documentation of all Partner's staff who tested negative by the close of business each Monday. If Monday is a holiday, then the list or other documentation must be submitted on the next day in which schools are open by close of business. This requirement shall continue *each week during the term of this Contract*.
 - e. PGCPS will not be responsible for testing Partner's staff. Failure to provide proof of negative results will bar Partner's staff from providing in-person services at a PGCPS site until such time as the information is presented.

3. Partner shall inform its PGCPS Point of Contact via phone call or email immediately upon being informed that any of its staff are unavailable to provide onsite services for any day(s) in which they are unable to present a negative Covid-19 test.
 4. In the event a non-PGCPS staff tests positive for Covid-19, Partner shall inform the PGCPS Point of Contact immediately but no later than 24 hours after receiving notification of a positive Covid-19 test from the non-PGCPS employee.
- B. The Parties agree that all other terms and conditions of the MOU shall remain in full force and effect and shall only be amended in writing, signed by both parties.