

CERTIFICATION REGARDING HEALTH AND SAFETY GUIDELINES

The Gilroy Unified School District (“District”) is committed to providing a safe environment at their facilities, and for its students and staff. This Certification is required prior to entering a District facility to perform Services or Work, as applicable and as defined in the agreement or contract to which this Certificate is attached (hereafter, the “Agreement”).

CERTIFICATION

I, the undersigned, am a representative of the Consultant or Contractor (hereafter, the “Consultant”) under the Agreement. As such, I am familiar with the facts herein certified and am authorized to execute and deliver this Certificate. I do hereby certify to District on behalf of Consultant and subconsultant, if any, providing Work or Services under the Agreement, as follows:

1. We are in compliance with the applicable COVID19 standards and guidelines, including the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards (the “COVID19 Standards”), California Department of Public Health guidance, particularly as it relates to K-12 schools (“CDPH Guidance”), and the Santa Clara County Public Health Department Guidelines, including the Health Officer’s Order concerning COVID-19, as currently in effect (if any, the “County Order”). Consultant will provide evidence of compliance upon request.
2. **Notice Regarding District Sites.** Prior to allowing any employee or representative of Consultant or Subconsultant (each, a “Provider”) to enter a District site, we will notify them that the District sites have a mixed population of fully vaccinated, not fully vaccinated and unvaccinated people.

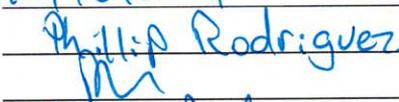
Release and Indemnity. Consultant fully releases and discharges District from, and agrees to protect and hold District harmless against, any liabilities, costs or losses related to any claim, lawsuit or demand by a Provider arising from or relating to any COVID19 infection related, or claimed to be related to, such Provider’s work at any District site. ***This Release and Indemnity shall survive the termination of the Agreement.***

Consultant’s Initials _____

3. **Safety Measures.** Consultant will ensure that Providers comply with all safety and prevention measures applicable under the COVID19 Standards, CDPH Guidance, the County Order, and District policies and procedures.
4. **Vaccination Status; COVID19 Testing.** In accordance with CDPH Guidance and the State Public Health Order of June 11, 2021, as modified by the August 11, 2021 Order, Consultant has taken and will take in connection with the Work or Services, the following steps:
 - (i) Consultant, and each subconsultant, as applicable, have verified, or will verify prior to commencement of the Work or Services, the vaccination status of all Providers in accordance with CDPH Guidance for vaccine records; and
 - (ii) Consultant will ensure that all Providers who are unvaccinated or incompletely vaccinated or for whom vaccine status is unknown are tested at least once a week, without exemption for any reason, using either antigen or molecular (PCR) tests that have Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration (FDA); and
 - (iii) We have a diagnostic screening testing plan to track test results and conduct workplace contract tracing, and all positive results are reported to local public health departments and to the District for workplace contract tracing purposes.

By signing below on behalf of Consultant, I certify that the information provided in this Certificate is true and accurate as of the date below. I further certify that I will actively monitor compliance with all

the above during the term of the Agreement and if I learn of any facts which differ from the responses provided above, at any time during the performance of the work or services, I shall inform the District immediately in writing. I understand that failure to comply with the applicable requirements or providing inaccurate or false information under this Certificate constitutes a breach under the Agreement and that District may, in the event of such breach, terminate the Agreement immediately and may also seek any other remedy available to it at law or equity.

Date: 12/16/2021
Legal Name of Consultant: Phillip Rodriguez
Signature: 
By (Name of signatory): Phillip Rodriguez
Its (Title): CEO