

MT. DIABLO UNIFIED SCHOOL DISTRICT INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT ("Agreement") is between Mt. Diablo Unified School District located and On-Site Health & Safety (the "Business/Organization"), and the Mt. Diablo Unified School District (the "District") (collectively the "Parties") by and on behalf of its Mt. Diablo Youth Employment Services & Career Pathways Programs in order to provide internship placement(s) for District Intern(s) in the Business/Organization, as detailed in this Agreement.

Whereas, the Business/Organization and the District have a mutual interest in training, supervising and hiring District Student to work at Business/Organization;

Whereas, the parties agree that the purpose of this Agreement is to provide onthe-job types of training and learning experiences to YES enrolled youth, in order to develop enrolled youth's occupational competencies;

Whereas, the parties agree that the Business/Organization benefits from this Agreement by gaining productive contributions by YES enrolled youth in the workplace, positive publicity as a partner supporting youth, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

In order to effectuate the purpose and benefits of this Agreement, the parties further agree to the terms and conditions provided below.

1. TERM

The term of this Agreement shall commence on June 1, 2022 and end on June 1, 2025.

2. RESPONSIBILITIES OF DISTRICT

A. District will provide a Work Based Learning (WBL Coordinator) as a single point of contact for Business/Organization and for oversight of intern(s) for the duration of the internship period.

B. The District will provide Intern(s) with a general orientation to effective work-ready essential skills including, but not limited to:

- Adhering to agreed upon Business/Organizations' hours and schedule
- Appropriate workplace conduct, behavior, and dress
- Importance of respecting rules of confidentiality, safety and security
- Procedures for communicating
- C. The District will provide intern(s) and the Business/Organization with an orientation regarding the goals and objectives of the internship(s).
- D. The District will provide intern(s) with a curriculum and instruction focused on workplace issues, skill-building and career development.
- E. The WBL Coordinator will obtain from Business/Organization specifics of the work required of intern(s) and will identify intern(s) to be interviewed and considered for placement, based on information provided by Business/Organization.
- F. The WBL Coordinator will provide intern(s) with all necessary information regarding the Business/Organization and will ensure that intern(s) has signed an Internship Agreement prior to the start of the internship.
- G. The WBL Coordinator will meet with intern and develop learning objectives for the Work Based Learning Plan & Evaluation . The WBL Coordinator will review those learning objectives with the Host Organization
- H. The WBL Coordinator will provide the Business/Organization with an Internship Evaluation to be completed at the end of the internship.
- I. The WBL Coordinator will have regular contact with the intern(s) and Business/Organization for the purpose of monitoring intern performance and progress.
- K. In the event the WBL Coordinator is notified of a performance concern, he or she will consult with Business/Organization supervisor and facilitate communication with intern(s). Upon request by Business/Organization to terminate internship, the WBL Coordinator will facilitate the termination.
- K. District shall maintain all academic records of the intern(s).
- L. The District will carry Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

3. RESPONSIBILITIES OF THE BUSINESS/ORGANIZATION

A. The Business/Organization will assign a liaison who will be directly responsible for supervising intern(s). The Business/Organization will provide the District with the names, addresses, and telephone numbers of the liaison and he or she will be provided with a copy of this Agreement before intern(s) begin work.

- B. The Business/Organization will provide supplemental training and assistance required to insure that intern(s) acquire the skills, knowledge, and ability to function satisfactorily as an employee in the Business/Organization's operation.
- C. The Business/Organization will document intern(s) attendance, evaluate participant progress in accordance with procedures prescribed by District, and maintain verification of time worked.
- D. The Business/Organization will accept from the District the mutually agreed upon number of interns.
- E. The Business/Organization will maintain regular contact with the WBL Coordinator, including immediate contact whenever a concern arises about an intern and/or his or her work experience.
- F. The Business/Organization will provide tasks, duties and projects that are relevant to the intern(s)' education and training. In the event the Business/Organization is no longer able to provide relevant work experience, it will immediately notify the WBL Coordinator.
- G. The Business/Organization will provide the equipment, workspace, and technology necessary for intern(s) to complete assigned tasks unless specific arrangements are made with the WBL Coordinator.
- H. The Business/Organization will sign intern(s)' timesheets on a weekly basis, complete required intern performance assessments, and provide feedback to the WBL Coordinator.
- I. The Business/Organization will provide a safe and supervised work environment for intern(s).
- J. The Business/Organization will allow WBL Coordinator with access to intern(s) during the internship, as needed.
- K. The Business/Organization may request that the WBL Coordinator remove the intern from the program who does not perform satisfactorily, or who fails/refuses to adhere to

the Business/Organization's policies, procedures, rules and regulations. This includes requesting removal of intern(s) who fail to adhere to appropriate behavior, dress and hygiene standards.

- L. The Business/Organization will review with intern(s) completed Internship Evaluation and provide feedback on interns' performance.
- M. The Business/Organization will comply with the requirements of California Education Code sections 49160-49165, provided in Appendix A, which is attached and incorporated by reference into this Agreement.

4. CONFIDENTIAL STUDENT INFORMATION

The Business/Organization understands and agrees that, in connection with this Agreement, it may have access to confidential and personally identifiable intern information, the disclosure of which to third-parties may be damaging to interns. Consequently, the Business/Organization agrees that all intern information disclosed by the District to the Business/Organization shall only be used in performance of this Agreement unless disclosure is required by law or court order.

5. INSURANCE

- **A.** Coverages: for the duration of the Agreement, the Business/Organization shall maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this Agreement. Insurance shall cover the Business/Organization and its agents, representatives, employees or subcontractors and shall be in the following amounts and coverages.
 - i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - ii. Automobile Liability: *If applicable,* ISO Form Number CA 00 01 covering any auto (Code 1), or if Work Site has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than \$250,000 per accident for bodily injury and property damage.
- B. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status

The District shall be named as an additional insured by endorsement to the Business/Organization's Commercial General Liability policy with respect to liability arising out of work or operations performed pursuant the work-based learning experience.

ii. Primary Coverage

For any claims related to this Agreement, the Business/Organization's insurance shall be primary insurance to the District's.

6. INDEMNIFICATION

A. The Business/Organization agrees to indemnify and hold harmless the District and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentionally wrongful acts or omissions of the Business/Organization or its Board, officers or employees. Notwithstanding the foregoing, Business/Organization shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of the District and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Business/Organization, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

B. The District agrees to indemnify and hold harmless the Business/Organization and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentionally wrongful acts or omissions of the District or its Board, officers or employees. Notwithstanding the foregoing, District shall have no obligation under this Section with respect to any Loss that is caused by the sole negligence or willful misconduct of Business/Organization and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by District, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

7. NON-DISCRIMINATION

The parties agree that all intern(s) participating in the work-based learning experience pursuant to this Agreement shall not be discriminated against based on race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status, within the limits imposed by law or agency policy.

In the event of noncompliance by either party to this Agreement, it may be suspended in whole or in part.

8. NOTICE TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

NOTICE TO THE DISTRICT:

DISTRICT SITE/ DEPT.	
HEAD OF SITE/ DEPT.	
STREET ADDRESS	
CITY, STATE, ZIP	
TELEPHONE	
FAX	
EMAIL ADDRESS	

NOTICE TO THE BUSINESS / ORGANIZATION:

BUSINESS/ORGANIZA TION:	On-Site Health & Safety
CONTACT PERSON	Jenna Leavitt
STREET ADDRESS	PO Box 6
CITY, STATE, ZIP	Rodeo, CA 94572
TELEPHONE	866-998-2750
FAX	
EMAIL ADDRESS	jenna.leavitt@oshsadmin.com

7. TERMINATION

This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with fourteen (14) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT
Ву:
Title:
Date:
(Business/Organization Name)
ву:
Title: Executive Administrator
Date: 03/24/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

Named Insured: IOSM, Inc.

Endorsement Effective Date: 05/01/22

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE Insurance Company: Old Republic Insurance Company				
Expiration Date: 05/01/23				
Named Insured: IOSM, Inc.				
Address: 520 6th Street Rodeo, CA 94572				
The lessor when required by written contract to be adde	ed as an Additional Insured			
Address:				
Designation Or Description Of "Leased Autos": Any auto you lease under a written lease agreement w	th a term of six months or more			

Page 1 of 2

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Coverages		Limit Of Insurance		
Covered Autos Liability	\$ 1,000,000	Each "Accident"		
	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus			
Comprehensive	\$ See CA 774 001	Deductible For Each Covered "Leased Auto"		
	Actual Cash Value Or Co	ost Of Repair, Whichever Is Less, Minus		
Collision	\$ See CA 774 001	Deductible For Each Covered "Leased Auto"		
	Actual Cash Value Or Co	ost Of Repair, Whichever Is Less, Minus		
Specified Causes Of Loss	\$	Deductible For Each Covered "Leased Auto"		

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- 2. For a "leased auto" designated or described in the Schedule, the Who Is An Insured provision under Covered Autos Liability Coverage is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

 We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- 3. Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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CERTIFICATE OF LIABILITY INSURANCE

CERTT4

ONSIHEA-01

3/23/2023

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

th	is certificate does not confer rights	to the cert	ificate holder in lieu of s	CONTACT NAME:					
	DUCER License # 0C32169 cho Mesa Insurance Services, Inc.			NAME: PHONE (A/C, No, Ext): (619) 937-0164 (A/C, No):					
250 Riverview Parkway				(A/C, No, Ext): (019)	937-0104	(A	/C, No):		
San	tee, CA 92071			E-MAIL ADDRESS:	Titles to supplementa	WIGH. III CONTROL OF THE CONTROL			
						RDING COVERAGE		NAIC#	
				INSURER A: Old Re	public Insu	rance Company		31143	
INSU	RED			INSURER 8 :					
	IOSM, Inc. Dba: On-Site He	alth & Safe	ety	INSURER C :				_	
	520 6th Street			INSURER D :					
	Rodeo, CA 94572			INSURER E :					
				INSURER F:					
CO	VERAGES CE	RTIFICAT	E NUMBER: 1			REVISION NUMB			
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_	DED RETENTIONS					V PER	OTH-		
Α	WORKERS COMPENSATION AND EMPLOYERS LIABILITY			F/4/2022	5/1/2023	X PER STATUTE	OTH- ER	1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	MWC31568722	5/1/2022	3/1/2023	E.L. EACH ACCIDENT	s	1,000,000	
	OFFICER MEMBER EXCLUDED? (Mandatory in NH)	47				E.L. DISEASE - EA EM	PLOYEE \$	1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLIC	YLIMIT S	1,000,000	
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	CONCORD, CA 94519			AUTHORIZED REPRES	INTATIVE	\bigcirc			

ACORD 25 (2016/03)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THE CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BOZZUTO & Associates Insurance Services 34 S 2nd Street Campbell, CA 95008		CONTACT Kelsey Koga				
		PHONE (A/C, No, Ext): (408) 680-0287 [A/C, No):				
		E-MAIL ADDRESS: kelseyk@dbinsurance.com				
		INSURER(S) AFFORDING COVERAGE	NAIC #			
		INSURER A: Landmark American Insurance Company	33138			
		INSURER B : West American Insurance Company	44393			
IOSM, Inc. DBA On Site Health & Safety 520 6th Street Rodeo, CA 94572	1 Mb	INSURER C:				
	ealth & Safety	INSURER D :				
	572	INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:				

NSR	XCLUSIONS AND CONDITIONS OF SUCH	ADDL SUBI		POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
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		^				MED EXP (Any one person)	s	5,000
				į.		PERSONAL & ADV INJURY	s	3,000,000
	CONTRACTOR OF THE LIMIT ADDITION OF THE					GENERAL AGGREGATE	S	3,000,000
	X POLICY PRO-					PRODUCTS - COMP/OP AGG	s	3,000,000
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	ANY PROPRIETOD/PARTNER/EVECUTIVE	120000				E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	5	
A	Medical Prof Liab		LHC846173	6/4/2022	6/4/2023	Occ/Agg: \$3M/\$3M		
	Property		BFW57172105	4/5/2022	4/5/2023	BPP Limit		122,49°

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Mt. Diablo Unified School District is included as an additional insured on General Liability policy per the attached endorsement.

CANCELLATION		
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
AUTHORIZED REPRESENTATIVE		
Dan Eszputo		

ACORD 25 (2016/03)

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This Endorsement Changes The Policy. Please Read It Carefully,

ADDITIONAL INSURED (BLANKET – PRIMARY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured: any person, organization, trustee, estate or Governmental entity to whom or to which you are obligated, by virtue of a written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by you or on your behalf or to facilities used by you and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate or Governmental entity shall be an Insured only with respect to occurrences taking place after such written contract has been executed or such permit has been issued.

If you are required by a written contract to provide primary insurance this policy shall be primary as respects your negligence and Section IV, Condition 4. Other Insurance does not apply, but only with respect to coverage provided by this policy.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 6/4/2022 forms part of Policy Number LHC846173 issued to IOSM INC DBA: ON SITE HEALTH & SAFETY by Landmark American Insurance Company

Endorsement No.: 01

RSG 95001 0903