Personal Services Agreement Between
The County of Humboldt and Neil Kushner MD.

This agreement is entered into between the County of Humboldt, a political subdivision of the State of California ("County') through the Humboldt County Coroner's Office (Coroner/Public Administrator) and Neil Kushner, M.D., ("Consultant') for the purpose of providing autopsy services.

1. RESPONSIBILITIES OF CONSULTANT

A. Pursuant to the terms and conditions of this agreement, consultant shall, at the direction of the Coroner or his designee, provide autopsy services including, but not limited to, autopsies, record reviews, external examinations, histology, and slide inspection; testimony at trial; and, medical consultation with the Coroner and/or the Humboldt County District Attorney.

B. Autopsy services shall be performed at the Humboldt County Coroner's office at 3012 I Street, Eureka, California, 95501, unless there is a prior agreement between the Coroner or his designee and Consultant regarding off-site autopsy services.

C. Consultant shall provide the Humboldt County Coroner with completed written autopsy and pathology report after each autopsy performed pursuant to this agreement as soon as reasonably possible, but no later than eight weeks from the date the autopsy was begun for cases where toxicology testing is pending analysis.

D. Consultant shall provide at least 15 (fifteen) days' notice whenever consultant will be unavailable to perform services under this agreement for a period of time longer than 10 (ten) days.

2. RESPONSIBILITIES OF COUNTY

County shall compensate Consultant as prescribed in Section 3 and 4 of this agreement and shall monitor consultant's performance.

3. COMPENSATION

Consultant shall be paid pursuant to the following fee schedule:

Autopsies: $800.00 per autopsy and written report of findings;
External Exams: $250.00 per external exam and written report of findings;
Chart Reviews: $150.00.
Telephone Consultation: $50.00 per telephone consultation: and
Court testimony and preparation: $150.00 per hour for preparation and testimony when required by County.

It is understood and agreed by the parties that the above-referenced fees include compensation for histology, slide inspection, and transcription of reports, and preparation for, as well as court testimony for County. It is further understood and agreed by the parties that the consultant shall be paid only for an autopsy or an external examination of the same body but not both.

4. BILLING AND PAYMENT

Consultant shall submit to the Humboldt County Coroner a statement of services rendered after completion of services rendered. The County of Humboldt shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

5. TERMS OF AGREEMENT

The initial term of this agreement shall be for one year beginning as of the date it has been signed by both parties and ending one year later. The term of this agreement shall be automatically renewed for one additional one-year term at the end of the initial term under the same terms and conditions unless either party gives 30 days written notice not to renew. Notwithstanding the foregoing, County of Humboldt shall not be obligated for payments hereunder for any future fiscal year unless or until County of Humboldt's Board of Supervisors appropriates funds for this agreement in County's budget for the fiscal year. County shall give Consultant written notice on or before the date of automatic renewal if County Supervisors have not appropriated funds in which case consultant may suspend work under this agreement until funds are appropriated.

6. TERMINATION OF AGREEMENT

A. If consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of the County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if County Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective. Immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to Paragraph B of this section.

B. County may terminate this agreement without cause on 30 days written notice to Consultant.

C. Consultant may terminate this agreement without cause with 90 days written notice to County.

D. County may terminate this agreement immediately upon oral, followed by written confirmation, of notice should funding cease or be materially decreased during the term of this agreement.

E. County's right to terminate this agreement may be exercised by the Coroner and his designee.

F. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.

G. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS

A. This agreement supersedes all previous agreements relating lo the-subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.

B. No changes, amendments or alterations to this agreement shall be effective unless in writing and signed by both parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Humboldt County Coroner, as long as the parties use the County's standing format amendment contained in the Humboldt County Contracts Manual (Administrative Policy).

C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

8. NON ASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

9. INDEPENDENT CONTRACTOR

Consultant shall during the entire term of this agreement, be construed, to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create and employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control, over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan, nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all. Of consultant's assigned personnel under the terms and conditions of this agreement.

10. INDEMNIFICATION

Consultant shall defend, hold harmless, and indemnify Humboldt County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions,

costs, expenses) included but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgements, or decrees by reason of any person's or person' injury, (including death, or property of County) being damaged by the negligent acts, willful acts, or errors or omissions of the Consultant or any of the consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work or the provision of services pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also defend and indemnify county for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultants "Independent Contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement or from recklessness or willful misconduct.

11. INSURANCE COVERAGE

A. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONSULTANT is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONSULTANT'S indemnification obligations provided for herein, CONSULTANT shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONSULTANT, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:

1. COUNTY shall provide Comprehensive or Commercial General Liability insurance which covers all claims made in connection with the services provide by CONSULTANT pursuant to the terms and conditions of this Agreement, including all claims filed after termination of this Agreement.

2. CONSULTANT will not drive an automobile in the performance of services for COUNTY. If that changes, CONSULTANT will take out and maintain Automobile/Motor liability insurance with a limit of liability of not less than FIVE HUNDRED THOUSAND Dollars ($500,000.00) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles or coverage for "any auto". CONSULTANT will provide insurance certificates as outlined in this Section 11.A if CONSULTANT obtains such insurance.

3. . Worker's' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per claim for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials,: employees and volunteers.

If CONSULTANT has no employees, CONSULTANT may sign the following certification in lieu of Workers' Compensation Insurance:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to .be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that co e before commencing with and during the performance of the work of this Agreement."

CONSULTANT: _____ 07-26-23

Dr. Neil Kushner
Medical Doctor

Date

4. Professional Liability Insurance - Error and Omission Coverage including coverage in an amount no less than Two Million Dollars ($2,000,000.00) for each occurrence (Four Million Dollars ($4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability.

12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE

A. If any claim for damages is filed with consultant or if any lawsuit is instituted concerning. Consultant's performance under this agreement and that in any way, directly or indirectly, continently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to county. Notice shall be prompt and timely if given within 30 days following the date of the service of process of a lawsuit.

B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Humboldt County.

13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

A. Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.

B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS) physical or mental disability or use of family care leave.

C. Consultant represents that Consultant is in compliance with and agrees that consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 USC Sections 12101, et seq.), the Fair Employment and Housing Act (Government Code Sections 1200, et seq.), and regulations and guidelines issued pursuant thereto.

14. ACCESS TO RECORDS/RETENTION

County, federal and state officials shall have access to any books, documents, papers and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, consultant shall maintain all records for five years after County makes final payment hereunder.

15. CONSULTANT'S COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATION

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure default within 90 days of notice by County shall be grounds for termination of this agreement.

16. LICENSES AND PERMITS

Consultant shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Humboldt, and all other appropriate governmental agencies, including any certification and credentials required by county. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by county.

17. PERFORMANCE STANDARDS

Consultant shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's services.

18. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

19. NOTICES

A. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be given personally, or sent first-class mail, to the following address:

County: Humboldt County Coroner/Public Administrator
3012 I Street
Eureka, CA 95501
Phone: (707)445-7242
Fax: (707) 445-7400

Consultant: Neil Kushner, M.D.
1938 D Street
Eureka, CA 95501
Phone: (707) 444-3885

20. AGREEMENT PREPARATION

It is agreed and understood by the parties that this agreement had been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this agreement within the meaning of Civil Code Section 1654.

21. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code Section 81000, et seq.), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of interest Code, Consultant shall comply with the ethics training requirements of Government Code Section 53234 et seq.

22. CONFIDENTIALITY

A. Disclosure of Confidential Information. In the performance of this agreement, Consultant may receive information that is confidential under local, state or federal law. Consultant hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 150 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

23. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and-every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall best in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods.

24. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

25. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

Consultant certifies by his signature below that he is not a Nuclear Weapons Contractor, in that Consultant is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County, Ordinance. Consultant agrees to notify County immediately if it becomes a Nuclear Weapons Contractor as defined above. County may immediately terminate this agreement if it determines that the foregoing certification is false or if Consultant subsequently· becomes a Nuclear Weapons Contractor.

[SIGNATURES ON FOLLOWING PAGE],

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

COUNTY OF HUMBOLDT

Date: 8/21/23 Steve Madrone

Steve Madrone, Chair
Humboldt County Board of Supervisors

CONSULTANT

Date: 7-26-2023 N Kushner MD

Neil Kushner, MD
Tax ID# 555 13 3641

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED

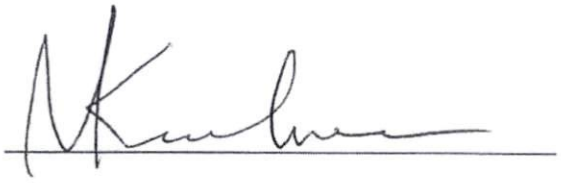
By: Freeman, Krista Digitally signed by Freeman, Krista Date: 2023.08.01 09:26:36 -07'00' Date: _____

Fee Schedule / Dr. Kushner

Fee for full Autopsy:	$800.00
Fee for External Exam only:	$250.00
Fee for Chart Review:	$150.00

Thank you.

Sincerely,



July 11, 2023

Neil D. Kushner, M.D.

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: 07/20/2023
Effective Date: 01/05/2023	**A Claims-Made Professional Liability Policy**
First Named Insured: **Neil D Kushner MD** **1938 D Street** **Eureka, CA 95501**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Neil D Kushner MD**	
Specialty: **INT01 - Internal Medicine & Pathology**	
Policy Number:	Policy Period:
0431149	**From: 01/05/2023 To: 01/05/2024**
Retroactive Date:	Departure Period:
01/05/2007	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **The Doctors Company Insurance Services** **P.O.Box 2900** **185 Greenwood Road** **Napa, CA 94558** **(800)852-8872**

LIMITS OF LIABILITY

Claim Limit:	**$2,000,000**
Aggregate Limit:	**$5,000,000**

I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.

II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.

III. Photocopies of this document are deemed as valid as the original.

IV. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.

V. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.

VI. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.

185 Greenwood Road : P.O. Box 2900 : Napa, CA 94558-0900 : (707)226-0100 : (800)421-2368 : www.thedoctors.com

State Farm General Insurance Company
A Stock Company with Home Offices in Bloomington, Illinois
PO Box 2356
Bloomington IL 61702-2356

A-02- 0149-FBA4 L F

KUSHNER, NEIL &
BELCHER, SANDRA
1938 D ST
EUREKA CA 95501-2962

RENEWAL CERTIFICATE

POLICY NUMBER	57-BW-A232-7
Personal Liability Umbrella Policy OCT 21 2022 to OCT 21 2023	
DATE DUE	SEE BALANCE DUE NOTICE
OCT 21 2022	$226.00

COVERAGES AND LIMITS

L Personal Liability	$1,000,000
Self-Insured Retention	None

UNDERLYING EXPOSURES
Our records show the following underlying information. This information was used in determining the rate of the policy.

AUTOMOBILE EXPOSURES

Automobile(s)	2
Automobile Operator(s)	2

OTHER LIABILITY EXPOSURES
Personal Residential

Forms and Endorsements

Personal Liability Umbrella	FP-7950.2
Fuel Oil Exclusion	FE-5837
Amendatory Endorsement	* FE-5835.2

*Effective: OCT 21 2022

Annual Premium	$226.00
Amount Due	$226.00

02 IPPD

01

57-BW-A232-7

***Notify your agent immediately if the above listed Coverages and/or Underlying Exposures are incorrect. Your Coverages and/or bill can be affected if this information is not correct.**

Required Underlying Insurance on reverse side

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

138-3076 1.8 10-11-2010 (c1f20888)

Thanks for letting us serve you...

1935 1Y 201B I

Agent SCOTT HAMMOND
Telephone (707) 444-2504

REB

Moving? See your State Farm agent.
See reverse for important information.
Prepared AUG 24 2022

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CONTINUED FROM FRONT

Required Underlying Insurance

(Terms in Bold in this section are defined in the policy)
Minimum Underlying Limits

Type of Policy	Combined Limits (Bodily Injury and Property Damage)	or	Split Limits
Automobile Liability	$500,000	Bodily Injury-	$250,000 Per Person $500,000 Per Accident
		Property Damage-	$100,000 Per Accident
Recreational Motor Vehicle Liability Including Passenger Bodily Injury	$500,000	Bodily Injury-	$250,000 Per Person $500,000 Per Accident
		Property Damage-	$100,000 Per Accident
Personal Residential Liability	$100,000		
Watercraft Liability	$100,000		

NOTICE TO POLICYHOLDER:

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Effective Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Effective Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

Please keep this with your policy.

IMPORTANT NOTICE

Regarding Changes to Your Policy

FE-5835.2 AMENDATORY ENDORSEMENT (California) is added to your State Farm® policy and replaces **FE-5835.1 AMENDATORY ENDORSEMENT (California)**.

Note the following change to your policy. Changes that broaden coverage without additional premium are effective immediately on the date first adopted in your state. All other changes are effective with this policy term:

- Under **CONDITIONS, Non-Renewal** has been revised to increase notice of non-renewal to 75 days.

The endorsement follows this notice. Please read the endorsement and place it with your policy. If you have any questions, please contact your State Farm agent.

DISCLAIMER: This notice only provides a general summary of changes to your State Farm policy. This notice is not a statement of contract. This notice does not change, modify, or invalidate the provisions, terms, or conditions as set forth in your State Farm policy booklet, the most recently issued declarations, and any applicable endorsements.

02 IPPD

AMENDATORY ENDORSEMENT (California)

01

DEFINITIONS

The definition "**you**" and "**your**" is changed to read:

"**you**" and "**your**" mean the person or persons shown as "Named Insured" on the declarations page. If a named insured shown on the declarations page is a human being then **you** and **your** includes the spouse or registered domestic partner under California Law of the first person listed as a named insured if the spouse or registered domestic partner under California Law resides primarily with that named insured.

CONDITIONS

Cancellation

Reference to "30 days" notice in b.(2) is changed to "45 days" notice.

Non-Renewal

Reference to "30 days" notice is changed to "75 days" notice.

IN WITNESS WHEREOF

The last section of your policy which begins, "IN WITNESS WHEREOF," is changed to read:

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by our duly authorized Agent of this Company at the agency hereinbefore mentioned.

Lynne M. Youell — Secretary

Thomas Conley — President

The Board of Directors, in accordance with Article VI (c) of this Company's Articles of Incorporation, may from time to time distribute equitably to the holders of the participating policies issued by said Company such sums out of its earnings as in its judgment are proper.

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State Farm General Insurance Company 1938 57-BW-A232-7

553-4370 CA

IMPORTANT NOTICE
Anti-Fraud Disclosure

For your protection California law requires notification of the following disclosure:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

553-4370 CA

Agent: SCOTT HAMMOND

Telephone: (707) 444-2504

70 1938