

**FIFTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA
AND
LIEN-ON-ME, INC.
(WC PROGRAM – MCP SERVICES – BILL REVIEW & LIEN DEFENSE)**

1. PARTIES AND DATE.

This Fifth Amendment to the Professional Services Agreement (“Amendment”) is made and entered into this 20th day of June, 2024 by and between the City of Corona (“City”) and Lien-On-Me, Inc. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated April 4, 2018 (“Agreement”), whereby Consultant agreed to provide bill review, bill negotiation and lien defense services for the City’s Self Insured Workers’ Compensation Program.

2.2 Prior Amendments. City and Consultant entered into the following prior amendments: (1) that certain First Amendment to the Agreement on August 4, 2020 to extend the term of the Agreement; (2) that certain Second Amendment to the Agreement on August 3, 2021 to extend the term of the Agreement; (3) that certain Third Amendment to the Agreement on August 17, 2022 to extend the term of the Agreement; (4) that certain Fourth Amendment to the Agreement on June 29, 2023 d to extend the term of the Agreement.

2.3 Fifth Amendment Purpose. City and Consultant desire to amend the Agreement for the fifth time to increase the Total Compensation by \$60,000, from \$90,000 to \$150,000, retroactive to June 1, 2024.

3. TERMS.

3.1 Rates & Total Compensation. Effective June 1, 2024, Section 3.3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit ”C” attached to the Agreement and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Fifty Thousand (\$150,000) per fiscal year (July through June) (“Total Compensation”), without written

approval of City's City Attorney/Legal and Risk Management Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.4 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR FIFTH AMENDMENT TO
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(WC PROGRAM – MCP SERVICES – BILL REVIEW & LIEN DEFENSE)**

IN WITNESS WHEREOF, the Parties have entered into this Amendment to Professional Services Agreement as of date noted on the first page.

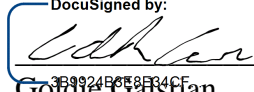
CITY OF CORONA

By: _____
Dean Derleth
City Attorney/LRM Director

Attest: _____
Sylvia Edwards
City Clerk

**LIEN-ON-ME, INC.,
a California corporation**

By:  _____
Tess Foley
CEO/Secretary

By:  _____
Goldie Gaistjan
CEO