

**SIXTH 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 Sixth Amendment to the Professional Services Agreement (“Amendment”) is made and entered into this 3rd day of July, 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 to extend the term of the Agreement; and (5) that certain Fifth Amendment to the Agreement on June 20, 2024 to increase the Total Compensation by \$10,000.

2.3 Sixth Amendment Purpose. City and Consultant desire to amend the Agreement for the sixth time to take the following actions retroactively to July 1, 2024: (1) extend the term of the Agreement for one year with four optional one-year renewal terms; (2) to maintain the Total Compensation at \$150,000; and (3) to revise the rate schedule provided for in Exhibit “C” (Compensation) to increase the Routine Bill Fee from \$6.00 to \$6.12 per bill.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2025 (“Initial Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Initial Term of this Agreement, and shall meet any other established

schedules and deadlines. The City, by and through the City Attorney/Legal and Risk Management Director, has the right to extend the Initial Term of this Agreement, in its sole discretion and under the same terms and conditions, for four (4) additional one (1) year periods (each a "Renewal Term"). The terms "Initial Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement."

3.2 Rates & Total Compensation. 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-6" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred Fifty Thousand Dollars (\$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."

3.3 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.

3.4 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.

3.5 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 SIXTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND LIEN-ON-ME, INC.
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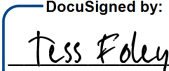
IN WITNESS WHEREOF, the Parties have entered into this Amendment to Professional Services Agreement as of date noted on the first page.

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 Galstjan
CEO

EXHIBIT “C-6” COMPENSATION

INITIAL TERM - FEES

For the Initial Term, Consultant shall be paid according to the following fee schedule:

- **Routine Bill Fee:** \$6.12 per bill (other than hospital, PPO and PPA bills)
- **Hospital Bill Fee:** 5% of savings realized by Consultant, capped at \$5,500 per bill (all hospital bills)
- **Non-Blue Cross PPO Bills:** 21.2% of savings realized by Consultant (PPO's other than Blue Cross)
- **Blue Cross PPO Bills:** 24.5% of savings realized by Consultant (Blue Cross PPO)
- **PPA Bills:** 10.2% of savings realized by Consultant, capped at \$7,500 per bill) (all negotiated bills with out of network providers with Preferred Provider Agreements (PPA))
- **Appearances & Testimony:** Consultant shall appear at the WCAB, as expert witness or similar, and shall otherwise testify related to Consultant's reviewed bills at no charge.
- **Duplicates & Reconsiderations:** Consultant shall review duplicate bills or reconsider bills it has already reviewed at no charge.
- **Paperless Integration:** Consultant shall provide the paperless integration of its bill review program and accomplish the transition to the City's new TPA and MCP Service providers prior to July 1, 2018 at no charge.
- **Lien Defense Fee** 25% of savings realized by Consultant for all liens assigned to Consultant, capped at \$5,000 per lien. As used herein, savings equal: (a) the actual outstanding balance of the lien claim minus (b) either the amount the lien claimant agrees to accept as the compromise of the lien claim or the amount ordered by decision of the WCAB. Pricing is for all liens within this WCAB's jurisdiction. If the City assigns a lien to Consultant and then the lien is recalled or withdrawn by City or resolved

by the City, TPA or someone other than Consultant, City shall pay Consultant a \$125 flat fee.

RENEWAL TERMS – ROUTINE BILL FEE & LIEN DEFENSE FEE COST OF LIVING INCREASES

If the City elects to implement any of the four (4) optional Renewal Terms provided for in Section 3.1.2 of this Agreement, the Routine Bill Fee (set at \$6.12 per bill for the Initial Term) shall be subject to adjustment at the beginning of each such implemented Renewal Term. The adjustment shall be equal to the lesser of: (1) two percent (2%); or (2) the change in the Consumer Price Index (all urban consumers; Riverside Area, as determined by the Purchasing Manager) for the most recent twelve (12) month period for which statistics are available. Each adjustment to the Annual Flat Fee shall be documented pursuant to a duly authorized written amendment to this Agreement.

REIMBURSABLE EXPENSES

Consultant shall not be entitled to the payment of any reimbursable expenses. The above fee schedule shall be Consultant's sole compensation or consideration of any kind under this Agreement.