

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
LIEN ON ME, INC.  
FOR  
MEDICAL BILL REVIEW SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and LIEN ON ME, INC., hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide Medical Bill Review Services of the City's Workers' Compensation Claims; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Goldie Galstjan who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on November 1, 2024 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than 3 years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Five Hundred Twenty Five Thousand Dollars (\$525,000.00).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. Exclusion of Damages. Notwithstanding any term of this Agreement, in no event will either Party be liable to the other Party for special, indirect, incidental, exemplary, consequential (including but not limited to loss of profits) or punitive damages arising from the

relationship of the Parties or the conduct of business under this Agreement, even if the responsible Party has been advised of in advance or has foreseen the possibility of such damages.

C. CONSULTANT is not an insurer or Healthcare Provider. CONSULTANT PRO CARE RX services intended as an aid to, and not a substitute for, the knowledge, expertise, skill and judgment of prescribers, pharmacies, or other healthcare professionals. Pharmacies, prescribers, other healthcare professionals, the CITY's employees are individually responsible for acting or not acting upon information generated and transmitted by CONSULTANT, and CONSULTANT does not control or intervene in the healthcare of Claimants, Plan decisions, or actions taken by pharmacies, Prescribers, other healthcare professionals, CITY, or Claimants, and CONSULTANT is not responsible therefor. CONSULTANT'S services are intended to assist CITY in their decision making process, including any CITY decisions made with respect to coverage and benefits related to such coverage for Claimants. However, CITY shall be solely responsible for coverage and benefit related decisions made for Claimants, and CONSULTANT shall have no liability or responsibility for CITY's use of information provided by CONSULTANT and used in CITY's coverage based decisions for Claimants.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided

herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

15. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: Human Resources Director  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

LIEN ON ME, INC.  
ATTN: Goldie Galstjan  
P.O. Box 91630  
Pasadena, CA 91109

16. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

17. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

18. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

19. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent



upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

20. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

21. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

22. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for

CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

23. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

24. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

25. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

26. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

27. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise,

have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

28. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Attorney.

This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,  
LIEN ON ME

CITY OF HUNTINGTON BEACH, a municipal  
corporation of the State of California

By: Goldie Galstjan  
Goldie Galstjan  
print name

ITS: (circle one) Chairman/President/Vice President

AND

By: Goldie Galstjan  
Goldie Galstjan  
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

INITIATED AND APPROVED:

[Signature]

\_\_\_\_\_  
Director of Human Resources

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

[Signature]

\_\_\_\_\_  
City Attorney

CCM



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2024

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Andreini & Company 220 West 20th Avenue San Mateo CA 94403	<b>CONTACT NAME:</b> Jackie Flores	
	<b>PHONE (A/C, No, Ext):</b> 805-981-9585	<b>FAX (A/C, No):</b> 650-378-4361
<b>E-MAIL ADDRESS:</b> jflores@andreini.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Lien On Me, Inc. PO Box 91630 Pasadena CA 91109	<b>INSURER A:</b> Sentinel Insurance Company Ltd	11000
	<b>INSURER B:</b> Employers Preferred Ins Co	10346
	<b>INSURER C:</b> Scottsdale Indemnity Company	15580
	<b>INSURER D:</b> Arch Specialty Insurance Co.	21199
	<b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES                                      CERTIFICATE NUMBER: 1444656280                                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		57SBAAG7645	8/15/2023	8/15/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57SBAAG7645	8/15/2023	8/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			57SBAAG7645	8/15/2023	8/15/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EIG476554902	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C D	Professional Liability Cyber Liability Ded @ \$10,000			EKI3516043 C4LPX232579CYBER2024	3/25/2024 3/25/2024	3/25/2025 3/25/2025	Aggregate E&O Deductible Cyber Limit \$2,000,000 \$15,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are included as additional insured per the business liability coverage form #SS0008 04/05 attached to this policy per the signed contract.

APPROVED AS TO FORM

By:   
MICHAEL E. GATES  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

<b>CERTIFICATE HOLDER</b>  City of Huntington Beach Attn: Human Resources / Risk Management 2000 Main Street Huntington Beach CA 92648	<b>CANCELLATION</b>  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 

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## EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

Reduce the total cost of Workers' Compensation medical bills through a combination of rules based technology, clinical expertise, fee schedules, and reasonable and customary rates through the integration of a proprietary PPO network and bill review service. CONSULTANT will engage their skilled and trained individuals to read and comprehend medical reports, operative reports, ICD-9 diagnosis and other applicable documents to determine if the level of service billed is appropriate and consistent with the level of service provided to the injured worker.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

CONSULTANT'S duties and responsibilities shall follow provisions specified in the City of Huntington Beach Scope of Work shown in Exhibit A.1. Detailed services shall include but is not limited to the Scope of work in Exhibit A.1.

C. CITY'S DUTIES AND RESPONSIBILITIES:

City shall collaborate with CONSULTANT to promote compliance with Scope of Work requirements; foster a high level of communication, trust, transparency, and commitment which is imperative to the success of the program.

D. WORK PROGRAM/PROJECT SCHEDULE:

Work program is required per the Scope of Services as requested by the CITY.

**EXHIBIT A.1**  
**MEDICAL BILL REVIEW**

- The consultant shall demonstrate the ability to review medical bills for compliance with the California Official Medical Fee Schedule (OMFS) and agree to review and process properly coded medical bills within five (5) business days of receipt of the bill. The consultant will demonstrate the ability to maximize savings through the application of PPO and/or Pharmacy Benefit Management (PBM) programs.
- The consultant's bill review platform shall accurately evaluate and reduce provider charges in compliance with the California OMFS and have the capability to integrate PPO networks for additional reductions. The use of specific PPO networks will be solely up to the discretion of the City. Additionally, consultant shall have the capability to apply other bill review methods such as direct negotiations when approved by the City, when the OMFS is not applicable.
- Consultant must have the ability to integrate UR determinations into bill review software so payments are recommended for authorized medical services only.
- The consultant must agree not to charge the City for the identification of any duplicate bills nor charge more than one time for any bill that has been reviewed.
- A knowledgeable bill review expert witness must be made available to defend bill review activities at the Workers' Compensation Appeals Board (WCAB) conferences and hearings at the Consultant's expense. The consultant shall comply with all Independent Bill Review (IB) statutes and regulations and provide robust IBR appeal services at no additional cost to the City. Robust IBR appeals services shall include, but not be limited to, prompt preparation of the litigation appeal file upon notice of appeal, and presentation of the appeal file to the City within seven (7) calendar days of the due date of the response, if necessary.
- The consultant shall meet specific reporting and information requirements as set forth in the California Workers' Compensation Information System (WCIS) regulations. The consultant is responsible for submitting required data elements for all medical services for which a billing or other report of provided medical services has been received for review. The consultant shall submit the data within ninety (90) days of the medical bill review payment by electronic data interchange (EDI) in the manner set forth by the California EDI Implementation Guide for Medical Bill Payment Records. The consultant is responsible for submitting data elements omitted or made in error in order to submit complete, valid and accurate data on behalf of the City. The consultant is responsible for completion and submission of mandatory annual reports with required data elements as set forth in the WCIS regulations.
- In accordance with Labor Code Section 4603.4, the consultant must create a process to accept electronic claims for payment of medical services.

## EXHIBIT "B"

### Payment Schedule (Fixed Fee Payment)

#### SEE EXHIBIT B.1 – FIXED FEE PAYMENT SCHEDULE

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.



## EXHIBIT B.1

### Medical Bill Review Pricing

MEDICAL BILL REVIEW	Rate
Fee Schedule (per bill)	\$ 6.50
Flat Fee per bill	\$ 6.50
Full pay or pass-through invoices	\$ 4.50
Non- Network/ Non-Fee Schedule Fees - % of Savings	\$ 8% (cap at \$5k)
PPO Network Bills - % of Savings (Name each individual network below and their individual % of savings).	\$ (% of savings)
Anthem Blue Cross	22%
Prime Health	20%
HealthSmart	20%
MultiPlan	20%
Paradigm	20%
Hospital In-Patient Fees	\$ 200.00
Hospital Out-Patient Fees	\$ 150.00
Duplicates	\$ No Charge
Reconsiderations	\$ No Charge
Pharmacy Bills	\$ 6.50
Expert Witness *For LOM reviews only	\$ No Charge

# PROFESSIONAL SERVICE AWARD ANALYSIS

**SERVICE:** *Medical Bill Review*

**SERVICE DESCRIPTION:** Cost containment firm specializing in Workers' Compensation medical Bill Review, focused on achieving savings via extensive audits with defined processes and procedures for Bill Review activities.

**VENDOR:** Lien On Me

**OVERALL RANKING:** 1

**SUBJECT MATTER EXPERTS/RATERS:** 1. City of H.B. Risk Manager 2. City of Santa Ana Risk Manager 3. City of Placentia Director of Human Resources 4. Genex Services Managed Care Consultant 5. Director of Cypress Reporting/MSA Settlements

## I. MINIMUM QUALIFICATIONS REVIEW

- Written Proposal Score: 1930

<b>Lien On Me – Minimum Qualifications Review</b>		
<b><i>Criteria</i></b>	<b><u>Total Weighted Score</u></b>	<b><u>Maximum Score</u></b>
<i>Compliance with RFP</i>	205.00	250
<i>Approach &amp; Methodology</i>	481.25	625
<i>Qualifications &amp; Experience</i>	365.00	500
<i>Partnership &amp; Value Added</i>		
<i>Features</i>	390.00	500
<i>Proposed Cost</i>	385.00	500
<i>References</i>	103.75	125
<b>Total</b>	<b>1930</b>	<b>2500</b>

## II. DUE DILIGENCE REVIEW

- Interview Ranking: 1

### **Lien On Me – Summary of Review**

- Excellent compliance with RFP, inclusion of required licenses and certifications.
- Methodology is thorough/clear, creative approaches to finding hidden savings, and has state-of-the art technology to protect networks and data.
- Very qualified, serviced public agencies for over 30 years.
- Value-added features include Lien Defense.
- Excellent relationships with public agencies, outstanding references from cities of Corona, Pasadena, Glendale, Costa Mesa, Monterey Park, Brea, Orange, and Long Beach.

### **Lien On Me – Pricing**

- Very competitive bid of \$175,000/yr to include flat rate fees (lowest of 10 proposals submitted).

**BILL REVIEW'S BIDDER LIST**

<b>Vendors</b>	<b>Rank</b>
Lien On Me, Inc.	1
Arisa Cost Strategies	2
EK Health Services Inc	3
CorVel Corporation	4
Accuro Solutions	5
Mitchell International	6
Pacific Secured Equities, Inc.	7
EHIM & Partners	8
Broadspire Services Inc.	9
MEDEX	10