

CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

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BILL REVIEW SERVICING AGREEMENT

36154

THIS AGREEMENT is made and entered, in duplicate, as of November 23, 2021 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 19, 2021, by and between LIEN ON ME, INC., a California corporation ("LIEN ON ME"), with principal offices at 330 N. Brand Blvd., Suite 350, Glendale, California 91203 and the CITY OF LONG BEACH, a municipal corporation ("City").

RECITALS

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with Workers' Compensation related Medical Bill Review ("Bill Review"); and

WHEREAS, City has selected LIEN ON ME in accordance with City's administrative procedures and City has determined that LIEN ON ME and its employees are qualified, licensed, and experienced in performing these specialized services; and

WHEREAS, City desires to have LIEN ON ME perform these specialized services, and LIEN ON ME is willing and able to do so on the terms and conditions in this Agreement; and

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. LIEN ON ME shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession and with Workers' Compensation Laws of California, the California Labor Code, and any rules and regulations issued pursuant to such laws and the Code, in existence at the time of execution of this Agreement or effective during the term of this Agreement and City

1 shall pay for these services in the manner described below, in an annual amount
2 not to exceed Seven Hundred Twenty Thousand Dollars (\$720,000), at the rates or
3 charges shown in Exhibit "B".

4 B. LIEN ON ME may select the time and place of performance for
5 these services; provided, however, that access to City documents, records and the
6 like, if needed by LIEN ON ME, shall be available only during City's normal business
7 hours and provided that milestones for performance, if any, are met.

8 C. LIEN ON ME has requested to receive regular payments. City
9 shall pay LIEN ON ME in due course of payments following receipt from LIEN ON
10 ME and approval by City of invoices showing the services or task performed, the
11 time expended (if billing is hourly), and the name of the Project. LIEN ON ME shall
12 certify on the invoices that LIEN ON ME has performed the services in full
13 conformance with this Agreement and is entitled to receive payment. Each invoice
14 shall be accompanied by a progress report indicating the progress to date of
15 services performed and covered by the invoice, including a brief statement of any
16 Project problems and potential causes of delay in performance, and listing those
17 services that are projected for performance by LIEN ON ME during the next invoice
18 cycle. Where billing is done and payment is made on an hourly basis, the parties
19 acknowledge that this arrangement is either customary practice for LIEN ON ME's
20 profession, industry or business, or is necessary to satisfy audit and legal
21 requirements which may arise due to the fact that City is a municipality.

22 D. LIEN ON ME represents that LIEN ON ME has obtained all
23 necessary information on conditions and circumstances that may affect its
24 performance and has conducted site visits, if necessary.

25 E. CAUTION: LIEN ON ME shall not begin work until this
26 Agreement has been signed by both parties and until LIEN ON ME's evidence of
27 insurance has been delivered to and approved by City.

28 2. EFFECTIVE DATE AND TERM. The term of this Agreement shall

1 commence at midnight on February 2, 2022, and shall terminate at 11:59 p.m. on February
2 1, 2024, unless terminated earlier as provided in this Agreement. By mutual agreement
3 and amendment of the Agreement, the parties may extend the initial term for three (3)
4 separate, consecutive periods of one (1) year each.

5 3. INDEPENDENT CONTRACTOR. In performing its services, LIEN ON
6 ME is and shall act as an independent contractor and not an employee, representative or
7 agent of City. LIEN ON ME shall have control of LIEN ON ME's work and the manner in
8 which it is performed. LIEN ON ME shall be free to contract for similar services to be
9 performed for others during this Agreement; provided, however, that LIEN ON ME acts in
10 accordance with Section 9 and Section 11 of this Agreement. LIEN ON ME acknowledges
11 and agrees that (a) City will not withhold taxes of any kind from LIEN ON ME's
12 compensation; (b) City will not secure workers' compensation or pay unemployment
13 insurance to, for or on LIEN ON ME's behalf; and (c) City will not provide and LIEN ON ME
14 is not entitled to any of the usual and customary rights, benefits or privileges of City
15 employees. LIEN ON ME expressly warrants that neither LIEN ON ME nor any of LIEN
16 ON ME's employees or agents shall represent themselves to be employees or agents of
17 City.

18 4. INSURANCE.

19 A. As a condition precedent to the effectiveness of this
20 Agreement, LIEN ON ME shall procure and maintain, at LIEN ON ME's expense for
21 the duration of this Agreement, from insurance companies that are admitted to write
22 insurance in California and have ratings of or equivalent to A:V by A.M. Best
23 Company or from authorized non-admitted insurance companies subject to Section
24 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
25 by A.M. Best Company, the following insurance:

26 i. Commercial general liability insurance (equivalent in
27 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
28 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.

1 This coverage shall include but not be limited to broad form contractual
2 liability, cross liability, independent contractors liability, and products and
3 completed operations liability. City, its boards and commissions, and their
4 officials, employees and agents shall be named as additional insureds by
5 endorsement (on City's endorsement form or on an endorsement equivalent
6 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
7 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
8 and this insurance shall contain no special limitations on the scope of
9 protection given to City, its boards and commissions, and their officials,
10 employees and agents. This policy shall be endorsed to state that the insurer
11 waives its right of subrogation against City, its boards and commissions, and
12 their officials, employees and agents.

13 ii. Workers' Compensation insurance as required by the
14 California Labor Code and employer's liability insurance in an amount not
15 less than \$1,000,000. This policy shall be endorsed to state that the insurer
16 waives its right of subrogation against City, its boards and commissions, and
17 their officials, employees and agents.

18 iii. Professional liability or errors and omissions insurance
19 in an amount not less than \$1,000,000 per claim.

20 iv. Commercial automobile liability insurance (equivalent in
21 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
22 an amount not less than \$500,000 combined single limit per accident.

23 B. Any self-insurance program, self-insured retention, or
24 deductible must be separately approved in writing by City's Risk Manager or
25 designee and shall protect City, its officials, employees and agents in the same
26 manner and to the same extent as they would have been protected had the policy
27 or policies not contained retention or deductible provisions.

28 C. Each insurance policy shall be endorsed to state that coverage

1 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
2 written notice to City, shall be primary and not contributing to any other insurance
3 or self-insurance maintained by City, and shall be endorsed to state that coverage
4 maintained by City shall be excess to and shall not contribute to insurance or self-
5 insurance maintained by LIEN ON ME. LIEN ON ME shall notify City in writing within
6 five (5) days after any insurance has been voided by the insurer or cancelled by the
7 insured.

8 D. If this coverage is written on a "claims made" basis, it must
9 provide for an extended reporting period of not less than one hundred eighty (180)
10 days, commencing on the date this Agreement expires or is terminated, unless LIEN
11 ON ME guarantees that LIEN ON ME will provide to City evidence of uninterrupted,
12 continuing coverage for a period of not less than three (3) years, commencing on
13 the date this Agreement expires or is terminated.

14 E. LIEN ON ME shall require that all sub- contractors that LIEN
15 ON ME uses in the performance of these services maintain insurance in compliance
16 with this Section unless otherwise agreed in writing by City's Risk Manager or
17 designee.

18 F. Prior to the start of performance, LIEN ON ME shall deliver to
19 City certificates of insurance and the endorsements for approval as to sufficiency
20 and form. In addition, LIEN ON ME shall, within thirty (30) days prior to expiration
21 of the insurance, furnish to City certificates of insurance and endorsements
22 evidencing renewal of the insurance. City reserves the right to require complete
23 certified copies of all policies of LIEN ON ME and LIEN ON ME's sub-contractor and
24 contractors, at any time. LIEN ON ME shall make available to City's Risk Manager
25 or designee all books, records and other information relating to this insurance,
26 during normal business hours.

27 G. Any modification or waiver of these insurance requirements
28 shall only be made with the approval of City's Risk Manager or designee. Not more

1 frequently than once a year, City's Risk Manager or designee may require that LIEN
2 ON ME, LIEN ON ME's sub-contractors and contractors change the amount, scope
3 or types of coverages required in this Section if, in his or her sole opinion, the
4 amount, scope or types of coverages are not adequate.

5 H. The procuring or existence of insurance shall not be construed
6 or deemed as a limitation on liability relating to LIEN ON ME's performance or as
7 full performance of or compliance with the indemnification provisions of this
8 Agreement.

9 5. ASSIGNMENT AND SUBCONTRACTING. This Agreement
10 contemplates the personal services of LIEN ON ME and LIEN ON ME's employees, and
11 the parties acknowledge that a substantial inducement to City for entering this Agreement
12 was and is the professional reputation and competence of LIEN ON ME and LIEN ON ME's
13 employees. LIEN ON ME shall not assign its rights or delegate its duties under this
14 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
15 of City, except that LIEN ON ME may with the prior approval of the City Manager of City,
16 assign any moneys due or to become due under this Agreement. Any attempted
17 assignment or delegation shall be void, and any assignee or delegate shall acquire no right
18 or interest by reason of an attempted assignment or delegation. Furthermore, LIEN ON
19 ME shall not subcontract any portion of its performance without the prior approval of the
20 City Manager or designee, or substitute an approved sub-contractor without approval prior
21 to the substitution. Nothing stated in this Section shall prevent LIEN ON ME from
22 employing as many employees as LIEN ON ME deems necessary for performance of this
23 Agreement.

24 6. CONFLICT OF INTEREST. LIEN ON ME, by executing this
25 Agreement, certifies that, at the time LIEN ON ME executes this Agreement and for its
26 duration, LIEN ON ME does not and will not perform services for any other client which
27 would create a conflict, whether monetary or otherwise, as between the interests of City
28 and the interests of that other client. LIEN ON ME further certifies that LIEN ON ME does

1 not now have and shall not acquire any interest, direct or indirect, in the area covered by
2 this Agreement or any other source of income, interest in real property or investment which
3 would be affected in any manner or degree by the performance of LIEN ON ME's services
4 hereunder. And, LIEN ON ME shall obtain similar certifications from LIEN ON ME's
5 employees, sub-contractors.

6 7. MATERIALS. LIEN ON ME shall furnish all labor and supervision,
7 supplies, materials, tools, machinery, equipment, appliances, transportation and services
8 necessary to or used in the performance of LIEN ON ME's obligations under this
9 Agreement.

10 8. OWNERSHIP OF DATA. All materials, information and data
11 prepared, developed or assembled by LIEN ON ME or furnished to LIEN ON ME in
12 connection with this Agreement, including but not limited to documents, estimates,
13 calculations, studies, maps, graphs, charts, computer disks, computer source
14 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
15 information, material and memorandum ("Data") shall be the exclusive property of City.
16 Data shall be given to City, and City shall have the unrestricted right to use and disclose
17 the Data in any manner and for any purpose without payment of further compensation to
18 LIEN ON ME. Copies of Data may be retained by LIEN ON ME but LIEN ON ME warrants
19 that Data shall not be made available to any person or entity for use without the prior
20 approval of City. This warranty shall survive termination of this Agreement for five (5)
21 years.

22 9. BOOKS AND RECORDS.

23 A. LIEN ON ME shall establish and maintain case data, in a
24 mutually agreed upon manner and format, on each case referred to LIEN ON ME
25 for City.

26 B. LIEN ON ME and City shall maintain such books and records,
27 including but not limited to, payment records, notices, accounting and administrative
28 records, as shall reasonably be required to accurately account for all services

1 provided pursuant to this Agreement and any matters necessary for the proper
2 administration of this Agreement. Such books and records shall be maintained in
3 accordance with the generally accepted accounting principles and shall be
4 maintained for at least seven (7) years, and such obligation shall not terminate upon
5 termination of this Agreement.

6 C. LIEN ON ME and City each shall have the mutual right, during
7 the term of this Agreement and any extension of the initial term, to inspect, audit
8 and copy, on no less than thirty (30) days prior notice to the other party, and during
9 normal business hours or at such other times as may be agreed upon, said relevant
10 books and records as they pertain to this Agreement. Such information shall be
11 provided to each party pursuant to procedures designed to protect the confidentiality
12 of patient health care records in accordance with applicable legal requirements and
13 recognized standards of professional practice.

14 10. TERMINATION.

15 A. This Agreement may be terminated by City or LIEN ON ME as
16 follows:

- 17 i. Upon ninety (90) days prior notice for any reason.
18 ii. Upon ten (10) days prior notice in the event of a default.
19 iii. Immediately upon notice in the event of fraud,
20 abandonment, gross or willful misconduct, insolvency, or lack of legal
21 capacity to act by the other party.

22 B. Notwithstanding the termination of this Agreement, this
23 Agreement shall continue to apply to the extent needed for all obligations and
24 liabilities incurred by each party prior to such termination to be fully performed and
25 discharged by such parties.

26 C. City shall have the right, in the event of a termination of this
27 Agreement, to immediate possession of all electronic records not previously
28 provided, and this right may be exercised at any time after termination.

1 11. CONFIDENTIALITY. LIEN ON ME shall keep all Data confidential and
2 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
3 performing its services, during the term of this Agreement and for five (5) years following
4 expiration or termination of this Agreement. In addition, LIEN ON ME shall keep
5 confidential all information, whether written, oral or visual, obtained by any means
6 whatsoever in the course of performing its services for the same period of time. LIEN ON
7 ME shall not disclose any or all of the Data to any third party, or use it for LIEN ON ME's
8 own benefit or the benefit of others except for the purpose of this Agreement.

9 12. BREACH OF CONFIDENTIALITY. LIEN ON ME shall not be liable for
10 a breach of confidentiality with respect to Data that: (a) LIEN ON ME demonstrates LIEN
11 ON ME knew prior to the time City disclosed it; or (b) is or becomes publicly available
12 without breach of this Agreement by LIEN ON ME; or (c) a third party who has a right to
13 disclose does so to LIEN ON ME without restrictions on further disclosure; or (d) must be
14 disclosed pursuant to subpoena or court order.

15 13. AMENDMENT. This Agreement, including all Exhibits, shall not be
16 amended, nor any provision or breach waived, except in writing signed by the parties which
17 expressly refers to this Agreement.

18 14. LAW. This Agreement shall be construed in accordance with the laws
19 of the State of California, and the venue for any legal actions brought by any party with
20 respect to this Agreement shall be the County of Los Angeles, State of California for state
21 actions and the Central District of California for any federal actions. LIEN ON ME shall
22 cause all work performed in connection with construction of the Project to be performed in
23 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
24 county or municipal governments or agencies (including, without limitation, all applicable
25 federal and state labor standards, including the prevailing wage provisions of sections 1770
26 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
27 marshal, health officer, building inspector, or other officer of every governmental agency
28 now having or hereafter acquiring jurisdiction.

1 15. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
2 constitutes the entire understanding between the parties and supersedes all other
3 agreements, oral or written, with respect to the subject matter in this Agreement.

4 16. INDEMNITY.

5 A. LIEN ON ME shall indemnify, protect and hold harmless City its
6 Boards, Commissions, and their officials, employees and agents (“Indemnified
7 Parties”), from and against any and all liability, claims, demands, damage, loss,
8 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
9 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
10 in connection with (1) LIEN ON ME’s breach or failure to comply with any of its
11 obligations contained in this Agreement, including any obligations arising from the
12 Project’s compliance with or failure to comply with applicable laws, including all
13 applicable federal and state labor requirements including, without limitation, the
14 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
15 acts, errors, omissions or misrepresentations committed by LIEN ON ME, its
16 officers, employees, agents, subcontractors, or anyone under LIEN ON ME’s
17 control, in the performance of work or services under this Agreement (collectively
18 “Claims” or individually “Claim”).

19 B. In addition to LIEN ON ME’s duty to indemnify, LIEN ON ME
20 shall have a separate and wholly independent duty to defend Indemnified Parties at
21 LIEN ON ME’s expense by legal counsel approved by City, from and against all
22 Claims, and shall continue this defense until the Claims are resolved, whether by
23 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
24 breach, or the like on the part of LIEN ON ME shall be required for the duty to defend
25 to arise. City shall notify LIEN ON ME of any Claim, shall tender the defense of the
26 Claim to LIEN ON ME, and shall assist LIEN ON ME, as may be reasonably
27 requested, in the defense.

28 C. If a court of competent jurisdiction determines that a Claim was

1 caused by the sole negligence or willful misconduct of Indemnified Parties, LIEN ON
2 ME's costs of defense and indemnity shall be (1) reimbursed in full if the court
3 determines sole negligence by the Indemnified Parties, or (2) reduced by the
4 percentage of willful misconduct attributed by the court to the Indemnified Parties.

5 D. The provisions of this Section shall survive the expiration or
6 termination of this Agreement.

7 17. AMBIGUITY. In the event of any conflict or ambiguity between this
8 Agreement and any Exhibit, the provisions of this Agreement shall govern.

9 18. NONDISCRIMINATION.

10 A. In connection with performance of this Agreement and subject
11 to applicable rules and regulations, LIEN ON ME shall not discriminate against any
12 employee or applicant for employment because of race, religion, national origin,
13 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
14 disability. LIEN ON ME shall ensure that applicants are employed, and that
15 employees are treated during their employment, without regard to these bases.
16 These actions shall include, but not be limited to, the following: employment,
17 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
18 termination; rates of pay or other forms of compensation; and selection for training,
19 including apprenticeship.

20 B. It is the policy of City to encourage the participation of
21 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
22 procurement process, and LIEN ON ME agrees to use its best efforts to carry out
23 this policy in its use of sub--contractors and contractors to the fullest extent
24 consistent with the efficient performance of this Agreement. LIEN ON ME may rely
25 on written representations by sub-contractors and contractors regarding their status.

26 19. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
27 accordance with the provisions of the Ordinance, this Agreement is subject to the
28 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the

1 Long Beach Municipal Code, as amended from time to time.

2 A. During the performance of this Agreement, LIEN ON ME
3 certifies and represents that it will comply with the EBO. LIEN ON ME agrees to
4 post the following statement in conspicuous places at its place of business available
5 to employees and applicants for employment:

6 "During the performance of a contract with the City of Long Beach,
7 LIEN ON ME will provide equal benefits to employees with spouses and its
8 employees with domestic partners. Additional information about the City of
9 Long Beach's Equal Benefits Ordinance may be obtained from the City of
10 Long Beach Business Services Division at 562-570-6200."

11 B. The failure of LIEN ON ME to comply with the EBO will be
12 deemed to be a material breach of the Agreement by the City.

13 C. If LIEN ON ME fails to comply with the EBO, the City may
14 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
15 to become due under the Agreement may be retained by the City. The City may
16 also pursue any and all other remedies at law or in equity for any breach.

17 D. Failure to comply with the EBO may be used as evidence
18 against LIEN ON ME in actions taken pursuant to the provisions of Long Beach
19 Municipal Code 2.93 et seq., Contractor Responsibility.

20 E. If the City determines that LIEN ON ME has set up or used its
21 contracting entity for the purpose of evading the intent of the EBO, the City may
22 terminate the Agreement on behalf of the City. Violation of this provision may be
23 used as evidence against LIEN ON ME in actions taken pursuant to the provisions
24 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

25 20. NOTICES. Any notice or approval required by this Agreement shall
26 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
27 postage prepaid, addressed to LIEN ON ME at the address first stated above, and to City
28 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a

1 copy to the City Attorney at the same address. Notice of change of address shall be given
2 in the same manner as stated for other notices. Notice shall be deemed given on the date
3 deposited in the mail or on the date personal delivery is made, whichever occurs first.

4 21. COVENANT AGAINST CONTINGENT FEES. LIEN ON ME warrants
5 that LIEN ON ME has not employed or retained any entity or person to solicit or obtain this
6 Agreement and that LIEN ON ME has not paid or agreed to pay any entity or person any
7 fee, commission or other monies based on or from the award of this Agreement. If LIEN
8 ON ME breaches this warranty, City shall have the right to terminate this Agreement
9 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
10 from payments due under this Agreement or otherwise recover the full amount of the fee,
11 commission or other monies.

12 22. WAIVER. The acceptance of any services or the payment of any
13 money by City shall not operate as a waiver of any provision of this Agreement or of any
14 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
15 Agreement shall not constitute a waiver of any other or subsequent breach of this
16 Agreement.

17 23. ADVERTISING. LIEN ON ME shall not use the name of City, its
18 officials or employees in any advertising or solicitation for business or as a reference,
19 without the prior approval of the City Manager or designee.

20 24. AUDIT. City shall have the right at all reasonable times during the
21 term of this Agreement and for a period of five (5) years after termination or expiration of
22 this Agreement to examine, audit, inspect, review, extract information from and copy all
23 books, records, accounts and other documents of LIEN ON ME relating to this Agreement.

24 25. THIRD PARTY BENEFICIARY. This Agreement is not intended or
25 designed to or entered for the purpose of creating any benefit or right for any person or
26 entity of any kind that is not a party to this Agreement.

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CHARLES PARKIN, City Attorney
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Lona Beach, CA 90802

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LIEN ON ME, INC., a California corporation

10th of December, 2021

By Goldie Galstjan
Name Goldie Galstjan
Title CO-CEO

10th of December, 2021

By Tess Foley
Name Tess Foley
Title CO-CEO

"LIEN ON ME"

CITY OF LONG BEACH, a municipal corporation

December 22, 2021

By Sandra J. Jabun
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 3.01 OF
THE CITY CHARTER.

This Agreement is approved as to form on December 30, 2021.

CHARLES PARKIN, City Attorney

By Gene Hattimp
Deputy

EXHIBIT "A"
MEDICAL BILL REVIEW SERVICES

LIEN ON ME shall provide medical bill review services as listed below:

1.1 Billing Review of Covered Services. LIEN ON ME's Service Bureau shall evaluate workers' compensation healthcare provider billings incurred for services for injuries, illnesses, or conditions, if any, which City believes it may be obligated to provide for City's insured ("Covered Services"). Specific requirements and exact scope of work including ancillary or specialized services (collectively the "Services and Fees" are listed on Exhibit "B", attached to and incorporated into the Agreement).

1.2 Review Process. City and/or Medical providers shall send bills for Covered Services directly to LIEN ON ME. Upon receipt, LIEN ON ME shall evaluate allowable charges and review such bills pursuant to standard industry practices for each type of provider to the applicable government-mandated fee schedule and/or usual and customary database contained within the proprietary software, subject to any special review parameters in City's written instruction designated to LIEN ON ME by and as modified from time to time by written notification from City to LIEN ON ME. LIEN ON ME shall review for double billing, duplicative charges, and inappropriate unbundling of fees, and charges billed above the allowable fee schedule. LIEN ON ME shall provide written recommendation to City regarding payment amounts for each bill. The review process will incorporate:

- (a) State administrative rules;
- (b) Applicable government-mandated fee schedules for workers' compensation;
- (c) Usual, customary, and reasonable pricing databases, including data in third-party licensed databases which City hereby acknowledges is provided "AS IS";
- (d) Preferred provider network information (if applicable); and

(e) Average wholesale pricing databases for pharmaceuticals.

City shall designate the address (e-mail, street address, or other agreed-upon repository) or addresses to which LIEN ON ME is to return bills, reviews, and reports. City shall also designate a person or persons, including telephone, fax, and e-mail address, as LIEN ON ME's contact at City.

1.3 Processable Bills. City shall submit bills for review only for Covered Services, which are complete, and contain sufficient information to allow LIEN ON ME to perform the required services (a "Processable Bill"). If a bill does not contain sufficient information, LIEN ON ME will notify City of the information necessary for the bill to become a Processable Bill. LIEN ON ME shall audit each Processable Bill against the appropriate review methodology and shall make appropriate recommendations for any adjustments on the bill.

1.3.1. Limitation on Submitted Claims. City shall only submit to LIEN ON ME workers' compensation bills and no other classification of claim, including but not limited to group health bills or individual health bills.

1.4 Turnaround Time. LIEN ON ME shall use commercially reasonable efforts to review and return all Processable Bills to City within three (3) to five (5) business days after the receipt by LIEN ON ME of Processable Bills. Additional time may be required for any negotiated, appealed or reconsideration bills. Any Processable Bill subject to a specific provider's contract rate through a Preferred Provider Organization ("PPO"), may require additional processing time. LIEN ON ME shall promptly notify the City if it is unable to process any bills within fourteen (14) days after receipt. The failure to process complex bills within the time periods stated herein shall not constitute a breach of LIEN ON ME's obligations under the Agreement. LIEN ON ME shall promptly notify City if it is unable to process any bills within fourteen (14) days after receipt. LIEN ON ME shall return any non-bill miscellaneous documents to City within five (5) business days after receipt.

For all electronically submitted bills, LIEN ON ME shall use commercially reasonable efforts to review and return all Processable Bills to City within one (1) to two (2) business days after the electronic receipt by LIEN ON ME of Processable Bills. Additional time may be required for any negotiated, appealed or reconsideration bills. Any Processable Bill subject to a specific provider's contract rate through a Preferred Provider Organization ("PPO"), may require additional processing time. LIEN ON ME shall promptly notify the City if it is unable to process any electronically received bills within seven (7) days after receipt.

LIEN ON ME shall comply with all time frames as noted in the Workers' Compensation Laws of California with regard to Medical Bill Review, Electronic Bill Payments, Independent Bill Review, Second Review procedures and processes.

1.5 Reports. LIEN ON ME shall provide City with an account level monthly standard reports at no charge, defined as:

- (a) Bill Review Savings Reports;
- (b) Bill Review Productivity Reports;
- (c) Bill Review Statistical Reports; and
- (d) Bill Review Inventory Reports.

LIEN ON ME may issue other special reports as City may request from time to time, and if special reports require programming or other time and effort on the part of LIEN ON ME, additional charges may be incurred by City.

1.6 Exclusivity. City will exclusively utilize LIEN ON ME for its healthcare billing review activities and City agrees that it will not utilize any other healthcare billing review service or healthcare billing review software application of any kind or in any manner in the operation of its business until the expiration or other termination of the Agreement.

1.7 Limitation Regarding Recommendations. LIEN ON ME is not a provider of medical services. LIEN ON ME utilizes industry standard billing review

software for review and processing of healthcare provider bills submitted by City. Parameters setting variables for implementation of the specific billing review activities contemplated by the Agreement shall be selected by City and implemented, pursuant to City's instructions during implementation and LIEN ON ME shall complete its review process according to the schedule described in Exhibit B and LIEN ON ME's industry standard billing review software. Each reviewed bill will be returned to City with an "Explanation of Review" ("EOR"). The EOR clearly explains the pricing format and bill review adjustments, with clear documentation of the net amount to pay to the provider. LIEN ON ME shall also transmit to the City the EOR's and data necessary to permit issuance, by the City, of payments to providers. LIEN ON ME is not responsible for determining whether the diagnosis on any bill submitted by City for review represents a compensable injury under the applicable workers' compensation act. City, not LIEN ON ME, is responsible for determining whether or not a provider's bill is paid and the amount of any provider payment(s) or reimbursements paid over and above LOM's recommendation.

1.8 Disputed Recommendations and Expert Witness Services. If any dispute arises with respect to any provider bill reviewed by LIEN ON ME, during the term of the Agreement and upon City's request, LIEN ON ME will explain the procedure utilized and the results obtained through the billing review process will provide legal and or expert witness testimony at any legal proceeding that concerns a provider bill reviewed by LIEN ON ME at no cost to the City. Further, LIEN ON ME shall send a witness to the hearing before the WCAB to testify and defend its recommendations at no cost to the City. LIEN ON ME shall defend all of its recommendations as required at the WCAB. LIEN ON ME shall provide a hearing representative or expert witness whose purpose is to defend recommendations, when requested by the City. Following termination of the Agreement, LIEN ON ME shall continue to provide expert witness testimony concerning any work performed pursuant to the Agreement at LIEN ON ME's then current rates and on its then

current terms and conditions.

If any provider bill proceeds through the Independent Bill Review Process and an additional amount is found due and payable, LIEN ON ME will pay or reimburse the City for all associated filing fees and costs. The City will pay all additional recommended amounts due to the provider.

1.9 On-Line Tools/Access. Any access City obtains to LIEN ON ME's web based claims management program known as "ComplQ" or any other on-line access to LIEN ON ME's software and/or web based services, shall be subject to the requirements of LIEN ON ME's standard Access and Use Requirements Addendum, incorporated by reference into the Agreement, and any required third-party database end user agreement as amended from time to time.

1.10 Data Conversion. LIEN ON ME agrees to furnish programming during the implementation phase to convert City's historical bill review data at no cost to City. City will furnish all file and record layouts and all other information or data deemed necessary and/or required by LIEN ON ME to accomplish the history data conversion. All programming work required of LIEN ON ME pursuant to the Agreement shall be performed pursuant to a written and fully executed implementation schedule delivered by LIEN ON ME to City. The implementation schedule will contain a description of the obligations, responsibilities and tasks to be performed by LIEN ON ME and City, with anticipated delivery dates.

1.11 Remittance of Medical Claims and Billing Information. During the term of the Agreement, LIEN ON ME shall serve as the repository for scanned images of bills that City submits for bill review services. After the expiration or sooner termination of the Agreement, City understands that LIEN ON ME will not be a repository for scanned images of bills that City submits for bill review services; however, LIEN ON ME shall promptly provide to City the latest digital format containing the scanned images of bills that City has submitted for bill review services during the term of the Agreement.

1.12 Inquiries from Participating Providers. LIEN ON ME shall assist City in resolving inquiries from medical providers during and after LIEN ON ME's review and shall answer any questions regarding the revised bill amounts during the term of the Agreement.

1.13 LIEN ON ME shall provide to City, upon request, retrospective bill audits designed to identify and document; (i) overcharges and undercharges; (ii) items unrelated to covered diagnoses; (iii) the medical necessity of billed services; and (iv) services billed but not delivered.

EXHIBIT "B"

COMPENSATION

Pricing Matrix		
Medical Bill Review		
Flat Fee Per Bill	(Plus CBR 3% capped at \$7,000)	\$8.50
Review Only Charge - Flat Rate Per Bill	(Fee Schedule Review Only)	\$8.50
Duplicate Bills		\$ No Charge
Reconsideration Bills		\$ No Charge
Direct Negotiation Fee (out of network) - flat rate per negotiation		\$ Not Applicable
Direct Negotiation Fee (out of network) - percentage of savings with proposed cap on total fee		8% \$7,000 cap
Preferred Provider Organization (PPO) - flat rate		\$ Not Applicable
PPO - percentage of savings	(Except for Anthem BlueCross - 23%)	*18%**
Flat Rate Per Bill to include MBR/PPO		\$
Any applicable report fees (including WCIS State Reporting)		\$ No Charge
Provide any applicable charges for computer time, licensing, system utilization, and interface		\$
Describe the cycle of bill generation - daily, weekly, or monthly. Explain how disputed bills are handled.		Invoice by Batch **See Note 1
Include any other charges or pricing (one-time data/information requests or for other services not listed).		No Charge \$ No Charge

Please indicate "Not Applicable" for fee structures not being proposed and "No Charge" for items that are provided at no charge. Identify and include any charges for bill review related services not listed.

Send Back Per Bill - includes any bills that are part of the Send Back Workflow. \$4.00

*PPO's at 18% includes Prime Health, MultiPlan and HealthSmart. Anthem BlueCross at 23%.

**Note 1: Any disputed bills are discussed with adjuster first, then supervisor and finally with the manager. Lien On Me, Inc. has not had any situation in a disputed invoice that has lead beyond a manager. We have always had a final agreement to resolve, reduce or write off.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/9/2021

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).


PRODUCER Andreini & Company-Oxnard 500 Esplanade Drive, Suite 900 Oxnard CA 93036	CONTACT NAME: Lorena Fahl
	PHONE (A/C, No, Ext): 805-981-6250 FAX (A/C, No): 650-378-4361 E-MAIL ADDRESS: lfahl@andreini.com
INSURED Lien On Me, Inc. PO Box 91630 Pasadena CA 91109	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Sentinel Insurance Company Ltd 11000
	INSURER B : Peleus Insurance Company 34118
	INSURER C : Employers Preferred Ins Co 10346
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** 1710576039 **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	8/15/2021	8/15/2022	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 - COM/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			57SBAAG7645SC	8/15/2021	8/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBAAG7645	8/15/2021	8/15/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG476554900	6/1/2021	6/1/2022	<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
B	Professional Liability Privacy Coverage			EO42076093	3/25/2021	3/25/2022	Aggregate Per Claim 2,000,000 Per Claim Ded 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Long Beach, its officials, employees and agents are included as additional insureds per form #SS0008 attached to this policy. Coverage is primary and non-contributory per form SS0008 attached to this policy. Workers Compensation Waiver of Subrogation applies per Form #WC040306 attached to this policy. Coverage shall not be canceled, except with notice to the City of Long Beach.

CERTIFICATE HOLDER City of Long Beach Workers Compensation Department 411 W Ocean Blvd 9th Floor Long Beach CA 90802	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 
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**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

BUSINESS LIABILITY COVERAGE FORM

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 06/01/2021 at 12:01 AM standard time, forms a part of

Policy No. EIG 4765549 00

Of the EMPLOYERS PREFERRED INS. CO.


Carrier Code 00920

Issued to LIEN ON ME INC

Premium

Endorsement No.

Countersigned at _____ on _____

By:  _____
Authorized Representative