

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT  
BETWEEN MAXIM HEALTHCARE SERVICES AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
ANCILLARY REGISTRY SERVICES**

This Amendment No. 1 to the Services Agreement (No. A-12281/MYA 600) ("Agreement") dated August 1, 2012, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Maxim Healthcare Services dba Maxim Staffing Solutions (hereinafter "CONTRACTOR") with respect to the following:

**WHEREAS**, the Agreement was one out of seven agreements approved by the Monterey County Board of Supervisors on July 24, 2012 and fully executed for Ancillary Registry Services through June 30, 2015, pursuant to RFP #9600-22.

**WHEREAS**, the Board of Supervisors approved an aggregate total spending limit for all seven agreements which in total are not to exceed \$3,600,000, or \$1,200,000 per fiscal year, pursuant to (RFP #9600-22); and

**WHEREAS**, NMC and CONTRACTOR hereby agree to extend the term of the Agreement for one (1) additional year pursuant to RFP #9600-22 through June 30, 2016; and

**WHEREAS**, NMC and CONTRACTOR hereby agree that additional services be incorporated into the original Scope of Services of the Agreement. The additional services are described in Exhibit A-1 attached hereto.

**NOW, THEREFORE**, the NMC and CONTRACTOR agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. The Agreement pricing sheet, Exhibit A, is replaced with a new Exhibit A-1 effective July 1, 2015, attached hereto this Amendment No. 1
2. Section 5.1 of the Agreement shall be amended to the following; "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2016 with the option to extend the AGREEMENT for one (1) additional one (1) year period. NMC is not required to state a reason if it elects not to renew this AGREEMENT".
3. If there is any conflict or inconsistency between the provisions of Agreement, or this AMENDMENT No. 1, the provisions of this AMENDMENT No. 1 shall govern.

*Signature page to follow*

IN WITNESS WHEREOF, NMC and CONTRACTOR hereby execute this AMENDMENT NO. 1 as follows:

Natividad Medical Center

By: \_\_\_\_\_  
Gary R. Gray, DO, Interim CEO

Date: \_\_\_\_\_

APPROVED AS TO LEGAL PROVISIONS

By: ARB  
Monterey County Deputy County Counsel

Date: May 18, 2015

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]  
Monterey County Deputy Auditor/Controller

Date: 5/20/15

CONTRACTOR

Maxim Healthcare Services, Inc d/b/a Maxim Staffing Solutions  
Contractor's Business Name\*\*\* (see instructions)

[Signature]  
~~Signature of Chair, President, or Vice-President~~

Jessa Lombo, Asst. Controller  
Name and Title

Date: 4/14/15

By: [Signature]  
~~(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)~~

Troy Thomas Asst. Controller  
Name and Title

Date: 4/14/15

\*\*\*Instructions

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

## Exhibit A-1

### **Maxim Healthcare Services dba Maxim Staffing Solutions Remote Coding Rates/Deliverables**

Effective July 1, 2015

#### **Maxim Remote Coding Fees**

- Maxim fees for *Remote Coding* are calculated on an hourly basis.

<b>Record Type</b>	<b>ICD-9 Rates</b>
Professional Fee (Physician)	\$55.00
OP Ancillary	\$55.00
Emergency Room	\$55.00
Outpatient Surgery/Observations	\$58.00
Inpatient DRG	\$60.00

<b>Record Type</b>	<b>ICD-10/Dual Coding Rates</b>
Professional Fee (Physician)	\$58.00
OP Ancillary	\$55.00
Emergency Room	\$58.00
Outpatient Surgery/Observations	\$62.00
Inpatient DRG	\$66.00

#### **Maxim Deliverables**

- Ongoing quality review plan managing coding accuracy
- Certified and qualified coding professionals
- Coverage for both ICD-9 and ICD-10 coding
- Expert management team
- QA Results reported no less than quarterly

#### **FACILITY Deliverables**

- Remote access to Hospital EMR, Encoder/CAC, and Abstract System
- Ensure that medical records are made available to code.
- Provide Maxim copies of any FACILITY coding reviews performed on Maxim Coding Staff
- Designate a point of contact to serve as liaison with Maxim staff.

## Exhibit A-1

### Maxim Remote Quality Management Plan

Maxim will initially perform a 100% pre-bill audit on the new coders' first charts completed, until such a time as the coder is working at a standard accuracy rate. At that point, up to 5% of completed work will be randomly selected for audits, not to exceed the following by patient type, per coder:

Inpatient	20
Outpatient*	40
Pro Fee:	40

\*OP Defined as Combined ER, OPS, Observation, Ancillary/Diagnostic

\*\*\*Once an industry wide, ICD-10 accuracy and productivity benchmark is established, we will conform to those standards.

The audit results are made available to the medical center upon request. The audits are conducted using nationally recognized standards and Official Coding Guidelines and will include review of any or all of the following depending on the record being audited:

- Accuracy of the MS-DRG assigned.
- Accuracy of the ICD-9-CM diagnosis and procedure code(s).
- Accuracy of the ICD-10 diagnosis and procedure codes(s).
- Accuracy of the CPT/HCPCS code(s) assigned.
- Accuracy of the modifier(s) assigned.
- Documentation deficiencies impacting coding.

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1 1/2) times the regular billing rate for such hours. Double time will be charged for all hours in excess of twelve (12) hours where applicable by state law.

**Holidays.** Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

Thanksgiving Day	Presidents Day
New Year's Day	Labor Day
Memorial Day	Martin Luther King Day
Independence Day	Christmas Day