

PROFESSIONAL SERVICES AGREEMENT

GCBH, LLC – PSA – Hashmi

This agreement is entered into by and between **Greater Columbia Behavioral Health, LLC**, through the Regional Office located at 101 N Edison, Kennewick, WA 99336-2779, hereinafter referred to as “GCBH” and Dr. Farrukh Hashmi, MD, 2608 Eastwood Ave, Richland, WA 99352, hereinafter referred to as the “Contractor”.

WITNESSETH that the parties agree as follows:

I. Purpose:

The Contractor will provide Behavioral Health Medical Director Services to GCBH in the areas as set forth in the “Statement of Work”.

II. Period of Performance:

The services will be delivered beginning November 1, 2023, and continue until terminated by either party according to the terms of this Agreement.

III. Statement of Work:

The Contractor shall provide services as described in Attachment A and also including 24/7 availability for consultation and utilization management reviews that are denials due to medical necessity.

IV. Compensation:

Compensation is in the amount of \$3,800.00 per month for 5 hours of contracted service. Any special projects that may require more than the allotted 5 hours per month will be paid at the rate of \$165.00 per hour on top of the \$3,800.00. Any expenses accrued such as travel will be reimbursed at the expense of GCBH.

V. Limitation of Liability:

The liability of Contractor to GCBH for any reason and upon any cause of action related to the performance of the work under this agreement whether in tort or in contract or otherwise shall be limited to the amount paid by GCBH to Contractor pursuant to this agreement.

VI. Relationship of Parties:

- A. Contractor is an independent contractor and is not an employee of GCBH. Contractor shall not make any claim for Workmen's Compensation against GCBH as a result of any injury occurring in the performance of this Agreement. Contractor is not an officer, employee or agent of GCBH and shall not be entitled to be defended by GCBH should any cause of legal action arise due to the acts of the Contractor while performing this Agreement except for those acts performed pursuant to Contractor's duties as Medical Director.
- B. Contractor shall be responsible for paying any applicable taxes, including social security.
- C. Contractor shall execute responsibilities of this Agreement in places and on times mutually agreed upon by both parties.
- D. Contractor shall be responsible for securing and maintaining Professional Liability Insurance for Medical Director Services and for payment of all premiums.

VII. Safeguarding Information

The use or disclosure by the Contractor of any confidential information concerning an applicant, a participant, recipient or client obtained as a result of services, for any purpose other than delivery of services, execution and monitoring of this Agreement by the Contractor or by GCBH is prohibited except on written consent of the participant, recipient or client, his attorney, or if a minor, or incompetent, responsible parent or guardian or as otherwise provided by law.

VIII. Ownership of Project Material, Supplies and Equipment

- A. All finished or unfinished documents, data, supplies, drawings, maps, models, photographs, films, duplicating plates, reports, plans and other material prepared by the Contractor in connection with this project shall be the property of GCBH.
- B. No report, device, thing or document of whatever kind or nature, produced in whole or in part in connection with the project shall be the subject of an application for copyright or patent by or on behalf of the Contractor without prior written approval of GCBH.
- C. Supplies and equipment (such as computer equipment, office supplies, etc.) provided by GCBH for use during the course of this Agreement are the property of GCBH and must be returned at the termination of this Agreement.
- D. It is agreed that upon termination of this Agreement, all information, data, reports and other materials collected, prepared, or reported by the Contractor pursuant hereto, shall be provided to and be property of GCBH and may be utilized by GCBH in any manner, which is deemed appropriate.

IX. Indemnification

The Contractor shall protect, defend, indemnify and save harmless GCBH, their officers, employees and agents from any and all third party costs, claims and resultant costs (judgments and/or awards of damages) for bodily injury to person and damage to physical property to the extent resulting directly and proximately from the negligent acts of the Contractor, its officers, employees, an/or agent in performance of this Agreement.

X. Termination

Each of the parties shall have the right to terminate this Agreement upon thirty (30) days advance notice to the other party in the event that the other party fails to comply with any of the provisions of this Agreement. Each party shall have the right to terminate this Agreement upon thirty (30) days advance notice to the other party in the event either party determines to terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

GCBH

CONTRACTOR

GCBH, Chairman Date
Executive Committee

Dr. Farrukh Hashmi, MD Date
SSN: xxx-xx-8162

Approved to Content:

Sindi Saunders, Co-Director Date
Quality Manager/CCO

Approved as to Form:

Approved as to Fiscal:

Quinn Bell Date
GCBH Legal Counsel

Karen Richardson Date
GCBH Co-Director / Finance Director

STATEMENT OF WORK – ATTACHMENT A

Essential Duties and Responsibilities:

The GCBH Medical Director will provide Psychiatric leadership and oversight for utilization management and care coordination programs for Mental Health and Substance Use Disorder treatment services. The Medical Director will participate in the oversight of the Quality Improvement processes by attending Quality Management Oversight Committee on a monthly basis. This person will work closely with GCBH Administrative and Clinical Staff to develop standardized policies and procedures to be implemented system-wide that will improve quality outcomes in a cost efficient manner.

The following activities will be carried out in conjunction with the GCBH administrative staff or other clinical staff. The clinical director will be responsible for ensuring the activities are completed but will seek collaboration and consultation from the Medical Director.

1. Standardize UM practices for evaluation and referral to services across all levels of care (LOC).
2. Participating in the oversight for the Quality Improvement functions at GCBH.
3. In coordination with other GCBH administrative and clinical staff, ensure the consistent application of criteria for provision of services within available resources and also as required under the GCBH appeals and grievances processes.
4. Ensure that resource management and UM activities are not structured in such a way as to provide incentives for any individual or entity to provide, deny, limit, or discontinue medically necessary behavioral health services inconsistent with the applicable policies and procedures for determining eligibility for services within Available Resources.
5. Review all cases where a Utilization-related administrative hearing is requested or any related appeals.
6. Monitor for over-utilization and under-utilization of services, including Crisis Services.
7. Work collaboratively with all involved organizations (HCA, ACH, MCO's) to promote a person-centered and recovery based integrated system of health care.
8. Work to develop and provide teaching on Behavioral health related diagnoses and treatment.
9. Oversee and participate in the GCBH Credentialing Program. This includes assisting with the reviewing and evaluating of GCBH sub-contractors or delegated providers as well as signing approval letters.

10. Provide or facilitate second level clinical reviews, peer reviews and appeals.
11. In conjunction with the GCBH administrative and clinical staff, track all clinical programs for compliance with contractual requirements.
12. Assist with new program implementation as warranted
13. Participating in other operations of GCBH as determined by the Directors.

Qualifications

Required Education

Doctorate Degree in Medicine (MD or DO) with Board Certification in Psychiatry

Required Experience

- 5+ years of clinical practice.
- 5+ years of HMO/Managed Care experience including experience in Utilization/Quality Program Management.
- Current clinical knowledge.
- Knowledge of applicable state, federal and third party regulations.

Required License, Certification, Association

Active and unrestricted Washington State Medical License, free of sanctions from Medicaid or Medicare.

Preferred Experience

Experience with NCQA, HEDIS, Medicaid, Medicare and Pharmacy benefit management, Group/IPA practice, capitation, HMO regulations, managed healthcare systems, quality improvement, medical utilization management, risk management, risk adjustment, disease management, and evidence-based guidelines.