

## PSYCHIATRIC CONSULTANT AGREEMENT

This Agreement is made the 11<sup>th</sup> day of June, 2008 by and between Master Psychiatric Consulting, P.C. ("Provider") and Salem County Nursing Center and/or its heirs, successors or assigned. ("Facility").

### Background

The Facility is a skilled nursing and/or assisted living facility located at 438 Woodstown Road, Salem, New Jersey, 08079. The Provider is engaged in the practice of providing psychiatric consulting services to patients in need of psychiatric services, through its licensed physicians and nurse practitioners. The Facility desires to arrange for the provision of psychiatric services to certain of its resident patients in need of such services, and the Provider is willing to provide such services under the terms of this Agreement.

### Agreement

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Duties and Responsibilities of Provider.

A. Provider shall assess, and treat as necessary, those patients of the Facility with respect to whom the resident's primary care physician has requested a psychiatric consult, in writing; provided, however, that Provider shall be required to assess and treat only those residents who have made satisfactory payment arrangements in advance with Provider, as more fully set forth in section 3 hereof, and Provider shall not be required to render any services to such residents outside of the Facility. Provider shall have the discretion to determine whether a physician or nurse practitioner shall render such services, provided that such person is duly licensed to render such services.

B. Provider shall be available by pager at all times during the term of this Agreement, and will use reasonable efforts to see urgent/stat consults as soon as reasonably possible.

2. Duties and Responsibilities of Facility.

A. For each month during the term of this Agreement, Facility shall pay Provider a monthly nonrefundable retainer of \$500, on the first day of each month, with the initial payment due upon execution of this Agreement, but prorated in the

case of a partial month. The compensation set forth in this paragraph shall be in addition to payments to be made by the patient being treated by Provider as set forth in section 3 hereof.

B. Facility shall fax to Provider's office the patient's demographic and insurance information at the time the consult is requested. Provider shall not be required or expected to visit the patient at the Facility until Provider has received such information.

C. Facility shall promptly notify Provider of any change in Facility's Medical Director, Administrator, or Director of Nursing.

D. Facility shall, within twenty-four (24) hours of request by Provider, provide Provider with an updated roster of current resident patients and those under Provider's care.

E. Facility shall advise each patient's primary care physician, in advance of request for a consult by Provider, that Provider's services may be rendered by a physician, physician assistant, clinical nurse specialist, or a nurse practitioner, and that most routine follow up visits will be performed by a nurse practitioner or clinical nurse specialist.

F. Facility shall provide Provider with proper and adequate space, materials, equipment and support to enable Provider to properly perform his services hereunder.

3. Patient Fees. Provider will bill the patient (and/or the patient's insurance carrier, as the case may be) for services rendered to the patient, and will retain all fees for such services. Facility acknowledges that Provider has advised it that while Provider does accept certain commercial insurance company fee payments, Provider does not participate in any managed care plans, and as such in the case of any patient who participates in a managed care plan, Provider will not assess or treat that patient unless either (i) the managed care plan will pay Provider an out of network fee that is acceptable to Provider, or (ii) the Facility, the patient, or the patient's attorney-in-fact serving pursuant to the patient's power of attorney, agrees to timely pay Provider's fee in full. Follow up services to a patient who has designated such an attorney-in-fact will be rendered to the patient only with the consent of the attorney-in-fact and, if the Facility has assumed responsibility for the fee, with the Facility's consent. Facility agrees to pay for services for managed care patients in the amount of \$150 for an initial consultation and \$75 for a follow-up visit. Provider will bill the facility monthly for these patient fees.

#### Competency Evaluations and Other Services.

A. Competency Evaluations. Provider will perform competency evaluations on a patient upon request of an authorized person, provided that appropriate payment arrangements are made with the requesting party and the evaluation can be performed and information released in accordance with applicable law. If the requesting party requests a written report or other information beyond the Provider's notes of the exam, there will be an additional fee of three hundred dollars (\$300.00). Facility shall refer any inquiries from legal representatives concerning the competency evaluation to Provider's office, so that Provider can obtain the required releases and address any related fee charges.

B. Other Services. If, upon the request of the Facility, Provider renders additional services to the Facility, including but not limited to consulting with the Facility concerning administration issues and/or assisting the Facility in connection with its accreditation; completion of PASARR forms (flat rate of \$200 for PASARR form completion), Facility shall pay the Provider additional compensation based on the amount of time spent by Provider and Provider's then current hourly rate for such services, but in no event less than two hundred dollars (\$200.00) per hour.

5. Term. The term of this Agreement shall commence on the date hereof and shall continue until the date that is thirty (30) days after the date on which a party desiring to terminate this Agreement gives written notice to the other party, regardless of reason or cause. Notwithstanding the above, this Agreement may be terminated immediately by either party upon the other party's breach of any of the terms of this Agreement

6. Independent Provider Status and Duties. Provider is hereby engaged as an independent contractor and not as an employee of Facility. Provider shall not be treated as an employee of Facility for federal or state income tax purposes, or otherwise. Provider shall not hold itself out or represent to any person or entity that it or any of its employees are an employee of Facility.

In the performance of its services hereunder, all decisions regarding the manner of performance of the services shall rest solely with Provider, and Facility shall not be permitted to dictate any specific course of conduct or provide specific direction as to the manner in which Provider renders its services. Notwithstanding the foregoing, Provider agrees to abide by the reasonable general policies established from time to time by Facility, provided that such general policies do not infringe upon Provider's ability to determine the specific manner in which it will render its services to patients and comply with its responsibilities hereunder.

7. Records. Provider shall, during and after the term of this Agreement, be granted access to the patients' medical and billing records for purposes related to the care of

the patient, billing, or any disputes, litigation, inquiries, or investigations involving Provider.

8. Regulatory Audits. To the extent required by law or regulations, Provider and Facility shall, during the term of this Agreement and until at least the expiration of four (4) years, or longer if so required by any applicable law, regulation, or policy, following the term of this Agreement or following the furnishing of the services by Provider pursuant to this Agreement, whichever is later, make available upon written request of the United States Secretary of Health and Human Services, Centers for Medicare and Medicaid Services, the United States Controller General, or any of their duly authorized representatives, any books, documents, or records necessary to verify the nature and extent of the costs incurred by Facility as a result of, or by reason of, the activities of Provider pursuant to this Agreement.

9. Waiver. The waiver of any of the terms and conditions hereof shall not be construed as a waiver by either party of any subsequent breach.

10. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest.

11. Choice of Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to the principles of conflicts of laws. The parties agree that any dispute hereunder shall be litigated only in the New Jersey state courts, and the parties hereto waive any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam and subject matter jurisdiction over such party and irrevocably consents to service of process by notice sent by mail to the addresses set forth herein and/or by any means authorized by New Jersey law.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall be deemed to be one and the same instrument. The execution of any number of counterparts shall have the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. The parties agree that a facsimile signature shall constitute an original hereunder.

13. Severability. In the event that any one or more of the provisions contained in this Agreement or in any of the instruments executed pursuant to this Agreement should be invalid, illegal or enforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not be in any way affected or impaired thereby.

14. Assignment. None of the parties hereto may assign their rights or obligations under this Agreement, in whole or in part, nor delegate their duties hereunder.

15. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained. The expressed terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by the parties hereto, and no discharge of the terms hereof shall be deemed valid unless by full performance by the parties hereto or by a writing signed by the parties hereto.

16. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

17. Gender and Number. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

18. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when either hand delivered, against receipt, or sent by certified mail, return receipt requested and postage prepaid, to the parties as set forth below, or to such other person or address as a party shall designate for itself by notice to the other party:

If to Provider:

Master Psychiatric Consulting, P.C.  
Two White Horse Pike  
Haddon Heights, NJ 08035  
Attention: Kenneth V. Master, M.D., President

If to Facility:

John Rosolia, Administrator  
Salem County Nursing Center  
438 Woodstown Road  
Salem, NJ 08079

19. Costs and Attorneys' Fees to "22. Costs and Attorneys' Fees " \

2. In the event of a breach by any party to this Agreement, the costs, including all court costs, deposition expenses, reasonable attorneys' fees and other expenses incurred in enforcing this Agreement and the obligations of the other parties hereto (the "Costs of Enforcement") shall be included in the calculation of the damages caused by said breach, and the prevailing party in any action to enforce this Agreement shall be entitled to recover its Costs of Enforcement, in addition to all other remedies or damages.

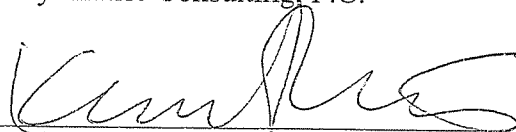
20. Contractual terms. All of the terms of this Agreement, including the "Background" section, are contractual and are not mere recitals.


21. HIPAA. In accordance with the Health Insurance Portability and Accountability Act of 1996, P.L.104-191 ("HIPAA") and the rules and regulations thereunder, the parties agree that they are acting as "Covered Entities" for purposes of this Agreement. Each party hereto agrees that it shall comply with the requirements of HIPAA, including without limitation the law and regulations governing "protected health information".

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the day and year first above written.

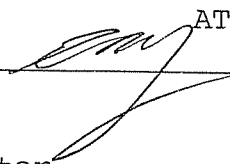
PROVIDER:

Master Psychiatric Consulting, P.C.

By:   
Kenneth V. Master, M.D., President

By:   
LEE R. WARE, Director  
Board of Chosen

Freeholders

ATTEST:  
  
EARL R. GAGE  
Clerk of the Board/  
Administrator