

**AGREEMENT FOR PROVISION OF EVALUATION AND
ELIGIBILITY DETERMINATION TEAM SERVICES
BY
THE REHABILITATION CENTER, INC.
FOR
BLUE RIVER SERVICES, INC.**

WHEREAS, The Rehabilitation Center, Inc. ("the Agency") has special skills, training, experience, knowledge and ability to perform services that Blue River Services, Inc. ("BRS") is in the business of providing;

WHEREAS, the Agency seeks to be retained by BRS as a contractor under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONTRACTOR**: The Agency will act as a contractor of BRS in the performance of duties under this Agreement for EVALUATION and ELIGIBILITY DETERMINATION TEAM SERVICES ("Agreement").

2. **DUTIES AND RESPONSIBILITIES OF AGENCY**: The Agency agrees to provide therapy evaluation and Eligibility Determination Team ("ED Team") services for clients of BRS during the term of this Agreement in accordance with the standards, customs, duties and requirements established by the Indiana First Steps/FSSA ("Program"), and those established by BRS. Agency shall be available to provide evaluation services for clients within guidelines established by the state, and shall determine hours of work so long as they meet client needs and First Steps/FSSA ("Program") timelines and requirements. The Agency will employ or contract the team membership including a Physical Therapist, Occupational Therapist, Speech-Language Pathologist and Developmental Therapist. The Agency will employ a scheduler who will set appointments for evaluations based on agreed service days, family availability and identified needs of the client. The Agency will participate in Cluster ED Team meetings on a limited basis as determined necessary/ appropriate by BRS management.

The Agency is obligated to inform BRS of any potential conflict of interest that may arise due to other business endeavors as well as issues of client conflict of interest. The Agency may not provide ongoing therapy services in the same defined service area(s) for which they provide evaluation services.

3. **COMPENSATION**: BRS shall retain 5% of each billable unit to cover cost of billing and quality assurance review. See Attachment A for rate information. See Attachment B for billing guidelines / limits.

All work must be properly documented in accordance with state requirements. The type of eligibility determination tool used for initial evaluations is determined by First Steps/FSSA. The Agency will be responsible for providing additional discipline specific evaluations as needed. The Agency will determine and provide an appropriate evaluation tool for discipline specific evaluations. The Agency is required to submit the completed evaluation report within 48 hours of completion to ensure compliance with IDEA part C enrollment timelines. The Agency will be

reimbursed based on time submitted, subject to Program limits. Billed time will be reviewed quarterly at a minimum. BRS will assist the Agency with resolving any issues related to missing authorizations. The Agency will be responsible for reimbursement to BRS for time that has been compensated and ultimately documented incorrectly or performed without authorization. BRS shall bill for and own the rights to all billings, receipts, accounts receivable, and other income associated with or arising out of the Agency's provision of services under the Program to the clients of BRS.

4. **INSURANCE:** The Agency shall maintain and furnish proof of, at its sole cost, comprehensive and general liability insurance relating to the services provided, providing for such coverage and limits as shall be reasonably acceptable to BRS.

5. **CERTIFICATIONS AND TRAINING:** The Agency shall secure and maintain in full force and effect at all times any and all necessary certifications and training necessary in order to provide Therapy/First Steps services under the Program and the laws of the State of Indiana. The Agency must remain in good standing with First Steps/FSSA and maintain current First Steps/FSSA credentialing.

6. **LOCATION OF WORK:** The Agency will perform all services to clients of BRS at locations as may be mutually agreed upon by the Agency and client, within state guidelines. The Agency will maintain office space and equipment and will not be provided office space at BRS. The Agency shall be responsible for any and all items needed for the performance of the obligations under this Agreement, including the rental of any space.

7. **TERM AND TERMINATION:** This Agreement shall remain in effect for three months or until such time as 30 days prior written notice of termination is provided by BRS or the Agency.

8. **INDEMNIFICATION:** Each party shall indemnify and hold the other party and the other party's shareholders, directors, officers, agents and employees harmless from any and all liabilities, losses, damages, claims, and costs arising from any breach of this Agreement.

9. **NON-DISCLOSURE/CONFIDENTIALITY/HIPAA:** The Agency acknowledges and agrees that the names, addresses, medical condition, and any other information received from BRS, or acquired from any other clients, are of a confidential nature. During the term of this Agreement and following any termination of the Agreement, the Agency will not, directly or indirectly, divulge or disclose the names, addresses, medical condition, or any other confidential information relating to any of the clients of BRS. The Agency also acknowledges that any and all information, medical or otherwise, of any clients of BRS may not be disclosed to third parties except in compliance with the terms of the federal FERPA and HIPPA Acts.


IN WITNESS WHEREOF, this AGREEMENT for EVALUATION and ELIGIBILITY DETERMINATION TEAM SERVICES is made as of the 1 day of January, 2011.

Blue River Services, Inc.


Daniel J. Lowe
President/CEO

Date: 12/30/10

The Rehabilitation Center, Inc.



Raymond P. Raisor
President/CEO

Date: 12/22/2010

12/10