BLUE TERN HOME CARE, LLC

AGREEMENT FOR SERVICES

1. Blue Tern Home Care, LLC Services. You _____ (the "Client") and Blue Tern Home Care, LLC ("the Company") agrees that the company will provide you with the Home Care Services described herein and specified in Attachment A.

2. Payment. (Please specify by marking the appropriate box):

☐ PRIVATE PAY. You agree to pay in full for Services billed within 10 days of the bill date, at the rates shown and in accordance with the terms on the Rate Sheet (Attachment B).

☐ MEDICAID. Services will be paid by Medicaid.

3. Care Decisions: (Please specify by marking the appropriate box):

☐ PRIVATE PAY. You will make all decisions concerning the Home Care Services you receive from the Company. The Company expressly disclaims all liability related to, caused by, or arising from decisions concerning the type, scope, quantity, quality, or level of care.

☐ MEDICAID. All Services provided under this agreement will be limited to those specified on the Plan of Care generated by a healthcare professional and on file with Blue Tern Home Care, LLC. If you want Services in addition to or instead of those specified on the Plan of Care, you must contact your doctor or other health care professional and request an order for additional Services. Your Services will be reviewed on a regular basis, at which time you can request a change in your Plan of Care. Requested Services are listed on Attachment A.

4. Standard of Care. The standard of care that the Company and its Caregivers agree to is that of a reasonably prudent person under substantially similar circumstances.

5. Emergencies. In the event of an emergency, you authorize the Company to take any action that we deem reasonable under the circumstances, including obtaining services from ambulance services, hospitals and other emergency service providers. You agree that you will be responsible for the cost of services provided in an emergency situation.

6. Transportation. PRIVATE PAY ONLY. If transportation Services are approved, the following shall apply:

(i) if the transportation requires use of your motor vehicle, you grant permission for the Caregiver to use your vehicle for the authorized purpose; and

(ii) if the transportation is to be provided using the Caregiver's personal vehicle, the Caregiver will certify that the vehicle is properly registered and licensed, adequately insured, and in safe operating condition.

7. Limitation of Liability. The Company's liability for any claim, damage, suit, action, penalty, cost, expense, or other liability, regardless of the theory under which the Company may be liable, shall not exceed the limits of Company's insurance coverage, whether per occurrence or aggregate, and as limited by the terms of Company's policies of insurance. The Company maintains industry standard general liability insurance coverage in the amount of $1,000,000 per occurrence and $3,000,000 in the aggregate.

In no event will the Company be liable for consequential damages, even if the Client or any other person notifies the Company of the potential for such damages.

8. Termination. You may terminate this Service Agreement by providing the Company 24 hours notice. The Company may terminate this agreement after notifying you of discharge and allowing sufficient time to obtain replacement services. For Medicaid services, this agreement will terminate immediately if your Medicaid provider denies authorization or your Medicaid coverage terminates.

9. Client Service Expectations.
Blue Tern Home Care, LLC expects its team members to treat all Clients with respect and courtesy, take measures to maintain safety during all appointments, act with integrity and honesty, and respond to Client enquiries as promptly and efficiently as possible.

In return, BTHC expects its Clients to treat all staff with respect and courtesy. Blue Tern Home Care, LLC will not tolerate threatening or aggressive behavior (including repeated instances of discriminatory, harassing, or abusive conduct) by Clients or anyone in their residence. Furthermore, we will not accept behaviors that place unreasonable demands on Blue Tern Home Care, LLC resources. Clients who are affected by alcohol or non-prescribed substances (excluding medications as prescribed) during scheduled appointments may be subject to termination.

Blue Tern Home Care, LLC maintains a zero-tolerance policy and does not tolerate any aggressive behavior or aggressive and abusive comments, including cursing, swearing, or commentary regarding race, gender, or ethnicity, towards any staff member. All staff have the right not to be subjected to any behavior or abuse, including:

- Threats of physical harm or violence
- Inappropriate religious, cultural, or racial insults
- Homophobic, sexist, or other derogatory remarks

No-Show Fee and Late Cancellation: Any late notice cancellations within 24 hours will incur a no-show fee at the base rate that the Caregiver would have received for that shift. This is to ensure the Caregiver's wages are still covered. Exceptions may be made in the case of a medical emergency.

10. Pets. For our Caregiver’s safety, you must keep all animals in a designated location away from the area where the Caregiver or staff is providing care. Blue Tern Home Care, LLC does not provide cares for your animals. We will not feed, bath, walk, groom, or clean up urine and feces for your animal. If pets become an issue to perform cares or if any undomesticated animals are found in the residence, we may cancel or terminate cares.

11. Smoking or vaping. Clients and guests are prohibited from smoking, using electronic smoking devices or using marijuana (medical or otherwise), while cares are being performed in the home. This also

applies to the use of any illegal substances. Please find time before or after cares to do so. For the safety of our staff, we ask that you discuss with your caregiver appropriate places to do so while staff are in your residence.

12. Residence. Maintaining a home in good working condition is essential for creating a safe and comfortable environment, especially before caregivers perform cares. A well-maintained home ensures that patients receive the highest quality of care and minimize potential hazards. Regular upkeep, such as repairing leaks, maintaining electrical systems, addressing structural issues, having adequate ventilation, and removing tripping hazards, help provide a safe place for both you and our staff. If any hazards are found and safety is an issue for you, or the staff, you could be subject to termination and will be reported to the appropriate governing authorities.

13. Communication with Blue Tern Home Care, LLC Employees. To safeguard your private health information, we strictly prohibit the exchange of personal contact information (e.g., phone numbers, social media accounts) between Clients and Blue Tern Home Care, LLC Caregivers.

Please direct all communication regarding scheduling changes or other service-related needs through the appropriate Blue Tern Home Care, LLC staff channels. Caregivers are instructed not to possess Clients' personal contact information, and we ask that Clients similarly refrain from obtaining Caregivers' personal details.

14. Independent Contractor / Employment Status. Caregivers providing Services under this Agreement are employees or contracted providers of Blue Tern Home Care, LLC and are not your employees, agents, or representatives.

15. Personal Protective equipment
While Blue Tern Home Care maintains specific requirements for Personal Protective Equipment (PPE), Clients have the right to request that caregivers use PPE beyond these company requirements. We will make every effort to accommodate reasonable requests for additional PPE usage.

16. Built-In and Backup Caregiver Coverage
To ensure safe and uninterrupted care, clients utilizing a Built-In Caregiver must allow a Blue Tern-approved caregiver to provide services in the home at least once per week. Clients understand that their regular caregiver may occasionally be unavailable due to illness, emergency, or time off, and agree to accept services from a qualified backup caregiver when necessary. Refusal to allow required relief or backup caregiver coverage may result in a review of services to determine whether Blue Tern Home Care can continue to safely provide care.

Electronic and Digital Signature Consent

I acknowledge and agree that Blue Tern Home Care, LLC may use electronic records and digital signatures

for documentation, acknowledgements, and forms related to my care. I understand that electronic signatures have the same legal effect as handwritten signatures.

This authorization remains in effect unless revoked in writing.

Effective 2/1/2026

By agreeing to the above information I understand and agree to the above

information. Client or Authorized Representative: Blue Tern Home Care, LLC:

_____ _____ Signature
Signature

_____ _____ Printed
Name Printed Name

Effective 2/1/2026

HIPAA Authorization for Use and Disclosure of Protected Health Information

I authorize Blue Tern Home Care, LLC to use and disclose my protected health information (PHI) as necessary for purposes of care coordination, treatment, billing, payment, operations, and communication related to my Services.

This authorization allows Blue Tern Home Care, LLC to share relevant health and service information with the following individuals, as identified below:

Authorized Individual (Responsible Party) #1
Name: _____
Relationship: _____
Phone Number: _____
Email Address: _____
Mailing Address: _____

Authorized Individual (Responsible Party) #2
Name: _____
Relationship: _____
Phone Number: _____
Email Address: _____
Mailing Address: _____

Authorized Individual (Responsible Party) #3
Name: _____
Relationship: _____
Phone Number: _____
Email Address: _____
Mailing Address: _____

I understand that:

- I may revoke this authorization at any time by submitting a written request to Blue Tern Home Care, LLC.
- Information disclosed under this authorization may no longer be protected by HIPAA once shared with authorized individuals.
- Refusal to sign or authorize this disclosure will not affect my ability to receive Services, except where disclosure is required for billing or care coordination.

Effective 2/1/2026

Billing information:

Bill to the Attention of: _____

This person is: ☐ Client ☐ Representative ☐ Guarantor

Email: _____ (First two billing attempts will be given via email)

Billing Address: _____

City, State, Zip: _____

Telephone Number: _____

Grantor's Information

Guarantor's Name: _____

Billing Address: _____

City, State Zip: _____

Telephone Number: _____

Email: _____

Guarantor's Signature: _____

Effective 2/1/2026

Blue Tern Home Care, LLC

Attachment A – Services Requested

The Services to be provided by Blue Tern Home Care, LLC to the Client and **Client only**, will consist of the following Personal Care Services:

Assistance with medication administration: ONLY reminding and opening containers.

Assistance with Transferring and ambulation

Assistance with eating, meal preparation, or meal planning

Personal grooming and dressing

Oral hygiene and denture care

Toileting and toilet hygiene

Bathing

Providing Transportation- **PRIVATE PAY ONLY**

Companionship and Homemaking Services:

Socialization

Mentoring and Cueing for personal independence

Activities at home

Light Housekeeping for Client only

Dishes for Client only

Change bed linens for Client's bed only

Laundry for Client only

Wellness Check

Other (please specify) _____

_____ _____ **Client or Authorized Representative Date:**

_____ _____ **Blue Tern Home Care, LLC Representative Date:**

Effective 2/1/2026

Blue Tern Home Care, LLC

Attachment B – Private Pay Rate Sheet

Service Rate for one Client
Less than 2 Hours per day $65.00 per hour
2 to 6 Hours per day $55.00 per hour
6 to 12 Hours per day $45.00 per hour
12 – 24 hours per day $35.00 per hour
Live in* $600 per day

*24-Hour Care requires 1) Set times when the live-in provider is supposed to be sleeping. This must be between 5 to 8 hours per night; 2) a room in the house with a locking door so that the provider has a private space and; 3) the Client must share in household meals by providing the food for meals.

The rates for Services are subject to change by the Company upon 30 days written notice to you.

Services provided on the following holidays will be charged at the rate of one and one-half (1 ½) times the applicable rates set forth above: New Year's day, Easter Sunday, Memorial Day, July 4th, July 24th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. All hours of service provided during the 24 hour period from 12:01 a.m. until midnight on the holiday will be charged at the holiday rate.

No-Show Fee and Late Cancellation: Any late notice cancellations within 24 hours will incur a no-show fee of $30 to ensure the caregiver's lost wages are still covered. Exceptions may be made in the case of a medical emergency.

Termination Fee: A Termination Fee equal to the charge for a shift of two hours or less will be charged if you fail to provide 24 hour notice of termination prior to a scheduled shift.

Interest Charged on Past Due Amounts: A finance charge calculated at an annualized rate of 12% will be applied to all invoiced amounts more than 14 days past due. The finance charge will be computed on a daily basis, commencing on the 15th day after the date of the invoice, and any past due amounts with interest will be reflected on your monthly statement.

Placement Fee: A "Placement Fee" equal to the greater of $3,500 or the highest total billings over a 30 day period in the past 12 months will be charged if you, either directly or through a representative, hire, contract with, or otherwise retain and pay one of our Caregivers to provide you with Home Care Services. The Placement Fee will apply for each Caregiver that provides you with such Services within 180 days of having served you under this Service Agreement. The Placement Fee will be due and payable on the first day the Caregiver provides you Services other than under this Service Agreement.

Effective 2/1/2026

Blue Tern Home Care, LLC

CLIENT ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS AND

SIGNATURES.

An authorized representative of Blue Tern Home Care, LLC has provided me with copies of the documents listed below. By my signature below I acknowledge the following:

- That I understand and acknowledge the service agreement and the terms to provide Services.
- That your Private Health Information can be shared.
- That I received a copy of each of the following documents:
    - Client's Bill of Rights;
    - Service Agreement with Rates
    - Confidentiality Notice (HIPAA); and

That I was offered help in completing a Utah Advance Healthcare Directive (Living Will)

Further, my signature below affirms that the representative of Blue Tern Home Care, LLC explained to me the content and significance of these documents; and that I understand my rights and obligations, and the rights and obligations of Blue Tern Home Care, LLC are with respect to these documents.

_____ _____

Client or Client's Representative Date

_____ _____

Blue Tern Home Care, LLC Date

Client Bill of Rights

Blue Tern Home Care, LLC is committed to providing high-quality personal care and home care services in compliance with all applicable federal and State of Utah laws and regulations. Written Client rights are established and made available to each Client, the Client's legal guardian (if applicable), next of kin, authorized representative, representative payee, sponsoring agency, and the public.

Your Rights as a Client

Every Client receiving services from Blue Tern Home Care, LLC has the right to:

1. **Be Fully Informed of Rights and Rules**
   Receive written and verbal information about Client rights, agency policies, and any rules governing Client conduct. Documentation of this notification will be maintained in the Client record.
2. **Be Informed of Services and Charges**
   Be fully informed, in advance, of the services to be provided and any charges for which the Client, family, or private insurer may be responsible. Clients will be notified promptly of any changes in services or charges.
3. **Freedom from Abuse, Neglect, and Exploitation**
   Be free from physical abuse, mental or emotional abuse, sexual abuse, neglect, financial exploitation, or involuntary seclusion of any kind.
4. **Participation in Care Planning**
   Participate in the planning, development, and revision of the Plan of Care, including decisions regarding personal care services, referrals to other health care providers or agencies, and the right to refuse participation in experimental research or procedures.
5. **Confidentiality and Privacy**
   Have personal, financial, and medical records kept confidential in accordance with HIPAA and state law. Clients have the right to approve or refuse the release of information to individuals outside the agency, except as required by law, for payment purposes, or for transfer to another health care provider or facility.
6. **Respect, Dignity, and Individuality**
   Be treated with courtesy, respect, and full recognition of personal dignity and individuality, including privacy in treatment, personal care, and communication.
7. **Qualified and Competent Caregivers**
   Receive services from caregivers who are properly trained, qualified, and competent through education, experience, and supervision to perform the services for which they are responsible. 8. **Caregiver Identification**
   Receive proper identification from any individual providing care or services on behalf of Blue Tern Home Care, LLC.
9. **Voice Complaints Without Retaliation**
   Be informed of the procedures for submitting complaints, concerns, or grievances regarding services or staff, and to voice complaints without fear of retaliation, discrimination, or reprisal.

10. **Advance Directives**

Be informed of the right to formulate advance directives, such as a living will or durable power of attorney for health care, and to have those directives respected in accordance with state and federal law.

11. **Access to Survey and Complaint Agencies**
    Receive information on how to contact the Utah Department of Health and Human Services or other appropriate oversight agencies to file a complaint or concern about services provided.

Questions or Concerns

If you have questions about your rights or the services provided, please contact:

Blue Tern Home Care LLC
435-650-3733
Info@blueternhc.com

You may also contact the Utah Department of Health and Human Services to report concerns or file a complaint.