

SAN JUAN COUNTY
INDEPENDENT CONTRACTOR AGREEMENT
HOME AND COMMUNITY BASED ALTERNATIVES PROGRAM (HCBA)

This Independent Contractor Agreement (“Agreement”) is entered into by and between San Juan County, a political subdivision of the State of Utah (“County”), and Sharmayne Clark (“Contractor”).

This Agreement shall become effective on July 1, 2026, and shall remain in effect through June 30, 2027, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE 1
SERVICES TO BE PROVIDED

1.01 Scope of Services

Contractor agrees to provide homemaker and companion services for participants in the San Juan County Home and Community Based Alternatives Program (“HCBA Program”) in accordance with the Care Plan developed and assigned by the San Juan County Case Manager.

Contractor shall perform all services in a professional, safe, and lawful manner and in accordance with all applicable federal, state, and local laws, regulations, policies, and program requirements.

1.02 Independent Contractor Status

Contractor is and shall remain an independent contractor and not an employee, agent, or representative of the County. Nothing in this Agreement shall be interpreted to create an employer-employee relationship, partnership, or joint venture between the parties.

Contractor shall not be entitled to County benefits including, but not limited to:

- Retirement benefits
- Health insurance
- Paid leave
- Unemployment insurance
- Worker’s compensation coverage through the County

Contractor shall retain control over the manner and means of performing services under this Agreement, subject to compliance with the Care Plan and applicable program requirements.

1.03 Insurance Requirements

Contractor shall maintain, at Contractor’s sole expense, all insurance required by law and reasonably necessary to perform services under this Agreement, including:

- Commercial General Liability Insurance
- Automobile Liability Insurance, if transporting clients
- Workers Compensation Insurance when required by Utah law

Proof of insurance shall be provided to the County upon request.

1.04 Taxes and Financial Obligations

Contractor shall be solely responsible for payment of all federal, state, and local taxes arising from compensation received under this Agreement, including income taxes and self-employment taxes.

Contractor agrees to indemnify and hold harmless the County from any claims, penalties, interest, or liabilities arising from Contractor’s failure to comply with applicable tax obligations.

1.05 Subcontracting

1.06 Background Checks

Contractor agrees to submit to any background checks, screenings, or verification processes required by the County, Medicaid regulations, or applicable law prior to providing services under this Agreement. The County may terminate this Agreement immediately based upon the results of a background check or failure to comply with screening requirements.

1.07 Audits and Compliance Reviews

Contractor agrees to cooperate fully with audits, inspections, reviews, and monitoring conducted by the County, state agencies, or authorized representatives to ensure compliance with the Care Plan and applicable HCBS program requirements.

Contractor agrees to modify service delivery practices if deficiencies are identified during any review or audit process.

ARTICLE 2 COMPENSATION

2.01 Payment

As compensation for services rendered under this Agreement, the County shall pay Contractor in accordance with the authorized Care Plan and approved service hours.

Payments shall be made monthly following submission and approval of required documentation and billing records.

2.02 No Guarantee of Hours

Nothing in this Agreement shall be construed as a guarantee of minimum hours, referrals, or compensation. Contractor is free to provide services to other individuals or entities during the term of this Agreement.

ARTICLE 3 BUSINESS EXPENSES

3.01 Contractor Expenses

Contractor shall be solely responsible for all costs and expenses incurred in performance of services under this Agreement, including but not limited to:

- Mileage
- Fuel
- Vehicle maintenance
- Cell phone usage
- Supplies
- Licensing costs
- Insurance costs

The County shall not reimburse Contractor for expenses unless specifically authorized in writing.

ARTICLE 4 CONFIDENTIALITY AND RECORDS

4.01 Confidential Information

Contractor shall maintain the confidentiality of all client information and protected health information obtained in the course of providing services under this Agreement.

Contractor shall comply with all applicable federal and state confidentiality laws including HIPAA requirements where applicable.

4.02 Records Retention

requirements.

Such records shall be made available to the County upon request for audit, monitoring, or compliance purposes.

ARTICLE 5 TERMINATION

5.01 Termination for Cause

The County may terminate this Agreement immediately for cause, including but not limited to:

- Failure to comply with the Care Plan
- Abuse, neglect, or exploitation concerns
- Safety concerns involving clients
- Fraudulent billing or documentation
- Failure to maintain required qualifications or insurance
- Failure to pass required background checks
- Violation of applicable law or program requirements

5.02 Termination Without Cause

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

5.03 Funding Contingency

Continuation of this Agreement is contingent upon the availability of appropriated funds and applicable program funding. The County may terminate this Agreement without penalty if funding becomes unavailable or reduced.

ARTICLE 6 GENERAL PROVISIONS

6.01 Entire Agreement

This Agreement, together with the Care Plan and any written amendments, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements relating to the subject matter herein.

6.02 Modifications

Any modification or amendment to this Agreement must be in writing and signed by both parties. Care Plans may be updated or modified by the County Case Manager and incorporated into this Agreement without requiring execution of a new contract.

6.03 Severability

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

6.04 Indemnification

Contractor agrees to indemnify, defend, and hold harmless San Juan County and its officers, employees, and agents from and against claims, damages, losses, liabilities, and expenses arising out of Contractor's negligent acts, omissions, or unlawful conduct in performance of this Agreement.

6.05 Governmental Immunity

Nothing in this Agreement shall be construed as a waiver by San Juan County of any protections, rights, defenses, or immunities provided under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-

6.06 Non-Discrimination

Contractor shall comply with all applicable federal and state nondiscrimination laws including:

- Title VI of the Civil Rights Act
- Title VII of the Civil Rights Act
- Americans with Disabilities Act
- Utah Antidiscrimination Act

6.07 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Utah. Venue for any legal action arising under this Agreement shall be in the Seventh Judicial District Court in and for San Juan County, Utah.

SIGNATURES

Executed this ____ day of _____, 2026.

SAN JUAN COUNTY
County Commissioner

Signature

Date

CONTRACTOR
Contractor Signature


Signature

6-1-2026
Date