

San Juan County
Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is entered into by and between San Juan County, State of Utah (“County”) and Shelia Knight (“Contractor”).
The effective date of this Agreement shall be July 1, 2026, and unless terminated earlier pursuant to this Agreement, shall continue through June 30, 2027.

ARTICLE 1

SERVICES

1.01 Scope of Services

Contractor agrees to provide services related to the San Juan County Aging Waiver Program, including assessments, reassessments, care plans, client follow-up, and related documentation as assigned by the San Juan County Case Manager(s).

1.02 Independent Contractor Status

Contractor shall perform all services as an independent contractor and not as an employee of the County. Nothing in this Agreement shall be construed 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
- Workers compensation coverage
- Unemployment insurance

Contractor shall retain control over the methods, means, and scheduling of services provided under this Agreement, subject to compliance with program requirements and applicable laws.

1.03 Licensure and Qualifications

Contractor shall maintain throughout the term of this Agreement all licenses, certifications, training, and qualifications required under federal and Utah law to perform the services contemplated under this Agreement, including any professional nursing licensure requirements applicable under Utah law.

Contractor shall immediately notify the County of any suspension, revocation, investigation, or limitation affecting Contractor’s licensure or ability to perform services.

1.04 Insurance

Contractor shall, at Contractor’s sole expense, maintain all insurance reasonably necessary or required for performance under this Agreement, including but not limited to:

- General liability insurance
- Automobile liability insurance
- Workers compensation coverage, if applicable
- Professional liability insurance, if applicable

Upon request, Contractor shall provide proof of insurance to the County.

1.05 Taxes and Withholding

Contractor shall be solely responsible for payment of all federal, state, and local taxes arising from compensation paid under this Agreement, including income taxes and self-employment taxes. County shall not withhold payroll taxes on behalf of Contractor.

Contractor agrees to indemnify and hold harmless the County from any liability, penalties, interest, or claims arising from Contractor's failure to comply with this provision.

1.06 Subcontracting

Contractor may not subcontract or assign services under this Agreement without prior written approval from the County.

1.07 Background Check

Contractor agrees to submit all information necessary for the County to conduct a background check prior to providing services under this Agreement. Contractor shall comply with all applicable federal and state background screening requirements for individuals providing services to vulnerable adults.

County reserves the right to terminate this Agreement based upon the results of any background check.

1.08 Confidentiality and HIPAA Compliance

Contractor acknowledges that services performed under this Agreement may involve access to confidential or protected information, including protected health information ("PHI").

Contractor agrees to comply with all applicable federal and state confidentiality laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and shall safeguard all confidential information obtained during the course of performing services under this Agreement.

Contractor shall not disclose confidential information except as authorized by law or by the County.

ARTICLE 2

COMPENSATION

2.01 Compensation Rates

As compensation for services rendered under this Agreement, County shall pay Contractor as follows:

Assessments/Reassessments and Care Plans

- \$400.00 per completed assessment/reassessment and care plan for in-home clients located within San Juan County.
- \$450.00 per completed assessment/reassessment and care plan for clients located in Navajo Mountain.

Care Plan Follow-Up Services

- \$25.00 per hour for care plan follow-up services not involving assessments, billed in fifteen (15) minute increments at a rate of \$6.25 per increment.

Data Entry and Client Follow-Up

- \$25.00 per hour for care plan and client follow-up documentation within the data entry system, billed in fifteen (15) minute increments at a rate of \$6.25 per increment.

Mileage Reimbursement

- Contractor shall be reimbursed for authorized use of Contractor's personal vehicle at the current IRS standard mileage reimbursement rate or County-approved reimbursement rate in effect at the time travel occurs.

2.02 Invoicing and Payment

Contractor shall submit invoices and supporting documentation in a form acceptable to the County. Invoices must be submitted quarterly. Payment shall be made in accordance with County procedures and subject to the availability of appropriated funds.

ARTICLE 3

BUSINESS EXPENSES

3.01 Contractor Expenses

Except as otherwise specifically provided in this Agreement, Contractor shall be solely responsible for all expenses incurred in performing services under this Agreement.

Contractor agrees to indemnify and hold harmless the County from claims for payment of expenses incurred by Contractor.

ARTICLE 4

TERM AND TERMINATION

4.01 Term

This Agreement shall begin on July 1, 2026 and continue through June 30, 2027 unless terminated earlier in accordance with this Agreement.

4.02 Termination Without Cause

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

4.03 Immediate Termination for Cause

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

- Loss or suspension of required licensure or certification
- Failure to pass or maintain required background screening
- Breach of confidentiality or HIPAA requirements
- Fraud, misconduct, or negligence
- Failure to comply with program requirements or applicable laws

ARTICLE 5

GENERAL PROVISIONS

5.01 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements relating to the subject matter herein.

5.02 Amendments

Any amendment or modification to this Agreement shall be valid only if in writing and signed by both parties.

5.03 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.

5.04 Indemnification

To the extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless San Juan County and its officers, employees, agents, and volunteers from and against any and all claims, damages, liabilities, losses, costs, and expenses arising out of Contractor’s performance under this Agreement.

5.05 Governmental Immunity

Nothing in this Agreement shall be construed as a waiver of any protections, rights, or immunities afforded to San Juan County under the Utah Governmental Immunity Act.

5.06 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action arising out of this Agreement shall be proper only in a court of competent jurisdiction located in the State of Utah.

5.07 Records and GRAMA

Records related to this Agreement may be subject to disclosure pursuant to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Title 63G, Chapter 2.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates written below.

CONTRACTOR

Shelia Knight

Date: _____

COUNTY

Chair, San Juan County Commission

Date: _____

San Juan County Area Agency on Aging
Date: 6/10/2026