

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 Marilyn Silas ("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 I  
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

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

*Markus Lee*  
\_\_\_\_\_  
Signature

*6-1-26*  
\_\_\_\_\_  
Date