

COP

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
COUNTY OF GLOUCESTER
AND
NICOLE NOCITO**

This Contract is effective on the 8th day of **April, 2024**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **NICOLE NOCITO**, of 347 Queen Street, Woodbury, NJ 08096, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the provision of emergency department services for the Gloucester County Prosecutor's Office regarding the Sexual Assault Response Team Forensic Nurse Examiner ("SART/FNE") Project, and the Domestic Violence Strangulation Response Team Forensic Nurse Examiner ("DVSRT") Project; and

WHEREAS, Contractor represents that she is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM. This Contract shall be effective for the period beginning October 1, 2023 and concluding September 31, 2024.

2. COMPENSATION. Contractor shall be compensated consistent with the compensation schedule which is attached as Schedule A. Contractor's total compensation shall not exceed \$17,000.00 during the term of this contract. The County shall not be responsible for compensation to Contractor. Any and all payments shall be rendered by the State of New Jersey Department of Law and Public Safety, Division of Criminal Justice to the Contractor upon completion and submission of the appropriate State voucher.

The County shall not be required to purchase any minimum amount of services.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. During the term of this Agreement, Contractor, as an independent Forensic Nurse Examiner ("FNE"), shall fulfill the requirements of the SART and DVSRT Programs. The specific duties shall include those described in the attached Schedule B which is annexed hereto and a made a part hereof.

In addition, the Contractor agrees to abide by the rules, regulations and code of ethics of the participating agencies, including those set forth in the Memorandum of Agreement between Inspira Medical Centers, Inc., Inspira-Woodbury, Inspira-Mullica Hill, and Jefferson Memorial Hospital/University Medical Center-Washington Township Campus, and the Gloucester County Prosecutor's Office, and agrees to maintain a high quality of care and patient confidentiality.

Contractor understands that she will receive a performance evaluation based on the job description after a minimum of six months with the program, and then annually.

Contractor specifically represents as follows:

- a. Contractor has met the qualifications as set forth by the "Forensic Nurse Examiner" job description.
- b. Contractor agrees to take on-call shifts. Contractor must provide a minimum of 70 hours on call per month. Hours will include 24 weekend hours per month and 16 holiday hours per year.
- c. Contractor agrees to comply with all requirements set forth in the Forensic Nurse Examiner Training Standards.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, Contractor agrees as follows:

a. Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of Contractor's commitments under this chapter and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

d. Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING. If Contractor is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to it taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor.

6. TERMINATION. This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by the County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, Contractor shall fail to fulfill in timely and proper manner her obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to Contractor. If the Contract is terminated by the County as provided herein, Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Contractor, and the County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due the County from Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this

Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. INDEMNIFICATION. Contractor shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain Professional Liability and Workers' Compensation insurance in amounts and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

10. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

11. NONWAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

12. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

13. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

14. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable

laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

15. POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor has neither made a contribution that is reportable as required by the Election law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract; nor will it make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned and their successors and assigns.

THIS CONTRACT is effective on the 8th day of **April, 2024**.

IN WITNESS WHEREOF, signatory authority is established:

(i) for the County, pursuant to N.J.S.A. 40A:11-3(a), and per requisite Resolution adopted by the Gloucester County Board of Chosen Freeholders on January 23, 2019, authorizing instruments with specific parameters to be executed by the Chief Financial Officer and attested to by the Qualified Purchasing Agent; and

(ii) for the Contractor, by having caused this instrument to be signed and witnessed by its authorized representatives.

ATTEST:



KIMBERLY LARTER,
Qualified Purchasing Agent

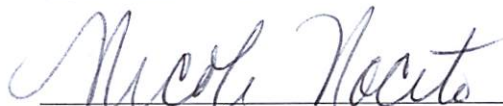
COUNTY OF GLOUCESTER



TRACEY N. GIORDANO, CFO

ATTEST:

CONTRACTOR



By: NICOLE NOCITO
Title: Forensic Nurse Examiner