**Sample VOCA Consultant/Independent Contractor Contract**

*The following template has been created by the Massachusetts Office for Victim Assistance (MOVA). This template is provided as a general sample and should be adapted, edited, and updated to include the details of your consultant/independent contractor agreement and to meet the specific policies, procedures, and practices of your organization.*

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| **Subject: VOCA Consultant/Independent Contractor Contract** |
| **Effective Date:** |
| **Revision Date:** |

**This Consultant/Independent Contractor Agreement is between AGENCY NAME and the following consultant/independent contractor:**

Name, Job Title, or Agency

Address

Email address

Phone Number

**Services to be Provided**

The consultant/independent contractor will provide the following:

* List of services
* List of services

**Compensation**

The consultant/independent contractor will be paid a rate of $XX.XX per hour for any work done on behalf of AGENCY NAME as of START DATE. This rate was determined by EXPLANATION OF RATE DETERMINATION. The consultant/independent contractor will be provided with up to XX hours of work per month/week. The consultant/independent contractor will not exceed XX hours per month/week without prior written approval from AGENCY NAME. The consultant/independent contractor will submit a signed invoice, documenting hours worked toward the agreement, each month/week by DUE DATE and will be compensated by PAY DATE. [Keep in mind that a daily rate of $650 for an 8-hour day or $81.25 per hour (excluding travel costs) is the maximum consultant/independent contractor rate allowable by VOCA]

**Additional Costs to be Included in Agreement**

* Include any cost to be covered within the agreement in addition to the specific services provided (e.g. mileage, travel, supplies, etc.)

**Insurance**

AGENCY NAME is not providing workers compensation or liability insurance for the consultant/independent contractor. The consultant/independent contractor is responsible for obtaining worker’s compensation insurance and any necessary liability or automobile insurance.

**Grant Compliance**

The consultant/independent contractor will complete all duties within the context of AGENCY NAME’s mission and consistent with AGENCY NAME’s grant and legal requirements. The consultant/independent contractor shall ensure the maintenance of all licenses and permits necessary to perform contracted services and will comply with all local, state, and federal laws that may apply. The consultant/independent contractor will comply with AGENCY NAME’s confidentiality and other relevant policies and procedures. Consultants/independent contracts are considered self-employed and will receive an IRS 1099 form from AGENCY NAME in accordance with U.S. tax law. AGENCY NAME has provided the consultant/independent contractor with a copy of MOVA’s VOCA Policies and Procedures manual and certifies that this work will comply with the grant requirements.

**Conflict of Interest**

The consultant/independent contractor confirms the following:

* There is no current or prior business, professional, personal, or other interest including but not limited to, the representation of clients that would conflict in any manner or degree with the performance of obligation under this employment agreement.
* If any such actual or potential conflict of interest arises under this consultant agreement, the consultant/independent contractor shall immediately notify AGENCY NAME’s Executive Director in writing of the conflict.
* If, in the reasonable judgement of AGENCY NAME, such conflict poses a material conflict to and with the performance under the obligation of the consultant agreement, then AGENCY NAME may terminate the agreement immediately upon written notice. Notice shall be presumed received if delivered in hand or three days following the date of the mailing.

**Termination of Agreement**

Either party may terminate the working relationship at any time for any cause.

Signatures:

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Agency Representative Date

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Consultant/Independent Contractor Date