

Mississippi Commission for Volunteer Service (MCVS)

Professional Personal Services Contract with Independent Contractor

(This contract must be attached to completed Contract Approval/Routing Form prior to work commencing.)

MCVS Contract Number: 19.3560.699560.02.18.2019

Contractor: _____ Phone: _____

Address: _____

City, State, Zip: _____

Are you currently receiving a benefit from the Public Employees' Retirement System of Mississippi? Yes No

If yes, contact the Office of Human Resources (601.432.6134) do discuss eligibility of retirees to earn compensation from the MCVS Executive Office prior to completing this form.

U.S. Citizen: Yes No

If no, complete →

Country of Citizenship: _____

Residence: _____

Are you a →

Resident Alien

Non-Resident Alien

Visa Type: _____

Incorporated: Yes No

Check all that apply →

Small Business

Minority

Woman Owned

U.S. Social Security Number or U.S. Federal Tax Identification Number: _____

STATEMENT OF WORK

MCVS has determined that these services are essential and could not satisfactorily be performed by MCVS Executive Office employees. Therefore, the Contractor noted above will perform the services and/or tasks as follows. (Please reference attachment if additional space required. Any attachment is incorporated into this contract.)

Contractor will participate in the Blue Magnolia Films Rural Outreach project March 13 - 18, 2019. Participation includes attendance at workshop sessions in Cleveland as well as contribution of photo and verbal content for the Rural Outreach project.

Contract Begin Date: 3/1/19 Contract Completion Date: 3/31/19

CONSIDERATION AND COMPENSATION

Pay rate below should indicate hourly, daily, scheduled deliverables/tasks, total project, etc.

Account to be Charged: _____ Rate of Pay: _____

Payment Terms: _____

Services shall not exceed → _____ Expenses shall not exceed → _____

Nature of Expenses: Mileage reimbursement for required travel

MCVS EXECUTIVE OFFICE

Signed original invoices referencing the MCVS contract number should be submitted to the following address:

Mississippi Commission for Volunteer Service

Attention: Accounts Payable

3825 Ridgewood Road, Jackson, MS 39211-6453

MCVS Executive Office Contact: _____ Phone: _____

CONTRACTOR CERTIFICATION

I understand I must submit a signed W-9 Form (available at the following link: <http://www.mississippi.edu/finance/downloads/fw9.pdf>) I agree to the terms noted above and to the general terms and conditions referenced in the attached Appendix A. I am an independent Contractor for the MCVS; therefore, the MCVS is not liable for Social Security Contributions pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payments exceed \$600.

Signature of Contractor: _____ Date: _____

Mississippi Commission for Volunteer Service Acceptance of Contract:

Signature of Commissioner or Appointed Designee: _____ Date: _____

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Appendix A-General Terms and Conditions**

1. **INDEPENDENT CONTRACTOR:** The Contractor will act as an independent contractor under this contract, and neither the Contractor nor any employee or agent of the Contractor is an employee of the MCVS Executive Office. Nothing contained herein shall be deemed or construed by the MCVS Executive Office, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MCVS Executive Office and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MCVS Executive Office or the Contractor hereunder, create or shall be deemed to create a relationship other than the independent relationship of the MCVS Executive Office and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. MCVS Executive Office shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The MCVS Executive Office shall not withhold from the contract payments to the Contractor any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the MCVS Executive Office shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

The Contractor will provide the services and achieve the results specified by the MCVS, free from the direction or control of the MCVS as to means and methods of performance.

2. **NONRESIDENT ALIEN.** If the Contractor is a nonresident alien performing services in the United States or its territories, the Contractor agrees that proof of visa status (I-94 Form) documenting authorization to receive payment for work performed will be provided to the MCVS prior to payment by the MCVS.
3. **AUTHORITY TO CONTRACT.** The CONTRACTOR warrants (a) is authorized to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
4. **ACCESS TO RECORDS.** The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices to sufficiently reflect properly all costs of whatever nature claimed to have been incurred in the performance of the Contract. The MCVS, any sponsor, the state of Mississippi, or the Comptroller General of the United States or their authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts and transcripts. Such books and records shall be maintained by the Contractor for three years from the date of the completion of work. Contractor is responsible for any audit discrepancies involving deviation from the terms of the Contract and for any commitments or expenditures in excess of amounts authorized by the MCVS.
5. **OWNERSHIP OF WORK PRODUCTS.** Any discovery, patent, copyright, invention, work papers, software, software applications, written materials, publications, data, information, by-product or endproduct arising as a direct result of the performance of this Contract shall be the sole property of the MCVS.
6. **TERMINATION.** Either the MCVS or the Contractor may terminate its obligations under this Contract by giving the other party at least 10 days prior written notice of such termination, specifying the intended date of termination; provided, however, that, upon request from the MCVS, the Contractor shall continue performance until the MCVS can find a replacement contractor or for an additional thirty (30) days after the specified termination date, whichever is the shorter time period. Upon termination, an equitable settlement shall be made for actual costs incurred by the Contractor up to the date of termination.

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- 7. DATA MIGRATION.** Upon expiration or earlier termination of the Agreement, Contractor agrees that MCVS may elect to have Contractor migrate the data to an MCVS computer at no cost, or for Contractor to provide the data to MCVS in another form which is acceptable to them, at no cost.
- 8. MCVS EXECUTIVE OFFICE EMPLOYEES.** The Contractor will not hire any employee of the MCVS Executive Office to perform any services covered by this agreement without prior written approval from MCVS Executive Office Human Resources Department.
- 9. CONFIDENTIAL INFORMATION.** In connection with the contract hereunder, the MCVS and the Contractor shall be free to exchange such technical information and know-how as may be necessary to carry out the objective of the agreement. Neither party shall be required to disclose to the other party technical information and know-how which it received in confidence from a third party or which is developed for a third party under conditions giving rise to an obligation or confidentiality. Employees of the MCVS Executive Office performing services hereunder shall enter into confidentiality agreements should such exchange of information be needed to conduct the project. The MCVS shall have the appropriate individuals execute said agreements and provide copies to the Contractor. The Contractor shall have the appropriate individuals execute said agreements and provide copies to the MCVS.

Notwithstanding any provision to the contrary contained herein, it is recognized that the MCVS is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, section 25-61-1, et seq., Miss. Code Ann. If a public records request is made for any information provided to the MCVS pursuant to this agreement, the MCVS shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to this agreement shall be liable to the other party for disclosures of information required by Court order or required by law.
- 10. ACKNOWLEDGEMENT OF SPONSORSHIP.** The Contractor agrees that, in any publication, acknowledgement shall be made of sponsorship by the MCVS and/or other sponsor by use of the following statement "This work was performed under the sponsorship of the Mississippi Commission for Volunteer Services does not necessarily represent the views of the MCVS or the sponsoring agency." If the publication is copyrighted, the statement "Reproduction of this article, with the customary credit to the source, is permitted," shall be added. With the exception of acknowledging sponsorship of research, the name of the MCVS may not be used in publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information regarding this Contract or data developed under this Contract without written approval of the MCVS.
- 11. APPLICABLE LAW.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The CONTRACTOR shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against MCVS, the CONTRACTOR agrees that the individual signing this agreement on behalf of MCVS is not personally responsible or liable for any of the obligations and duties contained herein.
- 12. INDEMNIFICATION.** To the fullest extent allowed by law, the CONTRACTOR shall indemnify, defend, save and hold harmless, protect, and exonerate MCVS, its Commissioner, Board Members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney's fees, arising out of or caused by the CONTRACTOR and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this agreement. In MCVS's sole discretion, the CONTRACTOR may be allowed to control the defense of any such claim, suit, etc. In the event the CONTRACTOR defends said claim, suit, etc., the CONTRACTOR shall use legal counsel acceptable to MCVS; the CONTRACTOR shall be solely responsible for all costs and/or expenses associated with

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such defense, and MCVS shall be entitled to participate in said defense. The CONTRACTOR shall not settle any claim, suit, etc., without MCVS's concurrence, which MCVS shall not unreasonably withhold.

13. **CONFLICT OF INTEREST.** The Contractor affirms that, to the best of his/her knowledge, there exists no actual or potential conflict between Contractor's family, business, or financial interests and his/her services under this Contract, and, in the event of change in either his/her private interests or service under this Contract, he/she will inform the MCVS regarding possible conflict of interest that may arise as a result of such change.
14. **AVAILABILITY OF FUNDS AND EXPENDITURE APPROVAL.** It is expressly understood and agreed that the obligation of MCVS to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which the funds were provided or if funds are not otherwise available to MCVS, MCVS shall have the right upon ten (10) working days written notice to the CONTRACTOR, to terminate this Agreement without damage, penalty cost, or expense to MCVS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
15. **SEVERABILITY.** If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.
16. **TOTAL AGREEMENT.** This Contract contains the entire agreement between the parties, superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions that are not contained in this Contract shall be binding. This Contract may not be changed except by mutual agreement of the parties. Any such change shall be reduced to writing and signed by both parties.
17. **CONTRACT CHANGES.** The MCVS may, at any time, by written order, make changes within the general scope of the contract or any of its task orders as to the services or work to be performed. If such changes cause an increase or a decrease in the CONTRACTOR's cost or time required to perform any services under this contract or assigned task orders, whether or not changed by an order, the MCVS shall make an equitable adjustment and modify this contract, or the appropriate task order, in writing. The CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the CONTRACTOR received the MCVS's notification of change, unless the MCVS grants additional time before the date of final payment. No services for which the CONTRACTOR will charge any additional compensation shall be furnished without the prior written authorization of the MCVS.
18. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** The Contractor shall not assign, transfer, subcontract, or otherwise give to or impose on any other party any obligation or right of the Contractor under this Contract, without prior written consent of the MCVS.
19. **THIRD PARTY ACTION NOTIFICATION.** The CONTRACTOR shall give the MCVS prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the CONTRACTOR by any entity that may result in litigation related in any way to this contract.
20. **EMPLOYMENT VERIFICATION (If applicable).** CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform

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work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

21. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): during the performance of this contract, the contractor agrees as follows:

(1) the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) the contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) the contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of executive order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) the contractor will comply with all provisions of executive order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.

(5) the contractor will furnish all information and reports required by executive order 11246 of September 24, 1965, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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(6) in the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in executive order 11246 of September 24, 1965, or by rule, regulation, or order of the secretary of labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of labor issued pursuant to section 204 of executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the secretary of labor as a means of enforcing such provisions including sanctions for noncompliance: *provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the united states to enter into such litigation to protect the interests of the united states.

(D) Clean Air Act and Federal Water Pollution Control Act. Contracts and subgrants in amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 22. DEBARMENT AND SUSPENSION** -- The Contractor certifies, by the initials of the primary signatory below, that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, Debarment and Suspension, codified at 29 CFR Part 98, and that it will not subgrant with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs.

_____ Initials of Primary Signatory _____ Date

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23. NOTICE. Any notice required or permitted to be given under this contract shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to MCVS by writing the Mississippi Commission for Volunteer Services, Attention: MCVS, 3825 Ridgewood Road, Suite 201, Jackson, MS 39211 or to the CONTRACTOR by writing:

The parties agree to promptly notify each other of any change of address.

Contractor

Mississippi Commission for Volunteer Service

By: _____

By: _____

Name: Caroline Francisco

Name: _____

Title: BMF Participant

Title: _____

Company: _____

Company: _____

Date: _____

Date: _____

