



Secretary of State

*Kim Wyman*

Address Confidentiality Program

PO Box 257

Olympia, WA 98507-0257

Tel: 360.753.2972

or 1.800.822.1065

Fax: 360.586.4388

www.sos.wa.gov

## ACP APPLICATION ASSISTANT AGREEMENT

*Expires June 30, 2021*

\_\_\_\_\_  
Your name (please print legibly)

\_\_\_\_\_  
Your supervisor's name

(\_\_\_\_\_)\_\_\_\_\_  
ext. \_\_\_\_\_

\_\_\_\_\_  
Your work telephone number

\_\_\_\_\_  
Your work email address

\_\_\_\_\_  
Program or organization you work for or represent

\_\_\_\_\_  
Program or organization's mailing address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code +4

\_\_\_\_\_  
County

(\_\_\_\_\_)\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Your program's or organization's main telephone number

(Please provide the number you would like the ACP to distribute and post on our website)

***You must complete training administered by the Office of Secretary of State prior to referring applicants.***

- Where did you receive ACP Application Assistant training?

☐ In person training with ACP staff: \_\_\_\_\_ on \_\_\_\_\_  
City mm/dd/yyyy

☐ By reviewing materials sent by ACP and reviewing with ACP on \_\_\_\_\_  
mm/dd/yyyy

Are you fluent in any language(s) other than English? Yes ☐ No ☐

- If yes, which language(s)? \_\_\_\_\_

- Is your program or organization limited in who it serves? Yes ☐ No ☐

- If yes, to assist ACP staff in referring callers for threat assessment, safety planning, and/or ACP application assistance, please let us know what those limitations are (i.e., only women, only Spanish-speaking victims, only victims residing in your county). \_\_\_\_\_

This ACP Application Assistant Agreement (this "**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Address Confidentiality Program (the "**ACP**") of the Washington State Office of the Secretary of State (the "**OSOS**") and the ACP Application Assistant (the "**Application Assistant**") listed above, pursuant to Section 40.24.080 of the Revised Code of Washington, on the terms and conditions contained herein:

1. **SCOPE OF WORK.** The Application Assistant agrees to:

- a. Attend all required ACP orientation and training sessions scheduled by the OSOS for Application Assistants.
- b. Adhere to the laws, policies, procedures and directions provided by ACP staff to offer accurate information to clients regarding the ACP.
- c. Assist survivors with completing the ACP application packet to ensure they understand the program and to ensure the application is complete and valid.
- d. Accept referrals from the ACP.

2. **TERM.** The effective date of this Agreement is the date of execution. This Agreement shall terminate on **June 30, 2021**, unless sooner terminated as provided herein.

3. **APPLICATION ASSISTANT NOT OSOS EMPLOYEE.** The Application Assistant performing under this Agreement is not deemed to be an employee of the OSOS nor as an agent of the OSOS in any manner whatsoever. The Application Assistant will not hold themselves out as, nor claim to be an officer or employee of the OSOS or of the State of Washington by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee s of the OSOS or of the State of Washington.

4. **COMPLIANCE WITH CIVIL RIGHTS LAWS.** During the performance of this agreement, the Application Assistant shall comply with all applicable federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 et seq.; the American with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination.

5. **REIMBURSEMENT.**

a. If another agency is not providing reimbursement, the Application Assistant may be reimbursed for travel expenses to and from required ACP orientation and training sessions provided by ACP staff at the current Washington State Office of Financial Management private vehicle mileage reimbursement rate, not to exceed \$200.00 for the term of this Agreement. The Application Assistant must notify the ACP of intent to request reimbursement for travel expenses at least two (2) business days before the ACP orientation or training session occurs and receive prior approval for reimbursement from the Office of Secretary of State.



b. Payment will be made upon valid submission of vouchers (submitted on Form A-20A), such form provided by the OSOS upon request. This Section 5, regarding reimbursement, specifies the only payments that may be made pursuant to this Agreement.

6. **INDEMNIFICATION.** The OSOS shall indemnify and hold harmless the Application Assistant from all claims, costs, damages, or expenses arising out of the negligence of the OSOS. Likewise, the Application Assistant shall indemnify and hold harmless the OSOS from all claims, costs, damages, or expenses arising out of the actions of the Application Assistant. In the case of negligence of both the Application Assistant and OSOS, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

7. **TERMINATION.**

a. This Agreement shall be terminated if the Application Assistant leaves the program or organization provided on page 1 of this Agreement. The Application Assistant shall notify the ACP within five (5) days upon leaving the program or organization.

b. The OSOS may immediately, by written notice, terminate this Agreement in whole or in part for failure of the Application Assistant to perform any of the provisions hereof.

c. The OSOS may, by twenty (20) days written notice, terminate this Agreement in whole or in part when it is in the best interests of the OSOS. If this Agreement is so terminated, the OSOS shall be liable only for payment in accordance with the terms and conditions of this Agreement for reimbursements for ACP orientation and training sessions attended and properly submitted pursuant to Section 3 hereof prior to the effective date of termination.

8. **WITHDRAWAL OF FUNDS.** Should funds budgeted for the OSOS be withdrawn or reduced by the source of those funds, the OSOS may, by written notice, immediately terminate this Agreement in whole or in part. The OSOS may, in its sole discretion, determine whether a withdrawal of funds renders necessary or appropriate the termination of this Agreement pursuant to this provision.

9. **NON-ASSIGNABILITY.** The Application Assistant may not transfer or assign any rights or obligation under this Agreement without written consent of the OSOS and any attempted assignment, subcontract, delegation or transfer in violation of the foregoing will be null and void.

10. **AMENDMENT.** Except as set forth above, this Agreement may not be amended except by a writing signed by both agencies.

11. **GOVERNING LAW AND VENUE.** This Agreement and any action related thereto shall be governed by and under the laws of the State of Washington in all respects as such laws are applied to agreements among Washington residents entered into and performed entirely within the State of Washington, without giving effect to any conflict of laws

principles that require the application of the law of a different state. Any dispute between the parties arising out of this Agreement shall be brought in the Superior Court of Thurston County, Washington and the parties hereby consent to the personal jurisdiction and exclusive venue of this court.

**12. NOTICES.** All notices permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notices will be sent to the address set forth a page 1 of this agreement or such other address as either party may specify in writing.

**13. SEVERABILITY.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

**14. ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**APPLICATION ASSISTANT**

**OFFICE OF THE  
SECRETARY OF STATE**

\_\_\_\_\_  
Application Assistant Signature


\_\_\_\_\_  
OSOS ACP Manager


\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

**Approved as to form:**

  
\_\_\_\_\_  
Assistant Attorney General

  
\_\_\_\_\_  
Date