

OREGON DEPARTMENT OF JUSTICE ATTORNEY DAN RAYFIELD

FOR OFFICE USE ONLY

ACP AA #: _____

Expires: _____

Address Confidentiality Program Application Assistant Agreement

Address Confidentiality Program	F
PO Box 1108	F
Salem, OR 97308	<u>a</u>

Phone: 503-373-1323 Fax: 503-373-1340 acp@doj.oregon.gov

Name:

Agency Name: (This information may be published on the CVSSD/ACP Website, only use public address)

Agency Mailing Address:

City:	Zip Code:		County:	
Advocate Email:		Advocate Phone	2:	
Supervisor Name:		Agency Phone:		
Do you provide direct services to victims of DV, SA, stalking, human trafficking, bias incident, and/or hate				
crime (select one)?				
Do you provide comprehensive safety planning to victims of DV, SA, stalking, human trafficking, bias incident,				
and/or hate crime (select one)?				
Date and name of agency where you completed a minimum of 40 hours in person comprehensive crime victim				
advocacy training covering DV/SA/human trafficking/stalking:				
Date (mm/yy):	Agency	:		
Date you took the DOJ ACP online training: (Please remember to attach your certificate)				
Date (mm/yy):				
Languages other than English:				

As an Application Assistant, I understand and agree to the following:

- <u>Scope of Work</u>: Adhere to the policies, procedures and directions provided by program staff for rendering assistance to potentially eligible applicants for the ACP, as well as current participants in the ACP.
- <u>Period of Peformance</u>: The effective date of this agreement is the date of last signature. This agreement shall terminate two (2) years from the effective date, unless terminated as provided herein. An agreement may be renewed or reissued for a new two (2) year period upon submission of a request. Contact the ACP office for a renewal form.
- <u>Nondiscrimination</u>: The Application Assistant agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, gender, gender identity, sexual orientation, age, caste, or mental, physical or sensory disabilities.

- <u>Application Assistant IS Not A DOJ Employee</u>: The Application Assistant performing under this
 agreement is not an employee of the State of Oregon or the Department of Justice, except Civil Rights
 Unit (CRU) employees, nor is the Application Assistant considered to be an agent of the State of Oregon
 or the Department of Justice in any manner whatsoever, except for DOJ CRU employees, volunteers, or
 interns. The Application Assistant will not hold himself/herself out as, nor claim to be an agent, officer or
 employee of the Department of Justice or the State of Oregon by reason hereof and will not make any
 claim, demand, or application to or for any right or privilege applicable to an agent, officer or employee of
 the Department of Justice or the State of Oregon, except for DOJ CRU employees, volunteers, or interns.
 CRU employees, volunteers, and interns will not assert or imply any authority regarding ACP acceptance.
- <u>Application Assistant IS Not Responsible for Conduct of Program:</u> The parties recognize that the role of the Application Assistant is limited to the scope of work specified in this agreement. Application Assistants play no role in, and bear no responsibility for, the administration of the program.
- <u>Termination</u>: This agreement shall be terminated if the Application Assistant leaves the program/organization noted on this agreement. The Application Assistant must notify the program upon leaving the program/organization. At the discretion of the department, a new agreement may be issued upon request by a trained Application Assistant.
- <u>Termination for Default</u>: The Department of Justice may, by written notice, terminate this agreement in whole or in part for failure of the Application Assistant to perform any of the provisions hereof.
- <u>Termination for convenience</u>: The Department of Justice may, at its sole discretion, terminate this Agreement for its convenience upon thirty (30) days' prior written notice by the Department of Justice to the Application Assistant.
- <u>Withdrawal of Funds</u>: Should funds budgeted for the Department of Justice be withdrawn or reduced by the source of those funds, the Department of Justice may, by written notice, immediately terminate this agreement in whole or in part. The Department of Justice may, in its sole discretion, determine whether a withdrawal of funds renders necessary or appropriate the termination of the agreement pursuant to this provision.
- <u>Non-Assignability</u>: The Application Assistant may not delegate any duty, nor assign any right, under this agreement without the written consent of the Department of Justice.
- <u>Amendment</u>: This agreement may only be amended by the mutual consent of both parties hereto. Any agreement amendment must be in writing.
- <u>Litigation Venue</u>: This agreement shall be governed by the laws of the state of Oregon, and venue of any suit between the parties arising out of this agreement shall be the Superior Court of Marion County, Oregon.
- <u>Inclusiveness</u>: This agreement contains the entire agreement of the parties. Any understandings not contained in this agreement are not a part of this agreement, unless such understandings are written, signed by all parties, and attached hereto.

Application Assistant:

Signature (Electronic signatures are not accepted)

Date

State of Oregon

Acting by and through its Department of Justice:

Date