



Arizona Community Action Association

Memorandum of Agreement Between Arizona Community Action Association and the Gila County Community Services

1. **PARTIES.** This Memorandum of Agreement (MOA) is made and entered into by and between the Arizona Community Action Association (ACAA) and the GILA COUNTY COMMUNITY SERVICES.
2. **PURPOSES OF THE MOA.** The purpose of this MOA is to establish the terms and conditions under which ACAA agrees to provide payment, to GILA COUNTY COMMUNITY SERVICES, to enable GILA COUNTY COMMUNITY SERVICES to continue to utilize CAP60's case management software platform.
3. **TERM OF THE MOA.** This MOA shall be effective from July 1, 2015 until June 30, 2016.
4. **PAYMENT TERMS.** ACAA agrees to pay GILA COUNTY COMMUNITY SERVICES a one-time lump sum of \$7,539 to cover the costs incurred by GILA COUNTY COMMUNITY SERVICES in the operation of the CAP60 case management software for State Fiscal Year 2016 (July 1, 2015-June 30, 2016).
5. **RESPONSIBILITIES OF ACAA.** ACAA agrees to the following provisions:
 - a. Submit payment to GILA COUNTY COMMUNITY SERVICES in the amount of \$7,539 upon receipt of signed MOA.
6. **RESPONSIBILITIES OF GILA COUNTY COMMUNITY SERVICES.** GILA COUNTY COMMUNITY SERVICES agrees to the following provisions:
 - a. To ensure the Agency contract held with CAP60, the database provider, includes the delivery of the DES Case Management Monthly Report, Low Income Home Energy Assistance Program (LIHEAP) Annual (except Weatherization data), and the Results Oriented Management and Accountability (ROMA) IS reports.
 - b. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. § 38-511.
 - c. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it

verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7. **EFFECTIVE DATE AND SIGNATURE.** This MOA shall be agreed to and effective upon the signature of ACAA and GILA COUNTY COMMUNITY SERVICES authorized officials.

Arizona Community Action Association

GILA COUNTY COMMUNITY SERVICES

Cynthia Zwick, Executive Director

Authorizing Agent

Name and Title (Please Print)

Signature

Signature

Date

Date

NOVEMBER 18, 2015