Memorandum of Understanding

between

The North Carolina Department of Commerce, Division of Workforce Solutions

and

Click or tap here to enter text. Workforce Development Board

This Memorandum of Understanding (Agreement) is entered into by and between the North Carolina Department of Commerce, Division of Workforce Solutions (DWS) and theClick or tap here to enter text. Workforce Development Board (WDB) each individually referred to as the “party” and collectively as the “parties”, to provide for ongoing support for capturing locally obtained National Dislocated Worker Grant (NDWG) data using the State’s NCWorks Online (NCWO) system and to use the State’s resources to match wage data and report to the United States Department of Labor (USDOL) on behalf of the local WDB into the Workforce Integrated Performance System (WIPS).

**NOW, THEREFORE**, the parties agree as follows:

1. **Background**

The DWS administers the State Workforce Development Data Entry System NCWorks Online to collect and report all federal performance requirements for all programs. USDOL administers NDWGs that can be awarded directly to WDBs. The WDBs are required to collect and submit NDWG reports to USDOL and do not have access to any alternative data entry systems. The WDBs do not have access to wage data from the Unemployment Insurance (UI) or federal State Wage Interchange System (SWIS). The DWS can match wage data but cannot provide this detailed wage data to WDBs.

1. **Term/Duration**

The Agreement will be effective for the three years of reporting requirements beginning  
January 1, 2022, and shall expire December 31, 2025.

1. **Responsibilities of the Parties**
   1. **The DWS shall:**
      1. Setup a special NDWG grant in NCWO that can only be used by the WDB;
      2. Match wage data of all NDWG participants using available systems of UI & SWIS;
      3. Upload on behalf of the WDB to WIPS a Participant Individual Record Layout (PIRL) file for the NDWG records only;
      4. Ensure NDWG uses common WIOA data with any co-enrolled programs;
      5. If any errors, notify the WDB who will access and correct data and notify the DWS of re-submission;
      6. After approval from the WDB, certify the NWDG program in WIPS on behalf of the WDB; and
      7. Invoice the WDB for services in a timely manner.
   2. Click or tap here to enter text.**WDB shall:** 
      1. Provide a single point of contact that will be responsible for communications between the DWS and the WDB;
      2. Key all NDWG data in a timely manner that matches deadlines for State programs;
      3. Notify the DWS when the WDB wants PIRL data loaded to WIPS;
      4. Review any errors in PIRL submission and correct errors; and
      5. Pay the DWS invoices promptly.
2. **Information Sharing/Confidentiality**

The DWS staff at the State level will have access to individual data stored in NCWorks (NCWorks data) by way of access to modules of NCWO. The DWS will do wage matching for the NDWG and provide summary results to the WDB when the information is available in WIPS. Parts of this data may be protected from disclosure by federal and state laws and regulations. For example, the DWS cannot share any detailed data that includes wages or wage-derived information.

1. **Costs, Invoicing, and Payments**

The WDB will reimburse the DWS for use of a portion of NCWO, including all setup of the NDWG in NCWorks and privileges to allow staff to record and report WDB level performance. If the WDB has multiple NDWGs at the same time, the WDB will only reimburse one-half percent (.005) of the highest value NDWG during a concurrent three-year cycle.

If the WDB wants the DWS to provide wage matching on its behalf, the WDB will reimburse an additional one-half percent (.005) of the highest value grant during a three-year cycle to complete all PIRL data submission on the WDB’s behalf. The DWS will invoice the WDB at the beginning of the grant for the full three-year grant timeline before any work is done.

All payments hereunder are due within fifteen (15) days of the date of the invoice.

All invoices, payments, and inquiries related to fiscal matters shall be addressed and delivered to each party’s designated fiscal agent. The name, post office address, street address, telephone number, fax number, and email address for the agents are detailed below each agent’s name. Either party may change the name, post office address, street address, telephone number, fax number, or email address of its fiscal agent by giving the other party ten (10) days advance notice.

***DWS Fiscal Agent***

Stephan Demeritte

Finance Director

North Carolina Department of Commerce

Division of Workforce Solutions

Physical Address: 313 Chapanoke Road, Suite 120, Raleigh, NC 27603

Mailing Address: 4316 Mail Service Center, Raleigh, NC 27699

Telephone: (984) 236-4268

Fax: (919) 662-3090

Email:stephan.demeritte@commerce.nc.gov

***WDB Fiscal Agent***

[Contact information]

1. **Termination of Agreement**

This Agreement may be terminated as follows:

* 1. **Termination for Cause**

Either party may terminate this Agreement based on the other party’s material breach of the terms of this Agreement, provided that the party alleged to be in material breach receives written notice setting forth the nature of the breach at least fifteen (15) days prior to the intended termination date. During such time the party in material breach may cure the alleged breach and, if the breach is cured within that fifteen (15) day period, no termination will occur, and this Agreement will continue in accordance with its terms. If the breach is not cured during that fifteen (15) day period, termination shall occur upon the termination date set forth in the notice.

If the Agreement is terminated for cause as a result of a material breach by the WDB, the WDB shall be responsible for reimbursing the DWS charges for services provided prior to the date of termination.

* 1. **Termination for Convenience**

This Agreement may be terminated without cause for the convenience of either party, at any time, upon the mutual written consent of the parties or upon the date for termination set forth in a written notice given by one party to the other party at least sixty (60) days prior to the desired date of termination; provided, however, the WDB shall be responsible for reimbursing the DWS charges for services provided prior to the date of termination.

1. **Availability of Funding**

Any and all payments to be made under the terms of this Agreement are dependent upon, and subject to, the availability of funds for the purposes set forth herein.

1. **Auditing**

The records related to this Agreement shall be accessible to the North Carolina State Auditor'sOffice, in accordance with N.C. General Statute §147-64.7**,** and to any other state or federal entityauthorized to conduct audits with respect to activities performed pursuant to this Agreement.

1. **Notices**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when received, if delivered personally; (b) when sent by electronic mail or facsimile (provided receipt is confirmed by the intended recipient), if sent electronically; and (c) when sent, if an overnight courier service is used; or (d) when mailed by certified mail, return receipt requested, with postage prepaid to the appropriate party at the agencies’ addresses set forth below, if the United States Postal Service is used. Notwithstanding the foregoing, all notices related to termination, or an alleged breach of contract shall be sent by overnight courier service or certified mail, return receipt requested, with postage prepaid. This section shall not apply to invoices, payments, or notices related to fiscal matters.

**North Carolina Department of Commerce, Division of Workforce Solutions**

Andrea DeSantis

Assistant Secretary

North Carolina Department of Commerce

Division of Workforce Solutions

Physical Address: 313 Chapanoke Road, Suite 120, Raleigh, NC 27603

Mailing Address: 4316 Mail Service Center, Raleigh, NC 27699

Telephone (984) 236-4191

Fax: (919) 662-3090

Email: andrea.desantis@commerce.nc.gov

***WDB***

[Contact information]

1. **Governing Law**

This Agreement is made under, and shall be governed and construed in accordance with, the laws of the State of North Carolina.

1. **Compliance with Laws**

This Agreement is subject to the provisions of all applicable federal and state laws, regulations, policies, and standards.

1. **Amendments**

Any amendment to this Agreement must be in writing and signed by both parties.

1. **Entire Agreement**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement.

1. **Binding Effect and Assignability**

This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, assigns, and legal representatives. This Agreement shall not be assigned by either party without the prior written consent of both parties.

1. **Headings**

The headings that appear in this Agreement are inserted for convenience only and do not extend the scope, or affect the interpretation, of the Agreement.

1. **Waiver**

The failure of one party to require performance of any provision shall not affect that party’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach, or default, or a waiver of the provision itself.

1. **Signatures**

The DWS and the WDB agree to the foregoing understandings as indicated by the signatures of its respective authorized officials, on duplicate originals.

Click or tap here to enter text. **Workforce Development Board**

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Signature

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WDB Director

**North Carolina Department of Commerce**

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Jordan Whichard, Chief Deputy Secretary