



Central Western Maine Workforce Development Board

ORIGINAL MEETING DATE January 13, 2021

Second Meeting Date January 20, 2021

Topic: 2021 January CLEO / Operational Committee Meeting
Time: 8:30-10:00 am
Call: 1 (929) 205 6099
Meeting ID: 856 806 3574
Zoom in: <https://us02web.zoom.us/j/8568063574>
Operational Committee Room

Invited: Public Meeting; Robert Sezak, Patsy Crockett, Terry Brann, Terri Kelly, Steve Merrill, Craig Nelson, Dale Morrell, Greg Boyd, Kelly Aho, Stacy Kilroy, Paul Karns, Erica McCarthy Susan Cerini, Jon Farley, Tom Fernands, Christine Hufnagel, Sara McLaughlin

1. Minutes Review – Two Ops meetings (August 2020 & November 2020)
2. Annual Schedule on website & [New Online Quarterly Reporting](#)
3. EMDC Update on Programs & Challenges
4. **Premiere Virtual - Hiring Event Platform** (demonstration via recording) **PRESS LINK - Starts at 44:43**
5. Resolution to instate a new Treasurer & Motions to invite members to join the operational committee (**Corporate & Board Resolutions**)
6. PY19 NWDG Opioid Amendment 1 Contract Reduction - Program Funds in the amount \$150,000, (**Motion**)
7. Discussion of programmatic purchase of a hiring platform (now used by Massachusetts, Wisconsin, Maryland, Virginia, Texas, and Florida) to both rapidly deplore Opioid Program Funds for EDMC and rapidly increase recruitment efforts (**Motion**)
8. New Board Nominee Review & Board Statistics
9. FYI: Industry Labor Market Data



EC: Operational Meeting Minutes

08/26/2020 Zoom Meeting <https://us02web.zoom.us/j/8568063574>

Meeting ID: 856 806 3574

The meeting was called to order, with the previous meeting minutes being approved. Susan LeClair, Augusta Career Center Manager was introduced as the New CWMWDB State Wagner Peyser representative nominated by MDOL's BES and approved by Director Kim Moore.

The Budget Update was provided by Sara McLaughlin who discussed new grant funding sources and made recommendation on the PY 2020 Administrative Budget. The budget included making a current parttime position into a full time one because of new funding. **The new staffing measures was motioned, seconded and approved.**

Providing medical, vision, dental and other health benefits as soon as administratively possible after hire, called a **Day 1 Benefit, was motioned, seconded and approved.**

Jon Farley, Vice President, Eastern Maine Development Corporation presented information on the transition process, a WIOA staffing, location acquisition and information on the Opioid NDWG & COVID NDWG program.

The Local Performance Measure Negotiation Process & One Stop Certification updates and the PY 19 Performance Review were given to the team. Bylaws were not discussed tabled to the next EC Operational Meeting.

The meeting adjourned.

The presentation is attached to the minutes.



Board Meeting Minutes

11/05/20 10:30 am

<https://us02web.zoom.us/j/8568063574>

+1 929 205 6099

The meeting was declared.

Approval of minutes from the previous meeting was tabled.

Budget and benefits were discussed. Sara McLaughlin recommended plan selections and to retire POS A for new employees. There was recognition that benefits are an effective recruitment tool.

Corporate entity bylaws were tabled.

PY 19 USDOL performance audit update was provided. USDOL was favorable to the CWM region and a complete presentation is available for review on the website.

The One Stop Certification process and resolution was discussed and though the Board understood the level of effort and innovation represented, staff were asked to take more time and bring it back. There was a want to assist MDOL, but newness of the process requires continued refining. All documents were presented.

Eastern Maine Development Corporation's Jon Farley provide a narrative update including staffing considerations. Identifying locations for staff was impacted by the lease arrangements with MDOL and were exasperated by the pandemic. Hiring and transitioning staff required more upskilling as uploading information into the MDOL system had not been conducted previously. National Dislocated Worker programs were understaffed and minimal staffing efforts were in place to fill Opioid grant roles. Additionally, there is a shortage of workforce development professionals.

Industry sector status and new employee introductions were tabled.

Meeting adjourned.

2021 Meeting Schedules

Quarterly Board Meetings: **Fourth Wednesday, 9 a.m. – 11:00 a.m.**

January 27, 2021	Annual Goals, New Opioid Contract Amendment, Budget Changes, Board Nominations
April 28, 2021	One Stop Certification, Spring RFPs & MOU (WIOA Required)
July 28, 2021	PY 2021 Budget & Local Plan Process Approvals
October 27, 2021	Fall RFPs & Risk Analysis & Performance Metrics

Zoom Link Here- Press to Join Meeting. <https://us02web.zoom.us/j/88501760960?pwd=YVhqQnU5MCtzOVJtbnk3K3BjdzhYUT09>

Chief Local Elected Officials Board: **First Wednesday, 9 a.m. – 10 a.m.**

February 3, 2021	CLEO By Laws (WIOA Required) & WIOA Milestone Review
March 3, 2021	Spring RFPs & MOU (WIOA Required)
May 5, 2021	PY 2021 Review Funding; PY 2022 Draft Budget
June 2, 2021	PY 2022 Budget Approval (WIOA Required) & Local Plan Process Approval
August 4, 2021	PY 2022 Monitoring Compliance & Local Plan Update
September 1, 2021	PY 2021 Annual Report & Local Plan Update
November 3, 2021	PY 2022 Planning Presentation
December 1, 2021	Review Local Area Plan & Give Input

Zoom Link Here- Press to Join Meeting. <https://us02web.zoom.us/j/84543028444?pwd=QjhYaXNYY0ZlTDN5T2kzVm9KUmRTQT09>

EC – Operational Committee of the Board: **Second Wednesday, 8:30 a.m. – 9:30 am**

January 13, 2021	Annual Goals, New Opioid Contract Amendment, Budget Changes, Board Nominations
February 10, 2021	Milestone Review, One Stop Certification Review, CWMWI By-laws
March 10, 2021	Spring RFPs & MOU (WIOA Required)
May 12, 2021	PY 2021 Review: Funding & Status; PY2020 Draft Budget
June 9, 2021	PY 2022 Budget Approval & Strategic Plan Update
August 11, 2021	PY 2021 Annual Report & Analysis & Strategic Plan Update
September 8, 2021	PY 2022 Monitoring Compliance & Strategic Plan Update
November 10, 2021	Planning Presentation & Local Area Plan (Required)
December 8, 2021	Review Local Area Plan (Required)

Zoom Link Here — Press to Join Meeting.

CWMWDB Voting Members are the CLEO appointed CWMWDB Board of Directors. CLEO Board Voting Members are the five appointed County Commissioners. Between meetings some business is discussed at the publicly noticed meetings of the EC Operational Committee which is proposed to be constituted in 2021 of Two Local Area Board Officers, the Chief CLEO, CWMWI Executive Director, the Local Area Board Resources Chair, and two Members of the Board at Large & Chief CLEO;

Maine Public Notice Pursuant to Title 1 Chapter 13, Section 403



CENTRAL WESTERN MAINE WDB PY20 Q1 QUARTERLY REPORT

DATE September 30, 2020

SUBJECT PY20 Q1 WIOA Narrative Report & Performance Results

FROM Stacy Kilroy Reynaldo, *Executive Director*

INTRODUCTION

State Program Year 2020 (PY20) is July 1, 2020 until June 30, 2021. This is a WIOA quarterly report required by MDOL contract.

PROVIDE AN EXPLANATION OF ANY DEVIATION OF 30% OR MORE FROM PLANNED SERVICE DELIVERY (ENROLLMENTS, SERVICES, EXITS), AND STEPS THE LOCAL AREA WILL TAKE TO ADDRESS THIS.

During the 1st Quarter the CWMWDB hired a new WIOA Service Provider – Eastern Maine Development Corporation. A transition from the previous Service Provider to EMDC occurred during the weeks of mid-July to the end of August 2020. Major transition activities included recruiting and hiring of staff, reviewing caseloads and service plans, negotiating and arranging for office locations and other infrastructure needs, completing contracts with EMDC's subcontractor Community Concepts, Inc. (CCI) and launching outreach efforts with partners throughout the region.

Based on the actual WIOA carry-in caseloads (versus the numbers anticipated) the planned service delivery objectives for the 1st quarter for all three programs are seriously behind schedule. The Adult program carry-in caseload numbered 42 participants versus the anticipated 68; the Dislocated Worker program had 19 participants carried forward from PY 2019 versus 65; and the Youth program carried forward 19 participants versus the anticipated 85. Overall, the WIOA caseload as of July 1, 2020 was 37% of the expected level (80 of 218). These shortfalls in the caseload numbers combined with the change in Service Provider and the continuing impact of the COVID-19 pandemic have lowered the overall level of enrollment performance across the WIOA programs in the region.

New enrollments in the WIOA programs during the 1st quarter were approximately 40% of planned production levels. New enrollment in the Dislocated Worker program is actually 93% of planned numbers (14 of 15); Adult enrollments achieved 59% of planned levels (10 of 17); and enrollments in the Youth program lagged seriously at 3% of planned levels (1 of 30). The lag in new enrollment activity has been impacted by the time taken in transition (July and August) in ramping up operations under the new Service Provider EMDC who began effective service delivery on August 31st.



As with new enrollments the number of participants exiting the WIOA programs and entering employment during the 1st quarter lag behind planned numbers – 15% of planned levels exits (8 of 54) and 6% of planned entered employment (3 of 39). This is primarily due to much lower level of carry-in participants who would normally comprise the 1st quarter cohort of exits and job placements, compounded by the impact of COVID-19 on job opportunities in the labor market during the past quarter. Service Provider staff reported data on 13 other participants reported to be employed in the first quarter but for whom an official exit from the program will not occur until the second quarter.

To accelerate new enrollment into all WIOA programs and to focus on job placement outcomes EMDC and its sub-contractor CCI is engaged in extensive outreach in all five counties both to increase the number of new applicants and to reach out to employers in the region to boost job placement. New training cohorts are being developed in the health care sector and new youth program opportunities are planned based on EMDC's Young Mainer's Workforce Academy design. These along with collaborations being planned with the region's adult education programs will create new opportunities for skill training and work-based training through work experience and OJT.

AN EXPLANATION OF ANY EXPENDITURE LEVELS AT RISK OF NOT MEETING MINIMUM SPENDING THRESHOLDS OR EXCEEDING SPENDING CAPS, AND STEPS THE LOCAL AREA WILL TAKE TO ADDRESS THIS.

All three WIOA programs are currently spending PY 2019 carry-in funds. First quarter expenditures included expenses incurred by Western Maine.

ANY OTHER INFORMATION ABOUT WIOA ACTIVITIES, INNOVATIONS, AND/OR SUCCESSES OF THE LOCAL AREA, SUCH AS:

Results of Projects or Partnerships Successfully Addressing Specific Employer Or Industry Sector Needs.

Healthcare is a Sector of high need for Central Western Maine so at the end of August the Service Provider initiated a partnership with Skowhegan Adult Education and Mount Saint Joseph on a CNA training cohort of WIOA participants, currently taking place. Information on the aging population and healthcare crisis is profiled here



Innovative Practices Implemented by The Local Board, Local Service Provider, and/or through Collaboration with Partners.

Puritan Medical Products

Inc. Magazine's 2020 Most Important Company in the World



Derek McKenney, senior manufacturing engineer, Scott Wolfman, interim general manager, and Timothy Trappier, head of global sales, have helped make Puritan a hero of the pandemic. Trappier's grandfather founded the company in 1907 during the 1918 influenza pandemic. Photograph by Tony Long.

During the first quarter EMDC and the Board implemented an Employer Outreach and Recruitment project with a new regional employer Puritan Medical Products.

Puritan established a new manufacturing facility in Pittsfield in Kennebec County producing medical swabs used for COVID-19 testing procedures. Their goal

has been to hire over 400 new production workers at the site. EMDC and Board have been working closely with the employer promoting the job opportunities through social media and direct outreach to unemployed workers in the region. The company has hired nearly 300 of their projected workforce to date. The Board and Service Provider is now replicating this recruitment design for another employer in the region who is rapidly ramping up employment.

Significant Achievement of Program & Resource Integration of Required Partners.

In early September 2020, the Service Provider EMDC and CCI hosted several information sessions with partners that included two virtual open houses zoom sessions (30 Partners over a two-day period), a virtual meet and greet with Adult Education Partners (all adult education programs were representative and an information session for partners to learn about the Connecting with Opportunities initiative (55 people). These on-line information sessions will continue throughout the next several quarters to ensure that all required partners have been brought into a productive collaborative process leading to higher quality services to job seekers and employers throughout the region.



SUCCESS STORIES THIS QUARTER

The purpose of success stories from each program are to document how:

- Participants have overcome significant barriers to complete education, earn a credentials and attain high-wage, high-quality employment;
- Participants have earned special awards or commendations or achieved significant upward mobility because of program participation; and
- Service providers have collaborated to blend resources on behalf of a shared participant who has achieved the above;

Adult Program Success Story

Sabrina W. is a low-income adult from Androscoggin County. Sabrina is a member of a household of four. She had worked odd jobs for minimum wage and her family received food supplement assistance. In the past she had done some work as a Direct Support Professional and decided to pursue a career as a Cert. Medical Assistant. She was accepted into the CMA program through Gray/New Gloucester Adult Ed which was offered in partnership with St. Mary's Health System. She completed the class successfully and passed the CCMA exam. On Nov. 2nd she began on-the-job-training at St. Mary's Health System as a CMA in their Primary Care Practices working 40 hours/week at a starting wage of \$16.00.



Dislocated Worker Program Success Story

Theresa S. came to us as a Dislocated Worker looking to participate in the Medical Assistant program in collaboration with Gray/ New Gloucester Adult Education and St Mary's Hospital. Once again Covid-19 made this training a challenge, but Theresa stuck with it even though once the classroom training needed to be transitioned to online learning. There were struggles for her throughout the training. Theresa was so committed to finishing that when class was not online, she was driving back and forth from Washington to Lewiston several times a week. She was an outspoken support person for others in the class, but she did so with a friendly and compassionate demeanor. Theresa did well in all her clinical rotations and was able to secure a full time Medical Assistant position at Pen Bay Medical in Rockport. WIOA assisted her with tuition, uniforms, and transportation costs.



Dislocated Worker Program Success Story

Linda R. is a dislocated worker from Oxford County. Linda worked as a mental health youth crisis worker in a group home and was laid off after two years. She enjoyed the health field and decided to pursue a career as a Certified Medical Assistant. Like Theresa Linda was accepted into the CMA program through Gray/New Gloucester Adult Ed which was offered in partnership with St. Mary's Health System. During the class she experienced difficulty with her hearing and was referred to Vocational Rehabilitation where she was fitted with hearing aids. She completed the class successfully and passed the CCMA exam. On November 2nd she began on-the-job-training at St. Mary's Health System as a CMA in their Specialty Care Practices working 40 hours/week at a starting wage of \$16.00.

Youth Program Success Story

Allana M. came to WIOA as a referral from Take 2. At that time, she had completed her secondary education but was unsure as to what her next steps would be. She had worked with Take 2 towards attaining her NCCER certification and felt a strong interest in the construction field. When the Construction Cohort training course was launched with both WIOA and Take 2 as partners with a good deal of support and urging, Allana entered and very successfully completed the training. The training included Work Ready certification, Occupational Skills training, a subsidized work experience with a partnering employer, case management, and eventually an OJT. At the point of OJT, Allana had been hired by a local roofing company. She felt that this might be a bit out of her comfort zone, but she was willing to give it a try.



To date, Allana remains at this job site and is very proud of herself. She has always struggled with anxiety surrounding the unknown, but she met the challenge and has thrived. At my last meeting with her, she beamed when telling me that she had not only grown comfortable with traditional roofing, but that she had recently completed a metal roof installation. It is also worth noting that Allana has opted not to get her driver's license at this time. She gets up and either walks or takes a cab to be there by 6:15 each morning and then takes the bus or walks home.



PROGRAM	TYPE	PY 20 Q1	PY 20 Q2	PY 20 Q3	PY 20 Q4	YTD	GOAL
ADULT	Enrollments	0				0	74
ADULT	Direct Training	0				0	106
ADULT	Career Services	0				0	142
DISLOCATED WORKER	Enrollments	0				0	55
DISLOCATED WORKER	Direct Training	0				0	90
DISLOCATED WORKER	Career Services	0				0	120
YOUTH	In-School Enroll + Carry In	0				0	40
YOUTH	Out-of-School Enroll + Carry in	0				0	140
EMPLOYER	Repeat Employers Served	0				0	52
EMPLOYER	New Employers Served	0				0	52



PY 2020 QUARTERLY REPORT TIMELINE

DUE TO CWMWI

01/31/2021	<p>REPORTS DUE for PY 2021</p> <p>WIOA Narrative - Local Board & Service Provider</p> <p>WIOA Performance Benchmarks - MDOL</p> <p>NDWG Narratives - Local Board & Service Provider</p>
03/31/2021	<p>REPORTS DUE for PY 2021</p> <p>WIOA Narrative - Local Board & Service Provider</p> <p>WIOA Performance Benchmarks - MDOL</p> <p>NDWG Narratives - Local Board & Service Provider</p>
07/31/2021	<p>REPORTS DUE for PY 2021</p> <p>WIOA Narrative - Local Board & Service Provider</p> <p>WIOA Performance Benchmarks - MDOL</p> <p>NDWG Narratives - Local Board & Service Provider</p>
10/31/2021	<p>REPORTS DUE for PY 2021</p> <p>WIOA Narrative - Local Board & Service Provider</p> <p>WIOA Performance Benchmarks - MDOL</p> <p>NDWG Narratives - Local Board & Service Provider</p>



R 2021-01 – APPOINTING A TREASURER

**A RESOLUTION OF CENTRAL WESTERN MAINE
WORKFORCE INITIATIVES AND THE CENTRAL
WESTERN MAINE WORKFORCE DEVELOPMENT
BOARD APPOINTING KELLY AHO, CWMWDB
BUSINESS MEMBER, AS TREASURER.**

WHEREAS the Central Western Maine Workforce Development Board in its role as Central Western Maine Workforce Initiatives, FEIN 65-1192940, needs corporate officers including a Treasurer; and

WHEREAS Kelly Aho has served for several years as a business member of the Central Western Maine Workforce Development Board, is a national expert on workforce development, is an executive level decision maker, and has served as a corporate treasurer for other boards;

BE IT RESOLVED that the Central Western Maine Workforce Development Board and Central Western Maine Workforce Initiatives appoints Kelly Aho as Treasurer.

First Motion Date: January 27, 2021

Second Motion Date: January 27, 2021

YES VOTES _____

NO VOTES _____

Effective Date 01/27/2021



R 2021-02 – OPERATIONAL BOARD 2021

A RESOLUTION OF THE CENTRAL WESTERN MAINE WORKFORCE DEVELOPMENT BOARD INVITING BOARD MEMBERS TO AN OPERATIONAL COMMITTEE.

WHEREAS the Central Western Maine Workforce Development Board uses an Operational Committee to advise on decisions between Board meetings; and

WHEREAS the Central Western Maine Workforce Development Board would like to invite to the Operational Committee, in addition to the current members, Chair Craig Nelson, Vice Chair Dale Morrell, and Treasurer Kelly Aho, the following board members:

1. Dr. Alexis Mann, John T Gorman Foundation, *Chair of Resources Committee*
2. Razell Ward, Executive Director, MSAD 52, *Member-at-Large*
3. Grant Provost, Local 7 Ironworkers, *Member-at-Large*

BE IT RESOLVED

First Motion Date: January 27, 2021

Second Motion Date: January 27, 2021

YES VOTES _____

NO VOTES _____

Effective Date 01/27/2021

REGULAR FLOOR MOTIONS

R2021-03 MINUTES

PASSED/ FAILED

A Motion for The Central Western Maine Workforce Development Board approving the August 2021 and November 2021 Operational Committee Minutes.

First Motion

Date January 27, 2021

Second Motion

Date January 27, 2021

YES VOTES _____

NO VOTES _____

Effective Date 01/27/2021

R2021-04 – CONTRACT CHANGE

PASSED/ FAILED

A Motion for The Central Western Maine Workforce Development Board approving a reduction in MDOL National Dislocated Worker Contract CT12A 20200317*2542 (NDWG Opioid Phase 1) in the Amount of \$150,000, Subject to Certain Conditions:

1. Contract CT12A 20200317*2542 is Phase 1, 30% of expected funds.
2. The entire State must expend 70% of Phase 1 funding to access Phase 2 funding, and
3. USDOL through MDOL awarded the Central Western Maine Workforce Development Board \$546,564 in Phase 1 funding and 70% of this amount is not yet expended; and
4. In order to draw down Phase 2 State funds, MDOL requests a programmatic reduction in Contract CT12A 20200317*2542 in the amount of \$150,000; and
5. MDOL will increase CT12A 20200317*2542 by \$150,000 in programmatic funding once USDOL releases Phase 2 funding, which will be awarded in a separate contract.

First Motion

Date January 27, 2021

Second Motion

Date January 27, 2021

YES VOTES _____

NO VOTES _____

Effective Date 01/27/2021

REGULAR FLOOR MOTIONS (cont'd)

R 2021-05 – HIRING PLATFORM

PASSED/ FAILED

A motion supporting a rider of public procurement for a Level 2 purchase onto the contract of the State of Massachusetts, Maryland, Florida, Texas, Wisconsin or Virginia to procure a multiyear programmatic purchase of a virtual hiring event platform with the lowest price from Premier Virtual;

1. Premier Virtual is a vendor that has won multiple state and local competitive bids to provide a Virtual Hiring Platform specifically for local and state workforce board; and
2. This product has won stringent Level 1 public bidding processes in several states because of which we receive low pricing; and
3. Virtual Hiring Platforms are the job fairs of the future that can help reach new generations for industry sectors like healthcare or to help reach specific populations like the Opioid impacted overcome perceived barriers; and
4. Virtual Hiring Platforms are an essential tool for rural areas; and
5. Virtual Hiring Platforms are critical for civil emergencies or other states of unrest that might require people return to online employment and training activities; and
6. The Local Area needs to reach Phase 1 spending goals for NDWG Opioid Phase 1; and
7. Program funds from Contract CT12A 20200317*2542 - NDWG Opioid Phase 1 will be used to further the immediate deployment of relief under this contract; and
8. The annual contract amount is \$22,300 for up to three years, which would be a total of \$66,900. This includes one (1) main license administrator at \$15,300, two (2) additional administrators at \$3,500 each, staffing for virtual hiring events, fourth- and fifth-year pricing options and is entirely NWDG funding dependent; and
9. The total three-year cost of this is ~4.5% of programmatic funds for the entire Opioid project and approximately and 14% of programmatic funds for Phase 1; and
10. The service provider, EMDC, supports this purchase.

First Motion

Date January 27, 2021

Second Motion

Date January 27, 2021

YES VOTES _____

NO VOTES _____

Effective Date 01/27/2021



77 Winthrop Street
 Augusta, Maine 04330
www.cwmwdb.org

PROPOSED AND PREVIOUS BOARD STATISTICS

CATEGORY	RULE (Dual categories allowed)	PREVIOUS 21	PROPOSED 23	NOTES
BUSINESS	51% of members	11	13	8 of 13 would be small businesses
WORKFORCE	20% of members	4	5	3 Workforce would be Dual Business
OTHER	5 Appointments & Others*	7	8	1 New Nonrequired Other would be added to 2 Nonrequired Others and 5 Required Other Appointments
TOTAL MEMBERS	100% OF MEMBERS	TOTAL 21	TOTAL 23	TOTAL 23

NEW BOARD NOMINATIONS THAT WANT TO SERVE:

Dr. Josh Henry – Somerset, Business Member

Dr. Joshua Henry is President and cofounder of GO Lab, a privately held, Maine-based building products corporation, founded in 2017. In 2022, GO Lab will become the first company to make wood fiber insulation in North America at its manufacturing facility in Madison, Maine.

Dr. Henry is a materials chemist but is also an academic level chemistry professional. Dr. Joshua Henry has also been a faculty member in the chemistry departments of Bates College in Lewiston and the University of Maine, in Orono.

Dr. Henry received his BA in chemistry from Carleton College in 2000 and his PhD in physical chemistry from Cornell University in 2005. He is the recipient of the National Science Foundation's International Research Fellowship

Trampas Hutches, Franklin, Business Member

Trampas Hutches is President of the Franklin Community Health Network, which owns Franklin Memorial Hospital and is part of the Maine Healthcare family. The network serves 40,000 people in the West Central region.

Mr. Hutches brings over 25 years of experience in healthcare in Colorado and Nebraska, in various leadership roles. Prior to January 2020, he served as the CEO of Melissa Memorial Hospital in Holyoke, CO, and was chairman of the Eastern Plains Healthcare Consortium. He has also volunteered with the Colorado Hospital

Association and the Holyoke Board of Education. He currently is a member of the Greater Franklin Development Council and the United Way of the Tri-Valley Area.

Mr. Hutches earned his Bachelor of Science in Kinesiology and Exercise Science from the University of Northern Colorado. He also holds a Master's in Health Care Administration from Clarkson College.

Cathy Witherspoon – Franklin, Business Member

Cathy Witherspoon is the Chief Human Resources Officer at Boyne Resorts, the parent company of Sugarloaf resort, a valuable year-round employer and destination in the Upper Rim.

Ms. Witherspoon has been with Boyne Resorts since 1992 when she began as director of Sugarloaf's ski school. Since that time, she has risen through progressively higher Human Resources roles before becoming assuming her current role in 2013. In 2018, Ms. Witherspoon was responsible for initiating a culinary apprenticeship program at Sunday River Resort under MDOL's Maine Apprenticeship Program.

Ms. Witherspoon has previously served on the Board. She holds a Bachelor's degree from the University of Maine.

Jon Farley – Somerset, Business & Workforce Member

Jon Farley has been the Vice President of Economic and Workforce Development for the Eastern Maine Development Corporation (EMDC) since 2016. EMDC serves a variety of workforce needs for nine counties and is a service provider for both the Central Western Workforce and Northeastern Development Boards.

Mr. Farley served as EMDC's Director of Economic and Workforce Development for seven years prior to his current role. He spent his career before EMDC with the Training & Development Corporation in a series of advancing roles.

Mr. Farley holds a Bachelor of Arts in Political Science from the University of Maine — Orono. He has also completed additional course work in workforce and leadership training, as well as extensive work in case management.

PROPOSED MEMBERSHIP STATISTICS

By County

Area	Count of Area	% of all	% of Counties
Androscoggin	6	26%	32%
Franklin	3	13%	16%
Kennebec	4	17%	21%
Oxford	3	13%	16%
Somerset	3	13%	16%
Regional	4	17%	
Grand Total	23	100%	100%

LIST OF PROPOSED MEMBERS - 23

FIRST	LAST	TITLE	COMPANY	AREA	CATEGORY
Kelly	Aho	Vice President	TalentSource	Androscoggin	BUSINESS
Dale	Morrell	Interim Education Manager	St. Mary's Regional Medical	Androscoggin	BUSINESS & WORKFORCE
Bill	Tracy	President & CEO	Auburn Savings Bank	Androscoggin	BUSINESS
Amy	Landry	Executive Director	Androscoggin Valley Council	Androscoggin	OTHER - ECON.DEV REQUIRED
Michelle	Hawley	Dean, Workforce & Prof Dev	Central Maine Community	Androscoggin	OTHER - HIGHER ED REQUIRED
Razell	Ward	Executive Director	Adult & Community	Androscoggin	OTHER- AD ED REQUIRED
Cathy	Witherspoon	CHRO	Boyne Resorts - Sugar Loaf	Franklin	BUSINESS
Trampas	Hutchinson	President & CEO	Franklin Memorial Hospital	Franklin	BUSINESS
Jim	Trundy	Executive Director	Western Maine Community	Franklin	BUSINESS & WORKFORCE
Craig	Nelson	Partner	Taylor, McCormack & Frame	Kennebec	BUSINESS
Larry	Robinson	CEO	Maine MEP	Kennebec	BUSINESS
Harvey	Smith	Retired	Member of Public	Kennebec	OTHER NOT REQUIRED
Sue	LeClair	Augusta Career Center	Maine Dept. of Labor	Kennebec	OTHER - WAGNER PEYSER REQUIRED
Peter	Wright	CEO	Rumford Hospital	Oxford	BUSINESS
Erika	Douglass	Director, Human Resources	Maine Machine Products	Oxford	BUSINESS
Amanda	Gallant	Director, Human Resources	Sunday River Resort	Oxford	BUSINESS
Josh	Henry	President	GO Labs	Somerset	BUSINESS
Jon	Farley	Vice President, Operations	EMDC	Somerset	BUSINESS & WORKFORCE
Nick	Paquet	President	IBEW 1253 - Local Union	Somerset	WORKFORCE - LABOR & JNT MGMT APP
Laurie	Glidden	FSS Coordinator	Maine State Housing	Regional	OTHER- HOUSING NOT REQUIRED
Grant	Provost	Maine Representative	Ironworkers Local 7	Regional	WORKFORCE - LABOR & UNION APP
Alexis	Mann	Program Officer	John T. Gorman Foundation	Regional	OTHER - POLICY NOT REQUIRED
Diane T.	Frigon	Regional Director	MDOL DBVI	Regional	OTHER-BVI REQUIRED



Premier Virtual Software as a Services Agreement

Customer: State of Maine**Contact:** Stacy Kilroy**E-Mail:** skilroy@cwmmwdb.org**Phone:** 786-867-2318**Address:**

Initial Service Term: [Two year for one main administrator account and two secondary administrator accounts commencing in Jan 2021 and ending in January 2023 at \$15,300 for main license and each additional administrator account is \$3,500 each. **Premier Virtual is locking down pricing for years four and five at \$17,800 for main administrator and \$4,500 each for secondary administrator**]

Services Fees: \$22,300.00 for two year agreement, payable in advance, subject to the terms of Section 4 herein.

Implementation Services: *Only Complete if Premier Virtual will provide ancillary setup services beyond those stated in the Terms and Conditions. N/A*

Implementation Fee (one-time): \$ 0.00

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on Thursday, December 31, 2020 (the "Effective Date") between Premier Virtual, LLC, a Florida Limited Liability Company ("Premier Virtual"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, Exhibits, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. This Agreement represents the entire understanding between the parties with respect to its subject matter.

Premier Virtual INC.:**[Customer]:****By:****By:****Name:** Steven Edwards**Name:****Title:** CEO**Title:****TERMS AND CONDITIONS****1. SAAS SERVICES AND SUPPORT**

1.1 Subject to the terms of this Agreement, Premier Virtual will use commercially reasonable efforts to provide Customer the Services set forth herein. As part of the registration process, Customer will identify an administrative user name and password for Customer's Premier Virtual account. Premier Virtual reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 The Services included herein include Services to Virtual Recruitment Software but not any services related to implementation of the Virtual Recruitment Software. The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Premier Virtual's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Premier Virtual's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Premier Virtual will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Premier Virtual) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime

credit, Customer must notify Premier Virtual by emailing support@premiervirtual.com within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Premier Virtual will only apply a credit to the month in which the incident occurred. Premier Virtual's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Premier Virtual to provide adequate service levels under this Agreement.

1.3 Premier Virtual will provide technical support to Customer via both telephone and electronic mail (the "Help Desk") on weekdays during the hours of 9:00 am through 9:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by calling [561-717-9717] or any time by emailing [support@Premiervirtual.com]. Premier Virtual will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: violate the terms of this Agreement or the terms of the Premier Virtual Terms of Use ("Terms of Use") found at <http://premiervirtual.com/terms>, misappropriate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software including but not limited to the Virtual Recruitment Software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Premier Virtual or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Premier Virtual hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Premier Virtual's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Premier Virtual against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Premier Virtual has no obligation to monitor Customer's use of the Services, Premier Virtual may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, internet connectivity, cellular/mobile connectivity, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Premier Virtual includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Premier Virtual to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take commercially reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Premier Virtual shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions

or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Premier Virtual shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Premier Virtual will be free (during and after the term hereof) to (i) use any and all such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Premier Virtual offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Premier Virtual shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems solely to use such information to improve and enhance Services and for other development, diagnostic and corrective purposes in connection with the Services related to the Customer's Custom Module. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Premier Virtual the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Premier Virtual reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Premier Virtual has billed Customer incorrectly, Customer must contact Premier Virtual by email at support@premiervirtual.com no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Premier Virtual's customer support department.

4.2 Premier Virtual may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Premier Virtual fifteen (15) days after the mailing date of the invoice or prior to the event. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Premier Virtual's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination, in writing, at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' prior written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Premier Virtual will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days following the termination of this Agreement, but thereafter Premier Virtual may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Premier Virtual shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Premier Virtual or by third-party providers, or because of other causes beyond Premier Virtual's reasonable control, but Premier Virtual shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, PREMIER VIRTUAL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND Premier Virtual DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Premier Virtual shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Premier Virtual is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Premier Virtual will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Premier Virtual, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Premier Virtual, (iv) combined with other products, processes or

materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement or Terms of Use. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Premier Virtual to be infringing, Premier Virtual may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, PREMIER VIRTUAL AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND PREMIER VIRTUAL'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO PREMIER VIRTUAL FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT PREMIER VIRTUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Premier Virtual's prior written consent. Premier Virtual may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Premier Virtual in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover their reasonable costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions. The Customer hereby authorizes Premier Virtual to list Customer's name as well as Customer's logo (trademarked or otherwise) on Premier Virtual's website disclosing that Premier Virtual has provided the Services to Customer, and to use Customer's name in any standard customer/client listing (or partial listing) published by Premier Virtual. Subject to the foregoing, neither party may use the other party's name, logo, service or trademark in any advertising, press release, or express or implied endorsement without the other party's prior written consent which shall not be unreasonably conditioned, withheld or delayed.

ACKNOWLEDGED AND AGREED TO THIS 31 December 2020

Customer: _____

By: _____

Print Name: _____

E-mail: _____