

## AGREEMENT

THIS AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_ 2024, by and between Pathway, Inc. an Ohio non-profit corporation (“Pathway”), located at 505 Hamilton St., Toledo, Ohio 43604 and the City of Toledo, an Ohio municipal corporation, by and through the Toledo Municipal Court, Presiding Judge Michelle A. Wagner (“TMC”) located at 555 N. Erie St., Toledo, Ohio 43604 .

WHEREAS, Pathway, is the designated Community Action Agency (CAA) serving Lucas County since 1965 and has more than fifty years of experience serving low-income individuals and families. The agency has ongoing relationships with non-profits, for-profits, faith-based organizations and employers that either provide referrals, support services, direct services and/or employment to participants.

WHEREAS, Pathway has tailored a system that comprehensively identifies the future needs of participants and employers, develops a productive workforce, identifies and examines the competencies and skill levels of participants at all levels, and

WHEREAS, TMC desires to make Pathway’s workforce development program available to its probationary population and has allocated \$22,088 for the two (2) year contract for basic program services with possible additional allocations based upon funding availability.

WHEREAS, TMC is authorized to enter into this Agreement pursuant to Ordinance No. \_\_\_\_\_ passed by Toledo City Council on \_\_\_\_\_2024, and,

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed, the parties agree as follows:

### 1. SCOPE OF SERVICES

#### A. Basic Benefits Plan Package

Pathway will provide a Basic Benefits Plan Package based on a per person cost necessary to provide the participants with the basic needs necessary to successfully complete the program. The deliverables for the Basic Benefits Plan Package includes the following:

1. Professional and Individual Development (PAID) and Financial Opportunity Center (FOC) – participants will be funneled through a one (1) week comprehensive program designed to provide job training and job placement services followed by intense job search and follow-up. Participants will be assessed to identify employment goals, job skills and employment barriers and will receive individually tailored classroom instruction to meet their particular needs. Participants will learn how to develop a resume, cover letter, thank you letter, job search techniques, appropriate interviewing etiquette including mock interviewing, mentorship and dressing for success.

2. (FOC) – In partnership with the Toledo Local Initiatives Support Corporation (LISC), Pathway agrees to offer participants access to credit building and financial literacy support. Applicants receive a wide variety of financial literacy services based on their interests and needs. The services provided to clients are: financial counseling, budgeting, balancing, income support and employment counseling. Clients have access to ongoing case management services and agency supportive services, to assist in removing financial barriers and accomplishing their own personal and financial goals. All data is entered into OCEAN the State of Ohio electronic systems database, and LISC Salesforce database and electronically stored.

3. Drug Urinalysis – Pathway will coordinate participant drug urinalysis for employment pre-qualification purposes as approved by TMC.

4. Work ready Attire (Interview) – Participants will receive appropriate attire to participate in job interview training and actual job interviews as approved by the Chief Probation Officer in the TMC Probation Department. TMC may from time to time change its designated person making approvals by giving written notice of the new designated person and the date upon which it will become effective.

#### B. Advanced Benefits Plan Package

Pathway will make available an Advanced Benefits Plan package based on an "up to" per person costs necessary to provide additional supportive services that promotes job retention and employment at a living wage. The Advanced benefit plan will be provided "a la carte" based upon the participants individually assessed needs and as approved by the Chief Probation Officer in the TMC Probation Department. TMC may from time to time change its designated person making approvals by giving written notice of the new designated person and the date upon which it will become effective.

Eligible referred participants will receive intensive case management, career coach intervention services, supportive services and ancillaries. Participants may also receive stipends to help with barriers while attending training. Knowing how important follow-up services can be to the ongoing success in self-sufficiency, all participants enrolled for 30/60/90/120 days or longer, will receive continued assistance when appropriate. All data will be entered and tracked by the LISC Salesforce and the State of Ohio OCEAN electronic database systems and electronically stored.

The advanced benefits package will include the following:

1. Training/Certifications
2. Employment Supplies
3. Reinstatement of Driver's License (Minimum Financial Assistance)
4. Rental Assistance
5. Employment Retention (30 days)
6. Employment Retention (60 days)
7. Employment Retention (90 days)
8. Driver's License Photo Identification/State Identification

Pathway, Inc. understands that TMC does not compensate participants for Employment Retention.

### C. Benefit Plan Amounts

The Benefit Plan Amounts as stated in Attachment A to Agreement, incorporated by reference, and shall be adopted and continued for the remaining term of this Agreement, subject to reopener discussions pursuant to paragraph 3, below.

## 2. TERM AND TERMINATION

The term of this agreement shall commence as of \_\_\_\_\_, 2023 and shall terminate July 31, 2025.

## 3. FEES AND PAYMENTS

A. Fees are payable by TMC to Pathway in accordance with the fee schedule (attached), which is incorporated in and made a part of this Agreement. The parties will meet sixty (60) days prior to the end of the first contract year, to engage in good faith negotiations toward a revised fee schedule for the remaining contract term.

B. Pathway will invoice TMC by the 10th day of the following month for the services provided, and payment will be made within thirty (30) days.

## 4. CONFIDENTIALITY

The parties acknowledge that each will exchange participant information and agree, except for reporting and program assessment purposes, to maintain strict confidentiality of such information, services provided to individual participants, and processes utilized by Pathway, to the extent allowable by law.

## 5. CONFLICT RESOLUTION

Each party will commit to resolving differences regarding this Agreement at the lowest staff level necessary to affect change. If either party has a complaint, an attempt will be made to resolve this issue at the direct service provider level. Failure to resolve this issue at this level will result in supervisory intervention. If the respective supervisors are not able to resolve the issues, the Court Administrator and Pathway's CEO will meet at the earliest opportunity to resolve any differences.

## 6. INSURANCE.

### A. Insurance.

1. General Liability Insurance: Pathway shall maintain insurance from companies lawfully authorized to do business in Ohio. Coverage shall be written on an occurrence basis and shall be maintained without interruption for the term of this Agreement. TMC and Toledo shall be named as an additional insured. Pathway shall provide TMC and Toledo with Certificates of Insurance or other evidence of insurance acceptable to TMC and Toledo.

- a. Commercial General Liability: at least \$1,000,000 million aggregate limit, \$500,000 personal and advertising injury limit per person/organization; \$500,000 bodily injury and property damage per occurrence.
  - b. Comprehensive Automobile Liability: at least \$1,000,000 limit for bodily injury and property damage covering owned, non-owned, and hired vehicles.
2. Workers' Compensation. Pathway shall maintain workers' compensation insurance coverage for all of its employees for the term of this Agreement, consistent with the requirements of Ohio law. Pathway shall provide to TMC and Toledo a certificate of coverage, or a certificate of employer's right to pay compensation directly, from the Ohio Bureau of Workers' Compensation.

## 8. OTHER PROVISIONS

- A. Relationship of the Parties. Pathway is performing pursuant to this Agreement as an independent contractor. Pathway and its employees shall not be deemed to be employees, agents or representatives of TMC or Toledo.
- B. Nondiscrimination. Pathway shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, disability, sexual orientation or marital status.
- C. Assignment. Neither party may assign or transfer rights and obligations under this contract without the written consent of the other party.
- D. Compliance with Law. Each party agrees that it will perform its obligations in accordance with applicable Federal, Ohio and City of Toledo laws, rules and regulations.
- E. Continued Performance. If either party is unable to perform its obligations under this Agreement because of any act, cause or occurrence that renders a party unable to perform its obligations and, which act is not within the reasonable control of such party, it is agreed that performance of such obligations by such party is, so far as they are affected by such act, excused from the inception of any such inability. In no event, shall either party be liable to the other for incidental, consequential or other damages from any act, cause or occurrence that would render a party unable to perform its obligations and, which act is not within the reasonable control of such party.
- F. Notices. Any notice or other communication required or permitted under this agreement will be in writing and will be deemed sufficiently given when delivered in hand, email, or three (3) days after being mailed by first-class United States mail, postage prepaid and in each instance addressed as follows:

Toledo Municipal Court:  
Jennifer Friddell  
Chief Probation Officer  
Toledo Municipal Court  
555 North Erie Street  
Toledo, Ohio 43604  
(419) 245-1936  
(419) 245-1802 (fax)  
Jennifer.friddell@tmcourt.org

Pathway, Inc.  
Tomeka L. Rushing  
Pathway, Inc. Workforce Development Director  
505 Hamilton Street  
Toledo, Ohio 43604  
(419) 242-7304 Ext: 1254  
(419) 243-1938 (fax)  
[TRushing@pathwaytoledo.org](mailto:TRushing@pathwaytoledo.org)

Pathway and/or TMC may from time to time change its designated recipient or address for notifications purposes by giving written notice of the new designated recipient or address and the date upon which it will become effective.

- G. Amendment. The terms of this Agreement will not be changed other than by written agreement executed by both parties.
- H. Entire Agreement/Severability. The Agreement, including any attachments and amendments, contains the entire understanding of the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- I. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Ohio, any action or proceeding arising from this agreement shall be commenced in a court of competent jurisdiction located in Lucas County, Ohio.

J. Captions and Interpretation. The Article and Section captions are for reference and convenience only, and shall not enter into the interpretation of this agreement.

**IN WITNESS WHEREOF**, Pathway, Inc. TMC, and the City of Toledo have caused Agreement to be executed as of the date of the Mayor's signature below.

AGREED:

CITY OF TOLEDO

PATHWAY, INC.

\_\_\_\_\_  
Wade Kapszukiewicz, Mayor

\_\_\_\_\_  
Robert Jordan, Interim CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Theresa Gabriel, Board Chair

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM;**

TOLEDO MUNICIPAL COURT

\_\_\_\_\_  
C. Lisa Falgiano - Date  
Court Administrator

\_\_\_\_\_  
City of Toledo, Law Department      Date

\_\_\_\_\_  
Jennifer Friddell – Date  
Chief Probation Officer

ATTACHMENT A  
TOLEDO MUNICIPAL COURT  
BENEFIT PLAN AMOUNTS

Basic Benefits Plan Per Client

1. Work Ready Attire (Interview)	\$200
2. Employment Readiness Training	250
3. Drug Urinalysis/Background Check	65
4. Financial Literacy Education and Coaching	<u>75</u>
TOTAL	\$590

Advanced Benefits Plan Per Client

1. Training/Certifications	\$3,000
2. Employment Supplies	300
3. Reinstatement of Driver's License	250
4. Rental Assistance	225
5. Employment Retention (30 Days)	50
6. Employment Retention (60 Days)	50
7. Employment Retention (90 Day)	50
8. Driver's License Identification Photo	<u>25</u>
TOTAL	\$3,950

	Basic Benefits Per Person
	<u>Cost</u>
Program cost per enrollee	\$809
Basic Benefits Plan	<u>590</u>
Program Cost Per Person	1,399
5% Administrative Fee	<u>70</u>
Total Cost Per Person	\$1,469 plus any added advanced benefits