

SUMMARY REPORT OF ASSESSMENT

Date: June 25, 2023

To: Jennifer Hills, Deputy Director of Operations
King County

From: Martha Norberg, CPA, CFE, Principal
Seabold Group

Ref: Assessment of the Regional Peacekeeping Collective Initiative
King County Regional Gun Violence Program

I. INTRODUCTION AND SCOPE

Seabold Group was retained to conduct an assessment of the contract requirements and administration of the King County (the County) Regional Peacekeepers Collective (RPKC), a community-led approach to gun violence prevention, intervention and restoration. The County's overall Regional Gun Violence (RGV) program incorporates RPKC and several other initiatives focusing on different aspects of the gun violence epidemic and/or regions in King County.¹ The RPKC is a collective of several non-profit entities, each of which has experience in the prevention, intervention and/or restoration related to gun violence. The County's contract for the RPKC is with the lead community-based agency of the collective, Community Passageways (CP).

The RPKC program is managed by the Department of Public Health (DPH) and was facilitated by DPH's Zero Youth Detention (ZYD) program during the pertinent periods of this assessment.²

This assessment focused on the following areas:

- RPKC contract requirements and deliverables.
- Contract award, oversight, administration, and evaluation of results.
- Decision-making structure and program leadership at King County and the participating community benefit organizations (CBOs).
- King County and contractor processes to identify and resolve potential conflicts of interest for decision-makers.

¹ The gun violence initiatives address the physical, emotional, and/or economic impacts of gun violence. Services provided by several community-based organizations funded by the initiatives may include critical incident response, hospital-based response, intensive engagement and wrap-around life affirming care, and resources to individuals and families most impacted by gun violence. Some organizations focus their services in specific areas of King County (e.g. Rainier Beach Action Coalition).

² In late 2022, the RPKC was moved to the Chronic Disease and Injury Prevention (CDIP) division within the Department of Public Health (DPH).

The County requested that we identify improvements in the processes, systems and program organization that the County can make internally and in partnership with CP and other CBOs to ensure the trust of the community and set the program on a path to success.

The County also wanted to ensure that its Equity and Social Justice goals, and the goals associated with its community led approach to gun violence prevention, remain at the forefront, while ensuring that the RPKC contracting process and County administration of the program is following best practices associated with community led organizations.

During this assessment we interviewed 18 individuals.³ We also reviewed numerous documents provided by the County, various witnesses, other government entities, and public sources.⁴

This report is intended to be a summary report and is not intended as a comprehensive detail of all the information collected, reviewed and considered as part of the assessment. The findings and conclusions set forth in this report are based on the entirety of the information considered and are not limited to the factual information contained herein. Nothing in this report is intended nor should it be construed as a legal conclusion.

II. EXECUTIVE SUMMARY

The King County Regional Peacekeepers Collective (RPKC) is a pilot program, started in May 2021, that was intended to reach a sustainable maturity over approximately three to five years. It was developed and initiated by several experienced, qualified, passionate individuals both within King County and in the community most affected by the gun violence epidemic. The work is traumatic and difficult, and the community teams identified to do the work are dedicated to the goal of reducing gun violence and addressing the needs of the youth and families most at risk of perpetrating or being impacted by gun violence.

The team has encountered problems in the first year and a half of the program, as did many other similar programs across the country in their start-up stages. Those problems included poor staffing decisions that the current systems did not ferret out in a timely manner and overlooked aspects of the program that emerged as problematic. Once those problems were identified, the team, including the lead agency, Community Passageways (CP), and King County staff, worked to resolve and learn from them. They have been making improvements, or “course corrections,” as one staff member called them, and the program deliverables have evolved as issues or needs have been identified along the way.

At the end of this report is a list of conclusions and recommendations that address the questions raised by the four general areas within the scope of this assessment:

- Are RPKC contract requirements and deliverables sufficient and are they being met?
- What was the process of awarding this contract, and should it be a competitive process? Is oversight and administration of the contract adequate? Is the evaluation of contract performance meaningful and sufficient?
- What is the leadership and decision-making structure at King County and participating community benefit organizations (CBOs)?

³ A list of interviewees is included in an Appendix to this report.

⁴ A list of all documents reviewed in this assessment can be provided.

- What are King County’s and the contractor’s processes for identifying and resolving potential conflicts of interest for decision-makers?

Infrastructure

A significant issue impacting the success of the RPKC program is that small community-based service organizations typically lack the infrastructure needed to manage contracts of this nature and size. Even in smaller contracts, government processes can be daunting to those organizations, whose focus is on meeting the community needs. In the case of the RPKC, the sense of emergency to get “boots on the ground” and “develop the program as we go,” or “build the plane while we’re flying it,” as some have described it, coupled with the stringent requirements to account for a significant amount of funds and to gather data and report on it in a meaningful and useful way, overwhelmed some of the contractors.

The critical incident response and training needed to meet the emergent community needs were foremost priorities during the initial phase of the pilot program, as was intended. But the administrative requirements needed to ensure the program’s success were not given adequate attention. Almost two years into the development of the program, contractors still struggle with some of the administrative tasks, such as measuring and reporting results.

King County recognized this problem with CBOs County-wide. The County’s Office of Performance, Strategy and Budget (PSB) has created a program called Grant Application Building Program (GABP) to help organizations strengthen their infrastructure. It is a service investment designed to train CBOs in how to collect and analyze data, develop reporting measures, account for grant funds, and other aspects of program administration. Its purpose is to help the CBOs build their capacity so that they are adequately prepared to respond when an RFP is offered. As of the end of 2022, the program had only been implemented in DCHS, but it was intended to be expanded to other county agencies.

The Equity and Social Justice division offers a similar service to recipients of its grants.

Although the GABP did not exist at the time, the RPKC contractors would have benefited from this technical support at the beginning of the contract. Even now, while the County is providing a significant amount of assistance in the evaluation and data collection and analysis process, contractors would benefit from similar training and technical assistance in accounting for and safeguarding grant funds.

To address the infrastructure shortcomings, on April 24, 2023, the County issued a Request for Proposal (RFP) for a third-party firm to manage the financial aspects of the contract so they could leave the CBOs to the tasks they know best, which in the RPKC work is to be credible messengers to meet the needs of those most at-risk to the threat of gun violence.

Oversight

Another related shortcoming is the infrequency of site visits and fiscal monitoring by King County compliance personnel in the beginning stages of the contract. Even after it was evident that the lead agency was having significant difficulty submitting invoices and supporting documentation, there was no fiscal monitoring to identify what their challenges were. King County compliance staff made two site visits to Community Passageways (CP) related to their

contract with DCHS and the Best Start for Kids (BSK) program: one in 2020, and the other in mid-2021, just as the RPKC program was getting underway. Both visits identified areas of risk that were indicative of potential risk for the RPKC program. For reasons explained further in this report, neither site visit was followed up and the then-finance director's failure to implement the required corrections was not discovered until much later. There were no fiscal monitoring site visits related to the RPKC contract.

In addition to the funds not being adequately accounted for, a significant theft of funds at the lead agency went undetected. Arguably, the theft, or at least the risk of a potential for theft, could have been detected with closer monitoring of the agency's accounting systems and internal controls. With earlier and more frequent attention to the contractor's ability to account for grant funds, the lack of technical knowledge and inadequate systems would likely have become apparent.

Leadership

A third factor impacting the program was a confluence of leadership changes in the County and at Community Passageways. The ZYD director and a key staff member left to join a team at the City of Seattle, leaving two ZYD staff members to manage the RPKC contract. At around the same time, CP's director took an extended sabbatical, and CP hired a new chief operating officer/finance director. The leaders of the sub-contracting organizations were all experienced, long-time workers with established, independent agencies, and for a period of time there were only two staff members at ZYD to bring everyone together with a unified approach.

Community Passageways' new finance director was hired in part to clean up the administrative entanglements that the former finance director left. The new COO/finance director described the change in ZYD staff as causing "inconsistent" leadership and impacting the smooth communication she felt the teams enjoyed when the ZYD director was there.

Finally, Covid and significant staffing shortages in the compliance functions impacted, to an extent, contract oversight.

All the problems encountered in the first year-and-a-half of the program, as detailed further in this report, were or are being addressed as they were identified.

III. BACKGROUND

A. History of Community-Based Gun Violence Prevention Efforts in King County

The movement to view gun violence as a preventable, public health crisis began nationally in at least the late 1990s, and in King County in at least early 2013. In 2012, more than 125 people died from gun-related incidents in King County. In February 2013, King County Executive Dow Constantine signed an executive order directing the County to take a public health approach to gun violence.⁵ He directed the Department of Public Health (DPH)⁶ to develop "innovative, data-

⁵ <https://kingcounty.gov/elected/executive/constantine/news/release/2013/February/04gunviolence.aspx>

⁶ DPH is also called Public Health – Seattle & King County (PHSKC). Witnesses and resources referred to the department as Public Health, DPH or PHSKC. This report generally uses the term that the witness or resource uses.

driven local strategies for preventing gun violence in King County.” Over the next few years, DPH worked with communities, including firearms owners and those affected by gun violence, to understand how and when firearms were used, to raise public awareness of firearm safety practices, and to develop and evaluate upstream evidence-based prevention programs.⁷

In 2015, University of Washington researchers published a study of 680 people who had been admitted to Washington hospitals with gunshot injuries in 2006-2007. The study, titled “Firearm-Related Hospitalization and Risk for Subsequent Injury, Death or Crime Perpetration,” concluded that hospitalization for a firearm-related injury was associated with a heightened risk for subsequent violent victimization or crime perpetration. It suggested that further research was warranted, particularly of the intersection of the criminal justice system and public health, to evaluate the effectiveness of interventions delivered to survivors of firearm-related violence.

In early 2017, the three-member Crime Strategies Unit (CSU) in the King County Prosecuting Attorney’s Office (KCPAO) began collecting data on shootings investigated by certain police departments within King County, and eventually, all police departments in King County.⁸ The data indicated that over half of firearms-involved deaths occurred south of Seattle city limits. The County determined that gun violence was a threat to public health, and began analyzing the relationships between victims, witnesses and perpetrators of gun violence the same way an epidemiologist studies the spread of contagious disease.⁹

In 2018, Senior Deputy Prosecutor Karissa Taylor, part of the KCPAO’s Crime Strategies Unit along with another prosecutor and a data analyst, told the Seattle Times that the goal of this approach was to find ways to intervene in the lives of the most vulnerable individuals “before bullets start flying and to prevent future violence.”¹⁰ She added that programs to prevent gun violence must be developed by community providers and public health officials, and the data gathered by the unit gave them a starting point. Further, she noted that when they started this study, in January 2017, there was no data and no sharing of information among police departments. “Everything was siloed.” Each police department had different report-management systems for tracking gun violence, and different definitions of what constituted a shooting.

There have been many other local and national efforts to develop programs to prevent gun violence. Locally, according to the December 2018 Seattle Times article, the KCPAO’s “shots fired” analyses highlighted the need to focus on witnesses and victims, as they were more likely to be victims or perpetrators of gun violence. The team convened a steering committee, which met monthly and included representatives from several agencies already working in communities impacted by gun violence. They examined how to refer people to existing programs and expand capacity to intervene in the lives of those they felt were at the greatest risk of perpetrating or being impacted by gun violence. Deputy Prosecutor Taylor told the reporter that any response to the data her team collected had to come from the community and

⁷ <https://kingcounty.gov/depts/health/violence-injury-prevention/violence-prevention/gun-violence.aspx>

⁸ <https://www.seattletimes.com/seattle-news/law-justice/prosecutors-shots-fired-project-collects-king-county-gun-violence-data-for-the-first-time/>. Seattle Times report, December 10, 2018, by Sara Jean Green.

⁹ Seattle Times Dec 10, 2018

¹⁰ Seattle Times

the public, and that KCPAO's goal was to be able to refer those most at risk of future firearms violence to community-based providers before they became criminally involved.¹¹

B. History of the RPKC

1. Description

The Regional Gun Violence program in King County is the umbrella program over a number of initiatives that support gun violence Intervention, Prevention and Restoration. One of the initiatives, Regional Peacekeepers Collective, supports “culturally responsive BIPOC-led¹² community organizations that provide Intervention, Prevention and Restoration services including critical incident and hospital-based response, intensive engagement and wrap-around life affirming care and resources to individuals and families most impacted by gun violence and unjust systems.”¹³

2. History

In June 2020, Executive Constantine declared that racism is a public health crisis. He also declared gun violence to be a public health emergency. King County directed Public Health – Seattle & King County (PHSKC), under the direction of the Zero Youth Detention (ZYP) program,¹⁴ to develop and implement a regional strategic plan to reduce firearm-related homicide and violence.¹⁵

In November 2020, King County retained consultant Eleuthera Lisch, an expert in the community-based approach to gun violence prevention, as a strategic adviser. Ms. Lisch, working with the ZYP team, other DPH and King County officials, and community partners, developed the community-based model that became the RPKC. The model was based on work community leaders and local governments around the country had proven effective. She, along with other national experts, developed recommendations for training community and County gun violence workers. She worked with DPH Chief Administrative Officer Michael Gedeon, Performance Strategy and Budget (PSB) Manager Marcus Stubblefield, and others, to write the RPKC contract and scope of work. Ms. Lisch said that Mr. Gedeon and DPH-Finance and Administrative Services Division (FASD) Finance Manager Byron Williams handled all the financial/fiduciary aspects of the contract.

In July 2022, DPH published “Focus Plan: Eliminating Youth Regional Gun Violence, July 2022.” This document was a comprehensive report of the Regional Gun Violence program and included a history of the program, its goals, and next steps. The document reflects that the first phase of this pilot regional approach program used an early “emergency” investment of \$900,000 allocated in May 2021.¹⁶ The strategy for the pilot phase was two-pronged:¹⁷

¹¹ Seattle Times

¹² BIPOC stands for Black, Indigenous, and People of Color.

¹³ kingcounty.gov/initiatives/regional-gun-violence-community-based-intervention-resource-guide.aspx.

¹⁴ Zero Youth Detention was a program within the Office of the Director.

¹⁵ Focus Plan: Eliminating Youth Regional Gun Violence, July 2022. Report cited “Public Health-Seattle & King County. Regional Community Safety & Well-Being Plan Phase 1. Zero Youth Detention.”

¹⁶ The original budget of \$900,000 was increased to \$1.1M by the time of the initial RPKC contract.

¹⁷ Focus Plan: Eliminating Youth Regional Gun Violence, May 2022, p. 4. Source: King County DPH.

- A long-term planning process known as the Regional Community Safety and Well-being Plan (RCSWP) with technical assistance from Cities United, a non-profit organization that supports a national network of mayors to reduce the epidemic of gun violence. The RCSWP process was to “bring together executive leadership from government, non-profit, and philanthropy with the intent to blend community and systems partners in order to identify solutions and provide recommendations in five domains: Juvenile Justice, Education, Workforce Development, Community-Let Safety, and Health & Human Services.” As of May 2022, the workgroup had not developed recommendations, but the Focus Plan states that their recommendations were to go through a community vetting process and “are anticipated to be finalized in the summer of 2022, and will include budgets and resources needed to fully implement the plan.”¹⁸
- An immediate “Go-First Strategy” to address on-going gun violence. The Focus Plan states that the RPKC, established in 2021, “continued to be developed through the pilot phase and underwent several course corrections to ensure a model that could be evaluated for fidelity.” The model was designed with input from local and national experts.

The Focus Plan states that the next phase of the project includes full implementation of all service areas, bringing to scale a regional approach that serves Seattle and South King County and “ensures on-going capacity building, training and development, strategic partner engagement, and sustainability planning.” As of May 2022, contract amendments, which increased the budget to over \$4 million, allowed for a full-scale implementation of the model.

C. Community Passageways Was Selected as Lead Agency

CP was selected to be the lead agency in the Regional Peacekeepers Collective. The organization was chosen as one of the few agencies equipped to perform the work and manage the administration of the type of work the program required. CP was well-known in the community and had a history of working with the City of Seattle and King County, and in some cases as lead agency, on similar community collaborative work.

1. History of Community Passageways

CP was established by Dominique Davis in or about 2017 as a “felony diversion and prevention” non-profit with a goal of zero-youth incarceration. A January 2022 article by Seattle Department of Neighborhoods¹⁹ states that Mr. Davis knew that felony diversion would be a foundational and life changing juncture for young people, and he developed a four-prong approach: prevention, diversion, incarceration support, and re-entry. “CP serves over 500 young people each year with multiple programs, including school-based, court advocacy, diversion, community support, gang intervention, healing circles, youth advocacy and family support.”

CP has worked to keep youth out of the prison system and to support people already in the prison system. CP has worked with community leaders, local governments, and other organizations to develop alternatives to the existing criminal justice system, and worked to

¹⁸ The scope of this assessment does not include reviewing the RCSWP progress or recommendations.

¹⁹ <https://frontporch.seattle.gov/2022/01/31/reimagine-seattle-dominique-davis/>.

ensure a smooth, successful integration into the community once a person has been released from prison.

CP began to incorporate gun violence prevention into their services in or about 2021, as the City of Seattle and King County began experiencing a significant increase in gun violence. As with its other community-related efforts, CP's work in this area has been community-centered and focuses on community interactions and establishing street credibility, which are essential to preventing and intervening in potentially violent situations. CP also works in coordination with other human services, public health and public safety organizations in "before, during and after" efforts to deescalate conflict.²⁰

2. History of CP's contracts with Seattle and King County

King County selected Community Passageways as the lead contractor in part based on CP's history of similar work with both the City of Seattle and King County agencies, including DCHS and Public Health.

a. City of Seattle contracts with CP

Community Passageways has had several contracts with the City of Seattle's Office of Civil Rights (SOCR) and Human Services Division (HSD) since 2016, including the following.

An SOCR contract from December 2016 to December 2017, for \$14,600, was to conduct workshops for youth to learn from people who have been in prison about the effects that a felony has had on their lives. In addition to the workshops, CP was to "pair up youth with community ambassadors and train the community ambassadors."

The SOCR contracted with CP in June 2017 for work on the 2017 Racial Equity Fund – Criminal Justice Focus. The scope included: "to support Seattle's vision and commitment to ending the disproportional arrest, detention, sentencing and incarceration of Seattle's youth of color by centering [them]... in the provision, creation and use of community-based alternatives to secure confinement." This contract was for \$37,500.

In September 2018, Seattle's budget included \$100,000 for development of a comprehensive community-based youth diversion program. The funding was intended to support the development of a consortium of community organizations, community members and youth directly involved with and impacted by the current criminal justice system. The contract states: "This community consortium will be the first time Seattle area organizations serving youth have come together to collectively design and develop a diversion program that diverts youth away from the traditional criminal legal system." The organizations in the consortium included CP, Glover Empowerment Mentoring, Team Child, Safe Futures, Companion Athletics, Law Enforcement Assisted Diversion (LEAD), and Somali Youth and Family Club.

In January 2021, SOCR contracted with CP on a City Council-funded project called "Collective Network (CN) – Collective Power and Capacity Building." This contract, for \$500,000, was awarded to a coalition that included CP, Creative Justice, Collective Justice, and Choose 180, which jointly submitted a bid in response to a request for proposal (RFP). The contract states

²⁰ [Communitypassageways.org/mission](https://communitypassageways.org/mission).

that CP will operate as the “Lead Consultant” for the coalition. Their work included (1) building a self-sustaining and community owned collective network that is equipped to support those otherwise entangled by the carceral state; (2) building capacity for members of the collective network; and (3) proposing alternatives to incarceration and policing. The coalition was to be paid \$250,000 in 2021 and \$250,000 in 2022, in monthly installments of \$20,833.33. The City required CP to submit memoranda of understanding (MOUs) for each subcontractor outlining the scope of work for each contractor and the monthly payment schedule and compensation amounts for each.

In 2021, prior to the RPKC contract with King County, the City of Seattle HSD contracted with CP for the Seattle Community Safety Initiative (SCSI). This work was similar to the RPKC work and the two programs complemented each other.

b. King County contracts with CP

Prior to the RPKC contract, CP had several contracts with King County, including three DCHS contracts, effective 2/1/2018, 1/1/2021, and 1/1/2021 for \$1,781,545, \$1,849,996, and \$795,741 respectively, to provide services related to alternatives to incarceration for juveniles and other similar services. Additionally, a contract administered by DPH for the Best Start for Kids (BSK) initiative,²¹ for \$594,393.75,²² was effective from July 2020 to December 31, 2021. Per the contract, CP was to provide “Trauma-informed and Restorative Practices in the school environment.” The contract set forth specific milestones and expectations. Payments were subject to adequate documentation demonstrating the completion of the expectations. CP was to provide monthly financial statements along with their invoices.

During the same time period as the RPKC contract, CP had two other contracts with King County: (1) a September - December 2021 contract for \$7,500 with PHSKC titled “Naloxone Train the Trainer” to co-develop training with DPH, conduct the trainings, and report quarterly on the number of trainings held and the number of community members trained; and (2) a contract for \$183,495 with BSK for Trauma-Informed Restorative Practices for the period January 1, 2022, through June 30, 2022.

c. Competitive process vs. single-source contract

CP was chosen to be the lead agency for the RPKC contract without going through the competitive bid process, because, among other things, there were few organizations that could manage the contract and CP was a well-known and proven entity in this type of work.

Both the County and the City of Seattle had contracted with CP on numerous occasions over at least the previous five years for community-based collaborative work similar to the RPKC work, and they knew the quality of CP’s work. Additionally, the work was of an emergent nature and the County wanted to get the pilot program underway as soon as possible. They wanted an

²¹ Best Start for Kids is a King County voter-approved initiative “to support every baby born or child raised in King County to reach adulthood happy, healthy, safe, and thriving.” (See kingcounty.gov/depts/community-human-services/initiatives/best-start-for-kids)

²² The original BSK contract was for \$425,000. It was amended to extend the period of service and add \$169,393.75 to the budget.

organization with experience in community-led collaborative work that was already established and that could start immediately.

Ms. Lisch, the project's strategic advisor, said, "The no-RFP process was of some concern because it's untraditional in regards to accountability. But it is a widely used path in this kind of work." Mr. Gedeon said that CP was selected because they were part of a coalition of organizations doing similar community-led collaborative work. "The rationale for identifying them as the hub was: 1) it was an emergency and they were up and running with the City; 2) they had the capacity to be the hub organization during this pilot phase; 3) it falls under our community services grants in DPH and we had the ability to do direct contracts for Community Service grants. Given all of that, we made the decision to select them."

D. RPKC Sub-contractors

1. Selection of the sub-contractors

The RPKC contract provides that the lead agency, Community Passageways, will select the sub-contractors to be part of the collective's work. The County did not dictate how CP was to select and manage its sub-contractors, but some of the County staff involved in the initial formation of the collective provided input based on their knowledge of and previous work experience with those organizations. Specifically, Derrick Wheeler-Smith, director of Zero Youth Detention, had been involved for years with organizations that provide services to marginalized members of the community and he was familiar with the sub-contractors' qualifications to perform this work. Will Jimerson, who, as ZYD's RPKC community facilitator, interfaced extensively with CP and the sub-contractors, had previously worked with several of the organizations and was familiar with their ability to provide the specified services. He also had served time in prison with the leader of at least one of the sub-contractor organizations. He provided input to Community Passageways on the selection of the sub-contractors.

2. Sub-contractors' roles in the RPKC

King County's Regional Approach to Gun Violence Reduction is focused on a three-prong strategy of Intervention, Prevention and Restoration.

- Intervention includes providing critical incident response and violence interruption, strategic engagement based on data, hospital-based intervention, and hot spot remediation and direct community support.
- Prevention includes connecting individuals at highest risk with credible messengers to decrease engagement in high-risk behaviors and providing access to services and programs for individuals and family members.
- Restoration involves providing intensive support to high-risk youth and their families, including outreach and case management, safety and individual service plans, family support including grief and mental health resources and funeral and memorial support if needed, and ongoing community engagement events to provide access to services and resources.

Each of the sub-contractors selected to be part of the RPKC was selected because of their experience and expertise in one or more of those areas of service.

The original RPKC contract, signed in July 2021, listed six sub-contractors to be part of the collective,²³ each with varying specialties and areas of focus. The contract specified the areas of service for each organization, and included duties for Community Passageways and King County Zero Youth Detention, as follows:²⁴

Organization	Service Pillar	Resource	Initial Budget
Community Passageways (Lead)	Intervention	Critical Incident Response Management/ Deep Dive	\$140,000
Alive & Free (YMCA)	Intervention	Hospital/Critical Incident Response Management	\$ 80,000
Black Women Coalition	Restoration, Intervention	Healing, Family-Centered Engagement	\$ 50,000
Choose 180	Prevention, Restoration	Younger Sibling Engagement	\$ 50,000
Freedom Project	Intervention	Hospital/ Critical Incident Management	\$ 80,000
Progress Pushers	Intervention, Restoration	Hospital/ Critical Incident Response Management; Group Sessions	\$ 80,000
Renegades for Life Youth Outreach	Intervention	Hospital/ Critical Incident Response Management	\$ 80,000
ZYD Youth and Young Adult Advisory Council	Prevention, Intervention, Restoration	Inform Best Practices, Resources and Relevant Support	N/A

By May 2022, the Regional Gun Violence Provider Network had expanded to include additional organizations such as Rainier Beach Action Coalition,²⁵ SE Network Safety Net, Urban Family, Cultured Outreach, Fathers and Sons Together (FAST), and Fatherhood Accountability Movement. Those entities, and the Black Women Coalition, were paid from different expense categories than the sub-contractors working directly in gun violence prevention, intervention and restoration. In a May 2022 second amendment to the RPKC contract, the budget for sub-

²³ Harborview was included in the initial contract, but an amendment in August 2021 removed the Harborview component and its \$75,000 allotment. Harborview was awarded a separate contract.

²⁴ Initial RPKC contract, signed May 6, 2021, p. 13.

²⁵ Rainier Beach Action Coalition, which focuses on south Seattle, has its own contract with King County, as may some of the other entities in the provider network.

contractors (the entities in the table above minus the Black Women Coalition, CP and ZYD) increased to \$1,487,617.34.²⁶

As with many aspects of the program, the sub-contractors' roles have evolved. According to Freedom Project staff, their initial responsibilities were related to getting resources to community members, but as the program evolved and it became clear that they were equipped to provide a broader range of services, including critical incident response, their scope of services expanded. Mr. Heppard said their director of critical incident response, Mr. Ames, has become a leader in this part of the work.

E. RPKC Contract Scope, Terms, Conditions and Amendments

1. RPKC initial contract, May 2021
 - a. Contract amount and scope of work

In May 2021, King County entered into a one-year contract with CP, through April 2022. The contract amount was not to exceed \$1,100,000.²⁷ The scope states, "As the County undergoes the collaborative development of a large-scale public safety plan over the next twelve months, the issues of community violence continue to be urgent. In response to this need, eight organizations will collaborate on a pilot "go-first" strategy, delivering a suite of services for those youth and families most directly impacted. Partners will be organized to provide services in three domains: Prevention, Intervention, and Restoration. Under the direction of King County Public Health Zero Youth Detention staff, a lead agency will coordinate with a cross section of 6-8 partners to develop and implement a program service delivery model as outlined in this Scope of Work. In addition to managing this working group, the lead agency will also perform activities to further these Program Objectives/Outcomes by also providing direct services to participants."

The key deliverables required of the lead agency, CP, were to provide periodic detailed statistical information on the following activities:

- **Capacity Building** – (employ a specific number of FTEs for the work and report on number of staff trained)
- **Critical Incident Response** – (identify the number of critical incidents responded to and followed up on per protocols and number of youth contacted (include community scene/event, hospital/KCPAO referral)
- **Youth Development** – (serve 50 youth directly impacted by gun violence and referred via hospital or KCPAO and identify number of youth linked to meaningful service, e.g. violence/harm reduction, skills/education, caring adult mentor; identify number of youth reporting increased conflict resolution skill, personal growth goals met, service linkage outcomes, e.g. education, employment, health and well-being service milestones.)

²⁶ In or about October 2022, CP terminated its contract with Renegades for Life resulting from a KUOW article revealing that the executive director, Saleem Robinson, was a convicted sex offender and had lied about his professional and educational credentials.

²⁷ The scope description, drafted during the development of the program model, indicates that the agreement would award one lead agency an amount up to \$900,000. Various factors, including the Harborview component which was later removed, contributed to the increase in the final contract.

- **Contract Management** – (provide monthly, quarterly and final reporting; training and logistics coordination; and project management support)

The contract’s scope further states that “the collaborative partners will co-create and commit to executing on a final shared work plan that drives service delivery and accountability from May 1, 2021 – April 30, 2022. A work plan with all details to be finalized by these partners in our May-June 2021 working sessions.”

The key deliverables description did not provide detailed metrics for reporting the data or a plan for gathering it. But the second amendment to the contract, in May 2022, provided a detailed roadmap for CP and the sub-contractors to follow to gather meaningful data.

b. Financial tracking and reporting of contract funds

The contract identifies eligible expenditures and requires that CP and all subcontractors submit an invoice, with attached receipts and other supporting documentation for eligible expenditures, up to ten days following the month end. It further states that each partner will provide monthly reports on expenditures and a summary narrative of program objectives and outcomes achieved within ten days of month end, and the lead agency will provide a final report with detailed expenditures and a narrative report of program objectives/outcomes within 30 days of Agreement end date.

The contract’s Terms and Conditions section²⁸ requires that CP, among other things, comply with the following:

- Establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles.
- Maintain accounts and records and cooperate with any requests by the County to evaluate CP’s performance and to make available all information reasonably required by any such evaluation process.
- *(Since CP will receive in excess of \$100,000)* Provide fiscal year audited financial statements prepared by an independent CPA or Accounting Firm within 9 months subsequent to the close of CP’s fiscal year.

CP and many of the sub-contractors did not have the capabilities, training, or experience necessary to comply with these requirements. The contractors’ infrastructure and King County’s financial oversight will be addressed below.

2. First amendment to contract, August 2021

On August 17, 2021, the RPKC contract was amended to remove the Harborview component, resulting in an amended contract amount of \$1,025,000. Harborview was given its own contract.

²⁸ Terms and Conditions, #3, 5 and 7. The Terms and Conditions section is for the most part “boilerplate” language in all community service contracts, according to Alan Cantara, Public Health Contract Unit Supervisor in the Contract, Procurement & Real Estate Services (CPRES).

3. Second amendment to contract, May 2022

a. Increase in funding

On May 13, 2022, after a new budget increased the funding for the Regional Gun Violence program, the RPKC contract was amended to add additional King County funds and to include City of Seattle funding. The total amended budget, according the first page of the contract, was \$4,307,581.76. Of that, \$3,738,355 was earmarked for the RPKC, consisting of \$3,255,635 from King County and \$482,720 from the City of Seattle. It is unclear what the remaining \$569,226 of the total budget were earmarked for.

The amendment also extended the date of the pilot program contract to December 31, 2022.

Ultimately, according to the contract, of the total budget amount, CP was charged with “receiving and distributing \$3,738,355²⁹ in funding for Intervention, Prevention and Restoration services for young people and their families impacted by gun violence.”

From those funds, the six sub-contractors were budgeted to receive \$1,487,617.34. There is no breakdown of how much each sub-contractor was to receive.

CP’s portion of the budget for its staff salaries and wages was \$950,327.87.³⁰

\$363,481.99 was budgeted for Training, Capacity Building and Community Development. This was further defined as Hospital-based Intervention Training, Trauma, and Community Healing Capacity Building.

b. More detailed Scope of Work and evaluation process

Scope of Work

The 10-page Scope of Work and objectives section is significantly more detailed, specific and measurable than the initial contract a year earlier. As the lead agency, CP was responsible for two main areas:

- Leading the implementation and program delivery of the proven effective strategies (detailed below) that address the most urgent needs for youth and families directly impacted by gun violence within the City of Seattle and up to three partner cities in South King County: Burien, Tukwila and Kent.
- Subcontracting up to five community partners to provide coordinated Intervention, Prevention and Restoration Services aimed at preventing the harms of gun violence to affected young people and families.

The revised Scope of Work listed the following specific Activities and Deliverables expected from CP:

²⁹ \$3,255,635 from King County and \$482,720 from the City of Seattle.

³⁰ CP’s budget consisted of \$757,418.78 from King County Public Health and \$192,909.09 from the City of Seattle.

- Contracting – Contract with PHSKC to distribute the funds, and subcontract with up to five community providers, who were to maintain agreed-on funded staffing levels and report on changes monthly.
- Staffing – Hire a specific number of staff and pay them from the funding stream (PHSKC or City of Seattle) indicated.
- On-going Communication –Participate in and/or facilitate ongoing communication across the network and with stakeholders. A table reflects the meetings and trainings expected, and includes “Meeting Title, Propose Cadence (which is the frequency and length of the meetings, such as ‘weekly, Mondays, 60 min.’), Facilitator and Attendees, and the Purpose” of the meeting. There are five regular meetings listed, including Gun Violence Reduction Leadership Meeting, Shots Fired and Social Network Analysis Review, All Team Meetings, Critical Incident Team Drills and Field Practice (all weekly meetings), and RPKC Leadership Meetings (monthly, to include all contracted organizations’ leadership.)
- Program Services – Each service listed is broken down into a detailed description of the service and a list of specific, measurable deliverables. The main service areas are:
 - Critical Incident Response
 - Hotspot Remediation and Community Engagement
 - Case Management and Outreach (which includes “Complete and retain the RPKC Reporting Template for all program metrics and definitions.” The Reporting Template is included in the contract.
 - Training and Professional Development
- Data Collection and Evaluation

Evaluation process

CP was expected to participate in the program evaluation process, including monthly check-ins with all RPKC partners and quarterly meetings with the contract manager, evaluator, and strategic leadership to discuss progress and needs. They were also expected to coordinate with their sub-contractors to provide:

- Four quarterly written Progress Reports
- A final report
- Monthly invoices
- Regular (monthly or quarterly as determined in coordination with ZYD) summary reports of performance measures, using the provided 9-page reporting template).

The reports should address progress in terms of program implementation, plans for the resolution of any problems which may arise and, if necessary, an updated work plan.

Submit a performance measure and participate in narrative data collection using the specified template on a quarterly basis.

The contract also sets forth a scope of work for PHSKC, which includes, among many other things, providing technical assistance from local and national experts and support for the program evaluation process.

c. Accounting for the grant funds, payments and invoicing

The contract sets forth very detailed expectations for how CP is to account for expenditures. It states that CP will track expenditures independently by funding streams. Sub-contractors were to submit monthly invoices and quarterly progress reports to CP, and CP was to submit a consolidated invoice, along with all reports, receipts for expenditures, and a general ledger detailing the costs to be reimbursed, to Eleuthera Lisch by the 15th of each month.

The contract states that the County will require supporting documentation of all reported expenditures, which may include payroll reports, itemized vendor invoices and statements showing payments to vendors. And for stipends given to participants, the contract required a recipient list, contact information and amount.

F. CP's Ability to Gather Required Data and Report on Performance

1. The issue

Several King County staff members reported that CP had difficulty from the beginning with collecting, compiling and reporting on the data they were asked to track. CP was unable to submit accurate or consistent reports, and, in fact, had difficulty in general with the administrative side of its work. Many of the organizations hired to do the intervention, prevention or restoration work had little experience in tracking data or accounting for activities or expenditures.³¹

In the area of data gathering and reporting, King County provided guidance through Ms. Lisch and Mr. Jimerson, and enlisted the support of different evaluation specialists to work with CP to establish meaningful, consistent criteria and assist them in tracking it. As late as February 2023, according to Drew Pounds, an analyst with the Office of Performance Strategy and Budget (PSB), CP was still having difficulty submitting timely performance reports.

2. Observations from parties

An evaluation expert has been on board since at least March 2021 when the program was being developed, and there have been several specialists enlisted from other parts of King County to assist in working with ZYD to develop adequate measuring and reporting methods, and to work with CP's staff to gather and report on meaningful data. That process has been on-going.

Eleuthera Lisch

Ms. Lisch said that CP was to collect information quarterly, but they are about a year away from being able to specifically track progress (e.g. whether a particular person received their GED or

³¹ Freedom Project staff stated that they had significant experience in measuring and reporting on the results of their work but reports from King County and CP staff indicate that the contractors in general, including CP, required continued training in this area.

received housing). Services are now centered on crisis response and employing teams to provide safety, perform environmental clean-up, meet with businesses, and put on events. The work has included services such as getting people access to wheel chairs, for example, but they're just now moving into that space where they can provide other services like housing.

Drew Pounds

Mr. Pounds confirmed that CP was still working on how to meaningfully report results. He said that, for the most part, he worked with Ms. Lisch and Mr. Wheeler-Smith to gather data. He said he and other fiscal monitoring staff came up with an investment monitoring plan as the contract was being developed. Program staff told Mr. Pounds what data they had access to, and they identified categories on a spreadsheet, and included measurable results. He said his office asks the RPKC program managers what outcomes they are getting and what data they have access to that will be useful for measuring results.

Mr. Pounds said that currently, Haley Joseph, an epidemiologist, is the evaluator for the program and helped gather most of the data. She came on board later in the program. "Our goal is to collect measurements that will tell us if we did the work as planned and what we got out of it." He said it was difficult getting information out of CP: "This one's been a tricky one. Haley has spent a lot of time with the program trying to understand the data they're using so it will be useful. Simple things, like 'what does this number mean, when you report it next month does it mean the same thing, are there duplicates. A lot of work is being done to establish meaningful data."

Mr. Pounds said CP wasn't the only contractor that was challenged by data collection and reporting. For example, Rainier Beach Action Coalition's report had data that Mr. Pounds didn't even know how to use: a table with numbers inside and outside a cell, for example. He said it was not clear what the data meant. CP had similar challenges. He said he was only seeing the product after hours and hours of work by DPH to make the report something he could interpret.

Katoya Palmer

Ms. Palmer said that Ms. Lisch developed the criteria for reporting results. She said Ms. Lisch has been working on a model for a long time, and it's a nationwide endeavor. Ms. Lisch and Mr. Wheeler-Smith, she said, were responsible for how to set up this program. She said there were a lot of challenges in gathering and reporting information. She said it wasn't a question of what to report, but monitoring didn't really start until approximately August 2022. She said there were huge gaps in staff knowledge of how to document and how to populate reports. She said she was still working with staff on that.

Ms. Palmer said that it appeared that the RPKC contract was rushed in order to get money into the organization and to get things up and running. She felt there was not a lot of thought initially as to how the two organizations (King County and CP) would work together. CP had no financial or HR infrastructure. The largest contract CP had been involved in before the RPKC contract was the City of Seattle HSD contract, in which CP was the conduit of far fewer funds to two other organizations.

When asked what King County could do to improve this situation, Ms. Palmer said that when the County is contracting with a grass-roots non-profit organization, they need to evaluate that

organization’s structure. “There are people here who have never done this reporting before. The County should help bring us along. They understand our mission but if they could help get us equipped to fulfill the other side of the work, the administrative and financial side,” that would help ensure success.

David Heppard and Freedom Project staff

Freedom Project staff said that they did not receive technical support from King County but they didn’t feel they needed it. One staff member said, “We’re pretty grounded in that.” Another said, “We already had the infrastructure set up to manage reporting. It might have been helpful to receive input on what data to collect, but we figured out how to gather data. We send it to CP quarterly.” They said they have been doing this work for so long and have developed formal processes based on their understanding of what is significant and important to capture while also protecting the privacy of the community. But they also observed that “of late, with the County and City, there has been more space to have real conversations about what’s needed.” They said it was more “top heavy” in the beginning, with the County deeming who are the experts and what was needed. “There was some push-back initially, then there had to be some educating about what the process really looks like. But folks (at the County) were open to talking about how to make this process better. The plane was being built while flying it, but there were meetings for the collective to start getting feedback about what the folks on the ground really need.”

G. Fiscal Monitoring and Oversight

The RPKC contract requires that CP maintain a system of accounting and internal controls in accordance with generally accepted accounting principles. The large amount of funding should require robust oversight from King County. However, PHSKC has not conducted fiscal monitoring of RPKC funds or verified whether CP staff was adequately equipped and trained to account for and safeguard the funds.³²

There have been two site visits of CP that we have been made aware of, both conducted to monitor the Best Start for Kids (BSK) contracts within DCHS. As of the end of 2022, PHSKC had not conducted a fiscal review of CP’s management of RPKC funds, nor conducted follow-up to ensure the recommendations of the BSK site visits were implemented.

1. 2020 Fiscal Monitoring of CP’s management of BSK funds

On June 18, 2020, the DCHS compliance team conducted a site visit and a fiscal desk review to evaluate CP’s compliance with the terms and conditions of its contract #5999238, “Stopping the School to Prison Pipeline Strategic Plan” for the BSK program. They reviewed the period from January 1 to December 31, 2019.

The compliance team reviewed CP’s performance in both the Program and the Financial aspects of the contract.

³² Before DPH would approve CP’s invoices for payment, Byron Williams required that CP produce their general ledger (GL) with their invoices. But the GLs were not examined and few if any source documents, such as receipts, were produced.

a. Programmatic Findings and Recommendations

The compliance team identified two issues related to the programmatic component of the contract:

- Missing updated forms related to issues such as food allergies, transportation permissions with space for a guardian signature, and media release. The agency was in the process of updating their forms at the time of the review so the team did not impose any corrective action.
- Dates in participant files do not fully match reports. The contract's evaluation requirements include that CP "shall collect and report data according to the timeline and standards outlined [herein]." The compliance team reviewed four files. Two of the four contained dates that did not match CP's quarterly reports data. The corrective action required CP to submit an action plan showing how it will [update] the policies and procedures to ensure information from client forms will be entered accurately into reporting data. They were to submit this update within 30 days.

CP replied with details of how they addressed the date discrepancy.

b. Fiscal Findings and Recommendations

The team identified only one finding related to the fiscal component of the contract:

- Per Section IV of the contract boilerplate, "The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by (various regulatory agencies)." During testing of administrative expenditures, DCHS noted that the Agency does not have a methodology to allocate these expenditures between multiple programs.

Per Compliance Manager Linnea Limbach, since there was no administrative cost allocation, "they couldn't tell us what they were billing for their administrative costs."

The Corrective Action recommended by DCHS was that CP consider using an allocation methodology driven by activity-based costing. DCHS provided an example of how CP might establish an allocation base and encouraged them to find a method that worked best for them. DCHS asked CP to provide a corrective action statement as to how it planned to implement a method for allocating its administrative and shared costs within 30 days.

CP's response from its then-director of finance, Susana Tantico,³³ stated that CP follows the GAAP principles of accounting, and that they have implemented a new accounting system for non-profit fund accounting that allows them to "allocate by FTE or percentages as allowed in each grant for a specific line item." She said, "Administrative costs are often not specific line items, [but] we will allocate based on finance and admin cost monthly and calculating the FTE allotted by the grant."

³³ On May 16, 2023, Ms. Tantico pled guilty to embezzling approximately \$900,000 from Community Passageways and \$2 million from another non-profit.

On June 21, 2021, DCHS Compliance Finance and Grants Compliance Officer Carla Ikehara sent CP a letter accepting their response to the recommended corrective actions and stated that DCHS would close the item upon receipt of documentation from CP demonstrating CP had implemented the corrective action plan. They were to submit supporting documentation for the two most current months showing that CP used the FTE to calculate the administrative costs invoiced.

Although the former finance director told DCHS that they would comply, there is nothing more in the file reflecting that CP complied with the recommendation. Ms. Palmer, CP's current COO and finance director, said that the former finance director told the County that she would fix issues they pointed out, but she never did.

c. Follow-up of 2020 Fiscal Monitoring/Site Visit

There was no follow-up of the 2020 fiscal monitoring visit. The DCHS compliance team planned to conduct another follow-up review in 2021 but, according to Ms. Limbach, "We had no staff so we didn't finish." She said they have had a team of two people for many months.

Ms. Limbach said the initial 2020 review was part of their routine monitoring. DCHS' policy is to conduct a site visit every three years. The planned but aborted 2021 site visit was not intended as a follow-up of the 2020 review; rather it was a result of reports of potential conflict of interest issues alleging that CP's executive director Dominique Davis received payments from the King County Public Defender to form a security company for the sole purpose of contracting with the Public Defender. The DCHS compliance team was not able to follow through with the review because of staffing issues. It is not clear why someone felt there was a conflict, and Ms. Limbach did not have any additional details.

2. 2021 Fiscal Monitoring of CP's management of BSK funds

a. 2021 fiscal monitoring scope and results

In July 2021, PHSKC Finance and Administrative Services conducted a site visit to review CP's management of BSK funds. Specifically, they reviewed CP's internal controls and compliance with the terms and conditions of CP's contract #5602, Best Start for Kids, for the 2020-2021 contract years. The contract was for \$425,000. BSK Fiscal Contract Monitor Bryan Kim conducted the fiscal monitoring.

Prior to the site visit, the monitors examined several documents, including the BSK Contract #5602, Jan – Jun 2021 general ledger, 2020 GL, 2020 P&L, 2021 profit & loss statement, chart of accounts, FAR – CP BSK TIRP Budget Year 3 FSFORM, CP Organizational Structure, CP's financial policies – Draft, IRS 501(c)(3) designation letter, and CP's 2019 990 return. They also

sent CP a comprehensive pre-site visit assessment with a significant number of questions regarding their system, internal controls, management, and other pertinent areas.

The fiscal review identified several issues and recommended corrective actions, including the following:

- CP's financial policies and procedures lack a formal approval process for purchases and cash disbursements.

Two of the three disbursements examined were not approved by an authorized approver.

The Director of Finance (Ms. Tantico) entered and approved an electronic payment to herself, with no authorized approval for the disbursement.

CP did not have a complete Financial Policies and Procedures manual.

The Corrective Action for this finding was that within 30 days, CP was to provide the BSK fiscal contract monitor with a written draft of the proposed policies and procedures regarding purchases and disbursements and ensure that they cover roles & responsibilities; authorized approvers and limits; documentation requirements; and process flow.

- Weak internal controls in the cash receipt process.

The review team found that CP's cash receipts process lacked separation of duties. The accounting assistant opened mail, entered cash receipts into the accounting system, and performed the cash reconciliation. They were directed to correct the lack of separation of duties.

- Institute additional internal controls around vendor maintenance.

In the same vein, there was a lack of separation of duties in the vendor process. The accounting assistant processed new vendors, added or edited them in the accounting system, and processed the accounts payable payments. This created a risk of manipulation of vendor data in order to create phantom vendors. They were directed to correct the lack of separation of duties in the vendor maintenance process.

- Implement a subrecipient contracting process that meets King County requirements.

CP was unable to provide a copy of the agreement it had with its subrecipients. CP did not perform checks for suspension or disbarment (from working with the County), nor did

it include the flow-down requirements in its subaward agreements. CP did not have a monitoring plan and/or documentation of having monitored the subrecipients.

- Implement a process to review transactions for completeness and accuracy.

During the review, PHSKC discovered a duplicate transaction that went undiscovered until PHSKC reviewed one of three disbursement samples and notified the agency of the duplication of mileage reimbursements recorded in the accounting system.

b. CP's response to the findings and corrective actions

On November 10, 2021, CP's then-director of finance (Ms. Tantico) responded with assurances that CP would implement the corrective actions recommended by the fiscal monitors, as follows:

- The agency's financial policies and procedures manual would be completed by the end of 2021. It would go through board approval and include purchasing and disbursement roles and responsibilities, and authorized approvers with limits.
- CP would "do our best to practice separation of duties in all areas of finance."
- CP would implement controls with Vendor Maintenance.
- A grant manager would be creating sub-agreements with CP's current partnerships with the schools.³⁴ The agreements would include the information requested by the monitors.
- She said CP had a process in place to review transactions and that "Finance will make sure all adjustments and voids are done timelier."

According to the current COO/Director of Finance Katoya Palmer, the former director of finance told the County that CP would correct the weaknesses and issues they identified, but she never actually followed through. Ms. Palmer mentioned the "pre-audit" in "September 2021," and said there were a lot of recommendations that were never implemented.

Ms. Palmer said she has worked hard for the year she's been at CP to create a viable finance department. She said, "We are finally at a place where I can say that I'll have a fully functional finance department by summer 2023." She said they would formally release an outline of (financial and internal control) policies and procedures (requested by the BSK fiscal monitors in October 2021 and which the then-finance director promised she would provide.)

Ms. Palmer has made several changes, including identifying tasks CP can outsource, such as vendor management. She said she will hire a financial manager. She said she is highly confident in CP's ability to be able to administer grants, but "we have to catch up." She said she is in the process of getting 2021-2022 rebuilt so she can hire a formal financial audit of their financial statements, and said CP was working with the accounting firm Clark Nuber. She said

³⁴ The BSK contract work was conducted in schools, and in cooperation with schools, in an effort to work with at-risk youth.

formal audits of the agency will be completed by late spring. She said they need to catch up on taxes, but said, “I’m excited about where we are.”

Ms. Palmer said that lack of adequate recordkeeping was the reason for the difficulty getting invoices and back-up documentation to the County. She said, “They weren’t prepared for this amount of administrative work. The embezzlement and embezzler are the key to our difficulties. She (the embezzler) created separate accounts. Reports were non-existent, and those that existed weren’t accurate. We were a mess for most of last year (2022).”

c. Follow-up of 2021 BSK Fiscal Monitoring/Site-Visit

The BSK contract with CP ended before the fiscal monitoring team was to return to conduct a follow-up site visit, so there was no verification that CP had complied with the corrective actions they pledged to implement. There has been no fiscal monitoring of the RPKC funds (as of the end of 2022).

d. The RPKC grant funds were not monitored until after the embezzlement

It does not appear that the results of the July 2021 BSK fiscal review were shared with the people involved in monitoring the RPKC funds. According to Mr. Cantara, the frequency of required reports depends on the quality of the contractor’s internal controls and how much trust the County has in them. He said Financial Compliance and Grants Manager Susan Harris would work in partnership with the program leaders to determine the quality of internal controls and level of risk. He said they should have received a form 990 and financial statements at the outset, which would help the contract overseers, in partnership with Ms. Harris, to assess CP’s level of risk. He said Ms. Harris would be brought in if something didn’t look right in the documentation about the contractor’s internal controls, not about specific line items. He said she would be involved in any site visits.

CP did not come to Ms. Harris’s attention until a meeting in mid-summer regarding the CP embezzlement. (*see section below*).

Ms. Harris said that there are seven divisions under Public Health, and her office has been working for several years on developing best practices for monitoring all of the contracts. This has involved collaboration across divisions, and as a team they have created a process for monitoring and maintaining results in a database accessible to all pertinent parties. They have implemented their monitoring process for some performance contracts like Best Start for Kids and a few others. But Ms. Harris said they only recently started collecting financial information from CP. (In fact, the newly created repository for information from or related to contractors has a folder for CP but there are no documents within the folder.)

Ms. Harris said that after they became aware of the embezzlement, she was asked to attend a meeting with program managers from the City of Seattle and the County, Mr. Gedeon, PHSKC’s CFO, and others. The purpose was to review CP’s recovery plan and identify the team that would work with CP going forward regarding their recovery plan. Ms. Harris said, “We agreed on their recovery plan and provided collective thoughts on how to move forward.”

Ms. Harris said she has not been involved in working with CP to tighten their internal controls. She said, “I don’t think anyone in the County did.” She said, “Prior to the embezzlement we

didn't have any involvement in those contracts. We oversee that they're following department procedures. But now, after Covid, we're going back to do samplings of contracts."

Ms. Harris said she had only met the RPKC program manager, Ms. Lisch, in early December 2022, and that starting in 2023 they will start monitoring CP to ensure they're following the new procedures for providing timely financial information.

3. Embezzlement at Community Passageways

Ms. Palmer came to CP in February 2022. She said that on her ninetieth day there (May 19, 2022), the FBI showed up and told them they had been the victims of embezzlement. The FBI said they had identified the person as having embezzled from another entity before CP.³⁵ Ms. Palmer said it did not appear that anyone at CP was aware of the embezzlement before the FBI visit. She said there was one prior incident with this person relating to a transaction she had made (possibly a disbursement to herself without approvals), but "everyone trusted her word." The perpetrator embezzled approximately \$900,000.

Ms. Palmer said that prior to the FBI's visit she had already determined that something was wrong with CP's books and she began looking for someone who could come in and help her improve the system. She did not find "reports, reconciliations, check registers, etc. Lack of recordkeeping has been an obstacle."

Ms. Palmer said CP was very transparent with the County about the embezzlement. She said she communicated mostly with Ms. Lisch and that Ms. Lisch was aware of what was going on. Ms. Palmer said the pressure to submit invoices was still there, but she said she wasn't going to submit them until she knew they were correct. She said, "I was transparent with her."

When asked if the County offered to help, Ms. Palmer said, "I don't think there was help to be had. But Dom [CEO Davis] has been vocal about asking for help in the community and with the County. I've gone to conferences about improving financial systems, etc. I was surprised that there was a lack of support, no referrals (to organizations that could help them). If I can get \$150,000 grant for a creative campaign, why can't I get a grant to [fix our infrastructure]?"³⁶

When asked if anyone from the County had come out for a site visit regarding the RPKC contract, Ms. Palmer said, "No, there's not much concern about our financial recordkeeping. But I saw red flags from the beginning. I think if they'd held us accountable to be proper fiduciaries, we could have avoided these problems." She added that she did not mean for the County to come out "in a punitive way," but with the intent to help CP set up their systems, build their infrastructure, and identify areas for improvement.

Mr. Gedeon pointed out that it is unlikely that a County examination of the RPKC/Community Passageways accounting would have caught the embezzlement before the FBI brought it to light. The contract did not take effect until mid-summer 2021 and a meaningful examination

³⁵ Ms. Palmer was not comfortable naming the perpetrator, but she said this person was hired by CP in 2020, before the RPKC contract, and indicated that she was responsible for the lack of adequate recordkeeping. The name of the perpetrator became public in May 2023.

³⁶ Before joining CP, Ms. Palmer had received a \$150,000 County grant for the "Love Campaign," a creative community endeavor.

would not have taken place until the program had been up and running for a while. He said, “We normally don’t go in at the outset and do a full-capacity review.” Additionally, the entire monitoring process can take many months. But Mr. Gedeon said that a more robust examination of CP’s accounting system in prior monitoring efforts, and follow-up on those efforts, may have revealed weaknesses that would impact CP’s ability to safeguard the RPKC funds. He also said that after a contract is issued they try to do a review of a contractor’s infrastructure and their need for capacity-building. He thought they may have been able to identify that sooner.

H. Leadership and Decision-Makers

1. History of ZYD leadership

ZYD was charged with overseeing the work of the RPKC program. They, with input from other staff and community leaders, established the terms of the initial contract, including the scope of work. They identified necessary training based on recommendations from experts from around the country, and they facilitated most of that training. Mr. Wheeler-Smith drew on his years of life experience and history of community work to help design a program that would meet the urgent gun violence situation in King County. Ms. Lisch drew on her 20+ years of experience in this work and on the expertise of her peers in other, more established programs, to help design and direct the RPKC work. Mr. Jimerson offered his experience as a credible messenger and formerly incarcerated individual, and on his years of re-entry work for formerly incarcerated individuals. ZYD staff provided input on who CP should consider for its staff and sub-contractors to further this work. Dominique Davis had worked for many years in community-based felony diversion and related work, and he was well known and respected in the community. The leaders of the five (and later, more) organizations brought in as part of the collective all had a history of community-based work in their own right, independent of the collective. At Mr. Wheeler-Smith’s direction, ZYD staff participated in getting the program up and running, working hands-on with the RPKC contractors.

2. Flux in leadership in late 2021/ 2022

In or about late 2021, ZYD Director Wheeler-Smith and another key ZYD employee left to work with the City of Seattle. This left Ms. Lisch and Mr. Jimerson to handle the hands-on management of the RPKC contract. Ms. Lisch said there were two people to handle work that, in similar jurisdictions, would be performed by a 50-person team.

CP’s Ms. Palmer said that, in addition to their financial recordkeeping difficulties and the embezzlement, “the County was in a flux of leadership as well.” “Derrick and Fahima’s [the other key employee] leaving was big.” Both had worked with CP on the project, and Ms. Palmer felt the communication between CP and the County was better when they were there. She said that after they left, Mr. Jimerson and Ms. Lisch were “juggling multiple tasks.” Ms. Palmer dealt mostly with those two, but a few other County staff were involved in various aspects of their work, including PSB’s Marcus Stubblefield and Mr. Gedeon. But she said, “For the first 6 months I was here [approximately February – July 2022] it was Eleuthera and Will, and mostly Eleuthera.” Ms. Palmer had been in meetings with Mr. Jimerson only a few times. “I could count on one hand” the number of times she met with Mr. Jimerson. She met with Ms. Lisch far more often.

Since late 2021, after Mr. Wheeler-Smith left, Ms. Lisch was essentially the de facto program manager.

For a period of time there was a void of leadership at CP as well. Mr. Davis was on sabbatical for several months in or about late 2021 and/or early 2022, and Ms. Lisch and Mr. Jimerson “had a lot of input.” Ms. Palmer, who was also new to CP as of February 2022, considered some of ZYD’s involvement as “overstepping boundaries.” She said, “For example, Eleuthera would submit an invoice to us for someone and we were expected to pay it. Some of the training bills she submitted were for personal peers of hers whom she’s worked with for years. She would also submit invoices from small vendors for things like food and clothing.” Ms. Palmer felt that this type of intervention was overstepping boundaries and she said she had to make a concerted effort to move them out of being day-to-day at CP.

Ms. Palmer said she has combed through some of the staff they’ve hired that were direct recommendations of Mr. Jimerson or Ms. Lisch. She said that Mr. Davis told her several of the sub-contractors were recommended by Mr. Jimerson. “They had contacts they’d try to bring into CP, it was a lot that way at the start. But last March I set up a hiring process and no one can be hired without going through my process: application, references, interview references, conduct a background check, etc.” She said before then, things had been “pretty open around here.” (It should be noted that Ms. Lisch recommended that Ms. Palmer apply for the CP position.)

Ms. Palmer felt that there were a lot of things that should have been scaled back, in part because there was no consistency after Mr. Wheeler-Smith left. She felt that minor details about contract management fell through the cracks after he left. She did not provide examples but considering the leadership changes at ZYD and Mr. Davis’s absence for a period of time, and Ms. Palmer being newly hired in early 2022, she felt there was a lot of inconsistency in the management of the project. She also said that when Mr. Wheeler-Smith left and ZYD leadership changed, communication between CP and ZYD was not as “smooth” as it had been.

Ms. Palmer expressed a concern about the make-up of County staff working with them. She did not go into detail but commented that sometimes it felt like “people of privilege working with the marginalized community.” She said that, for example, in a school environment they use the term “education gap.” In this case, “We’re doing high level work that for some people in the community who want to do this work, [it’s the equivalent of] needing a doctorate. Not literally, but there’s a lot to understand.” She felt this “gap” in experience and/or training for some members of the community who want to do this work might not be fully understood by some of the County leadership.

I. Community Passageways Infrastructure

1. Contract requirements and CP’s challenges

The RPKC contract requires that CP maintain a robust accounting system and internal controls in accordance with Generally Accepted Accounting Principles (GAAP) and Financial Accounting Standards Board (FASB). It establishes a long and specific list of financial tracking, invoicing, and reporting requirements. It also requires that CP gather a significant amount of data regarding results and report on it in a manner that allows stakeholders to evaluate the contractors’ performance and the results of the work. Some of the reporting requires matrices and narrative reports regarding the various components of the work.

A significant challenge to this requirement was that neither CP nor the sub-contractors had the infrastructure, including accounting systems and trained personnel who could perform those types of administrative duties. CP did not have a robust system of internal controls or accounting, and in fact were victims of an embezzlement by a key staff member of their finance team. The embezzlement had gone undiscovered since before the RPKC program, and no one caught it until the FBI notified CP a year after the initial RPKC contract. To this day, CP and the sub-contractors have had difficulties maintaining, gathering and reporting on meaningful and reliable data.

2. Recommended solutions from various parties

Katoya Palmer

Ms. Palmer said, “CP was given a lot of money without infrastructure.”

She said the RPKC contract is the largest one they’ve had. “CP was already doing community safety work. It appears that the RPKC contract was rushed, rushing to get money into the organization with not a lot of thought on how the two organizations would work together.” She said there was no financial or HR infrastructure at this organization, and the largest contract before this was the HSD contract with Seattle.

Ms. Palmer said that when the County is contracting with a grass-roots non-profit organization, they need to evaluate that organization’s structure. “There are people here who have never done this reporting before. The County should help bring us along. They understand our mission but [it would help if] they could get us equipped to fulfill the other side of the work, the administrative and financial side.” She also said some (workers) consider the structural aspects of this work to be oppressive, including the financial and reporting requirements and the administrative part of this work. “Community workers need to understand that it is a necessary part of this work.”

Linnea Limbach

Ms. Limbach, the BSK Compliance manager, said that the influx of funds has made it more difficult to ensure compliance. She said the County has not hired compliance staff to keep up with the large body of work and volume of money. The goal is to get out in the community to meet the need, but organizations might not have the infrastructure to handle that influx of money. Ms. Limbach recommended that the County provide technical assistance to the organizations to help them handle the financial and compliance side of this. “We do that when we monitor, we tell them how to improve their internal controls, separation of duties, how to improve their accounting system. The problems are two-fold: 1) make sure the organization can handle this influx of money before you give them the money: look at their internal controls and accounting system, policies, what is their infrastructure to handle this influx of money; and 2) on the back end, have people to monitor to make sure all costs are allowable and that everything is being accomplished per the contract.”

Eleuthera Lisch

Ms. Lisch said that the County was evaluating how it is contracting. “Are we putting an unfair burden on a small group in the community? We’re looking at best practices around the country. For example, we’re looking at having organizations that are not involved in the work provide fiscal oversight and whether that is a better role model.”³⁷

Anita Whitfield

Ms. Whitfield, chief equity and inclusion officer in the Office of Equity and Social Justice (ESJ), said duties like accounting for funds and hiring are administrative responsibilities that go along with working with the County. She said ESJ’s grant-making process for obtaining Federal funds was very onerous. “But we’re also providing technical assistance. They need support, technical assistance and capacity building. I think this is a fruitful and important piece, we may not be doing the best that can be done. It’s a need that we have to address ultimately. Providing funding is one part and increasing the capacity of these organizations is another. That part is not pinned down yet.” She said that it is “critical and fair” to provide technical assistance to firms that will be receiving government funds. “Organizations are already overburdened, understaffed, underfunded, and it’s unreasonable to expect that overnight they’ll be experts in our processes and requirements. We need to look more closely at our administrative processes.”

Drew Pounds

Mr. Pounds, executive analyst for the Office of Performance, Strategy and Budget, whose responsibilities with the Regional Gun Violence (RGV) program are budget analysis and investment monitoring, said, “We don’t make it easy on these groups.” He said CP does not have the infrastructure to report the data required by the contract. He said, “These organizations have been underfunded historically, and now [they receive] this big influx of funding.”

Mr. Pounds said RGV faced many challenges not only working with underfunded partners, but also when we got more funding, we gave it to them in increments over two+ years. It’s harder for them to manage without knowing what their three- or four-year plan will be.”

Mr. Pounds added that his group has had challenges obtaining consistent, reliable operational data from CP, but he said that’s happening County-wide. For that reason, he said, they have developed a program called Grant Application Capacity Building (GACB), which is a County investment to help organizations strengthen their infrastructure. It helps organizations understand, for example, how to collect and analyze data and how to develop reporting measures. With this program, he said, there is no service delivery component. It is intended to help them build their capacity so they are ready to respond when an RFP comes up. The goal of the program is to build out infrastructure through direct aid from the County ahead of any service delivery. He said that CP was not a recipient of this program, but if they had been five years ago, that might have made a big difference.

J. How the Department of Public Health Deals With Potential Conflicts of Interest

1. County Code of Ethics definition of Conflicts of Interest

³⁷ This has been implemented by the County.

K.C.C. 3.04 is King County's Employee Code of Ethics. Section 3.04.030 addresses conflicts of interest, and it states, in part, that a County employee shall be deemed to have a conflict of interest if the employee directly or indirectly:

- Is beneficially interested or has a substantial financial interest in, or accepts any compensation, gift or thing of value from any other person beneficially interested in, any contract, sale, lease, option or purchase that may be made by, through, or under the supervision of the employee, in whole or in part.
- Accepts or seeks for others, any employment, travel expense, service, information, compensation, gift or thing of value on more favorable terms than those granted to other county employees or the public generally, from any person doing business, or seeking to do business, with the county for which the employee has responsibility or with regard to which he or she may participate.
- Accepts, any favor, loan, retainer, entertainment, travel expense, compensation, gift or other thing of value from any person doing business or seeking to do business with the county when such an acceptance may conflict with the performance of the employee's official duties. A conflict shall be deemed to exist where a reasonable and prudent individual would believe that it was given for the purpose of obtaining special consideration or to influence county action.
- Participates in, influences or attempts to influence, the selection of, or the conduct of business or a transaction with a person doing or seeking to do business with the county if the employee has a substantial financial interest in or with said person.
- Enters into a business relationship outside county government with any person with regard to a matter for which the employee has responsibility as a county employee.

Section 3.04.37, Duty to Notify Supervisor:

- Any employee who becomes aware that he or she may have a potential conflict of interest which arises in the course of his or her official duties shall notify in writing his or her supervisor or appointing authority of such potential conflict.
- Upon receipt of such notification the supervisor or appointing authority shall take action to resolve the potential conflict of interest, including but not limited to designating within a reasonable time an alternative employee to perform the duty which is involved in the potential conflict. The disposition of the potential conflict shall be stated in writing in files maintained by the supervisor or official.

The Terms and Conditions of section #14 of the RPKC contract state that CP will comply with applicable provisions of K.C.C. 3.04. Failure to comply shall be a material breach of this Agreement.

2. King County HR Policy on Employment Conflicts of Interest

King County's HR Policy on Employment Conflicts of Interest focuses on relatives working together at the County. It states, in part, that the County welcomes the opportunity to hire and retain qualified employees who are related to one another. However, when relatives work together it may create the appearance of or actual conflicts of interest or favoritism. Certain employment situations involving relatives are prohibited by the County's conflicts of interest rules. The general rule is that it is permissible for two relatives to work in the same department, agency or division, as long as there are no business or job-related conflicts of interest. It is not permissible for one relative to supervise or make employment-related decisions about the other relative.

3. Examples of professional or personal relationships in the RPKC program

A conflict of interest does not exist simply because a staff member knows or has worked with a contractor in the past, or even if there is or was a more personal relationship between the two.

We have been made aware of several instances of County staff knowing or being related to someone in leadership at one of the RPKC contracted agencies, or people in the agencies knowing each other. Even the current King County Prosecutor, prior to becoming the prosecutor, was on the board of Choose 180, and when she left that position, the current Chief of the Juvenile Division took her place. There are ample examples of people knowing people who are working in this field, and even people in the County recommending people they know to work in the RPKC. None of the instances brought to our attention appeared to present a fiduciary risk or to put the work of the program in jeopardy. Some of them appeared to benefit the program. In some cases, the relationships have facilitated smoother communication between the organizations and County staff.

In the one instance where there was potential for the relationship to put the program's finances at risk, the County ensured all pertinent staff and management was aware of the relationship and moved financial and contract management responsibilities from the employee to other staff, in accordance with KCC 3.04.37 cited above. (*See the first item in the list of examples below*).

Mr. Gedeon said that an "important threshold for conflicts of interest is whether something could be compromised financially. This is a small community and people have friendships and connections. If a relationship doesn't impact the County's business we rarely look at it unless someone lodges a complaint. Ethnic and racial communities within Seattle are small and there are more chances of having relationships with a lot of people in the community. It would be very hard to take all those relationships into account."

Mr. Jimerson, a temporary term-limited ZYD staff member and part of the RPKC team, said, "Nobody's doing anything wrong, everyone's doing their best. I see the importance of working together rather than everyone running off and doing their own thing. People in a vulnerable population, marginalized, sometimes people spin things in the wrong way." He said that if there ever is a conflict there is a way to talk about it, but there's "no existing conflict just because CP and I work in this effort, or other organizations work in this effort. It's easy to look at people like us and create a narrative that's not true."

Mr. Jimerson, who has known several of the community leaders and workers in re-entry services, alternatives to juvenile detention, and similar work, said that in the beginning stages of developing the RPKC, he had input into identifying whether a particular sub-contractor had the

capacity to do the required work. He said there were several organizations that didn't work in a strategic way with that population. "I knew the organizations and I was able to say which ones could do the work." He said, "I know a lot of these guys from the work." Mr. Jimerson did not have a fiduciary responsibility over any of the contractors in the program.³⁸

Examples of relationships and connections in the RPKC program include the following:

- The one instance of potential financial risk to the County and to the program involved ZYD Director Wheeler-Smith. Mr. Wheeler-Smith disclosed to Mr. Gedeon early in the discussions about RPKC, that the executive director of Community Passageways, Dominique Davis, was his brother. Mr. Gedeon sent a letter to all involved staff disclosing the relationship. In the letter, he set forth how the potential conflict of interest would be handled. He established a chain of command in the management of the RPKC contract that took Mr. Wheeler-Smith out of the loop. Mr. Wheeler-Smith was still involved in the general efforts to reduce gun violence and still had many dealings with CP and other stakeholders, but he was removed from managing the contract, approving invoices, or having any authority over anything of a financial or fiduciary nature.

The letter that Mr. Gedeon sent to staff stated the following:

"Situations of real or perceived conflicts of interest come up regularly in Public Health as many of our staff have strong connections with work in the community. Our process is to review the situation together, develop a way forward, and then document it in an email or memo. Below is the way forward in this situation." The email gives a background of the contract award and the program. "While Derrick will continue to lead the overall Regional Gun Violence initiative, the approach outlined above changes oversight of the contract from Derrick to Michael Gedeon. Michael will meet with Will Jimerson regularly to support contract management."

Mr. Jimerson would manage the contract with CP, including administration and compliance monitoring, and report directly to Mr. Gedeon, not to Mr. Wheeler-Smith.³⁹

Mr. Gedeon said, "It was awkward in terms of optics, but work was happening in the community with this group of organizations independent of Derrick's relationship with Dom. They happened to be two prominent men in the community working on community safety issues. The email is the most formal documentation of that."

FASD Manager and Division Finance Manager Byron Williams is involved in contracts, accounts payable, accounts receivable, grants, some HR matters, and budget. He said he became directly involved in the RPKC contract because ZYD Director Wheeler-Smith

³⁸ Mr. Jimerson's relationship with the executive director of Freedom Project will be addressed further in this report.

³⁹ By the end of 2021, Ms. Lisch was in the role of program manager, and Mr. Jimerson handled tasks such as setting up meetings and training, pre- and post-training evaluations, locations of training, catering arrangements, and making sure people had meetings on their calendars, attended shots fired meetings and other duties.

was related to the executive director of CP, Dominique Davis. Mr. Williams said it was a conflict for Mr. Wheeler-Smith to work with Mr. Davis, and so the County put safeguards in place to deal with the conflict. Mr. Williams' involvement was "beyond the scope of what" he normally does, but they brought him in to mitigate the potential conflict of interest. He received CP's invoices from ZYD, ensured there was adequate supporting documentation, and performed other duties not normally in his purview.⁴⁰

Initially, Mr. Jimerson was appointed to receive CP's invoices, verify that the work had been completed, and forward the invoices to Mr. Williams and his team for processing. CP was delinquent in sending invoices (except perhaps an initial one early in the contract) until approximately December 20, 2021, when they sent invoices for October and November. On that date, Mr. Jimerson forwarded the invoices to Mr. Williams, Mr. Gedeon, and several others, stating that the invoices had been approved. It appears that Mr. Williams asked Mr. Jimerson to request supporting documentation from CP, and in a subsequent email Mr. Jimerson forwarded a general ledger to Mr. Williams. Later, on January 6, 2022, Ms. Lisch also forwarded the same invoices to Mr. Williams, saying that she had reviewed and approved the invoices. From that point forward, Mr. Jimerson did not receive invoices or have any involvement in the invoice approval or payment process. The review and approval of CP's invoices became Ms. Lisch's responsibility.

Even though Mr. Wheeler-Smith was not managing the contract or approving invoices, he was involved in the RPKC program work and training. CP COO Palmer reported that Mr. Wheeler-Smith had facilitated smoother communication between CP and the County because of his relationship with Mr. Davis, and that his leaving (in late 2021) impacted the work dynamic.

- In late 2022, a KUOW reporter raised a concern that the chief of the Juvenile Division of the KCPAO was on the board of Choose 180, a sub-contractor in the RPKC initiative and a long-time provider of services to youth at risk of becoming involved in the criminal justice system. The chief, Jimmy Hung, provided the reporter the following explanation for his involvement in the program:

I joined the board back in 2013 (I don't recall the specific month). I succeeded Leesa Manion on the board and the board service was approved by then Prosecuting Attorney, Dan Satterberg. There were no limitations placed on my board service by Dan understanding that any service would be guided by my ethical obligations as a member of the Washington State Bar Association and also ethical obligations as a fiduciary to the NGO. I have not had any specific discussions with my current county prosecutor, Leesa Manion, but I understand that she supports my continued service on the Choose 180 Board of Directors.

Some historical context could be helpful to understand the rationale and how we got here. Choose 180 was previously known as the Community Leaders Roundtable of Seattle (CLRS). The non-profit, CLRS, was formed by Doug Wheeler who at the request of his friend, Dan Satterberg, developed a diversion

⁴⁰ Mr. Gedeon explained that ZYD is a program within the Office of the Director of Public Health. As finance manager, Mr. Williams' team supports the Office of the Director and for this reason he was assigned to oversee the invoicing process to mitigate the potential conflict of interest.

program for juveniles that launched in July 2011, known as the “180 Program”. CLRS was served by an advisory board. Given the close partnership with the KCPAO, Doug Wheeler asked that a member of the PAO serve on their board. I believe that is when Leesa joined the board. Since then, CLRS applied for and was granted 501(c)(3) status and our first Executive Director, Sean Goode, was hired approximately 6 years ago. Under Sean’s direction and leadership, CLRS was rebranded into Choose 180. Over the past 6 years, Choose 180 has grown in its reach and scope, to include serving young adults and children at risk of criminal legal involvement, but not yet referred.

During my term of service on the Choose 180 board, I have always been mindful that the prosecutor discretion to charge or divert directly impacts the core mission and vision of the NGO. Some might see that this poses a conflict, but it is precisely this connection and partnership between prosecutor and community that birthed the organization to begin with. Under Dan Satterberg, and now Leesa Manion, the KCPAO supports diversion of children out of the criminal legal system when appropriate. That is in alignment with the Choose 180 cause, so I don’t see a conflict. Although Choose 180 has been awarded grants through our county RFP process, I, nor any member of the KCPAO to my knowledge, have ever participated directly in any county RFP where Choose 180 was a potential grantee. Additionally, I have never been notified by any county agency or entity that my service as a board member posed any concerns as it pertains to Choose 180 applying for and being awarded grant funding.

I will share, though, that there was one instance where I determined that my role as the Chief Juvenile Deputy and serving in a specific role on the Choose 180 board could pose a conflict, specifically with my fiduciary duty towards the organization. Several years ago I was nominated by my board peers to serve as the Chair of the Board. After reflection, I declined the nomination because I did not believe it was in the best interest of Choose 180 to have a person in my professional role be the leader of the organization. I worried that it could potentially create credibility and validity concerns with certain community groups who already had concerns with Choose 180’s connection with system players.

Neither Mr. Hung, Ms. Manion, nor anyone in the KCPAO had any role in awarding contracts under the RPKC program.

- CP’s COO Katoya Palmer said that she had worked with Ms. Lisch, program manager of the RPKC project for ZYD, when Ms. Palmer had obtained a grant for a creative project with the County in or about 2021. She said Ms. Lisch encouraged her to apply for the position she now holds with CP.
- Some sub-contractor staff share last names with others involved in the program. The executive director of Freedom Project has the same last name as FP’s HR Director. The founder of Choose 180, Doug Wheeler, has a similar name to Derrick Wheeler-Smith.⁴¹ It is known that Mr. Wheeler-Smith and his family have a long history of working in the

⁴¹ According to Mr. Hung’s email to the reporter, Sean Goode has been the director of Choose 180 for the last six years.

community. Several of the individuals involved in the project, on the County side and among the contractors, knew each other in prison, and some recommended others to become involved in this project because they knew them to be credible messengers.

- The DCHS Compliance manager reported that her office was going to conduct a review of CP in 2021 because of allegations of a conflict of interest involving Dominique Davis. He had allegedly received payments from the King County Public Defenders to create a security agency that would provide services to the KC Public Defender. DCHS could not conduct the review because of lack of staff. It is not clear what the alleged conflict of interest entails. CP has not received significant payments from the Public Defenders, and further investigation is not within the scope of this assessment. The Freedom Project did receive significant payments from the Public Defenders, DCHS and other King County agencies. It is not uncommon for the entities involved in this work to have multiple contracts with different agencies at King County and the City of Seattle.
- ZYD Community Facilitator Will Jimerson and Freedom Project Executive Director David Heppard had served time in prison together beginning when they were teenagers, and maintained their association when they both were released and worked in re-entry and alternative youth detention work. Their work intersected on several occasions, including in providing services to mutual participants, and in meetings with local officials and community organizations on various initiatives and projects. They and several other former inmates and community organizations shared a mailbox address. Ms. Lisch was aware of the history between the two and she had no concern. It should be noted that Mr. Jimerson had no involvement in financial matters involving, directly or indirectly, Freedom Project and the RPKC program. Freedom Project has had several contracts with King County, none of which involved ZYD or Mr. Jimerson other than as a sub-contractor to CP on the RPKC contract.⁴²

K. Background Investigations

On October 2, 2022, KUOW reported that a convicted sex offender was running a King County-funded youth program.⁴³ The reporter had received an anonymous tip that the executive director of Renegades for Life, one of the five sub-contractors for the RPKC program, was a convicted sex offender. The reporter confirmed that Saleem Robinson had been convicted twice for public masturbation, and that he had lied about his educational and professional credentials. Renegades for Life works exclusively with young people, according to their website and other sources.

When this came to light, CP terminated Renegades for Life's involvement in the program. But the reporter raised concerns about whether background checks should be required for those working with this program. Indeed, a criminal background check may have uncovered the information about Saleem Robinson. A reference check would have uncovered that Mr. Robinson did not have the educational and professional credentials he claimed. Further, a

⁴² A reporter received an anonymous complaint that there was money exchanged between the two. There were no details to support the allegation. This was not within the scope of this assessment, but the County is aware of it.

⁴³ "Why is a convicted sex offender with false credentials running a King County-funded youth program?" Oct. 2, 2022, KUOW reporter Ann Dornfeld.

background check may have revealed information about the CP staff member who embezzled significant funds from CP. Conversely, the program’s backbone premise is to engage community members who have experience with gun violence and the criminal justice system to work in the community and with community members who may commit gun violence or be subject to gun violence. They actively seek “credible messengers” to work with at-risk youth and divert potential gun violence.

Mr. Heppard of the Freedom Project said that the organizations selected for this program were already in the community doing this work, and “the community already vetted the people doing the work.” He said, “Our community does our vetting and lets us know who should or shouldn’t do the work. They know who’s causing harm and who’s helping.” He also understood that there was a process to select the people working in the program. He said, “Everyone wants to get this right.”

There is some debate among stakeholders about the efficacy of background checks versus the potential message it may send to the community. King County responded to the concerns by working to develop a specific strategy for this program, to be extended to all community service contracts. The language they will incorporate into community service contracts going forward is as follows:

King County recognizes that, in order to provide the most impactful services to the community, it is crucial for contractors to include credible messengers on their staff and the staff of approved subcontractors. Credible messengers often include people with lived experience who have endured homelessness, victimization, emotional or physical violence, or interactions with the criminal justice system. To promote our shared need to allow for credible messengers while also ensuring that communities do not experience harm as a result of this Agreement, the Contractor must perform background checks on all employees and volunteers who will or may have unsupervised access to children under the age of eighteen, a vulnerable adult as defined in chapter 74.34 RCW, or a vulnerable person as defined in RCW 9.96A.060, and to require the same of its subcontractors who perform work under this Agreement. The Contractor will evaluate the results of the background check and use its reasonable judgement to determine whether an individual should perform work under this Agreement.

It is not customary to conduct background checks in this type of contract.⁴⁴ But when people will be working with youth or vulnerable adults, it is common in public entities to check for history that might impact the safety of the participants.

IV. CONCLUSIONS AND RECOMMENDATIONS

⁴⁴ The Gates Foundation, for example, sees the goal of background checks as evaluating factors like security, fiduciary, trustworthy, reputational risk. But they feel background checks don’t really get at these things. They feel other forms of due diligence are more effective. They also feel background checks are exclusionary, only a snapshot in time. They evaluated what good purpose and negative purpose they were serving, and how to properly manage all the personal data they were generating. As a result, they do not require background checks in their grant funding contracts and rely on due diligence to hire the best contractor.

Based on the detailed facts presented above, we offer the following conclusions and recommendations.

A. RPKC Contract Requirements and Deliverables – Are They Sufficient and Are They Being Met?

1. Conclusion

The program requirements and deliverables have been evolving as needs are identified and issues are ironed out. The second amendment to the contract, in May 2022, contains a detailed list of deliverables expected of each party, and provides a roadmap for how those deliverables should be measured. The deliverables appear to be sufficient, and it is probable that they will continue to evolve as additional needs are identified. A key to the successful development of a program such as this is the highly experienced and dedicated staff in both King County and the community organizations. They are focused on making necessary improvements in order to make the program an effective deterrent to gun violence in the region.

2. Explanation

Much of the work in the beginning stages of the project involved a significant amount of professional development, training and capacity building. At the same time, emphasis was placed on establishing teams of “violence interrupters” who could respond to critical incidents immediately. As the program has evolved, the deliverables have been amended and increased to meet the needs of the community, including a heightened emphasis on meeting basic needs of those affected by gun violence, such as food, clothing and shelter, and trauma and behavioral counseling. The program teams are still working together to establish an effective way to identify meaningful data, gather it, analyze it and report on it in order to evaluate whether the goals are being met.

The RPKC program was developed out of an emergent need in King County to prevent gun violence. It was developed not only with the expertise of this community and King County and City of Seattle staff, but also from the trial and error, and experiences, and resultant expertise of many communities and local governments across the country over the last 25 years. For the last 10 years, at least, King County has worked to understand and address the epidemic of gun violence. A significant amount of work and study, combined with the experience of community members who know first-hand the emergent nature of the threat, has helped to identify the necessary components of a successful gun violence prevention program. The program has continued to evolve as the needs of the community have changed or as new problems have been identified. Overall, it is a dynamic and responsive program led by experienced and dedicated County and community leaders who are committed to reducing gun violence and providing safe alternatives to at-risk youth.

B. Contract Award (*Should a Competitive Process Be Used In Community Service Contracts?*), Oversight, Administration and Evaluation of Results

Contract Award

1. Conclusion

While most community service contracts are awarded through a competitive process, it is not uncommon under certain circumstances for the health department to make a selection without a competitive process. For example, there may only be a few organizations that have the experience and capacity to manage the specific work required of the contract, which was the case with the RPKC contract. If that were not the case, it is reasonable to require at least a three-bid process if not a full RFP. A benefit to a more open and competitive process is to avoid any appearance of favoritism or conflicts of interest, which may be particularly important in this type of environment where the work is very specific and “everyone knows everyone.” But for reasons presented below, in the case of the RPKC contract, it would not have been reasonable to require this work to undergo the more lengthy and costly competitive process.

2. Explanation

Community Passageways was chosen to be the lead agency for the RPKC contract without going through the competitive bid process, because, among other things, there were few organizations who could manage the contract and they were a well-known and proven entity in this type of work.

Both the County and the City of Seattle had contracted with CP on numerous occasions for at least the prior five years and they knew the quality of CP’s work, which was similar to the type of community-based collaborative work they would be doing for the RPKC. Additionally, the initiative was in response to the gun violence “emergency,” and the County wanted to get the pilot program underway as soon as possible. They wanted an organization that had experience in community-led collaborative work, was already established, was uniquely capable of connecting to the at-risk community, and could start immediately.

Contract Oversight and Administration

1. Conclusion

Oversight of the program side of the contract requirements appeared to be robust. Oversight of the administrative side of the contract requirements was lacking and contributed to the length of time it took for serious shortcomings to be revealed.

The contract required that the contractor have a strong accounting and internal control system. It set forth specific requirements for tracking the flow of grant funds and reporting them to the County. The requirements were clear, but the County did not ensure the existence of a robust system and did not follow up when it was clear that the contractor could not comply with the recordkeeping and accounting requirements.

2. Explanation

CP lacked the infrastructure to manage the financial and administrative responsibilities of a contract this size. In fact, they had difficulty managing smaller contracts with BSK. The two BSK fiscal monitoring site visits revealed some of those difficulties. One of them, in July 2021, revealed significant accounting shortcomings. But that BSK contract ended, and no one followed up to ensure that the recommended corrections had been implemented. CP COO and Director of Finance Katoya Palmer said that the former finance director had told the County that

CP would implement their recommended corrections to CP's accounting and internal control system, and then ignored it and failed to follow through.

3. Recommendations

The County should consider including a review of a CBO's accounting and internal control system at the outset of a contract to assess whether a contractor has the capacity to account for and safeguard grant funds and gather and report on data to allow results to be evaluated. If the contractor does not have that capability, the County should consider offering technical assistance to provide the organization with the tools and training to fulfill that part of the contract.

Additionally, the County should establish a robust, periodic site visit schedule to ensure the contractor is on track. The fiscal monitoring process will be more effective when a contractor can be tracked across departments and grants, so that all departments can benefit from the monitoring results.⁴⁵

Evaluation of Results

1. Conclusion

CP lacked the ability or expertise to effectively evaluate the results of its work. ZYD and DPH staff have worked extensively with them on identifying measurable and meaningful data to measure, establishing reliable and consistent data-gathering and reporting practices, and providing extensive training in a variety of pertinent areas. but it has been an on-going challenge.

2. Recommendation

Program staff, including performance and budget staff, and evaluators from other departments, continue to work with the agencies to improve data-gathering and reporting practices. Currently, an epidemiologist with DPH has been working extensively with CP staff on establishing meaningful criteria and measuring and reporting methods. The recommendation would be to continue these efforts. Additionally, in the same way the County is considering bringing in a third-party firm to manage the financial aspects of the contract, the County might consider offering the evaluation task to a firm equipped and trained to perform that function.

C. Leadership and Decision-Making Structure at King County and Participating Community Benefit Organizations.

1. Conclusion

Changes in leadership at the County impacted the program. The ZYD director and a key staff member left to join a team at the City of Seattle, leaving two ZYD staff members to manage the RPKC contract. At around the same time, CP's director took an extended sabbatical, and CP

⁴⁵ Ms. Harris said her group has developed a repository for all pertinent parties to upload documents related to a particular contractor. This is not yet fully operational, but its intent is to provide a central location for pertinent contractor information across departments.

hired a new chief operating officer/finance director. The leaders of the sub-contracting organizations were all experienced, long-time workers with established, independent agencies, and for a period of time there were only two staff members at ZYD to bring everyone together with a unified approach.

The new COO/finance director described the change in ZYD staff as causing “inconsistent” leadership and impacting the smooth communication she felt the teams enjoyed when the ZYD director was there.

Finally, Covid and significant staffing shortages in the compliance functions impacted, to an extent, contract oversight.

2. Recommendation

As of the end of 2022, the RPKC program has been moved from ZYD to the Chronic Disease and Injury Prevention Division (CDIP). Additionally, Ms. Lisch was hired on staff as director of the Regional Gun Violence program. The County has established stronger leadership for the program and placed it in a division with more support and structure.

It is recommended that the County ensure there is adequate staff to oversee the administrative aspects of the contracts and provide technical assistance where needed.

Finally, consideration should be given to hiring more program staff that can be, in a way, credible messengers to the community-based organizations. Mr. Jimerson and Mr. Wheeler-Smith both had the experience and credibility from working with and among community members for a significant amount of time. When Mr. Wheeler-Smith left, one community agency leader said communication between the agency and the County suffered. She said at times it felt like [ZYD and DPH staff were] “people of privilege working with marginalized communities,” in spite of the dedication and passion of the County staff in all aspects of the management of the contract. We believe this concern should be considered when making staffing decisions going forward.

D. King County and Contractor Processes to Identify and Resolve Potential Conflicts of Interest for Decision-Makers.

1. Conclusion

We have been made aware of several instances of County staff knowing or being related to someone in leadership at one of the RPKC contracted agencies, or people in the agencies knowing each other. Even the current King County prosecutor, prior to becoming the prosecutor, was on the board of Choose 180, and when she left, the current chief of the Juvenile Division took her place.⁴⁶ A conflict of interest does not exist simply because a staff member knows or has worked with a contractor in the past, or even if there is or was a more personal relationship between the two.

⁴⁶ Neither prosecutor had any role in awarding contracts to any contractors or subcontractors under the RPKC.

In the one case where there was a potential for conflict of interest as defined in the King County Code, the employee, Mr. Wheeler-Smith, reported it as he was required to do, and his supervisor responded according to the requirements of the Code.

The community that does this type of community-based work is small and chances are high that the people who work in these organizations have all worked and/or socialized together. Some served time in prison together. Mr. Gedeon and the ZYD staff were aware of this fact and would have responded vigorously if they felt that a fiduciary relationship existed that could be compromised because of a relationship between the parties. They are equally aware and mindful that even a perception of a conflict can affect the trust of the community.

2. Recommendation

The County contracts all contain a provision warning against conflicts of interest in which the recipient agrees to comply with the applicable provisions of K.C.C. 3.04, and in particular 3.04.60, which states that the recipient will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration... in any form to any County official or employee.⁴⁷ We recommend that, to the extent the County does not do this, at the outset of community service contracts, in light of the probability that the various entities have all worked together in the past and are members of the same small community, the County should emphasize to staff and contractors the importance of avoiding even the appearance of a conflict of interest and of ensuring that any parties with a personal relationship also having a fiduciary relationship be brought to the attention of the supervisor or project manager.

⁴⁷ E.G. Contract 6612, RPKC, Section 14.

APPENDIX A

List of Interviewees

Name	Office	Title
Ames, Orlando	Freedom Project	Director of Critical Incident Response
Cantara, Allen	DPH/FASD - Contract, Procurement and Real Estate Services (CPRE)	Contract Specialist III, Contract Unit Supervisor CPRES.
Chung, Karen	Freedom Project	Operations Director
Fuller, Joanie	Freedom Project	Director of Prison Programs
Gedeon, Michael	DPH - Finance & Admin Services Division (FASD)	Chief Administrative Officer, PH
Harris, Susan	Dept Public Health - Finance & Admin Services Division	Finance & Admin Services Manager
Heppard, David	Freedom Project	Executive Director
Hills, Jennifer	King Co. Executive Office	Deputy Chief Operating Officer
Howell, Qudaffi	Freedom Project	Finance Director
Jimerson, Willard	Zero Youth Detention	Temp - Community Facilitator
Limbach, Linnea "Nissa"	DCHS	Compliance Manager
Lisch, Eleuthera	Regional Gun Violence Prevention/Intervention	Formerly: Consultant, Strategic Advisor & Program Manager in Zero Youth Detention. Currently: Director of RGV Program, now in Chronic Disease and Injury Prevention unit (CDIP) in DPH
Palmer, Katoya	Chief Financial Officer	Community Passageways
Pounds, Drew	Office of Performance, Strategy and Budget (PSB/KCEO)	Budget Analyst
Rodriguez, Abigail	Office of Performance, Strategy and Budget (PSB/KCEO)	Performance & Strategy Analyst
Schmidt, Kelli	Attorney	Outside investigator
Whitfield, Anita	Office of Equity, Racial and Social Justice	Chief Equity and Inclusion Officer
Williams, Byron	DPH - Finance & Admin Services Division (FASD)	Finance Manager
Other Sources of Info		
Hung, Jimmy	KCPAO	Chief, Juvenile Division
Gates Foundation		
Snohomish County		
Seattle Times		
New Yorker Magazine		
University of Washington		
City of Seattle		

KUOW		
King County website and staff		