



## **King County**

**Shannon Braddock**  
King County Executive

401 Fifth Avenue, Suite 800  
Seattle, WA 98104

**206-296-9600** Fax 206-296-0194  
TTY Relay: 711  
[www.kingcounty.gov](http://www.kingcounty.gov)

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The Honorable Girmay Zahilay  
Chair, King County Council  
King County Courthouse  
Room 1200  
C O U R T H O U S E

Dear Councilmember Zahilay:

In response to Ordinance 19861, Section 107, Proviso P1, this letter provides information on the Restorative Community Pathways (RCP) program and confirms that the King County Executive's Office of Performance, Strategy and Budget (PSB), in partnership with the Department of Community and Human Services (DCHS), has published a dashboard with metrics on the RCP program. Also in accordance with Ordinance 19861 this letter confirms that the King County Prosecuting Attorney's Office (PAO) has been provided an opportunity to add comments to this letter.

The information contained in this letter is presented below in accordance with the requirements set forth in Ordinance 19861, Section 107, Proviso P1.

### **Background**

#### **Restorative Community Pathways**

As described in the Updated Implementation Plan for Restorative Community Pathways (RCP) transmitted to Council in 2022<sup>1</sup>, this program is a pre-filing, community-based diversion program that invests in addressing the needs of referred youth, their families, and community members who have experienced harm. Launched in 2021, RCP is a partnership between the King County Prosecuting Attorney's Office (PAO), the King County Department of Community and Human Services (DCHS), and community-based service providers.

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<sup>1</sup> Ordinance 19210, Section 18, Proviso P2, as amended by Ordinance 19307, Section 7, and Ordinance 19364, Section 14  
[\[LINK\]](#)

In alignment with the Revised Code of Washington (RCW) 13.40.070 regarding diversion to community-based programs, RCP provides diversions from the court system for youth referred by PAO for misdemeanors and non-violent felonies and works to prevent future legal system involvement for participants. RCP services address the drivers of youth legal system involvement, including young people's basic needs such as food and housing, provide connections to education, employment, and behavioral health care, and create community connection.

King County funded RCP in 2021-2022 (biennial budget Ordinance 19210) and continued funding in the 2023-2024 (biennial budget Ordinance 19546 and in 2025 (annual budget Ordinance 19861). As described in the Updated Implementation Plan on Restorative Community Pathways, the PAO began to refer youth and community members who have experienced harm (CMEH) to the RCP program on November 1, 2021.

The Updated Implementation Plan shows that RCP operates as a consortium of community-based organizations. Current consortium members include CHOOSE 180, Collective Justice, Creative Justice, Congolese Integration Network, East African Community Services, Pacific Islander Community Associations, and Rooted in Vibrant Communities (RVC). The consortium has three fewer providers than when initially launched in 2021. Community Passageways, Gathering Roots, and Puentes are no longer a part of the consortium. RCP consortium members hire, train, and support 19 Community Navigators. DCHS administers RCP service provider contracts.

### **2026-2027 Proposed Changes to RCP**

In the 2026-2027 biennial budget transmitted to the King County Council, the Executive proposed several changes to the program, including a new name: King County Youth Diversion and Intervention (KCYDI). The new name stems from the shift of most administrative and centralized referral functions from community contracts to DCHS. The shift is intended to increase coordination and communication among King County and community partners, while preserving the essential community-based service model for youth with misdemeanor referrals. Proposed changes are discussed below in response to Proviso requirement four.

Most of the below information is based on existing and past programming, so content refers to Restorative Community Pathways rather than the King County Youth Diversion and Intervention.

As of July 2025, the King County Prosecutor suspended felony referrals to RCP. The data reported below pre-dates that policy change.

### **Community-based Diversion**

RCP is one form of community-based diversion. According to the Washington State Minority and Justice Commission's report on Statewide Youth Diversion Report, diversion refers to any informal resolution that interrupts the ordinary, formal prosecution of a criminal matter.<sup>2</sup>

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<sup>2</sup> Washington State Minority and Justice Commission. Statewide Diversion Report. [\[LINK\]](#)

Currently, the youth legal system has jurisdiction over youth who commit an offense before the age of 18 and are charged before the age of 21, with exceptions for certain violent offenses at certain ages.

Diversion of young people from the juvenile legal system occurs mostly at the discretion of the PAO and can occur at various stages of their juvenile legal system involvement. PAO-referred participants in RCP are youth who were under age 18 when referred by law enforcement primarily for misdemeanor charges. According to RCW 13.40.070, the PAO is required to dismiss or refer for diversion all misdemeanors for youth with no prior criminal history, and is encouraged to engage with and partner with community-based programs. Diversion includes a wide variety of informal resolutions to youth criminal prosecution, and the policies and procedures that jurisdictions describe as diversion come with varying degrees of formality.

### **RCP: Pre-Filing Diversion**

When creating Restorative Community Pathways, PAO, DPD, and community partners agreed that it would be a pre-filing diversion opportunity. For pre-filing diversion, law enforcement refers a case to the prosecutor's office who then agrees to a resolution outside of the traditional adjudication process. Pre-filing diversion can either be required by statute or be discretionary. The PAO considers RCP to be a discretionary pre-filing informal diversion. For this type of pre-filing informal diversion, youth are not entered into statewide juvenile legal data systems. There is also no court filing or formal diversion agreement between the referred youth and PAO. As a result, RCP partners and DCHS provide individual, de-identified data on outcomes of referred youth rather than identifiable data on youth enrolled in RCP services. When youth refuse services or are unable to be contacted, RCP partners notify the PAO of the referred youth's program status. PAO then determines next steps, including whether to refer to a different program.

### **King County Juvenile Diversion Dashboard**

In 2023, the King County Executive directed the Office of Performance, Strategy and Budget (PSB) to create a dashboard on diversion programs funded by King County, including Restorative Community Pathways, as an added feature alongside a 2024 report to the Council pursuant to Ordinance 19546, Section 17, Proviso P3. The diversion dashboard provides the public and stakeholders with summary information and trends related to County funded diversion programs and trends and includes a section specific to juvenile diversion. The King County website houses the juvenile diversion dashboard at <https://kingcounty.gov/en/dept/executive/governance-leadership/performance-strategy-budget/legal-system-transformation/dashboards>.

To provide the information requested in Ordinance 19861, Section 107, Proviso P1, DCHS and PSB updated the current juvenile diversion dashboard with 2024 data on RCP, rather than creating a new dashboard focused exclusively on RCP. This letter's Appendix A details how the updated juvenile diversion dashboard is responsive to the dashboard-related requirements of Ordinance 19861, Section 107, Proviso P1.

## **Letter Requirements**

### **1. Detailed description of the process for referring youth to the restorative community pathways program including a step-by-step explanation from when a youth is referred by the prosecuting attorney's office to when a youth accepts and engages in services provided by the contracted community-based organization.**

- Step 1: The PAO refers both youth (the alleged party) and community members who have experienced harm (CMEH) to the RCP referral administrator (community organization employee) via email.
- Step 2: The RCP Referral Administrator then:
  - Receives the police report about the individual's case and their contact information.
  - Reviews the information and determines which RCP community navigator may best meet the needs of the referred youth or harmed party. Considerations include geographic area, reported ethnicity, and age.
  - Assigns individual referrals to the appropriate community navigator using a workflow platform account made by an administrator's organization that automatically notifies the community navigator of a new referral.
- Step 3: Once notified, and within three days of receipt, the navigator:
  - Responds to the referral administrator through the database to acknowledge receipt.
  - Reaches out to that referred person via a telephone call using the contact information provided by law enforcement and PAO.

If the community navigator is unable to make immediate contact, they leave a voicemail message. Following a voicemail, the navigator sends a text message. Once a voicemail and text have been sent, the navigator will create and fill out a contact note and next steps section specific to that person in the referral database.

If the community navigator makes contact with individual(s) other than the person named on the referral, such as a family member, they will ask that person for contact information or any other way to obtain direct communication with the named party on the referral through this contact. If new contact information is provided, then community navigator will use that information to attempt to make contact.

If the community navigator does not make contact with the person named on the referral via telephone call or text, or if there is no phone number provided, they will, in partnership with another community navigator or the RCP referral administrator, conduct a house visit to the address provided for the named referral. If no contact is made at the house visit, then the community navigator will leave behind a letter from the PAO, a business card, contact information, and an RCP information packet.

Once a house visit has been conducted with no contact, the Community navigator will create and fill out their contact note and next steps in the database. The Community navigator will request any additional existing contact information from the referral administrator using the referral workflow platform.

According to DCHS' contracts with RCP providers, after three to six attempts to make contact via social media, in-person visits, phone calls, texting, or emails, the community navigator will return the referral to the RCP referral administrator. At this point, the RCP referral administrator will request more contact information from the PAO. If the PAO can provide more contact information to the referral administrator, the referral administrator will then forward that information to the community navigator. When a community navigator receives additional contact information, the entire process for referring youth to RCP programming begins again with the new information. If the community navigator is still unable to communicate directly with the named party on the referral, then the community navigator will update their consent status in the program's data systems to "no contact," and this will be reported back to the PAO as unable to contact. PAO then decides its next actions on the case.

RCP teams complete all outreach and engagement steps above within 90 days and report to the PAO for each case. If the RCP team needs additional time to engage a referred person, they must seek approval from the PAO.

**When the community navigator does make contact directly with the person named on the referral,** they will begin the process to start services. This involves planning a meet and greet, obtaining consent to participate in RCP programming, conducting an intake assessment to understand the young person's situation, and identify services and programming for the goals and steps in the youth's action plan, including any needed support to navigate systems, such as health care, social services, or school. When contact is made directly with the named referral, the community navigator also creates and fills out their contact note with a brief description and next steps in the platform. Once consent status and program status are updated, the community navigator will begin services and move all forms of documentation and case notes for the referral over to the case management platform until a referral is either closed or complete. If the referred young person does not consent to participate in RCP services, RCP notifies the PAO.

In addition to PAO referrals, RCP works with young people referred to the program by community, including family members and friends of current participants, as well as self-referral. This group can also include youth with active legal cases who were not referred to RCP by the PAO on that case. An individual is considered a community referral only if they are actively receiving services through RCP. The process for community referrals mirrors that of PAO referrals. Once a referral is received, the individual is paired with a community navigator, often one from the organization who initiated or received the referral. As with PAO referred participants, navigators and community-referred participants develop goals collaboratively, tailoring them to each participant's needs and priorities. Upon completion of one or more goals, the participant is considered eligible for program completion.

**2. Comprehensive inventory of the programs available to youth referred to restorative community pathways, including program structures, activities, timeline for engaging in services, accountability metrics, and reporting structures.**

DCHS' contracted services include funding for 19 full-time community navigators who work directly with each referred youth or community member who experience harm, much like a social worker. Community navigators build trustful relationships with the young person, support the young person to set goals and create an action plan, foster positive social connections, and refer to restorative facilitated dialogue and reflection, which can include circles with individuals who experienced harm (further described below). Community navigators also help the young person access other services and programs that meet their needs, such as working with the youth and their family to navigate school districts, social services, behavioral health services, and housing or rental assistance.

RCP uses restorative justice practices. According to the National Center on Restorative Justice (NCORJ),<sup>3</sup> restorative justice has several core philosophical features, including a focus on identifying needs and repairing harm, active accountability, centering relationships and community, and voluntary participation. In the context of identifying needs and repairing harm, restorative justice seeks to understand the needs that led to the behavior that caused harm, so that those needs can be addressed. Within RCP, restorative justice addresses the roots of harm by:

- identifying the conditions through which harm occurred;
- program participants taking accountability for the harm, and
- offering space for repair and healing from the harm, thus improving long-term public safety.

RCP programming provides thoughtful facilitated spaces that emphasize direct accountability and allows survivors and family members to give voice to all they endured. This is also a space for the young person to address lingering questions, and an opportunity for them to offer remorse or accountability and speak honestly. This type of restorative justice can be healing and requires a substantial time commitment.

RCP community navigators connect referred youth to services and programs that meet their needs and help them achieve goals. This includes DCHS-contracted RCP services as well as programs that RCP organizations provide using separate funds. Both are listed below in Figures 1 and 2, and include program structures, activities, timeline for engaging in services, and accountability metrics, as requested by Ordinance 19861, Section 107, Proviso P1. A summary description of the reporting requirements requested by Ordinance 19861, Section 107, Proviso P1 is provided in the narrative preceding Figures 1 and 2.

For the DCHS contracted services, RCP providers have the same reporting structure based on the contract, scope of work, and performance measurement plan. RCP providers submit participant-level data with demographics on program completions, youth outcomes, and narrative data about program successes and challenges to DCHS each quarter. See Section 3.b of this letter for details

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<sup>3</sup> [\[LINK\]](#)

on reported outcomes by each organization, and the accountability metrics in the following Figure 1.

*Figure 1: RCP Program Activities*

| <b>Program Activities</b>                                                                                                                                                                                                                                                                                     | <b>Program Structure</b>                                                                                                  | <b>Timeline for Engaging in Services</b>                 | <b>Accountability Metrics</b>                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RCP Community Navigators’ daily programing includes: Meeting referred youth, intake process, identifying needs, creating a support plan, navigating services, weekly communication, and referring to programs that help them meet their needs and goals.                                                      | Individual youth is centered in this process, with involvement from family or influential community members when possible | Upon first contact with youth, navigation services begin | Youth engagement; youth having a basic need met; youth meeting goal (s); Increased skills, increased connection; increased positive identity. Youth satisfied with services; Youth completing services. |
| RCP Raising Up Young Queens is a dedicated weekly space for young women and femmes to gather, reflect, and build leadership rooted in healing, identity, and community care. This includes a navigator-led information workshop on topics that include accountability, healthy relationships, boundaries etc. | Weekly                                                                                                                    | Following enrollment                                     | Program completion and skills learned                                                                                                                                                                   |
| RCP Creative Circles is a once-a-month Monday gathering focused on artistic expression, healing through creativity, and shared storytelling. This includes a navigator-led information workshop on topics that include accountability, healthy relationships, and boundaries.                                 | Monthly                                                                                                                   | Following enrollment                                     | Participation                                                                                                                                                                                           |
| RCP Friday Night Circles is a safe place for youth to come and process anything they are dealing with in their day-to-day life. Topics span from school dynamics, relationships, and family dynamics to gun violence, traumas, interests, and mental or emotional wellbeing.                                  | Weekly                                                                                                                    | Following enrollment                                     | Program completion and skills learned                                                                                                                                                                   |
| RCP Community Connections bring together youth, families, navigators, and partners for education, connection, and collective care. This includes workshops, performances, healing spaces, and resource sharing across the RCP ecosystem.                                                                      | Twice per year                                                                                                            | Open to all youth and their families                     | Participation                                                                                                                                                                                           |
| RCP Graduation Celebrations recognize the young people’s growth, accountability, and commitment to healing, and affirm youth’s continued actions on their next steps                                                                                                                                          | One per quarter                                                                                                           | Open to all youth and their families                     | Accomplishments achieved by RCP participants                                                                                                                                                            |

| Program Activities                                                                                                                                                                                                                                                                                                  | Program Structure | Timeline for Engaging in Services | Accountability Metrics                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------|---------------------------------------|
| Creative Justice program Heal is a healing space that helps young people heal, develop positive coping skills through arts therapy, activities, and circle dialogue on topics such as emotional intelligence, boundaries, restorative vs. punitive justice, accountability, shame and guilt, trauma and resilience. | Two days per week | Following referral                | Program completion and skills learned |

Restorative Community Pathways is a consortium of community-based organizations that offer a separately funded range of culturally responsive services, including academic tutoring, sports and recreation, mentoring, social-emotional skills development, and other youth- and family-centered programming. Therefore, in addition to the programming listed above, RCP participants can and do access these programs and services when relevant and possible, though these programs are not funded in full by the DCHS contracts for RCP navigation services.

While these programs are included in the comprehensive inventory of programs listed in Figure 2 below, each organization has a different reporting structure for specific programs they offer, based on their organizational practices and funders' requirements. Therefore, reporting structure is not included in the table. However, in the context of RCP reporting, this could be reported as a young person having a basic need met; increased social connection; increased positive identity; program completion or support plan completion; or other reported outcomes.

See Figure 2 below outlining the inventory of programs available to youth referred to Restorative Community Pathways through the programs and services offered by RCP provider organizations and DCHS. These programs are available to referred youth because RCP providers leverage other resources beyond their RCP-contracted funding.

*Figure 2: Programs made available to referred youth by RCP providers*

| Program Activities                                                        | Program Structure            | Timeline for Engaging in Services         | Accountability Metrics                |
|---------------------------------------------------------------------------|------------------------------|-------------------------------------------|---------------------------------------|
| <b>CHOOSE 180</b>                                                         |                              |                                           |                                       |
| Education - School-based diversion at select Highline and Seattle Schools | Individualized based on need | After orientation, attendance is required | Attendance and academic progress      |
| Counseling – one-on-one talk therapy, group therapy, art therapy          | Individualized               | Following referral                        | Progress on treatment plans           |
| Summer Entrepreneurship paid internship program                           | Summer program               | Application/ competitive process          | Program completion and skills learned |



| Program Activities                                                                                                                                                                                                                        | Program Structure                            | Timeline for Engaging in Services                         | Accountability Metrics                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------|----------------------------------------------|
| Aftercare mentorship and resource connection                                                                                                                                                                                              | Individualized                               | Following referral                                        | Program completion and skills learned        |
| CHOOSE Freedom gun violence prevention and re-entry                                                                                                                                                                                       | Individualized                               | Following referral                                        | Program completion and violence interruption |
| Youth and Young Adult Advocacy Program, including methods for youth voice and youth empowerment, and understand civic engagement.                                                                                                         | Short-term training                          | Application/ competitive process                          | Program completion and skills learned        |
| <b>Congolese Integration Network</b>                                                                                                                                                                                                      |                                              |                                                           |                                              |
| Dialogue and Accountability Process provides a space for the harm to be addressed in full as the responsible youth apologizes for their action and accepts responsibility for repairing the harm done                                     | Individualized                               | Following referral                                        | Process completed                            |
| Restorative Community Conferencing that involves participatory dialogue to understand the incident, address impacts, restoring relationships, strengthening communal bonds, and promoting well-being                                      | Individualized and group activities          | Following referral                                        | Process completed                            |
| <b>Creative Justice</b>                                                                                                                                                                                                                   |                                              |                                                           |                                              |
| Boxing                                                                                                                                                                                                                                    | Three days per week                          | Following referral, orientation, and application process  | Program attendance                           |
| Arts, employment, and professional development includes a stipend and a meal. Youth learn how to make products, marketing, branding, etc. that can contribute to their own future businesses                                              | Two days per week, two hours per day         | Following referral and application process                | Program completion and skills learned        |
| Podcast - youth work in a professional studio to record a podcast based on topics of their choosing, interviewing community members. Stipend provided                                                                                     | One day per week                             | Following referral and application process                | Program completion and skills learned        |
| College Access Support                                                                                                                                                                                                                    | Individualized                               | Following referral and application process                | College enrollment                           |
| Café Youth Fellows engage in two years of programming and work 4 days a week in the café. Youth complete barista training and receive full benefits.                                                                                      | Two years of programming, four days per week | Following referral, orientation, and application progress | Program completion and skills learned        |
| Youth Consortium Includes civic education (such as democracy, civil rights, and government); empowering young people to identify, understand, and address issues important to them; arts activities; community speakers; and zine making. | Two days per week                            | Following referral                                        | Program completion and skills learned        |

| Program Activities                                                                                                                                                                                                                                              | Program Structure                                            | Timeline for Engaging in Services                | Accountability Metrics                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Building, Affirming, and Strengthening Experiences (BASE) program:<br>Arts programming, stipend, and meal; film, music & visual arts. Arts mediums rotate every session                                                                                         | Two days per week                                            | Following referral                               | Program completion and skills learned                                                                                                                          |
| <b>King County DCHS</b>                                                                                                                                                                                                                                         |                                                              |                                                  |                                                                                                                                                                |
| DCHS re-engagement sites offering employment connections and education through GED and high school graduation at YouthSource (Tukwila), Learning Center Seattle (Seattle Central), and Center for Education and Career Opportunities (Shoreline)                | Daily classes                                                | After orientation, weekly attendance is Required | Indicators of academic progress, secondary credential completion, job readiness training completion, internship completion, employment placement and retention |
| <b>East African Community Services</b>                                                                                                                                                                                                                          |                                                              |                                                  |                                                                                                                                                                |
| Youth Programs: Mentorship, healing circle, entrepreneurship, youth justice newsletter, podcasting, internships, biking club, basketball clinic, afterschool tutoring, nature exploration, young women's group, young men's group, and accountability workshops | Individualized and group activities depending on the program | Following referral                               | Depends on the program                                                                                                                                         |
| Family Programs:<br>Home visiting program, food distribution, monthly diaper distribution, and home buying program                                                                                                                                              | Individualized and group activities depending on the program | Following referral                               | Depends on the program                                                                                                                                         |
| <b>Pacific Islander Community Association of Washington (PICA-WA)</b>                                                                                                                                                                                           |                                                              |                                                  |                                                                                                                                                                |
| Cultural Roots Workshop                                                                                                                                                                                                                                         | Quarterly                                                    | Following referral                               | Program completion and skills learned                                                                                                                          |
| Mental Health - Healing Circles                                                                                                                                                                                                                                 | Monthly                                                      | Following referral                               | Program completion and skills learned                                                                                                                          |
| Kolmanlokjen Summer Program that includes leadership training, cultural workshops that highlight traditional practices and connection to heritage, and innovative approaches to community development                                                           | Summer program                                               | Following referral                               | Program completion and skills learned                                                                                                                          |
| Education – career and college pathway navigation                                                                                                                                                                                                               | Individualized                                               | Following referral                               | Secondary school completion, college enrollment                                                                                                                |

**3. Summary of the contracts between the department of community and human services and the community-based organizations providing services to youth referred to restorative community pathways in 2022, 2023, and 2024. The summary should include:**

- a. the contract amount, key terms, renewal schedules, minimum standards, and reporting requirements for each organization. The executive shall include copies of each contract with the report;**

**Contracted amount:** The amount for each RCP partner contract is listed in Figure 3. Contracts from 2021-2022 are significantly lower because RCP contracts started on November 1, 2021, nearly halfway through the budgetary biennium.

*Figure 3: Contracted Amounts by Organization*

| <b>Agency</b>                                                                                                                                            | <b>2021-2022</b>   | <b>2023-2024</b>   | <b>Total</b>        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|---------------------|
| CHOOSE 180                                                                                                                                               | \$333,730          | \$571,254          | \$904,984           |
| Community Passageways                                                                                                                                    | \$311,621          | \$76,928           | \$388,549           |
| Collective Justice                                                                                                                                       | \$274,933          | \$664,249          | \$939,182           |
| Creative Justice                                                                                                                                         | \$423,289          | \$922,266          | \$1,345,555         |
| Congolese Integration Network                                                                                                                            | \$216,959          | \$523,281          | \$740,240           |
| East African Community Services                                                                                                                          | \$549,265          | \$893,916          | \$1,443,181         |
| Gathering Roots                                                                                                                                          | \$9,602            | \$0                | \$9,602             |
| Pacific Islander Community Association                                                                                                                   | \$401,151          | \$451,437          | \$852,588           |
| Puentes Advocacy Counseling                                                                                                                              | \$26,400           | \$0                | \$26,400            |
| RVC (fiscal sponsor for RCP Youth Steering Committee, youth and families fund, restitution fund, centralized operations staff, and Community Navigators) | \$828,981          | \$3,408,359        | \$4,237,339         |
| <b>Total</b>                                                                                                                                             | <b>\$3,375,930</b> | <b>\$7,521,690</b> | <b>\$10,887,620</b> |

**Key Terms:** Each DCHS contract, regardless of which program it describes, includes a standard terms and conditions document that is approved for use by the PAO. This outlines general terms that all DCHS providers and contractors are required to follow. The general terms and conditions include terms for such items as internal controls and accounting system, indemnification, insurance requirements, and record maintenance.

DCHS adds additional requirements to each RCP-specific contract that are customized to the program. These include the following sections:

- Overview of Funding and Program;
- Definitions;
- Program Purpose;
- Scope of Work;
- Performance Measurement;

- Data Collection and Reporting Requirements;
- Compensation and Method of Payment;
- Subcontracting and Equity, Racial, and Social Justice Requirements;
- Confidentiality of Interpretation and Translation;
- DCHS Confidentiality Responsibilities;
- Contractor Liability in Addition to the General Terms and Conditions, and
- Insurance Change.

**Renewal Schedule:** DCHS selected RCP partners as part of a competitive request for proposal process (RFP) in 2021. The RFP awarded initial contracts for November 1, 2021-December 31, 2022. Contracts were renewed for 2023-2024 once funding was appropriated to DCHS for RCP as part of the County's 2023-2024 budget process. The contracts were extended for one year upon passage of the 2025 annual budget, and are scheduled to end on December 31, 2025. DCHS' standard practice is to issue RFPs every three to five years depending upon funding source. Section 4 of this letter describes plans for issuing a new RFP for RCP in 2026.

**Minimum Standards:** DCHS' contracts include minimum standards and expectations of providers. Each contract exhibit includes participant eligibility, program activities, background check requirement for staff working with youth, milestones and deliverables, and billing and invoicing requirements.

**Participant Eligibility:** This includes age parameters, residency parameters (King County), and prioritization of PAO referrals.

**Program Activities:** This includes the number of Community Navigators to be hired and trained, the number of business days to contact PAO referrals, and the requirement to create an assessment and action plan with each enrolled youth.

**Milestones:** These are agency- and contract-specific and include terms such as a date to begin accepting referrals, date to conclude performance measurement plans, and date by which to offer a training or begin a particular new service component.

**Deliverables:** RCP provider deliverables include completing the following:

- Accurate billing invoice packages within 15 business days after the end of each month in a format provided to the Contractor by the County.
- Narrative reports about program changes, successes, and challenges due within 15 days following the end of each quarter of the calendar year, as outlined in the Performance Measurement (PM) plan.
- Individual-level data about services and client outcomes due within 15 days following the end of each quarter of the calendar year as outlined in the PM Plan.
- Program operations data on Youth and Family Fund and Restitution Fund spending due within 15 business days following the end of each quarter of the calendar year, as outlined in the PM Plan.

**Partnership Expectations:** RCP providers are required to partner with DCHS and other RCP providers through quarterly check-ins with DCHS program managers, at minimum, and participation in RCP consortium meetings and trainings.

**Budgets:** Each RCP contract includes a detailed budget that a contracted partner develops prior to contract negotiation and then shares with DCHS staff for approval or modification. Each budget is divided into the following categories:

- Staff wages and benefits (such as community navigators);
- Subcontracts (if approved by King County);
- Participant costs (such as snacks or stipends directly benefiting youth);
- Operating costs (such as room rental or program supplies), and
- Administrative costs (such as organizational communications, rent, or accounting).

Partners are allowed a 10 percent discretion within line items without County approval, provided overall expenditures do not exceed the total contracted amount, but they must ask for a contract amendment in advance to make changes to their budget above the 10 percent discretion. RCP partners may request cost-reimbursable payment or equal distributions with quarterly reconciliation to monitor and adjust payment. Regardless of payment method, all partners submit detailed general ledgers to County program and fiscal staff for review no less than quarterly, to ensure alignment with the contracted budget.

**Reporting Requirements:** The data collection and reporting requirements in the RCP contract are as follows:

- The Contractor shall maintain compliance with all data collection and reporting requirements stated in the Contract and all Attachments, Scopes of Work, and Performance Monitoring Plans. Performance Monitoring Plans require each organization to submit quantitative and qualitative participant data quarterly. (See Section 3.b of this letter for more information about performance measures and monitoring.)
- The Contractor shall participate in quarterly check-ins with DCHS on programing, progress, challenges, and emergent matters, such as provisos and media requests.
- The County reserves the right to request additional supporting documentation or information, as needed and between reporting periods.

The Contracts for RCP agencies for 2021-2022 and 2023-2024 are included as Appendices C and D to this letter. This includes a total of 16 contracts and contract amendments.

**b. Enrollment statistics and outcomes for each contracted organization; and**

DCHS staff and members of the RCP Consortium co-developed performance measures in 2022, in alignment with the Results Based Accountability framework. These measures denote how well RCP organizations are delivering their services and the impact of services on participating youth and CMEH. Note that current contracts do not include uniform data collection methodology requirements, which limits ability to compare reports across organizations. The RCP contracted organizations report on the following measures each quarter:

- **How much did we do?**
  - Number of participants served, which includes carry-in and newly enrolled participants
- **How well did we do it?**
  - Percent of participants engaged in services
  - Percent of participants satisfied with services
  - Percent of participants who had a basic need met
  - Percent of participants who completed services upon exiting the program
- **How are participants better off?**
  - Percent of participants meeting a goal as defined by their action plan
  - Percent of participants increasing their social, emotional, academic, and life knowledge and skills
  - Percent of participants increasing social connection with peers
  - Percent of participants developing positive identity

The PAO has referred more than 1,000 young people and nearly 700 CMEH to RCP organizations since RCP's launch in late 2021. Including community referrals, RCP programs enrolled and served more than 1,200 young people and more than 250 CMEH. CMEH also received more than \$116,000 in restitution funds, alongside resources, counseling referrals, and the option to enroll in RCP programming. Restitution funds, which may be used to cover material losses or missed appointments, are integral to a restorative justice model that centers the needs of those experiencing harm.

Initial program outcomes are promising. Between 2023 and 2024, 93 percent of young people and 97 percent of CMEH reported positive identity growth, while 89 percent of young people and 95 percent of CMEH experienced increased social connection with peers and community. Seventy percent of young people and 82 percent of CMEH completed services, demonstrating they have met one or more self-determined goals and established a support system. Several outcomes were also linked to higher completion rates, including positive identity growth, increased social connection, and meeting basic needs.

More than 85 percent of young people and CMEH received basic needs supports such as rental assistance and groceries, creating stable conditions that promote responsible decision-making, personal growth, and healing from trauma. With their needs met, participants have advanced toward education and career goals, improving grades, enrolling in college, and accessing training with support from community navigators.

Figures 4 through 6 below summarize performance measures for each contracted organization. Note that reporting practices changed in 2023 to allow reporting by year without duplicating data from the same individual who participated in multiple quarters of the year. Therefore, the charts below show quarterly data for 2022 and annual data for 2023 and 2024. Quarterly data should not be added, as most individuals participate for multiple quarters.

*Figure 4: Number of participants served*

| Partner                                | Number of participants served*                                                                                     |      |      |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------|------|------|
|                                        | 2022**                                                                                                             | 2023 | 2024 |
| CHOOSE 180                             | <ul style="list-style-type: none"> <li>• Q1: 46</li> <li>• Q2: 63</li> <li>• Q3: 68</li> <li>• Q4: 79</li> </ul>   | 31   | 36   |
| Community Passageways***               | <ul style="list-style-type: none"> <li>• Q1: 38</li> <li>• Q2: 37</li> <li>• Q3: 136</li> <li>• Q4: 111</li> </ul> | 115  | n/a  |
| Collective Justice                     | <ul style="list-style-type: none"> <li>• Q1: 10</li> <li>• Q2: 9</li> <li>• Q3: 38</li> <li>• Q4: 22</li> </ul>    | 33   | 23   |
| Creative Justice                       | <ul style="list-style-type: none"> <li>• Q1: 61</li> <li>• Q2: 42</li> <li>• Q3: 47</li> <li>• Q4: 15</li> </ul>   | 91   | 126  |
| Congolese Integration Network          | <ul style="list-style-type: none"> <li>• Q1: 89</li> <li>• Q2: 62</li> <li>• Q3: 92</li> <li>• Q4: 99</li> </ul>   | 69   | 64   |
| East African Community Services        | <ul style="list-style-type: none"> <li>• Q1: 20</li> <li>• Q2: 37</li> <li>• Q3: 54</li> <li>• Q4: 35</li> </ul>   | 54   | 65   |
| Pacific Islander Community Association | <ul style="list-style-type: none"> <li>• Q1: 68</li> <li>• Q2: 52</li> <li>• Q3: 46</li> <li>• Q4: 45</li> </ul>   | 49   | 41   |
| RVC fiscal sponsor for RCP             | n/a                                                                                                                | 152  | 169  |

\* This figure refers to number of participants served, which includes previously and newly enrolled participants.

\*\* Enrollment numbers cannot be deduplicated across quarters for 2022 because DCHS collected aggregate-level data.

\*\*\* Community Passageways did not renew its contract in 2024.

Figure 5 below includes the following measures: percent of participants **engaged** in services, **satisfied** with services, meeting a **basic need**, and who **completed services** upon exiting the program.

*Figure 5: Engagement, Satisfaction, Meeting Basic Needs, and Completion of Services*

|                                 | <b>Engagement, Satisfaction, Meeting Basic Needs, and Completion of Services*</b>                                                                   |                                                                                                                                                                                 |                                                                                                                                                                                    |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Partner</b>                  | <b>2022**</b>                                                                                                                                       | <b>2023</b>                                                                                                                                                                     | <b>2024</b>                                                                                                                                                                        |
| CHOOSE 180                      | <ul style="list-style-type: none"> <li>Engaged: n/a</li> <li>Satisfied: n/a</li> <li>Basic needs met: 76% (32/42)</li> </ul>                        | <ul style="list-style-type: none"> <li>Engaged: n/a</li> <li>Satisfied: n/a</li> <li>Basic needs met: 80% (8/10)</li> <li>Completion: 44% (7/16)</li> </ul>                     | <ul style="list-style-type: none"> <li>Engaged: n/a</li> <li>Satisfied: n/a</li> <li>Basic needs met: 90% (9/10)</li> <li>Completion: 67% (20/30)</li> </ul>                       |
| Community Passageways***        | <ul style="list-style-type: none"> <li>Engaged: 91% (40/44)</li> <li>Satisfied: 86% (38/44)</li> <li>Basic needs met: 94% (16/17)</li> </ul>        | <ul style="list-style-type: none"> <li>Engaged: 89% (16/18)</li> <li>Satisfied: 94% (17/18)</li> <li>Basic needs met n/a</li> <li>Completion: 46% (11/24)</li> </ul>            | n/a                                                                                                                                                                                |
| Collective Justice              | <ul style="list-style-type: none"> <li>Engaged: 97% (67/69)</li> <li>Satisfied: 97% (67/69)</li> <li>Basic needs met: 100% (69/69)</li> </ul>       | <ul style="list-style-type: none"> <li>Engaged: 79% (26/33)</li> <li>Satisfied: 100% (24/24)</li> <li>Basic needs met: 90% (28/31)</li> <li>Completion: 61% (17/28)</li> </ul>  | <ul style="list-style-type: none"> <li>Engaged: 13% (3/23)</li> <li>Satisfied: 94% (17/18)</li> <li>Basic needs met: 100% (19/19)</li> <li>Completion: 70% (14/20)</li> </ul>      |
| Creative Justice                | <ul style="list-style-type: none"> <li>Engaged: 85% (88/104)</li> <li>Satisfied: 100% (93/93)</li> <li>Basic needs met: 89% (93/104)</li> </ul>     | <ul style="list-style-type: none"> <li>Engaged: 87% (79/91)</li> <li>Satisfied: 100% (76/76)</li> <li>Basic needs met: 100% (79/79)</li> <li>Completion: 51% (25/49)</li> </ul> | <ul style="list-style-type: none"> <li>Engaged: 78% (98/126)</li> <li>Satisfied: 98% (117/120)</li> <li>Basic needs met: 98% (118/121)</li> <li>Completion: 72% (48/67)</li> </ul> |
| Congolese Integration Network   | <ul style="list-style-type: none"> <li>Engaged: 83% (211/253)</li> <li>Satisfied: 87% (220/253)</li> <li>Basic needs met: 100% (253/253)</li> </ul> | <ul style="list-style-type: none"> <li>Engaged: 69% (47/68)</li> <li>Satisfied: 95% (55/58)</li> <li>Basic needs met: 97% (63/65)</li> <li>Completion: 43% (19/44)</li> </ul>   | <ul style="list-style-type: none"> <li>Engaged: 95% (61/64)</li> <li>Satisfied: 100% (64/64)</li> <li>Basic needs met: 97% (62/64)</li> <li>Completion: 57% (4/7)</li> </ul>       |
| East African Community Services | <ul style="list-style-type: none"> <li>Engaged: 83% (211/253)</li> <li>Satisfied: 87% (220/253)</li> <li>Basic needs met: 100% (253/253)</li> </ul> | <ul style="list-style-type: none"> <li>Engaged: 87% (46/53)</li> <li>Satisfied: 98% (53/54)</li> <li>Basic needs met: 100% (53/53)</li> <li>Completion: 82% (27/33)</li> </ul>  | <ul style="list-style-type: none"> <li>Engaged: 100% (65/65)</li> <li>Satisfied: 100% (65/65)</li> <li>Basic needs met: 100% (65/65)</li> <li>Completion: 100% (25/25)</li> </ul>  |



|                                        | <b>Engagement, Satisfaction, Meeting Basic Needs, and Completion of Services*</b>                                                                  |                                                                                                                                                                               |                                                                                                                                                                              |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Partner</b>                         | <b>2022**</b>                                                                                                                                      | <b>2023</b>                                                                                                                                                                   | <b>2024</b>                                                                                                                                                                  |
| Pacific Islander Community Association | <ul style="list-style-type: none"> <li>Engaged: 99% (123/124)</li> <li>Satisfied: 97% (114/117)</li> <li>Basic needs met: 99% (123/124)</li> </ul> | <ul style="list-style-type: none"> <li>Engaged: 60% (25/42)</li> <li>Satisfied: 58% (21/36)</li> <li>Basic needs met: 42% (18/43)</li> <li>Completion: 88% (21/24)</li> </ul> | <ul style="list-style-type: none"> <li>Engaged: 63% (20/32)</li> <li>Satisfied: 44% (12/27)</li> <li>Basic needs met: 23% (7/30)</li> <li>Completion: 60% (18/30)</li> </ul> |
| RVC fiscal sponsor for RCP             | <ul style="list-style-type: none"> <li>Engaged: 69% (98/143)</li> <li>Satisfied: 68% (97/143)</li> <li>Basic needs met: 75% (107/143)</li> </ul>   | <ul style="list-style-type: none"> <li>Engaged: n/a</li> <li>Satisfied: n/a</li> <li>Basic needs met: 84% (109/129)</li> <li>Completion: 96% (87/91)</li> </ul>               | <ul style="list-style-type: none"> <li>Engaged: n/a</li> <li>Satisfied: n/a</li> <li>Basic needs met: 94% (110/117)</li> <li>Completion: 75% (73/97)</li> </ul>              |

\* Each organization reports on a subset of performance measures that align with its program model. Measures are also subject to change over time as programs make adjustments. A program may not report on all outcomes, shown as “not applicable.”

\*\* Performance measure cannot be deduplicated across quarters because DCHS collected aggregate-level data in 2022. Totals include all quarters and participants may be counted more than once.

\*\*\* Community Passageways decided not to renew its contract in 2024.

Figure 6 includes the following measures: percent of participants meeting a goal as defined by their action plan, increasing knowledge and skills, increasing social connection with peers, and developing positive identity.

*Figure 6: Goals, Knowledge and Skills, Social Connection, and Positive Identity*

|                          | <b>Goals, Knowledge and Skills, Social Connection, and Positive Identity*</b>                                                                                                 |                                                                                                                                                                                |                                                                                                                                                        |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Partner</b>           | <b>2022**</b>                                                                                                                                                                 | <b>2023</b>                                                                                                                                                                    | <b>2024</b>                                                                                                                                            |
| CHOOSE 180               | <ul style="list-style-type: none"> <li>Goal: 55% (23/42)</li> <li>Knowledge and Skills: 55% (23/42)</li> <li>Connection: n/a</li> <li>Identity: n/a</li> </ul>                | <ul style="list-style-type: none"> <li>Goal: 71% (5/7)</li> <li>Knowledge and Skills: 60% (3/5)</li> <li>Connection: n/a</li> <li>Identity: n/a</li> </ul>                     | <ul style="list-style-type: none"> <li>Goal: 75% (12/16)</li> <li>Knowledge and Skills: n/a</li> <li>Connection: 50%</li> <li>Identity: n/a</li> </ul> |
| Community Passageways*** | <ul style="list-style-type: none"> <li>Goal: 14% (6/44)</li> <li>Knowledge and Skills: 64% (28/44)</li> <li>Connection: 52% (23/44)</li> <li>Identity: 84% (37/44)</li> </ul> | <ul style="list-style-type: none"> <li>Goal: 94% (17/18)</li> <li>Knowledge and Skills: 61% (11/18)</li> <li>Connection: 61% (11/18)</li> <li>Identity: 89% (16/18)</li> </ul> | n/a                                                                                                                                                    |

|                                        | <b>Goals, Knowledge and Skills, Social Connection, and Positive Identity*</b>                                                                                                           |                                                                                                                                                                                   |                                                                                                                                                                                       |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Partner</b>                         | <b>2022**</b>                                                                                                                                                                           | <b>2023</b>                                                                                                                                                                       | <b>2024</b>                                                                                                                                                                           |
| Collective Justice                     | <ul style="list-style-type: none"> <li>Goal: 98% (79/81)</li> <li>Knowledge and Skills: 98% (79/81)</li> <li>Connection: 98% (79/81)</li> <li>Identity: 98% (79/81)</li> </ul>          | <ul style="list-style-type: none"> <li>Goal: 79% (15/19)</li> <li>Knowledge and Skills: 100% (19/19)</li> <li>Connection: 100% (19/19)</li> <li>Identity: 100% (19/19)</li> </ul> | <ul style="list-style-type: none"> <li>Goal: 100% (19/19)</li> <li>Knowledge and Skills: 95% (18/19)</li> <li>Connection: 95% (18/19)</li> <li>Identity: 95% (18/19)</li> </ul>       |
| Creative Justice                       | <ul style="list-style-type: none"> <li>Goal: 85% (88/104)</li> <li>Knowledge and Skills: 93% (66/71)</li> <li>Connection: 93% (66/71)</li> <li>Identity: 81% (66/81)</li> </ul>         | <ul style="list-style-type: none"> <li>Goal: 85% (63/74)</li> <li>Knowledge and Skills: 99% (73/74)</li> <li>Connection: 100% (88/88)</li> <li>Identity: 100% (74/74)</li> </ul>  | <ul style="list-style-type: none"> <li>Goal: 80% (98/123)</li> <li>Knowledge and Skills: 83% (102/122)</li> <li>Connection: 93% (114/123)</li> <li>Identity: 96% (116/121)</li> </ul> |
| Congolese Integration Network          | <ul style="list-style-type: none"> <li>Goal: 100% (253/253)</li> <li>Knowledge and Skills: 97% (246/253)</li> <li>Connection: 92% (234/253)</li> <li>Identity: 92% (233/253)</li> </ul> | <ul style="list-style-type: none"> <li>Goal: 84% (53/63)</li> <li>Knowledge and Skills: 95% (57/60)</li> <li>Connection: 94% (60/64)</li> <li>Identity: 98% (46/47)</li> </ul>    | <ul style="list-style-type: none"> <li>Goal: 90% (55/61)</li> <li>Knowledge and Skills: 100% (39/39)</li> <li>Connection: 98% (63/64)</li> <li>Identity: 100% (64/64)</li> </ul>      |
| East African Community Services        | <ul style="list-style-type: none"> <li>Goal: 95% (118/124)</li> <li>Knowledge and Skills: 95% (118/124)</li> <li>Connection: 98% (122/124)</li> <li>Identity: 98% (122/124)</li> </ul>  | <ul style="list-style-type: none"> <li>Goal: 98% (53/54)</li> <li>Knowledge and Skills: 98% (53/54)</li> <li>Connection: 98% (53/54)</li> <li>Identity: 98% (53/54)</li> </ul>    | <ul style="list-style-type: none"> <li>Goal: 100% (65/65)</li> <li>Knowledge and Skills: 100% (65/65)</li> <li>Connection: 100% (65/65)</li> <li>Identity: 100% (65/65)</li> </ul>    |
| Pacific Islander Community Association | <ul style="list-style-type: none"> <li>Goal: 54% (77/143)</li> <li>Knowledge and Skills: 47% (43/91)</li> <li>Connection: 79% (113/143)</li> <li>Identity: 69% (99/143)</li> </ul>      | <ul style="list-style-type: none"> <li>Goal: 35% (16/46)</li> <li>Knowledge and Skills: 58% (25/43)</li> <li>Connection: 53% (29/49)</li> <li>Identity: 66% (31/47)</li> </ul>    | <ul style="list-style-type: none"> <li>Goal: 22% (7/32)</li> <li>Knowledge and Skills: 41% (11/27)</li> <li>Connection: 46% (17/37)</li> <li>Identity: 68% (27/40)</li> </ul>         |
| RVC fiscal sponsor for RCP             | n/a                                                                                                                                                                                     | <ul style="list-style-type: none"> <li>Goal: 88% (106/121)</li> <li>Knowledge and Skills: n/a</li> <li>Connection: n/a</li> <li>Identity: n/a</li> </ul>                          | <ul style="list-style-type: none"> <li>Goal: 92% (86/93)</li> <li>Knowledge and Skills: n/a</li> <li>Connection: n/a</li> <li>Identity: n/a</li> </ul>                                |

\* Each organization reports on a subset of performance measures that align with their program model. Measures are also subject to change over time as programs make adjustments. A program may not report on all outcomes, shown as “not applicable.”

\*\* Performance measure cannot be deduplicated across quarters because DCHS collected aggregate-level data in 2022. Totals include all quarters and participants may be counted more than once.

\*\*\* Community Passageways did not renew its contract in 2024.

In addition to performance measures, RCP providers also share narrative reports with xxx to help capture the story of program impact, including how it fosters connection and belonging, helps young people develop a positive identity and new skills, and supports participants to achieve personalized goals. RCP organizations report narrative information on a quarterly basis that includes stories about the participants and families they serve. Such stories show how RCP programs help young people develop a positive identity and new skills:

“My appreciation for [the RCP program] is how we were able to talk and ask questions we were never able to or have the space to. I’m looking forward to being a [program] facilitator apprentice because I know how much this circle helped me understand my emotions more and understand the people around me. I think that this circle is so useful and important for black and brown youth.” – RCP Participant

Additional outcome stories from RCP providers are included in Appendix B.

**4. A description of any improvements to the restorative community pathways program being pursued or suggested by the department of community and human services. The prosecuting attorney's office should be provided the opportunity to comment on the improvements being pursued or suggested, and that response should be included in the report.**

I intend to rename Restorative Community Pathways the King County Youth Diversion and Intervention Program (**KCYDI**) to reflect a shift to move the program within King County and increase coordination and communication, while preserving the essential community-based service model.

As of July 2025, the King County Prosecutor suspended felony referrals to RCP. With the PAO’s decision to no longer refer youth with alleged first-time low-level felonies to community-based diversion, DCHS and contracted partners expect to serve fewer young people in the next biennium. Over the last four years of operation, youth with alleged first-time low level-felonies have represented between 25 and 30 percent of youth referrals from the PAO. In 2024, RCP served a total of 524 youth and community members who have experienced harm. Moving forward, DCHS anticipates serving up to 200 youth with alleged misdemeanors, and up to 200 community members who have experienced harm, or 400 total King County residents each year.

The proposed budget reduces biennial funding for DCHS youth diversion by \$1.65 million to reflect appropriate funding for misdemeanor cases. Based on referrals for the last four years, DCHS anticipates that the reduced budget will still ensure capacity to serve all youth with alleged misdemeanors referred by the PAO.

I am also proposing several changes to KCYDI based on DCHS recommendations and reflected in my 26-27 proposed budget that would improve program administration as it relates to referral data, referral processes, and connection to youth directly with relevant DCHS funded services.

My 2026-2027 proposed budget includes four additional DCHS positions (including one term limited employee) and reduces contract funding for functions that will move to DCHS staff.

My 2026-2027 proposed budget supports implementation of changes for the 2026-2027 biennium, including:

- Moving the roles of referral administration and consortium coordination from a community organization into DCHS to coordinate participant outreach and referral to KCYDI services. This change involves two FTE: a referral administrator who receives the referred youth and CMEH contacts from PAO and assigns them to KCYDI navigators; and a contract manager to support request for proposal processes, contracting and invoice review, performance monitoring, and organizing regular convenings among providers. The current DCHS Program Manager will oversee contract management and carry out communication and coordination functions.
- Strengthening connections between KCYDI service providers and DCHS housing, behavioral health, education, employment, and other related services.
- Adding a School Liaison (one TLT) to the DCHS team to develop and foster relationships with King County school districts, and support KCYDI navigators to get youth back into school, stay in school, and have success in school. This may include helping youth change schools when needed. This work will be piloted on a temporary basis in 2026-2027 to determine effectiveness of this model.
- Enhancing data collection and reporting, for example, implementing pre- and post-assessments for youth served; deduplicating youth across programs in reports; reporting average time between referral, enrollment, and program completion; and integrating recidivism and law enforcement data from PAO into program reporting and evaluation efforts. The Executive's proposed budget includes a full-time, dedicated evaluator.
- Launching a new RFP to reprocore community-based services delivered by community-based providers, consistent with typical DCHS procurement and contracting processes. The RFP process would create an opportunity to: reprocore services reflecting the most up-to-date operational model; update performance monitoring plans to include new data to be collected from 2026; and allow potential changes in organizations hosting KCDYI navigators.
- Decentralizing the distribution of the Youth and Family Fund. No organization applied for this role in the initial 2021 RFP. As a result, an RCP centralized operations team and fiscal sponsor took on this body of work. In the RFP proposed for 2026, organizations would instead apply to manage their own portion of the Youth and Family funds, reporting directly to DCHS on expenditures in their quarterly reports.
- Beginning collecting data on school and education engagement to document results and inform program changes.
- Shifting the role of the Youth Steering Committee away from decision-making to informing service improvements. Feedback from youth will inform continuous quality improvement of KCYDI to ensure contracted providers are meeting the needs of youth.

### **PAO Response to Planned RCP Improvements**

Consistent with Ordinance 19861, Section 107, Proviso P1, in August 2025 DCHS provided the PAO with an opportunity to review and comment on the planned improvements described in the section above. This subsection provides the PAO's response:

*The King County Prosecuting Attorney's Office (PAO) appreciates the partnership and open communication demonstrated by the Office of the Executive and the Department of Community and Human Services (DCHS) in seeking input from our Juvenile Division regarding planned improvements to the Restorative Community Pathways (RCP) program, now renamed the King County Youth Diversion and Intervention Program (KCYDI). We value this collaborative approach and the shared goal of creating a youth diversion system that is transparent, accountable, helps decrease racial disproportionality, helps harmed parties and those accused of causing harm, produces meaningful and measurable outcomes, are independently evaluated for effectiveness, and are cost effective and sustainable.*

*Under Washington State law, most juvenile misdemeanors are subject to mandatory diversion. It is therefore critical that King County preserve diversion as an effective and viable option for case referrals. Diversion programs must be accountable to the community and demonstrate meaningful impact in reducing recidivism, addressing racial disproportionality, supporting harmed parties, and providing opportunities for accountability and growth among youth who have caused harm.*

*The PAO strongly supports the proposed improvements that emphasize **school engagement and re-engagement**. Research and experience show that consistent connection to education is one of the most powerful protective factors against future justice system involvement. We appreciate that DCHS has incorporated the PAO's recommendation to include a dedicated school liaison role within the KCYDI framework, and we look forward to partnering on efforts to measure educational outcomes as part of the program's success metrics.*

*The PAO also supports enhancements to **data transparency and evaluation**, including improved data sharing between DCHS and the PAO, integration of recidivism and law enforcement data, and independent evaluation of program effectiveness. These steps will help ensure that diversion in King County remains credible, measurable, and responsive to community expectations.*

*Our youth deserve opportunities to succeed. Harmed parties deserve opportunities to heal. Taxpayers deserve cost-effective programs that create meaningful improvement. Everyone deserves diversion programs that demonstrate positive results and enhance community safety.*

*The King County Prosecuting Attorney's Office remains committed to working with the Office of the Executive, DCHS, and our community partners to continue*

*building and strengthening youth diversion in King County to benefit all our communities.*

## Conclusion

This letter, its appendices, and the related juvenile diversion dashboard administered by PSB, build on DCHS' existing ongoing reporting about RCP that is available on the County's website and respond to the Council's requests through Ordinance 19861, Section 107, Proviso P1 for additional data about the RCP program's outcomes and its contractors' performance. (DCHS' ongoing quarterly reporting about RCP is available online at <https://kingcounty.gov/en/dept/dchs/about-king-county/about-dchs/data-reports/briefs-reports>.)

As directed by the proviso, this letter also summarizes potential improvements to the program, if approved via the 2026-2027 biennial budget, as well as the PAO's response to those plans.

If you or your staff have any questions, please contact Kelly Rider, Director, Department of Community and Human Services, at 206-263-5780.

Sincerely,



for

Shannon Braddock  
King County Executive

Enclosure

cc: King County Councilmembers  
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council  
Melani Hay, Clerk of the Council  
Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive  
Stephanie Pure, Council Relations Director, Office of the Executive  
Kelly Rider, Director, Department of Community and Human Services

### Appendix A: Juvenile Diversion Dashboard Elements that Respond to Proviso Requirements

Tabs RCP Proviso 1, RCP Proviso 2, RCP Proviso 3, RCP Proviso 4, and RCP Proviso 5 in the PSB Juvenile Diversion Dashboard include data required by Council based on Ordinance 19861, Section 107, Proviso P1. The pages only include information on youth cases referred by the PAO to RCP, not community referrals or harmed party referrals. Data is reported based on the year PAO referred a case to RCP, and include referrals made from January 1, 2022 through December 31, 2024. PAO-reported data is current through April 30, 2025, and DCHS-reported data is current through December 31, 2024. Data in the dashboard are only reported if there are 10 or more participants, to preserve anonymity.

The proviso references seven specific requirements for the dashboard. Notes on the specific dashboard content are included in the table below.

| Proviso Text                                                                                                                                                                                                                                                                              | Proviso Item Notes                                                                                                                           | Dashboard Tab | Measure                                                                                             | Count Unit            | Data Source                                            | Measure Notes                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| 1. The number of unique referrals by the prosecuting attorney's office;                                                                                                                                                                                                                   |                                                                                                                                              | RCP Proviso 1 | 1a: Number of unique case referrals by the prosecutor, by month                                     | Case referrals        |                                                        |                                                                                                                                    |
|                                                                                                                                                                                                                                                                                           |                                                                                                                                              | RCP Proviso 1 | 1aa: Number of unique case referrals by the prosecutor, by year                                     | Case referrals        | Data provided by PAO included in DCHS Quarterly report |                                                                                                                                    |
| 2. The number of youths who were unable to be contacted, the number of youth referred back to the prosecuting attorney's office for being unable to be contacted and, the number of youth pending contact, including the average time from referral and the current status or rereferral; | Information is reported for unique referrals (cases), not youth. Information on legal system involvement on subsequent cases provided in #7. | RCP Proviso 1 | 2a: Number of cases returned to the prosecutor due to inability to contact, by year of referral     | Cases returned        | Data provided by PAO included in DCHS Quarterly report | RCP refers all youth unable to be contacted back to the PAO.                                                                       |
|                                                                                                                                                                                                                                                                                           |                                                                                                                                              | RCP Proviso 1 | 2b: Number of cases at the end of the quarter, pending contact by RCP                               | Cases pending contact | DCHS Quarterly report                                  | This is the total number of cases at the end of each quarter who are pending contact. Cases not disaggregated by year of referral. |
|                                                                                                                                                                                                                                                                                           |                                                                                                                                              | RCP Proviso 1 | 2c: Average time from referral to returned to the prosecutor due to no contact, by year of referral | Days                  | Data provided by PAO                                   |                                                                                                                                    |
| 3. The number of youths who refused services, the number of youth referred back to the prosecuting attorney's office for                                                                                                                                                                  | Information is reported for unique referrals (cases), not youth.                                                                             | RCP Proviso 2 | 3a: Number of cases returned to the prosecutor due to lack of consent, by year of referral          | Cases returned        | Data provided by PAO included in DCHS Quarterly report | RCP refers all cases for youth who refused services back to the PAO.                                                               |

| Proviso Text                                                                                                                                                                                                                   | Proviso Item Notes                                               | Dashboard Tab | Measure                                                                                                | Count Unit               | Data Source            | Measure Notes                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------|--------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| refusal of services, including the average time between referral and rereferral for all categories;                                                                                                                            |                                                                  | RCP Proviso 2 | 3b: Average time from referral to return to the prosecutor due to lack of consent, by year of referral | Days                     | Data provided by PAO   |                                                                                                                                                                                              |
| 4. The number of youth who enrolled in services, and the average time, the range of times, and the distribution of times from when a youth is referred by the prosecuting attorney's office to when they enrolled in services; | Information is reported for unique referrals (cases), not youth. | RCP Proviso 2 | 4a: Number of unique cases accepting services, by year of referral                                     | Cases accepting          | Report provided by PAO | RCP reports the date the individual accepts services to PAO. Enrollment date may be different but is not reported to the PAO. Reports do not include post-filing acceptance of RCP services. |
|                                                                                                                                                                                                                                |                                                                  | RCP Proviso 2 | 4b: Average time between referral and acceptance of services, by year of referral                      | Days                     | Data by PAO            | RCP reports the date the individual accepts services to PAO. Enrollment date may be different but is not reported to the PAO. Reports do not include post-filing acceptance of RCP services. |
|                                                                                                                                                                                                                                |                                                                  | RCP Proviso 2 | 4c: Range of time between referral and acceptance of services, by year of referral                     | Minimum and maximum days | Reports by RCP and PAO | RCP reports the date the individual accepts services to PAO. Enrollment date may be different but is not reported to the PAO. Report do not include post-filing acceptances.                 |



| Proviso Text                                                                                                                                                                                                                                                                                                                                                                                   | Proviso Item Notes                                                          | Dashboard Tab | Measure                                                                                              | Count Unit                 | Data Source              | Measure Notes                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------------------------|----------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                |                                                                             | RCP Proviso 2 | 4d: Histogram of time between referral and acceptance, by year of referral                           | Days; Histogram            | RCP reports data to PAO  | RCP reports the date the individual accepts services to PAO. Enrollment date may be different but is not reported to the PAO. Report do not include post-filing acceptances. |
| 5. The number of youth who exited the program without completing the program and, of that number, the number who are referred back to the prosecuting attorney's office, including the average time, the range of times, and the distribution of times from when a youth is referred to the program, enrolled in services to when the youth exited the program without completing the program; | Information on legal system involvement on subsequent cases provided in #7. | RCP Proviso 3 | 5a: Number of youth who exited without completing the program, by year of referral                   | Number of youth            | Provider data reports    |                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                |                                                                             | RCP Proviso 3 | 5b: Number of exiting youth referred back to the prosecutor, without completing, by year of referral | Cases referred back to PAO | Policy, per PAO and DCHS | Per agreement with PAO and DCHS at the start of the program prior to the first referral, RCP does not refer cases back to PAO after RCP services are accepted.               |
|                                                                                                                                                                                                                                                                                                                                                                                                |                                                                             | RCP Proviso 3 | 5c: Average time between enrollment and exit without completing services, by year of referral        | Avg. number of days        | Provider data reports    |                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                |                                                                             | RCP Proviso 3 | 5d: Range of time between enrollment and exit without completing services, by year of referral       | Days; Histogram            | RCP reports data to PAO  | RCP reports the date the individual accepts services to PAO. Enrollment date may be different but is not reported to the PAO. Report do not include post-filing acceptances. |

| Proviso Text                                                                                                                                                                                                | Proviso Item Notes | Dashboard Tab | Measure                                                                                               | Count Unit               | Data Source             | Measure Notes                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------------------------------------------------------------------------------------|--------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                             |                    | RCP Proviso 3 | 5e: Distribution of time between enrollment and exit without completing services, by year of referral | Days; Histogram          | RCP reports data to PAO | RCP reports the date the individual accepts services to PAO. Enrollment date may be different but is not reported to the PAO. Report do not include post-filing acceptances. |
| 6. The number of youth completing the program, including the average time, the range of times, and the distribution of times from when a youth enrolled in services to when they completed the program; and |                    | RCP Proviso 4 | 6a: Number of youth completing the program, by year of referral                                       | Number of youth          | Provider data reports   |                                                                                                                                                                              |
|                                                                                                                                                                                                             |                    | RCP Proviso 4 | 6b: Average time between enrollment and exit completing services, by year of referral                 | Average number of days   | Provider data reports   |                                                                                                                                                                              |
|                                                                                                                                                                                                             |                    | RCP Proviso 4 | 6c: Range of time between enrollment and exit completing services, by year of referral                | Minimum and maximum days | Provider data reports   |                                                                                                                                                                              |
|                                                                                                                                                                                                             |                    | RCP Proviso 4 | 6d: Distribution of time between enrollment and exit completing services, by year of referral         | Days; Histogram          | Provider data reports   |                                                                                                                                                                              |

| Proviso Text                                                                                                                                                                                                                                                                                                                                                                                                                     | Proviso Item Notes                                               | Dashboard Tab | Measure                                                                                                                 | Count Unit                        | Data Source  | Measure Notes                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. Working with the prosecuting attorney's office, determine the number of referrals back to the prosecuting attorney's office that have been subsequently declined, charges filed, rereferred to the restorative community pathways programs, or rereferred to a court diversion program, and the number of youth who were diverted to the restorative community pathways programs that have had new law enforcement referrals. | Information is reported for unique referrals (cases), not youth. | RCP Proviso 5 | 7a: Number of cases declined by the prosecutor that were originally referred to RCP, but returned, by year of referral  | Cases declined                    | PAO Analysis | Accurate as of 4/30/2025. Less than 10 cases also remain under review as of 4/30/2025. The PAO's long-standing practice is not to file returned diversions for misdemeanor offenses when the youth has remained crime-free for a sufficient period and reliable contact information is still unavailable. |
|                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                  | RCP Proviso 5 | 7b: Number of cases filed that were originally referred to RCP, but returned, by year of referral                       | Cases filed                       | PAO Analysis | Accurate as of 4/30/2025. Fewer than 10 cases also remain under review as of 4/30/2025.                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                  | RCP Proviso 5 | 7c: Number of cases referred again to RCP that were originally referred to RCP, but returned, by year of referral       | Cases re-referred                 | PAO Analysis | Accurate as of 4/30/2025. Only filed cases are eligible for re-referral. Fewer than 10 cases also remain under review as of 4/30/2025.                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                  | RCP Proviso 5 | 7d: Number of cases referred to court diversion that were originally referred to RCP, but returned, by year of referral | Cases referred to Court Diversion | PAO Analysis | Accurate as of 4/30/2025. Fewer than 10 cases also remain under review as of 4/30/2025.                                                                                                                                                                                                                   |

| Proviso Text | Proviso Item Notes | Dashboard Tab | Measure                                                                                                | Count Unit                                   | Data Source                         | Measure Notes                                                                                                                                                                 |
|--------------|--------------------|---------------|--------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              |                    | RCP Proviso 5 | 7e: number of cases referred to RCP and with subsequent law enforcement referrals, by year of referral | RCP referrals with law enforcement referrals | PAO and Seattle University Analysis | The PAO did not provide this data. It instead published its own standalone report in July 2025, entitled <i>RCP: Experiences and Outcomes</i> , authored by Claus C. Pörtner. |

\* Monthly and annual aggregate data was included on PSB's juvenile diversion dashboard for the number of unique referrals by the PAO, as noted in item 1 in the table above. PSB's juvenile diversion dashboard provides all other data related to this proviso in annual increments to align data availability across information provided for the dashboard by DCHS and PAO.

## Appendix B: Program Impact Stories

The following story excerpts are taken from RCP organizations' narrative reports.

"[One youth] shared with a navigator that he wants to have dinner with his family at least twice a week so they can just talk about the things that are going on in their lives, and he felt like that was not something that he could do because of the emotional distance between him and his grandparents ... [This youth] has been facing so many adversities in his life that have caused him to end up in difficult situations and because he has never been given the right tools to handle these adversities, he finds himself responding in unhealthy ways. Being a part of the circle has allowed for [him] to gain other tools like communication to work out some of the conflicts that he may be dealing with." – RCP Provider

"A Community member who has experienced harm youth had experienced a fight with another youth at school, she had been in Seattle for about two years now and since connecting with her community navigator she has jumped into programming with one of the organizations within our consortium ... [RCP] helped with a moving transition, homecoming dress, extra support to her family. She continues to be super active in the program and expressed not wanting to leave. [She shared:] 'It's had a very good impact on me. It's opened up new activities I didn't know about [and] got me involved with my community. And it's been a really good way to experience new things since I'm new to the city.'" – RCP Provider

"I recently worked with a kid who was in our program due to him going 100 miles per hour on a motorcycle and popping wheelies in residential areas. While in this program, I got to know him, and he opened up about himself as a person. We talked about goals, his future, his past, and why he is who he is today. As crazy as it is to say, over six months, I watched this man go from Youth to an adult. During the program, we worked on getting him a job which he found at a lumber yard, we worked on anger management, we worked on goals, he is almost at his targeted money goal for his own apartment! What touched me is that after all of this, he called me one day and said, 'Thank you for everything. I didn't know that all I needed was somebody to talk to and a couple of months for me to get my head on straight.'" – RCP Community Navigator

"[One youth participant] had come to a point of giving up, isolating herself and from her own words, she was not looking forward to another day. She could barely keep a job and was always getting into very aggressive altercations with the parents and siblings. After building an authentic relationship with the Navigator, we connected her with the best match in therapy, though she started slow and aloof, she eventually opened up and allowed herself to go through the process. After a couple of months ... the Navigator reported being surprised by the kind of positive energy she projected. She had personally decided to make changes in her life. She was happy to tell her that she had secured a job interview the next day and was learning how to manage her finances ... She [also] argued that she had learnt to control her emotions, and it helped a great deal. The navigator also followed up with her mother who confirmed that things had changed a lot at home." – RCP Provider

"We were able to support a young person who had experienced ongoing harm within school. As part of their safety planning sessions with us, they named the desire to transfer to online learning for their safety and emotional well-being. However, their parents were unable to bear the administrative burden of navigating this transition or to afford a laptop necessary for this transition. Alongside the young person and their family, we led the process of supporting them in the transfer to online learning and connecting them with essential resources to acquire a laptop. Furthermore, recognizing the financial strain on the family due to a decrease in their parent's work hours as they tended to their child, we connected them with rental support." – RCP Provider

"[One young person] successfully secured a job and enrolled in a school for an electrician apprenticeship, marking a transformative journey towards personal and professional growth. In addition to these accomplishments, he completed [electronic home monitoring]. To commemorate these achievements and to celebrate the newfound freedom and independence, we shared a meaningful meal together. During the celebration, we also provided funds to support the young person in securing his own apartment. He's since moved out of his mom's and into their own place, symbolizing not only personal success but also the realization of newfound autonomy." – RCP Provider

“At a time when I had no idea on how I was to proceed with life after the incident we endured, RCP reached out and offered counseling and restitution to help replace what was lost by them intervening they really helped save my daughter and I’s relationship. Thank you so much.” – RCP Community member who has experienced harm Participant

“A story we would like to share is of a youth participant who was struggling with school and communicating in unhealthy ways with his mom. His mom was exhausted in trying to find better alternatives for her son than sending him away. He got connected to his community navigator and started to turn things around, he joined boxing and personal boxing training as well as recognizing that he is a role model for his younger sibling. He recently texted our navigator, ‘Thank you so much [navigator name] you really changed my whole life around. I really don’t know what I’d be doing if I wasn’t in this program, genuinely.’” – RCP Provider

“This young person faced significant challenges after being expelled from school following a fight where he was involved in a confrontation that included the presence of a knife ... A community navigator stepped in to help, bringing together him and his family to mediate a constructive conversation ... Working with the community navigator, he found a new sense of motivation and learned to channel his energy into positive, constructive goals. This process was collaborative; he received guidance that encouraged him to make his own choices, with the support to explore those steps together.” – RCP Provider



# Appendix C: King County Department of Community and Human Services Contracts and Amendments 2021-2022

## King County

Department of Community and Human Services  
Children, Youth and Young Adults Division  
401 Fifth Avenue, Suite 500  
Seattle, WA 98104  
206-263-9105  
TTY Relay: 711

### KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2021/2022

Contractor Community Leaders Roundtable of Seattle  
Project Title Restorative Community Pathways  
Contract Amount \$ 438,366  
Contract Period From: 10/01/2021 To 12/31/2022  
DUNS No. (if applicable) \_\_\_\_\_ SAM No. (if applicable) \_\_\_\_\_

THIS CONTRACT No. 6242292 is entered into by KING COUNTY (the "County"), and Community Leaders Roundtable of Seattle (the "Contractor") whose address is Choose 180 1416 SW 151st ST, Burien, WA 98166.

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$438,366      | 10/01/2021 - 12/31/2022 |
| TOTAL           | \$438,366      | 10/01/2021 - 12/31/2022 |

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

#### 1. Contract Services and Requirements, and Incorporated Exhibits.

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

| EXHIBIT NAME | EXHIBIT NUMBER |
|--------------|----------------|
| Choose 180   | Exhibit I      |

**If you require accommodation to access this form, alternate formats are available upon request.**

## 2. **Contract Term**

- A. This Contract shall begin on 10/01/2021, and shall terminate on 12/31/2022, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

## 3. **Compensation and Method of Payment**

### A. **Compensation:**

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

### B. **Invoicing:**

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

### C. **Final Invoice:**

The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

### D. **Reimbursement for Travel:**

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

## 4. **Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

## 5. **Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

## 6. **Maintenance of Records**

### A. **Accounts and Records:**



The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

**B. Nondiscrimination and Equal Employment Records:**

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

**7. Evaluations and Inspections**

**A. Subject to Inspection, Review, or Audit:**

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

**B. Medical Records:**

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records

practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibits to this Contract. The Contractor shall participate in evaluation activities as required by the county and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**8. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

**9. Financial Report Submission**

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov) by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.

- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

| Entity Type                   | Non-Profit                                                                                                                                                    |                                                                                                        | For Profit                                                                                                                           |                                                                                                        |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Gross Revenue</b>          | Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.                                                                                | Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.                          | Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.                                                       | Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.                          |
| <b>Required Documentation</b> | <ul style="list-style-type: none"> <li>Form 990 within 30 days of its being filed; and</li> <li>A full set of annual internal financial statements</li> </ul> | Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm | <ul style="list-style-type: none"> <li>Income tax return; and</li> <li>A full set of annual internal financial statements</li> </ul> | Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm |
| <b>Due Date</b>               | Within 30 calendar days from the forms being filed.                                                                                                           | Within nine months following the close of the Contractor's fiscal year.                                | Within 30 calendar days from the forms being filed.                                                                                  | Within nine months following the close of the Contractor's fiscal year.                                |

- D. Waiver:

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the County's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the County at:

DCHSContracts@kingcounty.gov for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

## 10. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

**B. Contractor's Corrective Action Plan:**

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

**C. County's Determination of Corrective Action Plan Sufficiency:**

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

**D. Termination or Suspension:**

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

**E. Withholding Payment:**

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

**F. Non-Waiver of Rights:**

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, D, and E.

**11. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

**12. Termination****A. Termination for Convenience:**

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

**13. Hold Harmless and Indemnification**

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and

compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this

purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

**E. Intellectual Property Infringement:**

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

**14. Insurance Requirements**

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section and at the link below, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors.

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 30 calendar days of signing the contract. Evidence of Insurance and Endorsements shall be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). The Contractor may request additional time to provide the required documents by emailing [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). Extensions will be granted at the sole discretion of DCHS.

The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. Any provision in any Contractor or subcontractor insurance policy that restricts available limits of liability in a written agreement or contract shall not apply. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverage types and limit requirements can be found by visiting <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>.

**15. Assignment**

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

**16. Subcontracting**

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28 and 29, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

**17. Nondiscrimination and Payment of a Living Wage**

- A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex,



race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

## 18. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or

grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

## **19. Equipment Purchase, Maintenance, and Ownership**

### **A. Equipment Maintenance:**

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

### **B. Equipment Ownership:**

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

## **20. Proprietary Rights**

### **A. Ownership Rights of Materials Resulting from Contract:**

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

### **B. Ownership Rights of Previously Existing Materials:**

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

### **C. Continued Ownership Rights:**

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

**21. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**22. King County Recycled Product Procurement Policy**

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

**23. Future Support**

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

**24. Entire Contract**

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

**25. Contract Amendments**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

**26. Notices**

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

**27. Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

**28. Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**29. No Third-Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

**30. Non-Waiver of Breach**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

**31. Force Majeure**

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include, but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

**A. No Breach if Force Majeure Applies:**

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

**B. Duty to Minimize Disruption and Give Notice:**

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

**C. Extension of Time:**

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

**D. Suspending Performance:**

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

### **32. Emergency Response Requirements**

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

### **33. Contractor Certification**

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and agrees to comply with all of the contract terms and conditions detailed on that site, including, but not limited to, Equity and Social Justice, applicable Emergency Response, EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

DocuSigned by:

*Denise Rothleutner*

FOR

#45F802206E54AF  
King County Executive

3/7/2022

Date

COMMUNITY LEADERS ROUNDTABLE  
OF SEATTLE

DocuSigned by:

*Sean Goode*

#45B0853244E404  
Signature

Sean Goode

Name (Please type or print)

3/4/2022

Date

**EXHIBIT I**  
**COMMUNITY LEADERS ROUNDTABLE OF SEATTLE (CHOOSE 180)**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: 10/01/2021 – 12/31/2022**

**I. STATEMENT OF WORK**

Community Leaders Roundtable of Seattle, Choose 180, “Contractor” shall provide support for the youth and community members and participating in RCP Consortium (the network of RCP contractors collaboratively working together to offer services that support and guide system-involved youth, and their families through the RCP process to build trusting and accountable relationships) in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed **\$438,366** for the Exhibit Period October 1, 2021 through December 31, 2022.

**II. BACKGROUND AND LEADING WITH EQUITY**

**A. Restorative Community Pathways (RCP)**

RCP is a comprehensive, community-led process that divests funds and services from the current juvenile legal system, which is racially disproportionate and often harmful. RCP invests in a community-driven support system that leads with racial equity and care for the young people, their families, the community members who have experienced harm, and the community. The RCP process is largely informed and designed by the RCP Workgroups.

The RCP model is rooted in Restorative Justice and moves beyond the victim-perpetrator dichotomy by acknowledging and honoring the harm experienced by every person engaged in RCP. RCP seeks to provide healing and restoration for all parties and empower those harmed, giving voice to their needs. The RCP model additionally offers financial compensation through the Compensation Fund.

The King County Prosecuting Attorney’s Office (PAO) shall refer eligible young people to the RCP Consortium, defined below, rather than involving them in the juvenile legal system. Members of the RCP Consortium shall serve in the RCP Consortium as Community Navigators and design support services to respond to and meet the individualized needs of both the youth and the community members who have experienced harm. The services to be provided will help young people and their families meet their goals, promote healing for community members who have experienced harm, and offer payment from a Compensation Fund.

Through this community-led accountability and restoration process, survivors have a voice in their healing process, and young people have an opportunity to engage in meaningful accountability for harm they have caused, without being pushed into the juvenile legal system.

RCP will be steered by a collective of youth from across King County known as the “Youth Steering Committee.” The Youth Steering Committee will partner with the RCP Consortium to serve as the decision-making body of RCP.

RCP is grounded in the following principles:

1. This work is about centering healing not punishment.
2. This work is about removing power from the County and returning it to communities - it is a move towards getting rid of the criminal system.
3. This work is about undoing the culture of white supremacy, colonialism, cis-hetero-patriarchy, and all other forms of oppression.
4. This work is centering the agency and liberation of youth.
5. This work is about building, and holding accountable, caring relationships

B. The RCP Consortium

The RCP Consortium will consist of nine contractors that will each serve a role to create a community network of support for participants in the RCP process. Each contractor will provide community navigation support for youth, their families, and community members who have experienced harm. The RCP Consortium, as a whole, will provide the following Areas of Service:

1. Basic Needs;
2. Restorative Justice and Healing;
3. Connection; and
4. Community.

As a member of the RCP Consortium, the Contractor will provide services to ensure youth, their families, and community members who have experienced harm are able to develop their own action plans for healing and accountability. The Contractor will also provide navigation services to support youth and community members who have experienced harm to implement their action plans and meet their goals.

### III. DEFINITIONS

- A. **Administrative Costs:** Overall shared insurance and professional fees such as general administrative staff time, central rates, Information Technology costs, fiscal sections costs.
- B. **Areas of Service:** The four types of services and supports to be offered to individuals participating in RCP by the RCP Consortium are as follows:
1. **Basic Needs:** Supporting youth, their family members, and community members who have experienced harm in accessing basic needs such as housing and rent support, bill payments, groceries, clothing, mental and physical health services, and other needs.
  2. **Restorative Justice and Healing:** Creating collective spaces and processes for healing and accountability for the youth and community members who have experienced harm.
  3. **Connection:** Providing youth with peer-support, mentorship, educational and vocational opportunities, and support services.



4. **Community:** Building and holding space for intentional community support and organizing centered in shared identity (racial, refugee, gender, sexual, religious, cultural, etc.).
- C. **Assessment:** Tool used to determine participants' needs, strengths, and risk and support factors will be completed by Community Navigators and participants.
- D. **Community Navigators:** Individual members of the RCP Consortium employed or contracted staff who shall either work with youth and their families referred by the PAO or community members who have experienced harm referred by the PAO. Community Navigators shall provide, or facilitate the provision of, the four Areas of Service in RCP.
- E. **Culturally Responsive and Reflective:** An approach and/or programming that honors and engages the history, beliefs, traditions, and values of those whom are served; implements the approach and programming with staffing that share the same cultural, racial, and/or ethnic background of those whom are served.
- F. **Operating Costs:** Costs associated directly to a specific program such as office supplies, communications, equipment maintenance/rental, training, and office building rent and utilities.
- G. **Participant Costs:** Associated directly to participants such as food, traveling expenses, presentation materials, event entry costs, etc.
- H. **RCP Consortium:** The network of RCP contractors collaboratively working together to offer services that support and guide system-involved youth, their families, and community members who have experienced harm through the RCP process to build trusting and accountable relationships.
- I. **RCP Workgroups:** The coordination of community-based organizations, community members who work directly with youth, King County families and youth, including youth who are currently/formerly involved in systems, community organizers, and victim advocates. These workgroups are the decision-making body in how RCP is developed, implemented, monitored, and evaluated prior to program launch. RCP Workgroups will transition management of RCP to the Youth Steering Committee after program launch.
- J. **Support Plan:** A written plan that is developed by qualified Contractor staff with direct input from the participant. The plan shall focus on what the participant's needs are, which may not necessarily be the services offered by the Contractor, goals for obtaining specific skills or knowledge, and steps toward achieving those goals. Staff and the participants review goal plans on a regular basis to assess progress or to modify needs and goals as necessary.
- K. **Youth Steering Committee (YSC):** The central, decision-making body of RCP consisting of approximately nine youth from across King County, representative of the geographic and racial disparities present in the county. The YSC shall be responsible for development of the RCP process after program launch and shall include partnering with RCP Consortium in the selection and oversight of Community Navigators. They shall be responsible in major decision making in terms of the direction of RCP, hold a central role in supporting community evaluations of RCP, and support in the distribution of funds. They also are working in accountable relationship with community organizations to ensure that the work of RCP continues to be rooted in youth liberation

and healing not punishment. The YSC shall consist of youth from the RCP Workgroups and shall ultimately include youth who have gone through the RCP process.

#### **IV. PROGRAM DESCRIPTION**

The Contractor shall provide Basic Needs, Community, Connection, Restorative Justice and Healing to youth and their families as described more fully below. Community Navigators shall provide, or work to ensure, all RCP participants have access to the following Areas of Service.

##### **A. Milestones**

1. The Contractor shall begin accepting referrals by October 2021.
2. The Contractor shall define next steps by Q1 2022.
3. The Contractor shall complete the Performance, Measurement, and Evaluation (PME) Plan within Q1 2022.

##### **B. Eligibility**

In order to be eligible for services, participants shall meet the following requirements:

1. Be a youth/young adult between the age of 12-21 years old, serving up to 25 years old.
2. At the start of service, reside and/or have a connection within King County. A connection within King County may include, but is not limited to living in, attending school in, and/or interacted with the court system in King County.
3. Be referred from the PAO and/or community partners when there's capacity to accept outside referrals as approved by the Youth Steering Committee (YSC).

##### **C. Program Activities and Requirements**

1. The Contractor shall actively participate in the RCP Consortium and other activities as determined by the Youth Steering Committee, and King County staff such as learning circles and community summits.
2. The Contractor shall partner with the Youth Steering Committee to hire, and onboard two Full-Time equivalent Community Navigators to serve youth and their families.
3. The Contractor's Community Navigator shall:
  - i. Be heavily involved in guiding each participant and setting up opportunities for each participant's success in fulfilling their Support Plan.
  - ii. Remain in active weekly communication with participants.
  - iii. Contact the participant approximately within two (2) to three (3) business days of referral from the Referral Administrator, accept the referral, and begin to create connections between the participant and organizations that can offer appropriate supports to the participant as dictated by the Support Plan.

- iv. Conduct an Assessment with each participant referred by Referral Administrator. The Assessment shall be completed after approximately three to six interactions.
  - v. Co-design a Support Plan with each participant referred by Referral Administrator. The Support Plan shall be based on the strengths, goals, and needs identified in the Assessment and shall be completed after approximately three to six interactions.
  - vi. Remain in active contact with each participant, providing support and guidance as needed as the participant fulfills their Support Plan (approximately six [6] months).
  - vii. After three (3) to six (6) attempts to make contact via social media, in-person visits, phone calls, texting, emails, and etc., referral will be referred back to Referral Administrator.
4. The Contractor shall provide the following Areas of Service to participants:
- i. Basic Needs
  - ii. Connection
  - iii. Community
  - iv. Restorative Justice and Healing
5. The Contractor shall abide by the following legal, administrative, and documentation requirements:
- i. As the PAO will be diverting referrals to RCP pursuant to RCW 13.40.070(3), (11), the Contractor shall comply with RCW 13.50.050 limiting the sharing of participant records relating to the commission of juvenile offenses.
  - ii. Any agreement the Contractor enters into with a subcontractor shall be in compliance with Sections 15 and 16 (Assignment and Subcontracting) of this Contract's Standard Terms and Conditions. The language in Section 16.C. shall be included verbatim in such agreement.
  - iii. The Contractor shall implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information.
  - iv. The Contractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model and/or the Youth Steering Committee's leadership
6. If the Contractor issues cash value cards the Contractor shall:
- i. Distribute the cards to participants within the Exhibit Period. Any undistributed cash value cards shall not be reimbursed and shall be deducted from the final invoice.

- ii. Ensure cards are kept in a secured location, with limited access. When an employee removes cards from the secured location, Contractor shall document the following on a tracking log:
    - a. Identity and count of each card taken.
    - b. Identity and count of each card returned.
    - c. Dated signature of each person taking or returning the card(s).
  - iii. Track card(s) by purchase and by distribution to each person. The tracking log of the purchase and distribution shall include:
    - a. Unique number and value of cash value cards purchased.
    - b. Date cards purchased;
    - c. Date cards distributed;
    - d. Cash value of each card purchased;
    - e. Name and signature of individual(s) distributing cards;
    - f. Name and signature of each card recipient; and
    - g. Brief description of the reason for distribution (e.g. date, time, and title of meeting).
  - iv. Submit a cash value card tracking log to King County as part of the billing cycle outlined in Section VIII., COMPENSATION AND PAYMENT.
  - v. The Contractor shall educate stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors. Recipients of stipends shall not be considered employees of the County for any purpose.
  - vi. If the cash value card is being distributed to compensate an individual for their time, the Contractor shall record the recipient name in enough detail such that if an IRS form 1099-Misc is required, the Contractor will have enough information to send to the IRS and the recipient.
- 7. Capacity building services are available to all current RCP Consortium contractors, at no cost. Contractors can access support by connecting with DCHS Technical Assistance/Capacity Building (TACB) Managers. The TACB Managers will match the Contractor with a team of Capacity Building consultants. Capacity Building consultants tailor their support to each contractor individually. DCHS will contract with community TACB consultants in spring 2022 who can support RCP contractors with ongoing Capacity Building needs as described in this Exhibit.

- i. Contractors may, at their discretion, and as approved in writing by King County in advance, pay to work with TACB consultants to build internal capacity on projects including but not limited to:
  - a. Organizational Development: Provide leadership development, coaching, strategic planning, fundraising expertise; help improve work processes and create effective partnership agreements; guidance regarding program monitoring and quality improvement processes.
  - b. Data and Evaluation: Understand and develop performance measures; learn how to analyze data; learn how to collect data through surveys, focus groups, and more; improve organizational data infrastructure; adapt data strategies to improve cultural relevance.
  - c. Board Development: Support development of a strong board; support understanding of the board's role; help develop a Board Manual; support transition from a "working" board to a fundraising/fiduciary board.
  - d. Finance: Support in creation of a finance tracking system that is the right size for the Contractor; develop appropriate fiscal compliance, controls, and reporting procedures; create fiscal policy manuals; help to understand audits and 990s.
  - e. Marketing/Communication/Branding: Provide guidance in creation of a tag line, logo, or other marketing materials; provide training, social media, internal communications, "story telling" with stakeholders, communication planning and/or management.
  - f. Social Justice and Racial Equity: Incorporate racial equity analysis into organizational decision-making and practices; strengthen intergenerational work; deepen authentic partnerships w/communities of color; increase youth/community voice within the Contractor's organization.
  - g. Information Technology (IT): Assess organizational IT needs and provide guidance to make appropriate IT purchase choices; provide IT support.
  - h. Legal: Review consent forms; ensure policies are in line with law; assess legal vulnerability; support the Contractor through the 501(c)(3) process.
  - i. Human Resources (HR): Support in aligning hiring processes with best practices and laws; examine current HR systems and suggest improvements; recruit and support volunteers and interns; develop effective job descriptions and performance evaluations; create HR manuals.
- ii. TACB has historically been coordinated by King County staff to provide Contractors with TACB from a limited list of consultants offering the

following areas of support: pairing consultants with Community Based Organizations, ensuring a scope of work is developed, requesting, and reviewing progress reports, and payment delivery. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding \$20,000 TACB funds to this Contract for the Contractor to select any TACB consultant that best meet the Contractor's needs.

The TACB budget may be spent on consultant services, which will be indicated in the "Subcontract/Consultant" line item of the amended budget (Attachment A). Contractors shall pay consultants at a rate of \$175 per hour when utilizing funds from this Exhibit. Contractors may compensate consultants at a rate higher than \$175 per hour, but shall not use County funds to pay the difference.

## **V. PERFORMANCE MEASUREMENT AND EVALUATION**

### **A. Performance Measurement and Evaluation Planning Process**

The Contractor shall identify a staff person to lead the performance measurement, evaluation, and continuous quality improvement activities for this Exhibit. A Performance Measurement and Evaluation (PME) Plan shall be co-developed and is intended to provide the Contractor and King County with useful information for decision-making, planning, and program management. The Contractor and King County staff shall work collaboratively to identify relevant measures of service delivery, quality, and program results and determine the mechanisms by which required information shall be collected, managed, and reported. King County is responsible for providing a first draft of the PME Plan. The PME Plan shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

The Contractor shall meet the performance measures goals as outlined in the PME Plan unless otherwise agreed upon between the Contractor and the County in writing.

### **B. Performance Measures**

Performance measures shall be measured using participant- or aggregate-level data pursuant to this Exhibit. Specific data elements and reporting mechanisms shall be defined in the PME Plan. If deemed necessary, additional evaluation activities, such as focus groups, surveys, or more rigorous evaluation projects, may also be included in the PME Plan.

At least one of each type of performance measure (below) shall be included in the final PME Plan. Where there are multiple contractors working on a related program or strategy, the PME Plan may also include at least one strategy-level performance measure.

1. Quantity of service provided: How much did we do?

*For example, # of participants served or # of activities by activity type.*

2. Quality of service provided: How well did we do it?

*For example, percent of services begun within 30 days of enrollment, percent of participants satisfied with services, or measure of fidelity to an evidence-based model.*

3. Quantity of participants that are better off: Is anyone better off?

*For example, percent of participants with improved health and well-being or with increased skills, knowledge, or changed behaviors. For policy, systems, or environment projects, this shall usually be a narrative description of the change that a Contractor has seen as a result of their work.*

Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor's inability to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this Exhibit.

C. Modification of the PME Plan

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the "Requesting Party") shall submit the suggested changes in writing to the other party (the "Receiving Party").

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PME Plan has been developed and each party has provided the other with written acceptance of such plan.

## **VI. REPORTING REQUIREMENTS:**

The County shall provide and coordinate capacity-building supports to the Contractor to meet the goals of RCP. The Contractor shall work with DCHS staff to incorporate appropriate capacity-building into the program and to identify assistance as needed as the program progresses.

The County may provide capacity-building supports in areas including, but not limited to health equity, building partnerships, communications, evaluation, fiscal processes, policy development, and adapting or identifying evidence-based and promising practices. DCHS staff may provide assistance directly to the Contractor, coordinate assistance from contracted providers, and/or identify additional capacity-building providers.

The Contractor shall submit the following reports to King County by the dates specified below:

- A. The Contractor and/or RCP Consortium Coordinator shall submit aggregate-level and/or participant-level data about services and participant outcomes to King County on a quarterly basis. Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format for this report shall be provided by King County and be outlined in the PME Plan.

- B. The Contractor shall submit Narrative Progress Reports to RCP Consortium Coordinator and/or King County on a quarterly basis. Narrative Progress Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format of the Narrative Progress Reports shall be provided by King County and shall include questions to track progress and measure performance.
- C. If the Contractor issues cash value cards, the Contractor shall submit a cumulative cash value cards tracking log, in a format approved by King County, along with supporting documentation of cash value card transactions as part of the billing cycle outlined in Section VIII., COMPENSATION AND METHOD OF PAYMENT. Copies of receipts of all purchases of cash value cards, or other goods with monetary value, shall be provided by the Contractor to King County.
- D. King County shall not reimburse the Contractor for any cash value cards that either (i) were not distributed, or (ii) were not documented as required under this Exhibit. The total amount of any undistributed or improperly issued cash value cards shall be deducted from the Contractor's final invoice, and King County's final payment.

## **VII. CONFIDENTIALITY**

DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any Confidential Information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of Confidential Information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose Confidential Information, DCHS will provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

"Confidential Information" shall mean all information which DCHS may learn in administering the RCP program. Confidential Information shall include but not be limited to: personally identifiable information of RCP participants, their family members, and any non-participants named in the RCP process, and immigration or documentation status of RCP participants or any non-participants named in the RCP process. For purposes of this Section, administration of the RCP program shall include but not be limited to:

- A. Referral process;
- B. Conference, pre-conference, and/or post-conference meetings; and
- C. Plan development or plan completion phases.

## **VIII. COMPENSATION AND METHOD OF PAYMENT**

The Contractor shall submit a Billing Invoice Package monthly that consists of an invoice statement and other reporting requirements as stated in Section VI. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within ten days after the end of each month.

- A. Billing Invoice Package
  - 1. The Contractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).



The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.

2. If the Contractor does not submit any of the reporting requirements as stated in Section VI. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor submits all required paperwork based on King County's discretion.
3. The final invoice of 2022 must be received no later than January 15, 2023.
4. Invoices shall be submitted via Zoomgrants after training to: Yin Yu, Program Manager, King County. King County will provide training on how to use ZoomGrants.
5. The Contractor shall submit a general ledger/expenditure detail report listing quarterly costs claimed on each invoice.
6. In order to receive reimbursement for consultant services, Contractor shall 1) put in a request to King County and receive written approval before beginning work with the consultant; and 2) attach the consultant's invoice to Contractor's invoice package.

**B. Method of Payment**

1. The Contractor shall be paid on a monthly even disbursement according to the attached budget (Attachment A).
2. The County shall allow a ten percent discretion within line items among budget items.
3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.
4. If Contractor has received funds that are not spent by the termination of the Contract, Contractor shall return all unspent funds to the County within ten (10) calendar days.

**ATTACHMENT A**

**EXHIBIT I**  
**COMMUNITY LEADERS ROUNDTABLE OF SEATTLE (CHOOSE 180)**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: 10/01/2021 – 12/31/2022**

**BUDGET**

| <b>Item</b>                                              | <b>Budgeted Amount</b> |
|----------------------------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>                          | \$ 289,333             |
| <b>Consultants / Sub-Contractors</b>                     | \$ 30,000              |
| <b>Participant Costs</b>                                 | \$ 66,000              |
| <b>Operating Costs</b>                                   | \$ 15,000              |
| <b>Administrative Costs</b>                              | \$ 38,033              |
| <b><u>Total Budgeted Amount</u> - \$27,891.07/month*</b> | <b>\$ 438,366</b>      |

\*Monthly budgeted amount does not include TACB. \$20,000 of TACB is fully reimbursable.



Department of Community and Human Services  
Children, Youth and Young Adults Division  
(206) 263-9100 TTY Relay: 711

### CONTRACT AMENDMENT

|                    |                                                          |                        |                   |
|--------------------|----------------------------------------------------------|------------------------|-------------------|
| DCHS /             | <u>EER Youth</u>                                         | Contract No.           | <u>6242292</u>    |
| Project/Exhibit(s) | <u>I: Choose 180</u>                                     | Original Contract Date | <u>10/01/2021</u> |
| Contractor         | <u>Community Leaders Roundtable of Seattle</u>           | Amendment No.          | <u>1</u>          |
| Address            | <u>Choose 180 1416 SW 151st ST,<br/>Burien, WA 98166</u> | Amendment Start Date   | <u>01/01/2023</u> |

Amendment Requested By:

Amendment Effects:

Children, Youth and Young Adults Division

Yin Yu / (206) 477-5016

|               |                     |
|---------------|---------------------|
| <u>X</u>      | Scope of Service    |
| <u>X</u>      | Time of Performance |
| <u>X</u>      | Compensation        |
| <u>      </u> | Method of Payment   |

### PURPOSE

The purpose of this Amendment is to: a) extend the Contract and Exhibit I end date through December 31, 2024; b) add \$387,580 to Exhibit I; and c) update GACB and Compensation and Method of Payment language.

#### A. STANDARD CONTRACT CHANGES

Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$438,366      | 10/01/2021 - 12/31/2022 |
| COUNTY          | \$387,580      | 01/01/2023 - 12/31/2024 |
| TOTAL           | \$825,946      | 10/01/2021 - 12/31/2024 |

#### B. EXHIBIT CHANGES

- Exhibit I, Section I. STATEMENT OF WORK, is replaced with the following:

Community Leaders Roundtable of Seattle, Choose 180, "Contractor" shall provide support for the youth and community members and participating in RCP Consortium (the network of RCP contractors collaboratively working together to offer services that support and guide system-involved youth, and their families through the RCP process to build trusting and accountable relationships) in accordance with the terms and conditions described herein.

The total amount of reimbursement pursuant to this Exhibit shall not to exceed \$825,946 for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- A. \$387,580 for expenses incurred between January 1, 2023 and December 31, 2024; and
  - B. \$438,366 for expenses incurred between October 1, 2021 and December 31, 2022.
2. Exhibit I, Section IV. PROGRAM DESCRIPTION, subsection A. Milestones. is removed and left intentionally blank.
  3. Exhibit I, Section IV. PROGRAM DESCRIPTION, subsection C. Program Activities and Requirements, 2. is amended as follows:
    2. The Contractor shall partner with the Youth Steering Committee to co-hire, and onboard two full-time equivalent Community Navigators to serve youth, their families, and Community Members Who Have Experienced Harmed.
  4. Exhibit I, Section IV. PROGRAM DESCRIPTION, subsection C. Program Activities and Requirements, 6. v., and vi. are amended as follows:
    - iv. The Contractor shall educate stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors. Recipients of stipends shall not be considered employees of the County for any purpose.
    - v. If the cash value card is being distributed to compensate an individual for their time, the Contractor shall record the recipient name in enough detail such that if an IRS form 1099-Misc is required, the Contractor shall have enough information to send to the IRS and the recipient.
  5. Exhibit I, Section IV. PROGRAM DESCRIPTION, subsection C. Program Activities and Requirements, 7. is amended as follows:
    7. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding Grant Application/Capacity Building (GACB) funds to this Contract for the Contractor to select any GACB consultant that best meet the Contractor's needs in alignment with the terms of this Exhibit.
      - i. The GACB budget may be spent on consultant services, Contractors shall pay consultants at a rate of \$175 per hour when utilizing funds from this Exhibit. Contractors may compensate consultants at a rate higher than \$175 per hour, but shall not use County funds to pay the difference.
      - ii. The Contractor shall obtain prior written approval before beginning work with a GACB consultant, and shall process all requests, approvals, and invoicing solely through the GACB team: Reginald Cole, RCole@kingcounty.gov, and Amy Pak, apak@kingcounty.gov.

6. Exhibit I, Section VI. REPORTING REQUIREMENTS, subsection C. is amended as follows and subsection D is removed entirely:

C. If the Contractor issues cash value cards, the Contractor shall create and maintain a cumulative cash value cards tracking log, along with supporting documentation of cash value card distribution. Copies of receipts of all purchases of cash value cards, or other goods with monetary value, shall be retained and readily available for King County's request to review.

7. Exhibit I, Section VIII. COMPENSATION AND METHOD OF PAYMENT, is replaced with the following:

The Contractor shall submit a Billing Invoice Package monthly that consists of an invoice statement and other reporting requirements as stated in Section VI. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within fifteen days after the end of each month.

A. Billing Invoice Package

1. The Contractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).

The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.

2. If the Contractor does not submit any of the reporting requirements as stated in Section VI. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor submits all required paperwork based on King County's discretion.
3. The final invoice of 2024 shall be received no later than January 15, 2025.
4. Invoices shall be submitted via ZoomGrants to: Yin Yu, Program Manager, King County.
5. The Contractor shall submit a general ledger/expenditure detail report listing monthly costs claimed on each invoice.

B. Method of Payment

1. The Contractor shall be paid on a cost-reimbursable basis according to the attached budget (Attachment A).
2. The County shall allow a ten percent discretion within line items among budget items.
3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.

4. If Contractor has received funds that are not spent by the termination of the Contract, Contractor shall return all unspent funds to the County within ten (10) calendar days.

To ensure the Contractor has sufficient funds to accomplish the initial deliverables and performance commitments for this project, the Contractor shall receive an advance payment of **\$15,940** upon execution of the Contract and DCHS's receipt of an invoice. The Contractor shall use these funds as a one-month reserve in order to manage regular monthly costs incurred for the work as described in this Exhibit. Payment to the Contractor for the final invoice shall be made once the invoice plus supporting documentation is submitted to the County.

- I. If DCHS finds that the Contractor's funds received in advance for expenditures that have not been spent, or for which the payments are not eligible for reimbursement, or do not contain sufficient documentation, DCHS may request reimbursement from the Contractor for this portion of funds.
- II. Except as noted above, the County shall reimburse Contractor upon payment of actual expenditures pursuant to the services as described in this Exhibit, acceptance by DCHS that expenditures are eligible for reimbursement, and sufficient documentation has been submitted, and receipt of an invoice in a format to be provided to the Contractor by DCHS.

8. Exhibit I, Attachment A - BUDGET a new table for 2023-2024 is attached below.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

*Christian Diaz*

B86A8D03E2A04A8...

King County Executive

4/19/2023

Date

FOR

COMMUNITY LEADERS ROUNDTABLE OF SEATTLE

DocuSigned by:

*Tasha Johnson*

C94757254ECC4A0...

Signature

Tasha Johnson

NAME (Please type or print)

4/19/2023

Date

**ATTACHMENT A**

**CONTRACT 6242292, EXHIBIT I  
 COMMUNITY LEADERS ROUNDTABLE OF SEATTLE  
 RESTORATIVE COMMUNITY PATHWAYS  
 EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

| <b>Item</b>                        | <b>Budgeted Amount</b> |
|------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>    | \$382,580              |
| <b>Operating Costs</b>             |                        |
| <b>Consultants/Sub-Contractors</b> | \$5,000                |
| <b>Administrative Costs</b>        |                        |
| <b>Participant Costs</b>           |                        |
| <b>Total Amount Available:</b>     | <b>\$387,580</b>       |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.



Department of Community and Human Services  
Children, Youth and Young Adults Division  
(206) 263-9100 TTY Relay: 711

### CONTRACT AMENDMENT

|                    |                                                                                                             |                        |                   |
|--------------------|-------------------------------------------------------------------------------------------------------------|------------------------|-------------------|
| DCHS /             | <u>EER Youth</u>                                                                                            | Contract No.           | <u>6204644</u>    |
| Project/Exhibit(s) | <u>I : Community Passageways</u><br><u>II : Community Passageways</u><br><u>III : Community Passageways</u> | Original Contract Date | <u>01/01/2021</u> |
| Contractor         | <u>Community Passageways</u>                                                                                | Amendment No.          | <u>1</u>          |
| Address            | <u>7728 Rainier Ave So</u><br><u>Seattle, WA 98118</u>                                                      | Amendment Start Date   | <u>01/01/2022</u> |

|                                           |                                  |
|-------------------------------------------|----------------------------------|
| Amendment Requested By:                   | Amendment Effects:               |
| Children, Youth and Young Adults Division | <u>  X  </u> Scope of Service    |
| Mahogany Purpose /                        | <u>  X  </u> Time of Performance |
|                                           | <u>  X  </u> Compensation        |
|                                           | <u>      </u> Method of Payment  |

### PURPOSE

The purpose of this Amendment is to: 1.) extend the Exhibit I end date through June 30, 2022; 2.) add \$142,639 to the Exhibit I budget; 3.) extend the Exhibit II end date through December 31, 2022; 4.) add \$265,500 to the Exhibit II budget; and 5.) add Exhibit III to the Contract.

#### A. STANDARD CONTRACT CHANGES

1. The Contract end date is extended through December 31, 2022.
2. Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$513,364      | 01/01/2021 - 12/31/2021 |
| COUNTY          | \$364,720      | 10/01/2021 - 12/31/2022 |
| COUNTY          | \$142,639      | 01/01/2022 - 06/30/2022 |
| COUNTY          | \$265,500      | 01/01/2022 - 12/31/2022 |
| TOTAL           | \$1,286,223    | 01/01/2021 - 12/31/2022 |

#### B. EXHIBIT CHANGES

1. Exhibit I, Section I. STATEMENT OF WORK is amended to read as follows:

Community Passageways, hereafter the "Contractor" shall provide support services to youth/young adults at risk of involvement in the juvenile justice system or involved in the juvenile justice system program services in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed One Hundred Forty-Two Thousand Six Hundred Thirty-Nine Dollars (\$142,639) for the Exhibit



Period January 1, 2022 through June 30, 2022 for a total Exhibit not to exceed amount of Four Hundred Twenty-One Thousand Five Hundred Three Dollars (\$421,503). Funding for investments in this program is provided by the King County Best Starts for Kids (BSK) Levy and is managed by King County Department of Community and Human Services (DCHS), which has lead responsibility for achieving and monitoring the overall outcomes.

2. Exhibit I, Subsection VI.A.4 is amended to read as follows

4. The final invoice of 2022 shall be received no later than July 15, 2022.

3. Exhibit I, ATTACHMENT A, a new table is added as follows:

**YEAR 2: JANUARY 1, 2022 – JUNE 30, 2022**

**BUDGET**

| <b>Item</b>                                           | <b>Budgeted Amount</b> |
|-------------------------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>                       | \$115,000              |
| <b>Consultants / Sub-Contractors (non-evaluation)</b> | \$5,000                |
| <b>Participant Costs</b>                              | \$8,500                |
| <b>Operating Costs</b>                                | \$12,825               |
| <b>Administrative Costs</b>                           | \$1,314                |
| <b><u>Total Amount Available:</u></b>                 | <b>\$142,639</b>       |

4. Exhibit II, Section I. STATEMENT OF WORK is removed and replaced as follows:

Community Passageways, hereafter the Contractor, shall provide transportation and carrier services for the King County Department of Public Defense's (DPD) clients in the King County Legal System in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed One Hundred Nineteen Thousand Nine Hundred Forty-Seven Dollars (\$265,000 119,947) for the Exhibit Period January 1, 2022 through December 31, 2022, for a total Exhibit not to exceed amount of Five Hundred Thousand Dollars (\$500,000). Funding for investments in this program is provided by the King County Department of Community and Human Services (DCHS), general funds.

5. Exhibit II, Subsection V.A.4 is amended to read as follows:

3. The final invoice of 2022 shall be received no later than January 15, 2023.

6. Exhibit II, ATTACHMENT A, a new table is added as follows:

**YEAR 2: JANUARY 1, 2022 – DECEMBER 31, 2022**

**BUDGET**

| <b>Item</b>                                           | <b>Budgeted Amount</b> |
|-------------------------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>                       | \$ 132,800             |
| <b>Consultants / Sub-Contractors (non-evaluation)</b> | \$100,000              |
| <b>Participant Costs</b>                              |                        |
| <b>Operating Costs</b>                                | \$ 32,700              |
| <b>Administrative Costs</b>                           |                        |
| <b><u>Total Amount Available:</u></b>                 | <b>\$265,500</b>       |

7. The attached Exhibit III for Restorative Community Pathways is incorporated into and made part of the Contract.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

*Denise Rothleutner*

FOR

015F6022C55E4AF  
King County Executive

2/24/2022

Date

COMMUNITY PASSAGEWAYS

DocuSigned by:

*Dominique Davis*

CDB7C43D0D36420...  
Signature

Dominique Davis

NAME (Please type or print)

2/24/2022

Date

**EXHIBIT III**  
**COMMUNITY PASSAGEWAYS**  
**RESTORATIVE COMMUNITY PATHWAYS (RCP)**  
**EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**

**I. STATEMENT OF WORK**

Community Passageways, “Contractor” shall provide support for the youth and community members and participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed **\$364,720** for the Exhibit Period October 1, 2021 through December 31, 2022.

**II. BACKGROUND AND LEADING WITH EQUITY**

**A. Restorative Community Pathways**

RCP is a comprehensive, community-led process that divests funds and services from the current juvenile legal system, which is racially disproportionate and often harmful. RCP invests in a community-driven support system that leads with racial equity and care for the young people, their families, the Community Members Who Have Experienced Harm, and the community. The RCP process is largely informed and designed by the RCP Workgroups.

The RCP model is rooted in Restorative Justice and moves beyond the victim-perpetrator dichotomy by acknowledging and honoring the harm experienced by every person engaged in RCP. RCP seeks to provide healing and restoration for all parties and empower those harmed, giving voice to their needs. The RCP model additionally offers financial compensation through the Compensation Fund.

The King County Prosecuting Attorney’s Office (PAO) shall refer eligible young people to the RCP Consortium, defined below, rather than involving them in the juvenile legal system. Members of the RCP Consortium shall serve in the RCP Consortium as Community Navigators and design support services to respond to and meet the individualized needs of both the youth and the Community Members Who Have Experienced Harm. The services to be provided will help young people and their families meet their goals, promote healing for Community Members Who Have Experienced Harm, and offer payment from a Compensation Fund.

Through this community-led accountability and restoration process, survivors have a voice in their healing process, and young people have an opportunity to engage in meaningful accountability for harm they have caused, without being pushed into the juvenile legal system.

RCP shall be steered by a collective of youth from across King County known as the “Youth Steering Committee.” The Youth Steering Committee (YSC) shall partner with the RCP Consortium to serve as the decision-making body of RCP.

RCP is grounded in the following principles:

1. This work is about centering healing not punishment.

2. This work is about removing power from the County and returning it to communities - it is a move towards getting rid of the criminal system.
3. This work is about undoing the culture of white supremacy, colonialism, cis-hetero-patriarchy, and all other forms of oppression.
4. This work is centering the agency and liberation of youth.
5. This work is about building, and holding accountable, caring relationships

B. The RCP Consortium

The RCP Consortium shall consist of nine contractors that shall each serve a role to create a community network of support for participants in the RCP process. Each contractor shall provide community navigation support for youth, their families, and Community Members Who Have Experienced Harm. The RCP Consortium, as a whole, shall provide the following Areas of Service:

1. Basic Needs;
2. Restorative Justice and Healing;
3. Connection; and
4. Community.

As a member of the RCP Consortium, the Contractor shall provide services to ensure youth, their families, and Community Members Who Have Experienced Harm are able to develop their own action plans for healing and accountability. The Contractor shall also provide navigation services to support youth and Community Members Who Have Experienced Harm to implement their action plans and meet their goals.

### III. DEFINITIONS

- A. **Administrative Costs:** Overall shared insurance and professional fees such as general administrative staff time, central rates, Information Technology costs, fiscal sections costs.
- B. **Areas of Service:** The four types of services and supports to be offered to individuals participating in RCP by the RCP Consortium are as follows:
  1. **Basic Needs:** Supporting youth, their family members, and Community Members Who Have Experienced Harm in accessing basic needs such as housing and rent support, bill payments, groceries, clothing, mental and physical health services, and other needs.
  2. **Restorative Justice and Healing:** Creating collective spaces and processes for healing and accountability for the youth and Community Members Who Have Experienced Harm.
  3. **Connection:** Providing youth with peer-support, mentorship, educational and vocational opportunities, and support services.

4. **Community:** Building and holding space for intentional community support and organizing centered in shared identity (racial, refugee, gender, sexual, religious, cultural, etc.).
- C. **Assessment:** Tool used to determine participants' needs, strengths, and risk and support factors.
- D. **Community Members Who Have Experienced Harm:** harmed party referred by PAO to be serviced by RCP Consortium and may receive support from restitution fund.
- E. **Community Navigators:** Individual members of the RCP Consortium employed or contracted staff who shall either work with youth and their families referred by the PAO or Community Members Who Have Experienced Harm referred by the PAO. Community Navigators shall provide, or facilitate the provision of, the four Areas of Service in RCP.
- F. **Compensation/Restitution Fund:** Funds set aside as part of the RCP funding allocation to provide financial compensation to the Community Members Who Have Experienced Harm for losses that are reasonably related to the situation with the youth.
- G. **Operating Costs:** Costs associated directly to a specific program such as office supplies, communications, equipment maintenance/rental, training, and office building rent and utilities.
- H. **Participant Costs:** Costs associated directly to participants such as food, traveling expenses, presentation materials, event entry costs, etc.
- I. **RCP Consortium:** The network of RCP contractors collaboratively working together to offer services that support and guide system-involved youth, their families, and Community Members Who Have Experienced Harm through the RCP process to build trusting and accountable relationships.
- J. **RCP Workgroups:** The coordination of community-based organizations, community members who work directly with youth, King County families and youth, including youth who are currently/formerly involved in systems, community organizers, and victim advocates. These workgroups are the decision-making body in how RCP is developed, implemented, monitored, and evaluated prior to program launch. RCP Workgroups shall transition management of RCP to the Youth Steering Committee after program launch.
- K. **Support Plan:** A written plan that is developed by qualified Contractor staff with direct input from the participant. The plan shall focus on what the participant's needs are, which may not necessarily be the services offered by the Contractor, goals for obtaining specific skills or knowledge, and steps toward achieving those goals. Staff and the participants review goal plans on a regular basis to assess progress or to modify needs and goals as necessary.
- L. **Youth Steering Committee:** The central, decision-making body of RCP consisting of approximately nine youth from across King County, representative of the geographic and racial disparities present in the county. The YSC shall be responsible for development of the RCP process after program launch and shall include partnering with RCP Consortium in the selection and oversight of Community Navigators. They shall be responsible in major decision making in terms of the direction of RCP, hold a

central role in supporting community evaluations of RCP, and support in the distribution of funds. They also are working in accountable relationship with community organizations to ensure that the work of RCP continues to be rooted in youth liberation and healing not punishment. The YSC shall consist of youth from the RCP Workgroups and shall ultimately include youth who have gone through the RCP process.

#### **IV. PROGRAM DESCRIPTION**

The Contractor shall provide Restorative Justice and Healing to youth, their families, and Community Members Who Have Experienced Harmed.

##### **A. Milestones**

1. The Contractor shall begin accepting referrals by October 2021.
2. The Contractor shall define next steps by Q1 2022.
3. The Contractor shall complete the Performance, Measurement, and Evaluation (PME) Plan within three months of the start of programming.

##### **B. Eligibility**

In order to be eligible for services, participants shall meet the following requirements:

1. Be youth/young adult between the age of 12-21 years old
2. At the start of service, reside and/or have a connection within King County. A connection within King County may include, but is not limited to living in, attending school in, and/or having interacted with the court system in King County.
3. Be referred from the PAO and/or community partners when there's capacity to accept outside referrals as approved by the YSC.

##### **C. Program Activities and Requirements**

1. The Contractor shall actively participate in the RCP Consortium and other activities as determined by the YSC, and King County staff such as learning circles and community summits.
2. The Contractor shall partner with the Youth Steering Committee to co-hire, and onboard two full-time equivalent Community Navigators to serve youth, their families, and Community Members Who Have Experienced Harmed.
3. The Contractor's Community Navigator shall:
  - i. Be heavily involved in guiding each participant and setting up opportunities for each participant's success in fulfilling their Support Plan.
  - ii. Remain in active weekly communication with participants.
  - iii. Contact the participant approximately within two to three business days of referral from the Referral Administrator, accept the referral, and begin to create connections between the participant and organizations that can offer appropriate supports to the participant as dictated by the Support Plan.

- iv. Work in partnership with RCP Consortium, YSC, and County to standardize Assessment form and measurements by end of Q1 2022.
  - v. Conduct an Assessment with each participant referred by Referral Administrator. The Assessment shall be completed after approximately three to six interactions.
  - vi. Co-design a Support Plan with each participant referred by Referral Administrator. The Support Plan shall be based on the strengths, goals, and needs identified in the Assessment and shall be completed after approximately three to six interactions.
  - vii. Remain in active contact with each participant, providing support and guidance as needed as the participant fulfills their Support Plan (approximately six months).
  - viii. After three to six attempts to make contact via social media, in-person visits, phone calls, texting, emails, and etc., referral will be referred back to Referral Administrator.
4. The Contractor shall provide the following Areas of Service to participants:
- i. Basic Needs;
  - ii. Connection;
  - iii. Community; and
  - iv. Restorative Justice and Healing.
5. The Contractor shall abide by the following legal, administrative, and documentation requirements:
- i. As the PAO will be diverting referrals to RCP pursuant to RCW 13.40.070(3), (11), the Contractor shall comply with RCW 13.50.050 limiting the sharing of participant records relating to the commission of juvenile offenses.
  - ii. Any agreement the Contractor enters into with a subcontractor shall be in compliance with Sections 15 and 16 (Assignment and Subcontracting) of this Contract's Standard Terms and Conditions. The language in Section 16.C. shall be included verbatim in such agreement.
  - iii. The Contractor shall implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information.
  - iv. The Contractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model and/or the Youth Steering Committee's leadership.
6. If the Contractor issues cash value cards the Contractor shall:



- i. Distribute the cards to participants within the Exhibit Period. Any undistributed cash value cards shall not be reimbursed and shall be deducted from the final invoice.
  - ii. Ensure cards are kept in a secured location, with limited access. When an employee removes cards from the secured location, Contractor shall document the following on a tracking log:
    - a. Identity and count of each card taken.
    - b. Identity and count of each card returned.
    - c. Dated signature of each person taking or returning the card(s).
  - iii. Track card(s) by purchase and by distribution to each person. The tracking log of the purchase and distribution shall include:
    - a. Unique number and value of cash value cards purchased;
    - b. Date cash value cards purchased;
    - c. Date cash value cards distributed;
    - d. Cash value of each card purchased;
    - e. Name and signature of individual(s) distributing cash value cards;
    - f. Name and signature of each cash value card recipient; and
    - g. Brief description of the reason for distribution (e.g. date, time, and title of meeting).
  - iv. Submit a cash value card tracking log to King County as part of the billing cycle outlined in Section VIII., COMPENSATION AND PAYMENT.
  - v. The Contractor shall educate stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors. Recipients of stipends shall not be considered employees of the County for any purpose.
  - vi. If the cash value card is being distributed to compensate an individual for their time, the Contractor shall record the recipient name in enough detail such that if an IRS form 1099-Misc is required, the Contractor will have enough information to send to the IRS and the recipient.
- 7. Capacity building services are available to all current RCP Consortium contractors, at no cost. Contractors can access support by connecting with DCHS Technical Assistance/Capacity Building (TACB) Managers. The TACB Managers will match the

Contractor with a team of Capacity Building consultants. Capacity Building consultants tailor their support to each contractor individually. DCHS will contract with community TACB consultants in spring 2022 who can support RCP contractors with ongoing Capacity Building needs as described in this Exhibit.

- i. Contractors may, at their discretion, and as approved in writing by King County in advance, pay to work with TACB consultants to build internal capacity on projects including but not limited to:
  - a. Organizational Development: Provide leadership development, coaching, strategic planning, fundraising expertise; help improve work processes and create effective partnership agreements; guidance regarding program monitoring and quality improvement processes.
  - b. Data and Evaluation: Understand and develop performance measures; learn how to analyze data; learn how to collect data through surveys, focus groups, and more; improve organizational data infrastructure; adapt data strategies to improve cultural relevance.
  - c. Board Development: Support development of a strong board; support understanding of the board's role; help develop a Board Manual; support transition from a "working" board to a fundraising/fiduciary board.
  - d. Finance: Support in creation of a finance tracking system that is the right size for the Contractor; develop appropriate fiscal compliance, controls, and reporting procedures; create fiscal policy manuals; help to understand audits and 990s.
  - e. Marketing/Communication/Branding: Provide guidance in creation of a tag line, logo, or other marketing materials; provide training, social media, internal communications, "story telling" with stakeholders, communication planning and/or management.
  - f. Social Justice and Racial Equity: Incorporate racial equity analysis into organizational decision-making and practices; strengthen intergenerational work; deepen authentic partnerships w/communities of color; increase youth/community voice within the Contractor's organization.
  - g. Information Technology (IT): Assess organizational IT needs and provide guidance to make appropriate IT purchase choices; provide IT support.
  - h. Legal: Review consent forms; ensure policies are in line with law; assess legal vulnerability; support the Contractor through the 501(c)(3) process.
  - i. Human Resources (HR): Support in aligning hiring processes with best practices and laws; examine current HR systems and suggest improvements; recruit and support volunteers and interns; develop effective job descriptions and performance evaluations; create HR manuals.

- ii. TACB has historically been coordinated by King County staff to provide Contractors with TACB from a limited list of consultants offering the following areas of support: pairing consultants with Community Based Organizations, ensuring a scope of work is developed, requesting, and reviewing progress reports, and payment delivery. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding \$10,000 TACB funds to this Contract for the Contractor to select any TACB consultant that best meet the Contractor's needs.

The TACB budget may be spent on consultant services, which will be indicated in the "Subcontract/Consultant" line item of the amended budget (Attachment A). Contractors shall pay consultants at a rate of \$175 per hour when utilizing funds from this Exhibit. Contractors may compensate consultants at a rate higher than \$175 per hour, but shall not use County funds to pay the difference.

## **V. PERFORMANCE MEASUREMENT AND EVALUATION**

### **A. Performance Measurement and Evaluation Planning Process**

The Contractor shall identify a staff person to lead the performance measurement, evaluation, and continuous quality improvement activities for this Exhibit. A Performance Measurement and Evaluation (PME) Plan shall be co-developed and is intended to provide the Contractor and King County with useful information for decision-making, planning, and program management. The Contractor and King County staff shall work collaboratively to identify relevant measures of service delivery, quality, and program results and determine the mechanisms by which required information shall be collected, managed, and reported. King County is responsible for providing a first draft of the PME Plan. The PME Plan shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

The Contractor shall meet the performance measures goals as outlined in the PME Plan unless otherwise agreed upon between the Contractor and the County in writing.

### **B. Performance Measures**

Performance measures shall be measured using participant- or aggregate-level data pursuant to this Exhibit. Specific data elements and reporting mechanisms shall be defined in the PME Plan. If deemed necessary, additional evaluation activities, such as focus groups, surveys, or more rigorous evaluation projects, may also be included in the PME Plan.

At least one of each type of performance measure (below) shall be included in the final PME Plan. Where there are multiple contractors working on a related program or strategy, the PME Plan may also include at least one strategy-level performance measure.

1. Quantity of service provided: How much did we do?

*For example, # of participants served or # of activities by activity type.*

2. Quality of service provided: How well did we do it?

*For example, percent of services begun within 30 days of enrollment, percent of participants satisfied with services, or measure of fidelity to an evidence-based model.*

3. Quantity of participants that are better off: Is anyone better off?

*For example, percent of participants with improved health and well-being or with increased skills, knowledge, or changed behaviors. For policy, systems, or environment projects, this shall usually be a narrative description of the change that a Contractor has seen as a result of their work.*

Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor's inability to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this Exhibit.

C. Modification of the PME Plan

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the "Requesting Party") shall submit the suggested changes in writing to the other party (the "Receiving Party").

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PME Plan has been developed and each party has provided the other with written acceptance of such plan.

## **VI. REPORTING REQUIREMENTS:**

The County shall provide and coordinate capacity-building supports to the Contractor to meet the goals of RCP. The Contractor shall work with DCHS staff to incorporate appropriate capacity-building into the program and to identify assistance as needed as the program progresses.

The County may provide capacity-building supports in areas including, but not limited to health equity, building partnerships, communications, evaluation, fiscal processes, policy development, and adapting or identifying evidence-based and promising practices. DCHS staff may provide assistance directly to the Contractor, coordinate assistance from contracted providers, and/or identify additional capacity-building providers.

The Contractor shall submit the following reports to King County by the dates specified below:

- A. The Contractor and/or RCP Consortium Coordinator shall submit aggregate-level and/or participant-level data about services and participant outcomes to King County on a quarterly basis. Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format for this report shall be provided by King County and be outlined in the PME Plan.

- B. The Contractor shall submit Narrative Progress Reports to RCP Consortium Coordinator and/or King County on a semi-annual or quarterly basis. Narrative Progress Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format of the Narrative Progress Reports shall be co-created with RCP Consortium, and King County and shall include questions to track progress and measure performance.
- C. If the Contractor issues cash value cards, the Contractor shall submit a cumulative cash value cards tracking log, in a format approved by King County, along with supporting documentation of cash value card transactions as part of the billing cycle outlined in Section VIII., COMPENSATION AND METHOD OF PAYMENT. Copies of receipts of all purchases of cash value cards, or other goods with monetary value, shall be provided by the Contractor to King County.
- D. King County shall not reimburse the Contractor for any cash value cards that either (i) were not distributed, or (ii) were not documented as required under this Exhibit. The total amount of any undistributed or improperly issued cash value cards shall be deducted from the Contractor's final invoice, and King County's final payment.

## **VII. CONFIDENTIALITY**

DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any Confidential Information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of Confidential Information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose Confidential Information, DCHS will provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

"Confidential Information" shall mean all information which DCHS may learn in administering the RCP program. Confidential Information shall include but not be limited to: personally identifiable information of RCP participants, their family members, and any non-participants named in the RCP process, and immigration or documentation status of RCP participants or any non-participants named in the RCP process. For purposes of this Section, administration of the RCP program shall include but not be limited to:

- A. Referral process;
- B. Conference, pre-conference, and/or post-conference meetings; and
- C. Plan development or plan completion phases.

## **VIII. COMPENSATION AND METHOD OF PAYMENT**

The Contractor shall submit a Billing Invoice Package monthly that consists of an invoice statement and other reporting requirements as stated in Section VI. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within ten days after the end of each month.

- A. Billing Invoice Package

1. The Contractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).

The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.

2. If the Contractor does not submit any of the reporting requirements as stated in Section VI. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor submits all required paperwork based on King County's discretion.
3. The final invoice of 2022 must be received no later than January 15, 2023.
4. Invoices shall be submitted via ZoomGrants to: Yin Yu, Program Manager, King County. King County will provide training on how to use ZoomGrants.
5. The Contractor shall submit a general ledger/expenditure detail report listing monthly costs claimed on each invoice.

B. Method of Payment

1. The Contractor shall be paid on a cost-reimbursable basis according to the attached budget (Attachment A).
2. The County shall allow a ten percent discretion within line items among budget items.
3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.
4. If Contractor has received funds that are not spent by the termination of the Contract, Contractor shall return all unspent funds to the County within ten (10) calendar days

**ATTACHMENT A**

**EXHIBIT I  
COMMUNITY PASSAGEWAYS  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**

**BUDGET**

| <b>Item</b>                          | <b>Budgeted Amount</b> |
|--------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>      | \$ 250,000             |
| <b>Consultants / Sub-Contractors</b> | \$ 15,000              |
| <b>Participant Costs</b>             | \$ 53,000              |
| <b>Operating Costs</b>               | \$ 14,400              |
| <b>Administrative Costs</b>          | \$ 32,320              |
| <b><u>Total Budgeted Amount</u></b>  | \$ 364,720             |



Department of Community and Human Services  
Children, Youth and Young Adults Division  
(206) 263-9100 TTY Relay: 711

### CONTRACT AMENDMENT

|                    |                                                             |                        |                   |
|--------------------|-------------------------------------------------------------|------------------------|-------------------|
| DCHS /             | <u>EER Youth</u>                                            | Contract No.           | <u>6242287</u>    |
| Project/Exhibit(s) | <u>I: Pacific Islander Community Assoc</u>                  | Original Contract Date | <u>10/01/2021</u> |
| Contractor         | <u>Pacific Islander Community Association of Washington</u> | Amendment No.          | <u>2</u>          |
| Address            | <u>643 S 150th St</u><br><u>Burien, WA 98148</u>            | Amendment Start Date   | <u>01/01/2023</u> |

|                                           |                              |
|-------------------------------------------|------------------------------|
| Amendment Requested By:                   | Amendment Effects:           |
| Children, Youth and Young Adults Division | <u>X</u> Scope of Service    |
| Yin Yu / (206) 477-5016                   | <u>X</u> Time of Performance |
|                                           | <u>X</u> Compensation        |
|                                           | <u>X</u> Method of Payment   |

### PURPOSE

The purpose of this Amendment is to: a) extend the Contract and Exhibit I end dates to December 31, 2024; b) add \$425,000 to Exhibit I, and c) update Exhibit I GACB and Compensation and Method of Payment language.

#### A. STANDARD CONTRACT CHANGES

Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$449,000      | 10/01/2021 - 12/31/2022 |
| COUNTY          | \$425,000      | 01/01/2023 - 12/31/2024 |
| TOTAL           | \$874,000      | 10/01/2021 - 12/31/2024 |

#### B. EXHIBIT CHANGES

##### 1. Exhibit I, Section I. STATEMENT OF WORK, is replaced with the following:

Pacific Islander Community Association of Washington, "Contractor" shall provide support for the youth and community members participating in Restorative Community Pathways (RCP) in accordance with the terms and conditions described herein.

The total amount of reimbursement pursuant to this Exhibit shall not exceed **\$874,000** for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- A. \$425,000 for expenses incurred between January 1, 2023 and December 31, 2024; and
- B. \$449,000 for expenses incurred between October 1, 2021 and December 31, 2022.



2. Exhibit I, Section IV. PROGRAM DESCRIPTION, Sub-Section A. Milestones. is removed and left intentionally blank.
3. Exhibit I, Section IV. PROGRAM DESCRIPTION, Sub-Section C. Program Activities and Requirements, 7. iv., v., is removed and replaced as follows:
  - iv. The Contractor shall educate stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a “Self-Employed Individuals Tax Center” with guidance on tax obligations for independent contractors. Recipients of stipends shall not be considered employees of the County for any purpose.
  - v. If the cash value card is being distributed to compensate an individual for their time, the Contractor shall record the recipient’s name in enough detail such that if an IRS form 1099-Misc is required, the Contractor will have enough information to send to the IRS and the recipient.
4. Exhibit I, Section IV. PROGRAM DESCRIPTION, Sub-Section C. Program Activities and Requirements, 8. is replaced with the following:
  8. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding Grant Application/Capacity Building (GACB) funds to this Contract for the Contractor to select any GACB consultant that best meet the Contractor’s needs in alignment with the terms of this Exhibit.
    - i. The GACB budget may be spent on consultant services, Contractors shall pay consultants at a rate of \$175 per hour when utilizing funds from this Exhibit. Contractors may compensate consultants at a rate higher than \$175 per hour but shall not use County funds to pay the difference.
    - ii. The Contractor shall obtain prior written approval before beginning work with a GACB consultant, and shall process all requests, approvals, and invoicing solely through the GACB team: Reginald Cole, RCole@kingcounty.gov, and Amy Pak, apak@kingcounty.gov.
5. Exhibit I, Section VI. REPORTING REQUIREMENTS, Sub-Section C. and D. is removed and replaced as follows:
  - C. If the Contractor issues cash value cards, the Contractor shall create and maintain a cumulative cash value cards tracking log, along with supporting documentation of cash value card distribution. Copies of receipts of all purchases of cash value cards, or other goods with monetary value, shall be retained and readily available for King County’s request to review.

6. Exhibit I, Section VIII. COMPENSATION AND METHOD OF PAYMENT, is replaced with the following:

A. Payment to the Contractor

1. Payment for activities described in this Exhibit shall be based on meeting the program requirements outlined in this Exhibit.
2. The Contractor providing financial reports regarding budget to actuals and detail expenditures related to program activities as described in section VIII. B below.

B. Financial Reporting

1. The Contractor will provide quarterly actual expenditures for this program in the form of a general ledger report or financial transaction report from the Contractor's financial system as well as a budget to actuals report related to activities outlined in this Agreement. The budget to actuals template will be provided by the County and will need to be submitted on a quarterly basis beginning Q2 2023 and each quarter thereafter. If the County's compensation to the Contractor is more than actual expenditures to date, the County may: 1) adjust the amount of compensation more than actual expenditures against one or more future payment (such as reducing, pausing, or skipping payment) or 2) require that the Contractor submit a plan stating how excess payments will be applied to program purposes (plan must be approved in writing by the County). The County, in its sole discretion, will determine whether Contractor's actual reported expenditures are allowable. The County's decisions regarding how excess payments by the County will be treated under this Section are final. The County reserves the right to recapture unspent funds.

C. Billing Invoice Package

1. The Contractor shall maintain fiscal records, which clearly identify expenditures made by the Contractor to perform the services and activities described in this Exhibit, and then summarize these expenditures per line item as identified in the attached budget (Attachment A). The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit.
2. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.
3. The Contractor shall submit a monthly Billing Invoice Package (BIP) that consists of: 1) an invoice in a format provided by the County reflecting a set monthly payment amount of **\$17,500** for the timeframe of January 2023 – December 2024 and 2) other documentation described in this Section VIII. The BIP is due by the 15th of the following month.

4. If the Contractor fails to submit any of the reporting requirements, the current invoice and future invoices shall not be paid until the Contractor submits all required reports, records, deliverables, and other documentation described in this Exhibit.
  5. The final invoice must be received no later than January 15, 2025.
  6. Invoices shall be submitted to: Yin Yu, Program Manager, King County.
  7. Ongoing funding for the full term of this Exhibit shall be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in the Contract and this Exhibit.
7. Exhibit IV, Attachment A- BUDGET is replaced with a new Attachment-A Budget attached below.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

*Christian Diaz*

B86A8D03E2A94A8...

FOR

King County Executive

5/15/2023

Date

PACIFIC ISLANDER COMMUNITY  
ASSOCIATION OF WASHINGTON

DocuSigned by:

*Bronwyn Talaga*

363B88207E194F0...

Signature

Bronwyn Talaga

NAME (Please type or print)

5/15/2023

Date

**ATTACHMENT A**

**CONTRACT 6242287, EXHIBIT I  
PACIFIC ISLANDER COMMUNITY ASSOCIATION OF WASHINGTON  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

| <b>Item</b>                                                          | <b>Budgeted Amount</b> |
|----------------------------------------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>                                      | \$331,733              |
| <b>Operating Costs</b>                                               |                        |
| <b>Consultants/Sub-Contractors</b>                                   | \$5,000                |
| <b>Administrative Costs</b>                                          | \$88,267               |
| <b>Participant Costs</b>                                             |                        |
| <b>Total Amount Available:<br/>Monthly Payment Amount (\$17,500)</b> | <b>\$425,000</b>       |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.


**King County**

Department of Community and Human Services  
 Children, Youth and Young Adults Division  
 401 Fifth Avenue, Suite 500  
 Seattle, WA 98104  
 206-263-9105  
 TTY Relay: 711

**KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2021/2022**

Contractor Pacific Islander Community Association of Washington  
 Project Title Resorative Community Pathways  
 Contract Amount \$ 419,000  
 Contract Period From: 10/01/2021 To 12/31/2022  
 DUNS No. (if applicable) \_\_\_\_\_ SAM No. (if applicable) \_\_\_\_\_

THIS CONTRACT No. 6242287 is entered into by KING COUNTY (the "County"), and Pacific Islander Community Association of Washington (the "Contractor") whose address is 643 S 150th St, Burien, WA 98148.

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$419,000      | 10/01/2021 - 12/31/2022 |
| TOTAL           | \$419,000      | 10/01/2021 - 12/31/2022 |

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

**1. Contract Services and Requirements, and Incorporated Exhibits.**

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

| EXHIBIT NAME                     | EXHIBIT NUMBER |
|----------------------------------|----------------|
| Pacific Islander Community Assoc | Exhibit I      |

**If you require accommodation to access this form, alternate formats are available upon request.**

**2. Contract Term**

- A. This Contract shall begin on 10/01/2021, and shall terminate on 12/31/2022, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

**3. Compensation and Method of Payment**

A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. Reimbursement for Travel:

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

**4. Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

**5. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

**6. Maintenance of Records**

A. Accounts and Records:

The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

**B. Nondiscrimination and Equal Employment Records:**

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

**7. Evaluations and Inspections**

**A. Subject to Inspection, Review, or Audit:**

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

**B. Medical Records:**

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records

practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibits to this Contract. The Contractor shall participate in evaluation activities as required by the county and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**8. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

**9. Financial Report Submission**

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov) by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.



- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

| Entity Type                   | Non-Profit                                                                                                                                                    |                                                                                                        | For Profit                                                                                                                           |                                                                                                        |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Gross Revenue</b>          | Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.                                                                                | Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.                          | Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.                                                       | Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.                          |
| <b>Required Documentation</b> | <ul style="list-style-type: none"> <li>Form 990 within 30 days of its being filed; and</li> <li>A full set of annual internal financial statements</li> </ul> | Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm | <ul style="list-style-type: none"> <li>Income tax return; and</li> <li>A full set of annual internal financial statements</li> </ul> | Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm |
| <b>Due Date</b>               | Within 30 calendar days from the forms being filed.                                                                                                           | Within nine months following the close of the Contractor's fiscal year.                                | Within 30 calendar days from the forms being filed.                                                                                  | Within nine months following the close of the Contractor's fiscal year.                                |

- D. Waiver:

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the County's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the County at:

DCHSContracts@kingcounty.gov for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

## 10. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, D, and E.

**11. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

**12. Termination**

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

**13. Hold Harmless and Indemnification**

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and

compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this

purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

**E. Intellectual Property Infringement:**

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

**14. Insurance Requirements**

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section and at the link below, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors.

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 10 business days of signing the contract. Evidence of Insurance and Endorsements shall be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). The Contractor may request additional time to provide the required documents by emailing [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). Extensions will be granted at the sole discretion of DCHS.

The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. Any provision in any Contractor or subcontractor insurance policy that restricts available limits of liability in a written agreement or contract shall not apply. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverage types and limit requirements can be found by visiting <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>.

**15. Assignment**

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

**16. Subcontracting**

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28 and 29, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

**17. Nondiscrimination and Payment of a Living Wage**

- A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex,

race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

## 18. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or

grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

**19. Equipment Purchase, Maintenance, and Ownership**

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

**20. Proprietary Rights**

A. Ownership Rights of Materials Resulting from Contract:

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

B. Ownership Rights of Previously Existing Materials:

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

C. Continued Ownership Rights:



The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

**21. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**22. King County Recycled Product Procurement Policy**

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

**23. Future Support**

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

**24. Entire Contract**

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

**25. Contract Amendments**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

**26. Notices**

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

**27. Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

**28. Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**29. No Third-Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

**30. Non-Waiver of Breach**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

**31. Force Majeure**

"Force Majeure" means an event or events beyond the parties' reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include, but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

**A. No Breach if Force Majeure Applies:**

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

**B. Duty to Minimize Disruption and Give Notice:**

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

**C. Extension of Time:**

Should Force Majeure events delay the Contractor's completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

**D. Suspending Performance:**

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

### **32. Emergency Response Requirements**

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

### **33. Contractor Certification**

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and agrees to comply with all of the contract terms and conditions detailed on that site, including, but not limited to, Equity and Social Justice, applicable Emergency Response, EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

DocuSigned by:

*Emmy McConnell*

FOR

C2213366281C41C...

King County Executive

12/14/2021

Date

PACIFIC ISLANDER COMMUNITY  
ASSOCIATION OF WASHINGTON

DocuSigned by:

*Joseph Seia*

Signature

Joseph Seia

Name (Please type or print)

12/10/2021

Date

**EXHIBIT I**  
**PACIFIC ISLANDER COMMUNITY ASSOCIATION OF WASHINGTON**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: OCTOBER 1, 2021 TO DECEMBER 31, 2022**

**I. STATEMENT OF WORK**

Pacific Islander Community Association of Washington, "Contractor" shall provide support for the youth and community members participating in Restorative Community Pathways (RCP) in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$419,000 for the Exhibit Period October 1, 2021 through December 31, 2022.

**II. BACKGROUND AND LEADING WITH EQUITY**

**A. Restorative Community Pathways (RCP)**

RCP is a comprehensive, community-led process that divests funds and services from the current juvenile legal system, which is racially disproportionate and often harmful. RCP invests in a community-driven support system that leads with racial equity and care for the young people, their families, the Community Members Who Have Experienced Harm, and the community. The RCP process is largely informed and designed by the RCP Workgroups.

The RCP model is rooted in Restorative Justice and moves beyond the victim-perpetrator dichotomy by acknowledging and honoring the harm experienced by every person engaged in RCP. RCP seeks to provide healing and restoration for all parties and empower those harmed, giving voice to their needs. The RCP model additionally offers financial compensation through the Compensation Fund.

The King County Prosecuting Attorney's Office (PAO) shall refer eligible young people to the RCP Consortium, defined below, rather than involving them in the juvenile legal system. Members of the RCP Consortium shall serve in the RCP Consortium as Community Navigators and design support services to respond to and meet the individualized needs of both the youth and the community members who have experienced harm. The services to be provided will help young people and their families meet their goals, promote healing for community members who have experienced harm, and offer payment from a Compensation Fund.

Through this community-led accountability and restoration process, survivors have a voice in their healing process, and young people have an opportunity to engage in meaningful accountability for harm they have caused, without being pushed into the juvenile legal system.

RCP will be steered by a collective of youth from across King County known as the "Youth Steering Committee." The Youth Steering Committee will partner with the RCP Consortium to serve as the decision-making body of RCP.

RCP is grounded in the following principles:

1. This work is about centering healing not punishment.

2. This work is about removing power from the County and returning it to communities - it is a move towards getting rid of the criminal system.
3. This work is about undoing the culture of white supremacy, colonialism, cis-hetero-patriarchy, and all other forms of oppression.
4. This work is centering the agency and liberation of youth.
5. This work is about building, and holding accountable, caring relationships.

B. The RCP Consortium

The RCP Consortium will consist of nine contractors that will each serve a role to create a community network of support for participants in the RCP process. Each contractor will provide community navigation support for youth, their families, and Community Members Who Have Experienced Harm. The RCP Consortium, as a whole, will provide the following Areas of Service:

1. Basic Needs;
2. Restorative Justice and Healing;
3. Connection; and
4. Community.

As a member of the RCP Consortium, the Contractor will provide services to ensure youth, their families, and Community Members Who Have Experienced Harm are able to develop their own action plans for healing and accountability. The Contractor will also provide navigation services to support youth and community members who have experienced harm to implement their action plans and meet their goals.

### III. DEFINITIONS

- A. **Administrative Costs:** Overall shared insurance and professional fees such as general administrative staff time, central rates, Information Technology costs, fiscal sections costs.
- B. **Areas of Service:** The four types of services and supports to be offered to individuals participating in RCP by the RCP Consortium are as follows:
  1. **Basic Needs:** Supporting youth, their family members, and community members who have experienced harm in accessing basic needs such as housing and rent support, bill payments, groceries, clothing, mental and physical health services, and other needs.
  2. **Restorative Justice and Healing:** Creating collective spaces and processes for healing and accountability for the youth and Community Members Who Have Experienced Harm.
  3. **Connection:** Providing youth with peer-support, mentorship, educational and vocational opportunities, and support services.

4. **Community:** Building and holding space for intentional community support and organizing centered in shared identity (racial, refugee, gender, sexual, religious, cultural, etc.).
- C. **Community Members Who Have Experienced Harm:** Harmed party referred by PAO to be serviced by RCP Consortium and may receive support from restitution fund.
- D. **Operating Costs:** Costs associated directly to a specific program such as office supplies, communications, equipment maintenance/rental, training, and office building rent and utilities.
- E. **Participant Costs:** Associated directly to participants such as food, traveling expenses, presentation materials, event entry costs, etc.
- F. **Pasifika Wayfinder Program:** Pasifika Wayfinders celebrates the leadership of Pasifika youth through honoring their traditional roles as Wayfinders. Like Pasifika Wayfinders' Oceanian ancestors, instead of wayfinding through the Ocean to find Island homes or to return home, Pasifika youth are supporting the Pasifika Diaspora in wayfinding through societal challenges by creating spaces for their peers to find belonging and to strengthen their voices within the communities they live in. Pasifika Wayfinders centers the leadership of Pasifika youth through peer advocacy and speaking truth to power. From advocating to end youth homelessness and youth detention, to creating wellness spaces to address mental health challenges experienced by their peers, Pasifika Wayfinders are actively working to improve the well-being of Pasifika youth in the state of Washington through the Pasifika Youth Council.
- G. **RCP Consortium:** The network of RCP contractors collaboratively working together to offer services that support and guide system-involved youth, their families, and Community Members Who Have Experienced Harm through the RCP process to build trusting and accountable relationships.
- H. **RCP Workgroups:** The coordination of community-based organizations, community members who work directly with youth, King County families and youth, including youth who are currently/formerly involved in systems, community organizers, and victim advocates. These workgroups are the decision-making body in how RCP is developed, implemented, monitored, and evaluated prior to program launch. RCP Workgroups will transition management of RCP to the Youth Steering Committee after program launch.
- I. **Youth Organizers:** Youth Organizers of the Pasifika Wayfinder Program organize with youth 12 to 21 by creating peer-led spaces, coordinating cultural programming and advancing social justice through youth-led advocacy efforts with local and regional partners to advance the well-being of Pasifika youth.
- J. **Youth Wellness Navigator:** The Youth Wellness Navigator will be responsible for collaborating with and guiding individuals referred away from the criminal legal system by the PAO's office to RCP. They will work to build empathetic relationships and work with individuals to formulate a support plan and provide community support that best serves the unique goals and needs of that individual, centering on principles of Restorative Justice and Healing. Individuals participating in RCP will mostly be youth, as well as Community Members Who Have Experienced Harm (ranging from youth to adults).

- K. **Youth Steering Committee (YSC):** The central, decision-making body of RCP consisting of approximately nine youth from across King County, representative of the geographic and racial disparities present in the county. The YSC shall be responsible for development of the RCP process after program launch and shall include partnering with RCP Consortium in the selection and oversight of Community Navigators. They shall be responsible in major decision making in terms of the direction of RCP, hold a central role in supporting community evaluations of RCP, and support in the distribution of funds. They also are working in accountable relationship with community organizations to ensure that the work of RCP continues to be rooted in youth liberation and healing not punishment. The YSC shall consist of youth from the RCP Workgroups and shall ultimately include youth who have gone through the RCP process.

#### IV. **PROGRAM DESCRIPTION**

The Contractor shall provide Restorative Justice and Healing to the youth and their families.

##### A. **Milestones**

1. The Contractor shall start providing wellness support services by November 2021.
2. The Contractor shall define next steps by Q1 2022.
3. The Contractor shall complete the Performance, Measurement, and Evaluation (PME) Plan within three months of the start of programming.

##### B. **Eligibility**

In order to be eligible for services, participants shall meet the following requirements:

1. Be a youth/young adult between the age of 12 to 21 years old or their families.
2. At the start of service, reside and/or have a connection within King County. A connection within King County may include, but is not limited to living in, attending school in, and/or having interacted with the court system in King County.
3. Be referred from the RCP Consortium and Youth Steering Committee and/or community partners when there's capacity to accept outside referrals as approved by the YSC.

##### C. **Program Activities and Requirements**

1. The Contractor shall actively participate in the RCP Consortium and other activities as determined by the YSC, and King County staff such as learning circles and community summits.
2. The Contractor shall partner with the YSC to onboard five part-time equivalent Youth Organizers and one full-time equivalent Youth Wellness Navigator in the Pasifika Wayfinders Program to serve youth and their families.
3. The Contractor's Pasifika Wayfinder Organizers shall:
  - i. Develop pro-social programming that are youth-led and focused on social justice issues identified by Pasifika youth.



- ii. Coordinate the Pasifika Wayfinders Youth Council.
  - iii. Provide an extension of care and support for enrolled RCP youth participants.
  - iv. Provide mentorship and participant support to the Youth Wellness Navigator.
- 4. The Contractor's Youth Wellness Navigator shall:
  - i. Co-develop individualized support plan with participants to set goals.
  - ii. Work with participants for a three-month period or until they have accomplished all their goals that they have set in the support plan.
- 5. The Contractor shall provide the following Area of Service to participants: Restorative Justice and Healing
- 6. The Contractor shall abide by the following legal, administrative, and documentation requirements:
  - i. As the PAO will be diverting referrals to RCP pursuant to RCW 13.40.070(3), (11), the Contractor shall comply with RCW 13.50.050 limiting the sharing of participant records relating to the commission of juvenile offenses.
  - ii. Any agreement the Contractor enters into with a subcontractor shall be in compliance with Sections 15 and 16 (Assignment and Subcontracting) of this Contract's Standard Terms and Conditions. The language in Section 16.C. shall be included verbatim in such agreement.
  - iii. The Contractor shall implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information.
  - iv. The Contractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model and/or the YSC's leadership.
- 7. If the Contractor issues cash-value cards the Contractor shall:
  - i. Distribute the cards to participants within the Exhibit Period. Any undistributed cash-value cards shall not be reimbursed and shall be deducted from the final invoice.
  - ii. Ensure cards are kept in a secured location, with limited access. When an employee removes cards from the secured location, there shall be documentation on a tracking log which includes:
    - a. Identity and count of each cash-value card taken.
    - b. Identity and count of each cash-value card returned.
    - c. Dated signature of each person taking or returning the cash-value card(s).

- iii. Track card(s) by purchase and by distribution to each person. Log of the purchase and distribution shall include:
  - a. Unique number and value of cash-value cards purchased.
  - b. If the cash-value card is being distributed to compensate an individual for their time, the Contractor shall record the recipient name in enough detail such that if an IRS form 1099-Misc is required, the agency will have enough information to send to the IRS and the recipient.
  - c. Rationale for distribution of cash-value card to the individual.
  - d. Value of each cash-value card.
  - e. Dated signature of the recipient upon receiving the cash-value card.
  - f. Dated signature of employee upon distribution of the cash-value card.
- iv. Submit a cash-value card tracking log to King County as part of the billing cycle outlined in Section VIII., COMPENSATION AND METHOD OF PAYMENT. See Section VI., REPORTING REQUIREMENTS for specific reporting requirements.
- v. The Contractor shall educate stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors. Recipients of stipends shall not be considered employees of the County for any purpose.

## **V. PERFORMANCE MEASUREMENT AND EVALUATION**

### **A. Performance Measurement and Evaluation Planning Process**

The Contractor shall identify a staff person to lead the PME and continuous quality improvement activities for this Exhibit. A PME Plan shall be co-developed and is intended to provide the Contractor and King County with useful information for decision-making, planning, and program management. The Contractor and King County staff shall work collaboratively to identify relevant measures of service delivery, quality, and program results and determine the mechanisms by which required information shall be collected, managed, and reported. King County is responsible for providing a first draft of the PME Plan. The PME Plan shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

The Contractor shall meet the performance measures goals as outlined in the PME Plan unless otherwise agreed upon between the Contractor and the County in writing.

## B. Performance Measures

Performance measures shall be measured using participant- or aggregate-level data pursuant to this Exhibit. Specific data elements and reporting mechanisms shall be defined in the PME Plan. If deemed necessary, additional evaluation activities, such as focus groups, surveys, or more rigorous evaluation projects, may also be included in the PME Plan.

At least one of each type of performance measure (below) shall be included in the final PME Plan. Where there are multiple contractors working on a related program or strategy, the PME Plan may also include at least one strategy-level performance measure.

1. Quantity of service provided: How much did we do?

*For example, # of participants served or # of activities by activity type.*

2. Quality of service provided: How well did we do it?

*For example, percent of services begun within 30 days of enrollment, percent of participants satisfied with services, or measure of fidelity to an evidence-based model.*

3. Quantity of participants that are better off: Is anyone better off?

*For example, percent of participants with improved health and well-being or with increased skills, knowledge, or changed behaviors. For policy, systems, or environment projects, this shall usually be a narrative description of the change that a Contractor has seen as a result of their work.*

Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor's inability to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this Exhibit.

## C. Modification of the PME Plan

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the "Requesting Party") shall submit the suggested changes in writing to the other party (the "Receiving Party").

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PME Plan has been developed and each party has provided the other with written acceptance of such plan.

## **VI. REPORTING REQUIREMENTS**

The County shall provide and coordinate capacity-building supports to the Contractor to meet the goals of RCP. The Contractor shall work with King County Department of Community and Human Services (DCHS) staff to incorporate appropriate capacity-building into the program and identify assistance as needed as the program progresses.

The County may provide capacity-building supports in areas including, but not limited to health equity, building partnerships, communications, evaluation, fiscal processes, policy development, and adapting or identifying evidence-based and promising practices. DCHS staff may provide assistance directly to the Contractor, coordinate assistance from contracted providers, and/or identify additional capacity-building providers.

The Contractor shall submit the following reports to King County by the dates specified below:

- A. The Contractor shall submit aggregate-level and/or participant-level data about services and participant outcomes to King County on a quarterly basis. Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format for this report shall be provided by King County and be outlined in the PME Plan.
- B. The Contractor shall submit Narrative Progress Reports to RCP Consortium Coordinator and/or King County on a quarterly basis. Narrative Progress Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format of the Narrative Progress Reports shall be co-created with RCP Consortium, and King County and shall include questions to track progress and measure performance.
- C. If the Contractor issues cash-value cards, the Contractor shall submit a cumulative cash-value cards tracking log, in a format approved by King County, along with supporting documentation of cash-value card transactions as part of the billing cycle outlined in Section VIII., COMPENSATION AND METHOD OF PAYMENT. Copies of receipts of all purchases of cash-value cards, or other goods with monetary value, shall be provided by the Contractor to King County.
- D. King County shall not reimburse the Contractor for any cash-value cards that either (i) were not distributed, or (ii) were not documented as required under this Exhibit. The total amount of any undistributed or improperly issued cash-value cards shall be deducted from the Contractor's final invoice, and King County's final payment.

## **VII. CONFIDENTIALITY**

DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any Confidential Information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of Confidential Information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose Confidential Information, DCHS will provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

"Confidential Information" shall mean all information which DCHS may learn in administering the RCP program. Confidential Information shall include but not be limited to: personally identifiable information of RCP participants, their family members, and any non-participants named in the RCP process, and immigration or documentation status of RCP participants or

any non-participants named in the RCP process. For purposes of this Section, administration of the RCP program shall include but not be limited to:

- A. Referral process;
- B. Conference, pre-conference, and/or post-conference meetings; and
- C. Plan development or plan completion phases.

## **VIII. COMPENSATION AND METHOD OF PAYMENT**

The Contractor shall submit a Billing Invoice Package quarterly that consists of an invoice statement and other reporting requirements as stated in Section VI. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within ten days after the end of each month.

### **A. Billing Invoice Package**

1. The Contractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).

The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.

2. If the Contractor does not submit any of the reporting requirements as stated in Section VI. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor submits all required paperwork based on King County's discretion.
3. The final invoice of 2022 must be received no later than January 15, 2023.
4. Invoices shall be submitted via email or Zoomgrants to: Yin Yu, Program Manager, King County by email at [yiyu@kingcounty.gov](mailto:yiyu@kingcounty.gov).
5. The Contractor shall submit a general ledger/expenditure detail report listing monthly costs claimed on each invoice.

### **B. Method of Payment**

1. The Contractor shall be paid on a cost-reimbursable basis according to the attached budget (Attachment A).
2. The County shall allow a ten percent discretion within line items among budget items.
3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.

**ATTACHMENT A**

**EXHIBIT I**  
**PACIFIC ISLANDER COMMUNITY ASSOCIATION**  
**COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**

**BUDGET**

| <b>Item</b>                         | <b>Budgeted Amount</b> |
|-------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>     | \$ 250,000             |
| <b>Consultants/Subcontractors</b>   | \$ 0                   |
| <b>Participant Costs</b>            | \$ 75,000              |
| <b>Operating Costs</b>              | \$ 27,000              |
| <b>Administrative Costs</b>         | \$ 67,000              |
| <b><u>Total Budgeted Amount</u></b> | \$ 419,000             |



Department of Community and Human Services  
Children, Youth and Young Adults Division  
(206) 263-9100 TTY Relay: 711

### CONTRACT AMENDMENT

|                    |                                                                 |                        |                   |
|--------------------|-----------------------------------------------------------------|------------------------|-------------------|
| DCHS /             | <u>EER Youth</u>                                                | Contract No.           | <u>6242286</u>    |
| Project/Exhibit(s) | <u>I : Puentes Advocacy Counseling and Education</u>            | Original Contract Date | <u>10/01/2021</u> |
| Contractor         | <u>Puentes: Advocacy, Counseling &amp; Education</u>            | Amendment No.          | <u>1</u>          |
| Address            | <u>14247 Ambaum Blvd SW, Suite R</u><br><u>Burien, WA 98166</u> | Amendment Start Date   | <u>10/01/2021</u> |

|                                           |                                                      |
|-------------------------------------------|------------------------------------------------------|
| Amendment Requested By:                   | Amendment Effects:                                   |
| Children, Youth and Young Adults Division | <input checked="" type="checkbox"/> Scope of Service |
| Yin Yu / (206) 477-5016                   | <input type="checkbox"/> Time of Performance         |
|                                           | <input checked="" type="checkbox"/> Compensation     |
|                                           | <input type="checkbox"/> Method of Payment           |

### PURPOSE

The purpose of this Amendment is to: 1.) add \$10,000 to Exhibit I in funding and program requirements for Technical Assistance and Capacity Building; and 2.) amend Exhibit I to include program requirements for advancement of funds, confidentiality, and cash value cards.

#### A. STANDARD CONTRACT CHANGES

Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$406,000      | 10/01/2021 - 12/31/2022 |
| TOTAL           | \$406,000      | 10/01/2021 - 12/31/2022 |

#### B. EXHIBIT CHANGES

- 1) Add the following subsections to Exhibit I, Section IV PROGRAM DESCRIPTION, C. Program Activities and Requirements:

7. Capacity building services are available to all current RCP Consortium contractors, at no cost. Contractors can access support by connecting with DCHS Technical Assistance/Capacity Building (TACB) Managers. The TACB Managers will match the Contractor with a team of Capacity Building consultants. Capacity Building consultants tailor their support to each contractor individually. DCHS will contract with community TACB consultants in spring 2022 who can support RCP contractors with ongoing Capacity Building needs as described in this Exhibit.

Contractors may, at their discretion, and as approved in writing by King County in advance, pay to work with TACB consultants to build internal capacity on projects including but not limited to:

- i. Organizational Development: Provide leadership development, coaching, strategic planning, fundraising expertise; help improve work processes and create effective partnership agreements; guidance regarding program monitoring and quality improvement processes.
- ii. Data and Evaluation: Understand and develop performance measures; learn how to analyze data; learn how to collect data through surveys, focus groups, and more; improve organizational data infrastructure; adapt data strategies to improve cultural relevance.
- iii. Board Development: Support development of a strong board; support understanding of the board's role; help develop a Board Manual; support transition from a "working" board to a fundraising/fiduciary board.
- iv. Finance: Support in creation of a finance tracking system that is the right size for the Contractor; develop appropriate fiscal compliance, controls, and reporting procedures; create fiscal policy manuals; help to understand audits and 990s.
- v. Marketing/Communication/Branding: Provide guidance in creation of a tag line, logo, or other marketing materials; provide training, social media, internal communications, "story telling" with stakeholders, communication planning and/or management.
- vi. Social Justice and Racial Equity: Incorporate racial equity analysis into organizational decision-making and practices; strengthen intergenerational work; deepen authentic partnerships w/communities of color; increase youth/community voice within the Contractor's organization.
- vii. Information Technology (IT): Assess organizational IT needs and provide guidance to make appropriate IT purchase choices; provide IT support.
- viii. Legal: Review consent forms; ensure policies are in line with law; assess legal vulnerability; support the Contractor through the 501(c)(3) process.
- ix. Human Resources (HR): Support in aligning hiring processes with best practices and laws; examine current HR systems and suggest improvements; recruit and support volunteers and interns; develop effective job descriptions and performance evaluations; create HR manuals.

TACB has historically been coordinated by King County staff to provide Contractors with TACB from a limited list of consultants offering the following areas of support: pairing consultants with Community Based Organizations, ensuring a scope of work is developed, requesting, and reviewing progress reports, and payment delivery. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding \$10,000 TACB funds to this Contract for the Contractor to select any TACB consultant that best meet the Contractor's needs.

The TACB budget may be spent on consultant services, which will be indicated in the "Subcontract/Consultant" line item of the amended budget (Attachment A). Contractors shall pay consultants at a rate of \$175 per hour when utilizing funds from this Exhibit. Contractors



may compensate consultants at a rate higher than \$175 per hour, but shall not use County funds to pay the difference.

8. If the Contractor issues cash value cards the Contractor shall:

- i. Distribute the cards to participants within the Exhibit Period. Any undistributed cash value cards shall not be reimbursed and shall be deducted from the final invoice.
  - ii. Ensure cards are kept in a secured location, with limited access. When an employee removes cards from the secured location, Contractor shall document the following on a tracking log:
    - a. Identity and count of each card taken.
    - b. Identity and count of each card returned.
    - c. Dated signature of each person taking or returning the card(s).
  - iii. Track card(s) by purchase and by distribution to each person. The tracking log of the purchase and distribution shall include:
    - a. Unique number and value of cash value cards purchased;
    - b. Date cards purchased;
    - c. Date cards distributed;
    - d. Cash value of each card purchased;
    - e. Name and signature of individual(s) distributing cards;
    - f. Name and signature of each card recipient; and
    - g. Brief description of the reason for distribution (e.g. date, time, and title of meeting).
  - iv. Submit a cash value card tracking log to King County as part of the billing cycle outlined in Section VIII., COMPENSATION AND PAYMENT.
  - v. The Contractor shall educate stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors. Recipients of stipends shall not be considered employees of the County for any purpose.
  - vi. If the cash value card is being distributed to compensate an individual for their time, the Contractor shall record the recipient name in enough detail such that if an IRS form 1099-Misc is required, the Contractor will have enough information to send to the IRS and the recipient.
- 2) Add the following subsection to Exhibit I, Section VII. COMPENSATION AND METHOD OF PAYMENT, A. Billing Invoice Package:
6. In order to receive reimbursement for consultant services, Contractor shall 1) put in a request to King County and receive written approval before beginning work with the consultant; and 2) attach the consultant's invoice to Contractor's invoice package.
- 3) Add the following subsections to Exhibit I, Section VII. COMPENSATION AND METHOD OF PAYMENT, B. Method of Payment:
4. If Contractor has received funds that are not spent by the termination of the Contract, Contractor shall return all unspent funds to the County within ten (10) calendar days
5. Upon execution of this Contract and receipt of an approved and an accurate invoice, the County shall provide the Contractor \$26,400 in advance of the invoicing requirement. The \$26,400 will be deducted from the total program reimbursement amount \$406,000. The Contractor shall use these funds as a one-month reserve in order to manage regular monthly

costs for this program only. Payments to the Contract for the final invoice shall only be made once an invoice plus the supporting documentation is submitted to the County for the initial \$26,400.

4) Add the following subsections to Exhibit I, Section VI REPORTING REQUIREMENTS:

C. If the Contractor issues cash value cards, the Contractor shall submit a cumulative cash value cards tracking log, in a format approved by King County, along with supporting documentation of cash value card transactions as part of the billing cycle outlined in Section VIII., COMPENSATION AND METHOD OF PAYMENT. Copies of receipts of all purchases of cash value cards, or other goods with monetary value, shall be provided by the Contractor to King County.

D. King County shall not reimburse the Contractor for any cash value cards that either (i) were not distributed, or (ii) were not documented as required under this Exhibit. The total amount of any undistributed or improperly issued cash value cards shall be deducted from the Contractor's final invoice, and King County's final payment.

5) Add the following Section to Exhibit I:

**VIII. CONFIDENTIALITY**

DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any Confidential Information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of Confidential Information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose Confidential Information, DCHS will provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

"Confidential Information" shall mean all information which DCHS may learn in administering the RCP program. Confidential Information shall include but not be limited to: personally identifiable information of RCP participants, their family members, and any non-participants named in the RCP process, and immigration or documentation status of RCP participants or any non-participants named in the RCP process. For purposes of this Section, administration of the RCP program shall include but not be limited to:

- A. Referral process;
- B. Conference, pre-conference, and/or post-conference meetings; and
- C. Plan development or Plan completion phases.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

*Emmy McConnell*

C2213308281C41C

King County Executive

1/27/2022

Date

FOR

PUENTES: ADVOCACY, COUNSELING &  
EDUCATION

DocuSigned by:

*Lonnie Renteria*

379E416787DC41B

Signature

Lonnie Renteria

NAME (Please type or print)

1/27/2022

Date



Department of Community and Human Services  
Children, Youth and Young Adults Division  
(206) 263-9100 TTY Relay: 711

### CONTRACT AMENDMENT

|                    |                                                                 |                        |                   |
|--------------------|-----------------------------------------------------------------|------------------------|-------------------|
| DCHS /             | <u>EER Youth</u>                                                | Contract No.           | <u>6242286</u>    |
| Project/Exhibit(s) | <u>I : Puentes Advocacy Counseling and Education</u>            | Original Contract Date | <u>10/01/2021</u> |
| Contractor         | <u>Puentes: Advocacy, Counseling &amp; Education</u>            | Amendment No.          | <u>2</u>          |
| Address            | <u>14247 Ambaum Blvd SW, Suite R</u><br><u>Burien, WA 98166</u> | Amendment Start Date   | <u>02/28/2022</u> |

|                                           |                                                         |
|-------------------------------------------|---------------------------------------------------------|
| Amendment Requested By:                   | Amendment Effects:                                      |
| Children, Youth and Young Adults Division | <input checked="" type="checkbox"/> Scope of Service    |
| Yin Yu / ( ) -999                         | <input checked="" type="checkbox"/> Time of Performance |
|                                           | <input checked="" type="checkbox"/> Compensation        |
|                                           | <input type="checkbox"/> Method of Payment              |

### PURPOSE

The purpose of this Amendment is to close out services provided under Exhibit I as of February 28, 2022 and terminate the contract as of March 31, 2022.

#### A. STANDARD CONTRACT CHANGES

1. The Contract end date is changed to March 31, 2022.
2. Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$406,000      | 10/01/2021 - 03/31/2022 |
| TOTAL           | \$406,000      | 10/01/2021 - 03/31/2022 |

#### B. EXHIBIT CHANGES

1. Exhibit I, Section I is removed and replaced with the following:  
Puentes Seattle: Advocacy Counseling and Education (Contractor) shall provide support for the youth and community members participating in the Restorative Community Pathways program (RCP) in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$406,000 for the Exhibit Period October 1, 2021, through February 28, 2022.
2. Exhibit I, Subsection IV.C., as amended in Amendment 1, Subsection 9 is added as follows:

9. All obligations for the provision of services described in this Exhibit I shall terminate as of February 28, 2022. The Contractor shall be available to assist the County in the transition of the Contractor's contract obligations through March 31, 2022 ("Transition Period"). During the Transition Period, the Contractor will be compensated for any transition activities requested by King County upon receipt and approval of a properly prepared invoice. The Contractor shall:

- i. Submit complete and final invoices for any contracted work performed through February 28, 2022 and any transition activities requested by King County through March 31, 2022 no later than the date listed below in Subsection VII.A.3.;
- ii. Cooperate with King County to reconcile final amounts owed to determine if Contractor must return some portion of the \$26,400 paid in advance of performance of services, or if King County must pay Contractor for properly submitted invoices totaling over \$26,400;
- iii. Cooperate with King County and the RCP Consortium to transition all records and files of RCP participants served to coordinate a warm handoff in the transfer of responsibility for the participant to the RCP contractor(s) identified by the RCP Consortium; and
- iv. Provide accounting records to the County which verify that Contractor's staff and Community Navigators performing work for RCP are properly paid for their work through February 28, 2022. The Contractor shall provide all backup documentation for all invoices, which includes a general ledger. If the Contractor is unable to produce a general ledger, the Contractor shall instead submit payroll registers and reports and all receipts showing proof of expenses and reimbursement requests.

3. Exhibit I, Section VII.A.3. is removed and replaced with the following: The final invoice of 2022 must be received no later than March 31, 2022.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

*Denise Rothleutner*

FOR

King County Executive

4/11/2022

Date

PUENTES: ADVOCACY, COUNSELING & EDUCATION

DocuSigned by:

*Lonnie Renteria*

Signature

Lonnie Renteria

NAME (Please type or print)

4/11/2022

Date


**King County**

Department of Community and Human Services  
 Children, Youth and Young Adults Division  
 401 Fifth Avenue, Suite 500  
 Seattle, WA 98104  
 206-263-9105  
 TTY Relay: 711

**KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2021/2022**

Contractor Puentes Advocacy, Counseling & Education  
 Project Title Restorative Community Pathways  
 Contract Amount \$ 396,000  
 Contract Period From: 10/01/2021 To 12/31/2022  
 DUNS No. (if applicable) \_\_\_\_\_ SAM No. (if applicable) \_\_\_\_\_

THIS CONTRACT No. 6242286 is entered into by KING COUNTY (the "County"), and Puentes Advocacy, Counseling & Education (the "Contractor") whose address is 14247 Ambaum Blvd SW, Suite R, Burien, WA 98166.

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$396,000      | 10/01/2021 - 12/31/2022 |
| TOTAL           | \$396,000      | 10/01/2021 - 12/31/2022 |

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

**1. Contract Services and Requirements, and Incorporated Exhibits.**

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

| EXHIBIT NAME                              | EXHIBIT NUMBER |
|-------------------------------------------|----------------|
| Puentes Advocacy Counseling and Education | Exhibit I      |

**If you require accommodation to access this form, alternate formats are available upon request.**

**2. Contract Term**

- A. This Contract shall begin on 10/01/2021, and shall terminate on 12/31/2022, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

**3. Compensation and Method of Payment**

A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. Reimbursement for Travel:

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

**4. Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

**5. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

## 6. **Maintenance of Records**

### A. **Accounts and Records:**

The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

### B. **Nondiscrimination and Equal Employment Records:**

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

## 7. **Evaluations and Inspections**

### A. **Subject to Inspection, Review, or Audit:**

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.



B. Medical Records:

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibits to this Contract. The Contractor shall participate in evaluation activities as required by the county and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

8. **Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

9. **Financial Report Submission**

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov) by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.

- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.
- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

| Entity Type            | Non-Profit                                                                                                                                                    |                                                                                                        | For Profit                                                                                                                           |                                                                                                        |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Gross Revenue          | Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.                                                                                | Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.                          | Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.                                                       | Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.                          |
| Required Documentation | <ul style="list-style-type: none"> <li>Form 990 within 30 days of its being filed; and</li> <li>A full set of annual internal financial statements</li> </ul> | Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm | <ul style="list-style-type: none"> <li>Income tax return; and</li> <li>A full set of annual internal financial statements</li> </ul> | Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm |
| Due Date               | Within 30 calendar days from the forms being filed.                                                                                                           | Within nine months following the close of the Contractor's fiscal year.                                | Within 30 calendar days from the forms being filed.                                                                                  | Within nine months following the close of the Contractor's fiscal year.                                |

D. Waiver:

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the County's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the County at: [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov) for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

## 10. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, D, and E.

**11. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

## 12. Termination

### A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

### B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

### C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

**13. Hold Harmless and Indemnification**

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including

reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E. Intellectual Property Infringement:

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

#### 14. Insurance Requirements

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section and at the link below, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors.

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 10 business days of signing the contract. Evidence of Insurance and Endorsements shall be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). The Contractor may request additional time to provide the required documents by emailing [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). Extensions will be granted at the sole discretion of DCHS.

The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. Any provision in any Contractor or subcontractor insurance policy that restricts available limits of liability in a written agreement or contract shall not apply. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

Specific coverage types and limit requirements can be found by visiting <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>.

## 15. **Assignment**

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

## 16. **Subcontracting**

### A. **Written Consent of the County:**

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

### B. **"Subcontract" Defined:**

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

### C. **Required Clauses for Subcontracts:**

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28 and 29, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

### D. **Required Language for Subcontracts:**

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

## **17. Nondiscrimination and Payment of a Living Wage**

A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at

<https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

## **18. Conflict of Interest**

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.



A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

**19. Equipment Purchase, Maintenance, and Ownership**

A. Equipment Maintenance:

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

B. Equipment Ownership:

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

**20. Proprietary Rights****A. Ownership Rights of Materials Resulting from Contract:**

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

**B. Ownership Rights of Previously Existing Materials:**

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

**C. Continued Ownership Rights:**

The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

**21. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**22. King County Recycled Product Procurement Policy**

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

**23. Future Support**

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

**24. Entire Contract**

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

**25. Contract Amendments**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

**26. Notices**

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

**27. Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

**28. Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**29. No Third-Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

**30. Non-Waiver of Breach**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

### 31. **Force Majeure**

“Force Majeure” means an event or events beyond the parties’ reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include, but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

#### A. **No Breach if Force Majeure Applies:**

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

#### B. **Duty to Minimize Disruption and Give Notice:**

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

#### C. **Extension of Time:**

Should Force Majeure events delay the Contractor’s completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

#### D. **Suspending Performance:**

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

### 32. **Emergency Response Requirements**

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.

B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

### 33. Contractor Certification

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and agrees to comply with all of the contract terms and conditions detailed on that site, including, but not limited to, Equity and Social Justice, applicable Emergency Response, EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

DocuSigned by:

*Emmy McConnell*

FOR

C2213366281C41C...

King County Executive

11/23/2021

Date

PUENTES ADVOCACY, COUNSELING  
& EDUCATION

DocuSigned by:

*Lonnie Renteria*

379F416787D641B...

Signature

Lonnie Renteria

Name (Please type or print)

11/21/2021

Date

**EXHIBIT I**  
**PUENTES SEATTLE: ADVOCACY COUNSELING AND EDUCATION**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: 10/01/2021 – 12/31/2022**

**I. STATEMENT OF WORK**

Puentes Seattle: Advocacy Counseling and Education (Contractor) shall provide support for the youth and community members participating in the Restorative Community Pathways program (RCP) in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$396,000 for the Exhibit Period October 1, 2021, through December 31, 2022.

**II. BACKGROUND AND LEADING WITH EQUITY**

**A. Restorative Community Pathways (RCP)**

RCP is a comprehensive, community-led process that divests funds and services from the current juvenile legal system, which is racially disproportionate and often harmful. RCP invests in a community-driven support system that leads with racial equity and care for the young people, their families, the Community Members Who have Experienced Harm, and the community. The RCP process is largely informed and designed by the RCP Workgroups.

The RCP model is rooted in Restorative Justice and moves beyond the victim-perpetrator dichotomy by acknowledging and honoring the harm experienced by every person engaged in RCP. RCP seeks to provide healing and restoration for all parties and empower those harmed, giving voice to their needs. The RCP model additionally offers financial compensation through the Compensation Fund.

The King County Prosecuting Attorney's Office (PAO) shall refer eligible young people to the RCP Consortium, defined below, rather than involving them in the juvenile legal system. Members of the RCP Consortium shall serve in the RCP Consortium as Community Navigators and design support services to respond to and meet the individualized needs of both the youth and the Community Members Who have Experienced Harm. The services to be provided will help young people and their families meet their goals, promote healing for Community Members Who have Experienced Harm, and offer payment from a Compensation Fund.

Through this community-led accountability and restoration process, survivors have a voice in their healing process, and young people have an opportunity to engage in meaningful accountability for harm they have caused, without being pushed into the juvenile legal system.

RCP will be steered by a collective of youth from across King County known as the "Youth Steering Committee." The Youth Steering Committee will partner with the RCP Consortium to serve as the decision-making body of RCP.

RCP is grounded in the following principles:

1. This work is about centering healing not punishment.
2. This work is about removing power from the County and returning it to communities - it is a move towards getting rid of the criminal system.
3. This work is about undoing the culture of white supremacy, colonialism, cis-hetero-patriarchy, and all other forms of oppression.
4. This work is centering the agency and liberation of youth.
5. This work is about building, and holding accountable, caring relationships

B. The RCP Consortium

The RCP Consortium will consist of nine contractors that will each serve a role to create a community network of support for participants in the RCP process. Each contractor will provide community navigation support for youth, their families, and Community Members Who have Experienced Harm. The RCP Consortium, as a whole, will provide the following Areas of Service:

1. Basic Needs;
2. Restorative Justice and Healing;
3. Connection; and
4. Community.

As a member of the RCP Consortium, the Contractor will provide services to ensure youth, their families, and Community Members Who have Experienced Harm are able to develop their own action plans for healing and accountability. The Contractor shall also provide navigation services to support youth and Community Members Who have Experienced Harm to implement their action plans and meet their goals.

III. DEFINITIONS

- A. **Administrative Costs:** Overall shared insurance and professional fees such as general administrative staff time, central rates, Information Technology costs, fiscal sections costs.
- B. **Areas of Service:** The four types of services and supports to be offered to individuals participating in RCP by the RCP Consortium are as follows:
1. **Basic Needs:** Supporting youth, their family members, and Community Members Who Have Experienced Harm in accessing basic needs such as housing and rent support, bill payments, groceries, clothing, mental and physical health services, and other needs.
  2. **Restorative Justice and Healing:** Creating collective spaces and processes for healing and accountability for the youth and Community Members Who ave Experienced Harm.

3. **Connection:** Providing youth with peer-support, mentorship, educational and vocational opportunities, and support services.
  4. **Community:** Building and holding space for intentional community support and organizing centered in shared identity (racial, refugee, gender, sexual, religious, cultural, etc.).
- C. **Assessment:** Tool used to determine participants' needs, strengths, and risk and support factors will be completed by Community Navigators and participants
  - D. **Community Consortium Coordinator:** Works directly with the Youth Steering Committee (YSC) and RCP Consortium to foster caring and accountable relationships to best support youth, families, and community members coming to RCP. This role will promote relationship- building and cross-collaboration between organizations, supporting in areas such as cross-skill building, evaluations, etc. They will support the facilitation of meetings as well as processes of feedback and accountability as needed. This role additionally will continue to build relationships with community members and community organizations throughout the County.
  - E. **Community Navigators:** Individual members of the RCP Consortium employed or contracted staff who shall either work with youth and their families referred by the PAO or Community Members Who have Experienced Harm referred by the PAO. Community Navigators shall provide, or facilitate the provision of, the four Areas of Service in RCP.
  - F. **Community Members Who Have Experienced Harm:** harmed party referred by PAO to be serviced by RCP Consortium and may receive support from restitution fund.
  - G. **Compensation Fund:** Funds set aside as part of the RCP funding allocation to provide financial compensation to the Community Members Who Have Experienced Harm for losses that are reasonably related to the situation with the youth.
  - H. **Operating Costs:** Costs associated directly to a specific program such as office supplies, communications, equipment maintenance/rental, training, and office building rent and utilities.
  - I. **Mental Health Therapist:** Works with youth and their families and/or Community Members Who have Experienced Harm referred by the PAO through Referral Administrator. Mental Health Therapist shall provide, or facilitate the provision of, Restorative Justice and Healing through direct service and supervision/training of additional employed or contracted staff.
  - J. **Participant Costs:** Associated directly to participants such as food, traveling expenses, presentation materials, event entry costs, etc.
  - K. **Referral Administrator:** Maintains clear communication with the PAO as referrals are sent to RCP. They will receive referrals from the PAO, organize the information and send the information directly to the Basic Needs navigators so they can begin initial contact. They will inform the PAO once youth have consented to participate in RCP that they have so that the PAO closes the file and inform law enforcement to no longer engage with the youth. They additionally will support the youth steering committee and community navigators in maintaining detailed filing and notes regarding RCP activities.



- L. **RCP Consortium:** The network of RCP contractors collaboratively working together to offer services that support and guide system-involved youth, their families, and Community Members Who have Experienced Harm through the RCP process to build trusting and accountable relationships.
- M. **RCP Workgroups:** The coordination of community-based organizations, community members who work directly with youth, King County families and youth, including youth who are currently/formerly involved in systems, community organizers, and victim advocates. These workgroups are the decision-making body in how RCP is developed, implemented, monitored, and evaluated prior to program launch. RCP Workgroups will transition management of RCP to the Youth Steering Committee after program launch.
- N. **Support Plan:** A written plan that is developed by qualified Contractor staff with direct input from the participant. The plan shall focus on what the participant's needs are, which may not necessarily be the services offered by the Contractor, goals for obtaining specific skills or knowledge, and steps toward achieving those goals. Staff and the participants review goal plans on a regular basis to assess progress or to modify needs and goals as necessary.
- O. **Youth Steering Committee (YSC):** The central, decision-making body of RCP consisting of approximately nine youth from across King County, representative of the geographic and racial disparities present in the county. The YSC shall be responsible for development of the RCP process after program launch and shall include partnering with RCP Consortium in the selection and oversight of Community Navigators. They shall be responsible in major decision making in terms of the direction of RCP, hold a central role in supporting community evaluations of RCP, and support in the distribution of funds. They also are working in accountable relationship with community organizations to ensure that the work of RCP continues to be rooted in youth liberation and healing not punishment. The YSC shall consist of youth from the RCP Workgroups and shall ultimately include youth who have gone through the RCP process.

#### IV. **PROGRAM DESCRIPTION**

The Contractor shall provide Restorative Justice and Healing to the youth and their families and Community Members Who have Experienced Harm.

##### A. Milestones

1. The Contractor shall begin accepting referrals by October 2021 and shall begin programming in November 2021.
2. The Contractor shall define next steps by Q1 2022.
3. The Contractor shall complete the Performance, Measurement, and Evaluation (PME) Plan within three months of the start of programming.

##### B. Eligibility

In order to be eligible for services, participants shall meet the following requirements:

1. Be youth/young adult between the age of 12-21 years old and a Community Member Who Has Experienced Harm.

2. At the start of service, reside and/or have a connection within King County. A connection within King County may include, but is not limited to living in, attending school in, and/or interacted with the court system in King County.
3. Be referred from the PAO or when Contractor has capacity to accept outside referrals as approved by the YSC.

C. Program Activities and Requirements

1. The Contractor shall actively participate in the RCP Consortium and other activities as determined by the YSC, and King County staff such as learning circles and community summits.
2. The Contractor shall partner with the YSC to hire and onboard two full-time equivalent Community Navigators, a half-time equivalent Mental Health Therapist, and designate a Community Consortium Coordinator to serve youth and their families and Community Members Who have Experienced Harm.
3. The Contractor's Community Navigator shall:
  - i. Be heavily involved in guiding each participant and setting up opportunities for each participant's success in fulfilling their Support Plan.
  - ii. Remain in active weekly communication with participants.
  - iii. Contact the participant within two (2) business days of the referral from the Community Navigator, accept the referral, and begin to create connections between the participant and organizations that can offer appropriate supports to the participant as dictated by the Support Plan.
  - iv. Co-design a Support Plan with each participant referred by the RCP Administrator. The Support Plan shall be based on the strengths, goals, and needs identified in the RCP Administrator's Assessment within three to six weeks.
  - v. Remain in active contact with each participant, providing support and guidance as needed as the participant fulfills their Support Plan (approximately six (6) months).
  - vi. After three (3) to six (6) of unsuccessful attempts to contact the referred participant via social media, in-person visits, phone calls, texting, emails, and etc., referral will be referred to the Referral Administrator.
4. The Contractor's Mental Health Therapist shall:
  - i. Support Community Navigators as they support youth and community members, including but not limited to providing spaces for self-care, debriefing, and training in mental health throughout duration of grant period.
  - ii. Co-create healing circles with Community Navigators and YSC throughout 2022.

- iii. Support youth and community members through individual therapy as needed throughout 2022.
  - iv. Remain in active contact with YSC, and RCP administrators to collectively enhance mental health and wellness of program participants and staff throughout duration of grant period.
5. The Contractor shall provide the following Areas of Service to participants:
- i. Basic Needs
  - ii. Connection
  - iii. Community
  - iv. Restorative Justice and Healing
6. The Contractor shall abide by the following legal, administrative, and documentation requirements:
- i. As the PAO will be diverting referrals to RCP pursuant to RCW 13.40.070(3), (11), the Contractor shall comply with RCW 13.50.050 limiting the sharing of participant records relating to the commission of juvenile offenses.
  - ii. Any agreement the Contractor enters into with a subcontractor shall be in compliance with Sections 15 and 16 (Assignment and Subcontracting) of this Contract's Standard Terms and Conditions. The language in Section 16.C. shall be included verbatim in such agreement.
  - iii. The Contractor shall implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information.
  - iv. The Contractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model and/or the Youth Steering Committee's leadership.

## **V. PERFORMANCE MEASUREMENT AND EVALUATION**

### **A. PME Planning Process**

The Contractor shall identify a staff person to lead the performance measurement, evaluation, and continuous quality improvement activities for this Exhibit. A PME Plan shall be co-developed and is intended to provide the Contractor and King County with useful information for decision-making, planning, and program management. The Contractor and King County staff shall work collaboratively to identify relevant measures of service delivery, quality, and program results and determine the mechanisms by which required information shall be collected, managed, and reported. King County is responsible for providing a first draft of the PME Plan. The PME Plan shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

The Contractor shall meet the performance measures goals as outlined in the PME Plan unless otherwise agreed upon between the Contractor and the County in writing.

#### B. Performance Measures

Performance measures shall be measured using participant- or aggregate-level data pursuant to this Exhibit. Specific data elements and reporting mechanisms shall be defined in the PME Plan. If deemed necessary, additional evaluation activities, such as focus groups, surveys, or more rigorous evaluation projects, may also be included in the PME Plan.

At least one of each type of performance measure (below) shall be included in the final PME Plan. Where there are multiple contractors working on a related program or strategy, the PME Plan may also include at least one strategy-level performance measure.

1. Quantity of service provided: How much did we do?

*For example, # of participants served or # of activities by activity type.*

2. Quality of service provided: How well did we do it?

*For example, percent of services begun within 30 days of enrollment, percent of participants satisfied with services, or measure of fidelity to an evidence-based model.*

3. Quantity of participants that are better off: Is anyone better off?

*For example, percent of participants with improved health and well-being or with increased skills, knowledge, or changed behaviors. For policy, systems, or environment projects, this shall usually be a narrative description of the change that a Contractor has seen as a result of their work.*

Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor's inability to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this Exhibit.

#### C. Modification of the PME Plan

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the "Requesting Party") shall submit the suggested changes in writing to the other party (the "Receiving Party").

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PME Plan has been developed and each party has provided the other with written acceptance of such plan.

## **VI. REPORTING REQUIREMENTS:**

The County shall provide and coordinate capacity-building supports to the Contractor to meet the goals of RCP. The Contractor shall work with DCHS staff to incorporate appropriate capacity-building into the program and to identify assistance as needed as the program progresses.

The County may provide capacity-building supports in areas including, but not limited to health equity, building partnerships, communications, evaluation, fiscal processes, policy development, and adapting or identifying evidence-based and promising practices. DCHS staff may provide assistance directly to the Contractor, coordinate assistance from contracted providers, and/or identify additional capacity-building providers.

The Contractor shall submit the following reports to King County by the dates specified below:

- A. The Contractor shall submit aggregate-level and/or participant-level data about services and participant outcomes to King County on a quarterly basis. Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format for this report shall be provided by King County and be outlined in the PME Plan.
- B. The Contractor shall submit Narrative Progress Reports to Consortium Community Coordinator and/or King County on a quarterly basis. Narrative Progress Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format of the Narrative Progress Reports shall be co-created with RCP Consortium, and King County and shall include questions to track progress and measure performance.

## **VII. COMPENSATION AND METHOD OF PAYMENT**

The Contractor shall submit a Billing Invoice Package monthly that consists of an invoice statement and other reporting requirements as stated in Section VI. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within ten days after the end of each month.

### **A. Billing Invoice Package**

- 1. The Contractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).

The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.

- 2. If the Contractor does not submit any of the reporting requirements as stated in Section VI. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor submits all required paperwork based on King County's discretion.
- 3. The final invoice of 2022 must be received no later than January 15, 2023.

4. Invoices shall be submitted via email to: Yin Yu, Program Manager, King County by email to [yyu@kingcounty.gov](mailto:yyu@kingcounty.gov)
5. The Contractor shall submit a general ledger/expenditure detail report listing monthly costs claimed on each invoice.

B. Method of Payment

1. The Contractor shall be paid on a cost-reimbursable basis according to the attached budget (Attachment A).
2. The County shall allow a ten percent discretion within line items among budget items.
3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.

**ATTACHMENT A**

**EXHIBIT I**  
**PUENTES SEATTLE: ADVOCACY COUNSELING AND EDUCATION**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: 10/01/2021 – 12/31/2022**

**BUDGET**

| <b>Item</b>                          | <b>Budgeted Amount</b> |
|--------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>      | \$ 250,000             |
| <b>Consultants / Sub-Contractors</b> | \$ 60,000              |
| <b>Participant Costs</b>             | \$ 25,000              |
| <b>Operating Costs</b>               | \$ 25,000              |
| <b>Administrative Costs</b>          | \$ 36,000              |
| <b><u>Total Budgeted Amount</u></b>  | \$ 396,000             |



Department of Community and Human Services  
Children, Youth and Young Adults Division  
(206) 263-9100 TTY Relay: 711

### CONTRACT AMENDMENT

|                    |                                                                 |                        |                   |
|--------------------|-----------------------------------------------------------------|------------------------|-------------------|
| DCHS /             | <u>EER Youth</u>                                                | Contract No.           | <u>6206904</u>    |
| Project/Exhibit(s) | <u>II : Collective Justice</u><br><u>III : Creative Justice</u> | Original Contract Date | <u>01/01/2021</u> |
| Contractor         | <u>RVC Seattle</u>                                              | Amendment No.          | <u>1</u>          |
| Address            | <u>1225 S. Weller St Suite 400</u><br><u>Seattle, WA 98144</u>  | Amendment Start Date   | <u>10/01/2021</u> |

Amendment Requested By:

Amendment Effects:

Children, Youth and Young Adults Division

Yin Yu / ( ) -999

|          |                     |
|----------|---------------------|
| <u>X</u> | Scope of Service    |
| <u>X</u> | Time of Performance |
| <u>X</u> | Compensation        |
| <u>X</u> | Method of Payment   |

### PURPOSE

The purpose of this amendment is to: 1.) add Exhibit II for Collective Justice for Restorative Community Pathways, 2.) add Exhibit III for Creative Justice for Restorative Community Pathways, and 3.) extend the Contract End Date to December 31, 2022.

#### A. STANDARD CONTRACT CHANGES

1. Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$280,002      | 01/01/2021 - 12/31/2021 |
| COUNTY          | \$280,000      | 10/01/2021 - 12/31/2021 |
| COUNTY          | \$326,500      | 10/01/2021 - 12/31/2022 |
| TOTAL           | \$886,502      | 01/01/2021 - 12/31/2022 |

2. The Contract End Date is extended to December 31, 2022.

#### B. EXHIBIT CHANGES

1. The attached Exhibit II, Collective Justice for Restorative Community Pathways is incorporated into and made a part of this Contract.
2. The attached Exhibit III, Creative Justice for Restorative Community Pathways is incorporated into and made a part of this Contract.



IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

*Emmy McConnell*

C2213300201C41C...

King County Executive

12/14/2021

Date

FOR

RVC SEATTLE

DocuSigned by:

*JoJo Gaon*

B50EC6B5340040C...

Signature

JoJo Gaon

NAME (Please type or print)

12/13/2021

Date

**EXHIBIT II**  
**RVC – COLLECTIVE JUSTICE**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**

**I. STATEMENT OF WORK**

The RVC, (“Contractor”) shall subcontract with Collective Justice, “Subcontractor” to perform the services described in this Exhibit, and to otherwise comply with the obligations and duties as set forth in this Exhibit. King County Department of Community and Human Services (DCHS) shall be identified as a third-party beneficiary of the Contractor’s subcontract with Subcontractor.

The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$326,500 for the Exhibit Period October 1, 2021 through December 31, 2022.

**II. BACKGROUND AND LEADING WITH EQUITY**

**A. Restorative Community Pathways (RCP)**

RCP is a comprehensive, community-led process that divests funds and services from the current juvenile legal system, which is racially disproportionate and often harmful. RCP invests in a community-driven support system that leads with racial equity and care for the young people, their families, the Community Members Who Have Experienced Harm, and the community. The RCP process is largely informed and designed by the RCP Workgroups.

The RCP model is rooted in Restorative Justice and moves beyond the victim-perpetrator dichotomy by acknowledging and honoring the harm experienced by every person engaged in RCP. RCP seeks to provide healing and restoration for all parties and empower those harmed, giving voice to their needs. The RCP model additionally offers financial compensation through the Compensation Fund.

The King County Prosecuting Attorney’s Office (PAO) shall refer eligible young people to the RCP Consortium, defined below, rather than involving them in the juvenile legal system. Members of the RCP Consortium shall serve in the RCP Consortium as Community Navigators and design support services to respond to and meet the individualized needs of both the youth and the Community Members Who Have Experienced Harm. The services to be provided will help young people and their families meet their goals, promote healing for Community Members Who Have Experienced Harm, and offer payment from a Compensation Fund.

Through this community-led accountability and restoration process, survivors have a voice in their healing process, and young people have an opportunity to engage in meaningful accountability for harm they have caused, without being pushed into the juvenile legal system.

RCP will be steered by a collective of youth from across King County known as the “Youth Steering Committee.” The Youth Steering Committee will partner with the RCP Consortium to serve as the decision-making body of RCP.

RCP is grounded in the following principles:

1. This work is about centering healing not punishment.
2. This work is about removing power from the County and returning it to communities - it is a move towards getting rid of the criminal system.
3. This work is about undoing the culture of white supremacy, colonialism, cis-hetero-patriarchy, and all other forms of oppression.
4. This work is centering the agency and liberation of youth.
5. This work is about building, and holding accountable, caring relationships.

**B. The RCP Consortium**

The RCP Consortium will consist of nine contractors that will each serve a role to create a community network of support for participants in the RCP process. Each contractor will provide community navigation support for youth, their families, and Community Members Who Have Experienced Harm. The RCP Consortium, as a whole, will provide the following Areas of Service:

1. Basic Needs;
2. Restorative Justice and Healing;
3. Connection; and
4. Community.

As a member of the RCP Consortium, the Subcontractor will provide services to ensure youth, their families, and Community Members Who Have Experienced Harm are able to develop their own action plans for healing and accountability. The Subcontractor will also provide navigation services to support youth and Community Members Who Have Experienced Harm to implement their action plans and meet their goals.

**III. DEFINITIONS**

- A. **Administrative Costs:** Overall shared insurance and professional fees such as general administrative staff time, central rates, Information Technology costs, fiscal sections costs.
- B. **Areas of Service:** The four types of services and supports to be offered to individuals participating in RCP by the RCP Consortium are as follows:
  1. **Basic Needs:** Supporting youth, their family members, and Community Members Who Have Experienced Harm in accessing basic needs such as housing and rent support, bill payments, groceries, clothing, mental and physical health services, and other needs.
  2. **Restorative Justice and Healing:** Creating collective spaces and processes for healing and accountability for the youth and Community Members Who Have Experienced Harm.

3. **Connection:** Providing youth with peer-support, mentorship, educational and vocational opportunities, and support services.
  4. **Community:** Building and holding space for intentional community support and organizing centered in shared identity (racial, refugee, gender, sexual, religious, cultural, etc.).
- C. **Assessment:** Tool used to determine participants' needs, strengths, and risk and support factors.
  - D. **Community Members Who Have Experienced Harm:** Harmed party referred by PAO to be serviced by RCP Consortium and may receive support from restitution fund.
  - E. **Dialogue and Accountability Processes (DAPs):** Engages in restorative justice and community accountability work with individuals who request facilitated accountability processes. These processes provide an opportunity for people who have survived violence or lost loved ones to violence to have face-to-face dialogues with those who caused them harm. DAPs include an extensive preparation process with all participants, supporting them to come to terms with their needs and impacts and to make a plan for ongoing healing and accountability, regardless of whether a face-to-face dialogue occurs.
  - F. **Healing Education for Accountability and Liberation (HEAL) Circle:** A process for individuals impacted by violence. Participants are invited to share and witness each other's stories, grief, and trauma as the HEAL Circle moves together through individually held pain toward journeys of collective healing. Drawing on restorative justice practices and transformative justice principles, the HEAL Circle builds skills and wellness around coping with triggers, self and community-care, and building resilience.
  - G. **Operating Costs:** Costs associated directly to a specific program such as office supplies, communications, equipment maintenance/rental, training, and office building rent and utilities.
  - H. **Participant Costs:** Costs associated directly to participants such as food, traveling expenses, presentation materials, event entry costs, etc.
  - I. **RCP Consortium:** The network of RCP contractors collaboratively working together to offer services that support and guide system-involved youth, their families, and Community Members Who Have Experienced Harm through the RCP process to build trusting and accountable relationships.
  - J. **RCP Workgroups:** The coordination of community-based organizations, community members who work directly with youth, King County families and youth, including youth who are currently/formerly involved in systems, community organizers, and victim advocates. These workgroups are the decision-making body in how RCP is developed, implemented, monitored, and evaluated prior to program launch. RCP Workgroups will transition management of RCP to the Youth Steering Committee after program launch.
  - K. **Youth Steering Committee (YSC):** The central, decision-making body of RCP consisting of approximately nine youth from across King County, representative of the geographic and racial disparities present in the county. The YSC shall be responsible for development of the RCP process after program launch and shall include partnering with RCP Consortium in the selection and oversight of Community Navigators. They

shall be responsible in major decision making in terms of the direction of RCP, hold a central role in supporting community evaluations of RCP, and support in the distribution of funds. They also are working in accountable relationship with community organizations to ensure that the work of RCP continues to be rooted in youth liberation and healing not punishment. The YSC shall consist of youth from the RCP Workgroups and shall ultimately include youth who have gone through the RCP process.

#### **IV. PROGRAM DESCRIPTION**

The Subcontractor shall provide Restorative Justice and Healing to youth, their families, and Community Members Who Have Experienced Harmed.

##### **A. Milestones**

1. The Subcontractor shall begin accepting referrals by October 2021.
2. The Subcontractor shall define next steps by Q1 2022.
3. The Subcontractor shall complete the Performance, Measurement, and Evaluation (PME) Plan within three months of the start of programming.

##### **B. Eligibility**

In order to be eligible for services, participants shall meet the following requirements:

1. Be a youth/young adult between the age of 12-21 years old and Community Members Who Have Experienced Harm.
2. At the start of service, reside and/or have a connection within King County. A connection within King County may include, but is not limited to living in, attending school in, and/or having interacted with the court system in King County.
3. Be referred from the PAO and/or community partners when there's capacity to accept outside referrals as approved by the YSC.

##### **C. Program Activities and Requirements**

1. The Subcontractor shall actively participate in the RCP Consortium and other activities as determined by the YSC and King County staff such as learning circles and community summits.
2. The Subcontractor shall partner with the YSC to onboard three full-time equivalent DAPs Program Coordinator and DAPs Facilitator to serve youth, their families, and Community Members Who Have Experienced Harmed.
3. The Subcontractor's DAPs staff shall:
  - i. Receive RCP referrals and provide intake and assessment of the appropriate DAP/Restorative Justice process for the harmed party and responsible party.
  - ii. Facilitate all elements of DAPs processes including preparation meetings, dialogue facilitation, and post-dialogue support for both the responsible parties and harmed parties, as well as their support people and relevant

community members - DAPs processes can be expected to span 6-12 months.

- iii. Provide HEAL Circles, as available, for responsible and/or harmed parties who don't complete a DAPs, or in addition to a DAPs, as appropriate.
  - iv. Provide one-on-one support for harmed parties and/or responsible parties who may not be able to participate in a DAPs process or HEAL Circle. Support focused on identifying next steps and ongoing supports for their healing/accountability process.
4. The Subcontractor shall provide the following Area of Service to participants: Restorative Justice and Healing
5. The Contractor and Subcontractor shall abide by the following legal, administrative, and documentation requirements:
- i. As the PAO will be diverting referrals to RCP pursuant to RCW 13.40.070(3), (11), the Contractor and Subcontractor shall comply with RCW 13.50.050 limiting the sharing of participant records relating to the commission of juvenile offenses.
  - ii. Any agreement the Contractor or Subcontractor enters into with a subcontractor shall be in compliance with Sections 15 and 16 (Assignment and Subcontracting) of this Contract's Standard Terms and Conditions. The language in Section 16.C. shall be included verbatim in such agreement.
  - iii. The Contractor and Subcontractor shall implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information.
  - iv. The Contractor and Subcontractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model and/or the YSC's leadership.

## **V. PERFORMANCE MEASUREMENT AND EVALUATION**

### **A. Performance Measurement and Evaluation Planning Process**

The Subcontractor shall identify a staff person to lead the performance measurement, evaluation, and continuous quality improvement activities for this Exhibit. A PME Plan shall be co-developed and is intended to provide the Subcontractor and King County with useful information for decision-making, planning, and program management. The Subcontractor and King County staff shall work collaboratively to identify relevant measures of service delivery, quality, and program results and determine the mechanisms by which required information shall be collected, managed, and reported. King County is responsible for providing a first draft of the PME Plan. The PME Plan shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

The Subcontractor shall meet the performance measures goals as outlined in the PME Plan unless otherwise agreed upon between the Contractor and the County in writing.

## B. Performance Measures

Performance measures shall be measured using participant- or aggregate-level data pursuant to this Exhibit. Specific data elements and reporting mechanisms shall be defined in the PME Plan. If deemed necessary, additional evaluation activities, such as focus groups, surveys, or more rigorous evaluation projects, may also be included in the PME Plan.

At least one of each type of performance measure (below) shall be included in the final PME Plan. Where there are multiple contractors working on a related program or strategy, the PME Plan may also include at least one strategy-level performance measure.

1. Quantity of service provided: How much did we do?

*For example, # of participants served or # of activities by activity type.*

2. Quality of service provided: How well did we do it?

*For example, percent of services begun within 30 days of enrollment, percent of participants satisfied with services, or measure of fidelity to an evidence-based model.*

3. Quantity of participants that are better off: Is anyone better off?

*For example, percent of participants with improved health and well-being or with increased skills, knowledge, or changed behaviors. For policy, systems, or environment projects, this shall usually be a narrative description of the change that a Contractor has seen as a result of their work.*

Once developed and accepted by each party, the Subcontractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor or Subcontractor's inability to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this Exhibit.

## C. Modification of the PME Plan

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the "Requesting Party") shall submit the suggested changes in writing to the other party (the "Receiving Party").

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PME Plan has been developed and each party has provided the other with written acceptance of such plan.

**VI. REPORTING REQUIREMENTS:**

The County shall provide and coordinate capacity-building supports to the Contractor and Subcontractor to meet the goals of RCP. The Subcontractor shall work with DCHS staff to incorporate appropriate capacity-building into the program and identify assistance as needed as the program progresses.

The County may provide capacity-building supports in areas including, but not limited to health equity, building partnerships, communications, evaluation, fiscal processes, policy development, and adapting or identifying evidence-based and promising practices. DCHS staff may provide assistance directly to the Subcontractor, coordinate assistance from contracted providers, and/or identify additional capacity-building providers.

The Subcontractor shall submit the following reports to King County by the dates specified below:

- A. The Subcontractor shall submit aggregate-level and/or participant-level data about services and participant outcomes to King County on a quarterly basis. Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format for this report shall be provided by King County and be outlined in the PME Plan.
- B. The Subcontractor shall submit Narrative Progress Reports to RCP Consortium Coordinator and/or King County on a semi-annual or quarterly basis. Narrative Progress Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format of the Narrative Progress Reports shall be co-created with RCP Consortium and King County and shall include questions to track progress and measure performance.

**VII. CONFIDENTIALITY**

DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any Confidential Information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of Confidential Information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose Confidential Information, DCHS will provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

“Confidential Information” shall mean all information which DCHS may learn in administering the RCP program. Confidential Information shall include but not be limited to: personally identifiable information of RCP participants, their family members, and any non-participants named in the RCP process, and immigration or documentation status of RCP participants or any non-participants named in the RCP process. For purposes of this Section, administration of the RCP program shall include but not be limited to:

- A. Referral process;
- B. HEAL Circles, pre-HEAL Circle meetings, and/or related debrief meetings;
- C. Conference, pre-conference, and/or post-conference meetings; and
- D. Plan development or Plan completion phases.



## VIII. COMPENSATION AND METHOD OF PAYMENT

The Subcontractor shall submit a Billing Invoice Package monthly that consists of an invoice statement and other reporting requirements as stated in Section VI. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within ten days after the end of each month.

### A. Billing Invoice Package

1. The Subcontractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).

The Subcontractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit. The Contractor and/or Subcontractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor and Subcontractor staff time allocated to this Exhibit.

2. If the Subcontractor does not submit any of the reporting requirements as stated in Section VI. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor or Subcontractor submits all required paperwork based on King County's discretion.
3. The final invoice of 2022 must be received no later than January 15, 2023.
4. Invoices shall be submitted via email to: Yin Yu, Program Manager, King County at [yyu@kingcounty.gov](mailto:yyu@kingcounty.gov).
5. The Subcontractor shall submit a general ledger/expenditure detail report listing monthly costs claimed on each invoice.

### B. Method of Payment

1. The Subcontractor shall be paid on a monthly even disbursement according to the attached budget (Attachment A).
2. The County shall allow a ten percent discretion within line items among budget items.
3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.

APPROVED BY:

Initials: 

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Matthew Murphy, Subcontractor Dialogue & Accountability Processes Coordinator

**ATTACHMENT A**

**EXHIBIT II  
RVC – COLLECTIVE JUSTICE  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**

**BUDGET**

| <b>Item</b>                         | <b>Budgeted Amount</b> |
|-------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>     | \$ 252,000             |
| <b>Consultants/Subcontractors</b>   | \$ 15,000              |
| <b>Participant Costs</b>            | \$ 13,000              |
| <b>Operating Costs</b>              | \$ 16,500              |
| <b>Administrative Costs</b>         | \$ 30,000              |
| <b><u>Total Budgeted Amount</u></b> | \$ 326,500             |

**EXHIBIT III**  
**RVC – CREATIVE JUSTICE**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**

**I. STATEMENT OF WORK**

RVC (Contractor) shall act as a fiscal sponsor and subcontract with Creative Justice (Subcontractor) to perform the services described in this Exhibit unless otherwise identified as the responsibility of the Contractor, and to otherwise comply with the obligations and duties as set forth in this Exhibit. King County Department of Community and Human Services (DCHS) shall be identified as a third-party beneficiary of the Contractor's subcontract with Subcontractor.

The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$280,000 for the Exhibit Period October 1, 2021 through December 31, 2022.

**II. BACKGROUND AND LEADING WITH EQUITY**

**A. Restorative Community Pathways (RCP)**

RCP is a comprehensive, community-led process that divests funds and services from the current juvenile legal system, which is racially disproportionate and often harmful. RCP invests in a community-driven support system that leads with racial equity and care for the young people, their families, the Community Members Who Have Experienced Harm, and the community. The RCP process is largely informed and designed by the RCP Workgroups.

The RCP model is rooted in Restorative Justice and moves beyond the victim-perpetrator dichotomy by acknowledging and honoring the harm experienced by every person engaged in RCP. RCP seeks to provide healing and restoration for all parties and empower those harmed, giving voice to their needs. The RCP model additionally offers financial compensation through the Compensation Fund.

The King County Prosecuting Attorney's Office (PAO) shall refer eligible young people to the RCP Consortium, defined below, rather than involving them in the juvenile legal system. Members of the RCP Consortium shall serve in the RCP Consortium as Community Navigators and design support services to respond to and meet the individualized needs of both the youth and the Community Members Who Have Experienced Harm. The services to be provided will help young people and their families meet their goals, promote healing for Community Members Who Have Experienced Harm, and offer payment from a Compensation Fund.

Through this community-led accountability and restoration process, survivors have a voice in their healing process, and young people have an opportunity to engage in meaningful accountability for harm they have caused, without being pushed into the juvenile legal system.

RCP will be steered by a collective of youth from across King County known as the “Youth Steering Committee.” The Youth Steering Committee will partner with the RCP Consortium to serve as the decision-making body of RCP.

RCP is grounded in the following principles:

1. This work is about centering healing not punishment.
2. This work is about removing power from the County and returning it to communities - it is a move towards getting rid of the criminal system.
3. This work is about undoing the culture of white supremacy, colonialism, cis-hetero-patriarchy, and all other forms of oppression.
4. This work is centering the agency and liberation of youth.
5. This work is about building, and holding accountable, caring relationships.

B. The RCP Consortium

The RCP Consortium will consist of nine contractors that will each serve a role to create a community network of support for participants in the RCP process. Each contractor will provide community navigation support for youth, their families, and Community Members Who Have Experienced Harm. The RCP Consortium, as a whole, will provide the following Areas of Service:

1. Basic Needs;
2. Restorative Justice and Healing;
3. Connection; and
4. Community.

As a member of the RCP Consortium, the Subcontractor will provide services to ensure youth, their families, and Community Members Who Have Experienced Harm are able to develop their own action plans for healing and accountability. The Subcontractor will also provide navigation services to support youth and Community Members Who Have Experienced Harm to implement their action plans and meet their goals.

### III. DEFINITIONS

- A. **Administrative Costs:** Overall shared insurance and professional fees such as general administrative staff time, central rates, Information Technology costs, fiscal sections costs.
- B. **Advocacy Staff:** Subcontractor's staff who are specifically tasked with supporting youth in the enrollment process, systems navigation, Basic Needs supports, case management, and/or court support.
- C. **Areas of Service:** The four types of services and supports to be offered to individuals participating in RCP by the RCP Consortium are as follows:
  - 1. **Basic Needs:** Supporting youth, their family members, and Community Members Who Have Experienced Harm in accessing basic needs such as housing and rent support, bill payments, groceries, clothing, mental and physical health services, and other needs.
  - 2. **Restorative Justice and Healing:** Creating collective spaces and processes for healing and accountability for the youth and Community Members Who Have Experienced Harm.
  - 3. **Connection:** Providing youth with peer-support, mentorship, educational and vocational opportunities, and support services.
  - 4. **Community:** Building and holding space for intentional community support and organizing centered in shared identity (racial, refugee, gender, sexual, religious, cultural, etc.).
- D. **Base Program:** Participants who are new referrals start in this entry level arts program. Participants self-select into an art practice and attend two, two-hour classes per week with a master teaching artist. Participants are compensated with stipends for participating in Base Program, provided art supplies, and receive various Basic Needs supports such as grocery cards, personal items, and transportation support as needed to complete this Base Program. After completing one, 10 to 12 week session, a participant can opt to participate in another session or apply to join the Youth Leadership Board, Youth Consortium, and/or Mentor Artist training program.
- E. **Healing Education for Accountability and Liberation (HEAL) Circles:** Through this partnership with Collective Justice, youth will gain tools for incorporating healing-engaged arts practices into their base curriculum and Subcontractor will gain additional tools for facilitating healing-engaged circles for youth in the future.
- F. **Mentor Artist:** A professional teaching artist that leads 10 to 12 week-long intensive project sessions per year in a variety of arts disciplines and mediums. During the sessions, Mentor Artists work with participants to produce original artwork and learn new skills. During the sessions, participants meet two times each week to dialogue, create, and share a meal.

- G. **Operating Costs:** Costs associated directly to a specific program such as office supplies, communications, equipment maintenance/rental, training, and office building rent and utilities.
- H. **Participant Costs:** Costs associated directly to participants such as food, traveling expenses, presentation materials, event entry costs, etc.
- I. **RCP Administrative Staff:** Receives referrals from PAO and forward referral to contracted providers for Areas of Services
- J. **RCP Consortium:** The network of RCP contractors collaboratively working together to offer services that support and guide system-involved youth, their families, and community members who have experienced harm through the RCP process to build trusting and accountable relationships.
- K. **RCP Workgroups:** The coordination of community-based organizations, community members who work directly with youth, King County families and youth, including youth who are currently/formerly involved in systems, community organizers, and victim advocates. These workgroups are the decision-making body in how RCP is developed, implemented, monitored, and evaluated prior to program launch. RCP Workgroups will transition management of RCP to the Youth Steering Committee after program launch.
- L. **Youth Consortium:** Consists of 5 to 10 participants who are a part of a coalition with Rainier Beach Action Coalition and Community Passageways and allows youth to take on legislative and community-oriented projects. Members meet weekly to learn how to implement change at city, county, and state levels. Youth Consortium members are compensated with stipends and meet one time per week for 2 hours and occasionally support with events and projects. The Youth Consortium is an advocacy-focused coalition that aims to uplift and amplify the visions and solutions of Black, Indigenous, Youth of Color in the south end of Seattle.
- M. **Youth Facilitator:** Participants who have been trained in small group facilitation as it relates to Restorative Justice, HEAL Circle keeping, or the HEAL curriculum. Youth facilitators, in partnership with the Subcontractor, support in the planning and facilitation of the Subcontractor's programs as peer-to-peer supports.
- N. **Youth Leadership Board:** Consists of 5 to 10 participants who have completed at least one session in the Base Program. Members are compensated with stipends. They meet one time per week for two hours and occasionally do presentations and events with the Subcontractor. The Youth Leadership Board also participates in hiring panels and hiring decisions, provides key feedback on organizational policies and strategic plans, and leads the Subcontractor in decision making, program development, policy decision, and project selection.
- O. **Youth Steering Committee (YSC):** The central, decision-making body of RCP consisting of approximately nine youth from across King County, representative of the geographic and racial disparities present in the county. The YSC shall be responsible for development of the RCP process after program launch and shall include partnering with RCP Consortium in the selection and oversight of

Community Navigators. They shall be responsible in major decision making in terms of the direction of RCP, hold a central role in supporting community evaluations of RCP, and support in the distribution of funds. They also are working in accountable relationship with community organizations to ensure that the work of RCP continues to be rooted in youth liberation and healing not punishment. The YSC shall consist of youth from the RCP Workgroups and shall ultimately include youth who have gone through the RCP process.

#### **IV. PROGRAM DESCRIPTION**

The Subcontractor shall provide Connection, Community, Basic Needs, and Restorative Justice and Healing to youth participants and their families.

##### **A. Milestones**

1. The Subcontractor shall begin accepting referrals by mid-November 2021.
2. The Subcontractor shall define next steps by Q1 2022.
3. The Subcontractor shall complete the Performance, Measurement, and Evaluation (PME) Plan within three months of the start of programming.

##### **B. Eligibility**

In order to be eligible for services, participants shall meet the following requirements:

1. Be a youth/young adult between the age of 12-22 years old.
2. At the start of service, reside and/or have a connection within King County. A connection within King County may include, but is not limited to living in, attending school in, and/or having interacted with the court system in King County.
3. Be referred from the PAO, and/or community partners, and/or self-referral when there is capacity to accept outside referrals as approved by the YSC.

##### **C. Program Activities and Requirements**

1. The Subcontractor shall actively participate in the RCP Consortium and other activities as determined by the YSC and King County staff, including but not limited to learning circles and community summits.
2. The Subcontractor shall:
  - i. Provide each participant with access to Advocacy Staff who assist in finding and accessing services, navigating systems, Basic Needs support, mentorship, and case management.
  - ii. Receive referrals and complete enrollment for participants in the Base Program.

- iii. Maintain participant records as required by this Contract.
- iv. Support in systems navigation and Basic Needs via daily program meals, emergency participant transportation, and HEAL Circle stipends.
- v. Facilitate HEAL Circles starting in January 2022. HEAL Circles will meet two times per week. One day will focus on the traditional curriculum. The second day participants will reflect upon the earlier discussions and work through a therapeutic arts practice.
- vi. Pair a HEAL Circle Youth Facilitator with a Mentor Artist to develop relevant arts curriculum to assist in understanding problems, building solutions, and healing the harm of punitive public safety systems.
  - a. Youth Facilitators shall design, alongside a Mentor Artist, arts curriculum that will complement the original HEAL curriculum to leverage arts therapeutic practices for healing, important conversations, and community advocacy.
  - b. Arts curriculum may include the following:
    - 1. artistic skill building with an emphasis on social practice;
    - 2. discussion and learning rooted in principles of anti-racism and social justice;
    - 3. individual and collaborative creative work; and
    - 4. opportunities to give and receive feedback.
  - c. Family members are engaged in the projects in various ways, including participation in hands-on activities.
  - d. At the end of the arts curriculum, participants lead and produce community-based events and actions where they share their creativity, vision, and new abilities.
  - e. In exchange for their creative work, participants receive stipends that incentivize participation while helping to pay court fines and other expenses.
  - f. The arts practices utilized will be determined by the interests of the participants and the expertise of the Mentor Artists and Youth Facilitators.
- vii. Provide weekly updates on HEAL Circles to the Subcontractor's Advocacy Director and Executive Director who will approve updates and report to the County.



3. The Subcontractor shall provide the following Areas of Service to participants:
  - i. Connection,
  - ii. Community,
  - iii. Restorative Justice and Healing, and
  - iv. Basic Needs, which shall include food, transportation, personals, and rental support as funds permit.
4. The Contractor and Subcontractor shall abide by the following legal, administrative, and documentation requirements:
  - i. As the PAO will be diverting referrals to RCP pursuant to RCW 13.40.070(3), (11), the Contractor and Subcontractor shall comply with RCW 13.50.050 limiting the sharing of participant records relating to the commission of juvenile offenses.
  - ii. Any agreement the Contractor or Subcontractor enters into with a subcontractor shall be in compliance with Sections 15 and 16 (Assignment and Subcontracting) of this Contract's Standard Terms and Conditions. The language in Section 16.C. shall be included verbatim in such agreement.
  - iii. The Contractor and Subcontractor shall implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information.
  - iv. The Contractor and Subcontractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model and/or the YSC's leadership.

**V. PERFORMANCE MEASUREMENT AND EVALUATION**

**A. Performance Measurement and Evaluation Planning Process**

The Contractor shall identify a staff person to lead the performance measurement, evaluation, and continuous quality improvement activities for this Exhibit. A PME Plan shall be co-developed and is intended to provide the Contractor and Subcontractor and King County with useful information for decision-making, planning, and program management. The Contractor, Subcontractor and King County staff shall work collaboratively to identify relevant measures of service delivery, quality, and program results and determine the mechanisms by which required information shall be collected, managed, and reported. King County is responsible for providing a first draft of the PME Plan. The PME Plan shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

The Contractor and Subcontractor shall meet the performance measures goals as outlined in the PME Plan unless otherwise agreed upon between the Contractor, Subcontractor, and the County in writing.

**B. Performance Measures**

Performance measures shall be measured using participant- or aggregate-level data pursuant to this Exhibit. Specific data elements and reporting mechanisms shall be defined in the PME Plan. If deemed necessary, additional evaluation activities, such as focus groups, surveys, or more rigorous evaluation projects, may also be included in the PME Plan.

At least one of each type of performance measure (below) shall be included in the final PME Plan. Where there are multiple contractors working on a related program or strategy, the PME Plan may also include at least one strategy-level performance measure.

1. Quantity of service provided: How much did we do?

*For example, # of participants served or # of activities by activity type.*

2. Quality of service provided: How well did we do it?

*For example, percent of services begun within 30 days of enrollment, percent of participants satisfied with services, or measure of fidelity to an evidence-based model.*

3. Quantity of participants that are better off: Is anyone better off?

*For example, percent of participants with improved health and well-being or with increased skills, knowledge, or changed behaviors. For policy, systems, or environment projects, this shall usually be a narrative description of the change that a Contractor has seen as a result of their work.*

Once developed and accepted by each party, the Contractor and Subcontractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor and Subcontractor's inability to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this Exhibit.

**C. Modification of the PME Plan**

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the "Requesting Party") shall submit the suggested changes in writing to the other party (the "Receiving Party").

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PME Plan has been developed and each party has provided the other with written acceptance of such plan.

## **VI. REPORTING REQUIREMENTS:**

The County shall provide and coordinate capacity-building supports to the Contractor and Subcontractor to meet the goals of RCP. The Contractor and Subcontractor shall work with DCHS staff to incorporate appropriate capacity-building into the program and to identify assistance as needed as the program progresses.

The County may provide capacity-building supports in areas including, but not limited to health equity, building partnerships, communications, evaluation, fiscal processes, policy development, and adapting or identifying evidence-based and promising practices. DCHS staff may provide assistance directly to the Contractor and Subcontractor, coordinate assistance from contracted providers, and/or identify additional capacity-building providers.

The Subcontractor shall submit the following reports to King County by the dates specified below:

- A. The Subcontractor shall submit aggregate-level and/or participant-level data about services and participant outcomes to King County on a quarterly basis. Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format for this report shall be provided by King County and be outlined in the PME Plan.
- B. The Subcontractor shall submit Narrative Progress Reports to RCP Consortium Coordinator and/or King County on a semi-annual or quarterly basis. Narrative Progress Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format of the Narrative Progress Reports shall be co-created with RCP Consortium and King County and shall include questions to track progress and measure performance.

## **VII. CONFIDENTIALITY**

DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any Confidential Information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of Confidential Information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose Confidential Information, DCHS will provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

“Confidential Information” shall mean all information which DCHS may learn in administering the RCP program. Confidential Information shall include but not be limited to: personally identifiable information of RCP participants, their family members, and any non-participants named in the RCP process, and immigration or documentation status of

RCP participants or any non-participants named in the RCP process. For purposes of this Section, administration of the RCP program shall include but not be limited to:

- A. Referral process;
- B. Conference, pre-conference, and/or post-conference meetings; and
- C. Plan development or Plan completion phases.

#### **VIII. COMPENSATION AND METHOD OF PAYMENT**

The Subcontractor shall submit a Billing Invoice Package quarterly that consists of an invoice statement and other reporting requirements as stated in Section VI. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within ten days after the end of each quarter.

##### **A. Billing Invoice Package**

1. The Contractor and Subcontractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).

The Contractor and Subcontractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit. The Contractor and Subcontractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor and Subcontractor staff time allocated to this Exhibit.

2. If the Contractor or Subcontractor does not submit any of the reporting requirements as stated in Section VI. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor or Subcontractor submits all required paperwork based on King County's discretion.
3. The final invoice of 2022 must be received no later than January 15, 2023.
4. Invoices shall be submitted via email to: Yin Yu, Program Manager, King County at [yiyu@kingcounty.gov](mailto:yiyu@kingcounty.gov).
5. The Contractor or Subcontractor shall submit a general ledger/expenditure detail report listing monthly costs claimed on each invoice.
6. The Contractor or Subcontractor shall maintain accurate records for payment of stipend invoicing and submit these documents to the County along with the billing invoice for reimbursement. The Contractor or the Subcontractor shall use cash for participant stipends and not use cash value cards (gift cards).

B. Method of Payment

1. The Contractor shall be paid on a quarterly even disbursement according to the attached budget (Attachment A).
2. The County shall allow a ten percent discretion within line items among budget items.
3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.

APPROVED BY:

Initials:

DS  
NO

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Nikkita Oliver, Subcontractor Executive Director

**ATTACHMENT A**

**EXHIBIT III  
RVC – CREATIVE JUSTICE  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**

**BUDGET**

| <b>Item</b>                         | <b>Budgeted Amount</b> |
|-------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>     | \$ 150,000             |
| <b>Consultants/Subcontractors</b>   | \$ 0                   |
| <b>Participant Costs</b>            | \$ 98,880              |
| <b>Operating Costs</b>              | \$ 1,120               |
| <b>Administrative Costs</b>         | \$ 30,000              |
| <b><u>Total Budgeted Amount</u></b> | \$ 280,000             |



Department of Community and Human Services  
Children, Youth and Young Adults Division  
(206) 263-9100 TTY Relay: 711

## CONTRACT AMENDMENT

|                    |                                                                 |                        |                   |
|--------------------|-----------------------------------------------------------------|------------------------|-------------------|
| DCHS /             | <u>EER Youth</u>                                                | Contract No.           | <u>6206904</u>    |
| Project/Exhibit(s) | <u>II : Collective Justice</u><br><u>III : Creative Justice</u> | Original Contract Date | <u>01/01/2021</u> |
| Contractor         | <u>RVC Seattle</u>                                              | Amendment No.          | <u>3</u>          |
| Address            | <u>1225 S. Weller St Suite 400</u><br><u>Seattle, WA 98144</u>  | Amendment Start Date   | <u>10/01/2021</u> |

|                                           |                                   |
|-------------------------------------------|-----------------------------------|
| Amendment Requested By:                   | Amendment Effects:                |
| Children, Youth and Young Adults Division | <u>  X  </u> Scope of Service     |
| Yin Yu / ( ) -999                         | <u>      </u> Time of Performance |
|                                           | <u>  X  </u> Compensation         |
|                                           | <u>      </u> Method of Payment   |

### PURPOSE

The purpose of this Amendment is to: 1) add Technical Assistance and Capacity Building (TACB) funds of \$10,000 to Exhibit II for a new Exhibit II total of \$336,500; 2) allow for an advancement of funding of \$21,766.67 for Exhibit II; 3) add TACB funds of \$10,000 to Exhibit III; 4) update the confidentiality language for Exhibit III; and 5) add to Exhibit III \$112,000 for a scope of work to provide needed services as part of the RCP program, which Creative Justice is willing to provide for a new Exhibit III total of \$402,000.

### A. STANDARD CONTRACT CHANGES

Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$280,002      | 01/01/2021 - 12/31/2021 |
| COUNTY          | \$738,500      | 10/01/2021 - 12/31/2022 |
| COUNTY          | \$143,221      | 01/01/2022 - 06/30/2022 |
| TOTAL           | \$1,161,723    | 01/01/2021 - 12/31/2022 |

### B. EXHIBIT CHANGES

#### 1. Exhibit II, Section I. STATEMENT OF WORK, the second paragraph is removed and replaced as follows:

The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$336,500 for the Exhibit Period October 1, 2021 through December 31, 2022.

**2. Exhibit II, Section IV: PROGRAM DESCRIPTION, Subsection C. Program Activities and Requirements, the following Subsection is added:**

6. Capacity building services are available to all current RCP Consortium contractors, at no cost. Contractors can access support by connecting with DCHS Technical Assistance/Capacity Building (TACB) Managers. The TACB Managers shall match the Contractor with a team of Capacity Building consultants. Capacity Building consultants tailor their support to each contractor individually. DCHS shall contract with community TACB consultants in spring 2022 who can support RCP contractors with ongoing Capacity Building needs as described in this Exhibit. Contractors may, at their discretion, and as approved in writing by King County in advance, pay to work with TACB consultants to build internal capacity on projects including but not limited to:

- i. Organizational Development: Provide leadership development, coaching, strategic planning, fundraising expertise; help improve work processes and create effective partnership agreements; guidance regarding program monitoring and quality improvement processes.
- ii. Data and Evaluation: Understand and develop performance measures; learn how to analyze data; learn how to collect data through surveys, focus groups, and more; improve organizational data infrastructure; adapt data strategies to improve cultural relevance.
- iii. Board Development: Support development of a strong board; support understanding of the board's role; help develop a Board Manual; support transition from a "working" board to a fundraising/fiduciary board.
- iv. Finance: Support in creation of a finance tracking system that is the right size for the Contractor; develop appropriate fiscal compliance, controls, and reporting procedures; create fiscal policy manuals; help to understand audits and 990s.
- v. Marketing/Communication/Branding: Provide guidance in creation of a tag line, logo, or other marketing materials; provide training, social media, internal communications, "story telling" with stakeholders, communication planning and/or management.
- vi. Social Justice and Racial Equity: Incorporate racial equity analysis into organizational decision-making and practices; strengthen intergenerational work; deepen authentic partnerships w/communities of color; increase youth/community voice within the Contractor's organization.
- vii. Information Technology (IT): Assess organizational IT needs and provide guidance to make appropriate IT purchase choices; provide IT support.
- viii. Legal: Review consent forms; ensure policies are in line with law; assess legal vulnerability; support the Contractor through the 501(c)(3) process.
- ix. Human Resources (HR): Support in aligning hiring processes with best practices and laws; examine current HR systems and suggest improvements; recruit and support volunteers and interns; develop effective job descriptions and performance evaluations; create HR manuals.



- x. TACB has historically been coordinated by King County staff to provide Contractors with TACB from a limited list of consultants offering the following areas of support: pairing consultants with Community Based Organizations, ensuring a scope of work is developed, requesting, and reviewing progress reports, and payment delivery. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding \$10,000 TACB funds to this Contract for the Contractor to select any TACB consultant that best meet the Contractor's needs.
- xi. The TACB budget may be spent on consultant services, which shall be indicated in the "Subcontract/Consultant" line item of the amended budget (Attachment A). Contractors shall pay consultants at a rate of \$175 per hour when utilizing funds from this Exhibit. Contractors may compensate consultants at a rate higher than \$175 per hour but shall not use County funds to pay the difference.

**3. Exhibit II, Section VIII. COMPENSATION AND METHOD OF PAYMENT, Subsection A. Billing Invoice Package, the following Subsection is added:**

6. In order to receive reimbursement for consultant services the contractor shall 1) put in a request to King County and receive written approval before beginning work with the consultant; and 2) attach the consultant's invoice to Contractor's invoice package.

**4. Exhibit II, Section VIII. COMPENSATION AND METHOD OF PAYMENT, Subsection B. Method of Payment, the following Subsections are added:**

4. If Contractor has received funds that are not spent by the termination of the Contract, Contractor shall return all unspent funds to the County within ten (10) calendar days.

5. Upon execution of this Contract and receipt of an approved and an accurate invoice, the County shall provide the Contractor \$21,766.67 in advance of the invoicing requirement. The \$21,766.67 shall be deducted from the total program reimbursement amount \$336,500. The Contractor shall use these funds as a one-month reserve in order to manage regular monthly costs for this program only. Payments to the Contract for the final invoice shall only be made once an invoice plus the supporting documentation is submitted to the County for the initial \$21,766.67.

**5. A is removed and replaced as follows the signature block of this Amendment.**

**6. Exhibit III, Section I. STATEMENT OF WORK, the second paragraph is removed and replaced as follows:**

The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$402,000 for the Exhibit Period October 1, 2021 through December 31, 2022.

**7. Exhibit III, Section IV. PROGRAM DESCRIPTION, Subsection C.2.i. is removed and replaced as follows:**

i. Provide staff to support the RCP program, RCP Consortium, and program participants as follows:

- a. Provide each participant with access to Advocacy Staff who assist in finding and accessing services, navigating systems, Basic Needs support, mentorship, and case management.
- b. Partner with the YSC to hire and onboard one full-time equivalent Community Consortium Coordinator who will serve as the RCP liaison between YSC, RCP Consortium, and King County and support implementation of the RCP program. The Community Consortium Coordinator shall:
  - i. Provide oversight, approval of funding allocations, and financial reporting for:
    - 1. Compensation Fund, which provides financial compensation to community members who have experienced harm for losses related to the youth participants, and
    - 2. Youth and Family Fund, which provides for basic needs, including but not limited to food, education, etc.
  - ii. Regularly convene the YSC and RCP Consortium, and provide guidance and support, including but not limited to facilitating meetings, coordinating referrals, oversight of Community Navigators, and other support as requested by the YSC, RCP Consortium, or King County. Requests for additional support shall be reasonable and within the scope of RCP.
  - iii. Support the evaluation activities of RCP, which includes, but is not limited to partnering with RCP Consortium and King County to help determine evaluation criteria, collect data for evaluation, and support submission of final reports. Requests for additional support on evaluation activities shall be reasonable and within the scope of RCP.

**8. Exhibit III, Section IV. PROGRAM DESCRIPTION, Subsection C, the following Subsections 5 and 6 are added:**

5. Capacity building services are available to all current RCP Consortium contractors, at no cost. Contractors can access support by connecting with DCHS Technical

Assistance/Capacity Building (TACB) Managers. The TACB Managers shall match the Contractor with a team of Capacity Building consultants. Capacity Building consultants tailor their support to each contractor individually. DCHS shall contract with community TACB consultants in spring 2022 who can support RCP contractors with ongoing Capacity Building needs as described in this Exhibit. Contractors may, at their discretion, and as approved in writing by King County in advance, pay to work with TACB consultants to build internal capacity on projects including but not limited to:

- i. Organizational Development: Provide leadership development, coaching, strategic planning, fundraising expertise; help improve work processes and create effective partnership agreements; guidance regarding program monitoring and quality improvement processes.
- ii. Data and Evaluation: Understand and develop performance measures; learn how to analyze data; learn how to collect data through surveys, focus groups, and more; improve organizational data infrastructure; adapt data strategies to improve cultural relevance.
- iii. Board Development: Support development of a strong board; support understanding of the board's role; help develop a Board Manual; support transition from a "working" board to a fundraising/fiduciary board.
- iv. Finance: Support in creation of a finance tracking system that is the right size for the Contractor; develop appropriate fiscal compliance, controls, and reporting procedures; create fiscal policy manuals; help to understand audits and 990s.
- v. Marketing/Communication/Branding: Provide guidance in creation of a tag line, logo, or other marketing materials; provide training, social media, internal communications, "story telling" with stakeholders, communication planning and/or management.
- vi. Social Justice and Racial Equity: Incorporate racial equity analysis into organizational decision-making and practices; strengthen intergenerational work; deepen authentic partnerships w/communities of color; increase youth/community voice within the Contractor's organization.
- vii. Information Technology (IT): Assess organizational IT needs and provide guidance to make appropriate IT purchase choices; provide IT support.
- viii. Legal: Review consent forms; ensure policies are in line with law; assess legal vulnerability; support the Contractor through the 501(c)(3) process.
- ix. Human Resources (HR): Support in aligning hiring processes with best practices and laws; examine current HR systems and suggest improvements; recruit and support volunteers and interns; develop effective job descriptions and performance evaluations; create HR manuals.

- x. TACB has historically been coordinated by King County staff to provide Contractors with TACB from a limited list of consultants offering the following areas of support: pairing consultants with Community Based Organizations, ensuring a scope of work is developed, requesting, and reviewing progress reports, and payment delivery. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding \$10,000 TACB funds to this Contract for the Contractor to select any TACB consultant that best meet the Contractor's needs.
- xi. The TACB budget may be spent on consultant services, which shall be indicated in the "Subcontract/Consultant" line item of the amended budget (Attachment A). Contractors shall pay consultants at a rate of \$175 per hour when utilizing funds from this Exhibit. Contractors may compensate consultants at a rate higher than \$175 per hour, but shall not use County funds to pay the difference.

## 6. CONFIDENTIALITY

DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any Confidential Information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of Confidential Information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose Confidential Information, DCHS shall provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

"Confidential Information" shall mean all information which DCHS may learn in administering the RCP program. Confidential Information shall include but not be limited to: personally identifiable information of RCP participants, their family members, and any non-participants named in the RCP process, and immigration or documentation status of RCP participants or any non-participants named in the RCP process. For purposes of this Section, administration of the RCP program shall include but not be limited to:

- i. Referral process;
- ii. Conference, pre-conference, and/or post-conference meetings; and
- iii. Plan development or Plan completion phases.

## 9. Exhibit III, Section VIII. COMPENSATION AND METHOD OF PAYMENT, Subsection A. Billing Invoice Package, the following Subsection is added:

7. In order to receive reimbursement for consultant services, Contractor shall 1) put in a request to King County and receive written approval before beginning work with the consultant; and 2) attach the consultant's invoice to Contractor's invoice package.

## 10. Exhibit III, Section VIII. COMPENSATION AND METHOD OF PAYMENT, Subsection B. Method of Payment, the following Subsection is added:

4. If Contractor has received funds that are not spent by the termination of the Contract, Contractor shall return all unspent funds to the County within ten (10) calendar days.

**11. Exhibit III, Attachment A is removed and replaced as follows the signature block of this Amendment.**

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

*Denise Rothleutner*

013F6022C35E4AF  
King County Executive

FOR

2/15/2022

Date

RVC SEATTLE

DocuSigned by:

*Kristine Maramot*

DB38DE0E186E4BA...  
Signature

Kristine Maramot

NAME (Please type or print)

2/15/2022

Date

**EXHIBIT II**  
**RVC – COLLECTIVE JUSTICE**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**

**BUDGET**

| <b>Item</b>                                               | <b>Budgeted Amount</b> |
|-----------------------------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>                           | \$ 252,000             |
| <b>Consultants / Subcontractors</b>                       | \$ 25,000              |
| <b>Participant Costs</b>                                  | \$ 13,000              |
| <b>Operating Costs</b>                                    | \$ 16,500              |
| <b>Administrative Costs</b>                               | \$ 30,000              |
| <b><u>Total Budgeted Amount</u></b> - \$21,766.67/monthly | \$ 336,500             |

DS  
 2/9/2022

**EXHIBIT III**  
**RVC – CREATIVE JUSTICE**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**  
**BUDGET**

| <b>Item</b>                                            | <b>Budgeted Amount</b> |
|--------------------------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>                        | \$ 262,000             |
| <b>Consultants/subcontractors</b>                      | \$ 10,000              |
| <b>Participant Costs</b>                               | \$ 98,880              |
| <b>Operating Costs</b>                                 | \$ 1,120               |
| <b>Administrative Costs</b>                            | \$ 30,000              |
| <b><u>Total Budgeted Amount</u> - \$80,400/quarter</b> | \$ 402,000             |

DS  
NB

2/15/2022



Department of Community and Human Services  
 Children, Youth and Young Adults Division  
 (206) 263-9100 TTY Relay: 711

### CONTRACT AMENDMENT

|                    |                                                                 |                        |                   |
|--------------------|-----------------------------------------------------------------|------------------------|-------------------|
| DCHS /             | <u>EER Youth</u>                                                | Contract No.           | <u>6206904</u>    |
| Project/Exhibit(s) | <u>II : Collective Justice</u><br><u>III : Creative Justice</u> | Original Contract Date | <u>01/01/2021</u> |
| Contractor         | <u>RVC Seattle</u>                                              | Amendment No.          | <u>4</u>          |
| Address            | <u>1225 S. Weller St Suite 400</u><br><u>Seattle, WA 98144</u>  | Amendment Start Date   | <u>03/01/2022</u> |

|                                           |                                                                                                                                                                                             |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Amendment Requested By:                   | Amendment Effects:                                                                                                                                                                          |
| Children, Youth and Young Adults Division | <input type="checkbox"/> Scope of Service<br><input type="checkbox"/> Time of Performance<br><input checked="" type="checkbox"/> Compensation<br><input type="checkbox"/> Method of Payment |
| Yin Yu / ( ) -999                         |                                                                                                                                                                                             |

### PURPOSE

This Amendment add \$10,000 in additional funding to Exhibit II (Collective Justice), and \$10,000 in additional funding to Exhibit III (Creative Justice) for Technical Assistance and Capacity Building. All other terms and conditions remain in effect.

### A. STANDARD CONTRACT CHANGES

Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$280,002      | 01/01/2021 - 12/31/2021 |
| COUNTY          | \$758,500      | 10/01/2021 - 12/31/2022 |
| COUNTY          | \$143,221      | 01/01/2022 - 06/30/2022 |
| TOTAL           | \$1,181,723    | 01/01/2021 - 12/31/2022 |

### B. EXHIBIT CHANGES

- Exhibit II, Section I. STATEMENT OF WORK, the second paragraph is removed and replaced as follows: "The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$346,500 for the Exhibit Period October 1, 2021 through December 31, 2022."
- Exhibit II, Section IV. Subsection C.6.x. – Total amount of TACB funding is increased from \$10,000 to \$20,000.



3. Exhibit III, Section I. STATEMENT OF WORK, the second paragraph is removed and replaced as follows: "The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$412,000 for the Exhibit Period October 1, 2021 through December 31, 2022."
4. Exhibit III, Section IV. Subsection C.5.x. – Total amount of TACB funding is increased from \$10,000 to \$20,000.

C. ATTACHMENT CHANGES

1. Exhibit II, Attachment A is replaced as follows after the signature block
2. Exhibit III, Attachment A is replaced as follows after the signature block

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

*Denise Rothleutner*

FOR

King County Executive

3/10/2022

Date

RVC SEATTLE

DocuSigned by:

*JoJo Gaon*

Signature

JoJo Gaon

NAME (Please type or print)

3/9/2022

Date

**ATTACHMENT A**

**EXHIBIT II  
RVC – COLLECTIVE JUSTICE  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**

**BUDGET**

| <b>Item</b>                         | <b>Budgeted Amount</b> |
|-------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>     | \$ 252,000             |
| <b>Consultants/Subcontractors</b>   | \$ 35,000              |
| <b>Participant Costs</b>            | \$ 13,000              |
| <b>Operating Costs</b>              | \$ 16,500              |
| <b>Administrative Costs</b>         | \$ 30,000              |
| <b><u>Total Budgeted Amount</u></b> | <b>\$ 346,500</b>      |

**ATTACHMENT A**

**EXHIBIT III  
RVC – CREATIVE JUSTICE  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: OCTOBER 1, 2021 – DECEMBER 31, 2022**

**BUDGET**

| <b>Item</b>                         | <b>Budgeted Amount</b> |
|-------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>     | <b>\$ 262,000</b>      |
| <b>Consultants/Subcontractors</b>   | <b>\$ 20,000</b>       |
| <b>Participant Costs</b>            | <b>\$ 98,880</b>       |
| <b>Operating Costs</b>              | <b>\$ 1,120</b>        |
| <b>Administrative Costs</b>         | <b>\$ 30,000</b>       |
| <b><u>Total Budgeted Amount</u></b> | <b>\$ 412,000</b>      |



Department of Community and Human Services  
Children, Youth and Young Adults Division  
(206) 263-9100 TTY Relay: 711

### CONTRACT AMENDMENT

|                                                                        |                        |                   |
|------------------------------------------------------------------------|------------------------|-------------------|
| DCHS / <u>EER Youth</u>                                                | Contract No.           | <u>6206904</u>    |
| Project/Exhibit(s) <u>II : Collective Justice</u>                      | Original Contract Date | <u>01/01/2021</u> |
| Contractor <u>RVC Seattle</u>                                          | Amendment No.          | <u>5</u>          |
| Address <u>1225 S. Weller St Suite 400</u><br><u>Seattle, WA 98144</u> | Amendment Start Date   | <u>08/01/2022</u> |

|                                           |                                       |
|-------------------------------------------|---------------------------------------|
| Amendment Requested By:                   | Amendment Effects:                    |
| Children, Youth and Young Adults Division | <u>          </u> Scope of Service    |
| Yin Yu / (206) 477-5016                   | <u>          </u> Time of Performance |
|                                           | <u>      X      </u> Compensation     |
|                                           | <u>          </u> Method of Payment   |

### PURPOSE

This Amendment adds \$13,733 in additional funding to Exhibit II (Collective Justice) to Administrative Cost for updated Exhibit Budget total of \$360,233. All other terms and conditions remain in effect.

#### A. STANDARD CONTRACT CHANGES

Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$280,002      | 01/01/2021 - 12/31/2021 |
| COUNTY          | \$772,233      | 10/01/2021 - 12/31/2022 |
| COUNTY          | \$143,221      | 01/01/2022 - 06/30/2022 |
| TOTAL           | \$1,195,456    | 01/01/2021 - 12/31/2022 |

#### B. EXHIBIT CHANGES

- Total fund amount referenced in Exhibit II, Section I. STATEMENT OF WORK , the amount is amended as follows – \$360,233.**
- Attachment A to Exhibit II – BUDGET is replaced as follows after the signature block**

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

*Christian Diaz*

King County Executive

9/6/2022

Date

FOR

RVC SEATTLE

DocuSigned by:

*JoJo Gaon*

Signature

JoJo Gaon

NAME (Please type or print)

9/6/2022

Date

**ATTACHMENT A****EXHIBIT II  
RVC – COLLECTIVE JUSTICE  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: 10/01/2021 – 12/31/2022****BUDGET**

| <b>Item</b>                         | <b>Budgeted Amount</b> |
|-------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>     | \$ 252,000             |
| <b>Consultants / Subcontractors</b> | \$ 35,000              |
| <b>Participant Costs</b>            | \$ 13,000              |
| <b>Operating Costs</b>              | \$ 16,500              |
| <b>Administrative Costs</b>         | \$ 43,732.80           |
| <b><u>Total Budgeted Amount</u></b> | \$ 360,232.80          |





Department of Community and Human Services  
Children, Youth and Young Adults Division  
(206) 263-9100 TTY Relay: 711

### CONTRACT AMENDMENT

|                    |                                                                |                        |                   |
|--------------------|----------------------------------------------------------------|------------------------|-------------------|
| DCHS /             | <u>EER Youth</u>                                               | Contract No.           | <u>6206904</u>    |
| Project/Exhibit(s) | <u>II: Collective Justice</u><br><u>III : Creative Justice</u> | Original Contract Date | <u>01/01/2021</u> |
| Contractor         | <u>RVC Seattle</u>                                             | Amendment No.          | <u>9</u>          |
| Address            | <u>1225 S. Weller St Suite 400</u><br><u>Seattle, WA 98144</u> | Amendment Start Date   | <u>01/01/2023</u> |

|                                           |                              |
|-------------------------------------------|------------------------------|
| Amendment Requested By:                   | Amendment Effects:           |
| Children, Youth and Young Adults Division | <u>X</u> Scope of Service    |
| Yin Yu / (206) 477-5016                   | <u>X</u> Time of Performance |
|                                           | <u>X</u> Compensation        |
|                                           | <u>X</u> Method of Payment   |

### PURPOSE

The purpose of this Amendment is to: a) extend Exhibit II for Collective Justice and Exhibit III for Creative Justice to December 31, 2024; b) add \$479,992 to Exhibit II; c) add \$455,568 to Exhibit III; and d) update Exhibit II and III GACB and Compensation and Method of Payment language.

### A. STANDARD CONTRACT CHANGES

Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$280,002      | 01/01/2021 - 12/31/2021 |
| COUNTY          | \$772,233      | 10/01/2021 - 12/31/2022 |
| COUNTY          | \$143,221      | 01/01/2022 - 06/30/2022 |
| COUNTY          | \$850,000      | 10/01/2022 - 12/31/2024 |
| COUNTY          | \$935,560      | 01/01/2023 - 12/31/2024 |
| TOTAL           | \$2,981,016    | 01/01/2021 - 12/31/2024 |

### B. EXHIBIT CHANGES FOR EXHIBIT II – COLLECTIVE JUSTICE

#### 1. Exhibit II, Section I. STATEMENT OF WORK, is replaced with the following:

The RVC, ("Contractor") shall subcontract with Collective Justice, "Subcontractor" to perform the services described in this Exhibit, and to otherwise comply with the obligations and duties as set forth in this Exhibit. King County Department of Community and Human Services (DCHS) shall be identified as a third-party beneficiary of the Contractor's subcontract with Subcontractor.



The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not to exceed **\$840,232.00** for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- **\$479,992** for expenses incurred between January 1, 2023 and December 31, 2024; and
- **\$360,233** for expenses incurred between October 1, 2021 and December 31, 2022.

2. Exhibit II, Section IV. PROGRAM DESCRIPTION, Sub-Section A. Milestones. is removed and left intentionally blank.
3. Exhibit II, Section IV. PROGRAM DESCRIPTION, Sub-Section C. Program Activities and Requirements, 2. is replaced with the following:
  2. The Subcontractor shall maintain one full-time DAPs Program Coordinator and three part-time DAPs Facilitator to serve youth, their families, and Community Members Who Have Experienced Harmed.
4. Exhibit II, Section IV. PROGRAM DESCRIPTION, Sub-Section C. Program Activities and Requirements, 6., as amended in Amendment 3, is replaced with the following:
  6. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding Grant Application/Capacity Building (GACB) funds to this Contract for the Contractor to select any GACB consultant that best meet the Contractor's needs in alignment with the terms of this Exhibit.
    - i. The GACB budget may be spent on consultant services, Contractors shall pay consultants at a rate of **\$175** per hour when utilizing funds from this Exhibit. Contractors may compensate consultants at a rate higher than **\$175** per hour, but shall not use County funds to pay the difference.
    - ii. The Contractor shall obtain prior written approval before beginning work with a GACB consultant, and shall process all requests, approvals, and invoicing solely through the GACB team: Reginald Cole, RCole@kingcounty.gov, and Amy Pak, apak@kingcounty.gov.
5. Exhibit II, Section IV. PROGRAM DESCRIPTION, Sub-Section C. Program Activities and Requirements, 7. is added as follows:
  7. If the Contractor issues cash value cards the Contractor shall:
    - i. Distribute the cards to participants within the Exhibit Period. Any undistributed cash value cards shall not be reimbursed and shall be deducted from the final invoice.

- ii. Ensure cards are kept in a secured location, with limited access. When an employee removes cards from the secured location, Contractor shall document the following on a tracking log:
  - a. Identity and count of each card taken.
  - b. Identity and count of each card returned.
  - c. Dated signature of each person taking or returning the card(s).
- iii. Track card(s) by purchase and by distribution to each person. The tracking log of the purchase and distribution shall include:
  - a. Unique number and value of cash value cards purchased;
  - b. Date cards purchased;
  - c. Date cards distributed;
  - d. Cash value of each card purchased;
  - e. Name and signature of individual(s) distributing cards;
  - f. Name and signature of each card recipient; and
  - g. Brief description of the reason for distribution (e.g., date, time, and title of meeting).
- iv. The Contractor shall educate stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors. Recipients of stipends shall not be considered employees of the County for any purpose.
- v. If the cash value card is being distributed to compensate an individual for their time, the Contractor shall record the recipient's name in enough detail such that if an IRS form 1099-Misc is required, the Contractor shall have enough information to send to the IRS and the recipient.

6. Exhibit II, Section VI. REPORTING REQUIREMENTS, C. is added as follows:

- C. If the Contractor issues cash value cards, the Contractor shall create and maintain a cumulative cash value cards tracking log, along with supporting documentation of cash value card distribution. Copies of receipts of all purchases of cash value cards, or other goods with monetary value, shall be retained and readily available for King County's request to review.

4. Exhibit II, Section VIII. COMPENSATION AND METHOD OF PAYMENT, is replaced with the following:

A. Payment to the Contractor

- 1. Payment for activities described in this Exhibit shall be based on meeting the program requirements outlined in this Exhibit.
- 2. The Contractor providing financial reports regarding budget to actuals and detail expenditures related to program activities as described in Subsection VIII.B. below.

## B. Financial Reporting

The Contractor shall provide monthly actual expenditures for this program in the form of a general ledger report or financial transaction report from the Contractor's financial system as well as a budget to actuals report related to activities outlined in this Agreement. The budget to actuals template will be provided by the County and shall be submitted monthly beginning Q2 2023 and each month thereafter. If the County's compensation to the Contractor is more than actual expenditures to date, the County may: 1) adjust the amount of compensation more than actual expenditures against one or more future payment (such as reducing, pausing, or skipping payment) or 2) require that the Contractor submit a plan stating how excess payments will be applied to program purposes (plan must be approved in writing by the County). The County, in its sole discretion, will determine whether Contractor's actual reported expenditures are allowable. The County's decisions regarding how excess payments by the County will be treated under this Section are final. The County reserves the right to recapture unspent funds.

## C. Billing Invoice Package

1. The Contractor shall maintain fiscal records, which clearly identify expenditures made by the Contractor to perform the services and activities described in this Exhibit, and then summarize these expenditures per line item as identified in the attached budget (Attachment A). The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit.
2. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.
3. The Contractor shall submit a Billing Invoice Package (BIP) that consists of: 1) an invoice in a format provided by the County reflecting a set monthly payment amount of \$19,791 for the timeframe of January 2023 – November 2023, November 2024 and \$19,795 for December 2023 and 2024; and 2) other documentation described in this Section VIII. The BIP is due by the 15th of the following month.
4. If the Contractor fails to submit any of the reporting requirements, the current invoice and future invoices shall not be paid until the Contractor submits all required reports, records, deliverables, and other documentation described in this Exhibit.
5. The final invoice shall be received no later than January 15, 2025.
6. Invoices shall be submitted to: Yin Yu, Program Manager, King County via ZoomGrants.
7. Ongoing funding for the full term of this Exhibit shall be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in the Contract and this Exhibit.

5. Exhibit II, Attachment A – BUDGET is replaced with a new Attachment A – BUDGET, attached below the signature line.

APPROVED BY:

Initials:  
MM

Matthew Murphy, Subcontractor Dialogue Accountability Process Director

C. EXHIBIT CHANGES FOR EXHIBIT III – CREATIVE JUSTICE

1. Exhibit III, Section I. STATEMENT OF WORK, is replaced with the following:

RVC (Contractor) shall act as a fiscal sponsor and subcontract with Creative Justice (Subcontractor) to perform the services described in this Exhibit unless otherwise identified as the responsibility of the Contractor, and to otherwise comply with the obligations and duties as set forth in this Exhibit. King County Department of Community and Human Services (DCHS) shall be identified as a third-party beneficiary of the Contractor's subcontract with Subcontractor.

The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not to exceed **\$867,568** for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- **\$455,568** for expenses incurred between January 1, 2023 and December 31, 2024; and
- **\$412,000** for expenses incurred between October 1, 2021 and December 31, 2022.

2. Exhibit III, Section III. DEFINITIONS, Sub-Sections D-L are updated as follows:

**D. Base Program:** Participants self-select into an art practice and attend two, two-hour classes per week with an expert teaching artist. Participants shall be compensated with stipends for participating in Base Program, provided art supplies, and receive various Basic Needs supports such as grocery cards, personal items, and transportation support as needed to complete this Base Program. After completing one, 10-12 week session, a participant can opt to participate in another session, and be nominated to apply to join the Youth Leadership Board and/or Peer Mentor Artist training program.

**E. Healing Circles:** Through circle practice (working together in a group) and art-based healing work, participants engage the importance of healing and accountability in community. Healing Circles require 9 months of twice-weekly engagement.

**F. MakerSpace:** Facilitates opportunities for participants to grow their leadership and entrepreneurial skills through understanding and building creative economies via youth-led organizing, workforce development, connectivity, access, and community partnerships with local businesses and organizations. Participants attend one to two two-hour classes per week for 10-12 week sessions. Participants shall be compensated with stipends for participating in MakerSpace, provided supplies, and receive various Basic Needs supports such as grocery cards, personal items, and transportation support as needed.

**G. Mentor Artist(s):** A professional teaching artist that leads 10 to 12 week-long intensive project sessions per year in a variety of arts disciplines and mediums. During the sessions, Mentor Artists work with participants to produce original artwork and learn new skills.

**H. Peer Mentor Artist(s):** Youth leader who is a part-time student worker participating in the Creative Justice Mentor Artist training program where they are supervised and trained by an adult Creative Justice Mentor Artist; they assist with curriculum development and planning and facilitation of the program as peer-to-peer supports.

**I. Program Assistant(s)/Youth Facilitator(s):** Participants who have been trained in small group facilitation as it relates to Restorative Justice, circle keeping, or the healing circle curriculum. Youth facilitators support in the planning and facilitation of the program as peer-to-peer supports.

**J. Program Director:** Full-time Creative Justice staff member who oversees and coordinates the program.

**K. Youth Consortium:** Youth-led advocacy group developed by Black, Indigenous, People of Color (BIPOC) youth for BIPOC youth most impacted by unjust systems and oppression where they learn how to implement change at city, county, and state levels. Youth Consortium members shall be compensated with stipends and meet 1-3 times per week depending on engagement for 2 hours and occasionally support with events and projects.

**L. Youth Leadership Board (YLB):** Consists of 5 to 10 participants who have completed at least one session in the Base Program. Members shall be compensated with stipends. They meet one time per week for two hours and occasionally do presentations and events with the Subcontractor. The YLB also participates in hiring panels and hiring decisions, provides key feedback on organizational policies and strategic plans, and leads the Subcontractor in decision making, program development, policy decision, and project selection.

3. Exhibit III, Section IV. PROGRAM DESCRIPTION, Sub-Section A. Milestones. is removed and left intentionally blank.
4. Exhibit III, Section IV. PROGRAM DESCRIPTION, Sub-Section C. Program Activities and Requirements, 1. and 2. are replaced with the following:
  1. The Subcontractor shall actively participate in the RCP Consortium and other activities as determined by the YSC and King County staff, including but not limited to learning circles and community summits.
  2. The Subcontractor shall:
    - i. Receive referrals and complete enrollment for participants in any programming depending on participant need, interest, and availability.
      - a. Programming shall include:
        1. Base Program is the entry-level art healing program. Participants shall meet twice weekly with professional artists of various disciplines to examine issues affecting themselves and their communities, build artistic skills, work on individual and collaborative

creative work, and execute a culminating Community Action Project. Community Action Projects display the work created by the participant artists to 1) speak truth to power; 2) prioritize and center youth voice and solutions; and 3) build a supportive, organized community to dismantle the school to prison to deportation pipeline and to build a truly just and restorative system.

2. YLB allows participants invested in the Subcontractor's work to shape the organization. YLB shall have organizational decision-making power, approves all the Subcontractor's staff hires, and is responsible for speaking engagements. YLB members also coordinate training for Subcontractor staff and the community advisory board on topics they feel are pertinent. YLB meets monthly.
  3. MakerSpace shall provide a weekly opportunity for participants to grow their leadership and entrepreneurial skills. Thriving as an artist, creative, and/or entrepreneur can be challenging, but with the partnership of Mentor Artists, participants can learn to grow their own culturally rooted and community connected small businesses.
  4. Healing Circles and relevant programming, which shall occur twice weekly, provide an arts-connected circle practice for participants to process trauma, emotional triggers, harm, and personal and community accountability with the guidance of highly trained circle facilitators and arts therapists.
  5. Peer Mentor Artist Training shall be an opportunity for participants who have an established interest in becoming arts and culture workers to hone their skills and build their resumes alongside Mentor Artists.
  6. Program Assistants shall learn the skills of arts organizing, administration and project management. As an arts organization, the Subcontractor shall prioritize arts administration and organizing as key to a healthy, functioning arts organization.
- ii. Maintain participant records as required by this Contract.
  - iii. Support participants with individualized support in finding and accessing services, navigating systems, basic needs support, daily program meals, emergency participant transportation, mentorship, case management and participation stipends.
  - iv. Continue to implement program and curriculum development philosophy for participants informed programming by ensuring:
    - a. Program Directors work with Mentor Artists to develop relevant arts curriculum to assist in understanding problems, building solutions, and healing the harm of punitive public safety systems.
    - b. Youth Facilitators, Program Assistants or Peer Mentor Artists, alongside a Mentor Artist and Program Director, support in curriculum development that shall complement Subcontractor's programming to leverage arts therapeutic

and engagement practices for healing, important conversations, and community advocacy.

- c. Arts curriculum may include the following:
    - 1. artistic skill building with an emphasis on social practice;
    - 2. discussion and learning rooted in principles of anti-racism and social justice;
    - 3. individual and collaborative creative work; and
    - 4. opportunities for participants to give and receive feedback.
  - d. Participants' family members shall be engaged in the projects in various ways, including participation in hands-on activities.
  - e. For relevant Subcontractor programs at the end of the arts curriculum, participants shall lead and produce community-based events and actions; i.e. music performances, art shows, interactive art installations, and classes where they share their creativity, vision, and new abilities.
  - f. In exchange for their creative work, participants shall receive stipends ranging between 20-30/hours depending on program and or description to incentivize participation while helping to pay court fines and other expenses.
  - g. The arts practices utilized shall be determined by the interests of the participants and the expertise of the Mentor Artists and Youth Facilitators.
  - v. Subcontractor staff shall provide regular updates on programs to the Grants and Contracts Manager and Executive Director(s) who will approve updates and reports to the County.
  - vi. The Subcontractor shall provide the following Areas of Service to participants: Connection, Community, Restorative Justice and Healing, and Basic Needs, which shall include food, transportation, personals, and rental support as funds permit.
5. Exhibit III, Section IV. PROGRAM DESCRIPTION, Sub-Section C. Program Activities and Requirements, 6., as amended in Amendment 3, is replaced and renumbered with the following:
- 5. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding Grant Application/Capacity Building (GACB) funds to this Contract for the Contractor to select any GACB consultant that best meet the Contractor's needs in alignment with the terms of this Exhibit.
    - i. The GACB budget may be spent on consultant services, Contractors shall pay consultants at a rate of **\$175** per hour when utilizing funds from this Exhibit. Contractors may compensate consultants at a rate higher than **\$175** per hour, but shall not use County funds to pay the difference.
    - ii. The Contractor shall obtain prior written approval before beginning work with a GACB consultant, and shall process all requests, approvals, and invoicing solely through the GACB team: Reginald Cole, RCole@kingcounty.gov, and Amy Pak, apak@kingcounty.gov.

7. Exhibit III, Section IV. PROGRAM DESCRIPTION, Sub-Section C. Program Activities and Requirements, 6. is added as follows:

6. If the Contractor issues cash value cards the Contractor shall:

- i. Distribute the cards to participants within the Exhibit Period. Any undistributed cash value cards shall not be reimbursed and shall be deducted from the final invoice.
- ii. Ensure cards are kept in a secured location, with limited access. When an employee removes cards from the secured location, Contractor shall document the following on a tracking log:
  - a. Identity and count of each card taken.
  - b. Identity and count of each card returned.
  - c. Dated signature of each person taking or returning the card(s).
- iii. Track card(s) by purchase and by distribution to each person. The tracking log of the purchase and distribution shall include:
  - a. Unique number and value of cash value cards purchased;
  - b. Date cards purchased;
  - c. Date cards distributed;
  - d. Cash value of each card purchased;
  - e. Name and signature of individual(s) distributing cards;
  - f. Name and signature of each card recipient; and
  - g. Brief description of the reason for distribution (e.g. date, time, and title of meeting).
- iv. The Contractor shall educate stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors. Recipients of stipends shall not be considered employees of the County for any purpose.
- v. If the cash value card is being distributed to compensate an individual for their time, the Contractor shall record the recipient's name in enough detail such that if an IRS form 1099-Misc is required, the Contractor shall have enough information to send to the IRS and the recipient.

8. Exhibit III, Section VI. REPORTING REQUIREMENTS, C. is added as follows:

- C. If the Contractor issues cash value cards, the Contractor shall create and maintain a cumulative cash value cards tracking log, along with supporting documentation of cash value card distribution. Copies of receipts of all purchases of cash value cards, or other goods with monetary value, shall be retained and readily available for King County's request to review.



9. Exhibit III, Section VIII. COMPENSATION AND METHOD OF PAYMENT, is replaced with the following:

A. Payment to the Contractor

1. Payment for activities described in this Exhibit shall be based on meeting the program requirements outlined in this Exhibit.
2. The Contractor providing financial reports regarding budget to actuals and detail expenditures related to program activities as described in Subsection VIII.B. below.

B. Financial Reporting

The Contractor shall provide monthly actual expenditures for this program in the form of a general ledger report or financial transaction report from the Contractor's financial system as well as a budget to actuals report related to activities outlined in this Agreement. The budget to actuals template will be provided by the County and shall be submitted monthly beginning Q2 2023 and each month thereafter. If the County's compensation to the Contractor is more than actual expenditures to date, the County may: 1) adjust the amount of compensation more than actual expenditures against one or more future payment (such as reducing, pausing, or skipping payment) or 2) require that the Contractor submit a plan stating how excess payments will be applied to program purposes (plan must be approved in writing by the County). The County, in its sole discretion, will determine whether Contractor's actual reported expenditures are allowable. The County's decisions regarding how excess payments by the County will be treated under this Section are final. The County reserves the right to recapture unspent funds.

C. Billing Invoice Package

1. The Contractor shall maintain fiscal records, which clearly identify expenditures made by the Contractor to perform the services and activities described in this Exhibit, and then summarize these expenditures per line item as identified in the attached budget (Attachment A). The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit.
2. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.
3. The Contractor shall submit a Billing Invoice Package (BIP) that consists of: 1) an invoice in a format provided by the County reflecting a set monthly payment amount of **\$18,773** for the timeframe of January 2023 – November 2023, November 2024 and **\$18,781** December 2023, and 2024; and 2) other documentation described in this Section VIII. The BIP is due by the 15th of the following month.
4. If the Contractor fails to submit any of the reporting requirements, the current invoice and future invoices shall not be paid until the Contractor submits all

required reports, records, deliverables, and other documentation described in this Exhibit.

5. The final invoice shall be received no later than January 15, 2025.
  6. Invoices shall be submitted to: Yin Yu, Program Manager, King County via ZoomGrants.
  7. Ongoing funding for the full term of this Exhibit shall be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in the Contract and this Exhibit.
6. Exhibit III, Attachment A - BUDGET is replaced with a new Attachment A – BUDGET, attached below the signature line.

APPROVED BY:

Initials:

NO

Nikkita Oliver, Subcontractor Executive Director

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

Christian Diaz

B98A8D03E2A04A8...

King County Executive

4/17/2023

Date

FOR

RVC SEATTLE

DocuSigned by:

Kristine Maramot

DB38DE0E180E4BA...

Signature

Kristine Maramot

NAME (Please type or print)

4/17/2023

Date

**ATTACHMENT A**

**CONTRACT 6206904, EXHIBIT II  
COLLECTIVE JUSTICE  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

| <b>Item</b>                                                          | <b>Budgeted Amount</b> |
|----------------------------------------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>                                      | \$419,400              |
| <b>Operating Costs</b>                                               |                        |
| <b>Consultants/Sub-Contractors</b>                                   | \$5,000                |
| <b>Administrative Costs</b>                                          | \$55,592               |
| <b>Participant Costs</b>                                             |                        |
| <b>Total Amount Available:<br/>Monthly Payment Amount (\$19,791)</b> | <b>\$479,992</b>       |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.

**ATTACHMENT A**

**CONTRACT 6206904, EXHIBIT III  
CREATIVE JUSTICE  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

| <b>Item</b>                                                          | <b>Budgeted Amount</b> |
|----------------------------------------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>                                      | \$348,330              |
| <b>Operating Costs</b>                                               |                        |
| <b>Consultants/Sub-Contractors</b>                                   | \$5,000                |
| <b>Administrative Costs</b>                                          | \$51,038               |
| <b>Participant Costs</b>                                             | \$51,200               |
| <b>Total Amount Available:<br/>Monthly Payment Amount (\$18,993)</b> | <b>\$455,568</b>       |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.



## King County

Department of Community and Human Services  
Children, Youth and Young Adults Division  
401 Fifth Avenue, Suite 500  
Seattle, WA 98104  
206-263-9105  
TTY Relay: 711

### KING COUNTY COMMUNITY AND HUMAN SERVICES CONTRACT – 2021/2022

Contractor RVC Seattle  
Project Title RCP Youth Steering Committee Fiscal Sponsorship  
Contract Amount \$ 891,520  
Contract Period From: 04/01/2022 To 12/31/2022  
UEI No. (if applicable) \_\_\_\_\_ SAM No. (if applicable) \_\_\_\_\_

THIS CONTRACT No. 6316703 is entered into by KING COUNTY (the "County"), and RVC Seattle (the "Contractor") whose address is 1225 S. Weller St Suite 400, Seattle, WA 98144.

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$891,520      | 04/01/2022 - 12/31/2022 |
| TOTAL           | \$891,520      | 04/01/2022 - 12/31/2022 |

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

#### 1. Contract Services and Requirements, and Incorporated Exhibits.

The Contractor shall provide services and meet the requirements included in this Contract and in the following attached exhibits, each of which is incorporated herein by this reference:

| EXHIBIT NAME       | EXHIBIT NUMBER |
|--------------------|----------------|
| RCP Fiscal Sponsor | Exhibit I      |

**If you require accommodation to access this form, alternate formats are available upon request.**

## **2. Contract Term**

- A. This Contract shall begin on 04/01/2022, and shall terminate on 12/31/2022, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

## **3. Compensation and Method of Payment**

A. Compensation:

The County shall compensate the Contractor for satisfactory completion of the services and requirements as specified in this Contract and its attached exhibit(s).

B. Invoicing:

The Contractor shall submit invoices and all accompanying reports as specified in the attached exhibit(s), including its final invoice and all outstanding reports. The County shall endeavor to make payment not more than 30 days after a complete and accurate invoice is received.

C. Final Invoice:

The Contractor shall submit its final invoice and all outstanding reports as specified in this contract and its attached exhibit(s). If the Contractor's final invoice and reports are not submitted as required, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in the final invoice or any later invoice.

D. Reimbursement for Travel:

The Contractor will not be reimbursed for travel unless otherwise specified within an Exhibit.

## **4. Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls that complies with the generally accepted accounting principles issued by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Contractor's form of doing business.

## **5. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment, by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not currently debarred, suspended, or proposed for debarment, by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a person or entity that is debarred, suspended, or proposed for debarment. The Contractor will notify King County if it, or a subcontractor, is debarred, suspended, or proposed for debarment, by any Federal department or agency. Debarment status may be verified at <https://www.sam.gov/>.

## **6. Maintenance of Records**

A. Accounts and Records:

The Contractor shall maintain for a period of six years after termination of this Contract accounts and records, including personnel, property, financial, and programmatic records and other such records the County may deem necessary to ensure proper accounting and compliance with this Contract.

**B. Nondiscrimination and Equal Employment Records:**

In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 17. below, the Contractor shall maintain the following for a period of six years after termination of this Contract:

- i. Records of employment, employment advertisements, application forms, and other data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
- ii. Records, including written quotes, bids, estimates or proposals, submitted to the Contractor by all entities seeking to participate in this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review these records. The Contractor shall provide all help requested by the County during such visits and make the foregoing records available to the County for inspection and copying. At all reasonable times, the Contractor shall provide to the County, the state, and/or federal agencies or officials access to its facilities—including those of any subcontractor assigned any portion of this Contract in order to monitor and evaluate the services provided under this Contract. The County will give reasonable advance notice to the Contractor in the case of audits to be conducted by the County. The Contractor shall comply with all record keeping requirements of any applicable federal rules, regulations or statutes included or referenced in the contract documents. If different from the Contractor's address listed above, the Contractor shall inform the County in writing of the location of its books, records, documents, and other evidence for which review is sought, and shall notify the County in writing of any changes in location within 10 working days of any such relocation.

**7. Evaluations and Inspections**

**A. Subject to Inspection, Review, or Audit:**

The records and documents with respect to all matters covered by this Contract shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials authorized by law during the performance of this Contract and for six years after termination hereof, unless a longer retention period is required by law.

**B. Medical Records:**

If applicable, medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to Revised Code of Washington (RCW) [70.41.190](#), [70.02.160](#), and standard medical records

practice. The Contractor shall also be responsible for the maintenance and disposal of such medical records.

C. Contract Monitoring:

The Contractor and the County shall engage in monitoring visits to assess the Contractor's compliance with contract requirements, quality, and practices. The County will execute monitoring visits in accordance with the applicable frequency, as prescribed by the controlling Exhibit under this Contract. The Contractor shall cooperate with the County and its agents to assess the Contractor's performance under this Contract. At the request of the County, the Contractor shall implement a plan to remedy any items of noncompliance identified during the monitoring process.

The results and records of these processes shall be maintained and disclosed in accordance with [RCW Chapter 42.56](#).

D. Performance, Measurement and Evaluation

The Contractor shall submit performance metrics and program data as set forth in Exhibits to this Contract. The Contractor shall participate in evaluation activities as required by the county and shall make available all information required by any such performance measurement and evaluation processes.

E. Unauthorized Disclosure:

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

**8. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and maintain compliance with all HIPAA requirements at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

**9. Financial Report Submission**

The Contractor is required to submit a financial reporting package as described in A through C below. All required documentation must be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov) by the stated due date.

- A. If the Contractor is a Non-Federal entity as defined in 2 CFR Part 200.69, and expends \$750,000 or more in Federal awards during its fiscal year, then the Contractor shall meet the audit requirements in 2 CFR Part 200 Subpart F. Audit packages are due to the County within nine months after the close of the Contractor's fiscal year.
- B. If the Contractor is a local government in the State of Washington and is not subject to the requirements in subsection A, the Contractor shall submit audited financial statements that are in accordance with the Washington State Auditor's Office requirements. Financial statement audits are due to the County within 150 days after the close of the Contractor's fiscal year end as required by RCW 43.09.230.



- C. If the Contractor is not subject to the requirements in subsection A or B, the following apply:

| Entity Type                   | Non-Profit                                                                                                                                                    |                                                                                                        | For Profit                                                                                                                           |                                                                                                        |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| <b>Gross Revenue</b>          | Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.                                                                                | Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.                          | Gross Revenue Under <u>\$3M</u> on average in the previous three fiscal years.                                                       | Gross Revenue Over <u>\$3M</u> on average in the previous three fiscal years.                          |
| <b>Required Documentation</b> | <ul style="list-style-type: none"> <li>Form 990 within 30 days of its being filed; and</li> <li>A full set of annual internal financial statements</li> </ul> | Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm | <ul style="list-style-type: none"> <li>Income tax return; and</li> <li>A full set of annual internal financial statements</li> </ul> | Audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm |
| <b>Due Date</b>               | Within 30 calendar days from the forms being filed.                                                                                                           | Within nine months following the close of the Contractor's fiscal year.                                | Within 30 calendar days from the forms being filed.                                                                                  | Within nine months following the close of the Contractor's fiscal year.                                |

- D. Waiver:

A Contractor that is not subject to the requirements in subsection A may, in extraordinary circumstances, request, and in the County's sole discretion be granted, a waiver of the audit requirements. Such requests are made to the County at:

DCHSContracts@kingcounty.gov for review. If approved by the County, the Contractor may substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:

- i. Financial reporting and any associated management letter show no reportable conditions or internal control issues; and
- ii. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

## 10. Corrective Action

If the County determines that the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services (each a "breach"), and if the County determines that the breach warrants corrective action, the following procedure will apply:

- A. Written Notification:

The County will notify the Contractor in writing of the nature of the breach.

B. Contractor's Corrective Action Plan:

The Contractor shall respond with a written corrective action plan within ten working days of its receipt of such notification unless the County, at its sole discretion, extends in writing the response time. The plan shall indicate the steps being taken to correct the specified breach and shall specify the proposed completion date for curing the breach. This date shall not be more 30 days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension to complete the corrective actions.

C. County's Determination of Corrective Action Plan Sufficiency:

The County will determine the sufficiency of the Contractor's proposed corrective action plan, then notify the Contractor in writing of that determination. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County.

D. Termination or Suspension:

If the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may terminate or suspend this Contract in whole or in part pursuant to Section 12.

E. Withholding Payment:

In addition, the County may withhold any payment to the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Non-Waiver of Rights:

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 12, Subsections B, C, D, and E.

**11. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

**12. Termination**

A. Termination for Convenience:

This Contract may be terminated by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the other party 30 calendar days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, at any time during the term specified in Subsection 2. above, by providing the Contractor 30 calendar days advance written notice of the suspension.

B. Termination for Default:

The County may terminate or suspend this Contract, in whole or in part, upon seven business days advance written notice if: (1) the Contractor breaches any duty, obligation, or service required pursuant to this Contract and either (a) the corrective action process described in Section 10 fails to cure the breach or (b) the County determines that requiring a corrective action plan is impractical or that the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection 12.B., the Contractor shall be liable for damages, including any additional costs of procuring similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, that have been paid to the Contractor by the County.

C. Termination for Non-Appropriation:

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 2., the County may, upon seven business days advance written notice to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council and/or other identified funding source(s) of sufficient funds to support the activities described in the Contract. If such appropriation is not approved, this Contract will terminate at the close of the current appropriation year. The current funding sources associated with this Contract are specified on page one.

If the Contract is suspended as provided in this Section, the County may provide written authorization to resume activities.

D. Non-Waiver of Rights:

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or by law or equity that either party may have if any of the obligations, terms, and conditions set forth in this Contract are breached by the other party.

**13. Hold Harmless and Indemnification**

A. Duties as Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and

compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B. Contractor's Duty to Repay County:

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract, by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the termination of the Contract.

C. Contractor Indemnifies County:

To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under any industrial insurance act, including [Title 51 RCW](#), other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its indemnity obligation; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. If the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D. County Indemnifies Contractor:

To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this

purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of [Title 51 RCW](#). In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

**E. Intellectual Property Infringement:**

For purposes of this section, claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

**14. Insurance Requirements**

The Contractor shall procure and maintain for the term of this Contract, insurance covering King County as an additional insured, as described in this section and at the link below, against claims which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors.

Contractor shall provide evidence of the insurance required under this Contract, including a Certificate of Insurance and Endorsements covering King County as additional insured for full coverage and policy limits within 30 calendar days of signing the contract. Evidence of Insurance and Endorsements shall be submitted by email to [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). The Contractor may request additional time to provide the required documents by emailing [DCHSContracts@kingcounty.gov](mailto:DCHSContracts@kingcounty.gov). Extensions will be granted at the sole discretion of DCHS.

The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. Any provision in any Contractor or subcontractor insurance policy that restricts available limits of liability in a written agreement or contract shall not apply. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverage types and limit requirements can be found by visiting <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements/insurance.aspx>.

**15. Assignment**

Contractor shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party upon the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

**16. Subcontracting**

A. Written Consent of the County:

The Contractor shall not subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The County's consent must be sought in writing by the Contractor not less than 15 days prior to the date of any proposed subcontract.

The rejection or approval by the County of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the County.

In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to the County for any breach in the performance of Contractor's duties.

The County has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

B. "Subcontract" Defined:

"Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C. Required Clauses for Subcontracts:

The Contractor shall include Section 4, 5, 6, 7, 8, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28 and 29, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.

D. Required Language for Subcontracts:

The Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third-party beneficiary to its Contract with Contractor and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

**17. Nondiscrimination and Payment of a Living Wage**

- A. The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

B. Nondiscrimination:

During performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's sex,

race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated equitably, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Contractor shall additionally read and comply with all additional requirements set forth at:

<https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx>.

C. Payment of a Living Wage:

In accordance with [King County Living Wage Ordinance 17909](#), for contracts for services with an initial or amended value of \$100,000 or more, the Contractor shall pay, and require all Subcontractors to pay, a living wage to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <https://www.kingcounty.gov/depts/finance-business-operations/procurement/about-us/Living-Wage.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

## 18. Conflict of Interest

Entering into this Contract with the County requires that the Contractor agree to abide by certain provisions of the King County Employee Code of Ethics, including those relating to conflicts of interest and the employment of current or former County employees.

A. Compliance with King County Code of Ethics:

The Contractor shall comply with applicable provisions of [King County Code \(KCC\) 3.04](#). Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract and subject the Contractor to the remedies stated in this contract, or otherwise available to the County at law or in equity.

B. Penalties:

The Contractor agrees, pursuant to [KCC 3.04.060](#), that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C. Former King County Employees:

The Contractor acknowledges that, for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or

grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

## **19. Equipment Purchase, Maintenance, and Ownership**

### **A. Equipment Maintenance:**

The Contractor agrees that when Contract funds are used to pay for all or part of the purchase costs of any equipment that costs \$5,000 or more per item, and the purchase of such equipment is identified in an exhibit to this Contract, such equipment is, upon the purchase or receipt, the property of the County and/or federal/state government. The Contractor shall be responsible for all proper care and maintenance of the equipment, including securing and insuring such equipment.

### **B. Equipment Ownership:**

The Contractor shall ensure that all such equipment is returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

## **20. Proprietary Rights**

### **A. Ownership Rights of Materials Resulting from Contract:**

Except as indicated below or as described in an Exhibit, the parties to this Contract hereby agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. To the extent that any rights in such materials vest initially with the Contractor by operation of law or for any other reason, the Contractor hereby perpetually and irrevocably assigns, transfers and quitclaims such rights to the County. The County agrees to and does hereby grant to the Contractor a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

### **B. Ownership Rights of Previously Existing Materials:**

The Contractor shall retain all ownership rights in any pre-existing patentable or copyrightable materials or articles that are delivered under this Contract, but do not originate from the work described herein. The Contractor agrees to and does hereby grant to the County a perpetual, irrevocable, nonexclusive, and royalty-free license to use and create derivative works, according to law, any pre-existing material or article and use any method that may be delivered as part of the work under this Contract.

### **C. Continued Ownership Rights:**



The Contractor shall sign all documents and perform other acts as the County deems necessary to secure, maintain, renew, or restore the rights granted to the County as set forth in this section.

**21. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**22. King County Recycled Product Procurement Policy**

If paper copies are required, in accordance with [KCC 18.20](#), the Contractor shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices.

**23. Future Support**

The County makes no commitment to support contracted services and assumes no obligation for future support of the contracted activity(-ies), except as expressly set forth in this Contract.

**24. Entire Contract**

The parties agree that this Contract is the complete expression of the described subject matter, and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of this Contract.

**25. Contract Amendments**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated only by written amendments to this Contract.

**26. Notices**

Whenever this Contract provides for notice by one party to another, such notice shall be in writing and directed to each party's contact representative indicated within the contract exhibits. Any time within which a party must take some action shall be computed from the date that any associated required notice is received by that party.

**27. Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

If there is an irreconcilable conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall control over the language contained in the exhibit or the attachment, unless the exhibit provision expressly indicates that it controls over inconsistent contract language. If there is conflict among requirements set forth in exhibits, language contained in the lower numbered exhibit shall control unless the higher numbered exhibit provision expressly indicates that it controls over inconsistent lower numbered exhibit language.

**28. Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**29. No Third-Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

**30. Non-Waiver of Breach**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County modify the terms of the Contract or constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

**31. Force Majeure**

"Force Majeure" means an event or events beyond the parties' reasonable control, incurred not as a product or result of the negligence of the afflicted party, and which have a materially adverse effect on the ability of such party to perform its obligations as detailed in this Contract. Force Majeure events may include, but are not limited to: Acts of God or Nature; war; civil, military, public, or industrial disturbances; acts or threats of terrorism; epidemics, fire, flood or other casualty; labor difficulties, shortages of labor or materials or equipment; government regulations; delay by government or regulatory agencies; shutdowns for purpose of emergency repairs, and/or unusually severe weather.

**A. No Breach if Force Majeure Applies:**

Neither party shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by a Force Majeure event upon giving notice and reasonably full particulars to the other party.

**B. Duty to Minimize Disruption and Give Notice:**

Parties maintain an express duty to minimize the disruption caused by Force Majeure, and shall, as soon as reasonably practicable, give notice to the other party of the nature and impact of the Force Majeure. Irrespective of any extension of time, if the effect of an event or series of events continues for a period of 180 days, either the County or the Contractor may give to the other a notice of suspension or termination.

**C. Extension of Time:**

Should Force Majeure events delay the Contractor's completion of the deliverables and performance commitments, the Contractor may be entitled to an extension for the time for completion. Any extension must be approved in writing by the County.

**D. Suspending Performance:**

Should a Force Majeure event prevent the Contractor from completing deliverables or performing commitments in this Contract, the completion or performance shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Further, the Contractor and the County shall endeavor to continue to perform their contractual obligations to the extent reasonably practicable and will work to adjust deliverables or performance commitments as needed to continue the provision of services during the Force Majeure event. Contractor may be reimbursed for any costs incurred mitigating adverse impacts of the Force Majeure and may be compensated for any partial work that has been completed.

### **32. Emergency Response Requirements**

Within three months of the execution of this Contract, the Contractor shall prepare and make available to the County upon request, the necessary plans, procedures and protocols to:

- A. Respond to and recover from a natural disaster or major disruption to Contractor operations such as a work stoppage.
- B. Continue operations during a prolonged event such as a pandemic.

If the Contractor does not have any such plan as of the start of this Contract, the Contractor may request (i) an extension of the time needed to create a plan, and (ii) for assistance from the County in preparing such a plan.

At a minimum, any plans, procedures, or protocols described in this section must include how the Contractor plans to continue to provide the services described in or funded by this Contract.

### **33. Contractor Certification**

By signing this Contract, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read and understands the contracting requirements on the DCHS website at <https://www.kingcounty.gov/depts/community-human-services/contracts/requirements.aspx> and agrees to comply with all of the contract terms and conditions detailed on that site, including, but not limited to, Equity and Social Justice, applicable Emergency Response, EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing requirements.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

DocuSigned by:

*Christian Diaz*

FOR

B58A8D03E2A94A8  
King County Executive

12/20/2022

Date

RVC SEATTLE

DocuSigned by:

*JoJo Gaon*

B58EC6D534084CC...  
Signature

JoJo Gaon

Name (Please type or print)

12/20/2022

Date

**EXHIBIT I**  
**RVC – RCP YOUTH STEERING COMMITTEE**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: 04/01/2022 – 12/31/2022**

**I. STATEMENT OF WORK**

RVC (Contractor) shall act as a fiscal sponsor and doing business for Restorative Community Pathways (RCP) Youth Steering Committee (YSC) to perform the services described in this Exhibit to otherwise comply with the obligations and duties as set forth in this Exhibit. King County Department of Community and Human Services (DCHS) shall be identified as a third-party beneficiary in any subcontracts the Contractor enters into to advance the work described in this Exhibit.

The YSC shall provide leadership to the RCP Consortium in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed **\$891,520** for the Exhibit Period April 1, 2022 through December 31, 2022.

**II. BACKGROUND AND LEADING WITH EQUITY**

**A. Restorative Community Pathways (RCP)**

RCP is a comprehensive, community-led process that divests funds and services from the current juvenile legal system, which is racially disproportionate and often harmful. RCP invests in a community-driven support system that leads with racial equity and care for the young people, their families, the Community Members Who Have Experienced Harm, and the community. The RCP process is largely informed and designed by the RCP Workgroups.

The RCP model is rooted in Restorative Justice and moves beyond the victim-perpetrator dichotomy by acknowledging and honoring the harm experienced by every person engaged in RCP. RCP seeks to provide healing and restoration for all parties and empower those harmed, giving voice to their needs. The RCP model additionally offers financial compensation through the Compensation Fund.

The King County Prosecuting Attorney's Office (PAO) shall refer eligible young people to the RCP Consortium, defined below, rather than involving them in the juvenile legal system. Members of the RCP Consortium shall serve in the RCP Consortium via Areas of Service and design support services to respond to and meet the individualized needs of both the youth and the Community Members Who Have Experienced Harm. The services to be provided shall help young people and their families meet their goals, promote healing for Community Members Who Have Experienced Harm, and offer payment from a Compensation Fund.

Through this community-led accountability and restoration process, survivors have a voice in their healing process, and young people have an opportunity to

engage in meaningful accountability for harm they have caused, without being pushed into the juvenile legal system.

RCP shall be steered by a collective of youth from across King County known as the “Youth Steering Committee.” The Youth Steering Committee shall partner with the RCP Consortium to serve as the decision-making body of RCP.

RCP is grounded in the following principles (RCP Core Principles):

1. This work is about centering healing not punishment.
2. This work is about removing power from the County and returning it to communities – it is a move towards getting rid of the criminal system,
3. This work is about undoing the culture of white supremacy, colonialism, cis-heteropatriarchy, and all other forms of oppression,
4. This work is centering the agency and liberation of youth,
5. This work is about building and holding accountable and caring relationships,
6. This work is a commitment for raising wages to livable wages.

B. The RCP Consortium

The RCP Consortium shall consist of a number of third-party contractors that shall each serve a role to create a community network of support for participants in the RCP process. Each contractor shall provide community navigation support for youth, their families, and Community Members Who Have Experienced Harm. The RCP Consortium shall provide the following Areas of Service:

1. Basic Needs;
2. Restorative Justice and Healing;
3. Connection; and
4. Community.

### III. DEFINITIONS

- A. **Administrative Costs:** Overall shared insurance and professional fees such as general administrative staff time, central rates, Information Technology costs, fiscal sections costs.
- B. **Areas of Service:** The four types of services and supports to be offered to individuals participating in RCP by the RCP Consortium are as follows:
  1. **Basic Needs:** Supporting youth, their family members, and Community Members Who Have Experienced Harm in accessing basic needs such as housing and rent support, bill payments, groceries, clothing, mental and physical health services, and other needs.

2. **Restorative Justice and Healing:** Creating collective spaces and processes for healing and accountability for the youth and Community Members Who Have Experienced Harm.
  3. **Connection:** Providing youth with peer-support, mentorship, educational and vocational opportunities, and support services.
  4. **Community:** Building and holding space for intentional community support and organizing centered in shared identity (racial, refugee, gender, sexual, religious, cultural, etc.).
- C. **Cash Value Card:** A card designed to store a specified dollar value by electronic means for use as a mode of payment, without a personal identification number and without direct access to a bank or other account. Cash Value Cards may include, but are not limited to prepaid debit cards, prepaid store cards, reloadable bank cards, prepaid gas cards, etc.
- D. **Community Consortium Coordinator:** Works directly with the YSC and RCP Consortium to foster caring and accountable relationships to best support youth, families, and community members coming to RCP. This role shall promote relationship- building and cross-collaboration between organizations, supporting in areas such as cross-skill building, evaluations, etc. They shall support the facilitation of meetings as well as processes of feedback and accountability as needed. This role additionally shall continue to build relationships with community members and community organizations throughout the County.
- E. **Community Members Who Have Experienced Harm:** The harmed party referred by PAO to be serviced by RCP Consortium and may receive support from restitution fund.
- F. **Community Navigators:** Individual members of the RCP Consortium employed or contracted staff who shall either work with youth and their families referred by the PAO or community members who have experienced harm referred by the PAO. Community Navigators shall provide, or facilitate the provision of, the four Areas of Service in RCP.
- G. **Compensation/Resitution Fund:** Funds set aside as part of the RCP funding allocation to provide financial compensation to the Community Members Who Have Experienced Harm for losses that are reasonably related to the situation with the youth.
- H. **Operating Costs:** Costs associated directly to a specific program such as office supplies, communications, equipment maintenance/rental, training, and office building rent and utilities.
- I. **Operations Fund:** Funds set aside to cover costs directly related to staffing costs (supplies, food, gas, etc.), training costs for the internal team and consortium members, and any consortium-wide programming.
- J. **Participant Costs:** Associated directly to participants such as food, traveling expenses, presentation materials, event entry costs, etc.

- K. **RCP Consortium:** The network of RCP contractors collaboratively working together to offer services that support and guide system-involved youth, their families, and Community Members Who Have Experienced Harm through the RCP process to build trusting and accountable relationships.
- L. **RCP Workgroups:** The coordination of community-based organizations, community members who work directly with youth, King County families and youth, including youth who are currently/formerly involved in systems, community organizers, and victim advocates. These workgroups are the decision-making body in how RCP is developed, implemented, monitored, and evaluated prior to program launch. RCP Workgroups shall transition management of RCP to the Youth Steering Committee after program launch.
- M. **Referral Administrator:** Receives referrals from PAO and forwards referral to contracted providers for Areas of Services.
- N. **Support Plan:** A written plan that is developed by qualified RCP Consortium staff with direct input from the participant. The plan shall focus on what the participant's needs are, which may not necessarily be the services offered by the RCP Consortium, goals for obtaining specific skills or knowledge, and steps toward achieving those goals. Staff and the participants review goal plans on a regular basis to assess progress or to modify needs and goals as necessary.
- O. **Participant Costs:** Associated directly to participants such as food, traveling expenses, presentation materials, event entry costs, etc.
- P. **Youth and Families Fund:** This is a shared fund between all RCP Consortium members to provide all youth and community members with their Basic Needs as defined in Section II.B. Area of Service.
- Q. **Youth Steering Committee (YSC):** The central, decision-making body of RCP consisting of approximately nine youth from across King County, representative of the geographic and racial disparities present in the county. The YSC shall be responsible for development of the RCP process after program launch and shall include partnering with RCP Consortium in the selection and oversight of Community Navigators. YSC shall be responsible in major decision making in terms of the direction of RCP, hold a central role in supporting community evaluations of RCP, and support in the distribution of funds. They also are working in accountable relationship with community organizations to ensure that the work of RCP continues to be rooted in youth liberation and healing not punishment. The YSC shall consist of youth from the RCP Workgroups and shall ultimately include youth who have gone through the RCP process.

#### IV. **PROGRAM DESCRIPTION**

The Contractor shall serve as the fiscal sponsor to YSC to provide oversight, guidance, information, resources, and support for YSC; compensate YSC members for their considerable efforts in leading RCP; and administer the Operations Fund, Restitution Fund, and Youth and Families Fund.



The Contractor shall support YSC's work with Community Navigators and RCP Consortium to create an experience based in agency and choice, and healing and restoration for folks who participate in RCP. YSC's main purpose is to support Community Navigators and RCP Consortium to be collectively accountable to the standard that has been set by RCP Core Principles. YSC works to provide a caring and trusting environment with other youth and community members that engage with RCP.

A. The Contractor shall:

1. Maintain staff that shall include one full-time equivalent Community Consortium Coordinator, one full-time equivalent Referral Administrator, and two full-time equivalent Community Navigators;
2. Track, manage, and pay out stipends for the Youth Steering Committee members;
3. Administer funds for Operations Fund, Youth and Family Fund, and Restitution Fund.

B. Program Activities and Requirements

1. Fiscal Sponsorship Activities

The Contractor shall provide fiscal sponsorship services to the YSC, which shall include, but are not limited to the following:

- i. Ensure new and current Contractor staffers listed above in A. 1 supporting RCP are oriented to RCP Core Principles and RCP Consortium processes;
  - ii. Facilitate monthly meetings between the YSC, Community Consortium Coordinator, and Referral Administrator to gather feedback on how fiscal sponsorship duties and processes are working; to discuss and agree on ways and practices to ensure accountability of the Contractor to the YSC; and provide a venue for regular communication and coordination.
  - iii. Partner with YSC and the RCP Consortium in the long-term visioning and growth of RCP, including but not limited to the development of non-police emergency responses; and be expected to attend occasional RCP Consortium meetings upon invitation by the YSC; and
  - iv. Administer and track distribution of the Operation Fund, Youth and Families Fund, and the Restitution Fund.
2. The Contractor shall abide by the following legal, administrative, and documentation requirements:
- i. As the PAO shall be diverting referrals to RCP pursuant to RCW 13.40.070(3), (11), the Contractor and any subcontractor shall comply with RCW 13.50.050 limiting the sharing of participant records relating to the commission of juvenile offenses.

- ii. Any agreement the Contractor enters into with a subcontractor shall be in compliance with Sections 15 and 16 (Assignment and Subcontracting) of this Contract's Standard Terms and Conditions. Any agreement the Contractor enters into with a subcontractor shall be in compliance with Sections 15 and 16 (Assignment and Subcontracting) of this Contract's Standard Terms and Conditions. The language in Section 16.C. shall be included verbatim in such agreement.
  - iii. The Contractor shall implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information.
  - iv. The Contractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model and/or the YSC's leadership. The Contractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model and/or the YSC's leadership.
- 3. Stipends may be paid out in the form of checks, direct deposit, Cash Value Card, or other method approved in writing by the County. If the Contractor issues Cash Value Cards the Contractor shall:
  - i. Distribute the cards to participants within the Exhibit Period. Any undistributed Cash Value Cards shall not be reimbursed and shall be deducted from the final invoice.
  - ii. Ensure cards are kept in a secured location, with limited access. When an employee removes cards from the secured location, Contractor shall document the following on a tracking log:
    - a. Identity and count of each card taken.
    - b. Identity and count of each card returned.
    - c. Dated signature of each person taking or returning the card(s).
  - iii. Track Cash Value Card(s) by purchase and by distribution to each person. The tracking log of the purchase and distribution shall include:
    - a. Unique number and value of Cash Value Cards purchased;
    - b. Date cards purchased;
    - c. Date cards distributed;
    - d. Cash value of each card purchased;
    - e. Name and signature of individual(s) distributing cards;
    - f. Name and signature of each card recipient; and

- g. Brief description of the reason for distribution (e.g. date, time, and title of meeting).
  - iv. Submit a Cash Value Card tracking log to King County as part of the billing cycle outlined in Section VIII., COMPENSATION AND PAYMENT.
  - v. The Contractor shall educate stipend recipients on their responsibilities for all self-employment and income taxes, and/or other tax obligations which may arise as a consequence of payment and performance of the services under this Contract. For more information, the IRS website hosts a "Self-Employed Individuals Tax Center" with guidance on tax obligations for independent contractors. Recipients of stipends shall not be considered employees of the County for any purpose.
  - vi. If the Cash Value Card is being distributed to compensate an individual for their time, the Contractor shall record the recipient name in enough detail such that if an IRS form 1099-Misc is required, the Contractor shall have enough information to send to the IRS and the recipient.
4. Capacity Building (CB) services are available to all current RCP Consortium contractors, at no cost. Contractors can access support by connecting with DCHS Grant Application/Capacity Building (GACB) Managers. The GACB Managers shall match the Contractor with a team of Capacity Building consultants. Capacity Building consultants tailor their support to each contractor individually. DCHS shall contract with community GACB consultants who can support the Contractor and YSC with ongoing Capacity Building needs as described in this Exhibit.
- i. Contractor may at their discretion, and as approved in writing by King County in advance, pay to work with GACB consultants outside the free GACB program offered by DCHS to build internal capacity on projects including but not limited to:
    - a. This \$20,000 is used at the discretion and used for YSC.
    - b. Organizational Development: Provide leadership development, coaching, strategic planning, fundraising expertise; help improve work processes and create effective partnership agreements; guidance regarding program monitoring and quality improvement processes.
    - c. Data and Evaluation: Understand and develop performance measures; learn how to analyze data; learn how to collect data through surveys, focus groups, and more; improve organizational data infrastructure; adapt data strategies to improve cultural relevance.
    - d. Board Development: Support development of a strong board; support understanding of the board's role; help develop a Board Manual; support transition from a "working" board to a fundraising/fiduciary board.

- e. Finance: Support in creation of a finance tracking system that is the right size for the Contractor; develop appropriate fiscal compliance, controls, and reporting procedures; create fiscal policy manuals; help to understand audits and 990s.
  - f. Marketing/Communication/Branding: Provide guidance in creation of a tag line, logo, or other marketing materials; provide training, social media, internal communications, “story telling” with stakeholders, communication planning and/or management.
  - g. Social Justice and Racial Equity: Incorporate racial equity analysis into organizational decision-making and practices; strengthen intergenerational work; deepen authentic partnerships w/communities of color; increase youth/community voice within the Contractor’s organization.
  - h. Information Technology (IT): Assess organizational IT needs and provide guidance to make appropriate IT purchase choices; provide IT support.
  - i. Legal: Review consent forms; ensure policies are in line with law; assess legal vulnerability; support the Contractor through the 501(c)(3) process.
  - j. Human Resources (HR): Support in aligning hiring processes with best practices and laws; examine current HR systems and suggest improvements; recruit and support volunteers and interns; develop effective job descriptions and performance evaluations; create HR manuals.
- ii. GACB has historically been coordinated by King County staff to provide Contractors with GACB from a limited list of consultants offering the following areas of support: pairing consultants with CBOs, ensuring a scope of work is developed, requesting, and reviewing progress reports, and payment delivery. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding \$20,000 GACB funds to this Contract for the Contractor to select any GACB consultant that best meet the Contractor’s needs.
  - iii. The GACB budget may be spent on consultant services, which shall be indicated in the “Subcontract/Consultant” line item of the amended budget (Attachment A). Contractors shall pay consultants up to a rate of \$175 per hour when utilizing funds from this Exhibit. Contractors may compensate consultants at a rate higher than \$175 per hour but shall not use County funds to pay the difference.

## **V. PERFORMANCE MEASUREMENT AND EVALUATION**

### **A. Amendment to Contractor's existing Performance Measurement and Evaluation Planning**

The Contractor, and King County staff shall work collaboratively to identify relevant measures and determine the mechanisms by which required information shall be collected, managed, and reported. This information will be documented in the Performance Measurement and Evaluation (PME) Plan for the Restorative Community Pathways initiative. King County is responsible for providing a first draft of the PME Plan. The PME Plan shall be considered final after written acceptance is received by both parties. Email communication is sufficient.

### **B. Performance Measures**

Specific data elements and reporting mechanisms shall be defined in the Restorative Community Pathways PME Plan.

Performance measures may include:

Quantity of service provided: How much did we do?

*For example, # of harmed party participants served and/or average of funds distributed to harmed party participants.*

Once developed and accepted by each party, the Contractor shall be required to adhere to and perform the reporting and other services described in the PME Plan; provided, however, that the Contractor and Subcontractor's inability to meet any specific performance targets or other metrics outlined in the PME Plan shall not constitute a breach of this Contract or this Exhibit.

### **C. Modification of the PME Plan**

Either party may suggest revisions to the PME Plan. The party requesting revisions to the PME Plan (the "Requesting Party") shall submit the suggested changes in writing to the other party (the "Receiving Party").

Within five business days of receipt, the Receiving Party shall review the revised PME Plan. Prior to the expiration of such period, the Receiving Party shall provide a written response to the Requesting Party that the Receiving Party either (i) accepts the revised PME Plan as provided by the Requesting Party, or (ii) makes additional changes to the PME Plan.

If modifications have been requested by the Receiving Party, then the parties shall discuss in good faith the original and subsequent modifications until an acceptable PME Plan has been developed and each party has provided the other with written acceptance of such plan.

## **VI. CONFIDENTIALITY**

### **A. DCHS shall not at any time directly or indirectly use, communicate, disclose, disseminate, or share any Confidential Information. DCHS shall take all reasonable measures to protect the secrecy of and avoid disclosure of**

Confidential Information consistent with applicable law. In the event applicable law or court order requires DCHS to disclose Confidential Information, DCHS shall provide Contractor with prompt written notice of such required disclosure. DCHS shall further comply with King County Code Chapter 2.15 in protection of citizenship and immigration status to the fullest extent allowable by law.

- B. “Confidential Information” shall mean all information which DCHS may learn in administering the RCP program. Confidential Information shall include but not be limited to: personally identifiable information of RCP participants, their family members, and any non-participants named in the RCP process, and immigration or documentation status of RCP participants or any non-participants named in the RCP process. For purposes of this Section, administration of the RCP program shall include but not be limited to:
1. Referral process;
  2. Conference, pre-conference, and/or post-conference meetings; and
  3. Plan development or plan completion phases.

## **VII. REPORTING REQUIREMENTS:**

The County shall provide, and coordinate CB supports to the Contractor to meet the goals of RCP. The Contractor and Subcontractor shall work with DCHS staff to incorporate appropriate CB into the program and to identify assistance as needed as the program progresses.

The County may provide CB supports in areas including, but not limited to health equity, building partnerships, communications, evaluation, fiscal processes, policy development, and adapting or identifying evidence-based and promising practices. DCHS staff may provide assistance directly to the Contractor and Subcontractor, coordinate assistance from contracted providers, and/or identify additional CB providers.

The Contract and/or Subcontractor shall submit the following reports to King County by the dates specified below:

- A. The Contract shall submit aggregate-level and/or participant-level data about services and participant outcomes to King County on a quarterly basis. Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format for this report shall be provided by King County and be outlined in the PME Plan.
- B. The Contractor shall submit Narrative Progress Reports to Community Consortium Coordinator and/or King County on a semi-annual or quarterly basis. Narrative Progress Reports are due on the fifteenth (15<sup>th</sup>) of the month following the end of each quarter of each calendar year. The format of the Narrative Progress Reports shall be co-created with RCP Consortium, and King County and shall include questions to track progress and measure performance.
- C. If the Contractor issues Cash Value Cards for then the Contractor shall submit a cumulative Cash Value Card tracking log, in a format approved by King County, along with supporting documentation of cash value transactions as part of the

billing cycle outlined in Section VIII., COMPENSATION AND PAYMENT. Copies of receipts of all purchases of Cash Value Cards, or other goods with monetary value, shall be provided by the Contractor to King County.

- D. King County shall not reimburse the Contractor for any Cash Value Cards that either (i) were not distributed, or (ii) were not documented as required under this Exhibit. The total amount of any undistributed or improperly issued Cash Value Cards shall be deducted from the Contractor's final invoice, and King County's final payment.

## **VIII. COMPENSATION AND METHOD OF PAYMENT**

The Contractor shall submit a Billing Invoice Package monthly that consists of an invoice statement and other reporting requirements as stated in Section VII. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within ten days after the end of each monthly.

### **A. Billing Invoice Package**

1. The Contractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).

The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor and Subcontractor staff time allocated to this Exhibit.

2. If the Contractor does not submit any of the reporting requirements as stated in Section VII. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor submits all required paperwork based on King County's discretion.
3. The final invoice of 2022 must be received no later than January 15, 2023.
4. Invoices shall be submitted online via the RCP program at [www.Zoomgrants.com](http://www.Zoomgrants.com) or via email to: Yin Yu, Program Manager, King County at [yiyu@kingcounty.gov](mailto:yiyu@kingcounty.gov)
5. The Contractor shall submit a general ledger/expenditure detail report listing monthly costs claimed on each invoice.
6. The Contractor shall maintain accurate records for payment of stipends as required by this Exhibit and submit these documents to the County along with the billing invoice for reimbursement.

### **B. Method of Payment**

1. The Contractor shall be paid on a monthly cost-reimbursement according to the attached budget (Attachment A).

2. The County shall allow a ten percent discretion within line items among budget items in Attachment A.
3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.
4. If Contractor has received funds that are not spent by the termination of the Contract, Contractor shall return all unspent funds to the County within ten (10) calendar days.



**ATTACHMENT A**

**EXHIBIT I**  
**RVC – RCP YOUTH STEERING COMMITTEE**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: 04/01/2022 – 12/31/2022**

**BUDGET**

| <b>Item</b>                         | <b>Budgeted Amount</b> |
|-------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>     | \$ 250,000             |
| <b>Consultants/subcontractors</b>   | \$ 20,000              |
| <b>Participant Costs</b>            | \$ 300,000             |
| <b>Operating Costs</b>              | \$ 226,000             |
| <b>Administrative Costs</b>         | \$ 95,520              |
| <b><u>Total Budgeted Amount</u></b> | \$ 891,520             |



Department of Community and Human Services  
Children, Youth and Young Adults Division  
(206) 263-9100 TTY Relay: 711

### CONTRACT AMENDMENT

|                    |                                                                |                        |                   |
|--------------------|----------------------------------------------------------------|------------------------|-------------------|
| DCHS /             | <u>EER Youth</u>                                               | Contract No.           | <u>6316703</u>    |
| Project/Exhibit(s) | <u>I: RCP Fiscal Sponsor</u>                                   | Original Contract Date | <u>04/01/2022</u> |
| Contractor         | <u>RVC Seattle</u>                                             | Amendment No.          | <u>1</u>          |
| Address            | <u>1225 S. Weller St Suite 400</u><br><u>Seattle, WA 98144</u> | Amendment Start Date   | <u>01/01/2023</u> |

|                                           |                                   |
|-------------------------------------------|-----------------------------------|
| Amendment Requested By:                   | Amendment Effects:                |
| Children, Youth and Young Adults Division | <u>  X  </u> Scope of Service     |
|                                           | <u>      </u> Time of Performance |
|                                           | <u>  X  </u> Compensation         |
| Yin Yu / (206) 477-5016                   | <u>  X  </u> Method of Payment    |
|                                           | <u>      </u>                     |

### PURPOSE

The purpose of this Amendment is to: a) extend Exhibit I to December 31, 2024; b) add \$3,198,944 to Exhibit I, and c) update Exhibit I GACB and Compensation and Method of Payment language.

#### A. STANDARD CONTRACT CHANGES

Change funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$891,520      | 04/01/2022 - 12/31/2022 |
| COUNTY          | \$3,198,944    | 01/01/2023 - 12/31/2024 |
| TOTAL           | \$4,090,464    | 04/01/2022 - 12/31/2024 |

#### B. EXHIBIT CHANGES

##### 1. Exhibit I, Section I. STATEMENT OF WORK, is replaced with the following:

RVC (Contractor) shall act as a fiscal sponsor and doing business for Restorative Community Pathways (RCP) Youth Steering Committee (YSC) to perform the services described in this Exhibit to otherwise comply with the obligations and duties as set forth in this Exhibit. King County Department of Community and Human Services (DCHS) shall be identified as a third-party beneficiary in any subcontracts the Contractor enters into to advance the work described in this Exhibit.

The YSC shall provide leadership to the RCP Consortium in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed **\$4,090,464** for the Exhibit Period April 1, 2022 through December 31, 2024:

- A. \$3,198,944 for expenses incurred between January 1, 2023 and December 31, 2024; and  
 B. \$891,520 for expenses incurred between April 1, 2022 and December 31, 2022.

2. Exhibit I, Section III. DEFINITIONS, Subsections D., F.. and Q. are deleted and replaced with the following, which also adds new Subsections. All other Subsections are renumbered and alphabetized accordingly:

**Communications Coordinator:** The Communications Coordinator is responsible for maintaining all public relations for RCP. Public relations is grounded in community relationship building with schools, parents, restorative justice organizations outside of the consortium, and involved community interested parties and beyond. The Communications Coordinator shall communicate RCP core values, principles, and statement of purpose throughout all social media platforms, programming, and events coordination ensuring the values of RCP are being accurately and consistently withheld across all interactions outside of the consortium. The Communications Coordinator is also responsible for coordinating fundraising events as well as seeking out and managing grant opportunities for RCP.

**Community Consortium Coordinator:** The Community Consortium Coordinator works directly with the YSC, Community Navigators, and community organizations to foster caring and accountable relationships to best support youth, families, and community members coming to RCP. This role shall promote relationship building and cross-collaboration between organizations, supporting in areas such as cross-skill building, evaluations, etc. This role shall support the facilitation of meetings between navigators, organizations, and the YSC, as well as processes of feedback and accountability as needed. This role shall continue to build relationships with community members and community organizations throughout the county.

**Community Navigators:** The Community Navigator shall be responsible for collaborating with and guiding individuals referred away from the criminal legal system by the King County Prosecuting Attorney's office to RCP. This role shall work to build empathetic relationships and work with individuals to formulate a support plan and provide community support that best serves the unique goals and needs of that individual, centering on principles of restorative justice and healing. Individuals participating in RCP will mostly be youth, as well as individuals that experienced harm (ranging from youth to adults).

**Direct Support Staff Care Coordinator:** The Direct Support Staff Care Coordinator shall be responsible for building and maintaining the capacity, support, and work of direct support staff. This role shall develop processes of accountability, case management, and care with a team of 20+ direct support staff across seven organizations, with the support of other RCP staff, RCP's YSC, and consortium organizations. This role calls for an individual who is reflexive on concerns of lateral power, creating grounded accountability processes, and challenging traditional case management models present in direct service work.

**Finance Coordinator:** The Finance Coordinator shall be responsible for stewarding and communicating the overall budget and reviewing consortium funding, risks, and losses, and supporting fiscal needs across the RCP Consortium. The Finance Coordinator shall oversee the distribution of the the Youth and Families Fund, Restitution Fund, and RCP's internal Operations Fund, and ensure spending across the consortium is in alignment with RCP principles.

**Youth Steering Committee (YSC):** The central, decision-making body of RCP consisting of approximately six youth from across King County, representative of the geographic and racial disparities present in the county. The YSC shall be responsible for development of the RCP process after program launch and shall include partnering with RCP Consortium in the

selection and oversight of Community Navigators. YSC shall be responsible in major decision making in terms of the direction of RCP, hold a central role in supporting community evaluations of RCP, and support in the distribution of funds. YSC shall also work in accountable relationships with community organizations to ensure that the work of RCP continues to be rooted in youth liberation and healing not punishment. The YSC shall consist of youth from the RCP Workgroups and shall ultimately include youth who have gone through the RCP process.

3. Exhibit I, Section IV. PROGRAM DESCRIPTION, Sub-Sections A.1. and A.3. are replaced with the following:

1. Maintain staff that shall include one full-time equivalent Community Consortium Coordinator, one full-time equivalent Referral Administrator, one full-time equivalent Communication Coordinator, one full-time equivalent Finance Coordinator, one full-time equivalent Direct Support Staff Care Coordinator, and seven full-time equivalent Community Navigators;

3. Administer funds for Youth and Family Fund and Restitution Fund.

4. Exhibit I, Section IV. PROGRAM DESCRIPTION, Sub-Section B. Program Activities and Requirements, Sub-Section 2. iv. is remove

iv. The Contractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model and/or the YSC's leadership.

5. Exhibit I, Section IV. PROGRAM DESCRIPTION, Sub-Section B. Program Activities and Requirements, Sub-Section 3. iv. is removed.

6. Exhibit I, Section IV. PROGRAM DESCRIPTION, Sub-Section B. Program Activities and Requirements, 4. is replaced with the following:

4. In order to increase organization agency and decrease barriers, King County is piloting a new process that shifts coordination directly to the Contractor. As part of this pilot process, King County is adding Grant Application/Capacity Building (GACB) funds to this Contract for the Contractor to select any GACB consultant that best meet the Contractor's needs in alignment with the terms of this Exhibit.

- i. The GACB budget may be spent on consultant services, Contractors shall pay consultants at a rate of \$175 per hour when utilizing funds from this Exhibit. Contractors may compensate consultants at a rate higher than \$175 per hour, but shall not use County funds to pay the difference.
- ii. The Contractor shall obtain prior written approval before beginning work with a GACB consultant, and shall process all requests, approvals, and invoicing solely through the GACB team: Reginald Cole, RCole@kingcounty.gov, and Amy Pak, apak@kingcounty.gov.

4. Exhibit I, Section VII. REPORTING REQUIREMENTS, Sub-Section C. and D. are removed and replaced as follows:

- C. If the Contractor issues cash value cards, the Contractor shall create and maintain a cumulative cash value cards tracking log, along with supporting documentation of cash value card distribution. Copies of receipts of all purchases of cash value cards, or other goods with monetary value, shall be retained and readily available for King County's request to review.

5. Exhibit I, Section VIII. COMPENSATION AND METHOD OF PAYMENT, is replaced with the following:

A. Payment to the Contractor

1. Payment for activities described in this Exhibit shall be based on meeting the program requirements outlined in this Exhibit.
2. The Contractor shall provide financial reports regarding budget to actuals and detail expenditures related to program activities as described in Subsection VIII.B. below.

B. Financial Reporting

The Contractor shall provide quarterly actual expenditures for this Exhibit in the form of a general ledger report or financial transaction report from the Contractor's financial system as well as a budget to actuals report related to activities outlined in this Contract. The budget to actuals template shall be provided by the County and shall be submitted on a quarterly basis beginning Q2 2023 and each quarter thereafter. If the County's compensation to the Contractor is more than actual expenditures to date, the County may: 1) adjust the amount of compensation more than actual expenditures against one or more future payment (such as reducing, pausing, or skipping payment); or 2) require that the Contractor submit a plan stating how excess payments will be applied to program purposes (plan must be approved in writing by the County). The County, in its sole discretion, will determine whether Contractor's actual reported expenditures are allowable. The County's decisions regarding how excess payments by the County will be treated under this Section are final. The County reserves the right to recapture unspent funds.

C. Billing Invoice Package

1. The Contractor shall maintain fiscal records, which clearly identify expenditures made by the Contractor to perform the services and activities described in this Exhibit, and then summarize these expenditures per line item as identified in the attached budget (Attachment A). The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit.

2. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.
  3. The Contractor shall submit a monthly Billing Invoice Package (BIP) that consists of: 1) an invoice in a format provided by the County reflecting a set monthly payment amount of **\$133,081** for the timeframe of January 1, 2023 – December 31, 2024 as described in this Section VIII. The BIP is due by the 15th of the following month.
  4. If the Contractor fails to submit any of the reporting requirements, the current invoice and future invoices shall not be paid until the Contractor submits all required reports, records, deliverables, and other documentation described in this Exhibit.
  5. The final invoice shall be received no later than January 15, 2025.
  6. Invoices shall be submitted via ZoomGrants to: Yin Yu, Program Manager, King County.
  7. Ongoing funding for the full term of this Exhibit shall be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in the Contract and this Exhibit.
6. Exhibit IV, Attachment A- BUDGET is replaced with a new Attachment-A Budget attached below.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

DocuSigned by:

*Christian Diaz*

B96A8D03E2A04A8...

King County Executive

6/14/2023

Date

FOR

RVC SEATTLE

DocuSigned by:

*JoJo Gaon*

C67B7250F4D44BB...

Signature

JoJo Gaon

NAME (Please type or print)

6/14/2023

Date

**ATTACHMENT A  
 CONTRACT 6316703, EXHIBIT I  
 RVC – RCP YOUTH STEERING COMMITTEE  
 RESTORATIVE COMMUNITY PATHWAYS  
 EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

| <b>Item</b>                                                               | <b>Budgeted Amount</b> |
|---------------------------------------------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>                                           | \$2,351,727            |
| <b>Operating Costs</b>                                                    |                        |
| <b>Consultants/Sub-Contractors</b>                                        | \$5,000                |
| <b>Administrative Costs</b>                                               | \$342,217              |
| <b>Participant Costs</b>                                                  | \$500,000              |
| <b>Total Amount Available:<br/>Set Monthly Payment Amount (\$133,081)</b> | <b>\$3,198,944</b>     |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.



Department of Community and Human Services  
Children, Youth and Young Adults Division

### CONTRACT AMENDMENT

DCHS / Children, Youth and Young Adults Division Contract No. 6316703

Project/Program Name Amendment 1 for CPA Number 6316703 - SOW: 2

Contractor RVC Seattle Amendment No. 2

Address 1225 S. Weller St Suite 400, Seattle, WA 98144, United States

### PURPOSE OF AMENDMENT

The purpose of this amendment is to: 1) add \$395,642 to Exhibit I with \$50,000 to Consultant/Sub-Contractor for professional development and \$20,000 for Grant Application and Capacity Building (GACB) for a new total Contract amount of \$4,486,106; 2) amend the Compensation and Method of Payment section to add a one-month advancement payment; and 3) amend the Contract End Date to December 31, 2024 to correct an administrative error in Amendment 1.

### A. FUNDING SOURCE/TABLE CHANGES

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$891,520      | 04/01/2022 - 12/31/2022 |
| COUNTY          | \$3,198,944    | 01/01/2023 - 12/31/2024 |
| COUNTY          | \$395,642      | 01/01/2023 - 12/31/2024 |
| TOTAL           | \$4,486,106    | 04/01/2022 - 12/31/2024 |

### B. STANDARD TERMS AND CONDITIONS CHANGES

1. Increase the Contract Amount to \$4,486,106.
2. Change the Contract Period end date to December 31, 2024.
3. Amend Section 2.A., Contract Term, to read as follows:

A. This Contract shall begin on 04/01/2022, and shall terminate on 12/31/2024, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

### C. EXHIBIT CHANGES

1. **Exhibit I, Section I. STATEMENT OF WORK, is replaced with the following:**

RVC (Contractor) shall act as a fiscal sponsor for doing business through its Restorative Community Pathways (RCP) program to perform the services described in



this Exhibit and otherwise comply with the obligations and duties as set forth in this Exhibit. King County Department of Community and Human Services (DCHS) shall be identified as a third-party beneficiary in any subcontracts the Contractor enters into to advance the work described in this Exhibit.

RCP shall be led by a designated Project Coordinator and Project Board, as set forth in and subject to the rights of RVC in the Fiscal Sponsorship Agreement between RVC and RCP, establishing RCP as a fiscally sponsored program of RVC in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not exceed \$4,486,106 for the Exhibit Period April 1, 2022 through December 31, 2024:

- A. \$3,594,586 for expenses incurred between January 1, 2023 and December 31, 2024; and
- B. \$891,520 for expenses incurred between April 1, 2022 and December 31, 2022.

**2. Exhibit I, Section II. BACKGROUND AND LEADING WITH EQUITY, the last paragraph is removed and replaced with the following:**

RCP shall be the coordinating body of the RCP Consortium. RCP shall be led by a designated Project Coordinator and Project Board, as set forth in and subject to the rights of RVC in the Fiscal Sponsorship Agreement between RVC and RCP. The Youth Steering Committee is currently designated as the Project Board for RCP.

**3. Exhibit I, Section III.D., is removed and replaced with the following:**

**D. RCP Program Coordinator:** Works directly with the YSC and RCP Consortium to foster caring and accountable relationships to best support youth, families, and community members coming to RCP. This role shall promote relationship-building and cross-collaboration between organizations, supporting in areas such as cross-skill building, evaluations, and managing the day-to-day operations of RCP, etc.. The RCP Program Coordinator shall support the facilitation of meetings as well as processes of feedback and accountability as needed. This role additionally shall continue to build relationships with community members and community organizations throughout the County.

**4. Exhibit I, Section III.Q., is removed and replaced with the following:**

**Q. Youth Steering Committee (YSC):** The designated Project Board of RCP, as set forth in and subject to the rights of RVC in the Fiscal Sponsorship Agreement between RVC and RCP. YSC consists of approximately youth from across King County, representative of the geographic and racial disparities present in the County. They also are working in accountable relationship with community organizations to ensure that RCP's work continues to be rooted in youth liberation and healing rather than punishment. The YSC shall consist of youth from the RCP Workgroups and shall include youth who have gone through the RCP process.

**5. Exhibit I, Section IV., PROGRAM DESCRIPTION, paragraphs one and two are removed and replaced with the following:**

The Contractor shall serve as the fiscal sponsor to RCP to provide oversight, guidance, information, resources, and support for RCP; compensate RCP members for their

work; and administer the Operations Fund, Restitution Fund, and Youth and Families Fund.

The Contractor shall support RCP's work with Community Navigators and RCP Consortium to create an experience based in agency, choice, healing, and restoration for folks who participate in RCP. YSC's main purpose is to support Community Navigators and RCP Consortium to be collectively accountable to the standard that has been set by RCP Core Principles. YSC shall work to provide a caring and trusting environment with other youth and community members that engage with RCP.

**6. Exhibit I, Section IV.A.1., is removed and replaced with the following:**

1. The Contractor shall maintain staff that shall include one full-time equivalent RCP Program Coordinator, one full-time equivalent Referral Administrator, one full-time equivalent Communication Coordinator, one full-time equivalent Finance Coordinator, one full-time equivalent Direct Support Staff Care Coordinator, and seven full-time equivalent Community Navigators;

**7. Exhibit I, Section IV.B.1, Fiscal Sponsorship Activities, all references to "YSC" are replaced with "RCP" and all references to "Community Consortium Coordinator" are replaced with "RCP Project Coordinator".**

**8. Exhibit I, Section IV.B.2.iv. is removed and replaced with the following:**

iv. The Contractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model. The Contractor shall provide an explanation and obtain written approval from County staff before making any program changes that diverge from the RCP model.

**9. Exhibit I, Section VIII.C.3. is removed and replaced with the following:**

3. The Contractor shall submit a monthly Billing Invoice Package (BIP) that consists of: 1) an invoice in a format provided by the County reflecting a set monthly payment amount of **\$133,081** for the timeframe of January 2023 – April 2024; \$186,744.14 May – October 2024, and \$186,744.15 for November 2024 and 2) other documentation described in this Section VIII. The BIP is due by the 15th of the following month.

**10. Exhibit I, Section VIII.C. adds Subsection 8, as follows:**

8. To ensure the Contractor has sufficient funds to accomplish the initial deliverables and performance commitments for this project, the Contractor shall receive an advance payment of **\$133,081** upon execution of the Contract and DCHS's receipt of an invoice. The Contractor shall use these funds as a one-month reserve in order to manage regular costs incurred for the work as described in this Exhibit.

i. If DCHS finds that the Contractor's funds received in advance for expenditures have not been spent, have been spent on expenses that are not eligible for reimbursement, or have been spent on expenses that do not contain sufficient documentation for reimbursement, DCHS may request repayment from the Contractor for this portion of funds.

ii. Except as noted above, the Contractor shall reimburse the Subcontractor upon payment of actual expenditures pursuant to the services as described in this Exhibit,

acceptance by DCHS that expenditures are eligible for reimbursement, and sufficient documentation has been submitted, and receipt of an invoice in a format to be provided to the Contractor by DCHS.

**11. Exhibit I, Attachment A, is removed and replaced with a new Attachment A, attached.**

All other terms and conditions of this Contract and the attached Exhibit(s) remain unchanged and in full force and effect. All capitalized terms not otherwise defined in this Amendment have the meaning ascribed to them in the Contract or Exhibit.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

RVC Seattle

Signed by:

*Sheila Rter Capestany*

EB1AA63B4A65446...

FOR King County Executive

7/31/2024

Date

DocuSigned by:

*Kristine Maramot*

DB38DE0E188E4BA...

Signature

Kristine Maramot

NAME (Please type or print)

7/31/2024

Date

**ATTACHMENT A**

**CONTRACT 6316703, EXHIBIT I**  
**RVC RCP FISCAL SPONSORSHIP**  
**RESTORATIVE COMMUNITY PATHWAYS**  
**EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**  
**RESTORATIVE COMMUNITY PATHWAYS**

**BUDGET**

| <b>Item</b>                                                                                                                  | <b>Budgeted Amount</b> |
|------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>                                                                                              | \$2,204,473            |
| <b>Consultants / Sub-Contractors</b>                                                                                         | \$125,000              |
| <b>Participant Costs</b>                                                                                                     | \$653,395              |
| <b>Operating Costs</b>                                                                                                       | \$227,580              |
| <b>Administrative Costs</b>                                                                                                  | \$384,138              |
| <b>Total Budgeted Amount:</b><br><b>Set Monthly Payment Amount (2024 May-Oct:</b><br><b>\$186,744.14; Nov: \$186,744.15)</b> | <b>\$3,594,586</b>     |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.

# Appendix D: King County Department of Community and Human Services Contracts and Amendments 2023-2024



Department of Community and Human Services  
Children, Youth and Young Adults Division

## CONTRACT AMENDMENT

DCHS / Children, Youth and Young Adults Division Contract No. 6206904

Project/Program Name Amendment 10 for Contract 6206904

Contractor RVC Seattle / Collective Justice Amendment No. 10

Address 1225 S. Weller St Suite 400, Seattle, WA 98144

## PURPOSE OF AMENDMENT

The purpose of this Amendment is to: a) add \$123,957 to Exhibit II and an additional \$10,000 to GACB for a new Exhibit II total of \$974,182.

### A. FUNDING SOURCE/TABLE CHANGES

| FUNDING SOURCES NAME           | FUNDING SOURCES TYPE | FUNDING LEVELS   | EFFECTIVE DATES         |
|--------------------------------|----------------------|------------------|-------------------------|
| Employment Education Resources | County               | \$360,233        | 10/01/2021 - 12/31/2022 |
| Employment Education Resources | County               | \$479,992        | 01/02/2023 - 12/31/2024 |
| Employment Education Resources | County               | \$133,957        | 01/02/2023 - 12/31/2024 |
| <b>TOTAL</b>                   |                      | <b>\$974,182</b> |                         |

### B. EXHIBIT CHANGES

- Exhibit II, Section I. the STATEMENT OF WORK is removed and replaced with the following:

The RVC, ("Contractor") shall subcontract with Collective Justice, "Subcontractor" to perform the services described in this Exhibit, and to otherwise comply with the obligations and duties as set forth in this Exhibit. King County Department of Community and Human Services (DCHS) shall be identified as a third-party beneficiary of the Contractor's subcontract with Subcontractor.

The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not to exceed \$974,182 for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- \$613,949 for expenses incurred between January 1, 2023 and December 31, 2024; and
- \$360,233 for expenses incurred between October 1, 2021 and December 31, 2022.

2. Exhibit II, Section VIII. COMPENSATION AND METHOD OF PAYMENT, C. Billing Invoice Package, 3. is replaced with the following:

3. The Contractor shall submit a Billing Invoice Package (BIP) that consists of: 1) an invoice in a format provided by the County reflecting a set monthly payment amount of **\$19,791** for the timeframe of January 2023 – November 2023, **\$19,795** for December 2023; **\$30,121** for January 2024 – November 2024, and **\$30,122** for December 2024; and 2) other documentation described in this Section VIII. The BIP is due by the 15th of the following month.

3. Exhibit II, Attachment A – BUDGET is removed and replaced with a new Attachment A – BUDGET, attached below the signature line.

All other terms and conditions of this Contract and the attached Exhibit(s) remain unchanged and in full force and effect. All capitalized terms not otherwise defined in this Amendment have the meaning ascribed to them in the Contract or Exhibit.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

RVC Seattle

DocuSigned by:

*Christian Diaz*

866A8D03E2A9428...

FOR King County Executive

DocuSigned by:

*[Signature]*

DB38DE0E186E4BA...

Signature

1/9/2024

Date

Kristine Maramot

NAME (Please type or print)

1/8/2024

Date

DocuSigned by:

*Jessica Rock*

78344264CE244B8...

Jessica Rock

1/9/2024

**ATTACHMENT A  
CONTRACT 6206904, EXHIBIT II  
COLLECTIVE JUSTICE  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

**BUDGET**

| <b>Item</b>                          | <b>Budgeted Amount</b> |
|--------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>      | \$451,844              |
| <b>Consultants / Sub-Contractors</b> | \$15,000               |
| <b>Participant Costs</b>             | \$7,500                |
| <b>Operating Costs</b>               | \$26,000               |
| <b>Administrative Costs</b>          | \$113,605              |
| <b><u>Total Budgeted Amount</u></b>  | \$613,949              |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.



Department of Community and Human Services  
Children, Youth and Young Adults Division

### CONTRACT AMENDMENT

DCHS / Children, Youth and Young Adults Division Contract No. 6242292

Project/Program Name Amendment 2 for Contract 6242292

Contractor Community Leaders Roundtable of Seattle Amendment No. 2

Address Choose 180, 1416 SW 151st ST, Burien, WA 98166

### PURPOSE OF AMENDMENT

The purpose of this amendment is to:

- a) add \$188,674 to Exhibit I and an additional \$10,000 to GACB for a new Exhibit I total of \$1,024,620.

### A. FUNDING SOURCE/TABLE CHANGES

| FUNDING SOURCES NAME           | FUNDING SOURCES TYPE | FUNDING LEVELS     | EFFECTIVE DATES         |
|--------------------------------|----------------------|--------------------|-------------------------|
| Employment Education Resources | County               | \$438,366          | 10/01/2021 - 12/31/2022 |
| Employment Education Resources | County               | \$387,580          | 01/02/2023 - 12/31/2024 |
| Employment Education Resources | County               | \$198,674          | 01/02/2023 - 12/31/2024 |
| <b>TOTAL</b>                   |                      | <b>\$1,024,620</b> |                         |

### B. EXHIBIT CHANGES

1. Exhibit I, Section I. the STATEMENT OF WORK is replaced with the following:

Community Leaders Roundtable of Seattle, Choose 180, "Contractor" shall provide support for the youth and community members and participating in RCP Consortium (the network of RCP contractors collaboratively working together to offer services that support and guide system-involved youth, and their families through the RCP process to build trusting and accountable relationships) in accordance with the terms and conditions described herein.



The total amount of reimbursement pursuant to this Exhibit shall not to exceed \$1,024,620 for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- A. \$586,254 for expenses incurred between January 1, 2023 and December 31, 2024; and
  - B. \$438,366 for expenses incurred between October 1, 2021 and December 31, 2022.
2. Exhibit I, Attachment A- BUDGET is replaced with a new Attachment-A Budget attached below the signature line.

All other terms and conditions of this Contract and the attached Exhibit(s) remain unchanged and in full force and effect. All capitalized terms not otherwise defined in this Amendment have the meaning ascribed to them in the Contract or Exhibit.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

Community Leaders Roundtable of Seattle

DocuSigned by:

*Christian Diaz*

B00A8D03E2A94A8...

FOR King County Executive

DocuSigned by:

*Tascha Johnson*

C94757254ECC4A0...

Signature

1/16/2024

Date

Tascha Johnson

NAME (Please type or print)

1/16/2024

Date

**ATTACHMENT A**

**CONTRACT 6242292, EXHIBIT I  
 COMMUNITY LEADERS ROUNDTABLE OF SEATTLE  
 RESTORATIVE COMMUNITY PATHWAYS  
 EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

**BUDGET**

| <b>Item</b>                          | <b>Budgeted Amount</b> |
|--------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>      | \$469,389              |
| <b>Consultants / Sub-Contractors</b> | \$15,000               |
| <b>Participant Costs</b>             | \$33,500               |
| <b>Operating Costs</b>               | \$13,066               |
| <b>Administrative Costs</b>          | \$55,299               |
| <b><u>Total Budgeted Amount</u></b>  | \$586,254              |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.



Department of Community and Human Services  
Children, Youth and Young Adults Division

### CONTRACT AMENDMENT

DCHS / Children, Youth and Young Adults Division Contract No. 6210074

Project/Program Name Amendment 6 for Contract# 6210074

Contractor Congolese Integration Network Amendment No. 6

Address 19550 INTERNATIONAL BLVD STE 103, SEATAC, WA 98188, United States

### PURPOSE OF AMENDMENT

The purpose of this Amendment is to: a) add \$148,215 to Exhibit III and additional \$10,000 to GACB for a new Exhibit III total of \$895,774.

### A. FUNDING SOURCE/TABLE CHANGES

| FUNDING SOURCES NAME |           | FUNDING SOURCES TYPE | FUNDING LEVELS   | EFFECTIVE DATES         |
|----------------------|-----------|----------------------|------------------|-------------------------|
| Employment Resources | Education | County               | \$236,959        | 10/01/2021 - 12/31/2022 |
| Employment Resources | Education | County               | \$500,600        | 01/02/2023 - 12/31/2024 |
| Employment Resources | Education | County               | \$158,215        | 01/02/2023 - 12/31/2024 |
| <b>TOTAL</b>         |           |                      | <b>\$895,774</b> |                         |

### B. EXHIBIT CHANGES

- Exhibit III, Section I. STATEMENT OF WORK, is removed and replaced with the following:

Congolese Integration Network, "Contractor" shall provide support for the youth and community members and participating in Restorative Community Pathways (RCP) in accordance with the terms and conditions described herein.

The total amount of reimbursement pursuant to this Exhibit shall not to exceed **\$895,774** for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- **\$658,815** for expenses incurred between January 1, 2023 and December 31, 2024; and

- **\$236,959** for expenses incurred between October 1, 2021 and December 31, 2022.
2. Exhibit III, Section VIII. COMPENSATION AND METHOD OF PAYMENT, C. Billing Invoice Package, section 3. is replaced with the following:  
  
3. The Contractor shall submit a monthly Billing Invoice Package (BIP) that consists of: 1) an invoice in a format provided by the County reflecting a set quarterly payment amount of **\$56,787.50** for the timeframe of January 2023 – December 2023 and **\$93,841.25** January 2024 – December 2024 and 2) other documentation described in this Section VIII. The BIP is due by the 15th of the following month.
  3. Exhibit III, Attachment A- BUDGET is replaced with a new Attachment-A Budget attached below the signature line.

All other terms and conditions of this Contract and the attached Exhibit(s) remain unchanged and in full force and effect. All capitalized terms not otherwise defined in this Amendment have the meaning ascribed to them in the Contract or Exhibit.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

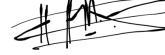
Congolese Integration Network

DocuSigned by:  
  
B86A8D03E2A94A8...

FOR King County Executive

1/13/2024

Date

DocuSigned by:  
  
1C878A79B955440...

Signature

Floribert Mubalama

NAME (Please type or print)

1/13/2024

Date

**ATTACHMENT A**

**CONTRACT 6210074, EXHIBIT III  
 CONGOLESE INTEGRATION NETWORK  
 RESTORATIVE COMMUNITY PATHWAYS  
 EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

**BUDGET**

| <b>Item</b>                          | <b>Budgeted Amount</b> |
|--------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>      | \$545,632              |
| <b>Consultants / Sub-Contractors</b> | \$15,000               |
| <b>Participant Costs</b>             | \$25,288               |
| <b>Operating Costs</b>               | \$30,655               |
| <b>Administrative Costs</b>          | \$42,240               |
| <b><u>Total Budgeted Amount</u></b>  | \$658,815              |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.



Department of Community and Human Services  
Children, Youth and Young Adults Division

### CONTRACT AMENDMENT

DCHS / Children, Youth and Young Adults Division Contract No. 6206904

Project/Program Name Amendment 12 for Contract# 6206904

Contractor RVC Seattle / Creative Justice Amendment No. 12

Address 1225 S. Weller St Suite 400, Seattle, WA 98144, United States

### PURPOSE OF AMENDMENT

The purpose of this Amendment is to add \$93,749 to Exhibit III Creative Justice for a Community Navigator and \$12,000 to Participant Cost for transportation costs for a new Exhibit III total of \$1,349,266.

### A. FUNDING SOURCE/TABLE CHANGES

| FUNDING SOURCES                | FUNDING LEVELS     | EFFECTIVE DATES                 |
|--------------------------------|--------------------|---------------------------------|
| Employment Education Resources | \$412,000          | 10/01/2021 to 12/31/2022        |
| Employment Education Resources | \$455,568          | 01/01/2023 to 12/31/2024        |
| Employment Education Resources | \$387,949          | 01/01/2023 to 12/31/2024        |
| Employment Education Resources | \$93,749           | 01/01/2023 to 12/31/2024        |
| <b>TOTAL</b>                   | <b>\$1,349,266</b> | <b>10/01/2021 to 12/31/2024</b> |

### B. EXHIBIT CHANGES

- Exhibit III, Section I. STATEMENT OF WORK, is replaced with the following:

RVC (Contractor) shall act as a fiscal sponsor and subcontract with Creative Justice (Subcontractor) to perform the services described in this Exhibit unless otherwise identified as the responsibility of the Contractor, and to otherwise comply with the obligations and duties as set forth in this Exhibit. King County Department of Community and Human Services (DCHS) shall be identified as a third party beneficiary of the Contractor's subcontract with Subcontractor.

The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of

\$1,349,266 for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- \$937,266 for expenses incurred between January 1, 2023 and December 31, 2024; and
  - \$412,000 for expenses incurred between October 1, 2021 and December 31, 2022.
2. Exhibit III, Section III. DEFINITIONS, adds new Subsection E. and all other Subsections are renumbered and alphabetized accordingly:
- E. **Community Navigator:** The Community Navigator shall be responsible for collaborating with and guiding individuals referred away from the criminal legal system by the King County Prosecuting Attorney's office to RCP. This role shall work to build empathetic relationships and work with individuals to formulate a support plan and provide community support that best serves the unique goals and needs of that individual, centering on principles of restorative justice and healing. Individuals participating in RCP will mostly be youth, as well as individuals that experienced harm (ranging from youth to adults).
3. Exhibit III, Attachment A - BUDGET is removed and replaced with a new Attachment A – Budget, attached following the signature line.

All other terms and conditions of this Contract and the attached Exhibit(s) remain unchanged and in full force and effect. All capitalized terms not otherwise defined in this Amendment have the meaning ascribed to them in the Contract or Exhibit.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

RVC Seattle

DocuSigned by:

*Christian Diaz*

B86A8D03E2A84A8

For King County Executive

DocuSigned by:

*Kristine Maramot*

DB38DE0E186E4BA...

Signature

5/10/2024

Date

Kristine Maramot

NAME (Please type or print)

5/10/2024

Date

**ATTACHMENT A**

**CONTRACT 6206904, EXHIBIT III  
CREATIVE JUSTICE  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

| <b>Item</b>                        | <b>Budgeted Amount</b> |
|------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>    | \$738,812              |
| <b>Consultants/Sub-Contractors</b> | \$15,000               |
| <b>Participant Costs</b>           | \$63,200               |
| <b>Operating Costs</b>             | \$15,103               |
| <b>Administrative Costs</b>        | \$105,151              |
| <b>Total Amount Available:</b>     | <b>\$937,266</b>       |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.





Department of Community and Human Services  
Children, Youth and Young Adults Division

### CONTRACT AMENDMENT

DCHS / Children, Youth and Young Adults Division Contract No. 6206904

Project/Program Name Amendment 10 Exhibit III

Contractor RVC Seattle / Creative Justice Amendment No. 11

Address 1225 S. Weller St Suite 400, Seattle, WA 98144, United States

### PURPOSE OF AMENDMENT

The purpose of this Amendment is to: a) add \$377,949 to Exhibit III Creative Justice and additional \$10,000 for GACB for a new Exhibit III total of \$1,255,517, and b) update Section VIII.

### COMPENSATION AND METHOD OF PAYMENT

#### A. FUNDING SOURCE/TABLE CHANGES

| FUNDING SOURCES NAME |           | FUNDING SOURCES TYPE | FUNDING LEVELS     | EFFECTIVE DATES         |
|----------------------|-----------|----------------------|--------------------|-------------------------|
| Employment Resources | Education | County               | \$412,000          | 10/01/2021 - 12/31/2022 |
| Employment Resources | Education | County               | \$455,568          | 01/02/2023 - 12/31/2024 |
| Employment Resources | Education | County               | \$387,949          | 01/02/2023 - 12/31/2024 |
| <b>TOTAL</b>         |           |                      | <b>\$1,255,517</b> |                         |

#### B. EXHIBIT CHANGES

- Exhibit III, Section I. STATEMENT OF WORK, is replaced with the following:

RVC (Contractor) shall act as a fiscal sponsor and subcontract with Creative Justice (Subcontractor) to perform the services described in this Exhibit unless otherwise identified as the responsibility of the Contractor, and to otherwise comply with the obligations and duties as set forth in this Exhibit. King County Department of Community and Human Services (DCHS) shall be identified as a third-party beneficiary of the Contractor's subcontract with Subcontractor.

The Subcontractor shall provide support for the youth and community members participating in RCP in accordance with the terms and conditions described herein. The total amount of

reimbursement pursuant to this Exhibit shall not to exceed **\$1,255,517** for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- **\$843,517** for expenses incurred between January 1, 2023 and December 31, 2024; and
- **\$412,000** for expenses incurred between October 1, 2021 and December 31, 2022.

2. Exhibit III, Section VIII.C. COMPENSATION AND METHOD OF PAYMENT, is removed and replaced, and Section VIII.D. is added as follows:

The Contractor shall submit a Billing Invoice Package monthly that consists of an invoice statement and other reporting requirements as stated in Section VI. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within fifteen days after the end of each month.

C. Billing Invoice Package

1. The Contractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).
2. The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit.
3. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.
4. If the Contractor does not submit any of the reporting requirements as stated in Section VI. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor submits all required paperwork based on King County's discretion.
5. The final invoice of 2024 shall be received no later than January 15, 2025.
6. Invoices shall be submitted via ZoomGrants to: Yin Yu, Program Manager, King County.
7. The Contractor shall submit a general ledger/expenditure detail report listing monthly costs claimed on each invoice.
8. Ongoing funding for the full term of this Exhibit shall be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in the Contract and this Exhibit.

D. Method of Payment

1. The Contractor shall be paid on a cost-reimbursable basis according to the attached budget (Attachment A).
2. The County shall allow a ten percent discretion within line items among budget items.

3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.

3. Exhibit III, Attachment A- BUDGET is removed and replaced with a new Attachment-A Budget attached below the signature line.

All other terms and conditions of this Contract and the attached Exhibit(s) remain unchanged and in full force and effect. All capitalized terms not otherwise defined in this Amendment have the meaning ascribed to them in the Contract or Exhibit.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

RVC Seattle

DocuSigned by:  
  
B86A8D03E2A94A8  
FOR King County Executive

2/12/2024  
Date

DocuSigned by:  
  
DB38DE0E186E4BA...  
Signature

Kristine Maramot  
NAME (Please type or print)  
2/5/2024  
Date

DocuSigned by:  
  
DB38DE0E186E4BA...  
Kristine Maramot  
2/12/2024

**ATTACHMENT A**

**CONTRACT 6206904, EXHIBIT III  
CREATIVE JUSTICE  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

**BUDGET**

| <b>Item</b>                          | <b>Budgeted Amount</b> |
|--------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>      | \$665,822              |
| <b>Consultants / Sub-Contractors</b> | \$15,000               |
| <b>Participant Costs</b>             | \$51,200               |
| <b>Operating Costs</b>               | \$15,103               |
| <b>Administrative Costs</b>          | \$96,392               |
| <b>Total Amount</b>                  | \$843,517              |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.



Department of Community and Human Services  
Children, Youth and Young Adults Division

### CONTRACT AMENDMENT

|                           |                                                    |                      |                 |
|---------------------------|----------------------------------------------------|----------------------|-----------------|
| DCHS /                    | <u>Children, Youth and Young Adults Division</u>   | Contract No.         | <u>6103753</u>  |
| Project/Program Name      | <u>Amendment 7 for Contract# 610375</u>            | Amendment Start Date | <u>1/1/2023</u> |
| Amendment No. to Contract | <u>8</u>                                           | Amendment No. to SOW | <u>5</u>        |
| Contractor                | <u>East African Community Services</u>             |                      |                 |
| Address                   | <u>7050 32nd Ave S</u><br><u>Seattle, WA 98118</u> |                      |                 |

### PURPOSE OF AMENDMENT

The purpose of this amendment is to 1) remove (\$113,434) for the period of January 1, 2023 through December 31, 2024; and 2) update staffing in Exhibit IV., Section C. Program Activities and Requirements. As a result of this amendment, the new total Contract Amount is \$1,938,401.

### A. ADDITIONAL OR CHANGED FUNDING ITEMS

| Funding Period          | Fund Source | Funding Allocation |
|-------------------------|-------------|--------------------|
| 01/01/2023 - 12/31/2024 | COUNTY      | -\$113,434         |

### B. CHANGES TO STANDARD TERMS AND CONDITIONS

None.

### C. CHANGES TO STATEMENT OF WORK

#### 1. Exhibit IV, Section I. STATEMENT OF WORK, is replaced with the following:

East African Community Services, "Contractor" shall provide support for the youth and community members and participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not to exceed \$1,556,560 for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- \$1,052,594 for expenses incurred between January 1, 2023 and December 31, 2024; and
- \$503,966 for expenses incurred between October 1, 2021 and December 31, 2022.

2. Exhibit IV, Section IV. PROGRAM DESCRIPTION, C. Program Activities and Requirements, 2. is removed and updated accordingly:

2. The Contractor shall hire four full-time equivalent Community Navigators to serve youth and their families.

3. Exhibit IV, Attachment A- BUDGET is removed and replaced with a new Attachment-A Budget attached below the signature line.

All other terms and conditions of this Contract and the attached Statement of Work (formerly referred to as an Exhibit) remain unchanged and in full force and effect. All capitalized terms not otherwise defined in this amendment have the meaning ascribed to them in the Contract or Statement of Work.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and take effect on the date of the last signature.

KING COUNTY

EAST AFRICAN COMMUNITY SERVICES

DocuSigned by:

*Christian Diaz*

B86A8D83E2A94A8...

FOR King County Executive

Christian Diaz

Date

Signed by:

*Munira Mohamed*

B86C12E4A8134A8...

Signature

Munira Mohamed

NAME (Please type or print)

8/2/2024

Date

**ATTACHMENT A**

**CONTRACT 6103753, EXHIBIT IV  
EAST AFRICAN COMMUNITY SERVICES  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

**BUDGET**

| <b>Item</b>                          | <b>Budgeted Amount</b> |
|--------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>      | \$913,942              |
| <b>Consultants / Sub-Contractors</b> | \$15,000               |
| <b>Participant Costs</b>             | \$5,000                |
| <b>Operating Costs</b>               | \$58,594               |
| <b>Administrative Costs</b>          | \$60,058               |
| <b><u>Total Budgeted Amount</u></b>  | \$1,052,594            |

10 percent discretion within line items is allowed among budget items.

Any changes above 10 percent require approval from the County in advance.



Department of Community and Human Services  
Children, Youth and Young Adults Division

## CONTRACT AMENDMENT

|            |                                                               |                      |                 |
|------------|---------------------------------------------------------------|----------------------|-----------------|
| DCHS /     | <u>Children, Youth and Young Adults Division</u>              | Contract No.         | <u>6103753</u>  |
| Contractor | <u>East African Community Services</u>                        | Amendment No.        | <u>7</u>        |
| Address    | <u>7050 32<sup>nd</sup> Ave S</u><br><u>Seattle, WA 98118</u> | Amendment Start Date | <u>1/1/2023</u> |

### PURPOSE

The purpose of this Amendment is to: a) add \$350,520 to Exhibit IV and additional \$10,000 to GACB for a new Exhibit IV total of \$1,669,994; and b) update Compensation and Method of Payment.

#### A. FUNDING SOURCE/TABLE CHANGES

Change the funding table as follows:

| FUNDING SOURCES | FUNDING LEVELS | EFFECTIVE DATES         |
|-----------------|----------------|-------------------------|
| COUNTY          | \$ 503,966     | 10/01/2021 - 12/31/2022 |
| COUNTY          | \$ 805,508     | 01/01/2023 - 12/31/2024 |
| COUNTY          | \$ 360,520     | 01/01/2023 - 12/31/2024 |
| TOTAL           | \$ 1,669,994   | 10/01/2021 - 12/31/2024 |

#### B. EXHIBIT CHANGES

- Exhibit IV, Section I. the STATEMENT OF WORK is removed and replaced with the following:

East African Community Services, "Contractor" shall provide support for the youth and community members and participating in RCP in accordance with the terms and conditions described herein. The total amount of reimbursement pursuant to this Exhibit shall not to exceed **\$1,669,994** for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- \$1,166,028** for expenses incurred between January 1, 2023 and December 31, 2024; and
- \$503,966** for expenses incurred between October 1, 2021 and December 31, 2022.

- Exhibit I, Section VIII. COMPENSATION AND METHOD OF PAYMENT, A. Billing Invoice Package is removed and replaced and D. Method of Payment is added as follows:



The Contractor shall submit a Billing Invoice Package monthly that consists of an invoice statement and other reporting requirements as stated in Section VI. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within fifteen days after the end of each month.

C. Billing Invoice Package

1. The Contractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).
2. The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.
3. If the Contractor does not submit any of the reporting requirements as stated in Section VI. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor submits all required paperwork based on King County's discretion.
4. The final invoice of 2024 shall be received no later than January 15, 2025.
5. Invoices shall be submitted via ZoomGrants to: Yin Yu, Program Manager, King County.
6. The Contractor shall submit a general ledger/expenditure detail report listing monthly costs claimed on each invoice.
7. Ongoing funding for the full term of this Exhibit shall be contingent on the Contractor's implementation of the program as described, continued funding availability, and other contractual requirements contained in the Contract and this Exhibit.
8. To ensure the Contractor has sufficient funds to accomplish the initial deliverables and performance commitments for this project, the Contractor shall receive an advance payment of **\$33,354.50** upon execution of the Contract and DCHS's receipt of an invoice. The Contractor shall use these funds as a one-month reserve in order to manage regular quarterly costs incurred for the work as described in this Exhibit.
  - i. If DCHS finds that the Subcontractor's funds received in advance for expenditures that have not been spent, or for which the payments are not eligible for reimbursement, or do not contain sufficient documentation, DCHS may request reimbursement from the Subcontractor for this portion of funds.
  - ii. Except as noted above, the Contractor shall reimburse Subcontractor upon payment of actual expenditures pursuant to the services as described in this Exhibit, acceptance by DCHS that expenditures are eligible for reimbursement, and sufficient documentation has been

submitted, and receipt of an invoice in a format to be provided to the Subcontractor by DCHS.

D. Method of Payment

1. The Contractor shall be paid on a cost-reimbursable basis according to the attached budget (Attachment A).
  2. The County shall allow a ten percent discretion within line items among budget items.
  3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.
3. Exhibit IV, Attachment A- BUDGET is removed and replaced with a new Attachment-A Budget attached below the signature line.

All other terms and conditions of this Contract and the attached Exhibit(s) remain unchanged and in full force and effect. All capitalized terms not otherwise defined in this Amendment have the meaning ascribed to them in the Contract or Exhibit.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

East African Community Services

DocuSigned by:  
*Christian Diaz*  
B86A8D03E2A94A8...

FOR King County Executive

DocuSigned by:  
*Munira Mohamed*  
B8CC12E4A0134A9...

Signature

1/10/2024

Date

Munira Mohamed

NAME (Please type or print)

1/10/2024

Date

**ATTACHMENT A**

**CONTRACT 6103753, EXHIBIT IV  
EAST AFRICAN COMMUNITY SERVICES  
RESTORATIVE COMMUNITY PATHWAYS  
EXHIBIT PERIOD: JANUARY 1, 2023 – DECEMBER 31, 2024**

**BUDGET**

| <b>Item</b>                          | <b>Budgeted Amount</b> |
|--------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>      | \$1,027,376            |
| <b>Consultants / Sub-Contractors</b> | \$15,000               |
| <b>Participant Costs</b>             | \$5,000                |
| <b>Operating Costs</b>               | \$58,594               |
| <b>Administrative Costs</b>          | \$60,058               |
| <b><u>Total Budgeted Amount</u></b>  | \$1,166,028            |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance.



Department of Community and Human Services  
Children, Youth and Young Adults Division

### CONTRACT AMENDMENT

DCHS / Children, Youth and Young Adults Division Contract No. 6242287

Project/Program Name Amendment 3 for Contract# 6242287

Contractor Pacific Islander Community Association of Washington Amendment No. 3

Address 643 S 150th St, Burien, WA 98148, United States

### PURPOSE OF AMENDMENT

The purpose of this Amendment is to: a) add \$175,379 to Exhibit I and additional \$10,000 to GACB for a new Exhibit I total of \$1,059,379; and b) update Compensation and Method of Payment.

### A. FUNDING SOURCE/TABLE CHANGES

| FUNDING SOURCES NAME           | FUNDING SOURCES TYPE | FUNDING LEVELS     | EFFECTIVE DATES         |
|--------------------------------|----------------------|--------------------|-------------------------|
| Employment Education Resources | County               | \$449,000          | 10/01/2021 - 12/31/2022 |
| Employment Education Resources | County               | \$425,000          | 01/02/2023 - 12/31/2024 |
| Employment Education Resources | County               | \$185,379          | 01/02/2023 - 12/31/2024 |
| <b>TOTAL</b>                   |                      | <b>\$1,059,379</b> |                         |

### B. EXHIBIT CHANGES

- Exhibit I, Section I. the STATEMENT OF WORK is removed and replaced with the following:

Pacific Islander Community Association of Washington, "Contractor" shall provide support for the youth and community members participating in Restorative Community Pathways (RCP) in accordance with the terms and conditions described herein.

The total amount of reimbursement pursuant to this Exhibit shall not exceed \$1,059,379 for the Exhibit Period October 1, 2021 through December 31, 2024 and funding availability for each year of the Exhibit shall not exceed:

- \$610,379 for expenses incurred between January 1, 2023 and December 31, 2024; and
- \$449,000 for expenses incurred between October 1, 2021 and December 31, 2022.

2. Exhibit I, Section VIII. COMPENSATION AND METHOD OF PAYMENT, C. Billing Invoice Package is removed and replaced and D. Method of Payment is added as follows:

The Contractor shall submit a Billing Invoice Package monthly that consists of an invoice statement and other reporting requirements as stated in Section VI. Reporting Requirements of this Exhibit in a format approved by King County. The Billing Invoice Package is due within fifteen days after the end of each month.

C. Billing Invoice Package

1. The Contractor shall maintain fiscal records, which clearly identify all expenditures related to this Exhibit and then summarize these expenditures per line item as identified in the attached budget (Attachment A).
2. The Contractor shall ensure that any staff time charged to this Exhibit is clearly identified on timesheets as allocated to activities related to this specific Exhibit. The Contractor shall also ensure and document that any indirect costs charged to this Exhibit are based on the proportionate amount of direct Contractor staff time allocated to this Exhibit.
3. If the Contractor does not submit any of the reporting requirements as stated in Section VI. Reporting Requirements, the current invoice and future invoices may not be paid until the Contractor submits all required paperwork based on King County's discretion.
4. The final invoice of 2024 shall be received no later than January 15, 2025.
5. Invoices shall be submitted via ZoomGrants to: Yin Yu, Program Manager, King County.
6. The Contractor shall submit a general ledger/expenditure detail report listing monthly costs claimed on each invoice.

D. Method of Payment

1. The Contractor shall be paid on a cost-reimbursable basis according to the attached budget (Attachment A).
2. The County shall allow a ten percent discretion within line items among budget items.
3. Any budget modification above ten percent of the total budget requires an explanation and written approval by King County in advance.

3. Exhibit IV, Attachment A- BUDGET is replaced with a new Attachment-A Budget attached below the signature line.

All other terms and conditions of this Contract and the attached Exhibit(s) remain unchanged and in full force and effect. All capitalized terms not otherwise defined in this Amendment have the meaning ascribed to them in the Contract or Exhibit.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first above written.

KING COUNTY

Pacific Islander Community Association of Washington

DocuSigned by:  
*Christian Diaz*  
B86A8D03E2A94A8...

FOR King County Executive

1/18/2024

Date

DocuSigned by:  
*Fa'ana Martin*  
18DC4674CDC94FF...

Signature

Fa'ana Martin

NAME (Please type or print)

1/18/2024

Date

**ATTACHMENT A**

**CONTRACT 6242287, EXHIBIT I  
PACIFIC ISLANDER COMMUNITY ASSOCIATION OF WASHINGTON  
RESTORATIVE COMMUNITY PATHWAYS  
JANUARY 1, 2023 – DECEMBER 31, 2024**

**BUDGET**

| <b>Item</b>                          | <b>Budgeted Amount</b> |
|--------------------------------------|------------------------|
| <b>Staff Wages and Benefits</b>      | \$380,907              |
| <b>Consultants / Sub-Contractors</b> | \$15,000               |
| <b>Participant Costs</b>             | \$57,400               |
| <b>Operating Costs</b>               | \$6,000                |
| <b>Administrative Costs</b>          | \$151,072              |
| <b><u>Total Budgeted Amount</u></b>  | \$610,379              |

10 percent discretion within line items is allowed among budget items, which will be tracked on the quarterly budget to actuals reporting.

Any changes above 10 percent require approval from the County in advance