# Cassie Cordell Trueblood, et al., v. Washington State Department of Social and Health Services, et al.
# Case No. C14-1178 MJP

## Trueblood Phase 3 Implementation Plan

**May 31, 2023**

Washington State Health Care Authority

Washington State Department of Social & Health Services
Transforming lives

Criminal Justice Training Commission Washington

## Table of Contents

## Background

All criminal defendants have the constitutional right to assist in their own defense. If a court believes a mental disability may prevent a defendant from assisting in their own defense, the court has the authority to put the criminal case on hold while an evaluation is completed to determine the defendant's competency.

Generally, if the evaluation finds the defendant competent, and the court agrees they are returned to stand trial, and if the court finds the evaluation shows the person is not competent, the court will order the defendant to receive mental health treatment to restore competency.

In April 2015, a federal court found that the Department of Social and Health Services was taking too long to provide these competency evaluation and restoration services.

As a result of the case Trueblood v. DSHS, the state has been ordered to provide court-ordered in-jail competency evaluations within 14 days and inpatient competency evaluation and restoration services within seven days of receipt of a court order. These Trueblood timeframes apply to people who are detained in jails awaiting a competency evaluation or restoration services. Many of the programs created because of Trueblood, however, also target people who have previously received competency evaluation and restoration services, who are released and at risk for re-arrest or re-institutionalization.

People who get the treatment and support they need when they need it are more likely to avoid becoming involved with the criminal system. Accordingly, increased demand for competency evaluations can be avoided if more individuals receive community-based treatment and support during times of crisis. Major goals of many of the programs covered in this report include providing variable levels of care to prevent overuse of the highest and most intensive level of care and providing care in the community whenever possible and appropriate.

On Dec. 11, 2018, the court approved an agreement related to contempt findings in this case. The Trueblood Contempt Settlement Agreement (Settlement Agreement or Agreement) is designed to move the state closer to compliance with the court's injunction. The Agreement includes a plan for phasing in programs and services. Roll out of such services during Phases 1 and 2 was guided by Final Implementation Plans. This Phase 3 Preliminary Implementation Plan establishes a framework from which Trueblood partners can draft a subsequent final implementation plan for Phase 3, as was done during other phases. That final plan must be submitted no later than 60 days following the last day of the Legislative Session.

## Phased Implementation

The Settlement Agreement includes a plan for phasing in programs and services. In each phase, the state will focus its efforts within the specifically identified and agreed upon regions as indicated by

the relevant implementation plan. The agreement could be further expanded to include additional phases beyond the initial three, however.

The parties recognize that these related implementation plans set forth markedly ambitious timelines to implement agreed upon elements, and improvements to existing elements, and that includes the timelines for this Phase 3. Throughout this document, timelines have been proposed that will challenge the state, and leave little room for unforeseen roadblocks to implementation, as was the case with Phase 1 and 2. The parties therefore again share their common understanding that that failure to meet these timelines will not constitute material breach, provided that the state has made all reasonable efforts to meet the timelines herein. Rather, the timelines outlined for specific elements should be considered in light of all other evidence in any future dispute as to whether the elements of the agreement have been timely implemented within Phase 3.

Phase 1 of the Settlement Agreement occurred from July 1, 2019, to June 30, 2021, and was focused on the Pierce, Southwest, and Spokane regions. During Phase 1, the implementation team worked to implement the agreement, as further detailed in the Trueblood Phase 1 Final Implementation Plan. Our successes and lessons learned in Phase 1 formed the basis for proposing an implementation framework for Phase 2. Likewise, ongoing lessons emerging from Phase 1 as outcomes continue to mature in time are informing the proposed Phase 3 actions contained within the remainder of this Phase 3 Preliminary Implementation Plan. As indicated below, Settlement Agreement phases run parallel to legislative biennia and began with the 2019-2021 biennium.

Phase 2 of the settlement is currently in its second year of implementation as it began July 1, 2021, to in the King County region. During Phase 2, the implementation team worked to implement the agreement, as further detailed in the Trueblood Phase 2 Final Implementation Plan. Furthermore, lessons learned in Phase 2 (in addition to Phase 1) help inform proposed Phase 3 actions.

Phase 3: July 1, 2023, to June 30, 2025; regions to be determined by legislature but the parties are recommending Thurston/Mason and the Salish regions.

Requirements from the Agreement for Phase 3 include:
In accordance with the phased implementation provision of the Contempt Settlement Agreement (§ IV.A) and considering the outcome of negotiations between the parties and consult from the General Advisory Committee and the Court Monitor, the state sought funding to implement Contempt Settlement Agreement elements in additional regions. The two regions expanded in Phase 3 are the Thurston/Mason region, comprised of those counties, and the Salish region, comprised of Clallam, Jefferson, and Kitsap counties. In particular, the state will sought funding to implement the following agreement elements in these regions: forensic navigators, outpatient competency restoration programs (“OCRP”), intensive case management (“FPATH”), crisis triage capacity or crisis triage enhancements, residential supports as described in the Contempt Settlement Agreement (such as

"FHARPS"), enhanced peer services, and crisis intervention training. The funding sought will be designed to implement these elements as they are described in the Contempt Settlement Agreement and as modified by this Phase Three agreement.

## Revisiting Prior Lessons Learned

In a jointly developed Phase 2 Final Implementation Plan, the parties acknowledged the importance of robust communication and outreach to criminal court and legal partners. As implementation progressed, the state also recognized the need for residential supports and the on-going challenges associated across the phased regions in accessing those supports.

Although there have been improvements, the Phase 1 and 2 programs continue to rely largely on emergency housing placements intended for short term use, like motels as well as transitional housing, shared housing and shelters to meet the immediate needs of the individuals. Many Trueblood clients need a higher level of supportive housing to achieve stability, but that housing has reportedly been hard to secure. Plaintiffs believe that housing continues to be the most significant challenge to ensuring the Settlement Agreement programs are successful.

As Phases 1 and 2 continue and Phase 3 begins, the state believes the most concerning developments are related to workforce availability. These challenges have erupted since the pandemic began and impact both inpatient facilities and community services included in the settlement agreement, and not just the state but also its partners in the private sector. Additional information about workforce efforts can be found in the monthly Trueblood Court Monitor Report, which can be found on the Trueblood website at https://www.dshs.wa.gov/bha/court-monitor-reports.

## Phase 2 Accomplishments

Phase 2 of the Contempt Settlement Agreement, running from July 1, 2021, to June 20, 2023, has been guided by a Final Implementation Plan. Although many Trueblood programs and reforms had statewide effect since their inception, Phase 2 is focused on King County region of the state.

Recently, and as Phase 2 concludes, many aspects of public life returned to pre-pandemic status. While Washington ended all COVID-19 emergency proclamations and its state of emergency, pandemic driven guidance for healthcare facilities may return if community transmission rates do not remain low. Though the state of Washington continued experiencing some challenges related to the pandemic during Phase 2, it still achieved numerous substantial successes in implementing Agreement programs and services in King County.

The state greatly expanded the use of telehealth for competency evaluations, continued the use of evaluator outstations, and expanded the psychology training program for post-doctoral students. The state also continued to build and operate more inpatient beds for providing inpatient evaluation and restoration. Although construction activities were profoundly impacted by the COVID-19

pandemic, the state opened 40 additional beds at WSH. Furthermore, 58 additional beds opened at Western State Hospital in May 2023.

Even with new inpatient bed capacity, the state has struggled with a growing number of civil conversion patients being ordered to and then unable to transfer out of forensic wards at the state hospitals—especially Western State Hospital. This has contributed to significant increases in class member inpatient admission wait times during 2022 and the early 2023.

Phase 2 included a significant amount of education and outreach to King County behavioral health agencies, substance use disorder programs, courts, judges, attorneys, and court liaisons prior to Phase 2 implementation to prepare provider and prime partnerships for Trueblood implementation. In January of 2022, the Forensic Navigator program began operations in the Phase 2 region. Navigators are now actively serving clients in all Phase 1 regions and in Phase 2. Navigators continue their outreach and education efforts with partners at jails, courts, law enforcement agencies, forensic services, and with community-based partners.

Agencies that wanted to provide Forensic HARPS and Forensic PATH services were identified first and contracts for these programs were signed by the implementation plan deadline of November 30, 2021. FPATH and FHARPS services have been available in the Phase 2 region since April 2022 and providers are working diligently with previously existing diversion programs to coordinate but not duplicate services. There was delay in securing an OCRP provider for King County, but OCRP services are now online for King County and capacity in the program is slowly increasing.

The Forensic PATH (or intensive case management) teams are performing outreach and engagement to those who have been most impacted by the competency system and connecting those persons up with a set of resources and services intended to prevent them from having future contact with the criminal justice system. Despite limitations posed by COVID-19, Forensic PATH teams were still able to provide targeted outreach and engagement services to vulnerable patients.

The Forensic HARPS teams are also assigned to support persons coming out of the crisis triage system who need a higher level of support, including residential supports. While Settlement Agreement services were being rolled-out in King County, HCA continued to bolster Phase 1 programs by adding additional Certified Peer Counselors to FHARPS teams through the acquisition of Federal COVID stimulus block grants, tracking direct service provision increases and decreases around spikes of COVID cases in the Phase 1 regions.

During Phase 2, the Phase 1 regions saw a significant increase in master leasing opportunities for FPATH and FHARPS eligible people, due in part to additional state funding support for these opportunities. Most master leasing projects came to fruition in Pierce County, the Phase 1 region with the highest population.

The state, through work with the Department of Commerce, deployed new funding to support the construction of two new 16-bed crisis and triage stabilization facilities in the King County region.

Finally, and making use of a Court approved extension of time, to the state met its goals regarding crisis intervention training received by patrol officers in the Phase 1 regions.

# *Agreement Elements*

## 1.0 Competency Evaluation – Additional Evaluators

### 1.1 Assigned Owner

DSHS' Office of Forensic Mental Health Services (OFMHS) is responsible for hiring and employing forensic evaluators and associated staff.

### 1.2 Statewide vs. Regional

Evaluators support the entire state of Washington, and staff additions are part of a statewide effort toward compliance with the Trueblood injunction.

### 1.3 Requirements

1.3.1 Settlement of Contempt Agreement

DSHS will utilize data to determine if the increased evaluator capacity meets the need for in-jail competency evaluations and whether capacity exists to respond to periods of increased demand.

The department will report on capacity to deliver services in light of demand in the semiannual report and include a plan to address the inconsistency going forward.

### 1.4 Education and Outreach

As referral patterns change and staffing resources shift, information will be shared in one of the following ways (not an exhaustive list): General Advisory Committee meetings, use of email including listservs, Dear Tribal Leader letters, conferences/workshops, and reports to the court including the monthly and semiannual reports.

### 1.5 Action Plan and Timeline

a. Review data to determine if increased evaluator capacity meets the need for in-jail competency evaluations and whether sufficient capacity exists to respond to periods of increased demand. Include this information in each semi-annual report.

b. If the data review (from item a.) determines additional resources are needed, OFMHS will submit decision packages according to the state's budget development timeframes.

## 2.0 Competency Restoration – Outpatient Competency Restoration Program

### 2.1 Assigned Owner

Outpatient competency restoration is a service provided in the community through contracts with the Washington State Health Care Authority.

### 2.2 Statewide vs. Regional

HCA will implement this element of the agreement in selected regions, in phases according to the plan outlined in the agreement.

During Phase 3, HCA will continue to expand the residential support options available for use by class members using an individualized approach to meet the housing needs of participants, with an emphasis on clinical appropriateness, dignity, security, and affordability.

### 2.3 Requirements

2.3.1 Settlement of Contempt Agreement

a. The state will seek funding for outpatient competency restoration (OCR) services in targeted areas (including residential supports as clinically appropriate) and a broader package of treatment and recovery services (including mental health treatment and substance use screening and treatment).

b. The state will identify and develop policies to fully implement outpatient restoration services in targeted areas.

c. Eligibility for outpatient restoration will be decided by the criminal court ordering restoration services.

d. For criminal defendants waiting in jail, an offer of admission to the outpatient restoration services program will occur within the timelines for restoration as outlined by the federal Court.

e. The process for outpatient restoration will provide sufficient information for the court to create tailored conditions for release.

f. Outpatient restoration providers will:
   i. Accept referrals from OFMHS in accordance with an algorithm that prioritizes the intake of class members.

   ii. Monitor the person's compliance with the court order in conjunction with the forensic navigator.

iii. Provide clinically appropriate residential support solutions to those identified by a forensic navigator as unstably housed for the duration of their outpatient participation and up to 14 days following transmission of the competency evaluation that occurs at the end of restoration.

iv. Have flexibility in providing residential support solutions, which may include capital development through the Department of Commerce or third-party source, housing voucher programs, existing housing programs, and/or scattered site housing programs.

g. The state will provide outreach and technical assistance upon request to support the implementation of community outpatient restoration services.

2.3.2 Phase 3 Agreement

a. Complete implementation of a "step-down" process to recommend transition of competency restoration RTF residents to OCRP programs on subsequent restoration orders.

b. The state commits to continuing outreach to promote OCRP as an option for Courts and class members. This includes:
   i. Continuing to offer education and facilitating informational meetings about OCRP program sites for court personnel, prosecutors, and defense counsel.

   ii. Providing information and education to stakeholders to better awareness of available residential supports, including master leasing program sites.

## 2.4 Education and Outreach

a. The Outpatient Competency Restoration Program will make program information available to community partners, tribes, and stakeholders in the regions to include behavioral health administrative service organizations, managed care organizations, accountable communities of health, community behavioral health providers, courts, and jails. This includes information about the new RTF to OCRP program that went live on July 5, 2022.

b. HCA's OCRP administrator will be available for technical assistance upon request. In partnership with DSHS they will also provide technical support and training to support the RTF to OCRP project.

c. Information will be available through media such as presentations, webinars, and written online materials.

d. The OCRP workgroup will identify existing partner and stakeholder groups within the region to conduct targeted outreach and education and will coordinate with other HCA and DSHS Trueblood elements to conduct these activities.

e. DSHS and HCA will meet with targeted partner groups to conduct outreach and education to the provider network. Education about new programs will be provided, as well as alerting potential contractors to contracting opportunities.

f. DSHS and HCA will communicate and engage with tribes using existing tribal meetings like the King Regional Tribal Coordination meetings and through Dear Tribal Leader Letters, with the support of the HCA and DSHS Tribal Liaisons.

g. HCA will coordinate with the Phase 3 regional BHASOs to contract with providers in the region for OCRP services, or HCA will execute contracts through the BHASO, through a procurement process, or directly with providers. If a procurement is determined, a Request for Information (RFI) procurement process will be issued to the regional provider network.

h. HCA, in partnership with DSHS, will conduct outreach, provide technical assistance and training to criminal courts, jails, tribes, and other stakeholders and partners to support Phase 3 implementation of Trueblood elements.

i. HCA will continue to monitor the implementation of the OCRP in the Phase 1 and 2 regions.

j. In partnership with DSHS, HCA will complete continuous quality improvement in fidelity to the outpatient competency restoration treatment model.

k. HCA and DSHS will utilize information obtained from monitoring efforts to complete ongoing and targeted technical assistance. OCRP will participate in ongoing collaboration among system partners and all the Trueblood elements.

l. OCRP will contribute to and report data in the Trueblood semi-annual report.

m. HCA, in partnership with DSHS, will complete the annual OCRP report required in legislation.

## 2.5 Action Plan and Timeline

a. Invite Phase 3 regions to participate in the Outpatient Competency Restoration Workgroup within 30 days of the determination of Phase 3 Regions by the Legislature.

b. Identify existing Phase 3 regional partner and stakeholder groups, provider networks, BHASOs, community mental health agencies, tribes, and urban Indian health providers and strategize targeted, ongoing outreach and education to those groups within 60 days of the determination of Phase 3 Regions by the Legislature.

c. OCRP coordinates with Forensic Navigator Program, Forensic Housing and Recovery through Peer Services (HARPS) and Forensic Projects for Assistance in Transition from Homelessness (PATH) to align contract efforts so that services begin about the same time within 60 days of the determination of Phase 3 Regions by the Legislature.

d. Based on the final budget, HCA will pursue direct contracting with providers to implement this element.
   i. Contracts will be finalized by February 29, 2024.

   ii. OCRP providers will recruit, hire, and train staff with HCA support and technical assistance within four months of contract execution, with services expected to be provided by April 30, 2024.

e. HCA will meet with Plaintiffs by June 30, 2024 to discuss OCRP data in the most recent Semi Annual Report, and how provider recruitment and contracting might improve in light of that data.

f. If HCA conducts a Request for Information in the Phase 3 region and no providers are identified for contracting, HCA will consult with the Executive Committee on how the implementation should be adjusted to implement the OCRP element.

## 3.0 Competency Restoration – Forensic Navigators

### 3.1 Assigned Owner

DSHS is responsible for hiring and employing forensic navigators.

### 3.2 Statewide vs. Regional

DSHS will implement this element of the agreement in selected regions in phases according to the plan outlined in the agreement.

### 3.3 Requirements

3.3.1 Settlement of Contempt Agreement

Forensic navigators:

a. Will be assigned a caseload of no more than 25. Assignment will occur at the time a competency evaluation is ordered.

b. Upon assignment and before the hearing, the forensic navigator will gather and provide information to the criminal courts to assist with:
    i. Understanding diversion and treatment options to support the entry of court order to divert members from the forensic mental health system.

    ii. Determining whether a defendant is appropriate for outpatient competency restoration services. This is not a clinical recommendation. Standardized tools or assessments for those not known to the system may be used.

    iii. Recommending tailored release conditions for those ordered to outpatient competency restoration services.

c. Will prioritize their caseload to focus on diversion of people eligible for Forensic PATH and may provide less intensive levels of service to people whose competency is unknown and/or who are not yet found to be incompetent.

d. Will conclude forensic navigator services when a client is found competent or incompetent but **not** ordered by the court into outpatient competency restoration services. The navigator may facilitate a coordinated transition if the circumstances warrant such coordination.

e. For clients assigned to outpatient competency restoration, the forensic navigator will:
    i. Monitor compliance (in partnership with outpatient competency restoration providers) and provide periodic updates to the court. This may include appearing at court hearings.

    ii. Inform providers if an assigned client is unstably housed and needs residential supports.

    iii. Coordinate access to housing.

    iv. Assist client with attending appointments and classes related to competency restoration.

    v. Meet individually with clients regularly; perform outreach as needed to stay in touch.

    vi. Coordinate client access to community case management services, mental health services, and follow up.

    vii. Assist clients with obtaining, and encourage adherence to, prescribed medication.

f. For those found incompetent and ordered into outpatient competency restoration services, forensic navigator services will conclude when:
   i. Charges are dismissed pending a civil commitment hearing.
   ii. Client receives a new or amended order directing inpatient admission.
   iii. Client declines further services after restoration treatment ends.
   iv. Client regains competency, is found guilty, and is sentenced to serve time.
   v. Outpatient competency restoration order is revoked, or new criminal charges cause a client to enter or return to jail.
   vi. In any other situations not listed above, at the discretion of the state.

g. The forensic navigator will facilitate a coordinated transition when a client is served in OCRP and may facilitate a coordinated transition in other situations if the circumstances warrant such coordination. A coordinated transition will include:
   i. Facilitated transfer to services within the community behavioral health system using standards for coordinated transition as established through care coordination or similar agreements.
   ii. Attempt to confirm meeting between client and community-based case manager following transition.
   iii. Creation of summary of treatment provided during outpatient competency restoration (including earlier-identified diversion options for the individual).
   iv. Attempt to check-in with client at least once per month for up to 60 days.
   v. During this period, the client **does not** count toward the navigator's caseload.
   vi. Attempt to connect eligible individuals with Forensic PATH services.

h. The state, through training and technical assistance, will encourage third parties (like jails and prisons where class members are serving sentences) to request the summary of treatment and related treatment records as allowed by RCW 10.77.210.

## 3.4 Education and Outreach

a. Share program one-pager with identified key stakeholders.

b. Provide ongoing technical assistance and schedule question-and-answer sessions as needed.

c. Convene an external workgroup with stakeholders for Phase 3.

d. Develop and send Dear Tribal Leader letters as needed to communicate with tribes and urban Indian health programs.

3.5 Action Plan and Timeline

a. Submit necessary human resource paperwork to create the forensic navigator positions by July 3, 2023.

b. Day one of forensic navigator program operations in Phase 3 region expected April 15, 2024.

## 4.0 Competency Restoration – Ramp Down of Maple Lane

4.1 Assigned Owner

DSHS is responsible for residential treatment facilities. OFMHS oversees the facilities.

4.2 Statewide vs. Regional

Maple Lane supports patients across the state of Washington and the closure of this facility is part of a statewide effort.

4.3 Requirements

4.3.1 Settlement of Contempt Agreement

Maple Lane RTF will begin ramp down of competency treatment services when class member wait times for inpatient competency services reaches a median of nine days or fewer for four consecutive months, based on mature data, or no later than July 1, 2024.

4.4 Education and Outreach

a. Community partners, tribes, American Indian organizations, stakeholders, and families will receive updated information on the Maple Lane Competency Restoration Center RTF closure process and timeline via meetings, listserv, and letters.

b. DSHS OFMHS' website will include all relevant ramp down information and official letters to key partners.

4.5 Action Plan and Timeline

Note: In the event Maple Lane RTF wait times for class member admission for inpatient competency restoration services is met while in Phase 2 of the agreement, the ramp down plan already developed in accordance with the Phase 2 Final Implementation Plan will be followed.

a. Closure announcement issued – DSHS will begin the closure announcement process for the Maple Lane Competency Restoration Center RTF by January 31, 2024.
    i. Announcement will notify courts, prosecutorial and defense attorneys, and jails of the official closure date.

    ii. Families of patients with releases of information or court assigned guardianship will receive a separate letter about the impending closure.

b. DSHS will begin meeting with WellPath to discuss specific closure events by October 5, 2023. WellPath will provide a facility equipment plan by this time.

c. All represented staff will be notified of the closure of Maple Lane Residential Treatment Facility no later than January 31, 2024. As a part of the process, represented staff will be offered informational sessions starting in January 2024 about closure progression steps, including future employee actions to take during the closure.

d. Final move out — move out procedures at the Maple Lane RTF will be completed by June 28, 2024.

## 5.0 Crisis Triage and Diversion – Additional Beds

5.1 Assigned Owner

HCA is responsible for crisis triage and stabilization components of the Settlement of Contempt Agreement. This includes crisis bed additions and crisis enhancements.

5.2 Statewide vs. Regional

The state will implement this element of the agreement in the selected regions in phases according to the plan outlined in the agreement.

5.3 Requirements

5.3.1 Settlement of Contempt Agreement

The state will seek funding to increase capacity in accordance with the crisis gap plan submitted to the General Advisory Committee in Phase 1, with the expectation that the HCA will assess the need for additional crisis beds in future phases

5.3.2 Phase 3 Agreement

The crisis triage capacity and enhancement elements, as described in § III.C.1 of the Contempt Settlement Agreement, will continue to be regarded as an element during Phase 3.

a. However, the Parties recognize that implementation and timing of additional capacity or enhancement of existing capacity will be impacted by the State's deployment of up to ten crisis facilities, for which capital funding has already been appropriated. But development of those facilities is outside the scope of the Contempt Settlement Agreement and occurring on a different schedule than the phased implementation of the Agreement. The providers and locations for those facilities are yet to be determined through the request for proposal process.

b. Accordingly, the State's initial commitment during Phase 3 is to complete an assessment of the crisis triage and stabilization capacity in the Phase 3 expansion regions and an analysis of barriers to capacity expansion (for example, provider hesitation to take on these projects due to future operating costs) and access by class members (for example, provider hesitation to proactively accept law enforcement arrest diversion and drop-off). The State will consider the approaches described in the previously completed crisis gap report and will account for the final results of the request for proposal on the ten facilities. The assessment will be shared with the General and Executive Committees, and the State will make future funding requests informed by the assessment.

## 5.4 Education and Outreach

a. HCA will partner with DSHS to collaborate with the MCOs, BHASOs, and community behavioral health providers in the Phase 3 regions.

b. HCA will work with DSHS and other partners to evaluate the gap analysis to be completed by DBHR and develop a plan for increasing capacity in the Phase 3 regions as needed. The gap analysis will be shared with the General Advisory Committee and with key stakeholders.

c. If applicable, HCA will partner with the Department of Commerce to develop a communication plan for coordinating with stakeholder groups, tribes, and managed care entities on how to reach entities within the provider network. The plan would include education about upcoming increases to capacity, as well as information for potential contractors about upcoming opportunities.

d. HCA will continue to partner with the Department of Commerce to support the construction of two crisis stabilization facilities in the King region as part of Phase 2, providing technical assistance with the purpose of aiding successful applicants in meeting their existing timelines until the facilities are operational. HCA will involve King County BHASO and other stakeholder

groups to include Tribes, Managed Care Organizations, and other behavioral health service providers to inform them of the increased crisis capacity to come during this period.

5.5 Action Plan and Timeline

a. HCA will begin collaboration with key stakeholders, to include the BHASOs for the targeted regions, on the goals of this element within 30 days of the determination of Phase 3 Regions by the Legislature.

b. HCA will meet with Plaintiffs by July 31, 2023 to discuss these collaborations with key stakeholders in the Phase 3 Regions.

c. HCA's DBHR will complete a gap analysis report to determine whether additional crisis beds are needed in the Phase 3 regions. The gap analysis will be shared with the General Advisory Committee and key stakeholders by July 31, 2023.

d. If the gap analysis report indicates a need for additional crisis beds, HCA will seek funding for 2023-2025 biennium budget by October 31, 2023.

e. HCA will monitor progression of services and data collection on the creation of increasing targeted crisis capacity and will report quarterly and semi-annually to the court.

f. If capital funds are granted to the Department of Commerce for this purpose, HCA will partner with them to deploy an RFP for the capital funds in the Phase 3 regions within six months of the signed supplemental budget.

## 6.0 Crisis Triage and Diversion – Enhancements

6.1 Assigned Owner

HCA is responsible for crisis triage and stabilization facilities in the state of Washington.

6.2 Statewide vs. Regional

HCA will implement this element of the agreement in selected regions in phases according to the plan outlined in the agreement.

6.3 Requirements

6.3.1 Settlement of Contempt Agreement

The state will seek and make funds available, through the BHASO, to community providers of crisis stabilization and/or triage facilities for enhancements.

## 6.4 Education and Outreach

a. HCA will provide funding to the BHASOs to enhance crisis services and/or stabilization facilities so that the BHASO, in conjunction with its contracted providers, can inform how these funds will be put into contract.

b. HCA will provide an update to the Executive Committee about the status of the BHASOs utilization of these funds to enhance their crisis system.

c. HCA will communicate the contracting process and timeline to potential contractors interested in enhancing crisis triage/stabilization services.

d. HCA will work with contracted parties to identify service enhancement that will allow for increased referrals and acceptance from law enforcement.

e. HCA will coordinate with stakeholder and partner groups to announce final contracts and contracting language.

## 6.5 Action Plan and Timeline

a. HCA, with DSHS partners, will collaborate with BHASOs and their contracted crisis triage/stabilization service providers on the goals of this element outlined in the Settlement of Contempt Agreement by October 15, 2023.

b. In accordance with funding authorized as part of the 2023-2025 biennial budget (available beginning July 1, 2023), HCA will contract through the BHASO for enhancement of crisis triage/stabilization service providers based on identified needs from the service providers and the BHASOs. The BHASO will subcontract with the crisis triage/stabilization service providers.

   i. HCA will meet with Plaintiffs by August 15, 2023 to discuss proposed contracts.

   ii. HCA will transmit proposed contracts to the BHASO by August 31, 2023.

   iii. The BHASO will be expected to approve the proposed contracts, after negotiation with HCA, by December 31, 2023. If the contracts have not been executed by January 1, 2024, HCA will continue to engage with the BHASO and continue reasonable efforts to fully execute the contract.

   iv. Assuming contracts are approved by the expected timeline, deployment of enhancements will begin April 1, 2024. If the BHASO is unable to deploy the enhancements within that timeline, HCA will provide technical assistance, and continue reasonable efforts to support the BHASO.

v. Data collection and monitoring on the enhancements to crisis triage/stabilization service providers will commence upon execution of the contract.

## 7.0 Crisis Triage and Diversion – Residential Supports; Short-term Vouchers through Crisis Triage and Stabilization Facilities

### 7.1 Assigned Owner

HCA is responsible for crisis triage and stabilization facilities in the state of Washington.

### 7.2 Statewide vs. Regional

HCA will implement this element of the agreement in selected regions in phases according to the plan outlined in the agreement.

### 7.3 Requirements

7.3.1 Settlement of Contempt Agreement

The state will seek funding to provide short-term housing vouchers for use in crisis triage and stabilization facilities. Vouchers cover a maximum of 14 days, but at the discretion of the facility, could be extended an additional 14 days.

7.3.2 Phase 3 Agreement

With respect to the short-term housing vouchers in § III.C.2.a of the contempt settlement agreement, the Parties agree that distribution of these vouchers through crisis providers or programs other than "Crisis Triage and Stabilization Facilities" is within the spirit of the contempt settlement agreement and consistent with the Phase Two implementation plan approved by the Parties and the Court and will allow for wider distribution and utilization of the short-term vouchers. The parties agree, with approval of the Court, that this option for wider distribution through other crisis stabilization services shall be available in all Phased Regions.

### 7.4 Education and Outreach

a. HCA will disseminate information to crisis triage and stabilization service providers on availability of short-term emergency vouchers. If no crisis stabilization facilities are operational within the region, HCA will disseminate information to crisis service providers.

b. HCA will collaborate with stakeholders and other interested parties in the Phase 3 regions. Initial outreach may include, but is not limited to regional judges, attorneys, prosecutors, jails, courts, tribes, peer counselors, consumers, consumer advocacy groups, public, housing providers, crisis providers, and community behavioral health providers.

c. HCA will coordinate with stakeholder groups, MCOs, and BHASOs to conduct outreach to the provider network about voucher contract opportunities.

d. HCA will communicate the contracting process and timeline to interested parties.

e. HCA will continue to monitor the implementation of the short-term emergency voucher contracts in Phase 1 and 2 regions, and provide updates as needed.

f. HCA will utilize information obtained from monitoring efforts to complete ongoing and targeted technical assistance.

g. HCA will contribute to quarterly and semiannual reports to the courts.

## 7.5 Action Plan and Timeline

a. Identify regional providers who offer crisis stabilization services in Phase 3 regions.

b. Emergency housing vouchers, subject to adjustment based on the final budget, may be contracted through the BHASO or directly with crisis service providers. HCA may contract with the BHASO and the BHASO in turn will subcontract with providers. In the alternative, HCA may contract directly with crisis service providers.
   i. HCA will meet with Plaintiffs by August 15, 2023 to discuss proposed contracts with BHASOs or crisis service providers.

   ii. If contracting with BHASO, HCA will transmit proposed contracts to the BHASO by August 31, 2023.

   iii. The BHASO will be expected to approve the proposed contracts, after negotiation with HCA, by December 31, 2023. If the contracts have not been executed by January 31, 2024, HCA will continue to engage with the BHASO and continue reasonable efforts to fully execute the contract.

   iv. The proposed contracts will require that the BHASO deploy the vouchers within four months from the date of contract execution. Assuming contracts are approved by the expected timeline, vouchers would be deployed by May 1, 2024. If the BHASO is unable to deploy the vouchers within that timeline, HCA will provide technical assistance, and continue reasonable efforts to support the BHASO in fully deploying the vouchers.

c. Ongoing program monitoring and data reporting will continue through the Trueblood semiannual Report. We anticipate Phase 3 regional data will be available two quarters after all counties in the Phase 3 regions emergency voucher contractors begin providing services. This is contingent on Phase 3 providers submitting accurate and timely data.

## 8.0 Crisis Triage and Diversion – Residential Supports; Forensic HARPS

### 8.1 Assigned Owner

HCA is responsible for crisis triage and stabilization facilities in the state of Washington.

### 8.2 Statewide vs. Regional

HCA will implement this element of the agreement in selected regions in phases according to the plan outlined in the agreement.

### 8.3 Requirements

8.3.1 Settlement of Contempt Agreement

a. Technical assistance will be provided to criminal courts and other stakeholders and includes using residential supports and other services for outpatient competency restoration services.

b. If a forensic navigator assesses someone participating in outpatient competency restoration services as "unstably housed," that person is eligible for residential supports for the duration of their participation in the services. This will cease if referred to inpatient services. For those opined as competent, it may continue for up to 14 days following transmission of the competency evaluation.

c. The state will develop residential supports using procurement. Providers procured through this process could deliver residential supports in a way that meets community needs, which might include capital development through the Department of Commerce or a third party, housing voucher programs, leveraging existing local housing programs, or scattered site housing programs.

d. The state will seek funding to provide residential support capacity associated with outpatient competency restoration in each region.

e. The state will seek additional funding to be used for clinically appropriate residential support capacity for the population identified in (f) immediately below. The expected funding amount for this defined population is 10% of the residential support funding as provided to the outpatient competency program in each region.

f. The funding described in § 8.3.1.g will be used to implement residential supports for the population who meets the criteria as described below in sections 8.3.1.f.i-vi. This capacity offers housing support options that target individuals who are clinically assessed to need more intensive support immediately following discharge from crisis triage and stabilization facilities and who will have already used the 14-day vouchers. As implemented in Phase One and Two, the state will continue to provide this population with access to FHARPS services as a residential support, and consistent with the Phase Three agreement, the FHARPS teams will work to leverage the master leasing opportunities to provide residential supports to this population as they transition off of the 14-day voucher. Eligibility requirements for this population include:

   i. Have had at least one prior contact with the forensic mental system in the past 24 months or were brought to a crisis triage or stabilization facility via arrest diversion under RCW 10.31.110 as determined by the crisis triage and stabilization provider.

   ii. Need assistance accessing independent living options and would benefit from short-term housing assistance beyond the 14-day vouchers.

   iii. Are diagnosed with an acute behavioral health disorder and are assessed to need housing support beyond what is offered through the crisis triage and stabilization facilities, or the short-term voucher as described in the agreement at § III.C.2.a.

   iv. Are unstably housed.

   v. Are not currently in the outpatient competency restoration program.

   vi. Do not meet Involuntary Treatment Act (RCW 71.05) commitment criteria.

g. The Forensic HARPS program is available to individuals clinically assessed to benefit from the Forensic HARPS program in outpatient competency restoration.

h. People eligible for Forensic PATH are provided access to residential supports.

i. Nothing in section (8.3.1.f) of the Phase 3 Preliminary Implementation Plan alters the obligations of the Parties under the Settlement Agreement.

8.3.2 Phase 3 Agreement

a. The state will seek funding to strengthen the FHARPS teams, which is intended to bolster the OCRP and FPATH programs by making the residential support component of those programs more robust in Trueblood regions. Specifically, the state will:

i. Seek funding to make a prescriber available to the FHARPS and FPATH teams. The prescriber (someone licensed to prescribe medications) is anticipated to be a shared resource between contempt settlement elements, including FHARPS and FPATH, but the position may be structured in the manner deemed most effective by the state.

ii. Seek funding to increase the number of staff persons on each FHARPS team.

iii. Seek funding to increase the FHARPS monthly voucher amount, specified in the contempt settlement agreement at § III.C.4.d.2.c, to at least $1650 per month.

iv. Provide training to FHARPS teams on housing programs, new units and properties, and new programs administered by HCA as a result of the 2022 supplemental budget.

v. Ensure inclusion of Trueblood class members as one of the low-income and special needs populations designated to serve and benefit from the housing trust fund administered by the Department of Commerce.

b. The state will seek funding to enhance and expand master leasing programs. This may include:
   i. Finding additional properties that could be made available for master lease arrangements.

   ii. Developing relationships with landlords and other property owners to support implementation of master lease arrangements.

   iii. Identifying and securing property management services for master leased properties.

   iv. Better connecting contempt settlement programs and teams to master leased properties. These master lease programs may be utilized by other populations outside of the contempt settlement agreement.

c. The state will continue development of the master leasing toolkit to further encourage implementation of the master leasing model.

## 8.4 Education and Outreach

a. HCA will conduct training on Permanent Supportive Housing model principles for all Forensic HARPS teams prior to any services being provided and offer the same training to all the Phase 3 Trueblood Settlement Agreement programs including the forensic navigators.

b. Training to all Forensic HARPS teams upon contract execution will include how to complete data entry, the Permanent Supportive Housing model, and enhanced peer services continuing education.

c. HCA will disseminate information to crisis triage and stabilization service providers on availability of short-term housing vouchers through FHARPS as well as FHARPS program eligibility.

d. HCA will collaborate with stakeholders, tribes, urban Indian health programs, and other interested parties in the Phase 3 regions.

e. Initial outreach to potential stakeholders and partners will include, but not be limited to, regional judges, attorneys, prosecutors, jails, courts, tribes, peer counselors, consumers, consumer advocacy groups, public, housing providers, crisis providers, and community behavioral health providers.

f. HCA will coordinate with stakeholder groups, MCOs, and BHASOs to conduct outreach to the provider network. Education about new programs will be provided, as well as alerting potential contractors on upcoming contract opportunities.

g. HCA will communicate the contracting process and timeline to interested parties.

h. HCA will coordinate with stakeholder groups to announce final contracts and contracting language. HCA, in partnership with the other Trueblood elements, will conduct outreach and provide technical assistance to criminal courts and other stakeholders, to support the Forensic HARPS program services.

i. HCA's Forensic HARPS internal workgroup will partner with the forensic navigator workgroup, the outpatient competency restoration workgroup, and the DSHS/HCA communications team to provide information to stakeholders, community partners, tribes, urban Indian health providers, and program participants in the region.

j. HCA will continue to monitor the implementation of the Forensic HARPS programs in the Phase 1 and 2 regions and provide updates as needed.

k. HCA will perform continuous quality improvement in accordance with the Housing First and Permanent Supportive Housing models of service delivery.

l. HCA will utilize information obtained from monitoring efforts to provide technical assistance.

m. HCA will contribute necessary or relevant data and information to the quarterly and semiannual reports to the courts.

8.5 Action Plan and Timeline

a. Identify regional supportive housing programs (within community mental health agencies, tribes, and urban Indian health providers) that are currently in existence in Phase 3 regions within 60 days of the determination of Phase 3 Regions by the Legislature.

b. Forensic HARPS will coordinate contracting efforts with OCRP, forensic navigators, and Forensic PATH within 60 days of the determination of Phase 3 Regions by the Legislature.

c. HCA, subject to adjustment for the final budget, will pursue direct contracting with providers to implement this element. In considering selection of Phase 3 FHARPS providers, HCA will prioritize community behavioral health agencies that have 1) demonstrated responsible operations of services and 2) housing, or access to dedicated transitional housing that meets HCA' standards for safety, care, and responsibility.
   i. Contracts will be finalized by February 29, 2024.

   ii. Forensic HARPS providers will hire staff with HCA support and technical assistance within four months of contract execution, with services expected to be provided by April 30, 2024.

d. If HCA conducts an RFI and no FHARPS providers are identified for contracting, HCA will consult with the Executive Committee on how the implementation should be adjusted to implement the FHARPS element.

e. Phase 3 Forensic HARPS program(s) will collect the same data metrics as the previous phased regions at the onset of program services.

f. HCA will meet with Plaintiffs by June 30, 2024 to discuss FHARPS data in the most recent Semi Annual Report, and how provider recruitment and contracting might improve in light of that data.

## 9.0 Crisis Triage and Diversion – Co-Responders

9.1 Assigned Owner

HCA is responsible for community health care. WASPC administers the co-responder program in the state of Washington.

9.2 Statewide vs. Regional
The state will integrate this element of the agreement in selected regions in phases according to the plan outlined in the agreement.

9.3 Requirements
9.3.1 Settlement of Contempt Agreement
The state's implementation plan (as described in IV.D.) describes how the state supports and encourages integration of these programs into the other elements of the agreement.

9.4 Education and Outreach
The state will work with WASPC to create a fact sheet or other appropriate educational materials about mental health field response teams.

9.5 Action Plan and Timeline
The state will continue quarterly collaboration meetings with WASPC. The state will continue encouraging and inviting WASPC participation in both the General Advisory Committee and other Trueblood project teams.

## 10.0 Crisis Triage and Diversion – Forensic PATH

10.1 Assigned Owner
HCA is responsible for community health care in the state of Washington.

10.2 Statewide vs. Regional
HCA will implement this element of the agreement in selected regions in phases according to the plan outlined in the agreement.

10.3 Requirements
10.3.1 Settlement of Contempt Agreement

a. Contract with community providers to provide intensive case management services to high utilizers. Develop strategies for assertive outreach and engagement. Develop a community collaboration effort to identify and coordinate services for those most at-risk.

b. Offer the following services to those identified as eligible for forensic PATH for a six-month period:
    i. Intensive case management including outreach and engagement activities occurring outside a competency referral.

    ii. Engagement activities.

iii. Housing supports using the HARPS model, which includes securing and maintaining housing, peer support, and rent or other housing subsidies in the amount of up to $1,200 per month for up to six months.

iv. Transportation assistance.

v. Training or accessing resources and other independent living skills.

vi. Support for accessing healthcare services and other non-medical services.

10.3.2 Phase 3 Agreement
The state will seek funding to increase the number of staff on each FPATH team. This funding request will also attempt to ensure that the FPATH teams also have access to a prescriber, as described above in § 8.3.2.i.

## 10.4 Education and Outreach

a. Forensic PATH will make program information available to tribes, urban Indian health providers, and stakeholders in the region. An HCA Trueblood program manager will be available for technical assistance as needed.

b. HCA will coordinate with existing tribes, urban Indian health providers, stakeholder groups, MCOs, and BHASOs to conduct outreach to the provider network. Education about the Forensic PATH program will be provided by the HCA Trueblood program manager. Additional technical assistance will be provided as needed. Prioritization of services for the program will continue to focus on individuals with two or more competency evaluations in the last two years who are homeless and not connected to treatment.

c. HCA, in partnership with other Trueblood elements, will conduct outreach and provide technical assistance to the homeless safety net system, criminal courts, treatment providers, tribes, urban Indian health providers, and other stakeholders on request to support Phase 3 implementation of Trueblood elements*.
*Note: This list is not intended to automatically exclude similar potentially qualifying entities.

d. HCA will continue to monitor the implementation of the Forensic PATH programs in the Phase 1 and 2 regions, and provide updates as needed. Outreach contacts and program enrollment will be monitored to ensure Forensic PATH is making efforts to connect with individuals throughout the region including rural areas to individuals with multiple competency evaluation orders in the last two years.

e. The referral list for those eligible for forensic PATH services will be disseminated to MCOs and BHASOs to strengthen care coordination efforts for this vulnerable population.

f. HCA will utilize information obtained from monitoring efforts to complete ongoing and targeted technical assistance on assertive engagement strategies for Forensic PATH teams. Forensic PATH will participate in ongoing collaboration among all the Trueblood elements.

g. HCA will contribute to the monthly, quarterly, and semiannual reports to the courts.

10.5 Action Plan and Timeline

a. Identify regional outreach and engagement programs currently in existence in the Phase 3 regions within 60 days of the determination of Phase 3 Regions by the Legislature.

b. The level of funding approved by the Washington State Legislature, effective July 1, 2023, will determine the number of Forensic PATH teams. The following strategies will be employed based on the number of teams funded.

c. HCA, subject to adjustment for the final budget, will pursue direct contracting with providers to implement this element.
   i. Contracts will be finalized by February 29, 2024.

   ii. FPATH services expected to be provided by April 30, 2024.

d. If HCA conducts an RFI and no FPATH providers are identified for contracting, HCA will consult with the Executive Committee on how the implementation should be adjusted to implement the FPATH element.

e. HCA will meet with Plaintiffs by June 30, 2024 to discuss FPATH data in the most recent Semi Annual Report, and how provider recruitment and contracting might improve in light of that data.

f. HCA will conduct specialized training for FPATH staff hired within the Phase 3 regions by July 31, 2024. Training will focus on effective outreach and engagement strategies to the most vulnerable individuals on the referral list for Forensic PATH services. Phase 3 FPATH teams to be trained in Motivational Interviewing, Trauma Informed Care, and Anti-Racism/Cultural Intelligence.

g. HCA will conduct training on the history of Trueblood case, HCA Trueblood Elements, forensic navigators, and the criminal competency restoration process by July 31, 2024.

h. Phase 3 Forensic PATH program(s) will collect the same data metrics as the Phase 1 and 2 regions at the onset of program services. These data will be provided in the semi-annual report.

## 11.0 Education and Training – Crisis Intervention Training (CIT)

### 11.1 Assigned Owner

The Criminal Justice Training Commission (CJTC) is responsible for conducting crisis intervention training for law enforcement entities.

### 11.2 Statewide vs. Regional

The CJTC will implement this element of the agreement in selected regions in phases according to the plan outlined in the agreement.

### 11.3 Requirements

11.3.1 Settlement of Contempt Agreement

a. The state will seek funding so that the CJTC provides the 40-hour enhanced crisis intervention training courses to 25 percent of officers on patrol duty in law enforcement agencies within the phased regions.

b. The state will seek funding so that the CJTC provides all corrections officers and 9-1-1 dispatchers employed by governmental entities within each phased region, except those employed by the Department of Corrections or federal entities, at least eight hours of CIT.

### 11.4 Education and Outreach

a. Law enforcement agencies are familiar with CIT training. The CJTC will contact agencies in the phased regions to provide education on additional training opportunities, funding, and the goal to send 25 percent of patrol officers to the enhanced CIT training.

b. Those agencies located within the phased regions will receive training as administered by the CJTC. The 40-hour enhanced CIT training is region-specific and includes local resources, contacts, and procedures for dealing with individuals in a behavioral or substance abuse emergency.

c. The CJTC will meet with police chiefs, sheriffs, and agency training managers to assist with coordinating training, budget, and staffing needs for this agreement.

d. The CJTC will continue to work with the state office of 9-1-1 telecommunications about how the agreement will impact 9-1-1 training during the coming fiscal year.

e. County and local jail personnel need to complete at least eight hours of CIT training as well. The eight-hour course focuses on signs, symptoms, and intervention strategies related to behavioral emergencies with which they are most likely to come into contact.

11.5 Action Plan and Timeline

a. CJTC will conduct and complete a training audit of law enforcement agencies in Phase 3 to identify the number of officers that still need training to reach the 25% goal by June 30, 2025.

b. CIT 40-hour classes will be offered in the Phase 3 regions. CJTC will deliver the necessary 40-hour enhanced CIT courses by June 30, 2025.

c. CJTC will coordinate with the Washington State 9-1-1 Office to deliver the telecommunicator (911) classes into Phase 3. CJTC will deliver the necessary CIT for dispatch/9-1-1 courses by June 30, 2025.

d. CJTC will deliver the necessary CIT for corrections courses by June 30, 2025.

## 12.0 Education and Training – Technical Assistance to Jails

12.1 Assigned Owner

DSHS is responsible for providing technical assistance to jails as part of the Trueblood agreement.

12.2 Statewide vs. Regional

The state will implement this element of the agreement in selected regions in phases according to the plan outlined in the agreement.

12.3 Requirements

12.3.1 Settlement of Contempt Agreement

The state will include peer support specialists as they continue providing educational and technical assistance.

12.4 Education and Outreach

a. DSHS team leads will continue to collaborate and interact with jail staff in Phase 3 regions and participate in any workgroups that may form for the purposes of identifying and addressing training needs or other forms of technical support.

b. Jail staff in the Phase 3 regions can use the Jail Technical Assistance website (https://www.dshs.wa.gov/bha/office-forensic-mental-health-services/resources) to share information, training resources, upcoming opportunities, and solicit feedback.

c. The Workforce Development team will ensure collaboration efforts include one or more HCA subject matter experts on peer support specialists.

d. Continue to deliver scheduled monthly training webinars, with a minimum of twenty of these statewide training events to be provided during Phase 3, while ensuring that all jails within those counties where the settlement agreement is being implemented are informed of the availability of this training.

12.5 Action Plan and Timeline

a. Continue to meet monthly, or as needed, to complete work on training materials and website.

## 13.0 Workforce Development – Enhanced Peer Support

13.1 Assigned Owner

HCA is responsible for peer support programs in the state of Washington.

13.2 Statewide vs. Regional

The state will implement this element of the agreement in selected regions in phases according to the plan outlined in the agreement.

13.3 Requirements

13.3.1 Settlement of Contempt Agreement

a. The state will create a peer counselor continuing education enhancement program for certified peer counselors that includes specialized training in criminal justice.

b. The state will provide ongoing training for these peer support specialists and target the training and support to assist in establishing these positions in the programs outlined in the agreement.

c. These enhanced peer support specialists are integrated into the following programs:
   i. Technical assistance to jails
   ii. Forensic PATH
   iii. Outpatient competency restoration

iv. Forensic HARPS

d. The state will explore the possibility of federal funding for peer support specialists to encourage wider use of this role.

## 13.4 Education and Outreach

a. Outreach and education will focus on providing information about forensically trained certified peer counselor roles and activities.

b. The Enhanced Peer Supports Program administrator will work in partnership with the regions and other Trueblood implementation teams to utilize the FAQ, fact sheet, DBHR peer support webpage, Office of Recovery Partnership distribution list, recorded webinars, and other communication materials as needed.

c. Discussions on operationalizing peer services will occur with the technical assistance to jails, Forensic PATH, Forensic HARPS, and outpatient competency restoration teams.

d. Inform the peer community, tribes, urban Indian health providers, stakeholders, jails, forensic navigators, and other relevant partners about certified peer counselors' roles and activities.

e. Inform the peer community, tribes, urban Indian health providers, stakeholders, jails, forensic navigators, and other relevant partners about the Enhanced Peer Support Program's continuing education curriculum.

f. Education and outreach will also be provided to other groups as needed and identified.

g. Offer technical assistance to Trueblood element providers in Phase 3 on how to operationalize enhanced peer support within their organizations in alignment with startup dates for other Trueblood elements (OCRP, FHARPS, and FPATH) identified within this implementation plan.

## 13.5 Action Plan and Timeline

a. Offer in-person trainings for *Intersection of Behavioral Health and the Law* and *Enhancing Your Cultural Intelligence* with a minimum of two per year unless physical distancing protocols prevent such gatherings.

b. Continue to conduct ongoing evaluation and satisfaction with the enhanced peer support trainings through anecdotal and formal feedback processes and use learner feedback to improve the learner experience.

c. Continue to offer at least one train the trainer event annually for the *Enhancing Your Cultural Intelligence* training.

## 14.0 Workforce Development

### 14.1 Assigned Owner

DSHS is responsible for providing workforce development for DSHS staff and providing limited training resources to the forensic mental health community.

### 14.2 Statewide vs. Regional

Workforce development evaluation and support will be implemented as part of the statewide effort.

### 14.3 Requirements

14.3.1 Settlement of Contempt Agreement

a. Hire or contract workforce development specialists assigned to the functional areas of community, inpatient, and law enforcement. Duties include:
   i. Participate in workgroups.
   ii. Conduct training needs survey/gap analysis.
   iii. Develop master training plan(s).
   iv. Develop and coordinate training including standardized manuals and guidelines.
   v. Collaborate with community-based organizational workforce development staff.
   vi. Evaluate training programs.

b. Prepare an annual report on a. above that includes recommendations about specific workforce development steps needed to ensure success of the Trueblood agreement. Distribute the report to executive committee, and key and interested legislators.

### 14.4 Education and Outreach

Continue to actively participate in regional and statewide groups and teams on workforce development and use the DSHS Workforce Development website. (https://www.dshs.wa.gov/bha/workforce-development) to publish reports and share information. Seek to participate as new workforce development-related groups are formed.

a. Continue to develop training materials, which can include guidebooks, presentations, web-based content and other forms of training or reference material as needed.

b. Continue to work with partners and stakeholders at a statewide level to determine staffing challenges (e.g., positions that are difficult to recruit and retain; skills deficits in applicants, newly hired and experienced staff).

14.5 Action Plan and Timeline

a. Continue to deliver trainings throughout Phase 3.
    i. Continue to develop and disseminate online trainings.

    ii. Continue to make trainings and resource materials available to partners statewide.

    iii. Continue to use specialized distribution lists to ensure relevant partners receive information (e.g., behavioral health providers, educational partners, jails staff, law enforcement and others).

b. Engage with service providers in Phase 3 region to determine staffing challenges specific to the Phase 3 geographic area dure Phase 3.
    i. Workforce Development Specialists will share the results from the 2022 Behavioral Health Workforce Survey conducted by WFD staff.

    ii. Conduct a follow up survey to identify Region-specific staffing challenges and analyze results to look for similarities or differences in the workforce challenges being experienced in each of the geographic areas in each Phase of implementing the SCA.

## In Closing

The purpose of this Phase 3 implementation plan is to lay the foundation for improvement of existing Trueblood services, and to recommend additional expansion of these services, to the Thurston/Mason and Salish regions. Because the plan sets out ambitious timelines, and unforeseen circumstances may arise, the parties expect to continue learning as further implementation proceeds. Any necessary changes or adjustments to the plans and timelines in this document will be addressed with the committees created by the contempt settlement agreement as well as with the Court.