

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

Trueblood Phase 4 Final Implementation Plan

June 17, 2025



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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. If the court finds the evaluation shows the person is not competent, the court usually orders 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 people 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 1-3 was guided by Final Implementation Plans. The Phase 4 Preliminary Implementation Plan established a framework from which Trueblood partners drafted a subsequent final implementation plan for Phase 4, as was done during the previous three phases. The 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 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 4. 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 Phases 1, 2, and 3. The parties therefore again share their common understanding 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 4.

Phase 1: July 1, 2019 to June 30, 2021, which 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. Settlement Agreement phases run parallel to legislative biennia and began with the 2019-2021 biennium.

Phase 2: July 1, 2021 to June 30, 2023, 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.

Phase 3: July 1, 2023 to June 30, 2025, implementation of Phase 3 of the Settlement Agreement remains in progress through June 30, 2025. Expansion of Trueblood programming was brought to two new regions: Thurston/Mason and Salish, which consists of Clallam, Jefferson, and Kitsap Counties.

Phase 4: July 1, 2025 to June 30, 2027, works to improve the Contempt Settlement Agreement elements within the existing phased regions. The Final Implementation Plan applies lessons learned from previous settlement phases to strengthen Trueblood programming in the existing Behavioral Health Administrative Service Organizations (BHASO) regions.

Agreed Proposal of the Parties as to Implementation of Phase Four

The Parties reached agreement on the Phase 4 Implementation Plan on Sept. 25, 2024. The Phase 4 agreement is attached to this report as Appendix A. Please refer to it for the agreement text in its entirety. Each of the “Agreement Elements” in this Implementation Plan have a subsection, “Phase 4 Agreement” where the language pertaining to that element is detailed.

Phases 1-3 Accomplishments

Each phase has been guided by a Final Implementation Plan. Although many Trueblood programs and reforms have had statewide effects since their inception, Phases 1-3 have each focused on specific regions of the State. To learn more about the programs and accomplishments in each phase, please refer to [the semi-annual reports](#), which describe the State’s actions and accomplishments in detail.



Agreement Elements

The Phase 4 Final Implementation Plan includes those elements of the Contempt Settlement Agreement which have new Phase 4 programmatic requirements. Please be aware that element numbers for Phase 4 have changed significantly from previous implementation plans.

1.0 Competency Restoration – Outpatient Competency Restoration Program

1.1 Assigned Owner

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

1.2 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 4, 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.

1.3 Requirements

1.3.1 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.

1.3.2 Phase 4 Agreement

- 1. The State agencies will request funding in Governor Inslee's final budget to enhance OCRP through:
 - a. One new OCRP / Forensic Navigator co-outreach position per team, that will work to:
 - i. Reduce barriers to OCRP enrollment, and improve the enrollment process, - [sic] and
 - ii. Do more OCRP / FN co-outreach to class members in jails, to build rapport and increase the likelihood that class members agreeing to conditions of OCRP enrollment.
 - b. One new OCRP data entry and data support position per team, who will also work to try and identify when OCRP revocations are most likely to occur, so that HCA and DSHS might become better able to target services to reduce conditional release revocations from OCRP [sic]

1.4 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.



- b. HCA's OCRP program manager will be available for technical assistance upon request. In partnership with DSHS, they will continue to provide technical support and training to support people stepping down into OCRP from higher levels of care.
- c. This includes assisting with the step-down process from inpatient restoration to OCRP.
- d. Information will be available through media such as presentations, webinars, and written online materials.
- e. OCRP stakeholders will meet to discuss evidence around best practices and provide feedback around the OCRP best practices manual draft.
- f. DSHS and HCA will continue to meet with stakeholders to conduct outreach and education to the provider network as needed.
- g. DSHS and HCA will communicate and engage with tribes using existing tribal meetings and through Dear Tribal Leader Letters, with the support of the HCA and DSHS tribal liaisons.
- 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 the Trueblood elements. This includes targeting outreach efforts to criminal courts that are consistently ordering inpatient restoration for multiple defendants charged with misdemeanors on a monthly basis, as tracked by DSHS.
- i. HCA will continue to monitor the implementation of the OCRP in all phased regions.
- j. In partnership with DSHS, HCA will complete continuous quality improvement efforts including finalizing an OCRP best practices manual.
- 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.

1.5 Action Plan and Timeline

- a. Continue to collaborate with regional partner and stakeholder groups, provider networks, BHASOs, community mental health agencies, tribes, and urban Indian health providers. This



includes providing ongoing outreach and education to those groups toward increasing use of OCRP in phased regions. OCRP will continue to coordinate with the Forensic Navigator Program, Forensic Housing and Recovery through Peer Services (HARPS), and the Forensic Projects for Assistance in Transition from Homelessness (PATH) in all phased regions.

- b. Based on the final budget, HCA will add funding to the OCRP contractors in SFY26 to expand the OCRP staffing model to include:
 - i. A data entry specialist position per team
 - ii. An outreach and engagement specialist position per team
- c. Based on the final budget, HCA will execute contract amendments with the OCRP providers to include these additional positions by Sept. 1, 2025.
- d. OCRP providers will recruit, hire, and train staff with HCA support and technical assistance within nine months of contract execution, with staff expected to be hired by Feb. 28, 2026.
- e. OCRP contracted providers will attend and participate in an annual OCRP symposium that will focus on best practices and provide a cross-state networking opportunity.
- f. HCA will meet with Plaintiffs by June 30, 2026, to discuss OCRP data in the most recent semi-annual report, and how provider recruitment and contracting might improve in light of that data.
- g. HCA will implement the following action plan to assess the quality of OCRP data and program services:
 - i. Complete OCRP logic model and review with OCRP providers, Research and Data Analysis (RDA), and the Plaintiffs by Dec. 31, 2026.
 - ii. Draft OCRP Program Standards and review with OCRP providers and the Plaintiffs by Dec. 31, 2026.
 - iii. HCA will provide intensive technical assistance and trainings related to the program standards to ensure that the OCRP providers are implementing the program services and outputs listed in the logic model.
 - iv. HCA will provide recurring data entry trainings and technical assistance.
 - v. OCRP providers will submit quarterly reports to HCA to collect meaningful qualitative data which will be included in the OCRP program updates and successes section of the semi-annual report.
 - vi. HCA will continue improvements to the data capture system to improve the quality of data submissions.

2.0 Competency Restoration – Forensic Navigators

2.1 Assigned Owner

DSHS is responsible for hiring and employing forensic navigators.

2.2 Statewide vs. Regional

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

2.3 Requirements

2.3.1 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.

2.3.2 Phase 4 Agreement

1. The State will make adjustments to relevant policies or procedures, if any are necessary, so that Forensic Navigators will provide trial courts with new Recommended Service Plans (RSPs) after subsequent orders for inpatient restoration treatment. These new RSPs will include updated assessments speaking to suitability for both outpatient treatment and diversion.
2. The State will make adjustments to relevant policies or procedures, if any are necessary, so that Forensic Navigators will submit additional Recommended Service Plans for certain individuals who may be suitable for OCRP, but have already been admitted for inpatient restoration. In particular:
 - a. For individuals whom the Forensic Navigator previously determined to meet all criteria for OCRP but were court-ordered to inpatient treatment, the FN will follow the individual's progress in IP treatment for up to 21 days, to see if there are marked improvements that would justify submitting to the Court a new Recommend Services Plan.
 - b. For individuals who the Forensic Navigator previously determined would have been suitable for OCRP but for their level of psychiatric acuity, the FN will follow the individual's progress in IP treatment for up to 21 days, to see if there are marked improvements that would justify submitting to the Court a new Recommend Services Plan.

2.4 Education and Outreach

- a. Inform relevant partners of changes to forensic navigator work, including promoting and helping partners better understand newer diversion and treatment options as well as competency restoration service options, and conducting additional education as needed.

2.5 Action Plan and Timeline

- a. Work with partners (internal and external) related to any legislative changes during the 2025 legislative session.



- b. Implement the Phase 4 forensic navigator agreements by Dec. 31, 2025.

3.0 Crisis Triage and Diversion – Additional Beds

3.1 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.

3.2 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.

3.3 Requirements

3.3.1 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.

3.3.2 Phase 4 Agreement

The Parties agree that no additional Trueblood specific Crisis Stabilization Facilities should be built during Phase 4. One Phase 2 Crisis Stabilization Facility has faced delays attributable to a significant dispute with the provider under contract to build this facility. The State has since sent that provider a letter terminating the contract and is now pursuing next steps in terms of recapturing any funds to this provider and seeking additional funding as needed through a decision package proposal to the Governor.

4.0 Crisis Triage and Diversion – Residential Supports; Forensic HARPS

4.1 Assigned Owner

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

4.2 Statewide vs. Regional

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

4.3 Requirements

4.3.1 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 [sic] alters the obligations of the Parties under the Settlement Agreement.

4.3.2 Phase 4 Agreement

1. The State agencies will request funding in Governor Inslee's final budget to strengthen FHARPS and provide improved residential supports for FPATH or OCRP enrolled class members. Specifically and in relation to FHARPS:
 - a. For additional housing specialist and Certified Peer positions in the Phase 1 and 2 regions, with the added intent of allowing class members access to these services for up to 24 months.
 - b. For one new FHARPS referral coordination and engagement position per team, to improve:
 - i. Timeliness of new referrals,
 - ii. Coordination with and "warm hand offs" to Forensic Navigators, and
 - iii. Pre-enrollment engagement in services, such as rapport building, jail release planning, and outreach and in-reach engagement.
 - c. For one new FHARPS data entry and data support position per team.

4.4 Education and Outreach

- a. HCA will conduct training on FHARPS program services for all Forensic HARPS teams on an annual basis which will include housing first practices, permanent supportive housing principles, and participant-choice in housing.
- b. Training for all new staff will also include PDAMS data entry, Enhancing Your Cultural Intelligence, Diversity and Equity and Inclusion Training, and The Intersection of Behavioral Health and the Law Training.



- 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 continue to collaborate with stakeholders, tribes, urban Indian health programs, and other interested parties.
- e. FHARPS teams will continue to outreach 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 continue outreach to the provider network.
- g. HCA will communicate the contracting process and timeline to appropriate parties.
- h. HCA will coordinate with stakeholder groups to announce final contracts and contracting language. HCA, in partnership with the other Trueblood elements, will continue to outreach and provide technical assistance to criminal courts and other stakeholders, to support the Forensic HARPS program services.
- i. HCA will continue to monitor the implementation of the Forensic HARPS programs in the phased regions and provide updates as needed.
- j. HCA will perform continuous quality improvement in accordance with the housing first practices, permanent supportive housing principles, and participant-choice in housing service delivery.
- k. HCA will use information obtained from monitoring efforts to provide technical assistance and deliver program improvement strategies to FHARPS providers.
- l. HCA will contribute necessary or relevant data and information to the quarterly and semi-annual reports to the courts.
- m. HCA will conduct outreach and education within the phased regions to community behavioral health providers, housing providers, and property owners to support the implementation of the Post-FHARPS Global Leasing Program.

- n. HCA will utilize the technical assistance documents, including the toolkit and other materials, created by C4 Innovation to educate the new Global Leasing contractors on best practices within the global leasing model.
- o. HCA will connect the new Global Leasing contractors to the regional FHARPS teams to support a continuum of housing between FHARPS and the new post-FHARPS Global Leasing Program.

4.5 Action Plan and Timeline

- a. Subject to adjustment for the final budget, HCA will execute contract amendments with the existing FHARPS providers by Sept. 1, 2025, to add the following new positions and program enhancements:
 - i. Additional housing specialist and Certified Peer positions in the Phase 1 and 2 regions.
 - ii. One new FHARPS referral coordination and engagement position per team in each region.
 - iii. One new FHARPS data entry and data support position per team in each region.
 - iv. Increased housing bridge subsidies to increase the program length of time to 24 months.
- b. HCA will support the FHARPS providers with the recruitment, hiring, and training of new FHARPS staff, with new staff anticipated to be hired by Feb. 28, 2026.
- c. If HCA determines that additional FHARPS contractors are needed in the Phase 1 or 2 regions, then HCA will prioritize contracting with community behavioral health agencies that have 1) demonstrated responsible operations of services and 2) housing or access to dedicated transitional housing that meets HCA's standards for safety, care, and responsibility.
- d. If HCA executes new FHARPS contracts with additional behavioral health agencies in the Phase 1 or 2 regions, HCA will support with the recruitment, hiring, and training of new FHARPS staff, with new staff anticipated to be hired within eight months of contract execution.
- e. HCA will meet with Plaintiffs by June 30, 2026, to discuss FHARPS data in the most recent semi-annual report, and how provider recruitment and contracting might improve in light of that data.
- f. HCA will implement the following action plan to assess the quality of FHARPS data and program services:
 - i. Complete FHARPS logic model and review with FHARPS providers, RDA, and the Plaintiffs by Dec. 31, 2026.
 - ii. Draft FHARPS Program Standards and review with FHARPS providers and the Plaintiffs by Dec. 31, 2026.

- iii. HCA will provide intensive technical assistance and trainings related to the program standards to ensure that the FHARPS providers are implementing the program services and outputs listed in the logic model.
 - iv. HCA will provide recurring PDAMS data entry trainings, technical assistance, and will meet with the FHARPS providers on a monthly basis to review data submissions and provide data quality feedback.
 - v. FHARPS providers will submit quarterly reports to HCA to collect meaningful qualitative data which will be included in the FHARPS program updates and successes section of the semi-annual report.
 - vi. HCA will continue improvements to the PDAMS data capture system to improve the quality of data submissions.
- g. Subject to adjustment for the final budget, HCA will execute three new contracts with behavioral health providers by Sept. 1, 2025, to establish the post-FHARPS Global Leasing Housing program in three of the phased regions.
 - h. HCA will support the post-FHARPS global lease providers with the recruitment, hiring, and training of new global leasing staff, with new staff anticipated to be hired by Feb. 28, 2026.
 - i. HCA will meet with Plaintiffs by June 30, 2026, to discuss post-FHARPS Global Leasing data and how provider recruitment and contracting might expand in light of that data.

5.0 Crisis Triage and Diversion – Forensic PATH

5.1 Assigned Owner

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

5.2 Statewide vs. Regional

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

5.3 Requirements

5.3.1 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.

5.3.2 Phase 4 Agreement

1. The State agencies will request funding in Governor Inslee's final budget to strengthen its FPATH teams, with the intent of offering to class members more intensive services. Specifically, and in relation to FPATH:
 - a. For additional case managers and Certified Peers in Phase 1 and 2 regions, with the specific goal of allowing class members to access FPATH services for up to 24 months.
 - b. For one new FPATH referral coordination and engagement position per team, to better connect class members to services, including housing through FHARPS.
 - c. For one new FPATH data entry and data support position per team.
 - d. For one Substance Use Disorder Professional/Trainee per team.
 - e. For additional basic legal support for class members, targeting efforts that may reduce the likelihood of future criminal justice system involvement.
 - f. For bettering the Regional ARNP support added during Phase 3, by enhancing these services with complementary medical assistant support, access to flex funds, and transport for these services.

5.4 Education and Outreach

- a. Forensic PATH will make program information available to tribes, urban Indian health providers, and stakeholders in the region. The FPATH 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 people with two or more competency evaluations, in two or more cause numbers, in the last two years who are homeless and not connected to treatment.
- c. HCA will outreach and educate existing tribes, urban Indian health providers, stakeholder groups, MCOs, and BHASOs on the Phase 4 FPATH program enhancements.
- d. HCA, in partnership with other Trueblood elements, will continue to 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.

- e. HCA will continue to monitor the implementation of the Forensic PATH programs in the Phased 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 people with multiple competency evaluation orders in the last two years.
- f. 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.
- g. 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.
- h. HCA will contribute to the monthly, quarterly, and semi-annual reports to the courts.

5.5 Action Plan and Timeline

- a. Subject to adjustment based on the final budget, HCA will execute contract amendments with the existing FPATH providers by Sept. 1, 2025, to add the following new positions and program enhancements:
 - i. Additional FPATH case managers and Certified Peer positions in the Phase 1 and 2 regions.
 - ii. One new FPATH referral coordination and engagement position per team in each region.



- iii. One new FPATH data entry and data support position per team in each region.
 - iv. Increased participant flex funds and program costs to increase the program length of time to 24 months.
- b. HCA will support the FPATH providers with the recruitment, hiring, and training of these new positions, with new staff anticipated to be hired by Feb. 28, 2026.
- c. If HCA determines that additional FPATH contractors are needed in the Phase 1 or 2 regions, then HCA will prioritize contracting with community behavioral health agencies that have (1) demonstrated responsible operations of services and (2) a clear track of record of providing quality case management services to people in the legal or forensic system with serious mental illness, substance use disorders, and experiencing homelessness.
- d. If HCA executes new FPATH contracts with additional behavioral health agencies in the Phase 1 or 2 regions, HCA will support with recruitment, hiring, and training, with new staff anticipated to be hired within eight months of contract execution.
- e. HCA will meet with Plaintiffs by June 30, 2026, 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 implement the following action plan to assess the quality of FPATH data and program services:
 - i. Complete FPATH logic model and review with FPATH providers, RDA, and the Plaintiffs by Dec. 31, 2026.
 - ii. Draft FPATH Program Standards and review with FPATH providers and the Plaintiffs by Dec. 31, 2026.
 - iii. HCA will provide intensive technical assistance and trainings related to the program standards to ensure that the FPATH providers are implementing the program services and outputs listed in the logic model.
 - iv. HCA will provide recurring PDAMS data entry trainings, technical assistance, and will meet with the FPATH providers on a monthly basis to review data submissions and provide data quality feedback.
 - v. FPATH providers will submit quarterly reports to HCA to collect meaningful qualitative data which will be included in the FPATH program updates and successes section of the semi-annual report.
 - vi. HCA will continue improvements to the PDAMS data capture system to improve the quality of data submissions.

- g. Subject to adjustment based on the final budget, HCA will execute contracts with behavioral health agencies for a substance use disorder professional/trainee with the intent that these positions will coordinate with the FPATH providers and provide community-based SUD support to FPATH participants. Contractors may include existing FPATH, FHARPS, OCRP providers, or a new contractor depending on licensure and ability to provide SUD clinical supervision. If HCA determines that additional contractors are needed to provide these SUDP/T positions, then HCA will consult with the regional BHASOs for guidance on agency recommendations. HCA will execute contracts for the SUDP/T positions by Dec. 31, 2025. HCA will support the contracted providers with the recruitment, hiring, and training of SUDP/T with new staff anticipated to be hired by June 30, 2026.
- h. Subject to adjustment based on the final budget, HCA will execute contracts with behavioral health agencies for a regional ARNP/prescriber (Advanced Registered Nurse Practitioner) with the intent that these positions will coordinate with the regional element Trueblood teams and provide community-based prescribing and street-based medicine to FPATH, FHARPS, and OCRP participants. Contractors may include existing FPATH, FHARPS, OCRP providers, or a new contractor depending on licensure and ability to provide clinical supervision. HCA will execute contracts for the ARNP positions by Dec. 31, 2025.

6.0 Education and Training – Technical Assistance to Jails

6.1 Phase 4 Agreement

The Parties agree, and jointly recommend to the Court, that the jail technical assistance and workforce development elements of the Contempt Settlement Agreement shall be removed from the Agreement. The State shall have no further obligation or commitments with relation to the jail technical assistance element as described in § III.D.2 of the Contempt Settlement Agreement, and the workforce development element at § III.E of the Contempt Settlement Agreement, including prior and future Phased Regions and reporting. This change is implemented in recognition of these programs' objectives having been met, and because these programs now operate statewide and in a broader manner than was first contemplated by the Contempt Settlement Agreement, rendering further monitoring of these programs within the Trueblood space of no apparent material added value.

7.0 Workforce Development

7.1 Phase 4 Agreement

The Parties agree, and jointly recommend to the Court, that the jail technical assistance and workforce development elements of the Contempt Settlement Agreement shall be removed from the Agreement. The State shall have no further obligation or commitments with relation to the jail technical assistance element as described in § III.D.2 of the Contempt Settlement Agreement, and the workforce development element at § III.E of the Contempt Settlement Agreement, including prior and future Phased Regions and reporting. This change is implemented in recognition of these programs'



objectives having been met, and because these programs now operate statewide and in a broader manner than was first contemplated by the Contempt Settlement Agreement, rendering further monitoring of these programs within the Trueblood space of no apparent material added value.

8.0 Legislative Changes – Phase 4 Agreement

- a. The State and Plaintiffs will work collaboratively to develop a legislative proposal related to RCW 10.77. Please refer to Appendix A for additional details.

In Closing

The purpose of this Phase 4 implementation plan is to lay the foundation for improvement and increased use of existing Trueblood services. 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.



Appendix A – Text of the Parties Agreed Phase Four Proposal

Trueblood v. DSHS

Agreed Proposal of the Parties as to Implementation of Phase Four

The parties acknowledge their mutual goal of improving the contempt settlement elements within phased regions. This agreement describes a plan, jointly developed by the State and the Plaintiffs, to further the goals of the Contempt Settlement Agreement in this matter, but it is not a contract. The Parties acknowledge the impending significant period of transition as the Inslee Administration comes to an end and a newly elected governor takes office. The State and its officials enter into this agreement under their current authority to do so, and the State agrees to seek funding for the plan below in Governor Inslee’s final budget proposal to be issued in December 2024.

The State and the Plaintiffs further intend to work collaboratively and in good faith to accomplish the objectives of this agreement. The State also agrees to make good faith efforts to notify the newly elected governor’s administration about this agreement, and encourage their support. But nothing in this agreement binds the newly elected governor who will take office in January 2025 and who may propose their own budget, or any future gubernatorial appointee, including the heads of any cabinet agency.

The intent of the changes proposed below is to improve the services already deployed in existing regions and increase utilization of the contempt settlement elements, including OCRP, FPATH, Forensic Navigators, and FHARPS. The commitments described below are described at a level of detail consistent with the structure of the commitments in the contempt settlement agreement, with further detail to be embodied in an implementation plan. Accordingly, and as a result of the negotiations between the Parties with regard to Phase Four, the State commits to the following actions:

FPATH

1. The State agencies will request funding in Governor Inslee’s final budget to strengthen its FPATH teams, with the intent of offering to class members more intensive services.

Specifically, and in relation to FPATH:

- a. For additional case managers and Certified Peers in Phase 1 and 2 regions, with the specific goal of allowing class members to access FPATH services for up to 24 months.
- b. For one new FPATH referral coordination and engagement position per team, to better connect class members to services, including housing through FHARPS.
- c. For one new FPATH data entry and data support position per team.
- d. For one Substance Use Disorder Professional / Trainee per team.



- e. For additional basic legal support for class members, targeting efforts that may reduce the likelihood of future criminal justice system involvement.
- f. For bettering the Regional ARNP support added during Phase 3, by enhancing these services with complementary medical assistant support, access to flex funds, and transport for these services.

FHARPS

2. The State agencies will request funding in Governor Inslee’s final budget to strengthen FHARPS and provide improved residential supports for FPATH or OCRP enrolled class members. Specifically and in relation to FHARPS:
 - a. For additional housing specialist and Certified Peer positions in the Phase 1 and 2 regions, with the added intent of allowing class members access to these services for up to 24 months.
 - b. For one new FHARPS referral coordination and engagement position per team, to improve:
 - i. Timeliness of new referrals,
 - ii. Coordination with and “warm hand offs” to Forensic Navigators, and
 - iii. Pre-enrollment engagement in services, such as rapport building, jail release planning, and outreach and in-reach engagement.
 - c. For one new FHARPS data entry and data support position per team.

Post-FHARPS Housing Supports

HCA established a Global Leasing Program, through “Proviso 93” in 2023, where funding and other supports are made available to expand global leasing opportunities for class members, including: landlord financial incentives; coverage of vacancies, damages, and turnover; and a housing support specialist position to provide direct support to class member residents. This Program currently has funding to establish Trueblood specific Global Leasing in two Phased regions in State FY 2025 and then expand to one additional region, for three total, during State FY 2026.

3. The State agencies will request funding in Governor Inslee’s final budget to create additional post-FHARPS housing for individuals who are exiting FHARPS with no other housing supports. Those eligible for this Trueblood Global Leasing Program in State Fiscal Year 2026 or thereafter will be able to receive long-term housing subsidies for up to five years through this program.

OCRP

4. The State agencies will request funding in Governor Inslee’s final budget to enhance OCRP through:
 - a. One new OCRP / Forensic Navigator co-outreach position per team, that will work to:



- i. Reduce barriers to OCRP enrollment, and improve the enrollment process, - and
 - ii. Do more OCRP / FN co-outreach to class members in jails, to build rapport and increase the likelihood that class members agreeing to conditions of OCRP enrollment.
- b. One new OCRP data entry and data support position per team, who will also work to try and identify when OCRP revocations are most likely to occur, so that HCA and DSHS might become better able to target services to reduce conditional release revocations from OCRP

Forensic Navigators

- 5. The State will make adjustments to relevant policies or procedures, if any are necessary, so that Forensic Navigators will provide trial courts with new Recommended Service Plans (RSPs) after subsequent orders for inpatient restoration treatment. These new RSPs will include updated assessments speaking to suitability for both outpatient treatment and diversion.
- 6. The State will make adjustments to relevant policies or procedures, if any are necessary, so that Forensic Navigators will submit additional Recommended Service Plans for certain individuals who may be suitable for OCRP, but have already been admitted for inpatient restoration. In particular:
 - a. For individuals whom the Forensic Navigator previously determined to meet all criteria for OCRP but were court-ordered to inpatient treatment, the FN will follow the individual's progress in IP treatment for up to 21 days, to see if there are marked improvements that would justify submitting to the Court a new Recommend Services Plan.
 - b. For individuals who the Forensic Navigator previously determined would have been suitable for OCRP but for their level of psychiatric acuity, the FN will follow the individual's progress in IP treatment for up to 21 days, to see if there are marked improvements that would justify submitting to the Court a new Recommend Services Plan.

Crisis Stabilization Facilities

- 7. The Parties agree that no additional Trueblood specific Crisis Stabilization Facilities should be built during Phase 4. One Phase 2 Crisis Stabilization Facility has faced delays attributable to a significant dispute with the provider under contract to build this facility. The State has since sent that provider a letter terminating the contract and is now pursuing next steps in terms of recapturing any funds to this provider and seeking additional funding as needed through a decision package proposal to the Governor.

Jail Technical Assistance and Workforce Development

8. The Parties agree, and jointly recommend to the Court, that the jail technical assistance and workforce development elements of the Contempt Settlement Agreement shall be removed from the Agreement. The State shall have no further obligation or commitments with relation to the jail technical assistance element as described in § III.D.2 of the Contempt Settlement Agreement, and the workforce development element at § III.E of the Contempt Settlement Agreement, including prior and future Phased Regions and reporting. This change is implemented in recognition of these programs' objectives having been met, and because these programs now operate statewide and in a broader manner than was first contemplated by the Contempt Settlement Agreement, rendering further monitoring of these programs within the Trueblood space of no apparent material added value.

Legislative Changes

9. Beginning prior to the next legislative session, the State and Plaintiffs will work collaboratively to develop a legislative proposal related to RCW 10.77. The State will, following consultation with Plaintiffs, support and work to achieve legislative changes geared towards advancing goals within the settlement agreement and reducing the number of people ordered into competency evaluation and restoration. The State's efforts may include either advancing a legislative proposal or supporting legislation that has been proposed by others. These efforts are subject to any potential additional direction issued by the new administration. The State and Plaintiffs will collaborate on strategy for advancing such proposals through the legislature, including partnering as needed on work and communication with stakeholders.
10. The commitment to pursue the type of legislative proposal described above does not imply a requirement for the Parties to agree on other topics or bill proposals related to forensic services. The State or Plaintiffs may advance other bills or proposals related to forensic services or may also support other legislation related to forensic services and neither Party is obligated to support or oppose such efforts or legislation, nor is doing so, in and of itself, a violation of the agreement within this section. It is not a violation of this agreement for the parties to disagree on and, as a result, support or oppose different approaches to legislative proposals that address forensic services.

