



**Memorandum of Understanding (MOU) between
Deschutes County and
American Federation of State, County and Municipal Employees Local 3997 (AFSCME)
Regarding Health Services Behavioral Health Service Area Position Incentive Programs Eligible
for HB 4004 Behavioral Health Workforce Stability Funds**

Document #DC-2022-549

This Memorandum of Understanding ("MOU") is entered into by and between Deschutes County (the "County") and the American Federation of State, County and Municipal Employees Local 3997 ("AFSCME"). The County and AFSCME are parties to the *Agreement Between Deschutes County and the American Federation of State, County and Municipal Employees Local 3997 (Agreement)*.

The purpose of this MOU is for Deschutes County and AFSCME to come to an agreement providing the County discretion to immediately implement incentive programs, funded by HB 4004 Behavioral Health Workforce Stability Funds, intended to address challenging recruitment and retention issues specifically positions that often require employees to possess knowledge, skills, and certifications to hold, or support, Behavioral Health positions.

Per the dated April 12, 2022 OHA communication regarding HB 4004: "Oregon is in a behavioral health care workforce crisis," which has "discouraged qualified individuals from seeking employment with providers serving Oregon's community members who are most vulnerable and impacted by health inequities." The letter notes that workforce shortages "directly impact the ability of ...providers [such as DCHS] to maintain full capacity which, in turn, reduces provider revenues and ability to meet payroll obligations." HB 4004 directed OHA to provide grant funds to entities such as DCBH to, "increase compensation to the providers' staff and pay hiring and retention bonuses if necessary" to "recruit new staff or retain the providers' staff."

DCHS Behavioral Health Program is experiencing recruitment and retention challenges for certain high qualification positions. In addition, stabilizing the entire BH workforce at this critical moment is key. DCHS intends to use the resources granted to provide recruitment and retention bonuses for employees willing to commit to and sign stay agreements. DCHS BH proposes a two-tiered approach with retention incentives for all qualifying BH and BH support staff and targeted recruitment and retention bonuses for notably difficult-to-fill positions. Incentives will be deployed as outlined below.

The parties agree as follows:

1. The County, in its sole discretion, shall select Behavioral Health Program, and program support positions, eligible to receive incentive compensation and pilot methods, subject to availability of funds, to address recruitment and retention issues. The County may expand or contract compensation or other incentives as allowed under federal and state law, County ordinances and/or policies, or common law. Nothing in this MOU shall preclude the County from making changes to the incentive programs detailed below, including discontinuing the programs for any reason. However, the County shall honor any previously agreed to individual employee incentive

compensation agreements to the extent the employee fulfills their required reciprocal obligations.

2. Signing and Retention compensation will be a one-time incentive program and it does not create a binding or enforceable precedent or past practice.
3. The union acknowledges that under ORS 243.672(1)(e) the parties are obligated to bargain in good faith prior to altering the status quo of any mandatory subject of bargaining that is not included in the CBA. The Association hereby acknowledges as satisfied any right under federal, state, or common law to bargain any aspect of the incentive programs detailed in this MOU, including the implementation, modification, or discontinuation of those programs.
4. Pursuant to this MOU, the County may, in its discretion, implement the following incentive programs:

a. Signing and Retention Compensation

I. The County, at its sole discretion, may select BH and BH support positions eligible to offer signing and retention bonuses to. Acceptance of any signing or retention bonus shall be voluntary and shall require a stay commitment to be memorialized by a written agreement obligating the employee to work directly for or in support of DCBH.

II. The eligible signing bonus will be paid within the first three months of employment and as part of the employee's paycheck after beginning employment with DCBH.

III. Bonus compensation may be offered as follows:

1. Medical Director and Health Officer - \$20,000 signing bonus with two-year stay agreement;
2. Psychiatrists and Psychiatric Nurse Practitioners, Public Health Nurse IIs (BH programs only) and Behavioral Health Supervisors – signing bonus for newly hired employees or a retention bonus for current employees in the amounts of \$15,000 with two-year stay agreement;
3. Behavioral Health IIs Licensed and Unlicensed and Data Analysts - signing bonus for newly hired employees or a retention bonus for current employees in the amounts of \$10,000 with two-year stay agreement;
4. All other eligible BH and BH support staff - a retention bonus for current employees in the amount of \$5,000 with two-year stay agreement, signing bonuses will not be offered;
5. Additional differential for all Crisis Program positions – signing bonus for newly hired employees in the amount of \$2,000 for two-year stay agreements. Furthermore, Crisis employees who received retention or signing bonus compensation prior to this MOU will have the option to increase their accepted incentive offer consistent with the amounts listed here in Section III. 5. with an extension of their stay agreement.

b. Employees that voluntarily resign, voluntarily transfer to a non-DCBH position or support position, or are at step 2 (written reprimand) or higher of progressive discipline as

defined by Article 6 of the AFSCME CBA prior to fulfilling the stay commitment automatically forfeit any remaining future prorated bonus compensation or other incentive program for the months any of these conditions are met and until the County determines the employee has effectively brought their performance to an acceptable level.

- c. The required written agreement noted above in this MOU shall be signed by the employee and, at a minimum, include provisions requiring the following:
 1. The employee shall remain in a position assigned to, or in support of DCBH for the agreed upon stay requirement, which may include employees who are promoted to DCBH positions within this timeframe.
 2. Crisis employees who accept additional retention or enhanced Crisis recruitment bonuses must remain in the Crisis Program for the duration of the two year stay agreement for the additional incentive to apply.
 3. In the event the full stay requirement time commitment is not met, employees shall be obligated to reimburse to the County a prorated, portion of the incentive programs paid to them.

 - d. If an employee is required to reimburse any portion of the incentive programs to the County, the County may, without further notice or authorization from the employee, deduct from the employee's next three (including final) paychecks any amounts due for reimbursement of the incentive programs to the full extent permitted by applicable law. If the employee's employment with the County ends for any reason before full reimbursement of all amounts due, the employee shall be required to reimburse all remaining amounts due within ninety (90) days of their last day of employment with the County. The written agreement with the employee shall advise the employee of the deductions to be authorized by his or her signature and voluntary agreement.
5. Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision of provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
 6. The provisions of this MOU are contractual and are not mere recitals. All terms, provisions and conditions of the MOU shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors and assigns.
 7. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
 8. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file or a similar format, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page is original thereof.
 9. Any dispute concerning the terms and conditions of this MOU brought by the County or AFSCME on behalf of its represented employees will be resolved under the terms of Article 7- Grievance

Procedure of the Agreement.

10. Except and unless specifically modified by this MOU, all terms and conditions of the Agreement shall remain in effect. To the extent any of the terms of this MOU conflict with those in the Agreement, the term and conditions of this MOU shall prevail for so long as it is in effect.
11. The parties acknowledge that they have had the opportunity to consult with their own legal counsel before signing and that they have either consulted with their own legal counsel regarding the terms and consequences of this MOU or have voluntarily elected not to consult with an attorney before signing.

BY SIGNING BELOW EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS THREE-PAGE MEMORANDUM OF UNDERSTANDING, THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Agreed to on this 22 day of June, 2022.

Signatures:



Nick Lelack for Deschutes County

6/22/2022
Date



Brenda Johnson for Oregon AFSCME Local 3997

06/22/2022
Date