



**Memorandum of Understanding (MOU) between
Deschutes County and
American Federation of State, County and Municipal Employees Local 3997 (AFSCME)
Regarding Health Services High Needs Rural Service Position Pay Differentials**

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 the County and AFSCME to come to an agreement providing the County discretion to immediately implement a pay differential to address challenging recruitment and retention issues and stabilize staffing levels in the La Pine service area, a high needs rural service area (“HNRSA”)¹ in Deschutes County.

Access to health services and supports in the La Pine service area is seriously threatened by the inability to recruit and retain key positions to work within the area. Despite efforts to address prolonged vacancies in the La Pine service area, such vacancies have increased since 2020. During this time staff turnover in the La Pine service area is 53% as compared to 28% for the Health Services Department. Key positions in the La Pine Behavioral Health Clinic have remained vacant for so long that services to the South County region are in serious jeopardy. This phenomenon is especially problematic given that Health Services is the sole provider of needed services in La Pine, a service area which has the lowest (and declining) access to behavioral health service providers in the region: .45 providers:1,000 persons vs. the Oregon Rural average of .62 providers:1,000 persons.

The result is continued and significant delays in access to care for a high risk rural population with the poorest health outcomes in the County. For example, La Pine has the lowest high school graduation rate in the County (59% compared to a County-wide rate of 87%), and is trending up in rates of depression, Emergency Department visits and poor mental health days compared to the rest of the County and State, and trending down since 2016 in access to mental health services.

To address the existential threat to the continued provision of health services in La Pine presented by the inability to recruit new staff and retain existing staff to provide services in the La Pine service area, the Health Services Department will assign a 10% pay differential to all Health Services staff whose primary work location is in the La Pine service area. In furtherance of this goal, the parties agree as follows:

¹ La Pine is identified as a HNRSA based on the US Census Bureau definition of a rural area (*any population, housing, or territory not in an urban area*), high levels of demonstrated health services need and low rates of access to healthcare providers as compared to other rural areas in Oregon (2020-2024 RHA).

1. The County shall identify the La Pine service area as a *High Needs Rural Service Area* for as long as the following criteria remain present:
 - a. La Pine residents demonstrate poorer mental and physical health outcomes than the rest of the county, as evidenced by higher rates of depression, emergency department utilization, and poor mental health days as compared to the rest of the county, *and*
 - b. La Pine demonstrates a critical shortage of BH providers, as evidenced by 5% fewer than the Oregon rural average or $>.58$ per 1,000 persons
2. The County, in its sole discretion, subject to the availability of funds, business needs, and so long as the La Pine service area meets the *HNRSA* criteria outlined in #1, shall assign a 10% pay differential to staff who report to La Pine service locations as their primary work location, as determined by the County.
3. Health Program *HNRSA* positions eligible to receive the differential must meet the following criteria:
 - a. Be assigned to the La Pine service area as their primary work location and report to work in La Pine for 100% of their identified work schedule, notwithstanding occasional/incidental off-site work requirements, such as attending off-site meetings, service appointments, trainings, etc. This does not include fully remote workers in La Pine.
 - b. Provide direct health services or direct support to health services in the La Pine *HRRSA*, including but not limited to the following position types currently and/or potentially assigned to the La Pine service area in the future:
 - I. Behavioral Health (BH) Supervisor
 - II. BH Specialist II Lic, BH Specialist II
 - III. BH Specialist I
 - IV. Peer Support Specialist
 - V. Psychiatrist, Psychiatric NP, Public Health Nurse I or II (none currently assigned)
 - VI. Admin Support Tech and/or Specialist
 - VII. Public Health Educator II
4. The County, in its discretion, may expand, contract, or discontinue compensation or other incentives provided to employee pursuant to this MOU and as otherwise allowed under Federal, State, County laws and/or policies. Nothing in this MOU shall preclude the County from making changes, in its discretion, to the incentive programs detailed herein, including discontinuing the programs for any reason. However, the County shall honor any previously agreed to individual employee incentive compensation agreements arising pursuant to this MOU to the extent the employee fulfills their required reciprocal obligations.
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.


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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.

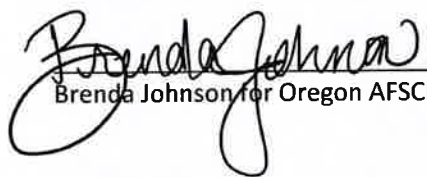
Agreed to on this 22 day of March, 2023.

Signatures:



Nick Lelack for Deschutes County

3/22/2023
Date



Brenda Johnson for Oregon AFSCME Local 3997

3/21/2023
Date