



**Memorandum of Understanding (MOU) between Deschutes County and
American Federation of State, County and Municipal Employees Local 3997 (AFSCME)
Regarding Behavioral Health Service Area Field Licensure, Student Intern and Physician
Resident Clinical Supervision Incentives**

DC Document #2023-1035

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 implement incentive programs addressing challenging recruitment, retention, and capacity issues for certain behavioral health positions that often require employees to possess specific skills and licensure in order to be begin and/or maintain employment in the Behavioral Health service area. Such hard to fill positions often require specific field licensure, student internship experience, or physician residency. However, the County has often found it difficult to provide internal clinical supervision toward field licensure, student internships, or physician residencies in such positions due to the unavailability or unwillingness of qualified behavioral health employees to take on the responsibility of providing the required clinical supervision for employees engaged in these programs. This in turn has made it more difficult to hire and retain employees for these hard to fill positions. The County therefore believes it is advisable to incentivize qualified employees in the Behavioral Health Division to provide clinical supervision to employees requiring such clinical supervision toward relevant field licensure, for student interns, and for physician residents. For these reasons, incentives provided in and agreements arising under this MOU shall apply only to those behavioral health service area programs providing clinical supervision for licensure, and to applicable student interns and physician residents related to positions identified as hard to fill by Deschutes County, in its sole discretion. For purposes of this MOU, the term "clinical supervision" pertains to a structured tutorial process by which a professional employee mentors another in applying principles and theories learned in a classroom environment to form practical professional expertise and skills. This form of supervision is distinguished from administrative supervision which pertains primarily to assigning job duties and monitoring an employee's job performance.

County behavioral health programs are experiencing recruitment and retention challenges for certain behavioral health clinical positions. Examples of hard to fill positions include but are not limited to nurses, physicians, and occupational therapists. Recruitment and retention challenges are caused by the current labor market, the nature of the work, and the limited number of individuals internally available to provide the required clinical supervision for these positions. Qualified and licensed behavioral health clinical staff increase the program's capacity to ensure professional accountability, service quality and

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revenue. By enhancing the availability of clinical supervision to current and potential behavioral health staff, the County intends to provide a more robust and available path for attraction, retainment, and advancement for employees to hard to fill positions. The County would like to offer the incentive program detailed below to new and current employees qualified to provide clinical supervision to stabilize and increase the County's capacity to support important services to the community by retaining staff qualified to provide Supervision.

The incentive program as described in this MOU serves to replace the County's previous *BH Field Licensure Supervision Incentive Program* as formalized with AFSCME on December 7, 2022. The new incentive program differs from the previous program by providing the County sole discretion to provide compensation to staff who provide clinical supervision to certain Student Interns and Physician Residents, in addition to staff providing Field Licensure Supervision to employees pursuing mental health licensure consistent with the Behavioral Health Specialist II, Licensed classification as described in the previous MOU with AFSCME formalized on December 7, 2022.

The parties agree as follows:

1. Eligibility for incentives as outlined in this MOU is limited to staff providing clinical supervision to students, residents, or licensure candidates as part of their studies related to academic and licensing programs identified by the County as likely to yield qualified candidates for positions evaluated as hard to fill. The County, in its sole discretion, shall determine the specific academic and licensing programs likely to yield qualified candidates for positions evaluated as hard to fill by the County. Positions evaluated as hard to fill may differ as determined by department or elected office management. Incentives will not be provided to staff who provide clinical supervision related to academic or licensure programs not identified by the County as likely to yield qualified candidates for positions evaluated as hard to fill by the County.
2. The County, in its sole discretion, shall make assignments to behavioral health staff who they deem qualified and suitable to provide clinical supervision for employees in positions deemed by the County to be hard to fill. Incentive compensation as outlined in this MOU is subject to availability of funds and pilot methods to increase the County's capacity to provide clinical supervision. The County may increase, reduce, or terminate compensation or other incentives as allowed under Federal, State, County laws and/or policies. Nothing in this MOU or the Agreement shall preclude the County from making changes to the incentive programs detailed below, including discontinuing any or all of such programs for any reason.
3. Pursuant to this MOU, the County may implement the following incentive program:
 - a. Behavioral Health Clinical Supervision Incentive Temporary Program:
 - I. The County, at its sole discretion, may offer an incentive pursuant to this MOU that encourages staff to provide licensure, student intern, and physician resident clinical supervision to internal, eligible employees, students and residents. If offered, the incentive program will include:
 1. Stipend Pay for qualifying staff providing clinical supervision as follows:
 - a. \$300 per month in additional pay for providing clinical supervision as assigned for one licensure associate employee,

- applicable student intern, and/or physician resident during any portion of the pay period relevant to the stipend payment;
- b. \$350 per month in additional pay for providing clinical supervision as assigned for two (2) licensure associate employees, applicable student interns, and/or physician residents during any portion of the pay period relevant to the stipend payment. This number can also include facilitating a monthly licensure or student intern/physician resident Supervision group.
 - c. \$400 per month in additional pay for providing clinical supervision as assigned for three licensure associate employees, applicable student interns, and/or physician residents during any portion of the pay period relevant to the stipend payment. This number can also include facilitating one or more monthly licensure or student/physician resident Supervision groups.
 - d. \$450 per month in additional pay for providing clinical supervision as assigned for four (4) or more licensure associate employees, applicable student interns, and/or physician residents during any portion of the pay period relevant to the stipend payment. This number can also include facilitating one or more monthly licensure or student/physician resident Supervision groups.

2. Employee Eligibility to Receive Clinical Supervision Incentive:

- a. Individuals that will qualify for this stipend are any staff member qualified to provide clinical supervision and assigned by the County to provide clinical supervision to another staff member, student intern, or resident as part of an academic or licensing program identified by the County as likely to yield qualified candidates for behavioral health positions identified as hard to fill by the County;
- b. Employees assigned clinical supervision and receiving compensation under this program will remain eligible to participate in other incentive programs offered by the County relevant to the employee's position;
- c. Employees assigned lead duties will not be excluded from eligibility to participate in this program.
- d. Employees at step 2 (written reprimand) or higher of progressive discipline as defined by Article 6 of the AFSCME contract will be ineligible for licensure, student intern or physician resident clinical supervision assignments or stipend pay and will not be permitted to provide clinical supervision to eligible employee, student interns, or physician residents until the County deems the employee to have effectively brought their performance to an acceptable level.

- e. Managers and/or their delegate will have discretion to approve someone to provide licensure, student intern, or physician resident clinical supervision. Factors to consider are meeting key indicators of performance, such as, service hour targets, documentation timeline requirements, and caseload management, to name a few.
 - ii. This is an incentive program and the parties agree that this incentive program is not precedent-setting and does not in any way establish a binding precedent or past practice against the County. As such, this incentive program may be suspended or terminated at any time at the County's discretion.
4. 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.
5. 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.
6. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
7. 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.
8. 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.
9. Effective immediately upon execution of this MOU, the agreement *Memorandum of Understanding (MOU) between Deschutes County and American Federation of State, County and Municipal Employees Local 3997 (AFSCME) Regarding Behavioral Health Service Area Field Licensure Supervision Incentives (DC Document #2022-874)* shall be null, void, and no longer in effect. Any existing agreements with staff providing clinical supervision at the time this MOU is executed will remain in full force and effect under the terms of this MOU.
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 terms 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 FOUR-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 22nd day of December, 2023.

Signatures:



Nick Lelack for Deschutes County

12/22/2023

Date



Brenda Johnson for Oregon AFSCME Local 3997

12/15/2023

Date