



**Memorandum of Understanding (MOU) between
Deschutes County and
American Federation of State, County and Municipal Employees Local 3997 (AFSCME)
Regarding Behavioral Health Service Area Position Incentives**

Document #DC-2022-744
Amended June 1, 2023 by mutual agreement

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 addressing challenging recruitment and retention issues that often require employees to possess specific skills and certifications to hold behavioral health positions. The Certified Alcohol Drug Counselor (CADC) incentives and agreements covered in this MOU apply exclusively to all Deschutes County behavioral health service area programs which provide behavioral health and/or substance use disorder services at multiple Deschutes County locations.

The behavioral health program is experiencing recruitment and retention challenges for CADCs caused by the current labor market, the nature of the work, and the cost of becoming a CADC. In addition, there has been a significant increase in the need for behavioral health interventions for individuals experiencing substance use and mental health disorders, as evidenced by a 22% overall increase in overdose deaths statewide and increasing rates of homelessness. The County would like to offer the incentive program detailed below to new and current employees to stabilize and increase the number of qualified staff to support important services to the community and improve retention of qualified staff.

The parties agree as follows:

1. The County, in its sole discretion, shall select behavioral health program positions eligible to receive incentive compensation subject to availability of funds and pilot methods to increase the number of qualified staff in hard-to-fill positions. The County may expand or contract compensation or other incentives as allowed under Federal, State, County laws and/or policies. 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. Pursuant to this MOU, the County may implement the following incentive program:
 - a. Certified Alcohol and Drug Counselor (CADC) Program Certification Incentive-Temporary Program:
 - I. The County, at its sole discretion, may offer an incentive that encourages staff to pursue and use CADC Certification. The incentive program will include:

1. Stipend Pay for CADC Certification
 - a. Employees who have or obtain CADC Certification and who provide services under their CADC Certification will receive stipend pay as follows:
 - i. \$300 per month in additional pay for a CADC I
 - ii. \$350 per month in additional pay for a CADC II or III
 - iii. \$400 per month in additional pay for a CADC II or III that is providing CADC clinical supervision to staff

2. Reimbursement of Tuition and Expenses Toward CADC Certification
 - a. Reimbursement for tuition and other CADC expenses deemed eligible by the County for any newly recruited or existing qualified behavioral health Peer Support Specialists, Behavioral Health Specialist I, Behavioral Health Specialist II, Behavioral Health Specialist II, LIC, or other appropriate positions as determined by the County assigned to Behavioral Health programs.
 - b. Reimbursement for eligible tuition and other expenses is contingent upon available funds, will be based on program service needs and management discretion, will cover certificate and registration costs, and some or all tuition costs, subject to availability of funds and needs of the department.
 - c. Tuition reimbursement will generally be issued upon satisfactory completion of approved coursework unless otherwise agreed to by management. Satisfactory completion means a C or higher in all letter-graded classes and Pass in any Pass/Fail class.

3. Employee Eligibility to Receive Tuition Reimbursement Incentives
 - a. An employee's voluntary acceptance of, and eligibility for, tuition reimbursement shall require signature and acknowledgement of a minimum two (2) year written agreement obligating the employee to work directly for a behavioral health program and to provide drug and alcohol counseling services.
 - b. The required written agreement signed and acknowledged by the employee seeking to participate in the CADC incentive program shall, at a minimum, include provisions requiring the following:
 - i. The employee shall remain in a position within a Deschutes County behavioral health program that utilizes CADC Certification for a minimum of 24 months.
 - c. In the event the full 24 month time commitment is not met, the employee shall compensate the County a prorated portion of the tuition reimbursement received based on the number of months the employee used the CADC certification out of 24 months. For example, if the employee leaves Deschutes County

employment after six months of using the CADC certification, the employee would compensate the County for 75% of the tuition reimbursement received. Employees that voluntarily resign County employment or voluntarily transfer to a County position that does not utilize CADC Certification will be considered ineligible for incentive program benefits as described in this MOU effective the date of the employee's separation from employment or transfer to a position ineligible for incentive program benefits.

- d. Employees are not eligible for tuition reimbursement during their probationary period, as defined in Article 5 of the AFSCME Contract.
- e. Employees at step 2 (written reprimand) or higher of progressive discipline as defined by Article 6 of the AFSCME contract will be ineligible for tuition reimbursement benefits as described in this MOU until the County deems the employee to have effectively brought their performance to an acceptable level.

II. This is an incentive program and the parties agree that this incentive program does not create past practice.

- 3. This MOU supersedes the parties prior Memorandum of Understanding, identified as Deschutes County Document #DC-2021-897a, which governed CADC incentives for employees within behavioral health service area programs that provide behavioral health and/or substance use disorder services. Upon execution of this MOU by the parties, County Document #DC-2021-897a shall become null and void, and shall no longer be effective or enforceable.
- 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. 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.
10. 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 9th day of September, 2022.

Signatures:

for Eric Kropp
Nick Lelack for Deschutes County

9/1/22
Date

Brenda Johnson
Brenda Johnson for Oregon AFSCME Local 3997

9/9/2022
Date