



**Memorandum of Understanding Between Deschutes County and The American Federation of State, County and Municipal Employees Local 3997
--AGREEMENT REGARDING THE INTERNAL ON-CALL CRISIS POOL WITHIN THE DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT CRISIS PROGRAM--**

Original Effective: December 1, 2021

Document Number: 2021-897

Deschutes County (the "County") and the American Federation of State, County, and Municipal Employees, Local 3997 ("AFSCME"), hereby agree to the terms and conditions contained in this Memorandum of Understanding ("MOU") to govern the employment of employees within the Crisis Program of the Deschutes County Health Services Department ("DCHS") when performing duties as part of the Crisis Program's Internal On-call Crisis Pool ("Pool"). This Agreement replaced DC-2015-550, "Memorandum of Understanding Internal On-Call Crisis Response Pool."

RECITALS

WHEREAS, the Crisis Program is a division of DCHS tasked generally with providing face to face and telephonic crisis support for individuals experiencing a mental health crisis;

WHEREAS, the Crisis Program includes two divisions performing separate but interrelated functions, including the Mobile Crisis Assessment Team (MCAT") and Deschutes County Stabilization Center ("DCSC");

WHEREAS, the DCSC opened in June 2020 and began 24/7 services in October 2020;

WHEREAS, MCAT is tasked generally with providing face to face or telephonic crisis support and assessment out in the community;

WHEREAS, DCSC is tasked generally with providing face to face crisis support and assessment for crisis walk-ins and law enforcement facilitated drop offs. Services at the DCSC include Civil Commitment Investigations, Forensic Diversion, case management, peer support, and respite services;

WHEREAS, there are times the Crisis Program needs temporary coverage within MCAT and DCSC to provide services when they are understaffed or when existing on-call employees are otherwise unavailable;

WHEREAS, at any given time, MCAT must have a minimum of two (2) qualified employees available per shift, but will preferably have three (3) during each shift, and DCSC must have a minimum of three (3) employees in the building at all times, preferable two of them being Qualified Mental Health Professionals (QMHPs);

WHEREAS, in order to ensure continuity of services, DCHS has established the Pool, which will be activated at the sole discretion of the Crisis Program Manager or designee. The following criteria will be taken into account when activating the Pool; situations when MCAT is reduced below two (2) employees for any reason or will operate short-staffed for an extended period of time, situations when DCSC staff is reduced below three (3) employees or will operate short-staffed for an extended period of time, or at the manager's discretion during extreme circumstances; and

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WHEREAS, the Pool will consist of qualifying employees and is completely voluntary;
NOW THEREFORE, for the mutual benefit of the County, AFSCME, and the employees affected by
this MOU, the parties agree as follows:

AGREEMENT

The changes outlined in this Agreement will become effective on the first day of the month
immediately following the agreement being signed. Until then, the existing Internal Crisis
On-Call Pool Agreement and applicable amending MOUs will remain in full force and effect.

A. Process to Provide for Coverage of Unfilled Shifts or Hours

When coverage needs have been identified by the Crisis Program Manager, generally, the
following process will be used to address unfilled MCAT and DCSC shifts in the following order of
utilization:

1. Regular, full-time Crisis Program employees will provide coverage for unfilled shifts or hours within shifts on an on-call basis.
2. When regular, full-time Crisis Program employees are unable to provide coverage for unfilled shifts or hours within shifts, existing Crisis Program on-call employees will be utilized to cover such shifts or hours.
3. When existing Crisis Program on-call and regular employees are unable to provide coverage for unfilled shifts or hours within shifts, the Pool will be utilized to cover such shifts or hours.
4. When there is no Crisis Program employee available and no member of the Pool is available to provide coverage and staffing levels in MCAT or DCSC are below minimum staffing requirements, at the discretion of the Crisis Program Manager, a Crisis Team Supervisor on-call for that week may be required to provide coverage for any unfilled shifts or hours.

B. Qualifications of Pool Members

To be a member of the Pool, an employee must meet the following minimum qualifications:

1. Must be a QMHP.
2. Must be able to report to St. Charles Redmond and St. Charles Bend within thirty (30) minutes of being contacted with regard to an existing crisis situation.
3. The employee must receive approval from their supervisor to participate in the Pool.

In addition to the above-stated qualifications, preference will be given to candidates who have the following experience:

1. Prior crisis, civil commitment, and/or SPMI experience; and

2. Social Work or Counseling.

The qualifications of the members of the Pool will be reviewed at least annually to ensure each member meets these qualifications.

C. Training of Pool Members

1. The County will pay for or reimburse all costs associated with trainings relevant to the duties of members in the Pool.
2. The County will afford four (4) hours of shadowing to employees selected for the Crisis Pool.
3. Attendance at and participation in any training by a member of the Pool must be authorized in advance by the Crisis program Manager or Supervisor.

D. Work Shifts For Pool Members

1. An MCAT shift is from 7:00 am to 7:00 pm or 7:00 pm to 7:00 am. Shifts at the DCSC will vary depending on need.
2. MCAT on-call shifts will generally be 12 or 24 hours, but Pool members may be called to fill only portions of such shifts, depending on MCAT team needs.
3. On-call shifts will be offered to individuals in the Pool on a rotating basis. The rotation will be established by the Crisis Team Supervisor and/or the Program Manger. If a Pool member is unable to fill an on-call shift, the Pool member will be skipped and the shift will be offered to the next Pool member in the rotation.
4. Providers in the Pool may work a maximum of 48 hours in addition to the employee's regular work schedule during any one week period (for MCAT this would mean no more than 48 additional hours to standard schedule and per additional MCAT Scheduling and Employment Agreement requirements).
5. Exceptions to the established Pool rotation can be made on an emergency basis at the discretion of the Crisis Team Supervisor and/or Crisis Program Manager.
6. If a Pool member wishes to cover hours on an on-call basis that occur during their normal work schedule or during hours they are otherwise scheduled to perform their usual and customary job duties, the Pool member must first obtain supervisory approval to do so, and may use Time Management Leave (TML) to cover any hours they miss while covering such hours pursuant to this MOU. If the on-call employee and the supervisor agree, on-call employees may be re-assigned to provide coverage for MCAT or DCSC in lieu of taking TML for hours worked during their traditional work schedule. Hours worked by employees who perform duties as a Pool member that are outside of their customary work schedule will be compensated via a stipend in the amount specified in Section H below.
7. For MCAT shifts, although the number and length of calls can vary dramatically during a shift, on average an MCAT employee spends about six (6) to nine (9) hours during a typical 12-hour shift responding to a crisis call and documenting their services.

8. For DCSC shift coverage the Crisis Team Supervisor will specify the number of hours needed for coverage.

E. Additional Duties Specific to MCAT Coverage

1. Attendance at the 7:00 am turnover meeting following a night on-call shift is required.
2. Attendance at the 7:00 am turnover meeting following a day on-call shift may be required.
3. Telephone or virtual attendance options to the 7:00 am turnover meeting may be available.

F. Additional Resources Specific to MCAT Coverage to be Provided

1. MCAT County vehicle and mobile phone will be provided.
2. MCAT computers will be utilized for documentation.

H. Stipends

Upon execution of this MOU, Section 3.b. of the MOU Regarding Health Services Crisis Program Position Incentives, Document #DC-2021-711, shall become null and void.

1. Pool members who volunteer or employees who are assigned to cover an MCAT shift shall receive a \$250 stipend for completing a 12-hour MCAT shift and a \$500 stipend for completing a 24-hour MCAT shift in the Pool.
2. Regular MCAT employees working their regularly scheduled hours will not receive the stipend, however, regular MCAT employees who volunteer or are assigned to work additional shifts outside of their normal schedule shall receive the stipend.
3. Pool members who volunteer or employees who are assigned to cover a Stabilization Center shift shall receive a \$350 stipend for completing an 8-hour DCSC shift.
4. A Pool member or assigned employee who is utilized for only a portion of a shift, will be paid a prorated portion of the stipend based on the number of hours worked within the shift divided by the total hours in the shift.
5. No additional TML will accrue for working on-call shifts and receiving a stipend.
6. Attendance at the 7:00 am turnover meeting for MCAT coverage is included in the stipend.
7. Basis for Stipend- Under the MCAT contract, MCAT employees are paid the equivalent of 10 hours for a 24-hour shift. A Behavioral Health Specialist II is a grade A314. Step 7 of A314 is \$40.1701/hr. (or \$401.70 for 10 hours of work). As an incentive to participate in the pool, DCHS rounded this figure up to \$500. The 12-hour shift will be compensated at half of the 24-hour shift rate.

I. Resignation

Members in the Pool may resign from participation in the Pool at any time with advance written notice of not less than two weeks.

J. General Provisions

1. AFSCME and the County agree that the terms and conditions of employment reflected in and governed by this MOU are unique to MCAT and the Pool and do not create a precedent or an enforceable practice or policy, or otherwise affect or impact in any way other employees covered by the CBA.
2. The terms and conditions contained herein are intended only to apply when employees act in their capacity as members of the Pool. Such terms and conditions are not intended to replace or supersede any of the terms and conditions of the CBA, the MCAT Employees Operating Agreement, Deschutes County Personnel Rules or policies, or DCHS rules or policies, except when employees act in their capacity as members of the Pool. Except for the terms and conditions of employment unique to MCAT employees, as stated fully in the MCAT Employees Operating Agreement, and the terms and conditions agreed to herein, all terms and conditions of employment for MCAT employees and members of the Pool shall otherwise be governed by the CBA, Deschutes County Personnel Rules and policies, and/or DCHS rules and policies. In the event of a conflict between the terms and conditions of this MOU, the terms and conditions of the MCAT Employees Operating Agreement, the terms and conditions of the CBA, Deschutes County Personnel rules and policies, and/or DCHS rules and polices, the terms and conditions of this MOU shall prevail when employees act in their capacity as members of the Pool.
3. Should any provision or provisions of the 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.
4. 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.
5. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
6. 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 e-mail 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.

7. Any dispute concerning the terms and conditions herein brought by AFSCME on behalf of its represented employees or the County will be resolved under the terms of Article 7 (Grievance Procedure) of the CBA.
8. Except as otherwise stated herein, this MOU constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations and/or agreements between the parties, including “Memorandum of Understanding Internal On-Call Crisis Response Pool” DC 2015-550, whether written or oral, concerning the subject matter of this MOU which are not fully expressed herein. This MOU may not be modified or amended except by a writing signed by all parties to the MOU.
9. This MOU will be in effect for the duration of the current AFSCME CBA from the date of execution and will be reviewed by AFSCME and the County as needed and considered for renewal each time the CBA is subsequently bargained.

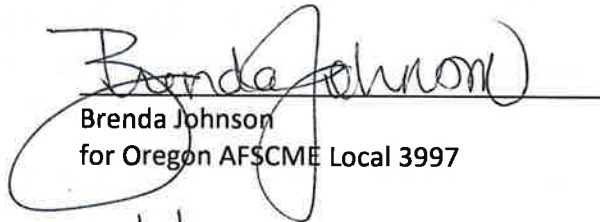
Agreed to this 30th day of Nov., 2021



Nick Lelack
for Deschutes County

11/30/2021

Date



Brenda Johnson
for Oregon AFSCME Local 3997

12/1/2021

Date