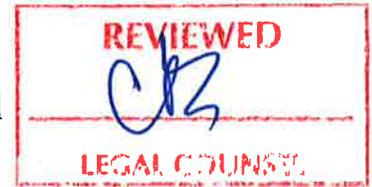


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## Memorandum of Understanding Internal On-Call Crisis Response Pool



5

### Purpose

6 There are times the Mobile Crisis Assessment Team (“MCAT”) is in need of temporary coverage in  
7 order to provide services when MCAT is understaffed or when existing Crisis on-call staff is otherwise  
8 unavailable. At any given time, MCAT requires a minimum of three (3) staff members, but will  
9 preferably have four (4) staff members at all times. In order to ensure continuity of services, the  
10 Deschutes County Health Services Department (“DCHS”) will implement an internal On-Call Crisis  
11 Response Pool (“Pool”). The Pool will be activated in situations when MCAT is reduced below three (3)  
12 staff members for any reason; or at the supervisor’s discretion during extreme circumstances. The Pool  
13 will consist of three (3) staff members from the Health Services Department. The Pool is completely  
14 voluntary. Employees who are in the pool may resign at any time with a reasonable notice not to exceed  
15 two weeks.

16

### Process

17 When coverage needs have been identified, the following process will be used to address unfilled  
18 MCAT Shifts:

- 19
- 20 1. Regular, full-time Crisis staff will provide coverage for unfilled shifts of hours on an on-call  
21 basis.
  - 22 2. When regular, full-time Crisis staff is unable to provide coverage: existing Crisis on-call staff  
23 will be utilized to cover such shifts or hours.
  - 24 3. When existing Crisis on-call staff is unable to provide coverage, the Pool will be used to cover  
25 such shifts or hours.
- 26

27

### Qualifications

28 To be a member of the Pool a Health Services staff member must meet the following qualifications:

- 29
- 30 1. The Employee must be a Behavioral Health Specialist II.
  - 31 2. The Employee must live within a 30 minute drive of St. Charles Redmond and St. Charles  
32 Bend within 30 minutes of being contacted with regard to an existing crisis situation.
  3. Each Member of the Pool must attend Civil Commitment Investigator Training within 6

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33 months of being appointed to the Pool.

34 4. The Employee must receive approval from their Supervisor to participate in the pool.

35

36 The Pool will be reviewed at least annually to ensure all members meet these qualifications.

37

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

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

41 2. Social Work or Counseling

42 3. When two or more staff has the same qualifications seniority will be the deciding factor.

43

#### 44 **Training**

45 1. The County will incur all costs associated with trainings associated with the Crisis Pool.

46 2. The County will afford 4 hours of shadowing to staff selected for the Crisis Pool.

#### 47 **Work Shift**

48 Work Shift for Pool Members:

49 1. An MCAT shift is from 7:00 am to 7:00 pm or 7:00 pm to 7:00 am.

50 2. On-call shifts will generally be 12 or 24 hours, but Pool members may be called to fill only  
51 portions of such shifts, depending on MCAT team needs. If the Crisis Team is unable to cover  
52 MCAT needs during daytime hours, a 24-hour shift may be required. Otherwise, a 12-hour shift  
53 from 7 pm to 7 am may be sufficient.

54 3. On-call shifts will be offered to individuals in the Pool on a rotating basis. The rotation will be  
55 established by the Crisis Team Supervisor and/or the Program Manger. If a Pool member is  
56 unable to fill an on-call shift, the Pool member will be skipped and the shift will be offered to  
57 the next Pool member in the rotation.

58 4. Providers in the Pool may work a maximum of 48 hours in addition to the staff member's  
59 regular work schedule during any one week period (for MCAT this would mean no more than  
60 48 additional hours to standard schedule and per additional MCAT Scheduling and Employment  
61 Agreement requirements).

62 5. Exceptions to the established Pool rotation can be made on an emergency basis at the discretion  
63 of the Crisis Team supervisor and/or Program Manager.

64 6. If a Pool member wishes to cover hours on an on-call basis pursuant to this MOU that occur  
65 during their normal work schedule or during hours they are otherwise scheduled to perform their  
66 usual and customary job duties, the Pool member must first obtain supervisory approval to do so

67 and must use Time Management Leave (TML) to cover any hours they miss while covering  
68 such hours pursuant to this MOU.

69 7. Although shifts can vary dramatically based on the crisis calls received, on average an MCAT  
70 staff member spends about six (6) to nine (9) hours during a typical 12-hour shift responding to  
71 a crisis call and documenting their services.

72

### 73 **Additional Duties**

74 1. Attendance at the 7:00 am staff turnover meeting following a night on-call is required.

75 2. Attendance at the 7:00 am turnover meeting following a day on-call may be required.

76 3. Call-in options to the 7:00 am turnover meeting may be available.

77

### 78 **Further Information**

79 1. MCAT County vehicle and mobile phone will be provided.

80 2. MCAT Surface Pros will be utilized for documentation.

81

### 82 **Communication**

83 1. If the Crisis Pool staff calls in for their following normal shift, Admin Staff will be utilized to  
84 call and cancel appointments for their clients.

85

### 86 **Stipends**

87 1. A Pool member will receive a \$250 stipend for 12-hour shift.

88 2. A Pool member will receive a \$500 for 24-hour shift.

89 3. A Pool member unable to complete a shift (i.e. sick, emergency, ect), or who is utilized for only  
90 a portion of a shift will be paid a prorated portion of the stipend based on the number of hours  
91 completed divided by the total hours in the shift.

92 4. No additional TML will accrue for Pool members for on-call shifts.

93 5. Attendance at the 7:00 am staff turnover meeting is included in the stipend.

94 6. Basis for Stipend – Under the MCAT contract, employees are paid the equivalent of 10 hours  
95 for a 24-hour shift. A behavioral Health Specialist II is a grade 22A. A 22A at step 9 is paid  
96 \$33.2003/hr (or \$332 for 10 hours of work). As a motivation to take the shifts, the stipend  
97 represents 1.5x the rate or \$49 for 10 hours of work. We rounded up to \$500. The 12-hour shift  
98 is half of the 24-hour shift.

99

### 100 **General Provisions**

- 101 1. MCAT employees and members of the Pool are represent by AFSCME. MCAT employees,  
102 AFSCME and Deschutes County agree that the terms and conditions of employment reflected in  
103 and governed by this MOU are unique to MCAT and the Pool and do not create a precedent or  
104 an enforceable proactive or policy, or otherwise affect or impact in any way other County  
105 employees covered by the AFSCME Collective Bargaining Agreement (CBA). Except for the  
106 terms and conditions of employment unique to MCAT employees, as stated fully in the MCAT  
107 employees Operating Agreement, as well as the members of the Pool that are agreed to herein,  
108 all terms and conditions of employment for MCAT employees and members of the Pool shall  
109 otherwise be governed by the CBA, Deschutes County personnel rules and policies, and/or  
110 DCHS rules and policies. To the extent there is any conflict between this MOU, the terms and  
111 conditions of the MCAT Employees Operating Agreement, the terms and conditions of the  
112 CBA, Deschutes County Personnel rules and policies, and/or DCHS rules and polices, the terms  
113 and conditions of the MOU shall prevail.
- 114 2. Should any provision or provisions of the MOU be construed by a court of competent  
115 jurisdiction to be void, invalid or unenforceable, such construction shall affect only the  
116 provision of provisions so construed, and shall not affect, impair or invalidate any of the other  
117 provisions of this MOU which shall remain in full force and effect.
- 118 3. The provisions of this MOU are contractual and are not mere recitals. All terms, provisions and  
119 conditions of the MOU shall be binding upon and inure to the benefit of the parties and to their  
120 respective heirs, executors, administrators, agents, representatives, successors and assigns.
- 121 4. This MOU shall be governed by and interpreted in accordance with the laws of the State of  
122 Oregon.
- 123 5. This MOU may be executed in two or more counterparts, each of which together shall be  
124 deemed an original, but all of which together shall constitute one and the same instrument. In  
125 the event that any signature is delivered by facsimile transmission or by e-mail delivery of a  
126 “.pdf” format data file or a similar format, such signature shall create a valid and binding  
127 obligation of the party executing (or on whose behalf such signature is executed) with the same  
128 force and effect as if such facsimile or “.pdf” signature page is original thereof.
- 129 6. Except as otherwise stated herein, this MOU constitutes the entire agreement between the  
130 parties concerning the subject matter hereof, and supersedes any and all prior or  
131 contemporaneous negotiations and/or agreements between the parties, whether written or oral,  
132 concerning the subject matter of this MOU which are not fully expressed herein. This MOU  
133 may not be modified or amended except by a writing signed by all parties to the MOU.
- 134 7. \This MOU will be in effect for 6 months from the date of signing and will be reviewed with the

135 Union and Management and will be reconsidered for renewal.

136

137

138

139

140 Agreed to on this 24<sup>th</sup> day of July, 2015

141

142 SIGNATURES:

143

144

145

146

147

148

149   
Jared Kollen

150 Council 75 Representative

151 Oregon AFSCME

152

153

154

155

156

157



Jane Smilie

Health Services Director

Deschutes County



Tom Anderson

County Administrator

Deschutes County