Memorandum of Understanding
Internal On-Call Crisis Response Pool

**Purpose**

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

**Process**

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

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

**Qualifications**

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

1. The Employee must be a Behavioral Health Specialist II.
2. The Employee must live within a 30 minute drive of St. Charles Redmond and St. Charles 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
months of being appointed to the Pool.

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

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

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

1. Prior crisis, civil commitment, and/or SPMI experience
2. Social Work or Counseling
3. When two or more staff has the same qualifications seniority will be the deciding factor.

Training

1. The County will incur all costs associated with trainings associated with the Crisis Pool.
2. The County will afford 4 hours of shadowing to staff selected for the Crisis Pool.

Work Shift

Work Shift for Pool Members:

1. An MCAT shift is from 7:00 am to 7:00 pm or 7:00 pm to 7:00 am.
2. 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. If the Crisis Team is unable to cover MCAT needs during daytime hours, a 24-hour shift may be required. Otherwise, a 12-hour shift from 7 pm to 7 am may be sufficient.
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 Manager. 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 staff member’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 Program Manager.
6. If a Pool member wishes to cover hours on an on-call basis pursuant to this MOU 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 must use Time Management Leave (TML) to cover any hours they miss while covering such hours pursuant to this MOU.

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

Additional Duties

1. Attendance at the 7:00 am staff turnover meeting following a night on-call is required.
2. Attendance at the 7:00 am turnover meeting following a day on-call may be required.
3. Call-in options to the 7:00 am turnover meeting may be available.

Further Information

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

Communication

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

Stipends

1. A Pool member will receive a $250 stipend for 12-hour shift.
2. A Pool member will receive a $500 for 24-hour shift.
3. A Pool member unable to complete a shift (i.e. sick, emergency, etc), or 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 completed divided by the total hours in the shift.
4. No additional TML will accrue for Pool members for on-call shifts.
5. Attendance at the 7:00 am staff turnover meeting is included in the stipend.
6. Basis for Stipend – Under the MCAT contract, employees are paid the equivalent of 10 hours for a 24-hour shift. A behavioral Health Specialist II is a grade 22A. A 22A at step 9 is paid $33.2003/hr (or $332 for 10 hours of work). As a motivation to take the shifts, the stipend represents 1.5x the rate or $49 for 10 hours of work. We rounded up to $500. The 12-hour shift is half of the 24-hour shift.

General Provisions
1. MCAT employees and members of the Pool are represent by AFSCME. MCAT employees, AFSCME and Deschutes 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 proactive or policy, or otherwise affect or impact in any way other County employees covered by the AFSCME Collective Bargaining Agreement (CBA). Except for the terms and conditions of employment unique to MCAT employees, as stated fully in the MCAT employees Operating Agreement, as well as the members of the Pool that are 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. To the extent there is any conflict between 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 the MOU shall prevail.

2. 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.

3. 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.

4. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.

5. 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.

6. 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, 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.

7. This MOU will be in effect for 6 months from the date of signing and will be reviewed with the
Union and Management and will be reconsidered for renewal.

Agreed to on this 20th day of July, 2015

SIGNATURES:

Jared Kollen
Council 75 Representative
Oregon AFSCME

Jane Smilie
Health Services Director
Deschutes County

Tom Anderson
County Administrator
Deschutes County