INTER-COUNTY PLACEMENT AGREEMENT

1. This Inter-County Placement Agreement is between (Referring County) and (Receiving County). This agreement pertains to (Consumer).
2. County is aware of and party to the placement of (Consumer), date of birth , a resident of County at the following facility or service doing business in County:

Facility Name:

Facility Address:

Facility Phone #:

1. By virtue of this agreement, County, the Receiving County, agrees with the State Department of Health and Family Services Residency Manual (as set forth in DDES Numbered Memo Series 2007-01, and as supplemented by DLTC Numbered Memo 2011-06), and further understands that a referral to the facility or service activates that policy.
2. The Referring County is located at: Name:

Address:

City: , WI ZIP Code:

Phone: After Hours Phone:

Assigned Case Manager/County Contact:

1. Services not offered as part of said facility or service and deemed clinically appropriate by both (Referring County) and (Receiving County) shall be the financial responsibility of the County of Residence, to the extent the cost of service is not covered by Medicaid or other third-party insurance.
2. Should Receiving County staff be required at staffing or legal proceedings in the consumer’s home county, the Referring County agrees to reimburse the Receiving County for staff wages, fringe benefits and mileage costs at current rates.
3. In the event that said resident is detained in County under the emergency detention provisions of Chapter 51 or 55, it is the responsibility of the Receiving County to immediately notify the Referring County of the circumstances of the detention, including the date, time, actions leading to the detention, the detention facility, date and time of the probable cause hearing (if known), and the clinical staff person at the detention facility responsible for the care and treatment of the consumer. It is the responsibility of the Receiving County to work collaboratively with the Referring County’s Corporation Counsel, the treatment team of the detention facility and Referring County staff to implement any court orders issued as a result of the probable cause or final hearing proceedings. The Referring County assumes financial responsibility for mental health services/staff costs associated with the detention and any ancillary services such as, but not limited to, transportation services provided as a result of the detention itself and as ordered by the court from the first day of the detention forward. The Referring County further agrees to have the cost of said services billed directly to said county.
4. The Referring County agrees to submit to the Receiving County a Crisis Care Plan for the consumer within 72 hours of placement. An acceptable Crisis Care Plan sample is attached.
5. If acute psychiatric or detoxification services are needed by the consumer, the Referring County prefers detentions be made to the following facility:

The Referring County acknowledges that its preference does not dictate placement of the consumer and that the Receiving County has sole discretion over placement decisions. The Referring County agrees that the

Receiving County’s placement decision will have no bearing on its obligation set forth in paragraphs 6 and 10 herein.

1. In the event that the Receiving County, at its sole discretion, determines that the consumer presents a danger to residents, property or staff, or that the consumer requires care and supervision beyond what staff at the facility or service believe it can provide, or the continued placement would not be appropriate, independent of any Chapter 51 or 55 emergency detention proceedings, the Referring County agrees to secure alternative placement for the consumer within 90 days of notification by the Receiving County or provider agency.
2. The Referring County acknowledges that the consumer identified in Paragraph 2 of this agreement has been and continues to be a resident of the Referring County irrespective of placement in a facility or receiving a service located in County (Receiving County).
3. Pursuant to Sec 51.40(2)(f), Wis Stats., the Referring County recognizes that it bears full and sole responsibility for the care and provision of services, now and in the future, for the consumer identified in Paragraph 2 and that it shall not, at any time, claim or indicate that the consumer is a resident of County, or request or attempt to request a change in venue of any guardianship, protective placement or mental commitment proceeding to

County (Receiving County).

1. In the event the consumer relocates to County (Receiving County), County (Referring County) agrees to maintain full financial and programmatic liabilities for all Chapter 51 services for a period of one (1) year beyond the termination of service.
2. Is a Managed Care Organization involved? yes no Name of MCO:

Care Manager’s Name:

Phone #:

1. The statements and agreements of the parties herein form the consideration for each other.
2. A copy or facsimile of this document shall be as valid as the original.
3. This agreement remains in effect as long as said consumer resides in County.

IN WITNESS WHEREOF, the undersigned have executed and dated this Agreement this day of , 2021. County (Referring County)

By:

Printed Name:

County (Receiving County)

By: Printed Name: