**INTERAGENCY AGREEMENT**

**for**

**INDEPENDENT INVESTIGATIONS OF**

**COUNTY ELDER ADULTS/ADULT-AT-RISK**

This Interagency Agreement is entered into by and between County and County Human Services.

**AGENCY NAME:** County Department of Human Services

**AGENCY ADDRESS:** Adult Protective Services

Add address

**CONTACT PERSON:** Adult Protective Services Supervisor

Add phone, email, address

**REGULAR BUSINESS HOURS:** Monday—Friday, 8:00 A.M.—4:30 P.M.

**AGENCY NAME:** County Department of Social Services

**AGENCY ADDRESS:** Add address

**CONTACT PERSON:** Aging and Disability Resource Center Supervisor

Add phone, email, address

**REGULAR BUSINESS HOURS:** Monday – Friday, 8:00 A.M.—4:30 P.M.

The Parties agree to perform independent adult-at-risk investigations in compliance with s.46.90 (5) and s. 55.043(1r) of the Wisconsin Statutes and as set forth in this Agreement.

**I. “Referring Agency” and “Investigating Agency” Defined**

Any Party that receives a report of suspected or threatened abuse or neglect agrees to determine whether an independent investigation is warranted based on s.46.90 (5)(a)(2) and s. 55.043(1r)(a)(2) of the Wisconsin Statutes

The Party receiving such a report, having determined that an independent Investigation is warranted, agrees to request that another Party conduct the investigation. The Party making such a request is hereafter referred to as the “Referring Agency.”

The Party conducting the independent investigation is hereinafter referred to as the “Investigating Agency.”

1. **Referring Agency Responsibilities:**

A. Complete the intake by gathering and documenting all pertinent information

from the reporter.

1. Analyze collected information and determine if a conflict of interest exists.
2. Further analyze the collected information and determine if action is necessary to protect the elder adult or adult at risk.
3. If information indicates the elder adult or adult at risk is in need of immediate protection take measures to assure adult safety and implement an immediate protection plan.
4. Forward the report via EMAIL to the Investigating Agency for an investigation. Call investigation agency to let them know a request for investigation is being emailed to them.
5. Notify jurisdictionally appropriate law enforcement unit of the allegations involving crimes and that an independent investigation has been requested.
6. Once the independent investigation is completed the referring agency will

assume responsibility for treatment planning, service delivery, and the

initiation of judicial proceedings as required.

**III. Investigating Agency Responsibilities:**

1. Request jurisdictionally appropriate law enforcement unit to conduct a joint investigation if warranted.
2. Accept the Referring Agency’s decision that the investigation should be conducted independently and conduct a diligent investigation in accordance with Wisconsin State Statutes s. 46.90(5) and s. 55.043(1r). In the event of a dispute with the Referring Agency regarding whether the investigation should be independently conducted, commence the investigation and then pursue a resolution of the dispute in accordance with Section IV. of this Agreement.
3. Upon completion of the investigation within the timelines set forth by statute and the Department of Health Services/Division of Public Health complete a WITS report and submit this to the state with a copy to the referring agency.
4. Write up the investigation, submit the report via email, and notify Referring Agency of the completion of the investigation.

**IV. State Regulations**

All Parties agree to meet State law applicable to the administrative and investigation activities and services covered by the Agreement. Such laws include, but are not limited to, the provisions of s.46.90(5) and s. 55.043(1r) of the Wisconsin Statutes.

**V. Access to Records**

1. All Parties shall maintain such records as required by State and Federal law.
2. Nothing in this section shall be construed to supersede state statutory provisions regarding elder abuse and adult at risk record confidentiality, found at 55.043(6) 2 (bt) Wisconsin Statutes.

**VI. Effective Date, Revisions and Termination**

1. This Agreement is effective upon signing by the Parties. If the Agreement is signed on different dates, the latest signature date is the Agreement effective date.
2. The Agreement shall be reviewed 11 months after the effective date to determine if both parties want it renewed.

**VII. Conditions of the Parties’ Obligations**

1. All Parties understand and agree that no clause, term or condition of this Agreement shall be construed to supersede their lawful powers or duties.
2. It is understood and agreed that the entire Agreement between the Parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter thereof.

**VIII. Signatures**

, Director Date

County Department of Human Services

, Director Date

County Department of Human Services

**IX. References**

Reference 1 Chapter 46.90 (5)

Reference 2 Chapter 55.043 (1r)