



This agreement is developed by the Inclusa team, the Adult Family Home (AFH) provider, the member and/or representative for each resident prior to or upon placement. The agreement is to be completed annually and with significant changes.

1-2 Bed Adult Family Home Information			
Provider Name:		Agreement Date:	
Member Name:			
Provider Address:			

### Adult Family Home (Provider) Responsibilities:

1. Provide services to the resident as outlined in their Member Centered Plan and *AFH Individualized Service Plan Form*.
2. Provide room, board and access to laundry facilities.
3. Provide soap for laundry.
4. Provide furniture, bedding and clean linens for resident's bedroom.
5. Provide the resident with access to all common areas of the home.
6. Provide services which may include teaching and supervision of personal care and activities of daily living, health monitoring, behavioral intervention, money management, leisure and recreational activities, and personal supervision.
7. Transportation including but not limited to, medical appointments, daily activities, substitute care, church, etc.
8. Provide a family atmosphere that is safe, warm, stable and accepting of the resident.
9. Encourage the resident to participate in home and community activities.
10. Arrange for substitute care as needed.
11. Obtain emergency care when needed.
12. Notify the Inclusa Team, guardian and any responsible party immediately if there is an emergency, serious illness, accident, or if abuse or neglect is suspected.
13. Observe Resident Rights as outlined in the *Wisconsin Medicaid Standards for 1-2 Bed Adult Family Homes*.
14. Provision of 7 days' notice to the Inclusa Team, guardian, any responsible party and Adult Family Home Certifier if there are:
  - Change in service provided
  - Change in household members
  - Change in legal status that would affect certification
  - Change in health status of the provider that affects ability to provide the service and support needed by residents
  - Change in financial status of the provider
  - Request to be certified at a different residence
15. Communicate openly with resident, care management team, guardian, and other interested and responsible parties.
16. Collaborate with other care providers.
17. Provider will have a plan in place to respond to fire or personal or weather related emergencies.

### Respite Services (check one of the boxes below)

- This adult family home **does not provide** respite services.
- The adult family home **does provide** respite services.  
*See certificate for respite exception.*

### Member/Resident's Responsibilities

The member/resident agrees to the following while living in the Adult Family Home:

1. Abide by any emergency evacuation practices of the Adult Family Home.
2. Respect the rights of other persons residing in the home.
3. Cooperate and participate in planning for needed services. This may include participation in a full schedule of weekday activities such as day programming, school, employment, or community activities.
4. Agree to have a health exam/TB test when requested.
5. Be responsible for medical, clothing and personal item expenses such as toiletries, personal treats, cigarettes, etc.
6. Maintain own bedroom and belongings to the extent able.
7. Participate in household chores to the extent able and as resident feels comfortable.

### Responsibilities of Inclusa CRC/HWC

1. Authorize payment for the services provided by the Adult Family Home.
2. Provide the Adult Family Home provider with a copy of the Member Centered Plan.
3. Provide case management and service coordination for the resident.
4. Offer support and assistance to Adult Family Home provider as it relates to care giving for the member, conflict resolution, health issues, etc.
5. Arrange for personal spending funds to be sent by representative payee from member's account, if appropriate.
6. Act as liaison between the resident, Adult Family Home provider, resident's guardian (if applicable), and other service providers.

### Member's Personal Funds

- Member/Resident is able to manage his/her own personal spending money.
- Adult Family Home provider is responsible for managing the member's personal spending money (not to exceed \$200). Adult Family Home provider must account for the receipt and expenditures of resident's funds on a Monthly Cash Log.

### Termination Statement

The member/resident has the right to terminate this agreement at any time. However, as a courtesy to the provider, the member/resident or guardian are expected to give a 30-day notice for voluntary discharges. The AFH Provider or Inclusa may end the member's placement only after giving the other party, the member, and the guardian (if applicable), thirty-day prior written notice. A thirty-day notice is not required when emergency placement removal is necessary to prevent harm to the health and safety of the member or others. In this exception, a verbal notice may be given. Provider shall work collaboratively with the Inclusa Team during discharge planning and transition.

### Resident's Rights

- Member/Resident and/or Guardian has been given a copy of Member Rights for review.

*For AFH provider information regarding Member Rights, please reference the Wisconsin Medicaid Standards for Certified 1-2 Bed Adult Family Homes.*

### Signatures

Member/Resident:		Date:	
Guardian if Applicable:		Date:	
Community Resource Coordinator:		Date:	
Adult Family Home Provider:		Date:	

### MEMBER/RESIDENT RIGHTS

Adult Family Home Providers have the responsibility to help ensure that all members' rights are upheld. Inclusa members have the right to be treated fairly and respectfully. Inclusa policy provides members with the opportunity to be educated on their rights and responsibilities, as well as how to file an appeal or grievance if a member feels a right has been violated. Rights are reviewed with members and guardians annually.

**This is not an all-inclusive list:**

- To be free from physical, sexual, verbal or emotional abuse or neglect
- To be treated with courtesy, dignity and respect in full recognition of the member's individuality
- The have physical and personal privacy when receiving services, in the living arrangement, in care for personal needs including toileting, bathing and dressing and when alone time is desired. The member, member's room and any other area in which the member has a reasonable expectation of privacy, and the personal belongings of a member must be free from being searched without permission of the member or guardian, expect if there is reasonable cause to believe that the member has contraband or dangerous items. The member must be present for the search and reasonable cause must be defined and explained to the member, and documented in the member's file
- To have records kept confidential
- To be treated as mentally competent unless there has been a court determination of incompetency. The member must be allowed participation in decision-making to the extent possible
- To have the opportunity to make decisions in the AFH and community. No curfew, rule or other restrictions on a member's self-determination may be imposed unless specifically identified in the service plan
- To receive timely services from the providers, including timely access to health care services
- To manage personal finances or to choose a separate service provider to perform the money management
- To retain and use personal clothing and other personal possessions in a reasonably secure manner
- To have a reasonable amount of individual storage space for clothing and belongings
- To have access to a phone to make and receive a reasonable amount of calls
- To receive and send sealed, unopened mail, including packages on the day it is received or as soon as possible. If contraband is suspected, the provider may open the mail only in the presence of the member
- To have visitors and adequate time and private space for visits, to meet with people of the member's choosing and to choose social and community activities in which to participate
- To participate or to decline to participate in religious activities of the member's choosing. No member shall be required to engage in any religious activity
- To receive prompt and adequate treatment
- To receive all treatments prescribed by the member's physician and to refuse any form of treatments unless the treatment has been court ordered
- To have a safe environment in which to live. The provider must safeguard residents from environmental hazards including conditions which are hazardous to anyone and conditions which may be hazardous to a particular member
- To be free from financial exploitations and misappropriation of funds or property
- To be free from seclusion and restraints
- To have the least restrictive conditions which allow the maximum amount of personal and physical freedom
- To be provided prompt and adequate services, habilitation or rehabilitation, supports and community services
- No member may be required by the provider to perform labor which is of any financial benefit to the Adult Family Home unless the resident is fairly compensated for the labor and it is agreed upon by the member and guardian, if any. This does not apply to labor involving a fair share of routine, shared household chores as documented in the Plan of Care

- To receive all prescribed medications in the dosage and at the intervals prescribed by the member's physician, and to refuse medication unless there is a court order
- To be fully informed (verbally and in writing) of all services and charges for the services, including room and board costs
- To be informed of the all these rights and all other rights that apply under state and federal laws and rules
- To have access to a grievance procedure when a member believes that any rights have been violated
- The AFH provider may be required to comply with other rights in addition to these rights

**Additionally, Inclusa has Member Rights we monitor, support and enforce:**

- Freedom from unlawful discrimination in applying for or receiving the Family Care benefit
- Accuracy and confidentiality of member information
- Prompt eligibility, entitlement and cost-sharing decisions and assistance
- Access to personal, program and service system information
- Choice to enroll in Inclusa if eligible, and dis-enroll at any time
- Information about and access to all services of the Department of Health Services (DHS), Aging and Disability Resource Centers (ADRC), and Managed Care Organizations (MCO) to the extent that the member is eligible for such services
- Support in understanding member rights and responsibilities related to Family Care
- Support from Inclusa in all of the following:
  - Self-identifying outcomes and long-term care needs
  - Securing information regarding all services and supports potentially available to the member through the Family Care benefit
  - Actively participating in planning individualized services and making reasonable service and provider choices for supporting identified outcomes
  - Identifying, eliminating or monitoring and managing situations where a conflict of interest may exist due to a person or entity having an interest in, or the potential to benefit from, a particular decision, outcome or expenditure
- Services identified in the member's member-centered plan
- Support in the exercise of any rights and available grievance and appeal procedures beyond those specified elsewhere in this policy
- Exercise rights and to be assured that the exercise of those rights does not adversely affect the way Inclusa and its providers or any state agency treat the member

If you believe a member's rights have been violated in your home or elsewhere, you must contact the Inclusa team to make a report.