

Client Rights and Responsibilities

All services under Part B of the Ryan White CARE Act are subject to the availability of funds by the Consortium. Any client presenting him or herself for services is considered entitled to the following rights and responsibilities:

1. The right to treatment with dignity and respect in a non-judgmental manner, regardless of his or her personal identification. No provider offering Ryan White Part B services shall discriminate on the basis of race, ethnicity, religion, age, country of origin, sexual orientation, or sexual identification. In addition, their rights for federally funded services are protected under any other statutes provided for in federal laws, guidelines, regulations, and procedures.
2. The right to complete confidentiality. Information will be withheld from all inquirers, including family member, friends, spouse/lover and medical or law enforcement personnel except in cases of life-threatening situations, child abuse or with the written request/permission of the client.
3. The right to be seen privately. This includes the following services, if applicable: intake, assessment of needs, case management, and individual counseling. Exceptions to this right include enrollment in a group session provided in association with any program.
4. The right to refuse or discontinue services at any time for any reason. This includes the right to request services from another provider.
5. The right to full information about the services offered in association with Ryan White or any other program a provider may offer.
6. The right to inspect all client-specific documents. This includes all intake forms, notes, assessment forms and notes, case notes and any other documents pertaining to the client only.
7. The right to information pertaining to the grievance and appeals process in the event(s) he/she has a dispute with a provider or subcontractor.
8. The right to know what rules and regulations any provider, subcontractor or the SW/Piedmont HIV Care Consortium has established in regard to inappropriate client conduct and what penalties and/or consequences may result.
9. The right to present problems with another client(s), his/her subcontractor or the consortium. The client can expect to be heard, be provided with a response and be notified of final determination/resolution.
10. The right to be protected from: sexual and physical harassment; solicitation for favors, labor or money; discharge without due cause, notice and/or process from staff of providers, subcontractors and the consortium.
11. The right to receive services from their choice of provider, subcontractor or consortium. Clients may enroll in services with more than one Ryan White subcontractor; however, clients may not enroll in the same service at more than on subcontractor simultaneously.
12. The right to input in any and all medical and case management plans of care.
13. The responsibility to be honest and accurate on all reported information. Purposeful falsification or omission of information is grounds for removal from services.
14. The responsibility for their actions. Clients may be removed form services by a provider or subcontractor for actions and statements deemed abusive, threatening or harassing with notice.

15. The responsibility to keep appointments. Clients who miss three scheduled appointments without notifying the services provider may be restricted from receiving that service in the future with notice.
16. The responsibility to comply with medical and case management care plans. Clients who fail to comply with agreed upon goals may be discharged from services with notice.
17. The responsibility to submit HIV related healthcare bills in a timely manner. A client should never assume that any bills have been paid. Some bills may go directly to the subcontractor; others (especially insurance copayments) may not. Any late notices for bills should be forwarded immediately to the subcontractor. Subcontractors have a final invoice date of May 15th after the end of the fiscal year to submit bills for payment. All bills must be submitted by the Lead Agency to VDH by May 30th . Once the final bill is invoiced to VDH, no further bills will be accepted. Bills may not be carried over from the previous year. The term of the fiscal year is April 1st to March 31st.