

## CHAPTER 9: CLIENT RIGHTS AND RESPONSIBILITIES

The Southwest/Piedmont HIV Care Consortium (S/PHCC) Client Rights and Responsibilities Statement (CRRS) must be posted in a conspicuous location within the office(s) of each subcontractor keeping in mind any issues regarding the location of the posting that may breach a client's confidentiality. For example, posting, the CRRS in a patient exam room as opposed to posting it in the waiting room. The CRRS is a Consortium specific document and individual agencies may already have a required client rights statement. The Consortium CRRS does not necessarily supersede an agency's client's rights statement. It is however, a minimum standard for any subcontractor funded with Part B monies by the Consortium.

At the initial Ryan White eligibility appointment and at each annual eligibility determination, the Subcontractor must explain or review the CRRS with each client. The CRRS must be explained and the client must be given an opportunity to ask questions about the policies in the CRRS. The Subcontractor must offer a written copy of the CRRS to the client. The client is free to refuse to take a written copy of the CRRS, however, the Subcontractor must document that the client declined to take a copy of the CRRS. A form signed by the client, must be included in his/her chart stating that the client has either received a copy of the CRRS or has declined to take a written copy of the CRRS.

### CLIENT RIGHTS STATEMENT SAMPLE ACKNOWLEDGEMENT OF RECEIPT

I, \_\_\_\_\_ have had the Southwest/Piedmont HIV Care Consortium Client Rights and Responsibilities Statement policy explained to me and I have had an opportunity to have my questions about the policy answered. I have been offered a written copy of the policy.

I understand that all services provided by S/PHCC are subject to the availability of funds and are not guaranteed beyond the availability of these funds.

- I been offered and **accepted** a written copy of S/PHCC Client Rights and Responsibilities Statement.
- I been offered and **declined** a written copy of S/PHCC Client Rights and Responsibilities Statement.

\*Please check one of the above statements regarding S/PHCC Client Rights and Responsibilities Statement.

Date: \_\_\_\_\_ Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Witness: \_\_\_\_\_

Keep original in client's file. Be sure to make copy for the client.

## **Client Rights and Responsibilities Statement:**

Any client presenting 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 and sexual orientation, or sexual identification. In addition, the client's right to federally funded services is 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/partner, 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 and waiting rooms.
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 his/her choice of provider, subcontractor or consortium.** A client may enroll in services with more than one Ryan White subcontractor; however, she/he may not enroll in the same service at more than one 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 his/her actions.** A client may be removed from services by a provider or subcontractor for actions and statements deemed abusive, threatening or harassing with notice.
15. **The responsibility to keep appointments.** A client who misses three scheduled appointments without notifying the service 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.** A client who fails 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 will go directly to the subcontractor; others (especially insurance copayments) may not unless the client has made specific arrangements for the insurance companies to send the bills to the subcontractors. Any late notices for bills should be forwarded immediately to the subcontractor. Subcontractors have a final invoice date of May 15<sup>th</sup> after the end of each fiscal year. Thereafter, the Subcontractor cannot submit any additional bills. All

bills must be submitted by the Lead Agency to VDH for reimbursement no later than May 30<sup>th</sup> after the end of each fiscal year. Once the final bill is invoiced to VDH, no further bills will be accepted. Bills may not be carried from year to year (the fiscal year runs from April 1<sup>st</sup> to March 31<sup>st</sup>).