

RESPONSES TO FEDERAL QUESTIONS ON DELAWARE'S TITLE XXI PROGRAM
DELAWARE HEALTHY CHILDREN PROGRAM (DHCP)

Section 4. Eligibility Standards and Methodology

Section 4.1.5

Will migrant workers be eligible for this program? *Yes, there is no restriction on the amount of time that they intend to be in Delaware.*

Section 4.3

What criteria will be used to define "good cause" for failure to pay premiums? *Delaware will make case by case decisions using the California criteria as a guideline but using our own discretion in rendering decisions. For example, a temporary move out-of State for migrant workers would constitute "good cause" for non-payment of premiums.*

Please describe the process for determining ineligibility after failure to pay premiums. *The Health Benefits Manager (HBM) will send out notices each month. With no response after the 2nd month, the HBM will disenroll the children. Individual consideration will be given to each family who responds relating circumstances for non-payment of premiums.*

Will there be due process for appealing such determinations? *Yes, we will have a formal review process to determine if there is good cause for failure to pay premiums..*

Section 4.4.3

Please clarify whether your policy for crowd-out includes children who have or have had private health insurance, in addition to group health insurance. *This issue was addressed in our revision to this section already submitted.*

Section 4.4.5

Please clarify the role of the Nemours Foundation under Title XXI. *The Nemours Foundation is a provider in each MCO network. They have no other role in the DHCP. The State will continue to work with Nemours to extend free or low cost care to children who have no other health coverage.*

Section 6. Coverage Requirements for Children's Health Insurance

Sections 6.1 and 6.2

Please describe the State employees benefit package and explain how the Title XXI program's benefit package meets or exceeds the State employee benefit package. *The State employee benefit plan provided by Principal Health Care was used as the base (minimum benchmark) upon which the DHCP was built. It more closely resembles the package of services that we plan to provide under the DHCP because it excludes some of the services that are covered under the Diamond State Health Plan (DSHP). The DSHP is being revised effective 1/1/99 to include some services that will not be available to recipients of the DHCP. In addition, many of the "wrap-around" services that are part of our Title XIX program are not part of the DHCP (such as dental, extended private duty nursing, transportation, etc.) Attached in the*

revised Plan, please find revised wording for section 3.1 to eliminate some of the confusion.

Section 9. Strategic Objectives and Performance Goals for the Plan Administration

Section 9.1

Please correct page 40, so that the objectives line up correctly, and retransmit this page. *The problem with the formatting is in the WordPerfect version. A copy of our page 37, which contains section 9.1 and 9.2 was faxed to Rosemary Field in the Regional Office on 8/25/98. Ms. Field called with a concern that our page 37 is page 39 in your version. The difference in pagination is caused by software variations. Your page 39 in WordPerfect is equivalent to our page 37 in Microsoft Word. We are attaching a completely revised version of Delaware's Plan to this Email, saved both in WordPerfect (XXI_WP.doc) and in MSWord (xxi_plan.doc). We would be happy to FedEx a copy of the entire document if you wish.*

Section 9.10

Please be prepared to walk us through the budget provided in [Attachment] B. Additional questions will be asked once we gain a greater understanding of the information that was submitted. *Attached are revisions that give a three year projected budget and include administrative costs. SFY 1997 was used as the base year for the calculation of the rate.*

Please describe the sources of the non-Federal share of Title XXI expenditures. *The State share is funded solely out of the State General Fund.*

Other

Please provide an assurance that the Title XXI State Plan will be conducted in compliance with all civil rights requirements. *Delaware assures that the DHCP will meet all Federal and State requirements related to civil rights. Attached is a copy of these requirements as set forth in our RFP for MCO services, which will be part of the contract for these services and binding on all providers.*

IV.10 Employment Practices

10.1 Key Personnel

Key personnel, once assigned by the contractor to the contract, shall not be reassigned by the contractor to another project without consent of the State. Key positions must be filled within sixty (60) calendar days of a vacancy, subject to State approval. In addition, the contractor shall not employ a key staff person to the contract without prior written approval by the State.

10.2 Compliance with Existing Laws

The contractor shall agree to comply with the requirements relating to fair employment practices, to the extent applicable and agrees further to include a similar provision in any and all subcontracts. The contractor shall agree to comply with all existing Federal employment laws, including but not limited to:

- (a) Title VI and VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 42 USC 2000e) and regulations issued pursuant thereto;
- (b) The Civil Rights Act of 1991, as amended (42 USC 1981 et seq.), and regulations issued pursuant thereto;
- (c) Executive Order 11246, entitled "Equal Employment Opportunity, as amended, and regulations issued pursuant thereto;
- (d) Sections 503 and 504 of the Rehabilitation Act of 1973 (29 USC 793 and 794), and regulations issued pursuant thereto;
- (e) Title IX of the Education Amendments of 1973, as amended (20 USC 1681 et seq.), and regulations issued pursuant thereto;
- (f) The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), and regulations issued pursuant thereto;
- (g) The Vietnam Era Veterans Readjustment Assistance Act, as amended (43 USC 4301 et seq.), and regulations issued pursuant thereto;
- (h) The Hatch Political Activity Act (53 Stat 1147), and regulations issued pursuant thereto;

- (i) The Drug-Free Workplace Act of 1988 (P.L. 100-690 (41 USC 701 et seq.)), and regulations issued pursuant thereto;
- (j) The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended, and any regulations issued pursuant thereto;
- (k) Any and all State anti-discrimination laws.

10.3 Employment of State Personnel

The contractor shall not knowingly engage on a full-time, part-time, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, State employees, except those regularly retired individuals, without prior written approval from the State.

10.4 Independent Nature of Contractor Personnel

The contractor shall act in an independent capacity and not as agents, officers, employees, partners, or associates of the State of Delaware. Contractor staff will not hold themselves out as nor claim to be officers or employees of the State of Delaware. This provision applies to all subcontractors as well. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the State.

IV.11 Nondiscrimination

The contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, income level, or the presence of any sensory, mental or physical handicap:

- (a) Deny any individual any services or other benefits provided under the contract
- (b) Provide any service(s), or other benefits to an individual which are different, or are provided in a different manner from those provided to others under the contract
- (c) Subject an individual to unlawful segregation, separate treatment, or discriminatory treatment in any manner related to the receipt of any service(s) or other benefits provided under the contract
- (d) Deny any individual an opportunity to participated in any program provided by the contract through the provision of services or otherwise, or afford an opportunity to do so which is different from

that afforded others under the contract