

DELAWARE HEALTHY CHILDREN PROGRAM (DHCP)

Section 12. Applicant and Enrollee Protections (Sections 2101(a))

- Check here if the state elects to use funds provided under Title XXI only to provide expanded eligibility under the state's Medicaid plan.

Eligibility and Enrollment Matters

- 12.1 Please describe the review process for **eligibility and enrollment** matters that complies with 42 CFR §457.1120.

Timely written notices of agency actions are provided to applicants and recipients that include a statement of the right to a fair hearing, how to request a hearing, and a statement that he or she may represent him or herself or may be represented by counsel or by another person. An opportunity for a fair hearing will be provided to any individual requesting a hearing who is dissatisfied with a decision of the Division of Social Services, (i.e., denial, suspension, reduction, delays, termination, disenrollment for failure to meet premium payment requirements). If the recipient requests a hearing within the timely notice period, enrollment will not be suspended, reduced, discontinued, or terminated until a decision is reached after a fair hearing.

The hearing officer will be an impartial official and may not have been previously involved with the matters raised at the hearing outside his duties as hearing officer. The notice of the hearing informs the applicant or recipient of the hearing procedures and of the opportunity to examine the record prior to the hearing.

The decision of the hearing officer shall be in writing and shall be sent to the appellant as soon as it is made but not more than 90 days after the date the appeal is filed.

Health Services Matters

- 12.2 Please describe the review process for **health services** matters that complies with 42 CFR §457.1120.

MCOs must give clients due process rights when it denies, reduces, or terminates a client's health service; it must notify the client or his/her authorized representative in writing of the right to file a complaint/grievance. The notice shall explain: 1) how to file a complaint/grievance with the MCO; 2) how to file a complaint grievance with the State; 3) that filing a complaint/grievance through the MCO's complaint grievance process is not a prerequisite to filing for a State hearing; 4) the circumstances under which health services will be continued pending a complaint/grievance; 5) any right to request an expedited complaint/grievance; 6) the right to advised or represented by an ombudsman, lay advocate, or attorney; and, 7) the right to request that a disinterested third party who works for the MCO assist in the writing of the complaint/grievance.

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COVENTRY HEALTH CARE OF DELAWARE, INC.

Please refer to the Group Membership Agreement to determine the exact terms, conditions and scope of coverage.

Always contact your Primary care Physician (PCP) any time you need care, though many services no longer require prior authorizations.

Summary of Benefits - 2002 State of Delaware Group Health Insurance Information

IN THE HOSPITAL

Room and Board (Semiprivate) admission	\$50 per day/\$100 max per admission
IntensiveCare	100%/\$0 copayment
Physicians' and Surgeons' Services	100%/\$0 copayment
Outpatient Services	100%/\$0 copayment

MATERNITY

Prenatal and Postnatal Care* (1 st visit only)	100% after \$20 copayment
Physicians' Delivery Fee	100%/\$0 copayment
Birthing Centers	100%/\$0 copayment

* Additional testing in the physician's office outside the global fee may require additional copayments.

HOSPICE

(in lieu of acute care hospitalization)	100%/\$0 copayment
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HOME CARE SERVICES

(in lieu of hospitalization)	100%/\$0 copayment
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EMERGENCY ROOM SERVICES

(waived if admitted)	\$50 copayment
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MENTAL HEALTH AND ALCOHOL AND DRUG TREATMENT

Inpatient	30 days per calendar year/20% coinsurance
Outpatient	30 visits per year/\$20 copayment per visit
Residential care for Mental Health and Substance Abuse Services shall be limited to two admissions in a member's lifetime.	

OTHER SERVICES

Inpatient Private Duty Nursing	Not Covered
Outpatient Private Duty Nursing	\$0 copayment

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(in lieu of hospitalization)

Prosthetics & Durable Medical Equipment
(limited to \$5,000 per member per calendar year)

20% coinsurance

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Skilled Nursing Facility
Emergency Ambulance

100%/\$0 copayment
\$25 copayment

SERVICES OUTSIDE THE HOSPITAL

PCP Visits

\$10 copayment per visit

Home Visits

\$25 copayment per visit

Specialist Care

\$20 copayment per visit

Chiropractic Care

\$20 copayment per visit

(Primary Care Physician (PCP) must provide referral)

Allergy Testing

\$20 copayment per visit

Allergy Treatment (injections)

\$5 copayment per visit

X-Ray
visit

100%/\$10 copayment per

visit

Lab

100%/\$5 copayment per visit

MRIs, CT Scans and PET Scans

100%/\$20 copayments per

visit

Short Term Physical Therapy

20% coinsurance

(up to 45 visits per medical condition)

Short Term Speech & Occupational Therapies

20% coinsurance

(up to 60 days from onset)

Oral Surgery

Coverage provided for

removal of bony impacted wisdom teeth only

VOLUNTARY FAMILY PLANNING

Sterilization, Male or Female

100%/\$0 copayment

Infertility Services

100%/\$10 copayment at PCP's office

100%/\$20 copayment at Specialist's office

In-Vitro Fertilization

\$30,000 lifetime maximum cumulative for all plans

PRESCRIPTION DRUGS

\$5 or 25%, whichever is greater

(No calendar year maximum)

PREVENTIVE MEDICAL SERVICES

Periodic Physical Exams by PCP

\$10 copayment per visit, then 100%

Routine Gynecological Care, Pap Smear

\$10 copayment at PCP's office, then 100%

\$20 copayment at Specialist's office

Routine Well-Child Care by PCP

\$10 copayment per visit, then 100%

Routine Well-Child Care by Specialist

\$20 copayment per visit, then 100%

Immunizations & Mammography, Flex

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Sigmoid, Cholesterol, Occult Blood	\$5 copayment per visit, then 100%
Routine Vision Exam (24 months)	\$15 copayment per visit (one exam every 24 months)
Hearing Tests by PCP	\$5 copayment, then 100%
Diabetes Education	100%/\$0 copayment

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COORDINATION OF BENEFITS FOR SPOUSES

This policy applies to spouses who work full time and are eligible for medical coverage through their own employers.

- If spouses take advantage of their own employers' medical coverage, their plans pay their benefits first. The State will then pay additional covered expenses, if any, up to the maximum allowed under the employee's benefit plan, not to exceed a limit of 100% in coverage from both plans *combined*.
- If spouses do *not* take advantage of their own employers' medical coverage, the State will pay 20% of covered services provided by the employee's State of Delaware benefit plan.

This policy does not apply to:

- Spouses not working full time
- Spouses whose employers do not offer medical coverage
- Spouses whose employers require a contribution of more than 50% of the premium for the lowest benefit plan available
- Eligible dependent children

EMERGENCY SERVICES

Coverage for Medical Emergencies is provided subject to applicable Copayment Schedule. Coverage includes charges for emergency outpatient services in a hospital or doctor's office for stabilization or initiation of treatment until a Health Plan Physician can assume responsibility for the Member's medical care. Out-of-area emergency benefits are provided only for unexpected and immediately required care needed as a result of accidental injury or acute illness of such gravity that it is not medically feasible to bring the Member to a Health Plan Physician or to an approved facility for treatment. At the Health Plan's option, authorized emergency benefits may be limited to Usual and Customary Charges (in the geographical area of service) for services required.

Because the Health Plan patients are not expected to receive authorization in advance for emergency care when the Member is out of the Service Area, coverage

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is provided for Emergency Care. The Health Plan must be notified within forty-eight (48) hours or as soon as possible, following onset of emergency care.

OUT-OF-AREA EMERGENCIES (STUDENTS)

In the event the student becomes ill out-of-area, the member may seek care from the school infirmary, a physician's office in the area, Medical Aid Unit or the Emergency Room. All out-of area services will be reviewed upon receipt and determined if the claim will be paid. The claim, if paid, will be subject to the applicable copayment.

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EXCLUSIONS AND LIMITATIONS ON BENEFITS

- Services or medical supplies not performed, arranged, authorized or approved by Primary Care Physician or Health Plan.
- Services that are not medically necessary.
- Personal comfort items.
- Services that Coventry Health Care of Delaware, Inc. has no legal obligation to pay.
- Services, which are covered by applicable federal, state and other, laws, employer responsibility and third party liability.
- Custodial care.
- Examinations for employment, school, camp, sports, licensing, insurance, adoption or marriage or other examinations ordered by a third party.
- Cosmetic surgery.
- Corrective appliance, including but not limited to, hearing aids, sunglasses, special shoes, orthodontic or dental appliances, corsets or other devices.
- Experimental or other procedures not in accordance with accepted medical practice.
- Dental services except as provided in Group Membership Agreement.
- Vision care services except as except as provided in Group Membership Agreement.
- Sterilization reversal.
- Transsexual surgery and related services.
- Certain fertility and infertility services except as provided in Group Membership Agreement.
- Treatment for mental illness, chronic alcoholism and chronic drug addiction, except those services which are except as provided in Group Membership Agreement.
- Food supplements.
- Military service connected with conditions or disabilities to which the member is legally entitled and for which facilities are reasonably available.
- Emergency room services for non-emergency purposes.
- Over-the-counter drugs and medications not requiring a prescription.
- Any injury sustained while intentionally committing a crime, resisting arrest or attempting suicide.
- Injectibles other than insulin and those pre-authorized by the Health Services Department and/or Medical Director.

The above Exclusions and Limitations are provided as a brief summary. This list is not a complete listing. The Group Membership Agreement (including any applicable riders) must be consulted to determine the exact terms, conditions and scope of coverage.

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